

DATED

2019

London Metropolitan Network Limited

Universities and Colleges Information Systems
Association

GRANT AGREEMENT

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THIS DEED is made the _____ **day of** _____ **2019**

BETWEEN

- (1) **London Metropolitan Network Limited**, a company limited by guarantee registered in England and Wales with company number 03913274 and whose registered office address is 65 Leadenhall Street, London, England, EC3A 2AD (**LMN**) and
- (2) **University and Colleges Information Systems Association**, a charitable company limited by guarantee, registered in England and Wales with company number 09349804 and charity number 1161218 and whose registered office address is 13 Banbury Road, Oxford, OX2 6NN (**UCISA**).

BACKGROUND

- (A) LMN was established in 2000 and works with the education community in London to encourage and support the effective exploitation of the network and other information technologies for the benefit of students, teachers and researchers.
- (B) LMN is now contemplating winding-down and in anticipation of this step it wishes to make a grant to UCISA in furtherance of LMN's objects.
- (C) LMN's objects are to promote primarily for the benefit of its Members the efficiency and effectiveness of the information technology services used by further and higher education institutions in London and the South East of England, in particular by
 - (a) running or subsidising events, training courses discussion groups and fora to discuss strategic and technical advances in IT services and topics of concern;
 - (b) providing opportunities for networking among the Members and such other persons as the Board approves;
 - (c) providing advice and support on all aspects of IT support to the Members and such other persons as the Board approves; and
 - (d) furthering such other associated activities as the Members may require.and (save for purposes incidental and ancillary to those objects) no other purposes.
- (D) LMN has agreed to pay a Grant to UCISA to further LMN's objects and in accordance with the terms of this Agreement.

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- (E) UCISA is a registered charitable company limited by guarantee, whose object is to promote and advance education for the public benefit in information systems and digital technologies and their use in education and research.
- (F) This Agreement sets out the terms and conditions on which the Grant is made by LMN to UCISA.
- (G) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

IT IS AGREED as follows:

1. Definitions

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

- 1.1 **Board** means the board of trustees of UCISA.
- 1.2 **Leadership Council** means the UCISA group that oversees the activities of UCISA using budgets allocated by the Board. Chairs of UCISA Committees, along with others, are members of the Council.
- 1.3 **FEC** means Further Education College (including in some cases Adult and Community Learning Colleges).
- 1.4 **HEI** means higher education institution (including universities and colleges of higher education).
- 1.5 **Grant** means any amount paid to UCISA by LMN after the date of this Agreement, which shall be at least £600,000.
- 1.6 **LMN Members** means those institutions listed in Appendix A.
- 1.7 **London Group** means the UCISA London Group or any successor London regional body run by UCISA (or any successor to UCISA), as referred to in Section 4 of this Agreement.
- 1.8 **London Group Committee** means a UCISA committee established on the same terms as other UCISA committees, whose primary purpose is to direct the operation of the UCISA London Group and identify additional activities that might benefit LMN Members and members of UCISA within the London region.
- 1.9 **London Trustee** means the Trustee appointed to the Board under clause 5.1 of this agreement.
- 1.10 **Restricted Fund** means a fund held in accordance with Module Two of the Statement of Recommended Practice applicable to charities preparing their accounts in accordance with the Financial Reporting Standard applicable in the

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UK and Republic of Ireland that applies for reporting periods starting on or after 1 January 2019.

- 1.11 **SFC** means Sixth Form College.
- 1.12 **UCISA Articles** means the Articles of Association of UCISA as adopted on 10 December 2014 and amended by special resolutions passed on 19 March 2015 and 8 March 2018 and including any subsequent amendments made to the Articles of Association by special resolution.
- 1.13 **Working Day** means any day that is not a Saturday, Sunday, or a public or bank holiday in the United Kingdom.
- 1.14 References to charitable purposes are to purposes that are recognised as exclusively charitable according to the law of England and Wales

2. Payment of Grant

- 2.1 LMN shall pay at least £600,000 of the Grant to UCISA within three months of the date of this Agreement and may, at the discretion of LMN, make subsequent payments to UCISA of any funds remaining after the costs of winding-up are met.
- 2.2 The Grant shall be paid into the bank account in the name of UCISA which must be an ordinary business bank account.
- 2.3 UCISA shall invest the funds not required for immediate use in an investment growth vehicle (such as a deposit account, gilts or an investment fund) in line with its investment policy.
- 2.4 For accounting purposes, the Grant is to be treated by UCISA as a Restricted Fund.

3. Use and purpose of the Grant

- 3.1 This agreement supersedes all previous agreements between LMN and UCISA for the operation of the London Group and any funds remaining from those previous agreements shall be treated as given and applied in accordance with the terms of this agreement.
- 3.2 The Grant is given for the purpose of advancing LMN's objects as set out in Recital (C) to the extent that these are exclusively charitable.
- 3.3 For the purpose of this agreement, the parties confirm their understanding that the operation of the London Group is an activity that furthers LMN's objects in a way that is exclusively charitable.

