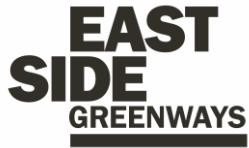


Appendix A - Draft Partnership Agreement



Belfast
City Council



Net Zero Neighbourhood: A Community Climate Action Plan for Improving Lives

Partnership Agreement

Between

EastSide Greenways

And

Belfast City Council and Queens University Belfast

By signing this Partnership Agreement, each Party acknowledges that it has read the attached pages, and all agree to be bound.

The Partner(s) must be aware of the terms and conditions that are associated with The National Community Lottery Fund Grant that the Grant Holder has signed and must ensure that they do not act in a way that will affect Grant Holder's ability to adhere to the terms and conditions of the Grant Agreement (see Schedule 2).

Partnership Agreement Particulars

The Parties

Party	Party details
Lead Organisation/Grant Holder (“Lead”):	EastSide Greenways, Avalon House, 278/280 Newtownards Road, Belfast, Co Antrim, BT4 1HE; Charity registration number NIC 100544; Company registration number NI615294
Partner Organisation One (a “Partner”):	Queens University Belfast, University Road, BT7 1NN
Partner Organisation Two (a “Partner”):	Belfast City Council, Belfast City Hall, Belfast, BT1 5GS

Project Details

Project Name (“the Project”):	Net Zero Neighbourhood: A Community Climate Action Plan for Improving Lives
Project Purpose (“the Purpose”):	<p>This funding will support EastSide Greenways to engage their community in climate action projects, using a 16km urban green and blue space cycle and walkway through the heart of East Belfast, Northern Ireland. The vision is that people living in areas of disadvantage in East Belfast are empowered to connect to the conversation about climate change at a local level, and shape how climate action could improve their community and the lives of the people in it.</p> <p>EastSide Greenways will partner with Queens University Belfast and Belfast City Council requesting £1,348,423.03 over five years. Community partners include East Belfast Community Development Agency (EBCDA), The Larder, and East Belfast Anti-Poverty Alliance (EBAPA) made up of 21 organisations including Sure Start, East Belfast Mission, In This Together, The Trussell Trust and Barnardo's.</p> <p>This project will provide opportunities every year for up to 5000 residents living in areas of poverty, discrimination and disadvantage to connect to the conversation about climate change at a local level and shape how climate action can improve their community and the lives of the</p>

	<p>people in it. It aims to make a difference by using the Greenway as a test lab for a variety of scalable local climate action projects. Impact will include building knowledge, skills and capacity in communities to understand climate change, take part in local climate action projects and create their own Climate Action Plan. As well as through connecting into city and nationwide networks to share learning and inspire others.</p> <p>Activities will take place outdoors and in community venues along the Greenway and work will be split between the formal partners. ESG will deliver climate action projects, volunteer engagement, marketing, digital and print project campaign. QUB will lead on evaluation and report writing. BCC will conduct data gathering developing shareable toolkit and resources and connecting the project into city and nationwide networks. Budget has also been allocated for local experts and community groups to be involved with the project, particularly on Citizen Assembly meetings, Citizen Science activities and Ambassador programme.</p>	
Project ID:	20292739	
The National Lottery Community Fund Grant ("the Grant")	£1,348,423.03 over five years	
Project Plan Summary:		
Lead/Partner	Deliverables	Due date
BCC	Carry out a selection of ecological surveys of the Greenway which will help inform community conversations and new, more sustainable ways of maintaining public spaces	End of year 1
ESG / BCC / QUB	Alongside other partners develop citizens science programme	Throughout programme
ESG /BCC / QUB	Webinar series will be a method of sharing learning to a wider group e.g academics and NGO's across Ireland, NI and rest of UK	Throughout programme
ESG / BCC/ QUB	Delivery of test initiatives	Throughout programme

ESG / QUB	Collation and completion of reports	Annually
QUB	Support Research Impact and Communications Officer, working closely with team.	Throughout programme
Payment of Grant funding to Partners (“the Payments”)		
Queens University Belfast - Yearly report		Total over 5 years - £9,000
Belfast City Council - payment schedule		Data Collection /Ecological Survey Year 1 £100,000 Year 4 & 5 Toolkits and resources £15,000 Year 5 Final Evaluation £15,000

Partnership Agreement Duration

Commencement Date:	[insert date which the last Party signed this Partnership Agreement]
Date of Expiry:	The later of [insert date] or the date on which all obligations imposed on the Lead under the Grant Agreement have been fulfilled.

