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# Incubator Fund

# Standard Terms and Conditions of Grant

1. **Purpose and Use of Grant**
   1. The Grant must be used by the Grantee in accordance with and exclusively for the agreed Programme between the dates set out in your application and as approved by Youth Music, and in accordance with the terms of this Agreement.
   2. For the avoidance of doubt, the Grant may not be used for activities that do not further Youth Music’s charitable objects.
   3. Furthermore, the Grantee shall not use the Grant to make any payments which contravene the Bribery Act 2010 or would contravene the Bribery Act 2010 if such payment had been made by Youth Music (for the avoidance of doubt the Bribery Act 2010 shall be deemed to apply to the parties to this Agreement for the purposes of this Agreement notwithstanding any provision of that legislation to the contrary).
   4. For the avoidance of doubt, as the Grant must be used exclusively for the Programme, you cannot:
      1. build up reserves with any part of the Grant; or
      2. make any payment to any member(s) of your Governing Body or person(s) connected with any such member(s); or
      3. make any payment to your creditors generally (unless expressly required to deliver the Programme) without in each case our prior written approval.
   5. Furthermore, if you are a profit-making organisation, the Grant cannot be used:
      1. to pay dividends or make other distributions to your shareholders; or
      2. to provide direct or indirect financial benefit to any individual or organisation, except for:
         1. the purpose of supporting young people as part of the direct delivery of the Programme; or
         2. where such benefit is provided on arm’s length and commercially reasonable terms, and for reasonable consideration.
   6. In addition, if the activities delivered as part of the Programme earn your organisation a profit, you agree to re-invest some or all of the profits in similar programmes, either in your own organisation (in a manner reasonably acceptable to us) and/or by making a donation to Youth Music.
2. **Changes to Grant Requirements and Updates to the Grant Programme**

Any changes you wish to make to the Programme or your Grant payment schedule (Clause 5) should be raised and agreed in advance with your Youth Music Contact. Any amendments or waivers to this Agreement (including, but not limited to, the Payment Schedule (Clause 5) and Programme (Appendix 2) must be first agreed in writing by both Youth Music and the Grantee, otherwise they will be invalid.

1. **Underspend or Overspend of Grant**
   1. Should a Grantee find that there has been any underspend in relation to the amount of the grant awarded and the work done under the Programme, the Grantee is requested to notify their Youth Music Contact at the earliest opportunity. Youth Music will consider requests to utilise the underspend in other areas of the Programme so long as it is in line with the original aims.
   2. The notification should outline how the surplus has arisen, the proposal for reallocating the underspend to other areas of the Programme, and the date by which it will be spent.
   3. All unspent funds must be spent within 3 months of the end of the Programme.
   4. In the event that the request is rejected, in whole or in part, Youth Music reserves the right to retain or reclaim some or all of the unspent funds from the Grantee.
   5. For the avoidance of doubt, the amount of the Grant shall not be increased in the event of any overspend by the Grantee in its delivery of the Programme, unless agreed in writing in advance by Youth Music.
2. **Duration**
   1. This Agreement commences on the date on which the correctly executed acceptance by the Grantee of this Agreement is received by Youth Music and continues until:
      1. Youth Music is of the view that the Programme is completed and, where applicable, the Grantee has indemnified Youth Music against any costs incurred relating to the Grant and, where applicable, the transfer of the Programme and/or Grant to another organisation being “the Transferee” (including but not limited to administrative costs);
      2. the Grant has been spent, or retained and/or repaid in accordance with Clause 14 and Youth Music has decided to terminate the Programme, and the conditions in Clauses 14.4.3 to 14.4.6 have been complied with; or
      3. the parties have agreed to voluntarily terminate this Agreement in accordance with the provisions set out in Clause 14.4,

(being the **“Grant Period”**).

