

DATED 14 March 2024

BETWEEN  
(1) LEEDS CITY COUNCIL  
(2) COLLABORATIVE LEARNING TRUST

**Grant Agreement**

BACKGROUND  
(A) The Parties have agreed to enter into this Grant to the Corporation for carrying out the project set out in Schedule 1.

between

**LEEDS CITY COUNCIL**

and

**Collaborative Learning Trust**

(B) These terms and conditions are intended to apply to the Grant and are used for the purpose of recording the agreement.

1.1 Definitions

1.2 Grant

1.3 Grant Agreement

1.4 Grant Agreement

1.5 Grant Agreement

1.6 Grant Agreement

1.7 Grant Agreement

1.8 Grant Agreement

1.9 Grant Agreement

**Catherine Witham  
City Solicitor  
Leeds City Council  
Civic Hall  
Leeds  
LS1 1UR**

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**THIS AGREEMENT** is dated the fourteenth day of March 2024

**BETWEEN**

- (1) **LEEDS CITY COUNCIL** whose principal address is at Civic Hall, Calverley Street, Leeds, LS1 1UR (the "**Funder**"); and
- (2) **COLLABORATIVE LEARNING TRUST** a [registered charity (insert charity number)] **AND/OR** [a registered company (insert company number)] whose registered office address is at [Insert address] (the "**Recipient**").

#### **BACKGROUND**

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project as defined in Schedule 1.
- (B) The Funder is in receipt of Public Sector Decarbonisation Scheme Phase 3B funding to decarbonise the energy consumption of the Site, and are paying the Grant to the Recipient in order for the contractor to be paid.
- (C) The Funder will be contract and project managing the delivery of the Project, with the main responsibility of the Recipient being the payment of the contractors. This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (D) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

#### **AGREED TERMS**

##### **1. DEFINITIONS**

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

- i) **Agreement:** this written agreement between the Funder and the Recipient consisting of these clauses and any attached Schedules;
- ii) **Bribery Act:** 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;
- iii) **Commencement Date:** 14<sup>th</sup> March 2024;

- iv) **Data Protection Legislation:** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or Supervisory Authority and applicable to a Party;
- v) **Governing Body:** the governing body of the Recipient including its directors or trustees;
- vi) **Grant:** the sum of £786,340 to be paid to the Recipient in accordance with this Agreement;
- vii) **Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on 30 June 2024;
- viii) **Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;
- ix) **Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
- x) **Law:** means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body;
- xi) **Prohibited Act:** means:
  - (a) offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
    - i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

- ii showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
  - (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
  - (c) committing any offence:
    - i under the Bribery Act;
    - ii under legislation creating offences in respect of fraudulent acts; or
    - iii at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
  - (d) defrauding or attempting to defraud or conspiring to defraud the Funder;
- xii) **Project:** the project described in Schedule 1;
- xiii) **Regulation:** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the Law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;
- xiv) **Regulatory Body:** means any Government department or regulatory, statutory or other entity, committee, ombudsman and body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Funder;
- xv) **Schedule:** a schedule attached to, and forming part of, the Agreement;

- xvi) **Subsidy:** has the meaning given in section 2(1) of the Subsidy Control Act 2022;
- xvii) **Subsidy Control Rules:** means the Subsidy Control Act 2022 and any associated regulations and guidance issued by any Regulatory Body from time-to-time;
- xviii) **Substantial Completion:** means the installation of all equipment included within the Project, prior to commissioning and project completion.
- xix) **Supervisory Authority:** means the relevant supervisory authority in the territories where the Parties are established, [which for the purpose of this Agreement is the Information Commissioner's Office or any replacement or successor body];
- xx) **UK Data Protection Legislation:** means all applicable legislation and regulatory requirements relevant to the Parties which are in force relating to the use of personal data and the privacy of electronic communications, including, without limitation, (i) any data protection legislation in force in the United Kingdom including the Data Protection Act 2018 or any legislation which replaces it, and (ii) the Regulation;
- xxi) **Unlawful Subsidy:** means any Subsidy which has been granted contrary to the requirements of the Subsidy Control Rules; and
- xxii) **Working Days:** means any day except a Saturday, Sunday or any public holidays in England and Wales.

## 2. PURPOSE OF GRANT

- 2.1 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 the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.

### **3. PAYMENT OF GRANT**

- 3.1 Subject to clause 11, the Funder shall pay the Grant to the Recipient in one instalment.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project. The Recipient shall evidence this by provision of a purchase order for the values specified in 3.1 for the required contractor.
- 3.3 The amount of the Grant may be increased in the event of any overspend by the contractor in its delivery of the Project.
- 3.4 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) 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.

