

**Funding Agreement between England Athletics ("EA")
Armada Athletics Network ("Recipient")**

Part A – Commercial Terms

1. the PROGRAMME	
Name of Programme: McCain Athletics Network	
details of which are set out in Schedule 3	
Programme Area: Armada	
2. OFFICERS RESPONSIBLE FOR THE PROGRAMME	
Recipient: Paul Ross Paul.ross25@blueyonder.co.uk 01752 207 375	EA: Support Officer: Alex Copeland Contact address: National Club Development Officer, England Athletics, Wellington House, Starley Way, Birmingham International Park, Solihull, B37 7HE Mobile: 07920 532553 E-mail: acopeland@englandathletics.org
3. DURATION	
The Term of this Agreement is from: 23 rd July 2011 to 22 nd July 2012 unless terminated early under Section 10 (" the Term "). [The parties shall meet 3 months before contract ends to discuss the possible renewal of the Term.]	
4. PURPOSE AND LEVEL OF FUNDING	
Subject to the Recipient fulfilling its obligations under this Agreement, EA shall allocate to the Recipient Funding of £32,589 (inclusive of any VAT) as set out in Schedule 1 (" the Funding "). Without prejudice to the provisions of the Terms of Funding, the Recipient specifically acknowledges and agrees that the Funding will be used strictly only towards the efficient financing of the programme in accordance with Schedule 3 and the Programme Budget.	
5. BRANDING RIGHTS	
EA grants to the Recipient the right to use the Athletic Network Brand and the Brands of England Athletics and Sponsors in relation to the Programme on Programme Materials in accordance with the Terms [and Schedule 4].	
6. DISPUTES	
In the event that any dispute or difference arises between the Recipient and EA, the dispute shall be referred to the following representatives (" the Dispute Representatives "): First, to Paul Ross and Chris Mallender Then, if not resolved within 15 working days to Paul Ross and John Graves (Executive Chair);	

7. LEGAL STATUS OF THIS DOCUMENT

For the avoidance of doubt, no binding agreement shall be entered into between EA and the Recipient unless and until this document is signed by an authorised representative of each of EA and the Recipient.

8. CONDITIONS OF GRANT

1. England Athletics would like to highlight the generic network conditions listed in schedule three. If you have any questions about these generic conditions, then please contact Sonya Ellis or Chris Mallender, who would be happy to discuss these in more detail.
2. It is a requirement of our funding partner than we ask for a copy of your network accounts. These will be secured safely, and are for audit purposes only. Please send a copy with your signed award agreement.
3. All 16+ recreational runners, at all clubs within the network, and at any additional Run England groups will be affiliated to Run England (free of charge) at www.runengland.org
4. To receive the full Run England money of £7000 then target must be achieved. £3500 will be released to network and a minimum of 637 Run England participants will be required to be signed up at www.runengland.org in Armada area after 6 month. If achieved a further £3500 funding will be released with network tasked of achieving a minimum of 1275 signed up member by end of the year. (Please note targets based on £8500, £7000 additional money on top of £1500 identified within network plan).
5. Project seven is not to be funded by England Athletics funding. The panel felt that although a beneficial project, that the additional £2000 from England Athletics would not add any significant value and that therefore the project would not be value for money. This should have been discussed with you by Chris Mallender, if you would like to discuss further please don't hesitate to contact me (Alex Copeland) or Chris Mallender (Area Team Leader)

SIGNED to acknowledge agreement to enter into the Agreement on the terms set out in this Part A and the attached Part B Terms of Funding:

By For and on behalf of England Athletics Limited	ALEX COPELAND (PRINT NAME) (SIGN NAME)	By For and on behalf of 'Recipient' (PRINT NAME)
on (DATE)	on (SIGN NAME) (DATE)

Part B - Terms of Funding

The funding of the Programme as set out in Part A shall be subject to these Terms of Funding.

1. Definitions and Interpretation

1.1 In this Agreement capitalised words shall have the meaning given in Part A or as set out below (unless the context requires otherwise):-

"Brand"	means any name, trade mark, trade name, domain name or logo in each case whether registered or unregistered;
"Branded Items"	means and item branded with the Brand of EA and/or a Sponsor;
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are normally open for the transaction of normal banking business in London;
"Confidential Information"	means the terms of this Agreement and any information in whatever form relating to the business, products, affairs or finances of a party that is for the time being confidential to that party including, without limitation, technical data and know-how relating to its business, suppliers, clients, customers, agents, distributors, management whether or not such information is marked confidential;
"Dispute Representatives"	the parties so identified in Part A (or, in the case of EA, such substitute as may be notified by EA to the Recipient from time to time);
"EA Brand"	means the names and trade marks owned by EA and set out in Schedule 5, Section 1 (if any);
"Funding"	means the sums set out in Part A payable in accordance with Schedule 1;
"Intellectual Property Rights"	means all rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
"Liaison Officer"	means the Liaison Officer specified in Part A or otherwise agreed between the parties;
"Proceedings"	has the meaning given in Clause 22.2;
"Programme Area"	means the area specified in Part A;
"Programme Budget"	means a budget prepared by or on behalf of the Recipient for the Programme that has been approved by EA (and as may be amended from time to time only with the prior written consent of EA);
"Programme Materials"	all materials in any form or medium including

electronic form incorporating any Brand of EA or any Sponsor (including, without limitation, any Sponsor Brand and EA Brand) or referring to EA and/or to any Sponsor;

"Reporting Requirements"

has the meaning given in Clause 4.1.3;

"Review Meetings"

means such review meetings as are arranged by EA with the Recipient in accordance with Schedule 4;

"Sponsor"

means any sponsor of EA from time to time;

"Sponsor Brand"

means the names and trade marks owned by the Sponsor and set out in Schedule 5, Section 2 (if any);

"Support Officer"

means the Support Officer specified in Part A or such other representative as may be notified to the Recipient by EA from time to time; and

"Term"

means the period defined in Part A.