Communications

Communication Lead:	Gillian Hamilton, EastSide Greenways Manager, 07453033327, gillianh@eastsidepartnership.com
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Key Contacts

Lead Organisation/Grant Holder:	Gillian Hamilton, EastSide Greenways Manager, 07453033327, gillianh@eastsidepartnership.com
Partner Organisation One:	Professor Ruth Hunter, Professor of Public Health and Planetary Health, Queens University Belfast, ruth.hunter@qub.ac.uk

Partner Organisation Two:	Edel Gowdy, Lead Officer, Open Spaces and Streetscene, gowdye@belfastcity.gov.uk
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Background

- (A) The Lead has obtained funding from The National Lottery Community Fund for the Project.
- (B) The Lead will be solely responsible to The National Lottery Community Fund to deliver the Project in accordance with the terms and conditions of the agreement that the Lead has entered into with The National Lottery Community Fund (“Grant Agreement”). The amount of funding and the duration of the Grant Agreement is stated in the Project Details. The Partner(s) must also comply with the terms and conditions of the Grant Agreement.
- (C) The Parties have agreed to enter into this Partnership Agreement to set out how they will work together to complete the Project.

Partnership Agreement structure

The following schedules form part of this Partnership Agreement:

Schedule 1	General Terms and Conditions
Schedule 2	Grant Agreement
Schedule 3	Project Plan

Upon signing, the Parties agree to be legally bound by this Partnership Agreement from the Commencement Date set out above.

Signed by the authorised representative of EastSide Greenways

Name:	Gillian Hamilton	Signature:
Position:	EastSide Greenways Manager		

Signed by the authorised representative of Belfast City Council

Name:	Edel Gowdy	Signature
Position:	Lead Officer Open Spaces and Streetscene		

Signed by the authorised representative of Queens University Belfast

Name:	Professor Ruth Hunter	Signature
Position:	Professor Public Health and Planetary Health		

Schedule 1

General Terms and Conditions

1 Commencement and Duration

1.1 This Partnership Agreement shall commence on the Commencement Date and shall expire on the Date of Expiry as marked on the Partnership Agreement Particulars unless terminated earlier in accordance with these General Terms and Conditions.

2 Parties Obligations

2.1 The Parties agree to act lawfully in carrying out its obligations under this Partnership Agreement and ensure that it complies with:

- 2.1.1 the General Terms and Conditions of this Partnership Agreement;
- 2.1.2 the terms and conditions of the Grant Agreement;
- 2.1.3 all applicable legislation; and
- 2.1.4 any policies and guidelines issued by The National Lottery Community Fund including but not limited to equal opportunities and safeguarding and protecting children and adults at risk.

2.2 The Parties acknowledge that the Lead is acting as the lead organisation on the Project and is responsible to The National Lottery Community Fund for the completion of the Grant Agreement. Each Partner agrees not to act in any way which would or could cause the Lead to be in breach of the Grant Agreement.

2.3 To the extent that there is any inconsistency between this Partnership Agreement and the Grant Agreement, the terms and conditions of the Grant Agreement shall prevail.

2.4 Each Party shall have an adequate number of staff (including any new staff as required) with the necessary skills and experience to complete its Deliverable(s) stated in the Project Plan. The costs of employing such staff shall be met by the Party concerned (including any redundancy or other payments on termination of employment).

2.5 Each Party shall:

- 2.5.1 be responsible for its own staff who are allocated to work on the Project and shall comply with its own policies and procedures in respect of any such staff; and
- 2.5.2 have in place and comply with all policies and procedures required by law or relevant to the Project.

2.6 Each Party shall be responsible for managing its own finances in relation to the Project.

3 Lead Obligations

3.1 The Lead shall be responsible for the overall leadership and management of the Project and shall ensure full compliance by the Partner(s), with the terms and conditions of the Grant Agreement.

3.2 The Lead shall not be obliged to make any Payment(s) to a Partner unless it has received the Grant funding from The National Lottery Community Fund.

3.3 The Partner(s) acknowledge that the Lead shall be under no obligation to indemnify any Partner for any expenditure incurred which is in excess of the relevant Partner's agreed Payment(s) stated in the Project Plan.

3.4 If the Lead, acting reasonably, is of the view that any Party to this Partnership Agreement is not sufficiently delivering its Deliverable(s), the Lead will use all reasonable endeavours to maintain compliance with the terms and conditions of the Grant Agreement.

4 Payments and Contributions

4.1 The Lead shall distribute the Payment(s) to the Partner(s) on the dates set out in the Project Plan. Payment(s) made by the Lead to a Partner under this Clause 4 shall be paid to such Partner on the same terms and conditions as the Grant Agreement.

