

**No.:SE22701**

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**SEEDA**  
**GRANT FRAMEWORK AGREEMENT**  
**No.:SE22701**

For the management and delivery of events within the NCGE Flying Start Programme

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*[Insert Contract Reference Number]*

**THIS AGREEMENT** is made on:

**BETWEEN**

1. **South East England Development Agency (“SEEDA”)**, whose head office is at Cross Lanes, Guildford, GU1 1YA; and
2. **[The National Council for Graduate entrepreneurship (NCGE) ] (“Provider”)**, whose head office is at [ 3, Priestley Wharf Holt Street Birmingham B7 4BN ]

together known as the “Parties”, and singularly as a “Party”.

## **1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the following definitions and interpretations apply:

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|--------------------------------|--|
| <b>“Best Practice”</b>         | means the optimum way of planning, managing and implementing the Project;  |
| <b>“Capital Asset”</b>         | means any item of equipment or other moveable asset which on the date of its purchase by Provider has a useful life of more than one year and is purchased wholly or partly out of the Funding;  |
| <b>[“Deliverables”</b>         | means any and all materials, products, processes, ideas, inventions, discoveries and information created during the course of the Agreement as a result of the Project, including without limitation [please specify any outputs of the Project], in each case whether wholly or partly funded by SEEDA – but shall not include any Third Party Background Intellectual Property;] |
| <b>“Final Monitoring Date”</b> | where monitoring continues after (1) the completion of a Project, but monitoring still continues for a period until the 31 <sup>st</sup> March   |
| <b>[“Funding”</b>              | means the [grant award]/[fee] which SEEDA will pay to Provider in respect of the Project as set out in Schedule 4 (Payment)] <sup>2</sup> ;  |
| <b>“Intellectual Property</b>  | means copyrights, (including for the avoidance of doubt, rights in computer software and topography rights), patents, trade marks, domain names, rights in designs, databases, operating systems and specifications (both registered and unregistered) and any applications to register or rights to apply to register any of the foregoing,                                       |
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rights in inventions (whether patentable or not), know-how, trade secrets and other confidential information and all corresponding rights of a similar nature in any part of the world;

**“Outputs and Milestones”** means the Outputs and Milestones to be delivered by the Project, as set out in Schedule 3;

**Project”** means the Project described in Schedule 1]<sup>3</sup>;

**Project Completion Date”** means 31<sup>th</sup> March or such other date as may be agreed in writing by SEEDA;

**“Project Start Date”** Means 1st October ;

**“Quarter Day”** means 30 June, 30 September, 31 December, 31 March as the case may be;

**“Term”** means the period beginning on the Project Start Date and ending on the Project Completion Date;

**“Third Party Background Intellectual Property”** means any Intellectual Property Rights created or owned by a third party which were either created prior to the Project Start Date or created independently of the Project but which are used in the Project.<sup>5</sup>

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
  - 1.3 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
  - 1.4 Words importing the singular shall (where appropriate) include the plural and vice versa, words importing a gender include every gender and references to “**persons**” include bodies corporate or unincorporate bodies.
  - 1.5 References to Clauses and Schedules are references to clauses and schedules of this Agreement.
  - 1.6 The headings to Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.
  - 1.7 This Agreement shall be of no effect until it has been signed by or on behalf of both Parties.
  - 1.8 The Parties shall comply with the stipulations and recommended practices set out from time to time in guidance issued by SEEDA, GOSE or any Government Department provided that if there is any conflict between this Agreement and the guidance, then the provisions of this Agreement shall prevail.
  - 1.9 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by authorised representatives of each of the Parties.
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## **2 STATUS OF PROVIDER**

- 2.1 In carrying out its obligations under this Agreement, Provider agrees that it shall be acting as principal and not as the agent of SEEDA and Provider shall not say or do anything that may lead any other person to believe that Provider is acting as the agent of SEEDA.
- 2.2 Nothing in this Agreement shall render SEEDA liable to indemnify Provider in respect of any liability of any kind incurred by Provider to any other person (including any end user of the Project if any) but this shall not be taken to exclude or limit any liability of SEEDA to Provider that may arise by virtue of breach of either any term of this Agreement or any negligence on the part of SEEDA, its staff or agents.

## **3 COMMENCEMENT AND CONTINUATION**

Provider shall commence the Project on the Project Start Date and, unless this Agreement is terminated early in accordance with Clause [23 (Termination)]<sup>3</sup>, Provider shall use reasonable endeavours to complete the Project on the Project Completion Date.

## **4 PROVIDER'S OBLIGATIONS**

- 4.1 Provider shall promptly and efficiently carry out the Project in accordance with the provisions set out in this Agreement. Provider agrees that the Outputs and Milestones have only been delivered when the criteria at Schedule 5 (Evidence of Outputs) can be demonstrated to SEEDA's satisfaction].
- 4.2 Provider shall make reference to SEEDA being a source of its funding in all outputs and publicity directly attributable to this Agreement, including, without limitation, with respect to reports, publications and conferences and any such reference to SEEDA shall require the prior approval of SEEDA
- 4.3 Provider undertakes to make no reference in any advertising or other promotional material to this Agreement without the prior written consent of SEEDA.
- 4.4 In purchasing goods or services in the course of delivering the Project, Provider will comply with, where appropriate, SEEDA procurement guidelines, issued by SEEDA from time to time. SEEDA's contract manager will provide advice on when such guidelines must apply. Provider must demonstrate to SEEDA's satisfaction that in using the Funding, it has achieved best value.
- 4.5 Provider will pay all invoices received in respect of any goods and services procured for the purposes of the Project within 30 days of the receipt of that invoice, provided that such goods or services have been provided in accordance with the relevant contract of purchase.
- 4.6 Provider shall carry out the obligations of this Agreement in a manner which conforms in all respects with the requirements of English Law. In particular:
- 4.6.1 Provider shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1996, the Race Relations (amendment) Act 2000, the Race Regulations 2003. Providers may be required to produce evidence of compliance with diversity and equality legislation.
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4.8.2 Provider shall comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work.

