

CDC SEED GRANT FUNDING AGREEMENT

- 1) **THE UNIVERSITY OF LIVERPOOL**, an exempt charity and body incorporated by the Royal Charter under registration number 000660, of The Foundation Building, 765 Brownlow Hill, Liverpool, L69 7ZX (the “**UoL**”); and
- 2) **[INSERT NAME] [LIMITED] OR [PLC]**, a company registered in England under number **[insert number]**, whose registered office is at **[insert address of registered office]** OR of **[insert address of principal office]** (hereinafter “**Recipient**”);

hereinafter referred to as the “Parties” and each of them being a “Party”.

BACKGROUND

- A. UoL has been awarded a grant from the Liverpool City Region Combined Authority (the “**Funder**”), in respect of a project titled “Civic Data Cooperative” (the “**CDC**”). As part of the CDC, the UoL wishes to distribute funds to local businesses to promote impactful service design innovation in relation to health and social care.
- B. The Recipient has successfully bid for funds to support a project looking to solve or contribute towards solving a problem relating to “**[insert short description of the problem]**” (the “**Grant**”). A copy of the application submitted by the Recipient to UoL is attached to this Agreement at Schedule 1.
- C. This Agreement sets out the terms and conditions under which UoL will pass on the funds to the Recipient and how the Recipient shall use the funds for the Grant.

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Agreement shall commence on the date of the last signatory to this Agreement and shall continue for twelve (12) months unless terminated earlier in accordance with this Agreement.
2. The Recipient shall provide UoL with information on the following; i) external jobs created, ii) impact on health outcomes and NHS efficiency, and iii) contribution to local economic growth, in relation to the Grant and use of the Grant Budget, at six (6) and twelve (12) months following execution of this Agreement. The Recipient agrees to provide to UoL promptly on request (and where it is legally able to do so) any additional information, documentary evidence and records in respect of the Grant that the UoL may reasonably require from time to time in order to fulfil its reporting obligations to the Funder.
3. UoL shall provide £**[insert amount]**, inclusive of VAT (the “**Grant Budget**”) to the Recipient to be used for the Grant only. The Recipient shall invoice UoL on execution of this Agreement. The Recipient shall send the invoice to cdc.info@liverpool.ac.uk with reference **[insert relevant reference]**. UoL shall make payment to the Recipient within thirty days of receipt of an invoice from the Recipient.
4. Any intellectual property, know-how and results created in the course of the Grant shall be owned by the Recipient.
5. The Recipient shall ensure all press statements, publications and external communications relating to the Grant and Grant Budget:

- 5.1. comply with the CDC logo/branding guidance provided by UoL; and
- 5.2. include the following statement acknowledging the support of the CDC, “*Supported by the Civic Data Cooperative*”.
6. UoL may terminate this Agreement immediately on written notice upon the occurrence of any of the following events:
 - 6.1. the Recipient enters into bankruptcy or liquidation or any other arrangement for the benefit of its creditors; or
 - 6.2. the Recipient is in material breach of this Agreement and such breach is not capable of remedy; or
 - 6.3. the Recipient is in material breach of this Agreement and such breach is capable of remedy but the Recipient remains in breach on the expiry of twenty-eight (28) days after receipt by it of written notice specifying the breach and the action reasonably required to remedy the same.
7. On termination, the Recipient will return to UoL the unused portion of the Grant Budget without delay.
8. In accepting the Grant, the Recipient agrees to indemnify UoL against costs, claims or liabilities (including legal costs) suffered or incurred by UoL as a result of any action, claim or complaint brought against UoL in connection with or arising from the Grant.
9. The maximum liability of a Party under this Agreement shall not exceed the Grant Budget and shall not, in any case extend to indirect or consequential losses. Nothing in this Agreement limits or excludes any Party’s liability for (a) death or personal injury resulting from negligence; or (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
10. The Recipient shall comply with all applicable laws, regulations and statutes, including those relating to anti-bribery, modern slavery and data protection. This Agreement shall be governed and construed in accordance with the laws of England and Wales and the Parties agree to the exclusive jurisdiction of the English Courts.
11. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of **THE UNIVERSITY OF LIVERPOOL**

for and on behalf of **INSERT NAME [LIMITED] OR [PLC],**

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: Head of Operations

Title: _____

Dated: _____

Dated: _____

SCHEDULE 1

CDC Application

[to be inserted]