- 1.2 The Schedules and any annexes form part of this Agreement.
- 1.3 In this Agreement:
 - 1.3.1 clause headings are included for convenience only and shall not affect the construction of the Agreement;
 - 1.3.2 references to clauses and the Schedules are references to the clauses and the Schedules to this Agreement;
 - 1.3.3 references importing the singular shall include the plural and vice versa and words importing any gender shall include all other genders;
 - 1.3.4 references to persons shall include bodies corporate, partnerships, unincorporated associations, individuals and any other legal or commercial entity or undertaking; and
 - 1.3.5 references to any legislation or to any provision of any legislation shall include any modification, replacement or re-enactment of that legislation for the time being in force.
- 1.4 Each of EA and the Recipient warrants and undertakes to the other that it has full capacity, power and authority to enter into and perform this Agreement and that this Agreement constitutes valid and binding obligations on it in accordance with its terms.

2. Term

- 2.1 Unless terminated early under the provisions of Clause 10, this Agreement shall continue for the Term.
- 2.2 Where so stated in Part A, the parties shall meet between the dates so specified to discuss, in good faith, an extension of the Term. The terms of any such extension shall be as agreed between the parties.

3. General Obligations

- 3.1 Unless specified otherwise, all costs incurred by the parties in respect of the performance of their obligations under this Agreement shall be borne by the party responsible for the performance thereof.
- 3.2 Each of the parties undertakes to the other to carry out its rights and obligations under this Agreement with all due care and attention.

4. The Recipient's Specific Obligations

- 4.1 The Recipient hereby agrees during the Term to fulfil the following specific obligations ("the Recipient's Obligations"):
 - 4.1.1 to implement and conduct the Programme fully in accordance with the provisions of Schedule 2 and Schedule 3, all applicable legislation (including, without limitation, health, safety and employment laws and regulation) and the UKA/IAAF/IPC Rules (as applicable);

- 4.1.2 without prejudice to the generality of Clause 4.1.1, to employ and provide administrative support for the implementation of Programme by an appropriate number of suitably qualified staff, including (without limitation) the Recipient Personnel set out in Part A;
- 4.1.3 to comply with any reasonable requests of EA in relation to crediting EA's funding of the Programme (and, without prejudice to the generality of the foregoing, to purchase, use and dispose of/transfer assets purchased wholly or partially with sums from the Funding strictly only in accordance with the instructions of EA); and
- 4.1.4 to comply fully with the reporting requirements set out in Schedule 4 ("the Reporting Requirements").

5. EA's Specific Obligations

- 5.1 Subject to the Recipient fulfilling the Recipient's Obligations under Clause 4, EA shall:
 - 5.1.1 pay to the Recipient the Funding in accordance with Schedule 1; and
 - 5.1.2 procure that the EA Support Officer will liaise with and provide reasonable support to the Recipient's Liaison Officer as reasonably requested by the Recipient's Liaison Officer from time to time, including scheduling the Review Meetings.

6. Financial Provisions

- 6.1 Payment of the Funding shall be subject to the Recipient fulfilling the Recipient's Obligations.
- 6.2 The Funding shall be used by EA strictly only towards the efficient financing of the costs of the Programme in accordance with the Programme Budget, as may be amended only with the prior written approval of EA. In the event of any mis-use, the mis-used Funding shall be returned to EA immediately on demand and (without prejudice to its rights under Clause 10) EA shall be entitled to suspend payment of any further Funding.
- 6.3 Without prejudice to its rights under Clause 10, EA shall be entitled to suspend payment of the Funding in the event that it becomes aware of any matter that it considers may amount to a breach of the terms of this Agreement by the Recipient until such date (if any) as EA (acting reasonably) is satisfied that no such breach has in fact arisen.
- 6.4 Without prejudice to its rights under Clause 10 and Clause 6.3, in the event that the Recipient fails to meet any one or more of the milestones set out in Schedule 3, EA may (at its sole discretion but acting reasonably) reduce the Funding for the remainder of the Term and/or require repayment of amounts of the Funding that have already been paid to the Recipient.
- 6.5 Without prejudice to its rights under Clause 10 and Clauses 6.3 and 6.4, EA may (with due notice to the Recipient) vary, suspend or terminate the Funding if any changes are made to EA's entitlement to receive and distribute funding or to the terms upon which EA receives and distributes such funds or if for any other reason EA no longer has sufficient resources required to fund the Funding.
- 6.6 The Recipient shall allow EA and any auditors of or other advisers to EA access to any records of the Recipient relating to the Programme and/or the Funding as may be reasonably required by EA in order to undertake verifications of the use of the Funding.
- 6.7 The Recipient acknowledges the obligations that EA has to EA's sponsors and funders and agrees not to enter into any agreement for sponsorship or funding of the Programme (whether specifically or as part of a general funding package) without the prior written consent of EA (such consent not to be unreasonably withheld or delayed).

