

COMMUNITY RADIO FUND GRANT AGREEMENT (“Grant Agreement”) EQUIPMENT STREAM

This Grant Agreement is made between:

The Office of Communications, Riverside House, 2a Southwark Bridge Road, London SE1 9HA (“Ofcom”); and

«Company_name»,
«Address_line_1»,
«Address_line_2»,
«Address_line_3»,
«Address_line_4»,
«Address_line_5»,
«Postcode»
Company No: «Companies_house_number» (the “Licensee”),

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

1. DEFINITIONS AND ANNEXES

1.1. In this Grant Agreement, the terms have the meaning specified in Table 1 and further below.

Table 1

Licence (s)	«CR_licence_No» Where the Grant is relevant to multiple Licences any reference to a Licence in this Grant Agreement means each Licence individually.
Licensed Service (s)	«Station(s)_Name»
Designated Equipment	«list the approved equipment items »
Grant	«Award_Amount and list amount for each item» «Award notes»
Relevant Expenditure Period	Three months from the date of this Grant Agreement or such later date as the Panel may, in writing, approve.
Retention Period	[Five years] from the date of this Grant Agreement or such other period as the Panel may, in writing, approve.

Designated Responsible Officer (DRO) means the individual listed in Annex 3, unless Ofcom otherwise agrees in writing.

Grant Report means a report, in the form specified on Ofcom's website, detailing how the Licensee has spent the Grant.

Non-Confidential Grant Report means a report, in the form specified on Ofcom's website, setting out the overall final expenditure of the Grant. This is the version of the report that Ofcom may publish on its website.

Specified Bank Account means the bank account detailed in Annex 2 of this Grant Agreement, unless Ofcom otherwise agrees in writing.

1.2. The Annexes form part of this Grant Agreement.

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. OBLIGATIONS

3.1. The Licensee agrees to spend the Grant in accordance with the conditions set out in this Grant Agreement.

3.2. The Licensee must spend the Grant only for the Designated Equipment as specified in Table 1, unless Ofcom agrees otherwise in writing. Where the Grant relates to more than one item of Designated Equipment, the Licensee must only use the portion of the Grant allocated to a particular item in Table 1 to purchase that item.

3.3. The Licensee must spend the Grant within the Relevant Expenditure Period, which is within three months from the date of this Grant Agreement or such later date as Ofcom agrees in writing.

3.4. The Licensee must not spend, or otherwise commit, any part of the Grant unless the Designated Responsible Officer (DRO) has provided prior authorisation for the expenditure of the Grant for the Designated Equipment. The Licensee must maintain a record of each such authorisation in accordance with clause 3.9.

3.5. The Licensee must:

- 3.5.1. keep all the Grant money in the Specified Bank Account, which is set out in Annex 2, until such a time as the DRO has given their authorisation to spend the Grant (or part of the Grant) on the Designated Equipment or the Grant is repaid to Ofcom, unless Ofcom otherwise agrees in writing;
- 3.5.2. hold any unused part of the Grant in the Specified Bank Account on trust for Ofcom at all times; and
- 3.5.3. promptly provide the DRO with such information, records and evidence relating to that account as the DRO may reasonably request to manage the Grant and verify that it has been spent in accordance with this Grant Agreement. This may include bank statements and other evidence demonstrating that the Grant has been spent in accordance with the DRO's authorisation and that any unspent Grant remains held in the Specified Bank Account.

3.6. The Licensee must submit to Ofcom, within four weeks of the end of the Relevant Expenditure Period, a complete and accurate Grant Report detailing the spending of the Grant. The Grant Report must:

- 3.6.1. where all or part of the Grant has been spent, include:

- a) proof of purchase for each item of Designated Equipment including a receipt, an invoice (if applicable) and a bank statement evidencing purchase; and
- b) photographic evidence of the purchase of each item of Designated Equipment; and

3.6.2. confirm

- a) whether the Grant has been spent in full;
- b) if any part of the Grant has not been spent,
 - i. the amount of the Grant that remains unspent and
 - ii. when the Licensee plans on returning the unspent Grant, at the latest within 30 days of the end of the Relevant Expenditure Period (see clause 3.15).

3.7. The Licensee must submit a Non-Confidential Grant Report to Ofcom, in the form specified on Ofcom's website, within four weeks of the end of the Relevant Expenditure Period.

3.8. The Licensee must keep the Designated Equipment purchased using the Grant for at least the Retention Period¹.

3.9. The Licensee must keep full and accurate accounts and records of the Grant expenditure for a period of at least five years after the date of this Grant Agreement. This must include:

- 3.9.1. the relevant DRO authorisation(s) (as set out in clause 3.4) and
- 3.9.2. proof of purchase (as set out in clause 3.6.1).

3.10. During the period of five years after the date of this Grant Agreement, the Licensee must provide such additional reports, documentation and/or other information regarding the expenditure of the Grant as Ofcom may reasonably require in writing (within the time specified by Ofcom).

3.11. The Licensee must promptly notify Ofcom in writing of any matter that may delay or affect the expenditure of the Grant².

