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| Dated 201[\*] |
| RAIL SAFETY AND STANDARDS BOARD LIMITED  and  [NAME OF RECIPIENT] |
| Grant Agreement |

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**THIS DEED** IS DATED ……………………………………………………………20

**Between**

1. RAIL SAFETY AND STANDARDS BOARD LIMITED a company registered in England under number 04655675 whose registered office is at The Helicon, 1 South Place, London, England, EC2M 2RB (**“RSSB”**); and
2. [NAME OF RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (**“the Recipient”**).

**Recitals**

1. RSSB has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
2. This Agreement sets out the terms and conditions on which the Grant is made available by RSSB to the Recipient.
3. The availability and use of the Grant shall at all times be subject to the terms and conditions set out in this Agreement.

**It is hereby agreed**

1. Definitions

In this Agreement the following terms shall have the following meanings:

* 1. **“Background IPR”** shall have the meaning given to it in clause 8.1.

**“Bribery Act”** shall mean the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**“Commencement Date”** [START DATE].

**“Governing Body”** shall meanthe governing body of the Recipient including its directors or trustees.

**“Grant”** shall mean the sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.

**“Grant Period”** shall mean the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].

**“Intellectual Property Rights”** shall mean all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Know-How”** shall mean information, data, know-how or experience whether patentable or not and including any technical and commercial information relating to research, design, development, manufacture, use or sale.

**“Prohibited Act”** shall mean:

1. offering, giving or agreeing to give to any servant of RSSB any gift or consideration of any kind as an inducement or reward for:
   1. 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 RSSB; or
   2. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with RSSB;
2. entering into this Agreement or any other contract with RSSB 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 RSSB;
3. committing any offence:
   1. under the Bribery Act;
   2. under legislation creating offences in respect of fraudulent acts; or
   3. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with RSSB; or
4. defrauding or attempting to defraud or conspiring to defraud RSSB.

**“Project”** shall mean the project described in Schedule 1.

**“Project IPR”** shall have the meaning given to it in clause 8.1.

**“Project Manager”** shall mean the individual who has been nominated to represent RSSB for the purposes of this Agreement.

* 1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
  2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
  4. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  5. A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
  6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  8. This Agreement shall be binding on the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
  9. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
  11. A reference to **writing** or **written** includes email but not fax.
  12. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
  13. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
  14. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1. Purpose of Grant
   1. The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of RSSB.
   2. The Recipient shall not make any significant change to the Project without RSSB's prior written agreement.
   3. Where the Recipient intends to apply to a third party for other funding for the Project, it will notify RSSB in advance of its intention to do so and, where such funding is obtained, it will provide RSSB with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for funding from another person in respect of any part of the Project or any related administration costs that RSSB is funding in full under this Agreement.
2. Payment of Grant
   1. Subject to clause 12, RSSB shall pay fifty percent (50%) of the Grant following execution of the Grant Agreement and within 30 days of receipt valid invoice from the Grant Recipient. The remaining fifty percent (50%) of the Grant shall be payable to the Grant Recipient following completion of the activities set out in the Project Proposal to the satisfaction of the RSSB and within 30 days of receipt of a valid invoice, in accordance with Schedule 2, subject to the necessary funds being available to RSSB when payment falls due, and subject to receipt by RSSB from the Recipient of any report or evidence required in respect of a particular instalment (as set out at Schedule 2).
   2. No Grant shall be paid unless and until RSSB is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
   3. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
   4. The Recipient shall promptly repay to RSSB any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
3. Use of Grant
   1. The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3.
   2. Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.
   3. The Recipient shall not use the Grant to:
      1. make any payment to members of its Governing Body;
      2. purchase buildings or land; or
      3. pay for any expenditure commitments of the Recipient entered into or accruing before the Commencement Date,

unless this has been approved in writing by RSSB.

* 1. The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
  2. 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 RSSB or, if agreed in writing by RSSB, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties in writing.
  3. Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from RSSB for this purpose.