7. Intellectual Property Rights and Public Announcements

- 7.1 Where EA grants to the Recipient the right to use the EA Brand and/or the Sponsor Brand in relation to the Programme under Part A (including in respect of requests by EA for the Recipient to credit EA's funding of the Programme):
 - 7.1.1 the Recipient shall submit for approval each of the Programme Materials not less than 21 days before the date on which such Programme Materials will first be communicated to the public (or such other period as may be agreed in advance in writing by EA); and

- 7.1.2 the Recipient shall obtain approval from the EA Support Officer prior to communication to the public or distribution of the Programme Materials, which approval shall not be unreasonably withheld or delayed.
- 7.2 Without prejudice to Clause 7.1, the Recipient shall not:
- 7.2.1 do any act, or make any use of any Brand of any Sponsor (including, without limitation, any Sponsor Brand) that, in EA's reasonable opinion, is prejudicial to the image of the Sponsor or Brand of the Sponsor;
 - 7.2.2 do any act, or make any use of any Brand of EA (including, without limitation, any EA Brand) that, in EA's reasonable opinion, is prejudicial to the image of EA or Brand of EA;
 - 7.2.3 register or attempt to register any Brand of EA or any Sponsor (including, without limitation, any Sponsor Brand and EA Brand) or any confusingly similar mark, logo or symbol as a trade mark in any country;
 - 7.2.4 use any Brand of EA or any Sponsor (including, without limitation, any Sponsor Brand and EA Brand) other than as set out in this Clause 7 and Schedule 5 or in any manner which is inconsistent with this Agreement; or
 - 7.2.5 use or transfer to any third party any Branded Item or other materials produced by or on behalf of EA or any Sponsor other than as set out in this Agreement or agreed in advance in writing by EA.
- 7.3 The Recipient acknowledges and agrees that all Intellectual Property Rights in any Brand of EA or any Sponsor (including, without limitation, any Sponsor Brand and EA Brand) shall remain the exclusive property of the EA or the Sponsor (as applicable).
- 7.4 The Recipient shall not grant any sponsorship rights in the Programme or permit any branding of the Programme events or promotional materials for such events without the prior written approval of EA.

8. Data Protection and Freedom of Information Obligations

- 8.1 The parties acknowledge that in the course of performing their respective obligations under this Agreement, certain personal data may be passed between them.
- 8.2 Each party:
- 8.2.1 warrants that all personal data passed to the other shall have been collected fully in compliance with the provisions of the Data Protection Act 1998 (and related legislation); and
 - 8.2.2 undertakes to the other to comply fully with the provisions of the Data Protection Act 1998 (and related legislation) in their processing of personal data passed to them by the other party and whenever reasonably requested by the other party, to provide written confirmation of the steps taken to do so.
- 8.3 The Recipient agrees that it shall promptly assist EA with all subject information requests which may be received from the data subjects of the personal data.

9. Insurance and Indemnity

- 9.1 The aggregate liability of EA in respect of any loss or damage suffered and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, shall not exceed the Funding.
- 9.2 Nothing in this Agreement is intended and nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for fraud.
- 9.3 The Recipient undertakes and agrees to indemnify and hold EA harmless from and against all and any actions, proceedings, claims, demands, costs, expenses (including without limitation reasonable legal costs, fees and expenses) liabilities, losses, awards and damages of any kind (other than indirect or consequential loss) suffered by EA arising by reason of a breach of this Agreement by or the negligent acts or omissions of the Recipient or its officers, employees or authorised representatives except where such claims, actions, losses,

damages, liabilities and expenses arise directly as a result of EA's own negligence or the negligence of its employees, workers, officers and/or authorised representatives.

10. Termination

10.1 EA may (but shall not be obliged to) terminate this Agreement with immediate effect on notice to the Recipient in the event that:

10.1.1 the Recipient commits a material breach of its obligations under this Agreement and shall not have remedied the same (if capable of remedy) within 14 days of being given notice in writing by EA specifying the breach and requiring its remedy;

10.1.2 the Recipient repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

10.1.3 the Recipient suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

10.1.4 the Recipient commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

10.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Recipient;

10.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Recipient;

10.1.7 a floating charge holder over the assets of the Recipient has become entitled to appoint or has appointed an administrative receiver;

10.1.8 a receiver is appointed over the assets of the Recipient;

10.1.9 a creditor or encumbrancer of the party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Recipient's assets and such attachment or process is not discharged within 14 days;

10.1.10 any event occurs, or proceeding is taken, with respect to the party if any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 10.1.3 to 10.1.9 (inclusive).

10.2 The Recipient undertakes to notify EA if there is a material change in the Recipient's financial circumstances that may affect the Recipient's ability to perform its obligations under this Agreement.

10.3 Termination or expiry of this Agreement by either party and for any reason shall be without prejudice to any rights or obligations existing or that may have accrued as at the date of such termination and the provisions of this Clause and Clauses 3.1, 3.2, 7, 9, 12 and 22 will remain in full force and effect notwithstanding any termination of this Agreement.

10.4 Upon termination of this Agreement, the Recipient undertakes to (unless agreed otherwise in advance in writing by EA):

10.4.1 return to EA all unspent Funding and refund to EA any Funding used in breach of the terms of this Agreement;

10.4.2 deliver to EA (or at EA's election (only) destroy) at the Recipient's own cost all materials containing Confidential Information of EA which are in the Recipient's possession or control;

10.4.3 deliver to EA (or at EA's election (only) destroy) all Branded Items in the possession of or under the control of the Recipient; and

10.4.4 co-operate fully with all reasonable requests made by EA.