- 4.2 Each Party shall keep, in relation to the Project and the receipt and expenditure of all Payment(s) received under Clause 4:
 - 4.2.1 accurate records and accounts showing income and expenditure;
 - 4.2.2 receipts and invoices in relation to expenditure; and
 - 4.2.3 details of how the Deliverable(s), as set out Project Plan, were completed.
- 4.3 Each Party shall keep the information listed in Clause 4.2 for a period of seven (7) years after the Expiry Date (“**Retention Period**”) so as to enable compliance with the reporting requirements of the Lead and/or The National Lottery Community Fund. If requested, the Partners shall permit The National Lottery Community Fund, the Lead and the Comptroller and Auditor General to inspect such information during normal working hours upon reasonable notice throughout the term of this Partnership Agreement and during the Retention Period.
- 4.4 A Party shall not incur any financial liabilities in respect to the Project that are not agreed to as part of the Project Plan. In the event any Party does so, it shall not be entitled to any indemnity or reimbursement of such financial liability from any other Party unless agreed in accordance with Clause 12.1.
- 4.5 Each Partner acknowledges that any Payment(s) to them by the Lead under this Partnership Agreement are paid from the Grant Agreement and do not represent consideration for any taxable supply for VAT purposes. Any such Payment(s) are distributed are inclusive of VAT (if any).

5 Partner Obligations

- 5.1 Each Partner represents to the Lead that:
 - 5.1.1 it has the right, power and authority to enter into and fully perform its obligations under this Partnership Agreement;
 - 5.1.2 it will perform its obligations under this Partnership Agreement with reasonable skill and care;
 - 5.1.3 it shall comply with the Terms and Conditions of the Grant Agreement to the full extent that it is relevant to the Partner;
 - 5.1.4 there are no material agreements existing to which the Partner is a party which prevent the Partner from entering into or complying with this Partnership Agreement; and
 - 5.1.5 it has satisfied itself as to the nature and extent of the risks assumed by it under this Partnership Agreement and has gathered all information necessary to perform its obligations under the Partnership Agreement.
- 5.2 Without prejudice to any other remedies of the Lead under this Partnership Agreement, if a Partner fails to fulfil all or any of its Deliverable(s) as stated in the Project Plan, the Lead shall be entitled to withhold from such Partner all or any part of such Payment(s) which are associated with the relevant Deliverable(s). The Lead shall have sole discretion as to whether it subsequently releases all or part of the withheld Payment(s) if the affected Partner takes steps to comply with its unfulfilled Deliverable(s) under this Partnership Agreement.

6 Intellectual Property

- 6.1 For the purpose of this Clause 6, “**Intellectual Property Rights**” shall mean patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 6.2 The Parties intend that any Intellectual Property Rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any Intellectual Property Rights created jointly by employees of two or more Parties, in the Party who is noted in the Project Plan as having responsibility for the activity pursuant to which the Intellectual Property Rights were created).
- 6.3 Where any Intellectual Property Right is created and vests in the relevant Party in accordance with Clause 6.2, such Party shall:

- 6.3.1 not commercially exploit the Intellectual Property Right without The National Lottery Community Fund's prior written consent; and
- 6.3.2 grant an irrevocable, non-exclusive licence to the other Parties and The National Lottery Community Fund, as necessary, to use such Intellectual Property for the purposes of publicising the success of the Project or on the terms as otherwise agreed by the Parties in writing.

7 Publicity and Branding

- 7.1 The Parties shall comply with The National Lottery Community Fund's publicity guidelines as set out in the Grant Agreement and as published on its website: <https://www.tnlcommunityfund.org.uk/welcome>
- 7.2 The Parties shall acknowledge The National Lottery Community Fund, using the common lottery branding in accordance with the brand guidelines referred to in Clause 7.1.
- 7.3 The Communication Lead shall be responsible for promoting the Project and all responses to media enquiries must be approved by the Communication Lead prior to issue.

8 Termination

- 8.1 The Lead may terminate this Partnership Agreement with immediate effect by written notice to the Partners if The National Lottery Community Fund suspends or terminates the Grant Agreement for any reason.
- 8.2 The Lead may, in its sole discretion, terminate this Partnership Agreement with immediate effect by written notice to a Partner in breach ("Breaching Party") on or at any time after the Breaching Party:
 - 8.2.1 is in material or persistent breach of any of its obligations under this Partnership Agreement (including the terms and conditions of the Grant Agreement) which (if the breach is capable of remedy) the Breaching Party has failed to remedy within twenty (20) working days after receipt of notice in writing from the Lead requiring the Breaching Party to remedy such breach;
 - 8.2.2 suffers an insolvency event;
 - 8.2.3 grossly neglects the Purpose and general objectives of this Partnership Agreement;
 - 8.2.4 acts in any respect contrary to the provisions of this Partnership Agreement or to the requirement of good faith between the Parties.
- 8.3 If any Partner is unable for whatever reason to continue its participation in the Project, it shall notify the other Parties immediately on becoming aware of such circumstances and enter into good faith discussions with the other Parties as to how the departure of the affected Partners from the Project can be managed so as to cause the least possible disruption to the Project and whether it is possible for this Partnership Agreement to continue in force in respect of the remaining Parties.
- 8.4 On termination of this Partnership Agreement for any reason:
 - 8.4.1 termination shall not affect the rights of any Party accruing or accrued prior to the termination of this Partnership Agreement; and
 - 8.4.2 this Partnership Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination; and
 - 8.4.3 the Partners shall promptly repay to the Lead any unused Payment(s) to them under Clause 4.
- 8.5 On termination of this Partnership Agreement for whatever reason the Parties shall use all reasonable endeavours to work together in good faith to enable an orderly transition and to satisfy the terms and conditions of the Grant Agreement taking into account the termination of this Partnership Agreement.
- 8.6 The Parties shall in the case of a minor or non-material breach utilise the dispute resolution procedure set out in Clause 11 prior to termination. Termination in respect of a Partner shall not terminate the Partnership Agreement in respect of the other Parties.

