

## Grant Schedule

### Title of Grant

Activation Grant Round Two – Fix The Digital Divide – 2023 to 2024

### Description of grant:

The Activation Grant is for organisations who are new to the National Digital Inclusion Network looking to take their first steps with digital inclusion. The £1,000 grant should be used to establish digital inclusion services alongside existing provision. The grant is part of the wider Fix The Digital Divide Fund which offers a number of different funding opportunities to members of our network.

Do please review the full Grant Description & Application Guidance document as well as these Terms & Conditions before accepting the contract if one is offered.

### Amount of grant

The grant size is £1,000, please see the next section for what is required of each grantee.

By agreeing to these Terms & Conditions, you accept that the measures outlined above may change as part of our test and learn approach. However, Good Things Foundation will provide notice if this is the case, and any changes will not substantially impact your time required on the project”.

### Project outputs

The outputs are for the grant are as follows:

- Attend an introductory session to get clarity on requirements.
- Complete an Impact Survey towards the end of the grant period.
- Attend a new joiner’s Welcome Call (unless already attended).
- Participate in at least one Network Meet-Up.
- Engage with a Network Ambassador by taking part in at least one phone call.
- Explore how to embed Learn My Way or the National Databank.
- Be willing to speak with a member of our research team.
- Be willing to speak with the team managing the grant as and when required.
- Be willing to provide a testimonial case study about the impact of the grant.

We may recommend other optional activities, resources or training beyond the above.

**Start date of Grant**

Monday 17th June 2024

**End date of Grant**

Friday 13th December 2024

**Payment schedule – amounts and dates:**

June 2024 - 100%

*Subject to accepting the contract on the Network Members Area, providing bank account evidence and attending the onboarding session.*

**Training and onboarding**

The person responsible for managing the project in your Hub will be required to attend a training/onboarding session. Please note the individual attending will need to book onto the event using the link we have provided. That individual **MUST** be a user associated with your Hub account – please visit our Network website to [View My Hub](#) page and review, or add users, to your Hub account.

If we do not have a record of a user attached to your Hub attending the training, and you haven't let us know at least five working days beforehand, Good Things Foundation reserves the right to withhold your first payment and withdraw your Hub from this grant. In some cases a follow-up training will be made available, but this can not be guaranteed, you must ensure your Hub attends the project training/onboarding. It is not sufficient to watch a recording afterwards or review the slides.

**Non-Payment**

You are required to supply us with accurate banking information in order for us to process any payments due to you under a grant agreement. You will be prompted to add, or check, the account details we hold for you in your award email. Only your Hub Account Manager or Finance Manager can check and/or update these details, through the link on the Manage My Hub page. If you are entering these details for the first time you will need to supply us with a copy of a recent bank statement. Instructions on how to do this are included on the input screen.

Failure to input the correct bank details, will result in delays, or in some circumstances payments made into the wrong account. In this event, Good Things will not take any responsibility for the reimbursements of payments where the information supplied by you has been entered incorrectly.

You are required to report to us with immediate effect if you have not received a payment within four weeks.

You can contest a decision we have made to withhold/defer a payment within 10 working days of receiving your notification email. Requests which fall outside this period will not be considered.

(For your individual Hub information please see your funding notification email)

## **Terms and Conditions ('Terms') for Activation Grant Round Two - Fix The Digital Divide - 2023 to 2024**

### **BACKGROUND:**

- A. We, the Funder, have agreed to pay the Grant to You, the Recipient, to assist in carrying out the Project.
- B. This Agreement sets out the terms and conditions under which the Grant is made by Us to You.
- C. These terms and conditions are intended to ensure that the Grant is used for the purposes for which it is awarded.

### **AGREED TERMS:**

#### **1. Definitions and Interpretation**

The following definitions apply to expressions used in these Terms:

**"Business Day"** shall mean a week day from Monday to Friday (inclusive) except bank or public holidays in England;

**"Confidential Information"** means any information that You provide to Us, or vice versa, that is indicated or marked as "Confidential" at the time it is provided or ought reasonably be considered to be confidential.

**"Funding Notification email"** means the email sent to You to notify You of the grant award.

**"Grant"** means the funding provided or to be provided as defined in the Grant Schedule and the Funding Notification email.