1. **Payment of Grant**

*Requesting Grant Payments*

* 1. To request each payment instalment of your Grant you must fulfil the conditions set out in this Clause 5, by the relevant deadline(s) outlined in the payment schedule herein.
  2. Payment claims must be submitted together with full and accurate details of how you have met the relevant conditions for such payment instalment, in each case in a form and substance satisfactory to Youth Music. If you have not provided all required information for a payment claim, Youth Music reserves the right to withhold the relevant payment and your Youth Music Contact will notify you in relation to what information is still outstanding. If you have any queries please contact your Youth Music contact for further advice.
  3. Final payment requests must be submitted within twelve months of the agreed Programme completion date, as stated in this Agreement. You acknowledge that Youth Music shall not be obliged to make any payment in respect of any final payment request received after this date.
  4. With respect to late claims for Grant payments by the Grantee:
     1. In order for Youth Music to be able to process Grant payment requests effectively, Youth Music expects Grantees to submit claims on time and in full to the given deadline. Claims must be complete and include all requested information.
     2. If there is a reason why you cannot meet the deadline(s) as set out in Clause 5.8, your Youth Music Contact must be informed in advance and a request for an extension must be submitted, detailing the reasons for the request. This should be done at least 7 days in advance of the deadline.
     3. Youth Music has sole discretion as to whether or not to approve an extension and will confirm the decision in writing within 10 days of receiving such a request.

*Grant Payment Conditions*

* 1. Conditions should be submitted through your online account, which can be accessed via the [Grants Portal](https://grants.youthmusic.org.uk/).
  2. For more information and to access your reporting templates please visit <https://youthmusic.org.uk/incubator-fund-toolkit>.
  3. Unless agreed otherwise with your Youth Music Contact, payments will not be released until 75% of any previous payment has been spent.
  4. Your Grant will be paid in the following instalments:

|  |  |  |  |
| --- | --- | --- | --- |
| Payment number | Payment condition deadline | Estimated payment date | Payment amount (£) |
|  |  |  |  |

Each of the above payments is contingent upon satisfactory receipt of the payment conditions outlined below.

Please read the following section carefully. All conditions should be submitted via the relevant online form through the online grants portal and will be available in your online account 30 days before the payment condition due date.

**Requirement 1 –** **First Payment Conditions**

Due date: see clause 5.8 above.

Satisfactory completion of first payment conditions will trigger release of payment number 1.

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| **Item** | **Payment conditions** |
| 1 | A fully signed and dated copy of this Agreement. |
| 2 | Completion of bank details information (with evidence of bank account if not already provided). |
| 3 | Overview of how you are responding to any advice & guidance. |
| 4 | Sole traders and sole directors of companies only – proof of identity and address (see <https://www.gov.uk/government/publications/proof-of-identity-checklist/proof-of-identity-checklist#proof-of-identity-checklist-for-individuals> for eligible forms of ID). |

**Mid-point check in**

Due date: within one month before or after the mid-way point in your Programme (as confirmed to you by Youth Music).

There is no payment related to this check0in.

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| **Item** | **Payment conditions** |
| 1 | Check-in phone call with your Youth Music Contact (Youth Music will contact you to schedule this). |
| 2 | Evidence that you have: (a) introduced each Young Person you are working with (as part of the Programme) to Youth Music, and (b) they have registered their involvement with the Incubator Fund (<https://www.tfaforms.com/4903769>) |

**Requirement 2 –** **End of Grant Payment Conditions**

Due date: see clause 5.8 above.

Completion of end of grant payment conditions will trigger the release of payment number 2.

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| **Item** | **Payment Conditions** |
| 1 | Evaluation report, including (a) a progress update, (b) breakdown of outputs, and (c) budget update. |
| 2 | If the activities delivered as part of the Programme have or are expected to earn the Grantee a profit, the Grantee’s evidence that the profits have been re-invested in similar programmes, either in its own organisation and/or by making a donation to Youth Music. |

*Making Grant Payments*

* 1. When payable (as determined by Youth Music), the Grant shall be paid by Youth Music without unreasonable delay and normally within 30 working days of acknowledgement of your fully completed and accepted claim from your Youth Music Contact.
  2. Payment shall be made by Youth Music by BACS into a bank account nominated by the Grantee, held in the name of the Grantee. Should you change your nominated account you are required to inform your Youth Music contact who will advise you of the procedures involved.
  3. The Grantee recognises and acknowledges that Youth Music has no obligation to make any payment in respect of any future year(s) of the Programme.