9 Confidentiality

9.1 Each Party shall take all necessary precautions, and apply the same confidentiality measures and degree of care to any confidential information disclosed to it by another Party as the receiving Party applies to its own confidential information to ensure that the information is treated as confidential and undertakes that it shall not at any time, save as permitted by Clause 9.2, disclose any other Party's confidential information.

9.2 Each Party may disclose another Party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its Deliverable(s) stated in the Project Plan. If a Party discloses confidential information under this Clause 9.2, it shall ensure that its employees, officers, representatives or advisers to whom it discloses such confidential information are made aware of and comply with the provisions of this Clause 9.

9.3 The provisions of Clause 9.1 shall not apply to any confidential information which:

- 9.3.1 is or becomes public knowledge (otherwise than by breach of Clause 9.1);
- 9.3.2 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from another Party; or
- 9.3.3 is required to be disclosed by any applicable law or regulation, or any court, or governmental or administrative or regulatory authority competent to require such disclosure.

10 Data Protection

10.1 The Parties shall comply with:

- 10.1.1 their obligations under the Data Protection Act 2018 in relation to any personal data processed in relation to this Partnership Agreement; and
- 10.1.2 the provisions, if any, set out in the Project Plan.

11 Dispute Resolution

11.1 Any dispute or difference between the Parties arising out of or in connection with this Partnership Agreement (a "Dispute") shall be treated in accordance with the provisions of this Clause 11.

11.2 If a Dispute arises, the Parties in dispute shall first seek to resolve the Dispute by escalation to the Key Contacts in the Partnership Agreement Particulars. The Key Contacts shall have ten (10) working days during which they will use their reasonable endeavours to resolve the Dispute.

11.3 In the event that the matter is still in dispute after completion of the process set out in Clause 11.2, the Parties shall refer the Dispute to mediation or some other form of alternative dispute resolution, until agreement can be made on how to address the Dispute.

11.4 Each Party will pay its own costs of mediation or alternative dispute resolution under this Clause 11.

11.5 If there is a Dispute, each Party will continue to perform its obligations under this Partnership Agreement as far as practical given the nature of the Dispute.

11.6 Each Party agrees not to start any court action in relation to a Dispute until it has complied with the process described in Clause 11, unless court action is necessary to preserve a Party's rights.

12 Variation of the Partnership Agreement

12.1 Any change to this Partnership Agreement is called a Variation. A Variation must be agreed by all Parties and recorded:

- 12.1.1 in writing and signed by all Parties, or
- 12.1.2 through an exchange of emails where the authors have delegated authority to approve the Variation

13 General

13.1 Nothing in this Partnership Agreement, and no action taken by the Parties pursuant to this Partnership Agreement, shall constitute, or be deemed to constitute, the Parties as a partnership within the meaning of the Partnership Act 1890 or the Limited Liability Partnership Acts nor shall it

constitute a joint venture or denote the relationship of agent/principal between the Parties and no Party shall be entitled to bind or hold itself out as being capable of binding any other Party.

13.2 Any notices to be given under this Partnership Agreement shall be in writing and shall be:

- 13.2.1 delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 13.2.2 sent by email,

addressed to the Key Contact indicated for each Party in the Partnership Agreement Particulars. Such notices shall be deemed to be served if delivered personally, at the time of delivery, if sent by post 48 hours after posting and if sent by email at 9.00 am on the next working day after transmission.

13.3 No Party shall assign its rights or transfer its obligations under this Partnership Agreement without the prior written consent of The National Lottery Community Fund.

13.4 A waiver of any right under this Partnership Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

13.5 This Partnership Agreement contains all the terms and conditions agreed between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. However, nothing in this Clause 13.5 shall operate to limit or exclude any Party's liability for fraudulent misrepresentation.