4.7 Provider shall ensure that in awarding benefits to third parties under this Agreement they pay due regard to and should familiarise themselves with the regulations governing State Aid.

4.8 Provider will maintain a register of all Capital Assets purchased in the course of the Project.

## **5 SEEDA'S OBLIGATIONS**

During the Term SEEDA will pay the Funding and comply with the funding provisions of Schedule 4<sup>5</sup> (Payment) in accordance with Clause [8] (Payments) provided that Provider has complied with its obligations under this Agreement [including, without limitation, that it has ensured SEEDA has received full and accurate information and documentation as required by Schedule 2 (Monitoring) to be submitted to SEEDA and retained by Provider].

## **6 [MANAGEMENT<sup>6</sup>**

6.1 For the purposes of managing this Agreement both Parties shall appoint a contract manager. The contract manager for each Party shall be the individual notified to the other Party as such from time to time. At the Project Start Date Provider's contract manager shall be [Lorna Collins ] and SEEDA's contract manager shall be [ Tiziana Boyland ]

6.2 The contract managers for the respective Parties shall co-operate throughout the Term to ensure that the Project is delivered in accordance with this Agreement, that the quality of service to end users is maintained to high standards, that required performance and delivery of Outputs and Milestones are met by Provider and that all management and other information is provided to SEEDA as specified in this Agreement.

6.3 Provider shall promptly comply with all reasonable requests or directions of the SEEDA contract manager relating solely to the Project during the Term.

6.4 Provider shall address any enquiries about procedural or contractual matters in writing to SEEDA's contract manager. Any correspondence in relation to this Agreement shall quote the Reference Number on page 1 of this Agreement.]

## **7 [PROJECT MANAGEMENT**

7.1 Provider shall procure that day to day management of the Project shall be carried out by a Project manager. Provider shall report to SEEDA in accordance with Schedule 2 (Monitoring).

7.2 Provider will create a Project management steering group and for the Project.

7.2.1 The Project management steering group

- a) The membership of the steering group shall consist of key private and public stakeholders in the Project, including one representative from each of the advisory panels.
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- b) SEEDA shall be entitled during the Term to nominate a representative with full rights as a member of the management steering group.
- c) Provider shall develop the management steering group's terms of reference and guiding principles in full consultation with SEEDA.
- d) The management steering group shall meet 3 times during each year.

## **8 PAYMENTS**

- 8.1 Payments of Funding will be made on condition that Provider has complied with its performance obligations in this Agreement on time to the required standard and satisfactorily evidenced in accordance with Clause [12] (Access and Monitoring) and as set out in Schedule 4 (Evidence of Outputs).
- 8.2 Funding allocated to a particular expenditure heading in respect of this Agreement are available only for that expenditure specified in Schedule 5 (Payment). Funding allocated to a particular accounting year is available only for that accounting year. The allocation of Funding may not be altered except with the prior written consent of SEEDA.
- 8.3 Subject to Clause 8.1, all payment of Funding will be made via BACS against Schedule 5 in advance within 30 *days* working days of the dates specified in Schedule 5.
- 8.4 A quarterly reconciliation exercise will be undertaken by SEEDA during the Term. SEEDA reserves the right to amend the Funding or Outputs and Milestones on the basis of performance in its sole discretion.
- 8.5 If an overpayment is made by SEEDA, Provider will repay the amount overpaid to SEEDA immediately on demand, or as shall be determined as appropriate in SEEDA's absolute discretion within a reasonable period of SEEDA making a written request for repayment.
- 8.6 Provider will provide all reasonable and suitable oral, written or other explanation of its books, records or accounts to SEEDA or all other bodies referred to at Clause [12.2] (Access and Monitoring) if required. In particular, Provider must comply with Clause [4.6] (Provider's Obligations). Both input and output VAT will be included as separate items in such accounts
- 8.7 SEEDA reserves the right to require any claim for Funding or management monitoring information submitted, or to be submitted, by or on behalf of Provider, to be audited by an independent accountant approved by SEEDA in writing at any point until the Final Monitoring Date at Provider's cost.
- 8.8 Without prejudice to Clause [22] (Breach and Recovery of Funding), if this Agreement is terminated at any time under Clause [23] (Termination) howsoever caused, SEEDA's financial commitment will be limited to eligible expenditure incurred by Provider up to and including the termination date.
- 8.9 Amounts paid by SEEDA under the Contract shall include Value Added Tax only where such VAT is not reclaimable by the Provider. It shall be the responsibility of the Provider to establish the VAT position with respect to payments made under the Contract, or any other contract, and to discharge any liabilities which may arise. SEEDA shall have no liability for amounts payable to HM Customs and Excise in relation to the Value Added Tax Act or other VAT regulations in respect of the Project.

- 8.10 SEEDA reserves the right, at any reasonable time until the Final Monitoring Date and as it may deem necessary, to:
- 8.10.1 require Provider to provide evidence of financial resources sufficient to enable it to continue to fulfil the Project; and/or
  - 8.10.2 obtain a report by an independent accountant of SEEDA's choice on the financial systems and controls operated by Provider in respect of monies claimed or received under this Agreement and Provider's financial standing and ability to deliver the Project; and/or
  - 8.10.3 require Provider to provide a copy of Provider's latest audited Report.