### **4. USE OF GRANT**

- 4.1 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. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of the Funder.
- 4.2 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
  - (b) purchase buildings or land; or
  - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- unless this has been approved in writing by the Funder.
- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period unless by prior agreement.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be

entitled to retain the unspent monies to use for charitable purposes as agreed between the Parties.

- 4.5 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 the Funder for this purpose.

## **5. ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 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.
- 5.3 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. The Funder shall have the right to review, at the Funder'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.
- 5.4 If requested, the Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

## **6. MONITORING AND REPORTING**

- 6.1 The Funder 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.
- 6.2 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.



- 6.3 The Recipient shall permit any person authorised by the Funder 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.
- 6.4 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder 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.
- 6.5 The Funder shall provide the Recipient with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

#### **7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder, not to be reasonably withheld. The Recipient shall acknowledge the support of the Funder 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 the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time-to-time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

**8. CONFIDENTIALITY**

- 8.1 Subject to clause 9 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.

**9. FREEDOM OF INFORMATION**

- 9.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.

- 9.2 The Recipient shall:

- (a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
- (b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within five (5) Working Days (or such other period as the Funder may specify) of the Funder requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

- 9.3 The Funder shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; or
- (b) is to be disclosed in response to a request for information.

- 9.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

9.5 The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose information:

- (a) without consulting with the Recipient; or
- (b) following consultation with the Recipient and having taken its views into account,

provided always that where clause 9.5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

9.6 The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

## **10. DATA PROTECTION**

10.1 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 Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.

## **11. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

11.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

- (c) the Recipient provides the Funder with any materially misleading or inaccurate information;
  - (d) the Recipient commits or committed a Prohibited Act;
  - (e) 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 the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
  - (f) 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);
  - (g) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
  - (h) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.
- 11.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of 3.4, 4.4 and 11.1), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.
- 11.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 11.4 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 the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

**12. ANTI-DISCRIMINATION**

12.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

12.2 The Recipient shall take all reasonable steps to secure the observance of clause 12.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

**13. WARRANTIES**

13.1 The Recipient warrants, undertakes and agrees that:

- (a) it shall support the Funder in delivering the Project through provision of access and facilitating of works (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) 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;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (f) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (g) 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;
- (h) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

- (i) since the date of its last accounts there has been no material change in its financial position or prospects.

#### **14. INSURANCE**

- 14.1 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**").
- 14.2 The Required Insurances referred to above include (but are not limited to):
  - (a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
  - (b) employer's 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.

The Recipient shall (on written request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

#### **15. TERMINATION**

- 15.1 The Funder may, acting reasonably, terminate this Agreement and any Grant payments only in the event that planning approval is not granted and the Project cannot proceed.
- 15.2 The solar panel contribution will be funded regardless of whether planning permission for the air source heat pump is granted.

#### **16. ASSIGNMENT**

- 16.1 The Recipient may not, without the prior written consent of the Funder, 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.

#### **17. NOTICES**

- 17.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if

Working Day, they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

17.2 For the purposes of clause 17.1, the address of each Party shall be:

(a) For the Funder:

For the attention of: Polly Cook

Civic Hall, Calverley Lane, Leeds, LS1 1UR

Tel: 01133785845

Email: polly.cook@leeds.gov.uk

(b) For the Recipient:

For the attention of: Kate Owen

94-96 Pegholme, Wharfebank Mill, Ilkley Road, Otley  
LS21 3JP

Tel: 01943 262203

Email: kate.owen@collaborativelearningtrust.co.uk

17.3 Either Party may change its address for service by serving a notice in accordance with this clause.

## **18. NO PARTNERSHIP OR AGENCY**

18.1 This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

## **19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

19.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## **20. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES**

20.1 General Compliance

In performing its obligations under the Agreement, the Recipient shall:

- (a) comply with all applicable anti-slavery and human trafficking Laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) comply with the Council's Combating Modern Day Slavery in Leeds Strategy, as may be amended from time to time and have and maintain throughout the term of the Agreement its own policies and procedures to ensure its compliance; and
- (c) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.