13.6 If any provision (or any part of a provision) of this Partnership Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

14 Governing Law and Jurisdiction

14.1 Subject to Clause 11, this Partnership Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter (a "Claim"), shall be governed by, and construed in accordance with, the laws of England and Wales and the Parties agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any claim.

Schedule 2

Grant Agreement



Michele Bryans
EastSide Greenways
278-280 Newtownards Road
Belfast
Antrim
BT4 1HE

Project reference: 20292739

21/07/2025
Hello Michele

We're going to fund your project!

We're happy to tell you that we are going to fund your Climate Action Fund application for National Lottery funding. We want to give Net Zero Neighborhood: A Community Climate Action Plan for Improving Lives £1,348,423.03 over 5 years.

Please read over this before you sign and send us the things we need

Make sure you're happy with all the information included and the terms before you sign by reading over:

- the information about your project
- the difference your project aims to make

- how to share the good news about your funding
- our terms and conditions (so you know what you're agreeing to when you sign at the end)

We've made some changes around how you return your offer letter and bank statement

We want to be as flexible as we can. We know some people won't have access to a scanner or printer. So to make it easier to return information to us:

- we're saying it's fine to send us either a photo or scanned copy of your signed documents via email or a hard copy of your signed documents via post.

What happens after you've sent us everything we need

After we've got your signed agreement (with the terms and conditions attached) along with your bank statement copy - your funding officer will contact you.

You'll be able to talk through when you'd like to start your project, your funding payments and dates, and any next steps. Your funding officer will be happy to help you with any questions too.

What happens if you don't get back to us on time

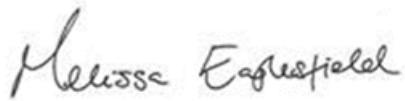
We may withdraw the funding we've offered your project if you don't send us back this signed agreement by **15/08/2025** and you haven't been in touch to let us know you aren't able to meet this date.

If you know you can't get it back to us by this date, let us know as soon as you can.

And last, but not least - well done

Congratulations again on your funding. Thank you for everything you do to support your community.

Best wishes,



Melissa Eaglesfield

Deputy

Director

Read your project summary and aims before signing the agreement

Information about your project

Your whole project is going to cost £1,603,328.62 We've said we'll give you £1,348,423.03 of this over 5 years.

The difference your project aims to make

This funding will support EastSide Greenways to engage their community in climate action projects, using a 16km urban green and blue space cycle and walkway through the heart of East Belfast, Northern Ireland. The vision is that people living in areas of disadvantage in East Belfast are empowered to connect to the conversation about climate change at a local level, and shape how climate action could improve their community and the lives of the people in it.

EastSide Greenways will partner with Queens University Belfast and Belfast City Council requesting £1,348,423.03 over five years. Community partners include East Belfast Community Development Agency (EBCDA), The Larder, and East Belfast Anti-Poverty Alliance (EBAPA) made up of 21 organisations including Sure Start, East Belfast Mission, In This Together, The Trussell Trust and Barnardo's.

This project will provide opportunities every year for up to 5000 residents living in areas of poverty, discrimination and disadvantage to connect to the conversation about climate change at a local level and shape how climate action can improve their community and the lives of the people in it. It aims to make a difference by using the Greenway as a test lab for a variety of scalable local climate action projects. Impact will include building knowledge, skills and capacity in communities to understand climate change, take part in local climate action projects and create their own Climate Action Plan. As well as through connecting into city and nationwide networks to share learning and inspire others.

Activities will take place outdoors and in community venues along the Greenway and work will be split between the formal partners. ESG will deliver climate action projects,

volunteer engagement, marketing, digital and print project campaign. QUB will lead on evaluation and report writing. BCC will conduct data gathering developing shareable toolkit and resources and connecting the project into city and nationwide networks. Budget has also been allocated for local experts and community groups to be involved with the project, particularly on Citizen Assembly meetings, Citizen Science activities and Ambassador programme.

The grant is made up of the following amounts:

Cost type	Amount
Revenue	£1,348,423.03
Capital	£0
Onward grants	£0
TOTAL	£1,348,423.03

The grant is split across the project partners as follows:

Partner	Amount allocated	Cost items
EastSide Greenways	£811,262	Staffing: £592,901 1.0 FTE Climate Action Officer £232,489.49 1.0 FTE Volunteer Engagement Support role £189,233.09 0.4 FTE Project Lead Manager £130,873.76 - 0.5 FTE Citizen Science Champion - £40,306.50 Overheads £115,577.33 Including staff recruitment, rent, utilities, admin, insurance) Direct project delivery costs £102,782.15
Queens University Belfast	£232,540	Staffing: 1.0 FTE Impact and communications Officer - £223,540 Report development - £9,000
Belfast City Council	£130,000	Ecological data collection and mapping - £100,000 Developing toolkits and resources - £15,000 Final evaluation - £15,000
Climate experts (Associate partners)	£25,000	Allocated to pay workshop leaders
Grassroots community organisations (Associate Partners) including East Belfast	£149,620	To cover costs as requested by community groups but likely to include engagement support, room hire for community spaces and access needs.