In the event that no material irregularity in Provider's performance is identified, SEEDA will bear all costs of any independent accountant incurred under this Clause. Where such independent accountant identifies any material irregularity in Provider's performance, Provider shall bear costs incurred under this Clause

## **9 PUBLICITY<sup>9</sup>**

- 9.1 SEEDA has the right to publicise the Project and to require that Provider acknowledges the part played by SEEDA in supporting the Project in any publicity that it produces. The form and content of all publicity material shall be approved by SEEDA prior to its publication, and Provider must not publish or display any item bearing the logo or name of SEEDA unless, and until, such approval has been given. Provider shall use the SEEDA logo for all materials and publicity (these are available in electronic format upon request). Provider shall acknowledge the receipt of the Funding by incorporating the SEEDA logo with the words "This project received funding from SEEDA" into the design of any printed or presentation material associated with the Project. Provider shall use the same wording on all written communications and press releases concerning the Project and shall inform SEEDA of all promotional events.]
- 9.2 SEEDA grants Provider a non-exclusive licence to use the SEEDA logo for the purposes set out in this Agreement for the duration of the Project. Provider shall not assign or grant sub-licences of this licence or any part of it without SEEDA's written consent. Provider acknowledges that the SEEDA logo is owned by and shall remain the property of SEEDA. Provider shall not acquire any rights in respect of the logo by reason of the exercise of the rights granted by this Agreement.
- 9.3 Provider grants SEEDA a non-exclusive licence to use Provider's logo, trade mark, brand name or other mark, if any, for the purposes set out in this Agreement for [the duration of the] Project. SEEDA shall not assign or grant sub-licences of this licence or any part of it without Provider's written consent. SEEDA acknowledges that Provider's logo is owned by and shall remain the property of Provider. SEEDA shall not acquire any rights in respect of the logo by reason of the exercise of the rights granted by this Agreement.
- 9.4 Provider shall not, and shall use its best endeavours to procure that its sub-contractors shall not, knowingly do or omit to do, anything in relation to this Agreement or in the course of their other activities, which may bring the standing of SEEDA into disrepute or attract adverse publicity for SEEDA.
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- 9.5 Provider shall at all times carry out the Project with due regard to the need for those in a public service environment to observe the highest standards of efficiency, economy, probity, courtesy, consideration and hygiene.
- 9.6 In connection with any press releases, reports, publications, promotions or other similar materials produced by SEEDA relating to the Project, SEEDA shall ensure that reference is made to Provider any such reference is subject to Provider's prior approval which shall not be unreasonably withheld or delayed.

## **10 REPUTATION AND PUBLIC SERVICE CONSIDERATIONS**

The Parties mutually undertake to each other that in performing their obligations under this Agreement they shall pay the utmost regard to the standing and reputation of the other and shall not do or fail to do anything which may bring the standing or reputation of the other into disrepute or attract adverse publicity to the other.

## **11 CHANGE CONTROL**

- 11.1 SEEDA shall notify Provider in writing of any material change to SEEDA's requirement for the Project or the levels or values of Outputs and Milestones and the time period within which the requested change should be implemented.
- 11.2 Provider shall use all reasonable endeavours to accommodate any changes to the needs and requirements of SEEDA within the period specified in the notice issued pursuant to Clause 11.1 provided that it shall be entitled to payment for any reasonable and verifiable additional direct costs it incurs as a result of any such changes. The amount of such additional direct costs to be agreed in accordance with Clause 11.5.
- 11.3 In the event that Provider requires any change to the Project Milestones and Outputs or Funding, or any other part of this Agreement, it should notify SEEDA in writing of the required change.
- 11.4 SEEDA shall consider any reasonable change to this Agreement, and notify Provider in writing within a reasonable time period if the requested change is accepted by SEEDA or not.
- 11.5 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. Provider shall comply with any reasonable formal procedures for amending or varying contracts that SEEDA may have in place from time to time, as the same are notified to Provider.

## **12 ACCESS, MONITORING AND EVALUATION**

- 12.1 Except that SEEDA shall give Provider reasonable advance notice in writing of proposed visits to Provider or its sub-contractors, SEEDA and any other public body to which SEEDA is accountable may visit Provider or its sub-contractor to observe the delivery of the Project at reasonable intervals.
- 12.2 For monitoring and evaluation purposes, SEEDA shall have the right to visit all or any site(s) and view operations relating to the Project and to inspect relevant documents and interview Project users and Provider staff during these visits at reasonable intervals.
- 12.3 Subject to Clause 12.1 Provider shall, and shall ensure that its sub-contractors shall, permit access to any of the representatives listed at Clause 12.2 in order to:

- 12.3.1 Examine, audit or take copies of any original or copy documentation, accounts, books and records of Provider and its sub-contractors that relate to the Project;
- 12.3.2 Visit, view or assess the design, management and delivery of any activity relating to the Project at any premises where those operations are carried out (including those of sub-contractors) and conduct relevant interviews, including interviews with any participants in the Project, during these visits at any reasonable time;
- 12.3.3 Carry out examinations into the economy, efficiency and effectiveness with which Provider has used SEEDA's resources in the performance of the Project.
- 12.4 Where reasonably required, Provider and its sub-contractors shall provide copies of any relevant documents required by any of the representatives listed at Clause 12.2.
- 12.5 Provider and any sub-contractor shall, if required by any of the representatives stated at Clause 12.2, provide appropriate oral or written explanations of any documents or procedures.
- 12.6 Provider shall keep all records books and receipts relating to the delivery of the Project in a form which enables the records to be identified separately from any other records. Such records books and receipts shall be made available to SEEDA within a reasonable time upon reasonable request. Provider will discuss and produce an evaluation plan (where appropriate) through discussion with SEEDA representative at the start of the project/service. Ex-ante and ex-post evaluations may follow production of evaluation plan and should be discussed in detail throughout the project lifecycle with all partners, according to standard SEEDA evaluation policy.
- 12.7 Provider shall retain original invoices and management information returns and all other documents necessary to verify services provided by Provider or by its sub-contractors in relation to this Agreement in the course of delivering the Project including, but not limited to those documents required under Schedule 2 *until 7 years* from the date of this Agreement. Such invoices and documents shall be made available, by Provider, for audit purposes by any officers authorised by SEEDA.
- 12.8 SEEDA will review the Project with Provider three months before the Final Monitoring Date to consider the future sustainability of the Project.

