

**DATED**

**2019**

**GRANT AGREEMENT RELATING TO HISTORIC ENGLAND  
ARCHAEOLOGICAL EVALUATION COSTS**

between

**HIGHWAYS ENGLAND COMPANY LIMITED**

and

**THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND  
(KNOWN AS HISTORIC ENGLAND)**

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THIS DEED is dated

2019

## **PARTIES**

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (Company Number 9346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (“**Highways England**”)  
and
- (2) **THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND** (Company Number 9325413) whose principal address is at The Engine House, Fire Fly Avenue, Swindon, Wiltshire SN2 2EH (“the “**Recipient**”) (known as Historic England).

## **BACKGROUND**

- (A) Highways England is the strategic highways company for the section of highway at South Blockhouse
- (B) The Secretary of State is empowered by section 17 of the Infrastructure Act 2015 to provide financial assistance to any person for the promotion or improvement of transport services in the form of grants. Highways England is authorised by its Articles of Association to pay grants on behalf of the Secretary of State.
- (C) The Recipient wishes to undertake the Project described in Schedule 1 of this Agreement and Highways England has agreed to provide grant funding in respect of the Project on the terms and conditions set out in this Agreement.
- (D) These terms and conditions are intended to ensure that the Grant is used by the Recipient for the purpose for which it is awarded.

## **AGREED TERMS**

### **1. DEFINITIONS**

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

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** 1<sup>st</sup> March 2019.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant:** the sum of £90,000 to be paid to the Recipient in accordance with this Agreement.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on 31<sup>st</sup> May 2019.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Know-How:** 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.

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of Highways England any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with Highways England; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with Highways England;
- (b) entering into this Agreement or any other contract with Highways England where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Highways England;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with Highways England; or
- (d) defrauding or attempting to defraud or conspiring to defraud Highways England.

**Project:** the project described in Schedule 1.

**Project Manager:** the individual who has been nominated to represent Highways England for the purposes of this Agreement.

## **2. PURPOSE OF GRANT**

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of Highways England.
- 2.2 The Recipient shall not make any significant change to the Project without Highways England's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify Highways England in advance of its intention to do so and, where such funding is obtained, it will provide Highways England with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that Highways England is funding in full under this Agreement. For the avoidance of doubt this clause shall not prevent the Recipient for utilising matched funding where applicable for the Project.

## **3. PAYMENT OF GRANT**

- 3.1 Subject to clause 12, Highways England shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that Highways England has available funds.
- 3.2 No Grant shall be paid unless and until Highways England is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The Recipient must secure the best value for money in all purchases of goods, services and works for the purpose of the Project. If applicable the Recipient must take all reasonable steps to comply with the requirements of the European Union procurement directives in relation to any expenditure made using the Grant. In relation to the supply of goods and services these requirements are implemented by the Public Contracts Regulations 2015 (SI 2015/102), the Utilities Contracts Regulations 2016 (SI 2016/274) and the Concession Contracts Regulations 2016 (SI 2016/273) and are subject to financial thresholds specified by reference to the value of the transaction. Although these regulations apply primarily to public sector bodies they may also apply to the procurement of goods and services by the private sector where more than 50 per cent of the consideration is contributed by a public sector body such as Highways England.
- 3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.5 The Recipient shall promptly repay to Highways England any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without

limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

#### **4. USE OF GRANT**

4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 3 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of Highways England.

4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.

4.3 The Recipient shall not use the Grant to:

- (a) make any payment to members of its governing body;
- (b) purchase buildings or land;
- (c) pay for activities of a political or exclusively religious nature;
- (d) pay for works or activities that any person has a statutory duty to undertake;
- (e) pay for any expenditure commitments of the Recipient entered into before the Commencement Date;
- (f) pay for depreciation, amortisation or impairment of fixed assets;
- (g) pay input VAT reclaimable by the grant recipient from H.M. Revenue & Customs;
- (h) make interest payments or service charge payments for finance leases;
- (i) provide gifts or entertaining; or
- (j) pay statutory fines, criminal fines or penalties

unless this has been approved in writing by Highways England.