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- 3.4 UCISA shall not make any significant changes to the continued operation of the London Group without reference to the London Group Committee and, where appropriate, the London Trustee.
- 3.5 UCISA will establish the London Group Committee within three months of the date of this Agreement. The Committee must include the London Trustee appointed pursuant to Clause 5.1. The first Chair of the Committee shall be a current LMN Director at the date of this agreement; subsequent Chairs shall be elected by its members. The Chair will be a member of the UCISA Leadership Council in line with other UCISA committees.
- 3.6 The London Group Committee will take as its starting point the activities listed in Schedule 1 of the previous agreement between LMN and UCISA for the operation of the London Group and ensure their completion but will not be restricted by the terms of that agreement when planning for future activities.
- 3.7 Activities suggested by the UCISA London Group Committee that do not fall within the terms of reference of the London Group may be undertaken if agreed in accordance with the usual planning process of UCISA.
- 3.8 If (a) UCISA 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); or b) UCISA 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; then in either of those circumstances UCISA will transfer the unspent monies that form part of the Grant to another charity or charitable institution for a similar charitable purpose to the purpose for which the Grant was given.

4. Accounts and records

- 4.1 UCISA shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it. Such records shall include any internal cross-charges, overheads or management charges that are posted against the Grant monies.
- 4.2 UCISA 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 expenditure of the Grant.
- 4.3 The London Group Committee and LMN (so long as it continues to exist), shall have the right to review, at its or LMN's reasonable request, UCISA's

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accounts and records that relate to the expenditure of the Grant and shall have the right to access copies of such accounts and records.

- 4.4 So long as LMN continues to exist, UCISA shall provide LMN with such information as LMN shall require to allow LMN to meet its statutory requirements within a reasonable time frame of LMN submitting a request to UCISA.

5. Monitoring and reporting

- 5.1 The Board of UCISA shall ensure that it includes at least one Trustee from a London institution (the London Trustee). If there is no other trustee from an FEC or SFC, the London Trustee shall be from an FEC or SFC in accordance with Article 5.5 of UCISA Articles (or other provision within the Articles that permit such an appointment).
- 5.2 The London Trustee appointed pursuant to Clause 5.1 will monitor the use of the Grant and have particular responsibility for ensuring it is being used by UCISA in accordance with this Agreement.
- 5.3 The London Trustee appointed pursuant to Clause 5.1 shall be announced annually at UCISA's AGM.
- 5.4 Should a vacancy or vacancies arise such that there is no London Trustee, the Board shall fill the vacancy by co-option in accordance with Article 5.5 of UCISA Articles at the earliest feasible point in time.

Monitoring by UCISA

- 5.5 UCISA shall closely monitor the delivery and success of the London Group to ensure that the aims and objectives of the London Group are being met, this Agreement is being adhered to and the Grant is only being applied for the exclusively charitable purposes as set out in Clause 3.
- 5.6 The London Group Committee shall provide the UCISA Board with a financial report and an operational report on its use of the Grant and delivery of the London Group. Such report will also contain a set of forecasts and plans for the forthcoming year, and a summary of the priorities for the forthcoming year.
- 5.7 So long as LMN continues to exist, these reports will be provided to LMN.

6. Acknowledgment and publicity

- 6.1 UCISA shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of LMN as the source of the Grant.

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- 6.2 In using LMN's name and logo, UCISA shall comply with all reasonable guidelines issued by LMN from time to time.
- 6.3 Should LMN cease to exist, it intends to transfer its Logo and such other intellectual property as it may have immediately prior to its winding up to UCISA for use by UCISA in operating and delivering the London Group.
- 6.4 So long as it exists, LMN may acknowledge UCISA's involvement in the London Group as appropriate.

7. Data protection

- 7.1 UCISA 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 Act 2018 (DPA) and the General Data Protection Regulation and both parties will duly observe all obligations under the DPA which arise in connection with this Agreement.

8. Withholding and suspension of Grant

- 8.1 Without prejudice to LMN's other rights and remedies, LMN may at its discretion withhold or suspend payment of the Grant with immediate effect if, before the payment of the Grant (or any part of the Grant):
 - 8.1.1 UCISA provides LMN with any materially misleading or inaccurate information;
 - 8.1.2 UCISA is subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the London Group;
 - 8.1.3 UCISA fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - 8.1.4 in the reasonable opinion of LMN, UCISA makes material changes to its purposes, structure or ownership so as to prejudice the successful outcome of the London Group;
 - 8.1.5 UCISA obtains funding from a third party which, in the reasonable opinion of LMN, undertakes activities that are likely to bring the reputation of the London Group or LMN into disrepute;
 - 8.1.6 any member of the Board or any employee or volunteer of UCISA has (a) acted dishonestly or negligently at any time and directly or

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indirectly to the detriment of the London Group or (b) taken any actions which, in the reasonable opinion of LMN, bring or are likely to bring LMN's name or reputation into disrepute;

- 8.1.7 UCISA 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);
- 8.1.8 any part of the operations or activities of UCISA is transferred to a separate organisation whether newly formed or otherwise;
- 8.1.9 UCISA 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.