### **13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 Provider acknowledges that it is a condition of SEEDA's Funding of the Project that with the exception of Third Party Background Intellectual Property Rights, if any, Provider owns all Intellectual Property Rights in the Deliverables and Provider shall obtain an assignment of the same from any sub-contractor or other third party involved in the creation of the Deliverables. Provider warrants, undertakes and covenants to SEEDA that it shall own the Intellectual Property Rights in the Deliverables.
- 13.2 With the exception of Third Party Intellectual Property Rights, subject to Clause 13.4 all Intellectual Property Rights in the Deliverables shall remain the property of Provider.
- 13.3 Provider acknowledges that it is a condition of SEEDA's Funding of the Project that Provider has a licence to use all Third Party Background Intellectual Property for the purposes of delivering the Project and if necessary (in SEEDA's opinion) for the delivery of the Project Provider shall obtain the right to sub-licence the same to SEEDA from the owner of such Third Party Background Intellectual Property (if any is used). Provider warrants, undertakes and covenants to SEEDA that it shall irrevocably sub-licence use of all Third Party Background Intellectual Property to SEEDA for the purposes of the Project or any other purposes which the Parties may agree in writing on a royalty free basis in accordance with the terms of the licence at Clause 13.4.
- 13.4 If requested by SEEDA in writing Provider agrees to licence all Intellectual Property Rights in the Project Deliverables and sub-licence Third Party Background Intellectual Property (if any) to SEEDA on a royalty free, non-exclusive, world wide basis for SEEDA to use, copy, issue, sub-licence, adapt or otherwise develop for any purpose for the duration of all such Intellectual Property Rights for the purposes of the Project or any other purposes which the Parties may agree in writing.
- 13.5 Provider will take all such steps and execute any documents SEEDA may require in order to perfect SEEDA's licence at Clause 13.4 (Intellectual Property Rights).]
- 13.6 SEEDA's decision as to what constitutes Best Practice shall be final. SEEDA shall have the right to amend the Project Related Know-How or to combine information and know-how from two or more projects as it thinks fit to when compiling and publishing what it regards as Best Practice in exercise of the right referred to in Clause 13.6. Where SEEDA has amended Project Related Know-How or combined information and know-how from two or more projects it shall not identify Provider as a contributor without Provider's prior written consent.

### **14 SUB-CONTRACTORS**

- 14.1 Provider shall include in its contracts with suppliers, agents or sub-contractors engaged for the purposes of the Project a written condition undertaking to make payment for the supply of their goods and/or services within 30 days of receipt of the supplier's or sub-contractor's invoice (provided that such goods and/or services have been supplied in accordance with the relevant contract).
- 14.2 Provider shall take all reasonable steps to satisfy itself that its agents, suppliers and sub-contractors (and their employees) are suitable in all respects (including, without limitation, in respect of qualifications) to be engaged in relation to the Project.
- 14.3 Provider shall notify SEEDA within 5 days of any claim brought against Provider arising out of or relating to Provider's performance of the Project including any claim made against any sub-contractor, supplier or agent of which Provider receives notification.

- 14.4 Provider shall include in its contracts with agents, suppliers and subcontractors provisions that require that its agents, suppliers and sub-contractors entering on to SEEDA's premises comply with all security measures imposed by SEEDA from time to time including, where relevant, the use of photo passes or other passes. Provider shall also require that passes are returned to SEEDA when no longer required by the relevant employee or sub-contractor for the purposes of this Agreement.

## **15 PROVIDER'S EMPLOYEES**

- 15.1 Provider shall take all reasonable steps to satisfy itself that the persons it engages to work on the Project are suitable in all respects (including, without limitation, in respect of qualifications) to perform the Project.
- 15.2 Provider shall ensure that its employees entering on to SEEDA's premises comply with all security measures imposed by SEEDA from time to time including, where relevant, the use of photo passes or other passes. Provider shall ensure that passes are returned to SEEDA when no longer required by the relevant employee or sub-contractor for the purposes of this Agreement.

## **16 DATA PROTECTION**

- 16.1 Provider shall ensure that it has made such notification to the Information Commissioner pursuant to the Data Protection Act 1998 which is required for the performance of this Agreement and shall comply with all relevant requirements of the said Act and shall be liable for and shall indemnify SEEDA against any expense, liability, loss, claims or proceedings arising as a result of or in connection with any breach of this Clause.
- 16.2 Provider further undertakes and covenants to use any information or other material disclosed to it in connection with the Project solely for the purpose for which such information or other material was disclosed to it and in accordance with the Data Protection Act 1998 and Freedom of Information Act.

## **17 LIABILITY**

- 17.1 Provider shall indemnify SEEDA against any expense, liability, loss, claim or proceedings in respect of personal injury to or death of any person given or made by any court of competent jurisdiction or mutually agreed as part of any settlement arising out of or in the course of or caused by the negligent act or omission or wilful default of Provider, or its agents, sub-contractors, suppliers or employees in the delivery of the Project, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of SEEDA or its servants or agents.
- 17.2 Provider shall indemnify SEEDA against any expense, liability, loss, claim or proceeding in respect of direct loss or damage to property whether belonging to SEEDA or otherwise given or made by any court of competent jurisdiction or mutually agreed as part of any settlement arising out of or in the course of or caused by the negligent act or omission or wilful default of Provider or its agents, sub-contractors, suppliers or employees in the delivery of the Project, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of SEEDA or its servants or agents.
- 17.3 All property of Provider whilst on SEEDA's premises is there at the risk of Provider and SEEDA accepts no liability for any loss or damage howsoever occurring to it, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of SEEDA or its servants or agents.