Community Development Agency, the Larder and East Belfast Anti-Poverty Alliance		
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We expect you to monitor the impact your project is having on your community. We also want you to record your progress towards meeting your aims.

We know things can change and evolve as the project does. So your Portfolio Officer will talk to you about what to do if things change.

We've included our terms and conditions with this letter

When your senior contact signs this agreement (which is made up of this grant offer letter and our Terms and Conditions), your organisation is agreeing to our terms and conditions. If your organisation fails to meet them, and/or our reporting requirements, we might suspend payment of the grant and/or take legal action to recover all or part of the funding (which we also call your grant).

Read the terms and conditions over so you know what you're agreeing to. And hold on to a copy, so you can look back on them whenever you need to.

This Grant Offer Letter is also subject to the following **additional conditions** that must be satisfied before you use the budgeted amount of the grant:

- You will provide us with written confirmation that Belfast City Council grants will part fund two of the salaries in the project totalling £254,905.59 as match funding detailed in your application form is in place and ready for you to use for this project delivery, and you will promptly inform us in writing if there are any changes to the provision of this funding.
- Before we pay any grant funds to your organisation, you will enter into a signed project delivery agreement, with Queens University Belfast, Belfast City Council, and any further associate partners in receipt of grant funding for this project, within six months of this grant offer or before your project start date, whichever is sooner.

You are responsible for checking your partner/s are financially stable and have appropriate governance arrangements in place. You must ensure that your partner/s accept and complies with our Terms and Conditions and follow any guidelines issued by us. If they fail to do so, we may exercise our rights including to terminate the grant and/or require repayment. In the event additional partners are added during the lifetime of the project, clause 4.2 of the standard terms and conditions applies.

- As the grant is public funds, you will ensure that in delivering the project, you exclude all expressions of views and opinions on matters of political and/or current public policy (unless required to under legislation, regulation or a court of law in England) and you must not use the Grant to fund lobbying. Any failure to adhere to this clause will be deemed as bringing the Fund into disrepute and will be treated as a breach of the terms and conditions of your grant.

If these conditions are not satisfied, this offer of £1,348,423.03 may be withdrawn.

Who should sign the agreement

The person you named as your senior contact in your application should sign the agreement. They must be least 18 years old and hold one of these senior positions:

Types of organisation	Senior Contact's role in the organisation
Organisations incorporated under the Companies Act (including if your organisation is <u>also</u> a registered charity)	If you're a company we need two senior contacts to sign the agreement, they can be: A Director and the Company Secretary Or A Director and another Director
Charitable Trusts and	Trustee

Charitable Organisations	Incorporated
Local authorities and statutory health bodies	Chief Executive or Director
Schools	Headteacher
Town or parish councils	Clerk to the Council or Office Bearer
Community councils (Scotland only)	Chair
All other types of organisation	Chair, Vice Chair, Treasurer or Trustee

How to share the good news about your funding

Celebrate with your community

You should share the good news with your community and your local MP:

- [Tell the world about your funding via social media](#)
- [Get in touch with your local press](#)
- [Download our logo to tell people about your National Lottery funding](#)
- [Order free plaques, stickers, bunting and more](#)

We encourage you to keep telling everyone about the difference your project is making throughout the life of your funding.

Sharing news about your project with your community can be a great way to keep them involved and engaged.

We'll share the news about your funding too

We'll publish the good news on our website and share it with the media.

We've set out more information about how you can use The National Lottery Community Fund logo in Annex 1 below.

Now you've read all the above, we need:

The senior contact(s) to send us a photograph or photocopy of the signed signature page and the first page of the agreement by email

If you're not able to send us photos or a photocopy, email us to say:

- in sending this email to us, it's the same as you returning your agreement to our grant terms - it's as though you've signed the offer letter; and
- you agree to send us the signed offer letter as soon as it's possible for you to do so.

This should be returned to us by .

An emailed copy of a photograph or photocopy of a recent bank statement for the account that you would like the funding paid into; this is the information we need to see

**Your agreement - please sign and email back to:
zoe.holness@tnlcommunityfund.org.uk**

Keep a copy of your agreement and terms and conditions (for your records). You can find more information on what happens next on our website.

Project details

Organisation name: EastSide Greenways

Project name: Net Zero Neighborhood: A Community Climate Action Plan for Improving Lives

Project Reference: 20292739

Agreement

I am/we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Senior contact (named in your application process)

First name (in full)	Last name
Karen	Purdy

Position in organisation

Chairperson

Signed

Date

	12/08/2025
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Second senior contact (for companies including if your organisation is also a registered charity)

This second senior contact must be a Director of the company, or the Company Secretary, as they are listed at Companies House. They also have to be a different person from the senior contact named above.