1. **Representations and Warranties**
   1. You represent and warrant to Youth Music that:
      1. You have all necessary resources and expertise to carry out the Programme;
      2. You have and will keep in place all necessary training, safety measures and risk assessment procedures to ensure the safe and effective running of the Programme;
      3. You have and will keep in place adequate procedures for dealing with any conflicts of interest;
      4. You have and will keep in place systems to deal with the prevention and detection of fraud; and
      5. You shall obtain all necessary rights and permissions to ensure that the Programme Intellectual Property Rights is applied in accordance with Clause 16.
2. **Reporting and Monitoring**
   1. You shall provide Youth Music, if it so requests, with a copy of your externally audited or certified financial statements, prepared in accordance with all applicable statutory accounting requirements or regulations within ten months of the end of each of your financial years.
   2. You are also required to submit report(s) in accordance with the payment schedule in Clause 5. These reports include quantitative and qualitative information. You agree that parts of these reports (as determined by Youth Music) may be shared with other grantees of Youth Music for the purposes of evaluation and sharing effective practice. Youth Music is aware of the need to respect sensitive issues and, where appropriate, shall endeavour to ensure that information remains anonymous.
   3. The statistics you record in these reports must be completed as directed by Youth Music. You are expected to ensure that you have effective data collection and monitoring procedures in place to ensure the accuracy of these statistics. Information on data collection requirements for statistical reporting can be found at <https://youthmusic.org.uk/incubator-fund>.
   4. You will receive instructions from your Youth Music Contact regarding the content of the report(s). This should relate back to what was submitted in your application giving detail of the activities and outputs delivered.
   5. You shall immediately notify us of any breach of this Agreement, or (if you are a charity) any Serious Incidents and promptly provide any such details in relation to such breach(es) or incidents as we may reasonably require.
   6. You shall promptly comply with all of Youth Music’s reasonable instructions to provide information and/or access to records, documents or materials to Youth Music relating to the Grant or usage of the Grant, the Programme or this Agreement, during the Grant Period and for twelve months after termination of the Grant Period.
3. **Accounts and Records**
   1. You must keep full, accurate and up to date accounts and records (including invoices, bank statements, payroll records) that show how the Grant has been used. These records:
      1. should inform the financial reports that you submit and therefore can be cross-referenced;
      2. must be copied to Youth Music on Youth Music’s request;
      3. shall be made available to Youth Music or its representatives for inspection, auditing and copying at all reasonable times;
      4. shall be retained for seven years from the date of the last instalment of the Grant; and
      5. shall comply with all applicable statutory requirements or regulations regarding accounts, audit and examination of accounts and financial records, annual reports and annual returns.
   2. If you are a registered charity, the Grant from Youth Music for the Programme must be shown separately in your Annual Accounts as a restricted fund under the Charity Statement of Recommended Practice (SORP). If you are not a registered charity, the grant amount and source, i.e. Youth Music, should be listed out as a note to the accounts against the relevant sections of your Profit and Loss and Balance Sheet. Where we are of the view that this condition has not been satisfactorily met, a separate audited statement in respect of the Grant may be required.
   3. You must have in place adequate accounting systems in order to track expenditure against the Grant and ensure that it is used in accordance with this Agreement.
   4. Subject to the Data Protection Legislation and any other legal requirements you shall permit Youth Music (including its representatives or nominees) and representatives of the National Audit Office, access to your records including but not limited to those mentioned in Clause 8.1, and to any of your offices, buildings or activities at reasonable times on reasonable notice during the Grant Period or within 12 months of termination of the Grant Period, and to inspect, audit and take copies of such records in order that Youth Music can be satisfied that the Grant is being used exclusively for the Programme.
4. **Statutory and Regulatory Obligations**
   1. You shall comply with all applicable laws, regulations, enactments, codes of practice, best practice guidance and principles (including but not limited to good practice governance guidance and principles) and other instruments relating to the Programme and its operations and your obligations under this Agreement including (but not limited to):
      1. relevant companies and (where applicable) charities legislation;
      2. TUPE and employment legislation generally;
      3. the real living wage, in respect of anyone who is paid in full or in part using Grant monies in connection with the delivery of the Programme[[1]](#footnote-2);
      4. the Working Time Directive;
      5. health and safety legislation;
      6. Data Protection Legislation;
      7. Intellectual Property Rights, laws and legislation; and
      8. all equality, race, sex, sexuality, disability, age, religious and other anti-discrimination legislation.
   2. You shall share Youth Music’s “Raising a Concern” policy[[2]](#footnote-3) at the induction stage with each young person you work with as part of the Programme (each a “**Young Person**”), and will co-operate fully with Youth Music to the extent that any Young Person raises any concerns about you or any part of the Programme in accordance with this policy.
   3. If you are a registered charity, in the event that any breach by the Grantee of the terms of this Agreement or any other event or incident may require Youth Music to report a Serious Incident to the Charity Commission, or to make a report to any other regulator or donor, the Grantee will co-operate fully with Youth Music to enable Youth Music to comply with any such reporting requirements. Such co-operation shall include but is not limited to promptly:
      1. providing Youth Music with sufficient details of the event, incident or concern;
      2. providing any other information Youth Music requests; and
      3. allowing Youth Music such access to sites, individuals and records as Youth Music may reasonably require.
5. **Safeguarding**
   1. You are responsible for all safeguarding issues and you should consider any possible risks involved in the Grant funded activities. You must take all reasonable steps to safeguard all children and vulnerable adults and any children (together “**Vulnerable Persons**”) with whom you work, in addition to all other people who come into contact with you (including staff and volunteers, as appropriate).
   2. You must ensure that you comply with all applicable laws and good practice in relation to safeguarding Vulnerable Persons, including the Safeguarding Vulnerable Groups Act 2006. Such compliance shall include (but shall not be limited to):
      1. putting in place a code of conduct and, where applicable, appropriate and up to date written safeguarding policies;
      2. ensuring that all staff and volunteers (as applicable) are adequately trained in these policies and procedures; and
      3. where required and eligible, undertaking criminal records checks, to the highest level permitted, on any person carrying out Grant funded activities.
   3. You must notify the Youth Music Safeguarding Lead immediately of any and all safeguarding incidents (including, in particular, incidents in which any Vulnerable Persons are harmed or placed at risk of harm) arising as a result of or in connection with the Programme and you must provide such details as Youth Music shall require. You must comply with all other applicable safeguarding reporting requirements (such as the Disclosure and Barring Service and to the Charity Commission as applicable) and) in addition to notifying Youth Music.