- 17.4 Provider warrants that all of the information contained in its application for SEEDA Funding, and all supporting information, and representations made orally or in writing is true and accurate at the time provided, and at the date of this Agreement[, and that all anticipated Outcomes and Milestones are achievable
- 17.5 Provider warrants to SEEDA that all works produced and/or delivered under the Agreement including but not limited to the Deliverables and any Third Party Background Intellectual Property (whether developed for the Project or not) will not infringe, in whole or in part, any copyright or any other Intellectual Property right of any person and agrees to indemnify SEEDA against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such act is, or is alleged to be, an infringement of a third party's copyright or other Intellectual Property right. This warranty and indemnity shall survive the termination of the Agreement and shall exist for the life of the copyright or other Intellectual Property right.
- 17.6 Provider warrants, undertakes and covenants to SEEDA that the obligations of Provider under this Agreement will be performed by appropriately qualified and trained persons with reasonable skill care and diligence and to such high standards of quality as is reasonably expected of a professional organisation carrying out such a Project.
- 17.7 Provider warrants, undertakes and covenants that any goods supplied by Provider forming a part of the Project will be of satisfactory quality and comply with its specification and will have the benefit of a product guarantee in respect of defects in design, material and workmanship.
- 17.8 Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Agreement then SEEDA shall be entitled, where it considers it to be appropriate, to:-
- 17.8.1 require Provider either itself or through its duly authorised agents, contractors or sub-contractors, to promptly re-perform, replace or re-work as the case may be the relevant part of the Project without additional charge to SEEDA; or
- 17.8.2 assess the reasonable cost of remedying the failure ("the Assessed Cost") and to deduct from any sums due to Provider the Assessed Cost.
- 17.9 Provider shall be liable for and shall indemnify SEEDA against any expense (including, without limitation, legal expenses), liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Agreement or otherwise through the default, directly or indirectly, of Provider.

## **18 INSURANCE**

- 18.1 Provider shall ensure that it and its sub-contractors or agents have in force, at all material times adequate and suitable insurance with an insurer of good repute to cover all statutory obligations and to cover claims arising under this Agreement or the relationships created by it or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Agreement. Provider shall upon request produce to SEEDA, its or any other relevant policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

- 18.2 Where Provider (or its sub-contractors or agents) is a person or body exempted from the obligations of the Employers Liability (Compulsory Insurance) Act 1969, Provider shall not be required to carry insurance for which it is exempted by the said Act if alternative arrangements for meeting such liabilities are made to the satisfaction of SEEDA or in relation to Employers Liability (Compulsory Insurance) or any other insurance SEEDA have agreed.
- 18.3 Provider, when requested, shall produce to SEEDA evidence showing the actual coverage in force at the time of the request and shall give SEEDA written notice before any such insurance is altered or cancelled.

## **19 CONFIDENTIALITY**

- 19.1 All documents and information relating to the Project and/or its participants received by the Parties and/or sub-contractors during or in connection with the performance of this Agreement shall subject to the terms of this Agreement be held by the Parties and/or sub-contractors in the strictest confidence.
- 19.2 All documents and information provided by either Party to the other during or in connection with the performance of this Agreement shall be treated as confidential. Such documents and information shall not be used by the receiving Party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving Party to any other person without the prior written consent of the issuing Party. The Parties shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:-
- 19.2.1 is already in the public domain: or
- 19.2.2 is disclosed to Provider without any obligation of confidence by a third party who has not derived it directly or indirectly from SEEDA; or
- 19.2.3 is trivial or cannot reasonably be considered to be confidential; or
- 19.2.4 relates to the performance of Provider in relation to delivery of the Project; or
- 19.2.5 is disclosed to sub-contractors contracted to deliver all or part of the Project;
- 19.2.6 is required to be disclosed by any enactment of law or judgement of any competent Court.
- 19.3 The Parties will ensure that information deemed confidential is only released to a third party with the prior written authority of the Party providing that information.

## **20 FRAUD**

- 20.1 The Parties shall use all reasonable endeavours to safeguard SEEDA's Funding of the Project against fraud generally and, in particular, fraud on the part of Provider's directors, employees or sub-contractors.
- 20.2 The Parties shall pay the utmost regard to safeguarding public funds against misleading invoices for payment. Provider shall notify SEEDA immediately if it has reason to suspect that any fraud has occurred or is occurring.
- 20.3 Provider shall notify SEEDA immediately of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:

- 20.3.1 collusion with members of the staff of SEEDA;
- 20.3.2 computer fraud;
- 20.3.3 the submission to SEEDA of inaccurate, incomplete, misleading or falsified management information;
- 20.3.4 fraud involving awarding bodies.

## **21 BREACH AND RECOVERY OF FUNDING**

- 21.1 SEEDA may reduce, suspend or withhold the Funding, require all or part of the Funding to be repaid, if
  - 21.1.1 SEEDA judges the performance of the Project unsatisfactory;
  - 21.1.2 Provider fails in SEEDA's reasonable opinion to comply with the terms and conditions set out in this Agreement;
  - 21.1.3 This Agreement is terminated in accordance with Clause [23] (Termination) except where Provider is entitled to terminate for breach by SEEDA
  - 21.1.4 there is a change to the nature, scale, costs, ownership or timing of the Project which SEEDA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the written agreement in advance of SEEDA, if required;
  - 21.1.5 any information provided in the application for Funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which SEEDA considers in its absolute discretion to be material;
  - 21.1.6 there is a failure to keep and maintain the records as required under this Agreement;
  - 21.1.7 during the Term the Deliverables as a whole are used for purposes other than the Project;
  - 21.1.8 SEEDA judges there is unsatisfactory progress towards completing the Project, or if the Project is not completed by the Project Completion Date;
  - 21.1.9 SEEDA judges there is unsatisfactory progress towards achieving the Outputs and Milestones specified in Schedule 3 (Outputs and Milestones);
  - 21.1.10 other than a sale in accordance with Clause [24.1] any or all of the Capital Assets funded exclusively by SEEDA as part of the Project are disposed of within five years of the Project Completion Date without the prior written approval of SEEDA;
  - 21.1.11 insufficient measures are taken by Provider to investigate and resolve any reported irregularity;
  - 21.1.12 any other circumstances or event occurs which in SEEDA's reasonable opinion are likely to affect Provider' ability to achieve the Outputs and Milestones specified in Schedule 3 (Outputs and Milestones) or result in a risk that the Project as approved by SEEDA from time to time will not be completed, and SEEDA having disclosed such concerns to Provider, Provider have done nothing to address such concerns to SEEDA's satisfaction within a reasonable period.