3.12. The Licensee must promptly notify Ofcom of any material changes to information previously provided to Ofcom in relation to the Grant and/or award process, including information relating to;

- 3.12.1. the Specified Bank Account,
- 3.12.2. the DRO,
- 3.12.3. the discontinued broadcast of the Licensed Service(s);³ and

¹ Evidence of retention must be provided when submitting any new application to the Community Radio Fund. Where the Licensee is unable to provide such evidence, or where the relevant equipment has not been retained for the applicable Retention Period, the Licensee may be ineligible to apply for, or receive, further funding from the Community Radio Fund until the expiry of that Retention Period.

²If you have any questions, contact Ofcom's community radio fund team at communityradiofund@ofcom.org.uk.

³ Broadcast has the same meaning in section 405 of the Communications Act 2003 i.e. means broadcast by wireless telegraphy. An online-only service is not so made available.

- 3.12.4. any other information that would, or may reasonably, affect the Licensee's ability to spend the Grant in accordance with this Grant Agreement.
- 3.13. Where Ofcom notifies the Licensee under clause 4.1 that all or any part of the Grant is to be repaid, the Licensee must repay the amount specified in the notice by BACS transfer within 30 days of the date of the notice, or such other period as Ofcom may specify in writing.
- 3.14. Where Ofcom issues a notice to the Licensee under clause 4.1 or clause 4.4 terminating this Grant Agreement, or where this Grant Agreement is otherwise terminated, the Licensee shall, within 30 days of the date of the notice of termination (or such other period as Ofcom may specify in writing), repay to Ofcom by BACS transfer any part of the Grant that remains unspent or that was not spent on the Designated Equipment during the Relevant Expenditure Period, unless Ofcom otherwise agrees in writing.
- 3.15. The Licensee must repay to Ofcom any part of the Grant that remains unspent at the end of the Relevant Expenditure Period within 30 days of the end of that period by BACS transfer, unless Ofcom otherwise agrees in writing.
- 3.16. The Licensee must comply with any notice given by Ofcom under clause 4.2.1 within the period specified in that notification.

4. CLAWBACK AND TERMINATION

- 4.1. Ofcom may by written notice to the Licensee refuse payment of the Grant, delay payment of the Grant; reduce the Grant amount, require the Licensee to repay to Ofcom the whole or any part of the amount of the Grant; and/or terminate the Grant Agreement if any of the following events occur:
- 4.1.1. the Licensee fails to comply with any of its obligations in clauses 3.1 to 3.6 and 3.8 to 3.12 or commits a breach of any other term of this Grant Agreement which is material in Ofcom's opinion;
 - 4.1.2. the Grant allocated in Table 1 to a specified item of Designated Equipment is not used to purchase that Designated Equipment within the Relevant Expenditure Period;
 - 4.1.3. Ofcom has reasonable cause to believe that the Grant will not be spent by the end of the Relevant Expenditure Period;
 - 4.1.4. the Licensee provides Ofcom with any materially misleading or inaccurate information in its grant application or in subsequent related correspondence;
 - 4.1.5. during the Relevant Expenditure Period, the Licensee or its directors, employees or DRO does or omits to do anything which is likely in Ofcom's view to bring Ofcom into disrepute;
 - 4.1.6. the Licensee:
 - a. ceases to operate for any reason, or 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);

- b. becomes insolvent as defined by section 123 of the Insolvency Act 1986, 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;
 - 4.1.7. a court, tribunal or independent body or authority of competent jurisdiction requires the Grant to be recovered by reason of breach of the UK's domestic obligations under the Subsidy Control Act 2022 or its international obligations.
 - 4.1.8. the Licence is revoked;
 - 4.1.9. where Ofcom has received a notification from the Licensee pursuant to clauses 3.11 or 3.12, or Ofcom otherwise has reasonable cause to believe that the Licensed Service (s) to which the Grant relates has ceased to broadcast⁴;
 - 4.1.10. where the Licensee indicated in its application for the Grant that it had applied for an extension to the duration of the relevant Licence and Ofcom rejects that application for an extension.
- 4.2. If Ofcom wishes to exercise any right under clause 4.1 in connection with an event that Ofcom considers remediable:
- 4.2.1. Ofcom will provide reasonable notice to the Licensee specifying particulars of the event, any remedial steps that must be taken and the timescales within which the steps must be completed; and
 - 4.2.2. Ofcom may exercise the relevant right under clause 4.1 if the relevant remedial steps are not undertaken by the Licensee to Ofcom's satisfaction in the specified period.
- 4.3. If Ofcom wishes to exercise any right under clause 4.1 in connection with any event that it considers to be irreparable, Ofcom may immediately exercise the relevant right.
- 4.4. The Parties may otherwise terminate this Grant Agreement by joint written agreement.
- 4.5. Termination of this Grant Agreement shall not affect any obligations of the Licensee relating to reporting and record keeping under clauses 3.9 and 3.10.
- 4.6. Any Grant or part of the Grant that is repayable will be recoverable summarily as a civil debt.

