

## **COMMUNITY RADIO FUND GRANT AGREEMENT (“Grant Agreement”)**

This Grant Agreement is made between:

- The Office of Communications, Riverside House, 2a Southwark Bridge Road, London SE1 9HA (“Ofcom”); and
- [Licensee Name, Registered Address, Company No: (where applicable)] (the “Licensee”),

individually referred to as “Party” and jointly as “Parties”.

### **1. DEFINITIONS**

1.1. The following terms used in this Grant Agreement are defined in the Annex:

- 1.1.1. Licence;
- 1.1.2. Licensed Service;
- 1.1.3. Designated Purpose;
- 1.1.4. Grant; and
- 1.1.5. Relevant Expenditure Period.

### **2. CONSIDERATION**

2.1. In consideration of Ofcom awarding the Grant to the Licensee, the Licensee agrees to undertake the obligations set out in clause 3. The receipt of consideration is duly acknowledged by the Parties.

### **3. RESPONSIBILITIES**

3.1. The Licensee shall spend the Grant within the Relevant Expenditure Period and for the Designated Purpose only.

3.2. The Licensee shall hold any unused part of the Grant on trust for Ofcom at all times.

3.3. The Licensee shall submit a report to Ofcom, using the form published on Ofcom’s website from time to time, on the spending of the Grant at the following stages:

- halfway through the Relevant Expenditure Period,
- within eight weeks of the end of the Relevant Expenditure Period,
- with any notification given pursuant to clause 3.8 of this Grant Agreement, and
- if applying for a further grant within the Relevant Expenditure Period, with any future application for a grant. This report should cover spending up to the date of the relevant grant application.

3.4. Ofcom may reasonably require in writing that the Licensee submits additional reports and/or information regarding the spending of the Grant, and the Licensee shall comply with such a requirement.

3.5. The Licensee shall publish and make available to the general public non-confidential parts of any reports provided to Ofcom under clause 3.3 at the same time as submitting them to Ofcom. The Licensee shall make such reports available

for inspection at its radio broadcasting offices, its registered company address or on its website and shall publicise their availability in an appropriate manner.

- 3.6. The Licensee shall keep full and accurate accounts and records of Grant expenditure for at least five years after receipt of the Grant payment. During this time the Licensee shall provide Ofcom access to such accounts and records and any explanation Ofcom reasonably requires in relation to Grant expenditure.
- 3.7. The Licensee shall inform Ofcom promptly in writing of anything that significantly delays or otherwise affects spending of the Grant and of any changes to information the Licensee has provided to Ofcom.
- 3.8. Where the Grant was awarded in relation to a Community Digital Sound Programme ("C-DSP") station and that station ceases, or will cease, to broadcast, within the Relevant Expenditure period, the Licensee must inform Ofcom promptly in writing, and in any case within 2 weeks of ceasing to broadcast.
- 3.9. A notification under clause 3.8 of this Grant Agreement shall include;
  - an explanation of why the station is not broadcasting;
  - an estimate of how long it will not be broadcasting for;
  - a report on the spending of the Grant up to the date of the notification given under clause 3.8; and
  - the impact, if any, of ceasing to broadcast on the Licensee's ability to perform its obligations under this Grant Agreement.
- 3.10. The Licensee consents to Ofcom publishing the following information about the Grant: the Licensee's name, the amount of the Grant awarded, the relevant station's name and location, the Designated Purpose and the way in which the Grant has been spent.

#### **4. FINANCIAL ARRANGEMENTS**

- 4.1. Ofcom reserves the right to amend the Grant amount, refuse payment of the Grant, or require repayment of the Grant (or a portion of it), in the event that the Grant, or a portion of it, will not be spent for the Designated Purpose by the end of the Relevant Expenditure Period, or if Ofcom has reasonable cause to believe that the Grant will not be spent for the Designated Purpose by the end of the Relevant Expenditure Period, or if the Licensee has committed any material breach of this Grant Agreement.
- 4.2. Where Ofcom has made Grants to the Licensee for a number of different Designated Purposes the funds allocated to a particular Designated Purpose shall be used only for that purpose. Transfers shall not be made by the Licensee between Designated Purposes.
- 4.3. In the event of early termination of this Grant Agreement under clause 6.3 or 6.4, the Licensee shall repay any Grant funds not used by the date of termination as Ofcom may require.
- 4.4. If the Licensee breaches clause 3.4 or 3.6 of this Grant Agreement, Ofcom may require the Licensee to repay the Grant (or such portion of it as Ofcom may determine), regardless of whether or not the Grant has been spent.