In the event that SEEDA required all or part of the Funding to be repaid in accordance with Clause 22.1, Provider undertakes to pay such amount to SEEDA immediately on demand, (or as shall be determined as appropriate in SEEDA's absolute discretion, within 30 days of making a written request for payment, if such request permits Provider a 30 day repayment period), without deduction, set off or counterclaim unless Provider has a valid court order requiring an amount equal to such deduction to be paid by SEEDA to Provider.

### **CLAWBACK PROVISION**

' In accordance with Government grant requirements, assets acquired by HBRL with the aid of Government grant awarded by SEEDA, and subsequently disposed of, sold or transferred, that SEEDA will have the option to claim repayment, in full or part thereof, the original grant amount. In exercising this option SEEDA will take account of the Government's desire to allow more flexible kinds of funding arrangements. Any repayment conditions will be subject to:

1. The maximum liable to be repaid not exceeding the original grant and being written down evenly over a period of 5 years from the date of acquisition, if the asset is sold or transferred earlier than 5 years after the acquisition a proportion write-down will apply.
2. These provisions being restricted only to the acquisition of assets acquired by SEEDA grant.

Consequently, prior to disposal, sale or transfer of assets acquired from Government grant awarded by SEEDA, are to be referred to SEEDA for consideration of grant clawback or alternative use of the asset funds for other purposes. New acquisitions or alternative use of the grant will be subject to the usual SEEDA project appraisal process. When giving consideration to the requirement for clawback of grant, SEEDA will take account of:

1. The individual circumstances of the specific assets concerned and in particular the requirement to recycle funds..
2. The presumption that the proceeds may be retained provided they are to be applied to the objectives of the approved purpose.

In determining the method of clawback, SEEDA has the option to register a charge over any property asset acquired using Government grant award by SEEDA.

## **22 TERMINATION**

22.1 SEEDA may terminate this Agreement with immediate effect in the event that in the reasonable opinion of SEEDA, the conduct of Provider in performing its obligations under this Agreement amounts to fraud, dishonesty, wilful concealment, gross misconduct or incompetence.

22.2 This Agreement shall commence on the Project Start Date and continue until the Project Completion Date.

- 22.3 This Agreement may be terminated by either party giving to the other party at least 30 days notice in writing
- 22.4 Without prejudice to Clause 23.1, in the event of any breach (other than a material breach) of this Agreement SEEDA may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the Party not in breach may terminate this Agreement with immediate effect by notice in writing.
- 22.5 This Agreement may be terminated by SEEDA with immediate effect by notice in writing if at any time:-
- 22.5.1 Provider passes a resolution that it be wound-up or that an application be made for an administration order or Provider applies to enter into a voluntary arrangement with its creditors; or
- 22.5.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of Provider' property, assets or any part thereof; or
- 22.5.3 the court orders that Provider be wound-up or a receiver of all or any part of Provider' assets be appointed; or
- 22.5.4 Provider is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
- 22.5.5 Provider fails to disclose any material misrepresentation on becoming aware of the same in supplying information required by SEEDA in or pursuant to this Agreement; or
- 22.5.6 Provider ceases or threatens to cease carrying on business.

## **23 EFFECT OF EXPIRY AND TRANSFER OF RESPONSIBILITY**

- 23.1 In the event:
- 23.1.1 of termination of this Contract pursuant to Clause [23] (Termination), otherwise than by reason of SEEDA's default [or no cause termination by SEEDA under Clause 23.3]; or
- 23.1.2 save as agreed otherwise in writing, that equipment purchased by Provider using funding provided by SEEDA hereunder is used for a purpose not within the Project,

SEEDA may by notice in writing require Provider to sell at open market value all equipment purchased by Provider using funds provided by SEEDA. The proceeds of sale in respect of such equipment, after deduction of any expenses reasonably incurred by Provider directly in connection with such sale, shall be paid by Provider to SEEDA and until the completion of such sale all rights, title and interest in such equipment shall vest in SEEDA solely and Provider shall do any acts and execute any documents or instruments necessary to give effect to this Clause 24.1 (Effect of Expiry and Transfer of Responsibility).

- 23.2 The Parties agree that if upon termination of this Agreement circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 1981 are applicable, the Parties shall in good faith co-operate with each other in the disclosure of information and the provision of other assistance so as to facilitate such outcome in relation to the relevant employees as may be acceptable to the Parties.

- 23.3 The Parties agree that on termination or expiry of this Agreement for any reason, the continuity of the Project is of paramount importance. Provider shall do its utmost to minimise disruption caused to end users and to assist the implementation of any contingency plan proposed by SEEDA to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 23.4 Provider shall, at no cost to SEEDA, promptly provide such assistance and comply with such timetable as SEEDA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Project (or its equivalent) upon the expiry or other termination of this Agreement. Provider shall ensure that its employees and its sub-contractors are under a similar obligation. SEEDA shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Agreement.
- 23.5 Such assistance may include, (without limitation) delivery of documents and data in the possession or control of Provider or its sub-contractors, which relate to performance, monitoring, management and reporting of the Project, including the documents and data, if any, referred to in the Schedules.
- 23.6 Provider undertakes and covenants that it shall not knowingly do or omit to do anything, which may adversely affect the ability of SEEDA to ensure an orderly transfer of responsibility for provision of the Project.
- 23.7 Subject to Clause 24.7 (Effect of Expiry and Transfer of Responsibility), each Party's further rights and obligations cease immediately on termination or expiry of this Agreement but termination does not affect a Party's accrued rights and obligations at the date of termination or expiry.