First name (in full)

Last name

Tony	Wilson
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Position in organisation

Company Secretary

Signed

Date

	12/08/2025
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Read the Terms and Conditions before signing, send a copy back with your agreement, and keep a copy of your agreement for yourself.

Annex 1

Information about using The National Lottery Community Fund logo (“Beneficiary Logo”)

Our Beneficiary Logo is made up of The National Lottery crossed fingers and the words “Community Fund.” The Gambling Commission owns the trademark for the crossed fingers part.

You are hereby granted a right to use our Beneficiary Logo, for the purposes of promoting your National Lottery funded project. This permission is personal to your project and you can't transfer any of your rights to another person or project.

We might share your details with Allwyn Entertainment Limited ("Allwyn"), and The Gambling Commission, in order to fulfil our obligations under our agreement with Allwyn. We have the right to end your permission straightaway to use the Beneficiary Logo, at any time and for any reason. This might be in the following circumstances:

- if Allwyn or the Gambling Commission ends our permission to use it
- if you don't comply with our guidelines
- if your grant from National Lottery funds is withdrawn, suspended or terminated.

When this permission ends, you must stop using the Beneficiary Logo immediately.

If you have any questions about publicising your grant email us at branding@tnlcommunityfund.org.uk

Climate Action Fund

Standard Terms and Conditions for Climate Action Fund Round 5 - Our Shared Future

In these terms and conditions, The National Lottery Community Fund is referred to as "us" or "we", and the organisation that is awarded a grant is referred to as "you". We refer to the project, event or activity described in your application, or as otherwise agreed with us, as "the project".

1. By accepting this grant, you agree to:

- 1.1. hold the grant on trust for us and use it only for your project;
- 1.2. use the grant only for costs incurred after the date of your grant offer letter and only during the term of the project as agreed with us;
- 1.3. start your project and draw down the first instalment of the grant within six months of signing the grant offer letter, unless otherwise agreed with us;
- 1.4. provide us promptly with any information and reports including relevant monitoring information we require about the project and its impact on your community, both during and after the end of the project;
- 1.5. work with any third party we may contract with or appoint for the benefit of the project and/or this funding programme;
- 1.6. obtain our written consent before making any significant changes to your project or to the status, ownership or constitution of your organisation;
- 1.7. let us know promptly about any significant issues or delays with your project or about any fraud, other impropriety, mismanagement or misuse in relation to the grant or any legal claim and/or investigation made or threatened against you, any member of your governing body, or any organisation, employee or volunteer working on the project;
- 1.8. act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us in relation to the programme or use of the grant;
- 1.9. advance equality of opportunities in line with the law and any guidelines issued by us;
- 1.10. if the grant is for a salary of a new post, advertise the vacancy externally unless otherwise agreed with us, and carry out a fair and open recruitment process in line with the law and any guidelines issued by us;
- 1.11. acknowledge National Lottery funding using our logo in accordance with the relevant [guidelines for recognising your grant](#), which can be found on our website;
- 1.12. hold the grant in a UK based account or building society account, which is in the legal name of the organisation that is applying for funding from The National Lottery Community Fund;
- 1.13. adhere to [our guidance on financial controls and banking arrangements](#), ensuring that no single individual has sole responsibility for any single transaction from authorisation to review and completion, and that the account is managed by at least two unrelated and authorised individuals in your organisation;

- 1.14. treat the grant as restricted funds in your annual accounts using the reference “the National Lottery Community Fund” and the programme name “Climate Action Fund Round 5 - Our Shared Future”, and if required by us, open a separate designated bank or building society account for each grant from us for the sole purpose of receiving and administering that grant;
- 1.15. immediately return any part of the grant that is not used for your project or that has not been spent by the end of the project, as agreed with us;
- 1.16. comply with our [safeguarding expectations for grant holders](#), which is available on our website;
- 1.17. have an appropriate written whistleblowing policy and procedure/s in place, ensure the policy and/or procedures are publicised internally and ensure that staff are trained on its principles and operation, review and update your whistleblowing policy and procedures at least every two years;
- 1.18. comply with all applicable data protection legislation including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 and, where appropriate, you will obtain the consent of your beneficiaries to enable us to receive and process their Personal Data in connection with the project and for us to contact them;
- 1.19. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant such as original paper or electronic receipts, invoices, and bank statements;
- 1.20. us commissioning research into and/or evaluation of your funding. You confirm that you will co-operate with any research or evaluation related activities which we carry out and further confirm that we may use any part of your application and/or project information for research or evaluation purposes;
- 1.21. allow us and/or the Comptroller and Auditor General reasonable access to relevant premises and systems to inspect the project and grant records. You agree that it may be necessary for you to share relevant Personal Data (as defined in the UK GDPR) with us in order to fulfil your obligations under this clause. You will be transparent about your obligations under this clause with your beneficiaries (Data Subjects (as defined in the UK GDPR)) and ensure you have a lawful basis to share any relevant Personal Data with us in order to comply with this clause;