11. Status of Agreement and Good Faith

- 11.1 For the avoidance of doubt, nothing in this Agreement shall:
- 11.1.1 constitute or be construed as constituting an agency, partnership or joint venture between the Recipient and EA or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party; or
 - 11.1.2 render any employee and/or contractor of one party an employee of the other party and the parties shall each remain solely liable for the salaries and expenses of their own employees and contractors and:
 - (a) each party hereby agrees to indemnify the other against any liability for any employment-related claim or any claim based on employee or worker status (including reasonable costs and expenses) brought by the employees and/or contractors of one party against the other party arising out of or in connection with this Agreement except where such claim is as a direct result of any act or omission of that second party; and
 - (b) the Recipient agrees to indemnify EA against any payments which EA may be obliged to make in respect of income tax and/or national insurance arising in respect of the employees and/or contractors of the Recipient.
- 11.2 The parties each undertake to the other not by themselves or their servants or agents to hold themselves out to any third party as representing the other party unless authorised to do so in advance in writing by the other party.
- 11.3 Each party shall at all times act in good faith towards the other and undertakes not to do anything that would or may bring the other into disrepute or damage its reputation.

12. Announcements and Confidentiality

- 12.1 No announcement in connection with the existence or terms of this Agreement (including but not limited to the amount of the Funding) shall be made or issued by or on behalf of either of the parties without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed).
- 12.2 Each party shall at all times use all reasonable endeavours to keep confidential all Confidential Information of the other party and shall not disclose any such Confidential Information except:-
- 12.2.1 to its employees and/or professional advisers to the extent necessary in relation to the performance of this Agreement or enforcement of its rights hereunder;
 - 12.2.2 with the written consent of the other party; and
 - 12.2.3 as may be required by law or a court of competent jurisdiction, but so that the party concerned shall wherever practicable, supply a copy of the required disclosure to the other party before it is disclosed and incorporate any amendments or additions reasonably required by the other.
- 12.3 Information is not Confidential Information if:-
- 12.3.1 it is or becomes public knowledge otherwise than as a result of the information being disclosed in breach of this Agreement;
 - 12.3.2 the other party obtains the information from a source not connected with the first party and that the source is not under any obligation of confidence in respect of the information;
 - 12.3.3 the information was known to the other party before the date of this Agreement and no obligation of confidence in respect of the information attached to it; or
 - 12.3.4 the parties agree in writing that it is not confidential.
- 12.4 Each party shall inform any employee or professional adviser acting in relation to the matters referred to in this Agreement, or to whom it provides Confidential Information, that such information is confidential and shall require them:-
- 12.4.1 to keep it confidential; and
 - 12.4.2 not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement).

12.5 The provisions of this Clause 12 shall survive termination of this Agreement.

13. Dispute Resolution

13.1 In the event that any dispute or difference arises between the parties to this Agreement, the subject matter of the dispute or difference shall first be dealt with by making a direction in writing to the first Dispute Representatives set out in Part A.

13.2 The parties agree not to commence Proceedings until the Dispute Representatives mechanism set out in Part A has been exhausted or (if later) the date 90 days after a dispute has been raised with the other party in accordance with Clause 13.1.

14. Assignment and Sub-contracting

14.1 Neither party shall be entitled to assign the benefit of any rights under this Agreement without the prior written consent of the other party.

14.2 EA (but not the Recipient) may delegate its obligations under this Agreement to a suitable third party.

15. Entire Agreement

15.1 This Agreement sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

15.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than as expressly set out in this Agreement or those documents. The only remedy available to a party for any breach of this Agreement shall be for breach of contract.

15.3 Nothing in this Clause operates to limit or exclude any liability for fraud.

16. Remedies and Variation

16.1 No omission to exercise or delay in exercising on the part of any party any right, power or remedy provided by law or under this Agreement shall constitute a waiver of such right, power or remedy or any other right, power or remedy or impair such right, power or remedy. No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise thereof or the exercise of any other right, power or remedy provided by law or under this Agreement.

16.2 The rights under this Agreement of any party and of any other person who has rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 are independent, cumulative and without prejudice to all other rights available to it whether as a matter of common law, statute, custom or otherwise.

16.3 Any waiver of any right, power or remedy under this Agreement must be in writing and may be given subject to any conditions which the grantor may think fit. Unless otherwise expressly stated, any waiver shall be effective only in the instance and only for the purpose for which it is given.

16.4 No variation of this Agreement shall be of any effect unless it is agreed in writing and executed by or on behalf of each party.

17. Costs

17.1 Each of the parties shall bear its own legal and other costs incurred in relation to the negotiation, preparation execution and performance of this Agreement and the other documents referred to in this Agreement.

18. Notices

18.1 Any notice to be given in connection with the matters contemplated by this Agreement shall, except where expressly provided otherwise, be in writing and shall either be delivered by hand (which shall include delivery by courier) or sent by first class pre-paid post or fax transmission.

18.2 Such notice shall be sent to the EA Support Officer or the Recipient Liaison Officer (as applicable) at the address or fax number set out in Part A or to such other address or fax number or marked for the attention of such other person as may have previously been communicated to the sending party in accordance with this Clause.

- 18.3 A notice so delivered or sent shall be deemed to have been served:-
- 18.3.1 if delivered by hand, at the time of delivery;
 - 18.3.2 if sent by first class pre-paid post, on the second business day after the day of posting; and
 - 18.3.3 if sent by fax, at the time of completion of transmission by the sender,
- but so that if a notice would otherwise be deemed to be delivered outside normal business hours (being 9.00 a.m. to 5.00 p.m. on a Business Day) it shall be deemed to have been delivered at 9.00 a.m. on the next Business Day.
- 18.4 In proving the service of the notice, it shall be sufficient to show that delivery by hand was made or that the envelope containing the notice was properly addressed and posted as a first class prepaid letter or that the fax was sent and a confirmatory transmission report received.