**"Grant Documentation"** means the documentation associated with the Grant including, but not limited to, the online Project Application Form, the Grant Schedule and these Terms, and the Funding Notification email.

**"Grant Project Period"** means the term of the Project as set out in the Grant Schedule.

**"Grant Schedule"** means the schedule titled as such to which these Terms are attached

**“Know-how”** means any 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.

**“Project”** means the project named in the Grant Schedule for which the application of the Grant is to be carried out in accordance with these Terms.

**“Project Outputs”** means the project outputs to which You are committed as set out in the Grant Schedule.

**“Registered Digital Inclusion Hub”** shall mean an Hub that has applied and been accepted as an Member of the National Digital Inclusion Network through the Good Things Foundation Registration Process”;

<https://network.goodthingsfoundation.org/join-the-network>

**“Start Date”** means the date specified as such in the Grant Schedule or such later date as shall be notified to You, being the date on which the Project will be started by You.

**“Terms”** means this document, as amended from time to time.

**“The Recipient/You/Your”** means You, the Registered Digital Inclusion Hub named in the Grant Schedule being the recipient of the Grant.”

**“Total Amount”** means the total amount of the Grant as set out in the Grant Schedule.

**“We/Us/Our”** shall mean the Good Things Foundation Hub being the Funder

**“You/Your”** shall mean the Registered Digital Inclusion Hub being the recipient of The Grant

## **2. Project Requirements**

2.1. We have agreed to provide the Grant (exclusive of value-added tax (“VAT”) to You, and You accept the Grant, on the terms of the Grant Documentation.

2.2. To qualify for payment, You shall:

2.2.1. at all times be a registered member of the National Digital Inclusion Network;

2.2.2. warrant that you are in a position to begin delivery of the Project by the start date and run the event during the grant delivery period;

- 2.2.3. agree to use the Grant solely for the purposes of the Project and in accordance with these terms and conditions, or as otherwise approved by Us in writing;
  - 2.2.4. at all times comply with all applicable laws;
  - 2.2.5. not at any time make significant changes to the Project without Our prior written agreement;
  - 2.2.6. notify Us in advance where You intend to apply to a third party for other funding for the Project, and, where such funding is obtained, it will provide Us with details of the amount and purpose of that funding. You agree and accept that You shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that We are funding in full under this Agreement.
- 2.3. The Project must be delivered and completed in accordance with the Grant Documentation. You must:
- 2.3.1. exercise the standard of skill, care and diligence in implementing the Project that would generally and reasonably be expected of a provider of similar activities including compliance with any codes of ethics, regulations or other industry standards relevant to the Project;
  - 2.3.2. make best endeavours to produce the Project Outputs;
  - 2.3.3. ensure that any information provided to Us is true and accurate in all material respects, and notify Us in writing within 2 weeks of any changes to the information provided to us in respect of the Project (including any changes to information contained in reports);
  - 2.3.4. maintain accurate financial records, in accordance with applicable accounting standards, in relation to the use of the Grant;
  - 2.3.5. not do, or cause to be done, or allow to be done, anything within Your reasonable control, that may harm or result in detriment to Our good name and reputation or may adversely affect, reflect or impact on Us.

### **3. Payment of the Grant**

- 3.1. If you fail to comply with all or any of the terms of this Agreement we are entitled to seek a refund of all monies paid or suspend any payment that may be due to you and terminate the Grant.

- 3.2. Your initial claim for payment and acceptance of your contract must be made through our website, go to [View My Hub](#) to view your applications and accept your contract.
- 3.3. Any Payment of the Grant will be made by Us via the Bank Automated Clearing System (BACS) into the nominated bank account, as outlined in the contract. Go to [View My Hub](#) to view, add or amend your account details.
- 3.4. Any overpayment of the Grant must be repaid to Us as on demand.
- 3.5. Failure by You to meet Our quality requirements set out in the Grant Schedule may result in a suspension or reduction of any payment made or due.
- 3.6. We reserve the right to vary or cancel the Project without being liable for any loss in the event that Our funding for the Project is suspended, varied or withdrawn by our funder prior to the start date of the project.
- 3.7. Any outstanding amounts owed to Good Things Foundation must be paid in full before any grant funding payments can be processed. Grant funding will be held back until full payment has been received by Good Things Foundation.