   4. You must immediately notify Youth Music and provide copies (where applicable) of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 10 have been met.
6. **Governance, Recruitment and Employment Policies**
   1. As a Grantee in receipt of Youth Music funding, you are required to have appropriate and up-to-date recruitment and policies and contracts in relation to your employees and sub-contractors. This includes (but is not limited to) appropriate employee grievance and disciplinary policies and procedures which comply with all applicable laws and regulations.
   2. The Grantee shall ensure that all staff or contractors involved in delivering the Programme are:
      1. adequately trained, skilled and qualified to deliver the Programme in accordance with the terms of this Agreement; and
      2. have been recruited using fair and open recruitment processes, as well as on employment or appointment terms (as applicable) which are fair, equitable and in accordance with the spirit of the Programme.
   3. The Grantee will promptly update Youth Music in writing of changes to any Key Person working on the Programme.
   4. Grantees are expected to adhere to good governance practices. Charities and companies, where relevant, should undertake or work towards the recommended practice outlined in the Charity Governance Code: <https://www.charitygovernancecode.org/en>.
   5. Subject to the provisions of the Data Protection Legislation and other applicable laws and regulations, Youth Music may request to attend your board meetings from time to time provided that (1) reasonable notice of such request has been given together with an explanation of any cause for concern, and (2) such attendance is limited to business relating to the Grant and/or the Programme. Upon receiving any such request, you shall consider whether to approve to such request, such approval not to be unreasonably withheld or delayed.
7. **Insurance**
   1. During the term of this Agreement (and for a period of 6 years after the expiry or termination of this Agreement), the Grantee shall take out and maintain in force, with a reputable insurer, policies of insurance reasonably appropriate to activities required to deliver the Programme.
   2. At a minimum, this shall include:
      1. public liability insurance and (if the Grantee provides professional services or advice as part of the Programme) professional indemnity insurance **in each case** for the following minimum amounts:
         1. Self-employed/sole trader - £1 million;
         2. Limited company/public body - £5 million; and
      2. Employers’ liability insurance (where relevant to the Grantee) in accordance with all applicable laws and regulations.
   3. At Youth Music’s request, the Grantee shall provide Youth Music with copies of the insurance policies and appropriate evidence that they are in force.
8. **Additional Obligations**
   1. You shall do nothing that, in the reasonable opinion of Youth Music, will bring or is likely to bring Youth Music or its name into disrepute in any way, or which could adversely affect the fundraising, goodwill or reputation of Youth Music.
   2. Where the Grantee is an unincorporated organisation, their liability in relation to this Grant and performance of the Grant requirements, any obligations under this Agreement, and any liability arising from or in relation to the Programme, is joint and several between the body of persons that collectively make up the Grantee. This Clause 13.2 shall survive termination of this Agreement for any reason.
   3. This Agreement is intended to set out all the terms and conditions of Grant; however, you acknowledge that the monies comprising the Grant have been provided to us for distribution by PPL and, therefore, that you agree to promptly comply with any additional conditions we may confirm to you in writing from time to time to reflect the terms and conditions of grant imposed on us for the time being by PPL (including but not limited to those set out in the PPL Funding Agreement) insofar as they relate to the Grant and the Programme.
9. **Grant Retention, Suspension, Repayment or Termination**
   1. Where, having received all required and necessary documentation from the Grantee, there are still questions requiring clarification, Youth Music may retain a portion of the Grant until such time as these matters are resolved to Youth Music’s satisfaction.
   2. Youth Music may also at its sole discretion terminate, withhold, suspend payment of the Grant and/or require repayment of all or part of the Grant if the matters mentioned in Clause 14.1 above cannot be resolved to Youth Music’s satisfaction or if:
      1. the Grantee uses the Grant for purposes other than those approved in accordance with Clauses 1 and 2;
      2. the Grantee fails to comply with any material term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing by Youth Music to do so;
      3. the Grantee repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
      4. in the reasonable opinion of Youth Music, the Grantee brings or is likely to bring Youth Music or its name into disrepute in any way, or does anything which could adversely affect the fundraising, goodwill or reputation of Youth Music;
      5. the delivery of the Programme does not start within 3 months of the date of this Agreement and the Grantee has failed to provide Youth Music with a satisfactory explanation for the delay (as determined by Youth Music);
      6. Youth Music (acting reasonably) considers that the Grantee has not made satisfactory progress with the delivery of the Programme or is delivering the Programme in a negligent manner;
      7. the Grantee provides Youth Music with any materially misleading or inaccurate information;
      8. the Grantee ceases or, in the reasonable opinion of Youth Music, threatens to cease carrying on all or a substantial part of its operations or business for any reason, including where an Insolvency Event occurs or threatens to occur; or
      9. Youth Music makes the decision to do so (in its sole discretion) in accordance with its divestment policy (available on our website at <https://network.youthmusic.org.uk/policy-and-procedures>) or you can obtain a copy from your Youth Music Contact.
   3. Any Grant retention made by Youth Music will be confirmed by Youth Music and the Grantee will be notified in writing. An appeal can be made to Youth Music in writing within seven days of the receipt of written notification of the Grant retention.
   4. Furthermore, the parties may voluntarily agree to terminate this Agreement in accordance with all of the following process:
      1. the party wishing to terminate the Agreement notifies the other party in writing of its desire to terminate the Agreement and payments of the Grant, the grounds for doing so and the proposed termination terms;
      2. both parties agree in writing to terminate the Agreement and termination terms;
      3. you indemnify Youth Music against any costs incurred relating to the early termination of the Agreement and/or Grant and, if applicable, the transfer of the Programme and/or Grant to another organisation “the Transferee” (including but not limited to administrative costs);
      4. you shall promptly return to Youth Music all documentation relating to the Programme and all materials that are the property of Youth Music as specified by Youth Music at a date agreed between both parties;
      5. you shall return any amount of the Grant which remains unspent on the date of notification of termination to Youth Music; and
      6. you shall promptly provide such information and assistance required in order to allow the Transferee to receive the Grant or the Programme and shall comply with TUPE.
   5. Where applicable on termination of the Grantee’s rights and obligations under this Agreement, the Grantee shall co-operate fully with Youth Music in ensuring the smooth handover and continued running of the Programme during such handover and, in particular, the Grantee shall render such assistance as Youth Music and/or the PPL may reasonably request.
   6. On termination of this Agreement for any reason, any terms of this Agreement that remain unfulfilled following the termination of this Agreement or impliedly have effect after termination of this Agreement shall survive termination and continue in force until the intended end the intended period.
10. **VAT**