- 1.22. us publicising and sharing information about you and your project including your name and images of project activities. You hereby grant us a royalty free licence to reproduce and publish in any format any project information you give us. You will let us know when you provide the information if you don't have permission for it to be used for these purposes; and
- 1.23. if your project is being delivered in Wales, enable people to engage in both Welsh and English, treating both languages equally. Welsh speakers must be able to access information and services in Welsh and all materials must be produced bilingually.

- 2. If any part of the grant is used to acquire goods or services, or to buy or develop intellectual property, costing more than £12,000 including VAT you will:**
 - 1.2. obtain and consider at least three quotes for contracts with a value between £12,000 and £30,000 including VAT;
 - 1.3. carry out a competitive tender for contracts with a value over £30,000 and, if you are a contracting authority subject to the Procurement Act 2023, comply with the Procurement Act 2023 and any subordinate legislation;
 - 1.4. use assets acquired or enhanced using the grant only for the project and keep them safely, in good repair and condition and adequately insured for the life of the project and any subsequent asset monitoring period specified in the relevant guidelines;
 - 1.5. protect any intellectual property rights acquired or developed using the grant and not commercially exploit these rights without our prior written consent; and
 - 1.6. obtain our prior written consent for any disposal of assets acquired, developed or enhanced using the grant and if required, pay us a share of proceeds from such disposal.
- 3. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant and/or impose additional conditions in the following situations. You must let us know if any of these situations have occurred or are likely to occur.**
 - 1.3. You use the grant in any way other than as approved by us or fail to comply with any of these terms and conditions, or any additional conditions set out in our grant offer to you.

- 1.4. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the impacts agreed with us.
- 1.5. You have match funding for the project withdrawn or receive or fail to declare any duplicate funding for the same project costs as funded by the grant.
- 1.6. You provide us with false or misleading information, either on application or after award of the grant, act dishonestly, or if you or anyone involved in the project or your organisation is under investigation by us, a regulatory body or the police.
- 1.7. You do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you.
- 1.8. You enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution or, in Scotland, have your organisation's estate sequestrated.
- 1.9. You receive any grant money incorrectly either as a result of an administrative error or otherwise. This includes where you are paid in error before you have complied with your obligations under these terms and conditions and Offer Letter. Any sum, which falls due under this paragraph 3.7, shall fall due immediately. If you fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.

4. You acknowledge that:

- 4.1 by accepting this grant:
 - 4.1.1. you confirm that the information in your application has been authorised by the governing body of your organisation;
 - 4.1.2. your organisation is able to deliver the project described in your application; and
 - 4.1.3. the grant is not consideration for any taxable supply for VAT purposes;
- 1.4. the grant is for your use only and you may not share or transfer the grant (or any part of it) to anyone else unless approved by us. If we agree to you sharing or transferring the grant, you are responsible for ensuring that your partners and other recipients of the grant accept and comply with these terms and conditions and follow any guidance issued by us. If they fail to do so, we may exercise our rights in clause 3, including to terminate the grant and require repayment. You

must enter into a legally binding agreement, with anyone with whom you share the grant and provide us with a copy on request;

- 1.4. if any part of the grant is used to buy or build, refurbish, extend or alter buildings or land or to purchase or enhance vehicles or equipment you must comply with our additional capital grant conditions;
- 1.5. we will not increase the grant if you spend more than the agreed budget on your project and we can only guarantee the grant as long as the National Lottery continues to operate and we receive sufficient funds from it;
- 1.6. the grant comes from public funds and you will not use it in any way that does not comply with the Subsidy Control Act 2022 (or equivalent legal provisions covering Northern Ireland) and associated regulations as amended from time to time. If the grant is deemed to be unlawful subsidy, you will repay the entire sum immediately. If you are concerned about the subsidy control obligations, you will seek independent legal advice;
- 1.7. we have no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law; and
- 1.8. These terms and conditions will continue to apply for (i) one year after payment of the last grant instalment; or (ii) until the project has been completed; or (iii) for as long as grant monies remain unspent, whichever is the longer. Clauses 1.4, 1.11, 1.12, 1.13, 1.14, 1.15, 1.18, 1.19, 1.20, 1.21, 1.22, 2.2, 2.3, 2.4, 4.3, 4.5, 4.6 and 4.7 shall survive termination or expiry of these terms and conditions.

Schedule 3

Project Plan

Attached to email

