<table>
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<th>Applicant’s name</th>
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<td>Names of team members (if applicable)</td>
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<td>Project name (if applicable)</td>
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<td>Award value *(£)</td>
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<td>Application number (for office use only)</td>
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Terms and Conditions for Oxford Brookes Social Entrepreneur Awards

**These awards are only available to staff, students and recent graduates of Oxford Brookes University (up to 12 months from your graduation date).**

Your OBSEA award is made to you by Oxford Brookes University. This Award is subject to your acceptance of the following terms and conditions, which you should read carefully. If you are unsure about any of the terms and conditions, please ask the OBSEA Programme Coordinator for clarification before you sign them (email jwillmore@brookes.ac.uk)

These terms and conditions, together with your application information, including the form which describes your project, our approval letter or e-mail, and the final approved budget, form the agreement between (1) you yourself (“You”) and (2) Oxford Brookes University (“We / Us”).

Nothing in this agreement shall create a partnership, as defined in the Partnership Act 1890 or otherwise, between Oxford Brookes University and the Award Winner.

**Your Oxford Brookes Social Entrepreneurs Award**

1. Your Award is made to you personally or to a named group of individuals, as listed above. This means that it must only be used by those listed and you must not transfer it to any other person.
2. You must only use your Award for the purposes of your project, which is set out in your proposal, unless Brookes agrees to any changes (see 3 below).
3. If you wish to change your project you must first speak to your Faculty Champion or the Programme Co-ordinator who will discuss the changes with you and consult with the OBSEA team as appropriate. You must get his/her written agreement to the changes before you carry them out and he/she may make conditions that he/she thinks are appropriate before giving his/her agreement. Please be aware that if your proposed project changes are so substantial that your project will no longer be the project for which your Award was made, your Award may be withdrawn. The Faculty Champion will help you to ensure that your proposed project changes are not substantial.
4. Acceptance of your Award is a commitment by you to carry out your project within the agreed timescale and budget. The maximum term of your Award is 12 months from the initial payment. Please let the OBSEA Programme Coordinator know if at any time you are experiencing any difficulties.
5. We are not obliged to make your Award to you. This means that we can decide to withhold payment of it, or any installment of it at any time, but we do not expect to do so unless we think that we have a good reason. Where possible, we will give notice of withholding payment.
6. We may change any of the terms of your Award at any time if we give you four weeks' notice, but, again, we do not expect to do so unless we think that we have a good reason and we will usually consult with you first about the proposed changes.

7. We will not make any payment of your Award until we have received all necessary paperwork, including satisfactory references from your two referees (where these are part of the application process). You will have three months from the date of the Awards Letter to return all requested paperwork.

8. If your project involves work with children, young people or other vulnerable groups, we will require a satisfactory Disclosure from the Criminal Records Bureau. We will provide you with further advice and information on how to obtain a Disclosure, if required, and all information relating to the Disclosure will be treated in the strictest confidence.

9. It is a requirement of the award that you agree to sign the Data Protection Statement and Declaration as part of the application process. By accepting the award, you consent to your details being passed to Santander UK and others for the purposes of research that will help Oxford Brookes University improve the way we work with Award Winners and communities. You will be expected to take part in any research that may be carried out by the University. Please be aware that the information and materials you provide may be displayed on Oxford Brookes University's website. The information will be accessible in countries outside of the European Economic Area which do not necessarily ensure adequate levels of protection for your rights and freedoms as a data subject, in relation to the processing of personal data.

10. It is a requirement of your Award that you complete a review and that you complete a financial statement and attend a review meeting if requested. You may also be required to produce progress reports on your project and how you have used the award from time to time. If you fail to do so, Oxford Brookes University may withdraw your Award and seek to recover the money given to you.

11. It is a requirement of the Award that you will cooperate with all reasonable and relevant risk assessment procedures and health and safety checks relating to your project and that you will take all reasonable precautions to ensure your safety and that of any other persons participating in your project.

Payment of your Award

12. Brookes will pay your Award to you as notified in your award letter or e-mail for your project. Please note that Brookes reserves the right to make payment in installments and may specify additional conditions.

13. Please be careful to ensure that you do not incur expenses before you sign these terms and conditions as those expenses will not be paid or refunded to you.

14. You should also be careful to make sure that your project costs are not higher than those agreed in the final approved budget as additional project costs will not normally be paid.

15. If you have not spent your entire Award at the end of your project, you must refund any unspent money to Brookes without delay.

16. If you do not fulfill your obligations under this agreement and we do not think that you have a good reason for the failure, then we will not make any further payments to you and we reserve the right to recover monies already paid to you.