9. Limitation of liability

- 9.1 LMN accepts no liability for any consequences, whether direct or indirect, that may come about from UCISA running the London Group, the use of the Grant or from withdrawal of the Grant.
- 9.2 Subject to clause 9.1, any liability of LMN under this Agreement is limited to the payment of the Grant.

10. Warranties

10.1 UCISA warrants, undertakes and agrees that:

- 10.1.1 it has all necessary resources and expertise to deliver the London Group (assuming due receipt of the Grant);
- 10.1.2 it shall apply the funds in a way that is exclusively charitable;
- 10.1.3 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify LMN immediately of any significant departure from such legislation, codes or recommendations;
- 10.1.4 it shall comply with the requirements of relevant acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the London Group;

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- 10.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 10.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 10.1.7 it shall not transfer any substantial assets to another body without obtaining the prior written consent of LMN;
 - 10.1.8 it shall inform LMN of any significant legal claims of any kind being made against it, its officers or its employees;
 - 10.1.9 all financial and other information concerning UCISA which has been disclosed to LMN is to the best of its knowledge and belief, true and accurate;
 - 10.1.10 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 under this Agreement;
 - 10.1.11 it is not aware of anything in its own affairs, which it has not disclosed to LMN or any of LMN's advisers which, had it been disclosed, might reasonably have influenced the decision of LMN to make the Grant on the terms contained in this Agreement; and
 - 10.1.12 since the date of its last accounts there has been no material change in its financial position or prospects.
- 10.2 Provided that, should LMN cease to exist, such notification obligations to LMN that are contained in this Clause 10 shall instead be notified to the London Group.

11. Duration

Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement for so long as any Grant monies remain unspent by UCISA.

12. Assignment

UCISA may not assign or sub-contract its responsibilities under this Agreement except to a wholly-owned subsidiary or with the prior written agreement of LMN or, in the event that LMN has ceased to exist, with the approval of the London Trustee.

13. Waiver

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

14. Notices

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 or e-mailed to the address of the relevant party, as referred to above or otherwise notified in writing. Such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day).

15. Dispute resolution

- 15.1 In the event of any complaint or dispute (which does not relate to LMN's right to withhold funds or terminate under Clause 9) arising between the parties to this Agreement in relation to this Agreement the matter should be referred to the London Trustee and the Chair of LMN to be resolved.
- 15.2 Any dispute or complaint relating to compliance by UCISA with the terms of this Agreement after LMN has ceased to exist where such dispute is made by a member of the London Group, then the London Group Committee, in conjunction with the UCISA Trustees and, in particular, the London Trustee, shall work together to resolve the dispute and to ensure the terms of this Agreement are complied with

16. No partnership or agency

This Agreement shall not create any partnership or joint venture between LMN and UCISA, 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.

17. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Counterparts

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. Governing law

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 English courts.

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AS WITNESS the hands of the parties hereto on the date first before written.

EXECUTED as a DEED by London
Metropolitan Network Limited acting by
_____, a director in the presence of:

)
)
)

Director

Witness Signature:

Witness Name:

Address:

Occupation:

EXECUTED as a DEED by Universities and
Colleges Information Systems Association
acting by _____, a director in the presence
of:

)
)
)

Director

Witness Signature:

Witness Name:

Address:

Occupation:

Appendix A

Active LMN Members at 19th March 2019

Brunel University
Capel Manor College
City of Westminster College
College of North West London
Goldsmiths, University of London
Havering College of FE & HE
Havering Sixth Form College
Imperial College London
Institute of Cancer Research
John Ruskin College
Kensington and Chelsea College
King's College London
Kingston College
Kingston University
Lewisham Southwark College
London Metropolitan University
London South East Colleges
London School of Economics (LSE)
London School of Hygiene and Tropical Medicine (LSHTM)
Middlesex University
New City College London
Newham College of FE
Regent's University
Richmond and Hillcroft Adult and Community College
Richmond Upon Thames College
Royal College of Art
Royal Holloway, University of London
Sir George Monoux Sixth Form College
St Charles Catholic Sixth Form College
St Francis Xavier 6th Form College
St Mary's University
SOAS, University of London
South Thames Colleges Group
Tower Hamlets College
Trinity Laban Conservatoire of Music and Dance
University of East London
University of Roehampton
University of West London
University of Westminster
Waltham Forest College
West Thames College
WMC – The Camden College
Woodhouse College