19. Counterparts

- 19.1 This Agreement may be executed in any number of counterparts and by the parties on different counterparts, but shall not be effective until each party has executed at least one counterpart.
- 19.2 Each counterpart, when executed, shall constitute an original of this Agreement but all the counterparts together shall together constitute one and the same instrument.

20. Invalidity

- 20.1 Each of the provisions of this Agreement is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement or, in any other jurisdiction, of that provision or any other provisions of this Agreement, shall not in any way be affected or impaired thereby.

21. Third Party Rights

- 21.1 Other than any applicable Sponsor:
- 21.1.1 no person who is not a party to this Agreement shall have any rights in respect of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999; and
 - 21.1.2 no right of any party to agree any amendment, variation, waiver or settlement under or arising from or in respect of this Agreement, or to terminate this Agreement, shall be subject to the consent of any person who has rights under this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

22. Governing Law and Jurisdiction

- 22.1 This Agreement shall be governed by and construed in all respects in accordance with English law.
- 22.2 Without prejudice to Clause 13, the parties irrevocably agree to submit to the exclusive jurisdiction of the English courts in relation to any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement ("**Proceedings**").
- 22.3 Each party irrevocably consents to any process in any Proceedings being served on it in accordance with the provisions of this Agreement relating to the service of notices but nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

Schedule 1
Funding

Total budgeted cost of the Program for Year 3	£48,500
Partnership funding	£13,500
Under Spend	£3,000
Run England grant	£7,000
EA funding request	£25,589

EA Funding to be made to the Recipient as follows	
15 th June 2011	£6398
15 th June 2011 – Run England	£3500
15 th August 2011	£6397
15 th November 2011	£6397
15 th February 2012	£6397
15 th February 2012 – Run England	£3500
Total Funding (inclusive of any VAT)	£32,589

Schedule two – funding breakdown (project plan)

Project		Delivery	Outcome	Lead	Targets			Cost		
I.e. What?		i.e. How?	i.e. Impact on club environment?	i.e. who?	1 How many will benefit from project (Total)? 2 How many will benefit within the club environment? 3 How many coaches will benefit from project?			1 EA Network request? 2 Partner funding? 3 Totals?		
					1	2	3	1	2	3
1.	Establish effective working groups of coaches across the disciplines who are led by motivated, experienced coaches. Ensure new coaches are linked into these groups and given mentoring and support. Identified lead coaches & C&CCo to host.	<p>Establish an effective coaching structure for each club and be able to offer support where required. Encourage working together and continue to offer development opportunities for coaches</p> <p>Coaches to meet four times per annum for each discipline on a formal and informal basis .</p> <p>Evaluate where coaching support is required.</p>	All clubs will have an improved formal structure of coaching from induction through to performance. If weaknesses are identified then coaching expertise can be provided linking in with the LCDP and flying coach opportunities	Coach leaders	2000	2000	150	500	1000	1500
2	Develop competition pathway from U11 through to seniors. This needs to include QuadKids, Sportshall and competition providers. The aim is to grow participation numbers in track and field and endurance events (especially cross country)	<p>More athletes from clubs taking part in competition would have two main benefits. One would be an increase in standards and creating a vibrant feel to competitions. The other would be to create financial security for clubs who have track and field athletes.</p> <p>Organise competitions at local track using QuadKids, Super 8 aimed at younger athletes.</p>	Develop a competition structure that allows junior athletes from all the clubs to develop without the fear factor that exists. This will give the athletes greater confidence in their ability and also give a true measurement of improvement	Network Co-ordinator/ Clubs	400	300	30	500	500	1000
3	Develop the network as self financing through partnerships with businesses, schools, further education, local authorities and competition providers.	<p>By maintaining the co-ordinator role all clubs will benefit through support in club and coach development.</p> <p>It would also mean that clubs could be involved in generating the income which finances the network. This would give greater ownership and encourage</p>	Ensure the clubs are involved and identify coaches that would be willing to be employed by Network. Look to offer a commercial service to organizations across	All clubs and their members	4000	2000	150	0	500	500

	We need to become more commercial in our approach in order to generate income and maintain a staffing structure relevant to income. Raise money through events where possible.	buy in. Evaluate status of Network as a social enterprise and look at ways to employ coaches on a temporary basis.	the athletic spectrum including companies, NHS and Sports development departments.							
4	Continue to work with Run England and clubs to establish a clear pathway from recreational running into club involvement. Utilize 3:2:1 and other initiatives to encourage new people to take up running as a sport. Try to offer a wider range of athletic events to newcomers (i.e. Cross country, sprints, jumps, throws and multi events.	Increased potential for club members and opportunities for talent identification. Increase in income from club membership. Greater talent pool for development Put on low level runs for beginners using varying distances, terrains which encourage a measure of improvement as well as achievement.	Clubs can have a steady stream of new recruits from the beginner groups. This would mean that the beginner runners have a pathway to improvement accessing the coaching expertise in the Network	Network Co-ordinator/ Run England Co-ordinators	500	50	10	1500	500	2000
5	Encourage volunteer recruitment using various organizations including local authorities, colleges, and NGBs. Train and mentor these volunteers as coaches, officials and club administrators. Link with 2012 database of volunteers if possible.	Bring in new blood into clubs to replace existing ageing workforce. Ensure the new volunteers are integrated into clubs and linked well with existing workforce. Utilise the volunteer subgroup to assist each club in recruiting and retaining volunteers. Use EA toolkit and local organisations to assist. Use media to advertise need for new recruitment opportunities in clubs.	Increased volunteer workforce in every club will make the running of that club so much easier as well as allow increased memberships, improving coaching standards and greater stability.	Volunteer co-ordinators	2000	2000	50	1000	500	1500
6	Continue to employ full time club and coach co-ordinator and seek effective funding to cover this post in subsequent years	Maintain impetus of network and continue club and coach development across all clubs. Liaise with Schools, Higher Education, Local Authorities and other agencies. Co-ordinate coaching and officials courses locally. Organise seminars, coaching days, academies and competitions etc.	Maintain the employment status of the co-ordinator under present conditions	Network Chair	4000	2000	150	21000	6000	27000