#### 20.2 Due Diligence

- (a) The Recipient represents and warrants that:
  - (1) neither the Recipient nor any of its officers, employees or other persons associated with it:
    - (A) has been convicted of any offence involving slavery and human trafficking; and
    - (B) having made reasonable enquiries, so far as it is aware and to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
  - (b) The Recipient shall implement due diligence procedures for its direct subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

#### 20.3 Reports



supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

### 20.3 Reports

- (a) The Recipient shall notify the Funder as soon as it becomes aware of:
  - (i) any breach, or potential breach, of clause 21 (General Compliance); or
  - (ii) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- (b) The Recipient shall prepare and deliver to the Funder, on an annual basis, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

### 20.4 Record Keeping and Audits

The Recipient shall:

- (a) maintain a complete set of records to trace the supply chain of all services provided to the Funder in connection with the Agreement; and
- (b) permit the Funder on reasonable notice during normal business hours, to have access to and take copies of the Recipient's records and any other information and to meet with the Recipient's personnel to audit the Recipient's compliance with its obligations of this clause; and
- (c) implement annual audits of its compliance and its direct subcontractors' and suppliers' compliance with all applicable anti-slavery and human trafficking Laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

### 20.5 Training

- (a) The Recipient shall implement a system of training for its employees, to ensure compliance with all applicable anti-slavery and human trafficking Laws, statutes, regulations and

codes from time to time in force including but not limited to the Modern Slavery Act 2015.

- (b) The Recipient shall keep a record of all training offered and completed by its employees, to ensure compliance with all applicable anti-slavery and human trafficking Laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall make a copy of the record available to the Funder on request.

#### 20.6 Indemnity

The Recipient shall indemnify the Funder against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Funder as a result of any breach of any applicable anti-slavery and human trafficking Laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

#### 20.7 Warranties

The Recipient represents warrants and undertakes that it conducts its business in a manner that is consistent with all applicable anti-slavery and human trafficking Laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

#### 20.8 Termination

The Funder may terminate the Agreement with immediate effect, pursuant to clause 15 by giving written notice to the Recipient if the Recipient commits a breach of this clause 20.

### 21. VARIATION

- 21.1 No variation of this agreement of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representative).

### 22. GOVERNING LAW & JURISDICTION

- 22.1 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 courts of England and Wales.

comply with the same. In particular (and without prejudice to the generality of the foregoing) the Recipient shall at the request of the Funder provide such evidence that the Funder may reasonably require that no Unlawful Subsidy has occurred.

23.2 If the provision of the Grant constitutes an Unlawful Subsidy, then the Funder shall, to the extent available or permitted under applicable Law, be entitled to recover from the Recipient the amount of such Unlawful Subsidy together with such interest as it is required to recover by any applicable Law. The Recipient shall repay such amounts to the Funder within the timescales required by the applicable Law.

23.3 The Funder may, at its sole discretion, vary the requirements relating to the rules governing the grant of a Subsidy in line with any changes to applicable Law from time-to-time.

23.4 Where the Grant has been awarded to the Recipient in accordance with specific Subsidy Control Rules, the Recipient hereby confirms that any information which it has supplied to the Funder in connection with the award of the Grant was accurate and correct at the time it was given and, as at the date of this Agreement, has not changed in any way save as may have been notified to the Funder.

**SIGNED** for and on behalf of the Parties on the date first written above.

**SIGNED** for and on behalf of **LEEDS CITY COUNCIL** by:

Signature:

Name of Signatory:

Job Title:

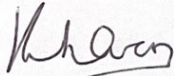
[Signature:

Name of Signatory:

Job Title:]

**SIGNED** for and on behalf of **COLLABORATIVE LEARNING TRUST** by:

Signature:



Name of Signatory: KATE OWEN

Job Title: FINANCE DIRECTOR

**Schedule 1 The Project**

The Project is to install air source heat pumps and solar photovoltaic panels to provide heat, hot water and solar-generated electricity to the Chippendale swimming pool in Otley.

The air source heat pump and ancillary technology will be installed by Cenergist Ltd in line with the designs included at Appendix 1.

The solar panels will be installed by Solar for Schools CBS Ltd in line with the designs included at Appendix 2.

Solar PV	Solar for Schools	25,000
Commissioning		

**Schedule 2 Payment Schedule**

<b>Amount of Grant Payable</b>	<b>Date of Payment</b>
£786,340	18 March 2024

**Schedule 3 Breakdown of Grant**

<b>Item of Expenditure</b>	<b>Contractor</b>	<b>Value (£)</b>
Air source heat pump – design and equipment	Cenergist Ltd	£626,513.72
Air source heat pump – installation and commissioning	Cenergist Ltd	£109,826.28
Solar PV - Design, equipment and installation	Solar for Schools	£45,000
Solar PV - Commissioning	Solar for Schools	£5,000