1. Accounts and records
   1. The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
   2. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
   3. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. RSSB shall have the right to review, at RSSB's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
   4. The Recipient shall provide RSSB with a copy of its annual accounts within six months (or such lesser period as RSSB may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
   5. The Recipient shall comply and facilitate RSSB's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and RSSB.
2. Monitoring and reporting
   1. The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
   2. The Recipient shall provide RSSB with a financial report and an operational report on its use of the Grant and delivery of the Project four weekly and in such formats as RSSB may reasonably require. The Recipient shall provide RSSB with each report within [R&D to insert frequency] of the last day of the quarter to which it relates.
   3. Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
   4. Along with its four weekly financial report, the Recipient shall provide RSSB with a risk register and insurance review in the format provided by RSSB. The Recipient shall address the health and safety of its staff in the risk register.
   5. The Recipient shall on request provide RSSB with such further information, explanations and documents as RSSB may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
   6. The Recipient shall permit any person authorised by RSSB such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
   7. The Recipient shall permit any person authorised by RSSB for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, RSSB considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
   8. The Recipient shall provide RSSB with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.
3. Acknowledgment and publicity
   1. The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of RSSB as the source of the Grant.
   2. The Recipient shall not publish any material referring to the Project or RSSB without the prior written agreement of RSSB. RSSB shall provide such written agreement or otherwise within 30 (thirty) working days of receipt of a written request (attaching the material for proposed publication) from Grant Recipient. The Recipient shall acknowledge the support of RSSB in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by RSSB) shall include RSSB's name and logo (or any future name or logo adopted by RSSB) using the templates provided by RSSB from time to time.
   3. In using RSSB's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by RSSB from time to time.
   4. The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by RSSB.
   5. RSSB may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
   6. The Recipient shall comply with all reasonable requests from RSSB to facilitate visits, provide reports, statistics, photographs and case studies that will assist RSSB in its promotional and fundraising activities relating to the Project.
4. Intellectual Property Rights
   1. [Subject to clause 8.6,] RSSB and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either RSSB or the Recipient before the Commencement Date (**“Background IPR”**) or developed by either party during the Grant Period (**“Project IPR”**), shall remain the property of that party.
   2. Where RSSB has provided the Recipient with materials for use in connection with the Project (including its name and logo) in respect of which RSSB owns all or any of the Intellectual Property Rights comprised therein, the Recipient shall, on termination of this Agreement, cease to use such materials immediately and shall either return or destroy such materials as requested by RSSB.
   3. The Recipient shall take all reasonable steps to register in the United Kingdom (and any such other jurisdictions as may be appropriate) the Project IPR, where the Project IPR is registerable. To the extent that the Project IPR is not registerable, the Recipient shall take all reasonable steps to ensure it is adequately protected.
   4. The Recipient hereby grants to RSSB an irrevocable, worldwide, royalty-free, assignable, licence to use the Project IPR (and any related Recipient Background IPR required to make use of the Project IPR), provided that RSSB and its successors in title shall not be permitted to:
      1. use the Project IPR for commercial gain; or
      2. grant sub-licences of its rights under this clause 8.4, except where:
         1. such sub-licences are granted to any of RSSB’s members.
   5. This clause 8 is subject to clause 10 and Schedule 4.
5. Confidentiality
   1. Each party undertakes that it shall not at any time disclose to any person any confidential information in any form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory or wherever located) concerning the business, Know-How, affairs, customers, clients or suppliers of the other party, or of any of the other party’s contractors, customers, agents, distributors, shareholders, managers or business contacts, except as permitted by clause 9.2 [or clause 9.3].
   2. Each party may disclose the other party's confidential information:
      1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
      2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
   3. RSSB may disclose the Recipient’s confidential information where that information forms part of the Project IPR and is sublicensed by RSSB pursuant to clause 8.4.2. RSSB shall ensure that any person to whom it grants a sub-licence complies with this clause 9.
   4. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
   5. This clause is subject to clause 10 and Schedule 4.
6. Publication, Reporting and Dissemination

Schedule 4 shall apply, and shall take priority to the extent its provisions conflict with or are inconsistent with clauses 8 and 9.

1. Data protection

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**“DPA”**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with this Agreement.