7	Work within under privileged areas in Network catchment areas to encourage youngsters into athletics	Visit schools and youth groups. Hold mini school/youth group competitions. Liaise with teachers/youth leaders	Improve status and provide sense of purpose for children (and others) in these areas. Encourage participants into clubs	Network co-ordinator/Coaches	300 - 400	100	15	2000	1000	3000
8	Provide Quad Kids/Super 8 competition for local schools	Work with SSP's/schools to promote and stage short term/quick delivery team type competition. Set up and deliver within schools and introduce inter schools competition format.	Promote clubs at events, use Club Coaches to advise on techniques and training methods at these events.	Network Co-ordinator/Schools	500-700	100	20	1500	1500	3000
9	Work with disability athletes and suitable coaches to offer training and competition opportunities locally and regionally	Hold training sessions for wheelchair athletes. Encourage clubs to take disability athletes as members and find suitable coaches to work with those athletes and offer relevant training.	Offer a wider range of events to disabled athletes and incorporate into local competition structures	Network Co-ordinator/Coaches	100	50	8	500	500	1000

Schedule 3

Programme Requirements

1. Generic network requirements/criteria:
 - (a) Only clubs who affiliate all affiliated competing athletes to England Athletics can be a member of a McCain Athletics Network;
 - (b) A commitment to recruit and develop coaches in the network;
 - (c) A commitment to support the improvement of the quality of clubs through the recruitment and development of volunteers and officials;
 - (d) A commitment to work in partnership where clubs meet regularly and share best practice;
 - (e) Clubs' volunteers must 'own' and 'drive' the network (i.e. clubs representatives and not paid staff or wider partners must lead the network);
 - (f) A commitment to work with wider partners;
 - (g) That all clubs (with juniors section) must achieve clubmark by April 2012.

2. The Recipient shall ensure that the Programme covers the following core areas:
 - (a) **Coach Development:** To provide a coordinated approach to the development of coaches within the clubs in the Programme Area focusing on the mentoring, training audits and evaluation of coaching and coaches at all levels. To focus on providing structured and coordinated training plans for clubs in the Programme Area, ensuring appropriate induction level coaching for young people in clubs, in the respective Programme area. Clubs in the Programme Area will also be required to support EA in respect of hosting EA Coaching events, courses and the like, becoming a centre for the delivery of such programmes.
 - (b) **Club Development:** To identify and to provide support required to help clubs achieve Clubmark through regular meetings and other forms of communication. To support clubs in the network to become more efficient and self sustaining through the development of appropriate systems and structures, fundraising initiatives and the clubs' contributions towards local general sports development and facility improvement.
 - (c) **Increase in Participation:** For clubs in the Programme Area to commit to actively recruiting new members and supporting the roll out of 'Run In England'.

3. Without prejudice to the general obligations under Section 1, the Recipient shall ensure that the Programme also fulfils the following specific requirements and milestones:

Requirements:

 - (a) All monies released by England Athletics must only be spent on the eligible items applied for.
 - (b) Any funding found to be spent on items not on the eligible items list, will mean all funding for the original item could be reclaimed by England Athletics.
 - (c) Applications will be assessed by England Athletics Networks panel. Applications may be approved in part only.
 - (d) Any promotional materials associated with the funded item(s) will be required to display the England Athletics Logo and McCain's Network logo and credit part funding to England Athletics; in addition the network will make all possible effort to also promote England Athletics National partners in the scheme:
 - a. Sport England; and
 - b. UKA;
 - (e) The requirements set out in the Development Plan in Schedule two to this agreement;

4. Networks must **endeavour** to support England Athletics by promoting or delivering where possible:
 - (a) The implementation the induction level programmes for young people – delivering the principals of Athletics 365;
 - (b) The adoption of innovation competition formats for young people working with Sportshall and Quadkids (particularly at ages 9-15);

- (c) Supporting the National EA Awards & Hall Of Fame Programme through nominations and advocacy;
- (d) Supporting the McCain Athletics Roadshow programme;
- (e) Commitment to support the Run In England programme;
- (f) Commitment to promote and market England Athletics Coach Development days including conferences, master classes and programmes;
- (g) Network must share best practice in ways of working with England Athletics and attend national club/network conference;
- (h) Such requirement as EA may notify to the recipient from time to time to comply with EA's obligation under its funding and or sponsorship agreements;
- (i) The Recipient shall ensure that all Recipient Personnel and such other Recipient staff as EA may reasonably require attend EA organised training and development opportunities offered to them to enhance the quality of their work.

5. Network will provide quarterly network reports as detailed below:

Performance Indicator		Date for completion
(i)	Quarter 1	31 st July 2011
(ii)	Quarter 2	31 st October 2011
(iii)	Quarter 3	31 st January 2012
(iv)	Quarter 4	30 th April 2012

6. The Recipient shall report to the EA Support Officer within 10 working days with details of any complaint, incident or problem relating to the Programme.