4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to Highways England.

**5. ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient 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 receipt of any Grant monies to which they relate. Highways England shall have the right to review, at Highways England's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide Highways England with a copy of its annual accounts within six months (or such lesser period as Highways England may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate Highways England's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Highways England.

**6. MONITORING AND REPORTING**

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 If the Recipient has any grounds for suspecting financial irregularity in the use of the Grant it must notify Highways England immediately, explain what steps are being taken to investigate the suspicion and keep Highways England informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or mismanagement and the use of the Grant for purposes other than the Project.
- 6.3 The Recipient shall provide Highways England with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as Highways England may reasonably require. The Recipient shall provide Highways England with each report within three months of the last day of the quarter to which it relates.
- 6.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

- 6.5 If required to do so by Highways England in writing, along with its first quarterly financial report, the Recipient shall provide Highways England with a risk register and insurance review in the format provided by Highways England. The Recipient shall address the health and safety of its staff in the risk register.
- 6.6 The Recipient shall on request provide Highways England with such further information, explanations and documents as Highways England may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.7 The Recipient shall permit any person authorised by Highways England (including the representative of the Comptroller and Auditor General) such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.8 The Recipient shall permit any person authorised by Highways England for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, Highways England considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.9 The Recipient shall provide Highways England with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

## **7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of Highways England as the source of the Grant.
- 7.2 Subject to Highways England's prior written approval of any content (not to be unreasonably withheld or delayed) the Recipient shall acknowledge the support of Highways England in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by Highways England) shall include Highways England's name and logo (or any future name or logo adopted by Highways England) using the templates provided by Highways England from time to time.
- 7.3 In using Highways England's name and logo, the Recipient shall comply with all reasonable visual identity guidelines issued by Highways England from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with reasonable promotional activities relating to the Project that may be instigated and/or organised by Highways England.

7.5 Highways England may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

7.6 The Recipient shall comply with all reasonable requests from Highways England to facilitate visits, provide reports, statistics, photographs and case studies that will assist Highways England in its promotional and fundraising activities relating to the Project.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 Highways England and the Recipient agree that 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 Highways England or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where Highways England has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient 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 Highways England.

## **9. CONFIDENTIALITY**

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the

receiving party without breach of the obligations owed by that party to the disclosing party.

- 9.3 Subject to the provisions of Clause 9.4 the Recipient may disclose Confidential Information to the minimum extent required by:
- (a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
  - (b) the rules of any listing authority or stock exchange on which its shares are listed or traded; or
  - (c) the laws or regulations of any country to which its affairs are subject.
- 9.4 Before the Recipient discloses any Confidential Information pursuant to Clause 9.3 it shall, to the extent permitted by law, give Highways England as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this Clause 9.2, the Recipient shall take into account Highways England's requests in relation to the content of this disclosure.
- 9.5 If the Recipient is unable to inform Highways England before Confidential Information is disclosed pursuant to Clause 9.3 it shall, to the extent permitted by law, inform Highways England of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

## **10. FREEDOM OF INFORMATION**

- 10.1 Highways England and the Recipient acknowledge that each of them is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2 Highways England or the Recipient (as the case may be) shall:
- (a) provide all necessary assistance and cooperation as reasonably requested to enable one another to comply with their obligations under the FOIA and EIRs;
  - (b) transfer to each other any request for information relating to this agreement that either of them receives and considers the other is better placed to respond to as soon as practicable and in any event within 2 working days of receipt;
  - (c) provide one another with a copy of all information belonging to them requested in the request for information which is in their possession or control in the form that the other reasonably requires within 5 working days (or such other period as they may reasonably specify) of either of them requesting for such information.