1. Withholding, suspending and repayment of Grant
   1. RSSB's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to RSSB's other rights and remedies, RSSB may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
      1. the Recipient uses the Grant for purposes other than those for which they have been awarded;
      2. the delivery of the Project does not start within [NUMBER] months of the Commencement Date and the Recipient has failed to provide RSSB with a reasonable explanation for the delay;
      3. RSSB considers that the Recipient has not made satisfactory progress with the delivery of the Project;
      4. the Recipient is, in the reasonable opinion of RSSB, delivering the Project in a negligent manner;
      5. the Recipient obtains duplicate funding from a third party for the Project;
      6. the Recipient obtains funding from a third party which, in the reasonable opinion of RSSB, undertakes activities that are likely to bring the reputation of the Project or RSSB into disrepute;
      7. the Recipient provides RSSB with any materially misleading or inaccurate information;
      8. the Recipient commits or committed a Prohibited Act;
      9. any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of RSSB, bring or are likely to bring RSSB's name or reputation into disrepute;
      10. 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);
      11. the Recipient becomes insolvent, or is declared bankrupt, or 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;
      12. 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 30 days of receiving written notice detailing the failure; or
      13. any investigation or any legal proceedings is or are commenced concerning the compatibility of the grant arrangements set out in this Agreement with the provisions of Articles 107-109 of the Treaty on the Functioning of the European Union (as may be amended from time to time) and any regulations or other legislation made pursuant to those provisions.
   2. RSSB may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to RSSB.
   3. The Recipient shall make any payments due to RSSB without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
   4. Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify RSSB as soon as possible so that, if possible, and without creating any legal obligation, RSSB will have an opportunity to provide assistance in resolving the problem or to take action to protect RSSB and the Grant monies.
2. Limitation of liability
   1. RSSB accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless RSSB, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
   2. Subject to clause 13.1, RSSB's liability under this Agreement is limited to the payment of the Grant.
3. Warranties
   1. The Recipient warrants, undertakes and agrees that:
      1. it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
      2. it has not committed, nor shall it commit, any Prohibited Act;
      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 RSSB immediately of any significant departure from such legislation, codes or recommendations;
      4. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
      5. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
      6. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
      7. all financial and other information concerning the Recipient which has been disclosed to RSSB is to the best of its knowledge and belief, true and accurate;
      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;
      9. it is not aware of anything in its own affairs, which it has not disclosed to RSSB or any of RSSB's advisers, which might reasonably have influenced the decision of RSSB to make the Grant on the terms contained in this Agreement; and
      10. since the date of its last accounts there has been no material change in its financial position or prospects.
4. Anti-Bribery
   1. The Recipient shall comply, and ensure that its employees and agents also comply, with all RSSB’s policies from time to time notified to it, including but not limited to the Business Conduct, Confidentiality and Anti-Corruption Policy and shall not, directly or indirectly, offer or give or agree to give to any person acting for or on behalf of RSSB any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this Agreement or any other contract with RSSB for showing or forbearing to show favour or disfavour to any person in relation to this Agreement.
   2. Without prejudice to the generality of clause 15.1, the Recipient shall not, directly or indirectly, engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act or which would constitute such an offence but only for the fact that the activity, practice or conduct took place outside of the United Kingdom.
5. Insurance
   1. The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (**“the Required Insurances”**).
   2. The Required Insurances referred to above include (but are not limited to):
      1. public liability insurance with a limit of indemnity of not less than [ten] million pounds [(£10,000,000)] in relation to any one claim or series of claims arising from the Project; and
      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 RSSB a copy of such insurance policies and evidence that the relevant premiums have been paid.