ONLINE

McCain Athletics Networks



Reporting Template

SECTION 1: Network Details	
Reporting Period	
Name of Athletics Networks	
Number of clubs involved/benefitting from the work of the Network.	
Name of Network Chair/primary volunteer contact	
Email address for chair/primary volunteer contact	
Name of Network coordinator/activator (if applicable)	
Email address of Network coordinator/activator (if applicable)	
Please confirm role of person completing this form	
* If you answered 'NOT Coordinator or Chair' in Q8 please give your name here	
* If you answered 'NOT Coordinator or Chair' in Q8 please give your role within the Network here	
* If you answered 'NOT Coordinator or Chair' in Q8 please give your email address here	

SECTION 2: Coaching	
What have you delivered in the quarter you are reporting on in regards to the 'COACHING Objective'. E.g. Do you have a strategic coaching sub-group? Do you have a mentoring/buddying scheme? Do you have coaching delivery forums/workshops for specific event groups or disciplines?	
Over the life of the Network what impact has the work of the Network in relation to COACHING had upon the clubs? E.g. Does each club have a lead coach/coaching coordinator? Have the clubs within the Network implemented/update their coaching structure? Has there been a perceived improvement in the standard of coaching within the clubs? Have the clubs been able to recruit more coaches or retain coaches for longer as a result of the Network?	

SECTION 3: Club Structures

<p>What have you delivered in the quarter you are reporting on in regards to the 'CLUB STRUCTURES Objectives'. E.g. Do you have a Strategic Club sub-group (or similar)? Do you have a separate Volunteer Coordinator sub-group (or similar)? Have you run sessions/workshops on Clubmark? Have you run sessions/workshops on Community links? Have you run sessions/workshops on Whole Club Development? Have you run sessions/workshops on Club Structures? Are recruiting and developing Club Volunteers?</p>		
<p>Over the life of the Network what impact has the work of the Network in relation to CLUB STRUCTURES had upon the clubs? E.g. Do clubs have: - a volunteer coordinator? - Clubmark? - Development and/or Business plans? - Clearly articulated vision? Have clubs updated or implemented induction processes for athletes and/or volunteers?</p>		
<p>What percentage of clubs with juniors are using/have access to ATHLETICS 365 resources?</p>	<input type="radio"/> 0 (none) <input type="radio"/> Less than 25% <input type="radio"/> 25% to 50%	<input type="radio"/> 50% to 75% <input type="radio"/> More than 75% <input type="radio"/> 100% (All clubs with juniors)
<p>What percentage of clubs with juniors are using/have access to QUADKIDS competition (outside of the school environment)?</p>	<input type="radio"/> 0 (none) <input type="radio"/> Less than 25% <input type="radio"/> 25% to 50%	<input type="radio"/> 50% to 75% <input type="radio"/> More than 75% <input type="radio"/> 100% (All clubs with juniors)
<p>What percentage of clubs with juniors are using/have access to SPORTSHALL competition (outside of the school environment)?</p>	<input type="radio"/> 0 (none) <input type="radio"/> Less than 25% <input type="radio"/> 25% to 50%	<input type="radio"/> 50% to 75% <input type="radio"/> More than 75% <input type="radio"/> 100% (All clubs with juniors)
<p>What percentage of clubs with juniors have a SCHOOL-CLUB link?</p>	<input type="radio"/> 0 (none) <input type="radio"/> Less than 25% <input type="radio"/> 25% to 50%	<input type="radio"/> 50% to 75% <input type="radio"/> More than 75% <input type="radio"/> 100% (All clubs with juniors)
<p>What percentage of clubs with juniors have ACCREDITED CLUB STATUS (Clubmark)? (It is a condition of funding that all clubs in the Network with juniors must be</p>	<input type="radio"/> 0 (none) <input type="radio"/> Less than 25%	<input type="radio"/> 50% to 75% <input type="radio"/> More than 75%

accredited by 2012)



25% to 50%



100% (All clubs with juniors)

SECTION 4: Club Sharing

What have you delivered in the quarter you are reporting on in regards to the 'CLUB SHARING' Objectives.

E.g. Has the Network got a sustainable structure that allows regular cross-club communication? Is this done through one central Network level meeting or through multiple sub-groups/focus groups in more specialised areas?

SECTION 5: Wider Partnerships

What have you delivered in the quarter you are reporting on in regards to the 'WIDER PARTNERSHIPS' Objectives?

E.g. What relationship/partnership do you have with the following organisations or bodies:

- County Sports Partnerships or local authorities
- School Sports Partnerships (PDMs, SSCOs, Competition Managers, Schools and teachers)
- Further Education (Colleges) or higher education (universities)
- Run in England
- QuadKids and/or Sportshall
- Others (specify - for example Trusts, sponsors, facility providers, Primary Care Trusts, businesses, other sporting clubs, press and media)

What form does this relationship take:

- written/verbal agreements
- representation at meetings/on committees
- informal communication
- other (please specify)

SECTION 6: Growing and Sustaining Participation, and developing athlete performance (Excel)

What has been delivered in the period you are reporting on with respect to GROWING participation?

E.g. Has the Network as a whole or as individual clubs implemented the Run in England initiative, School-Club links, Star Track projects in the community, development of after-school/satellite 'clubs' or other initiatives targeted at specific sectors of the community or events (e.g. recruiting around a road race)?