17. If your Award is to be used for part or matched funding, you must provide information to show that any balance of funds for your project is likely to be secured.

18. If you are receiving job seekers’ allowance, income support, housing benefit or working families tax credits or other state benefit, an Award to pay for your living expenses may affect your level of benefits. Similarly you may be liable to pay income tax on any Award for personal expenditure if you are self-employed or in employment. You should seek legal advice, e.g. from a CAB or an independent advice centre, to see how this might affect you. We can provide details of where you may be able to get free advice.
19. You agree to:
(a) indemnify Brookes in respect of any costs, claims, loss or liability whatsoever suffered by us (including reasonable legal costs and disbursements) as a result of any breach by you of any of the terms of this Agreement or any negligent act or omission by you;
(b) obtain appropriate insurance at all times in relation to all activities you undertake and to ensure that the cover under such policy of insurance is adequate including (without limitation) public liability insurance in respect of your activities for a minimum cover of £2,000,000 per claim;
(c) obtain all appropriate approvals, commissions, licences or to carry out any profile checks required by law or required by us and to confirm that you have done this;
(d) provide copies of any insurance documentation that we request.

**Insurance, approvals and permissions**

20. Before starting your project you must ensure that you obtain any insurance (for example, Public Liability Insurance), approvals, permissions, licences or carry out any profile checks required by law or which are required by Brookes. We will help you to decide what insurance etc. you need. You must confirm to the OBSEA Programme Coordinator either that you have done this or that you do not need to do so, in which case you must give reasons to support this view.

**Accounts and Reports**

21. To keep us up-to-date with your progress with your project and to make sure that you are using your Award money properly, during your project you must:
(a) give us regular reports on the progress of your project and to provide project monitoring data as may be specified from time to time;
(b) follow our guidelines on keeping financial records
(c) keep a record of all expenditure of your Award together with receipts until at least 1st September 2025 submit to the OBSEA Programme Coordinator all receipts for expenses that he/she requests;
(d) allow Oxford Brookes University to access your financial records and receipts at any time and to make copies of relevant items.

22. We may need to see satisfactory reports referred to in 21 (a) and the receipts referred to in 21 (c) and (d) before Brookes pays any further installment of your Award to you.

23. In addition, to determine the success of your project, at the end of your project you must produce a brief report showing all your activities, their impact and a final account of the expenditure against the final approved budget. We will provide help with this.

**Publicity**

24. Before doing any publicity (including public statements) about your Award, your project or about yourself as an Award winner you must get consent from your Faculty Champion who may consult with the OBSEA team as appropriate. In publicity you must acknowledge the support of the OBSEA scheme.

25. Oxford Brookes University may use information about you and your project in their/our publicity and promotional material at any time including after this agreement has ended.

**Assets**

26. If you wish to buy an asset worth £1,000 or more (including property, equipment and intellectual property rights) for your project, using your Award money, you must first obtain the authorisation of your Faculty Champion who may consult with OBSEA team as appropriate. In relation to those assets:
(a) they must only be used for the purposes of the project.
(b) unless otherwise agreed with the OBSEA Programme Co-ordinator they will remain the property of Oxford Brookes University and at the end of your project, you undertake to transfer them to other Award-holders for the benefit of other projects or, failing this, to donate them for
community use. If your disposal of assets gives rise to any income, we may seek repayment of the whole or any portion of that income.

(c) if we end this agreement before completion of your project, any assets remain the property of Oxford Brookes University and must be returned to the OBSEA Programme Coordinator without delay.

Termination and Repayment
27. If you do not meet your obligations under this agreement within a reasonable time period, materially breach a condition of your Award, provide misleading or inaccurate or incomplete information to us, or you act in a misleading or negligent manner, Brookes may end this agreement immediately and may require you to repay all or part of your Award.

28. If we discover that your application was misleading or contained information that was incorrect or incomplete in a material way, we will bring this agreement to an end immediately and, if so, you must repay your Award immediately.

Equal Opportunities
29. During your project, you must comply with Oxford Brookes University's Equality, Diversity and Inclusion Policy, which can be found at: https://www.brookes.ac.uk/staff/human-resources/equality-diversity-and-inclusion/edi-at-brookes/equality-diversity-and-inclusion-policy/

Duration
30. This agreement commences on the date of your signature below and ends on the earlier of twelve months from the date below or the date that your project ends, except for those conditions intended to survive expiry or termination such as this clause 3, 4, 6, 10 to 12 inclusive, 15, 16, 19, 20, 21 to 29 inclusive which shall survive either as stated or indefinitely as the case may be.

Team member 1

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Team member 2

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Team member 3

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This form should be signed by all team members listed in the first section of this document.