#### **4. Monitoring**

- 4.1. You must provide all information reasonably requested by Us for the purpose of monitoring and evaluating the delivery and success of the Project.
- 4.2. You shall, with or without prior notice, permit any person authorised by Us such reasonable access to Your employees, agents, premises, facilities, documents, and records for the purpose of discussing, monitoring, and evaluating Your fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations for them.
- 4.3. We reserve the right to see upon request evidence of a complete and rigorous written policy and set of procedures in place at all times to safeguard children, young people or vulnerable adults and compliance with such policies and procedures.
- 4.4. Where You have obtained funding from a third party for Your delivery of part of the Project, You shall include the amount of such funding in Your

financial reports together with details of what that funding has been used for.

- 4.5. In order for Us to maintain a positive working environment for all employees and participants You are required:
  - 4.5.1. to be pro-active in assisting Us in the elimination of harassment and discrimination in any form;
  - 4.5.2. not to be engaged in or permit anyone in Your Hub to engage in any sexual, racial or other harassment or unlawful discrimination against any person (whether or not an employee) in the course of their employment with You.
- 4.6. You must collect, keep and make available to Us 7 Years of Financial records for all expenditure directly or indirectly relating to the Project. Starting from the date you accept these terms. We reserve the right to ask You for this information upon completion of the Project.
- 4.7. You must collect, keep and make available for Us evidence of learners' attendance, for inspection on request. This will be hard copies of signing in sheets which include as a minimum; name, signature, date and time the individual attended the training. This must be kept for any activity delivered as part of the Project until six months after the contract has ended. Failure to do so will result in the contract being revoked.
- 4.8. You shall provide Us with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

## **5. Intellectual Property rights**

- 5.1. 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 party before the Start Date shall remain the property of that party.
- 5.2. All rights, title and interest in or to any information, data, reports, documents procedures, forecasts, technology, know-how in any Intellectual Property designed by You in the course of the Project shall be Our property. You shall at Our request and expense execute any related documents and perform such activities as required by Us to vest all rights, title and interests to or in any such Intellectual Property to Us.
- 5.3. Where We have provided You with any of Our Intellectual Property Rights for use in connection with the Project (including without limitation Our name and logo), You shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or



destroy such Intellectual Property Rights as requested by Us except where We have given You express written consent to use such rights.

## **6. Data Protection and Confidentiality**

- 6.1. All confidential information provided by Us and used by You during the course of the Grant Project Period shall remain Our property and You will treat it as strictly confidential.
- 6.2. All confidential information provided by You and used by Us during the course of the Grant Project Period shall remain Your property and We will treat it as strictly confidential.
- 6.3. You shall (and shall procure that any of Your staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under relevant data protection legislation including but without limitation the Data Protection Act 2018, and both Parties will duly observe all their obligations under such legislation, which arise in connection with the Agreement.
- 6.4. General Data Protection Regulation:
  - 6.4.1. You will comply with the General Data Protection Regulation in relation to any personal data (as defined in that legislation) that is collected, used, processed or disclosed under this Grant Agreement, as applicable;
  - 6.4.2. You will not do anything with Personal Data that will cause us to breach our obligations under the General Data Protection Regulation;
  - 6.4.3. You will provide all assistance as required by us to assist us in complying with our obligations under the General Data Protection Regulation when dealing with personal data.
- 6.5. You will comply with any other applicable laws in relation to data protection and privacy.

## **7. Notification**

- 7.1. You must immediately notify Us in writing of any incident or circumstance involving:
  - 7.1.1. a breach or a potential breach of these Terms;

- 7.1.2. a conflict of interest or a potential conflict of interest that may restrict you in undertaking the Project in a fair and independent way;
- 7.1.3. an emergency affecting the Project;
- 7.1.4. anything that may have any negative impact on Our good name and reputation; and
- 7.1.5. anything which would, or would likely, have a material impact on the desired Project outcomes.

## **8. Information and images**

- 8.1. To enable Us to promote Our activities or the Project, You agree to:
  - 8.1.1. permit Us to use information about You or the Project: and
  - 8.1.2. provide to Us relevant images about You or the Project (ensuring that the consent in relation to the use of such image has been obtained in respect of any person who may appear in each image).