Notwithstanding the termination or expiry of this Agreement, Clauses 2 (Status of Provider), [6 (Management)], [7 (Project Management)], [10 (Reputation and Public Service Considerations)], 12 (Access and Monitoring), [13 (Intellectual Property Rights)], [18 (Liability)], 20 (Confidentiality), [24 (Transfer of Responsibility on Expiry of Termination)] (to the extent only as is required by SEEDA to verify matters relevant to the Project which occurred during the Term and to ensure compliance with any obligations of either party which subsist beyond the Terms) [9.1 (Publicity)], [22 (Breach and Recovery of Funding)] and [25 (Recovery of Sums Due)] of this Agreement (together with any provisions necessary for their interpretation or enforcement) shall remain in full force and effect.

## **24 RECOVERY OF SUMS DUE**

Wherever any sum of money shall be recoverable from or payable by Provider to SEEDA, SEEDA may deduct the same from any sum then due to Provider or which at any time thereafter may become due to Provider under this Agreement or under any other Agreement with SEEDA.

## **25 WAIVER**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

## **26 SEVERANCE**

- 26.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 26.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 26.3 The Parties agree, in the circumstances referred to in Clause 27.1 and if Clause 27.2 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

## **27 ENTIRE AGREEMENT**

Except as set out in this Agreement, in the absence of fraud, this Agreement and any documents referred to in it represent the entire understanding between the Parties in relation to their subject matter and supersede all agreements and representations made by either Party, whether oral or written.

## **28 RIGHTS OF THIRD PARTIES**

Except where rights of access have been given to third parties in Schedule 2 and Clause 12, or any other rights are reserved by any Government body, this Agreement is made solely and specifically between the parties hereto and it is not intended to be of for the benefit of or enforceable by any other person, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **29 NOTICES**

Any notices to be given under this Agreement shall be delivered personally or sent by first class post or by facsimile transmission to the SEEDA contract manager (in the case of SEEDA) or to Provider's contract manager (in the case of Provider). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post; 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission (provided a confirmatory letter is sent on the day of transmission by prepaid first class post).

## **30 LAW AND JURISDICTION**

- 30.1 This Agreement shall be governed by and interpreted in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 30.2 This document has been executed on the date stated at the beginning of this Agreement.

## **31 FORCE MAJEURE**

- 31.1 Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires strikes (of its own or other employees) insurrection or riots embargoes container shortages or delays in transportation inability to obtain supplies and equipment, delays caused by unforeseen software or technology bugs and viruses, requirements or regulations of any civil or military authority (an "Event of Force Majeure"). Each of the Parties hereto agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

31.2 The operation of this Agreement shall be suspended during the period (and only during the period) in which the Event of Force Majeure continues. Forthwith upon the Event of Force Majeure ceasing to exist, the Party relying upon it shall give written advice to the other of this fact. If the Event of Force Majeure continues for a period of more than 90 days and substantially affects the commercial intention of this Agreement, then the either Party shall be entitled to terminate this Agreement. Upon such termination, the provisions of Clause [24] shall apply.

**32 CORRUPTION**

32.1 Provider shall not offer to give, or agree to give, to any member, employee or representative of SEEDA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or having refrained from doing, any act in relation to the obtaining or execution of this or any other Agreement with SEEDA or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Agreement.

32.2 Provider’s attention is drawn to the Prevent of Corruption Acts 1889 to 1916. Any offence by Provider or its employees or by anyone acting on its behalf under the Prevention of Corruption Acts 1889 to 1916 in relation to this or any Agreement with Her Majesty’s Government shall entitle SEEDA to terminate the Agreement and recover from Provider the amount of any loss resulting from such termination and/or to recover from Provider the amount or value of any gift, consideration or commission.

**33 COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be original, and all the counterparts together shall constitute one and the same instrument.

SIGNED by: redacted

duly authorised for and on .....  
behalf of ...

**SEEDA** Director learning and Skills Division

SIGNED by: redacted

duly authorised for and on .....  
behalf of the NCGE

[CEO NCGE]

## **SCHEDULE 1**

### **The Project**

The Project will start as of September 2006 until March 2007.

#### **1 DESCRIPTION AND PURPOSE OF THE PROJECT**

##### **1.1 Aim:**

Following from the second series of Flying Start Rallies to be held in SEEDA, NCGE proposes that another series of Rallies be held. Last year's events were successful due to 100% of the student and graduate attendees reporting that the event had encouraged their enthusiasm for entrepreneurship.

NCGE is planning to continue to run Flying Start Rallies in all regions in the UK in 2006 - 2007. The aim of each rally will be to motivate and inspire students/graduates to explore the possibility of starting their own business and to commit to further action in each HEI and the business support community.

##### **1.2 Objectives:**

The key objectives of this project are to:

- Encourage a minimum of 500 graduates (graduating within the last 5 years) and current students, close to graduating, from within the region, to explore the possibilities of starting their own business.
- Increase the graduates' and students' self knowledge with regard to propensity to entrepreneurship
- Educate graduates and students about the business start up process, and sources of support available
- Introduce graduates and students to named sources of information, help and support, both within and outside of universities, and to engender the sense of being part of a wider network.

#### **2 DELIVERY MECHANISM**

The Project will deliver three events be held:

1. Wednesday 15th November in Oxford at either Kassam Stadium or at Oxford Union
2. Wednesday 14th February in Medway/Chatham at University of Greenwich/Kent campus or at local venue
3. Wednesday 7th March in Brighton at the Brighton Corn Exchange

In order to achieve this, these three events will offer a fun, inspirational learning experience to the students to inform them of the range of entrepreneurial activities open to them as economic/career options. The events will have a range of activities including information and

knowledge workshops, business clinics, near-peer green room where young entrepreneurs (role models),; all will generate a mood of excitement and 'buzz' for all who attend.