You acknowledge that the Grant does not represent consideration for any taxable supply by you to Youth Music. Youth Music has no obligation to pay any amounts with respect to VAT or any other tax liability in addition to the Grant.

1. **Intellectual Property Rights**
   1. Nothing in this Agreement shall transfer or assign any rights in Intellectual Property Rights (IPR) owned by either Party on or before the commencement of the Grant Period, or developed separately by either Party throughout the duration of this Agreement, in each case independently of the activities contemplated by this Agreement and without using the funding provided under this Agreement, to the other party (the “**Background IPR**”). Any Programme IPR (excluding, for the avoidance of doubt, the Background IPR) shall be treated strictly in accordance with the remainder of this Clause 16.
   2. The Grantee irrevocably agrees and shall take all necessary steps to ensure that any Intellectual Property Rights created under or as a result of this Agreement and/or the Grant, and/or as part of the Programme (“**Programme IPR**”), is treated with respect to the allocation of ownership of Intellectual Property Rights in the Programme IPR between the Grantee and each Young Person participating in the Programme as follows:
      1. the Grantee shall comply with Youth Music’s guide to intellectual property (<https://new.youthmusic.org.uk/short-guide-intellectual-property-rights>, as updated from time to time) in relation to the allocation of Intellectual Property Rights in relation to the Programme IPR between the Grantee and each Young Person, as well as the Programme IPR Proposal as agreed between the Grantee and Youth Music; and
      2. the Grantee shall, promptly upon Youth Music’s request from time to time, provide evidence (in a form reasonably satisfactory to Youth Music) as to how the Grantee is complying with its obligations under Clause 16.2.1 above.
   3. In the event that either party (or any individual Young Person) should wish to exploit commercially the Programme IPR, the prior written approval of both Youth Music and the Grantee must be obtained, on such terms as the parties shall agree at that time.
   4. This Clause 16 shall survive termination of this Agreement for any reason.
2. **Indemnity and Limitation of Liability**
   1. Nothing in this Agreement shall operate to exclude or limit the liability of either Party to the other for fraud, death or personal injury arising out of negligence or any other liability which cannot be excluded or limited by law.
   2. Subject to Clause 17.3, the Grantee indemnifies Youth Music in respect of all costs, claims, loss or liability whatsoever suffered (including legal costs and disbursements) by Youth Music to the extent that they arise as a result of any act or omission of the Grantee in breach of its obligations under this Agreement.
   3. Subject to Clause 17.1, the Grantee’s liability in respect of any indemnity given under this Agreement (other than any liability of the Grantee under the Data Protection Legislation) shall be limited to the aggregate level of insurance coverage of the Provider required under Clause 12.
   4. Subject to Clause 17.1, the Grantee is solely liable for any loss, cost or damage relating to the Programme and agrees that Youth Music shall not be liable for any loss, cost or damage suffered, relating to or as a result of the Programme or either party’s compliance with this Agreement.
3. **Complaints Procedure and Dispute Resolution**