## **9. Limitation of Liability**

- 9.1. We accept no liability for any consequences, whether direct or indirect, that may come about from Your running of the Project, the use of the Grant or from withdrawal of the Grant.
- 9.2. Subject to Clause 9.1, Our liability under this Agreement is limited to the payment of the Grant.
- 9.3. Notwithstanding the above, nothing in these terms shall limit or exclude the Parties' liability for:
  - 9.3.1. death or personal injury resulting from a party's negligence;
  - 9.3.2. fraud or fraudulent misrepresentations; or
  - 9.3.3. anything for which the Parties cannot legally limit or exclude or attempt to limit or exclude their liability.

## **10. Insurance**

- 10.1. You shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by You,

arising out of the Your performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.

10.2. You are required to have an Employer Liability Insurance and Public Liability Insurance for a minimum of £5 million coverage for each policy.

10.3. You are required, upon request, to provide copies of any relevant insurance certificates to Good Things Foundation.

## **11. Warranties**

11.1. You warrant, undertake and agree that:

11.1.1. You have all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);

11.1.2. You shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Us immediately of any significant departure from such legislation, codes or recommendations;

11.1.3. All financial and other information concerning You which has been disclosed to Us is to the best of Our knowledge and belief, true and accurate;

11.1.4. You are not aware of anything in Your own affairs, which You have not disclosed to Us or any of Our advisers, which might reasonably have influenced Our decision to make the Grant on the terms contained in this Agreement;

## **12. Duration**

12.1. 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 You, whichever is longer.

12.2. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **13. Termination**

13.1. We may terminate this Agreement and any Grant payments on giving You one week written notice if:

- 13.1.1. You breach any of your obligations under this Agreement and we consider that the breach cannot be rectified;
- 13.1.2. You breach any of your obligations under this Agreement and You do not rectify the breach within 14 Business Days after We give you a notice to rectify it;
- 13.1.3. We are satisfied on reasonable grounds that you are unable or unwilling to satisfy the terms of this Agreement;
- 13.1.4. in relation to this Agreement or Project, you breach a law of your territory

#### **14. Anti-bribery**

- 14.1. In performing Your obligations under this Agreement, You shall comply with all applicable anti-bribery laws including the Bribery Act 2010 (as updated from time to time).
- 14.2. You shall not in connection with this Agreement make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe or improper payment or advantage to be made or received on Your behalf, either in the United Kingdom or elsewhere and will implement and maintain adequate procedures (which term shall be construed in accordance with the Bribery Act 2010) to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 14.3. You shall comply with Our Anti Bribery and Corruption Policy.
- 14.4. You shall immediately notify Us as soon as You become aware of a breach or possible breach of any of the requirements in this clause.
- 14.5. Any breach of this anti-bribery clause by You shall be deemed a material breach of this Agreement that is not remediable and shall entitle Us to immediately terminate this Agreement immediately on notice to You.

#### **15. Indemnity**

- 15.1. You shall indemnify and hold harmless Us, Our 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 Your actions and/or omissions in relation to the performance or non-performance of the Project, the non-fulfilment of Your obligations under this Agreement or Your obligations to third parties, including any

infringement of a third party's Intellectual Property Rights and any breach of Your data protection obligations.

## **16. Assignment**

16.1. You may not, without Our prior written consent, 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. Waiver**

17.1. If either party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise or delays in exercising a right under these Terms, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by either party of any provision of these Terms will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

## **18. Notices**

18.1. All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.30 pm on any 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.

## **19. Amendments**

19.1. No variation or amendment of these Terms will be effective unless it is made in writing and signed by both Parties.

## **20. Dispute Resolution**

20.1. In the event of any complaint or dispute (which does not relate to our right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution between the parties themselves with a view to resolve the matter within 14 days, or such other period as may be mutually agreed.

20.2. Should the complaint or dispute remain unresolved in accordance with clause 19.1, either party may refer the matter to a Director nominated by

Good Things Foundation and the nominated SRO of your Hub with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by both parties.

- 20.3. In the absence of agreement under Clause 19.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## **21. No Partnership or Agency**

- 21.1. This Agreement shall not create any partnership or joint venture between Us, 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.

## **22. Governing Law and Jurisdiction**

- 22.1. These Terms shall be governed by and construed in accordance with the laws of England and Wales.
- 22.2. The English Courts shall have exclusive jurisdiction to deal with any dispute between the parties in connection with the Project or the Grant, or which has arisen or may arise out of, or in connection with these Terms.