These events support the National Council for Graduate Entrepreneurship (NCGE) Flying Start in its effort to raise the profile of entrepreneurship and increase the number of students and graduates (defined as within five years of graduation) seriously considering and engaging in business start-up in all its forms including self-employment.

It is hoped that the project will have a very long lasting impact on the region's economy. Last year 269 students attended the Flying Start events in the SEEDA region. Of these, 10 went on to attend the April 2006 and RSA business readiness programmes.

This project will also ensure equality of opportunity for all students/recent graduates across the region. To this end the events will be marketed to business support agencies and advisors from across the region.

A comprehensive marketing plan will be applied involving the following elements:

1. Grass roots marketing with current students based within SEEDA HEIs, incentivised via a marketing budget that will be promoted by NCGE and Enterprise Insight and NUS using the Entrepreneurship Ambassadors Programme (see Appendix 3).
2. Regional Student Intern Programme funded by Enterprise Insight and NCGE which will place at least one Intern in the region. Details of this programme are attached to this document in Appendix 2
3. Advertising of events via new Network for Student and Graduate Entrepreneurs to be launched in September.
4. Marketing campaign through AGCAS to all Careers Departments.
5. Marketing campaign through NUS main entrepreneurship web site.
6. Marketing packs for all HEIs including flyers and posters.
7. Text message marketing.

The rallies will deliver 500 learning opportunities.

**The project will also deliver an Entrepreneurship Ambassador Programme for all the Universities in the South East of England**

Entrepreneurship Ambassadors will be current HEI students. They will be based in every University in the country to support the enterprise and entrepreneurship culture within the student body. Entrepreneurship Ambassadors will commit to work for one academic year and will receive a marketing budget of £100 from NCGE and upon completion of their year of service, a letter of recognition signed by their Vice-Chancellor and by CEO of The National Council for Graduate Entrepreneurship. The programme will be rolled out in September 2006 in 32 universities.

**No.:SE22701**

The role of the Ambassador will be:

1. Raise awareness of student entrepreneurship (including social enterprise) and enterprise clubs and societies at their university
2. Support, facilitate, or in the case of no society/club existing develop, a successful student enterprise or entrepreneurship society/club
3. Coordinate individual institution project activities and initiatives as required
4. Maintain links with the regional intern and entrepreneurship and enterprise networks in the region
5. Link to academic staff involved in enterprise and entrepreneurship

NCGE and Enterprise Insight will provide:

- Training in marketing, promotion and development of entrepreneurship networks, societies and clubs, and events.
- Induction and introduction into national networks
- Introduction and inclusion in national support framework via Flying Start Online
- Day-to-day supervision by NCGE Student Enterprise Campaign Manager and regional intern

## SCHEDULE 2

### Monitoring

Provider will complete the Project/Scheme Output Monitoring Return (the "Return") duly certified by Provider's Chief Financial Officer (or equivalent) in the form attached to this Schedule on a quarterly basis throughout the Project until the Final Monitoring Date to report on the Outputs and Milestones, and send the completed Return to SEEDA within 5 working days of each Quarter Day.

Provider will maintain and retain all records necessary for SEEDA to verify that the Outputs and Milestones on the Return have been achieved, and SEEDA and all other Government or other public bodies to whom SEEDA are responsible, including the NAO and the DTI will have full access to Provider's premises and records of Outputs and Milestones at all times.

Provider will supply all information described in Schedule 5 (Evidence of Outputs) relating to Outputs and Milestones, when submitting Returns.

Provider will produce a final report on the Project Completion Date containing details of the project certified by Provider's CEO, within *4 weeks* of the Project Completion Date.

### **SCHEDULE 3**

#### **Outputs and Milestones**

The events will provide around 500 learning opportunities of 6 hours each for student and graduates in the South East..

The marketing will reach 25 Universities and at least 3,000 University Students across the South East

### **SCHEDULE 4**

#### **Evidence of Outputs**

The basis of evidence for achievement of agreed outputs in accordance with this agreement/contract will be through the SEEDA Monitoring form which will need to be returned to Kate Roper (Kateroper@seeda.co.uk) at the end of every quarter.

The provider will need to retain all marketing and preparatory materials relating to the competition including relevant documents and information gathered through the delivery of events .

Signatures of all those attending learning opportunities will be required as evidence of their attending specific events.

A full report will be required at the end of the contract

**SCHEDULE 5****Payment**

<b>SUBHEADING</b>	<b>SEEDA Funding £</b>
Equipment	£
Staff Costs	£
Training for Staff	£
Training for Beneficiaries	£
Consultancy and Expert Advice	£
Other Revenue Costs	£33,000
<b>TOTAL</b>	<b>£33,000</b>

## 1.2.1 Monthly/Quarterly Profile of Claims Against the Project

<b>Month/Quarter</b>	<b>Capital</b>	<b>Revenue</b>	<b>Total</b>
April (2006)	£	£	£
May	£	£	£
June	£	£	£
July	£	£	£
August	£	£	£
September	£	£	£
October	£	£	£
November	£	£10,000	£10,000
December	£		
January 2007	£		
February	£	£10,000	£10,000
March (31 <sup>st</sup> )	£	£13,000	£13,000
<b>TOTAL TO BE CLAIMED</b>	<b>£</b>	<b>£33, 000</b>	<b>£33, 000</b>

Example only:

**3 CONTRACT VALUE**

- 3.1 *SEEDA has provisionally allocated an overall maximum Funding amount of [£33,000] activity undertaken within the approved Project to March 2007.*
- 3.2 *The Funding is subject to satisfactory performance and delivery of this specific Contract, and SEEDA's overall strategic and delivery needs.*
- 3.3 *SEEDA will pay up to a maximum of [£33,000] as detailed in the payment schedule attached to Provider for Project outlined in Schedule 1 for the Term. This amount cannot be exceeded, except with the prior written consent of SEEDA.*