If any dispute arises out of or in connection with this Agreement, the Parties shall use their respective best efforts to resolve it in accordance with Youth Music’s Complaints Procedure as updated from time to time, details of which are available on our website at https://network.youthmusic.org.uk/policy-and-procedures or on request from Youth Music.

1. **Confidentiality**

The Grantee undertakes that it shall not at any time disclose to any person any confidential information obtained in relation to this Agreement concerning the activities or stakeholders of the Youth Music, except (a) with the consent of Youth Music, (b) to its employees, officers, sub-contractors or advisers on a ‘need-to-know’ basis and only to the extent that each such recipient is subject to confidentiality obligations, (c) as may be required to enable Youth Music to comply with its obligations under the PPL Funding Agreement, (c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

1. **Assignments and Transfers**

The Grantee may not, without the prior written consent of Youth Music, 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.

1. **General Provisions**
   1. Any notice given pursuant to this Agreement shall be in writing (including email), and shall be sufficiently given and deemed to be received: if by hand, on delivery; if by pre-paid first-class post, on the Business Day after posting; and if by email, the time the email is sent if sent to the correct email address provided no notice of delivery failure is received.
   2. This Agreement shall not create any partnership or joint venture between the Grantee and Youth Music, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments or make representations on behalf of the other party.
   3. No failure or delay by Youth Music or the Grantee to exercise any right or remedy under this Agreement shall be construed as a waiver of any other rights or remedy.
   4. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid or unenforceable. It shall not affect the validity and enforceability of the other provisions of the Agreement.
   5. Other than PPL, this Agreement shall not and is not intended to confer any contractual benefit on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
   6. This Agreement (including the Appendices) constitutes the entire agreement between the parties relating to its subject matter and supersedes any prior agreements or understandings between the parties.
   7. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
   8. This Agreement and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