10.3 Both parties acknowledge that either of them may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other. Either party shall take reasonable steps to notify the other of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the party responding to the request shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

#### **11. DATA PROTECTION**

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

#### **12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

12.1 Highways England's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to Highways England's other rights and remedies, Highways England may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than the Purpose for which it has been awarded;
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide Highways England with a reasonable explanation for the delay;
- (c) Highways England considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is in the reasonable opinion of Highways England, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of Highways England, undertakes activities that are likely to bring the reputation of the Project or Highways England into disrepute;
- (g) the Recipient provides Highways England with any materially misleading or inaccurate information;
- (h) The Recipient takes inadequate measures to investigate suspected financial irregularity as required by clause 6.2;
- (i) the Recipient commits or has committed a Prohibited Act;
- (j) any employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of

Highways England, bring or are likely to bring Highways England's name or reputation into disrepute;

- (k) the Recipient 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);
- (l) the Recipient 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; or
- (m) the Recipient 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.

12.2 Highways England may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to Highways England.

12.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify Highways England as soon as possible so that, if possible, and without creating any legal obligation, Highways England will have an opportunity to provide assistance in resolving the problem or to take action to protect Highways England and the Grant monies.

### 13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

### 14. HUMAN RIGHTS

14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

14.2 The Recipient shall undertake, or refrain from undertaking, such acts as Highways England requests so as to enable Highways England to comply with its obligations under the Human Rights Act 1998.

**15. LIMITATION OF LIABILITY**

15.1 Highways England accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless Highways England, its 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 the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

15.2 Subject to clause 15.1, Highways England's liability under this Agreement is limited to the payment of the Grant.

**16. WARRANTIES**

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) 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 Highways England immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to Highways England is to the best of its knowledge and belief, true and accurate;
- (h) 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 in connection with the Grant;

- (i) it is not aware of anything in its own affairs, which it has not disclosed to Highways England or any of Highways England's advisers, which might reasonably have influenced the decision of Highways England to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

## **17. INSURANCE**

17.1 The Recipient will ensure that any contractor directly or indirectly engaged by it to carry out the works forming part of the Project shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to Highways England a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **18. DURATION**

18.1 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 the Recipient, whichever is longer.

18.2 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.

## **19. TERMINATION**

Highways England may terminate this Agreement and any Grant payments on giving the Recipient one months' written notice should it be required to do so by financial restraints or for any other reason.

**20. ASSIGNMENT**

The Recipient may not, without the prior written consent of Highways England, 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.

**21. 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.

**22. 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, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above 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 5.00 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.

**23. DISPUTE RESOLUTION**

23.1 In the event of any complaint or dispute (which does not relate to Highways England's 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 to the Project Manager or any other individual nominated by Highways England from time to time.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the General Counsel of Highways England and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by Highways England and the Recipient.

23.3 In the absence of agreement under clause 23.2, 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.

**24. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between Highways England and the Recipient, 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.

**25. JOINT AND SEVERAL LIABILITY**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

**26. VARIATION**

Highways England may at any time with the written agreement of the Recipient revise, revoke or add to the terms of this Grant Agreement.

**27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**28. 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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1 The Project**

Historic England will undertake a second archaeological evaluation to establish the condition and degree of preservation of part of the South Blockhouse and its exterior ditch to properly establish the time and cost of excavating the entire structure. The proposed project costs include the post-excavation work.

Should the excavation discover the remains of any medieval cannon, they will be exhumed and be prepared for display.

This scope also includes outreach work to get engagement with the local community via various media outlets.

### Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment
£90,000	25/02/2019

**Schedule 3 Breakdown of Grant**

<b>Item of Expenditure</b>	<b>Budget (in UK Sterling)</b>	
Staff	[REDACTED]	
Plant		
Welfare (incl delivery)		
Van		
GPS hire		
Tools and equipment		
Displays		
Open Day		
Drone		
Shoring		
Removal of soil/new surface		
VAT		
Community Outreach		
Allowance for removal of cannon		
<b>TOTAL</b>		<b>£90,000</b>

EXECUTED as a DEED  
by affixing of the COMMON SEAL of  
**HIGHWAYS ENGLAND COMPANY LIMITED**  
in the presence of:

.....  
Authorised Signatory

.....  
Authorised Signatory

The common seal of **THE HISTORIC  
BUILDINGS AND MONUMENTS COMMISSION  
FOR ENGLAND** was affixed to this deed  
in the presence of:



Authorised Signatory