- 4.5. Where Ofcom receive a notification from the Licensee pursuant to clause 3.8 of this Grant Agreement, or Ofcom has reasonable cause to believe that the C-DSP station to which the Grant relates has ceased to broadcast within the Relevant Expenditure Period, Ofcom may, in its absolute discretion, send a written request requiring the repayment of all or a portion of the Grant funds.
- 4.6. Where the Licensee applied for an extension to the duration of the Licence prior to making the application for the Grant, and this application is subsequently denied for any reason, Ofcom reserves the right to refuse payment of the Grant, or require repayment of the Grant if already paid.
- 4.7. Without prejudice to clause 4.1, if the Licensee acts in a manner materially inconsistent with any of the terms of this Grant Agreement, the Grant will become repayable to Ofcom and the Licensee will remit to Ofcom the entire Grant payment or such portion of it as Ofcom deems appropriate, upon receipt of a written request from Ofcom.
- 4.8. Where the Licensee is required to make repayment pursuant to any clause in this Grant Agreement, repayment shall be made by BACS no later than thirty calendar days from the date upon which Ofcom notifies the Licensee [by email to its licence contact] that the repayment obligation has arisen.

## **5. VAT**

- 5.1. The Licensee acknowledges that the Grant is not consideration for any taxable supply for VAT purposes by the Licensee to Ofcom.

## **6. DURATION AND TERMINATION**

- 6.1. This Grant Agreement shall enter into force on the later date of signature by both Parties and shall remain in force until fulfilment of all obligations arising from the Grant Agreement unless it is terminated in accordance with clause 6.3 or 6.4.
- 6.2. This Grant Agreement may be signed via Adobe Sign (an electronic signature service). However, where necessary, this Grant Agreement may be executed in any number of counterparts, that is, the Parties will sign separate but identical copies of the same Grant Agreement. Each of the counterparts shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 6.3. Without limiting any other provision of this Grant Agreement, Ofcom may also terminate this Grant Agreement forthwith by notice in writing to the Licensee if:
  - 6.3.1. the Licensee commits a material breach of this Grant Agreement and, in the case of a breach capable of being remedied, fails to remedy it within thirty calendar days of being given written notice by Ofcom to do so (for the avoidance of doubt, breach of clauses 3.4 and 3.6 shall be regarded as material breaches);
  - 6.3.2. the Licensee commits a material breach of this Grant Agreement which cannot be remedied under any circumstances;
  - 6.3.3. Ofcom reasonably believes that the Grant was awarded on the basis of false statements made by the Licensee;

- 6.3.4. the Licensee passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
  - 6.3.5. the Licensee ceases to carry on its business or substantially the whole of its business;
  - 6.3.6. the Licensee is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets; or
  - 6.3.7. the Licence is revoked.
- 6.4. Termination of this Grant Agreement is possible at any time by joint written agreement of both parties.
- 6.5. In the case of early termination of this Grant Agreement the obligations in clause 3 concerning reporting and record keeping and the obligations in clause 4 concerning holding and repayment of Grant funds shall continue to apply.

## **7. DISCLOSURE**

- 7.1. Ofcom may, within the law, disclose information relating to the Grant, for example to fulfil our statutory functions.

## **8. ADMINISTRATION & LEGAL PROVISIONS**

- 8.1. This Grant Agreement is governed by English law.
- 8.2. The Parties shall in good faith seek to resolve any dispute which arises out of or in connection with this Grant Agreement using alternative dispute resolution processes.
- 8.3. Except in respect of the rights granted in clause 8.4 of the Grant Agreement, nothing in this agreement confers or purports to confer on any third party any benefits or rights to enforce any term of this agreement under the Contracts (Rights of Third Parties) Act 1999.
- 8.4. The Grant is awarded from the Community Radio Fund which is money provided by the Department for Digital, Culture, Media & Sport (DCMS) and administered by Ofcom. DCMS shall have rights to enforce provisions of this Grant Agreement.

## **9. ANNEX**

The attached Annex forms part of this Grant Agreement.

We accept the Terms and Conditions of this Grant Agreement.

**Signed for and on behalf of the Licensee by:** \_\_\_\_\_

Name (in full): \_\_\_\_\_

Position in the Organisation: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed for and on behalf of Ofcom by:** \_\_\_\_\_

Name (in full): \_\_\_\_\_

Position in the Organisation: \_\_\_\_\_

Date: \_\_\_\_\_

## ANNEX

1. Licence	[insert licence number(s)]
2. Licensed Service(s)	[service name(s)]
3. Licensee	
4. Designated Purpose in relation to Licence [insert relevant licence number]	
[Add additional field/s for point 4 above as needed]	
5. Grant	£ <i>[inclusions/exclusions]</i>
6. Relevant Expenditure Period	<b>[ ] or such later date as the Panel may, in writing, approve.</b>