## - The Programme

1. Your Youth Music programme or project, comprising the activities as laid out and detailed in your funding application(s) and as approved by Youth Music (the “**Funding Application**”), is the agreed programme to which the terms and conditions of this Agreement apply (“**the Programme**”).
2. In the event that:
   1. Any changes to the Programme occur, or if you anticipate any such changes; or
   2. You are of the view that any outcomes of the Programme are likely to change or will take longer than originally expected,

you agree that you will get in touch with your Youth Music Contact immediately to discuss the situation. You agree that any agreed changes to the Programme will be treated in accordance with Clause 2 of Appendix 1 of this Agreement.

## - Marketing, Communications & Social Media

1. **Marketing and Communications** 
   1. The Grantee agrees to comply with the requirements of this Appendix and any additional branding or marketing instructions provided by Youth Music to the Grantee from time to time in relation tothe Programme.
   2. Logos, guidance and other resources can be found at: <https://youthmusic.org.uk/incubator-fund-toolkit>
2. **Acknowledging Youth Music funding** 
   1. We ask that you feature the Youth Music Incubator Fund logo on all of your Programme-related information, marketing and publicity materials.
   2. We ask that you create a page on your website describing your Youth Music Incubator Fund project, which uses the Youth Music Incubator Fund logo. Additionally, we ask that the Youth Music Incubator Fund logo is included on any partners pages, and in the footer of your website if appropriate.
   3. If you require advice about using the Youth Music Incubator Fund logo in a different format (e.g. for use in a video) please contact [comms@youthmusic.org.uk](mailto:comms@youthmusic.org.uk)
   4. If you are not able to acknowledge us visually, via a logo, then the following written or verbal acknowledgement can be used instead: “Supported through Youth Music’s Incubator Fund thanks to funding from players of People’s Postcode Lottery.”
3. **Social media requirements**
   1. As a minimum, we expect you to celebrate the receipt of your Grant award on social media. We encourage you to showcase your project throughout its duration on social media (for example by sharing photos, quotes, videos, resources and music), tagging in the appropriate Youth Music and People’s Postcode Lottery accounts.
   2. Our social media toolkit contains guidance on content (including the accounts you are required to tag) as well as visual assets for Facebook, Instagram and Twitter: <https://youthmusic.org.uk/incubator-fund-toolkit>
4. **Press releases**
   1. Youth Music must be acknowledged as a funder in all official written and verbal communications associated with the Programme, including press releases. You will need to include the following sentence in your press release “This project is supported by Youth Music’s Incubator Fund, thanks to funding from players of People’s Postcode Lottery.”
   2. If you need to explain what Youth Music is (for example on your website, or in a press release) then the standard text can be found in our press release guidance: <https://youthmusic.org.uk/incubator-fund-toolkit>
   3. To seek quotes, advice or support for press releases, email [comms@youthmusic.org.uk](mailto:comms@youthmusic.org.uk)
5. **Intellectual Property Requirements (IPR)**
   1. Youth Music must be acknowledged as follows in all copies of the Programme IPR used and/or published by the Grantee and any Licensees: “*This material was created by [insert details] with the support of funds awarded by Youth Music, registered charity no: 1075032*”.
   2. Physical products (for example a vinyl release) should also include a Youth Music Incubator Fund logo.
6. **Case studies, photographs and media**
   1. Grantees are encouraged to submit case studies, photographs and media (music and video) as part of their grant reporting requirements.
   2. From time to time Youth Music may ask you to submit additional photographs and/or media, or to work with us to develop a new case study.
   3. For advice on case studies, photographs or media, email [comms@youthmusic.org.uk](mailto:comms@youthmusic.org.uk)
7. **Recruitment opportunities**
   1. All recruitment opportunities for 18-25 year olds as part of your project should be submitted to Youth Music’s Opportunities Board: <https://youthmusic.org.uk/careers/opportunities-board>
   2. All recruitment packs should contain the Youth Music Incubator Fund logo.

1. <https://www.livingwage.org.uk/what-real-living-wage>. [↑](#footnote-ref-2)
2. <https://network.youthmusic.org.uk/policy-and-procedures> (as updated from time to time). [↑](#footnote-ref-3)