1. Duration

Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

1. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

1. Termination
   1. RSSB may terminate this Agreement (for any reason) on giving the Recipient [30 days’] written notice.
   2. In the event that RSSB serves notice of termination (**“the Notice”**)on the Recipient in accordance with clause 18.1, any part of the Grant which has been paid to the Recipient and which is unspent at the date of receipt of the Notice shall be repaid to RSSB in advance of termination (unless RSSB instructs otherwise in writing). For the avoidance of doubt, RSSB’s right to repayment under this clause 18.2 is without prejudice to RSSB's other rights and remedies under this Agreement.
2. Consequences of Termination
   1. On termination or expiry of this Agreement, the following clauses shall continue in force: clause 1, clause 8.3, [clause 8.4,] [clause 8.5,] [clause 8.6,] clause 9, clause 10, clause 13, clause 24, clause 28, clause 29, clause 30 and Schedule 4.
   2. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
3. Assignment
   1. RSSB may, without the prior written consent of the Recipient, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.
   2. The Recipient may not, without the prior written consent of RSSB, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.
4. Waiver

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

1. Entire Agreement

This Agreement (including the Schedules and the documents annexed to it or otherwise referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

1. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

1. Notices
   1. All notices to be given hereunder shall be in writing and may be served:
      1. personally;
      2. by pre-paid first-class post or other next working day delivery service; or
      3. by email, provided always that a hard copy of the notice is also served,

to the relevant party’s registered address (or as it may from time-to-time be notified in writing to the other party) or to such email address as shall be notified in writing to the other party (as appropriate).

* 1. Any notice shall be deemed to have been received:
     1. if delivered by hand, on signature of a delivery receipt;
     2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
     3. if sent by email, at 9.00 am on the next Business Day after sending.
  2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

1. Dispute resolution
   1. If any dispute arises in connection with this Agreement, where either party encounters problems that may adversely affect the successful outcome and timely achievement of the Project and which is not able to be resolved satisfactorily, either individually or collectively, then the directors or other senior representatives of the parties with authority to settle the dispute will within 21 days of written request from one party to the other, meet (in person or otherwise) in good faith to resolve the dispute.
   2. If the dispute is not resolved at the meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (**“CEDR”**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
   3. The mediation will take place in London, England and the language of the mediation will be English, and each party shall be responsible for its own costs arising in this respect.
   4. The “Mediation Agreement” referred to in the CEDR Model Mediation Procedure shall be governed by, and construed and take effect in accordance with English Law. The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or within.
   5. The commencement of mediation will not prevent the parties commencing or continuing court proceedings.
2. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

1. Joint and several liability

Where the Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

1. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

1. Governing law

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.

**This Agreement** has been entered into as a deed on the date stated at the beginning of it.

1. The Project
2. Payment Schedule

|  |  |
| --- | --- |
| **Amount of Grant Payable** | **Date of Payment** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. Breakdown of Grant

[Insert existing master pricing sheet for breakdown of the grant]

1. Publication, Reporting and Dissemination
   * + 1. Notwithstanding the provisions of clauses 8 and 9, RSSB reserves the right, at any time during or after the Grant Period, to publish reports and documents and to disseminate knowledge relating to or deriving from the Project for the benefit of the rail industry. This includes (but is not limited to) the right to:
          1. publish, or require the Recipient to publish, one or more reports on the Project (which may or may not be created by the Recipient) on RSSB’s publicly accessible online library of publications and information relevant to the rail industry, “SPARK”;
       2. The Recipient hereby grants to RSSB a non-exclusive, irrevocable, non-assignable, worldwide, royalty-free licence to use such Intellectual Property Rights as it may require in order to undertake the activities set out at paragraph 1 of this Schedule 4, provided that RSSB shall not be permitted to grant sub-licences out of its rights under this paragraph 2 of Schedule 4.

|  |  |
| --- | --- |
| EXECUTED as a DEED for and on behalf of RAIL SAFETY AND STANDARDS BOARD LIMITED by |  |
| Mark Phillips | ................................. |
|  | Chief Executive Officer |
|  |  |
| IN WITNESS WHEREOF BY  SIGNATURE OF WITNESS  NAME OF WITNESS  DATE | .................................  .................................  ................................. |
|  |  |

|  |  |
| --- | --- |
| EXECUTED as a DEED for and on behalf of [RECIPIENT] by |  |
| [NAME OF DIRECTOR] | ................................. |
|  | Director |
|  |  |
| IN WITNESS WHEREOF BY  SIGNATURE OF WITNESS  NAME OF WITNESS  DATE | .................................  .................................  ................................. |