# Annex 1: Data Processing Annex

## 1. Interpretation

In this Data Processing Annex, the following terms shall have the following meanings:

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then; (ii) any successor legislation to the GDPR or the Data Protection Act 1998; (iii) where applicable, the guidance and codes of practice issued by the Information Commissioner.

**Learner:** a person registered on Good Things Foundation Systems (Learn My Way including CaptureIT and English My Way including learner questionnaire) through your Hub as a data subject as defined under the GDPR

**Personal Data:** the personal data that the parties process in connection with the delivery of the Project; “Controller”, “Processing” of personal data and “personal data” shall acquire the meaning given thereto in the Data Protection Legislation.

**Third Country:** as defined in clause 8.1 of this Data Processing Annex;

**We/Us/Our:** Good Things Foundation

**You/Yours:** the registered Digital Inclusion Hub being the recipient of the grant

## 2. Scope and Purpose

- 2.1. The provisions of this Data Processing Annex shall apply only and to the extent that the parties process Personal Data in connection with the delivery of the Project.

## 3. Compliance with the Data Protection Legislation

- 3.1. The Parties shall comply with obligations under all applicable Data Protection Legislation at all times when processing Personal Data.
- 3.2. The Parties shall process Personal Data only in the way and for the purposes set out in clause 4.

## 4. Nature and purpose of the Processing and Processing instructions

- 4.1. Personal Data shall be processed by the Parties in order to aid delivery of the Project.
- 4.2. The parties will take such measures as are reasonably necessary to process Personal Data.

## **5. Confidentiality and Security**

- 5.1. The parties undertake to treat all Personal Data confidentially. Unless required otherwise by this agreement, the parties shall not disclose any Personal Data to a third party other than:
  - 5.1.1. their own employees and contractors for whom such disclosure is reasonably necessary for the delivery of the Project; or
  - 5.1.2. Insofar as required by law, by any government body or other regulatory authority, or by a court or other competent body; and
  - 5.1.3. On condition that the persons to whom Personal Data may be disclosed pursuant to clause.
  - 5.1.4. are bound by obligations of confidentiality which correspond with those imposed by this Data Processing Annex or by the grant terms and conditions;
- 5.2. Taking into account the state of technology, the execution costs, as well as the nature, scope, context and purposes for processing Personal Data, the parties shall take appropriate technical and organizational measures to prevent any accidental or unlawful destruction, loss, modification, unauthorised disclosure of or access to the Personal data.

## **6. Notification of a breach in connection with Personal Data**

- 6.1. Each party shall inform the other by means of written notice as promptly as reasonably possible upon becoming aware of a security breach which accidentally or unlawfully leads to the destruction, loss, modification, unauthorized disclosure or access to Personal Data processed under this Data Processing Annex.

## **7. Subcontracting and Subprocessing**

- 7.1. The parties may subcontract all or part of the Personal Data Processing to subcontractors provided the relevant party and the subcontractor have concluded a written processing agreement which imposes obligations that correspond to those stipulated in this Data Processing Annex.

## **8. Transfer of Personal Data to Third Countries**

- 8.1. The Parties may transfer Personal Data to a recipient in a country outside the European Economic area (such a country being referred to as a Third Country), only if
  - 8.1.1. The EU Commission has taken an adequacy decision concerning that Third Country in accordance with the applicable Data Protection Legislation;



- 8.1.2. The transfer falls within the scope of the EU-US Privacy Shield programme; or
- 8.1.3. The recipient has concluded an agreement with the relevant party which contains model clauses approved by the EU Commission or by another competent governmental authority in accordance with the applicable Data Protection Legislation.

## **9. Audit**

- 9.1. Each party shall inform the other if, in its opinion, an instruction results in a violation of the Data Protection Legislation.

## **10. Assistance in handling requests from Data Subjects**

- 10.1. The parties shall cooperate in:
  - 10.1.1. The handling of requests from data subjects in exercising their rights; and
  - 10.1.2. The performance of a data protection impact assessment in connection with the delivery of the Project.

## **11. Term and Termination**

- 11.1. This Data Processing Annex shall enter into force as of the effective date of the grant agreement and shall remain in force as long as the parties process personal data under it.