5. SUBSIDY CONTROL

- 5.1. The Grant is awarded on the basis that the subsidy control requirements do not apply by virtue of section 36 of the Subsidy Control Act 2022 and is subject to the conditions set out in Annex 1 of this Grant Agreement. This clause together with

⁴ Broadcast has the same meaning in section 405 of the Communications Act 2003 i.e. means broadcast by wireless telegraphy. An online-only service is not so made available.

Annex 1 amounts to Ofcom's minimal financial assistance confirmation for the purposes of section 37(4) of the Subsidy Control Act 2022.

6. VAT

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

7. DURATION AND TERMINATION

- 7.1. This Grant Agreement will enter into force on the later date of signature by both Parties and must remain in force until fulfilment of all obligations arising from the Grant Agreement unless it is terminated in accordance with any provision in clause 4 (subject to clause 4.5).

8. FORCE MAJEURE

- 8.1. Non-performance of either Party's obligations pursuant to the Grant Agreement or delay in performing the same must not constitute a breach of the Grant Agreement if it is due to a force majeure event and for so long as this is the case. A force majeure event includes but is not limited to: governmental action; requirement of regulatory authority; lockouts; strikes; shortage of transportation; war; rebellion or other military action; terrorism; fire; flood; natural catastrophes and any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts. This force majeure provision applies to non-performance of obligations by a subcontractor to a Party pursuant to any of the aforementioned provisions. The Party prevented from fulfilling its obligations must on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than two months, either Party must have the right to terminate the Grant Agreement with immediate effect by written notice.

9. DISCLOSURE

- 9.1. Ofcom is subject to legal obligations relating to the disclosure of information and may be obliged to disclose information relating to the Grant, for example under the Freedom of Information Act 2000.
- 9.2. The Licensee acknowledges and accepts that Ofcom intends to publish at least 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 Equipment and the way in which the Grant has been spent, including the Non-Confidential Grant Report.

10. MISCELLANEOUS

- 10.1. This Grant Agreement is governed by the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 10.2. Any dispute which arises out of or in connection with this Grant Agreement must be subject to determination using alternative dispute resolution processes to be agreed between the Parties.

11. SIGNED

We accept the terms and conditions of this Grant Agreement.

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

{{ Sig_es_:signer1:signature}}

Name (in full):

{{ *Name_es_:signer1 }}

Position in the Organisation:

{{ *Position_es_:signer1 }}

Date:

{{Dte1_es_:date:signer1}}

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

{{ Sig_es_:signer3:signature}}

Name (in full):

{{ *Name_es_:signer3 }}

Position in the Organisation:

{{ *Position_es_:signer3 }}

Date:

{{Dte1_es_:date:signer3}}

ANNEX 1: Subsidy Control Act 2022

1. The Grant is awarded as in accordance with Section 36 of the Subsidy Control Act 2022 which enables the Licensee to receive up to a maximum level of subsidy without engaging the subsidy control requirements (with the exception of the transparency requirements for subsidies over £100,000) under the Act ("Minimal Financial Assistance"). The current threshold is £315,000 to a single enterprise over the elapsed part of the current financial year and the two preceding financial years ("the Applicable Period").
2. The Licensee acknowledges and accepts that the relevant limit for Minimal Financial Assistance comprises other Minimal Financial Assistance, SPEI Assistance, Small Amounts of Financial Assistance given under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement, and De Minimis State Aid ("Exempt Subsidy/Subsidies"), irrespective of whether such subsidy or aid was provided by other public authorities and their agents, related to other projects or was made by means other than grants (for instance, foregone interest on loans) awarded to the Grant Recipient over the Applicable Period.
3. Ofcom has provided the Licensee with a Minimal Financial Assistance notification and the Licensee has provided Ofcom with a Minimal Financial Assistance declaration form confirming how much Exempt Subsidy if any, it has received in the Applicable Period and that such amounts together with the Grant does not exceed the relevant limit for Minimal Financial Assistance.
4. The Licensee acknowledges that it is the Licensee's responsibility to read the Subsidy Control Act 2022 in its entirety, and seek advice (including legal advice) on its application to Grant Recipient's business if appropriate.

ANNEX 2: Specified Bank Account

The Grant will be paid by BACS into the Specified Bank Account set out in this Annex.

Declaration:

The Licensee confirms that the bank details provided below are in the Licensee's name and that it will hold the Grant in this Specified Bank Account, unless otherwise spent or repaid to Ofcom in accordance with this Grant Agreement.

Licence Number	«CR_licence_No»
Licensed Service	«Station_Name»
Licensee	«Company_name»
Bank Name	{{ *Bank_Name_es_:signer1:multiline(2) }}
Account Name	{{ *Account_Name_es_:signer1 }}
Account Number	{{ *Account_Number_es_:signer1 }}
Sort Code	{{ *Sort_Code_es_:signer1 }}
Bank Address	{{ *Bank_Address_es_:signer1:multiline(7) }}

Signed for and on behalf of the Licensee by:

Date:

ANNEX 3 – Designated responsible officer (DRO)

The person specified below is the DRO for the purposes of this Grant Agreement, unless Ofcom otherwise agrees in writing.

Full name	
Position	