<p>Tell us about any increased numbers, whether in club membership or involvement in satellite groups or events (e.g. after-school or Run in England groups), to support your quarterly report.</p>	
<p>The number of weekly RIE groups that take place by the clubs within the network or coordinated directly by network?</p>	
<p>What has been delivered in the period you are reporting on with respect to SUSTAINING participation? E.g. Development of club volunteers or coaches? Implementation of Athletics 365? Improved induction processes? Improved communication at club level? Greater dialogue with athletes on their needs? Increased diversity of events (training and competition) undertaken by those under the age of 17 (less narrow specialisation)? More social events/interaction?</p>	
<p>What has been delivered in the period you are reporting on with respect to DEVELOPING ATHLETE PERFORMANCE (Excel)? E.g. Implementation of more appropriate local level competition (including Sportshall, QuadKids, Super8)? Utilisation of Athletics 365 resource? Regular support and development of athletes' coaches? Tell us about any trends or improvements in Power of 10 to support your quarterly report.</p>	
<p>What is your estimate of the number of people from OUTSIDE of your clubs' membership (new to the sport) who are benefiting from your Network for this reporting period? E.g. after-school clubs, School-Club link, Run in England, Star Track, or any other out-reach project. (Please give answer in numerals)</p>	
<p>What is your estimate of the number of ATHLETES from within your clubs' membership who are benefiting from your Network for this reporting period? (Please answer in numerals)</p>	
<p>What is your estimate of the number of COACHES across your clubs' who are benefiting from your Network for this reporting period? (Please answer in numerals)</p>	
SECTION 7: Sustainability and Financial Reporting	
<p>For period you are reporting on what has the Network implemented or developed to ensure the Network and Clubs become sustainable? E.g. fundraising, sponsorship, increased membership revenue, increased revenue from competition provision, rationalisation</p>	

to reduce costs (travel, competition, venue hire, etc), income from provision of services/activities/goods, or other non-sporting/social revenue streams.

With regards to the England Athletics funding contributed to the Network (funded from Sport England, McCain and affiliation/registration revenue) is your spending consistent with your profiled spend agreed within your Network plan.

Please identify any variations.

SECTION 8A: Coach Education

Here we will ask you to forecast your demand for coach education courses over the coming 12 months so that England Athletics can work to ensure the appropriate courses are available wherever possible.

There are two planning periods and two delivery periods in each coach education delivery Year (1st April-31st March)

SUMMER PROGRAMME: PLANNING PERIOD NOVEMBER TO MID-JANUARY/ DELIVERY PERIOD 1ST APRIL – 30TH SEPTEMBER

WINTER PROGRAMME: PLANNING PERIOD MAY TO MID-JULY/ DELIVERY PERIOD 1ST OCTOBER – 31ST MARCH

If you are submitting information for the Summer delivery period, please complete the information below as part of the **July-September report** 31st October deadline

If you are submitting information for the Winter delivery period, please complete the information below as part of the **January – March report** 30th April deadline.

IF YOU ARE SUBMITTING A JANUARY OR JULY REPORT, THEN PLEASE ENTER '0' IN EACH BOX.

Please indicate the number of places your network has identified for each of the following courses Please note we have limited ability to adjust availability for this period but will endeavour to do so where possible.

Please give your answer in numerals. If you do not require any courses please write "0" in the relevant box.

Athletics Leader

Leadership in Running Fitness

Coaching Assistant

Athletics Coach

Running Coach

Children's Coach

SECTION 8B: Coach Education

Closed Course Request

You can request a closed course if you have a large number of candidates looking to undertake an award at any one time. Closed courses will not be advertised on the England Athletics Website. You can also suggest dates and venues for the course to ensure that it fits your local need identified through your local coach audits.

All terms and conditions are available on request from your area Coach Education Coordinator.

To request a closed course you must have the following number of candidates confirmed:

- Athletics Leader: 8-24
- Leadership in Running Fitness: 12-24
- Coaching Assistant: 12-18
- Athletics Coach/Running Coach/Children's Coach: 12-16

By requesting a closed course please be aware that there are no guarantees that it will be possible

to deliver the requested course and that you are confirming that you agree to the England Athletics Closed Course Terms and Conditions.

Please outline your request for the following Closed Courses. Your Education Co-ordinator will then be in touch with you to find out more information on the course you require and then can consider the feasibility of running a course in your McCain Athletics Network area.

If you do not require any closed courses please click next at the bottom of this page to complete your reporting.

England Athletics will endeavour to provide courses required whether closed or open for your Network in line with identified need.

**Athletics Leader - Closed Course
Please state number of candidates
you are requesting a closed course for**

**Leadership in Running Fitness -
Closed Course
Please state number of candidates
you are requesting a closed course for**

**Coaching Assistant - Closed Course
Please state number of candidates
you are requesting a closed course for**

**Athletics Coach/Running
Coach/Children's Coach- Closed
Course
Please state:
- Whether it is Athletics, Running or
Children's Coach course you require
- Number of candidates you are
requesting a closed course for**

Next Steps

Please submit online at www.englandathletics.org/man-reporting

Deadline	Period
31st July	1 st April – 30 th June
31st October	1 st July – 30 th Sept
31st January	1 st Oct – 31 Dec
30th April	1 Jan – 31 st March

Should you have any queries with any of this reporting document, please speak to your assigned area Club & Coach Support Officer

Schedule 4
Brands
Section 1 - EA Brands



Section 2 - Sponsor Brands (McCain)



Section 3 – Sponsor Brand (Sport England)



Section 4 – Network brand



