**Community Grant Offer - Grant Agreement Details and Schedules**

This Agreement is dated 2021

PARTIES

(1) Allerdale Borough Council whose principal address is at Allerdale House, Workington, Cumbria CA14 3YJ (Funder).

(2) [NAME OF RECIPIENT], [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (Recipient)

This Agreement is constructed of these Grant Agreement Details and Schedules and the annexed Conditions of Grant. All Agreed Terms and Definitions set out in the Conditions of Funding shall apply to the Grant Agreement Details and Schedules.

**Schedule 1 – The Project**

**Commencement Date**: <TBC>

**Grant Period**: the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT]

**Grant**: the sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.

**Funder Project Manager**: <TBC>

<Project Details, outcomes, delivery aims, targets etc, purpose of grant>

**Schedule 2 – Payment Details**

A sum of £<total> will be paid to < Recipient> in accordance with the Grant Agreement Details, the Schedules and the Conditions of Grant [within 28 days of receipt of an invoice from the Recipient].

[The Funder acknowledges that the Recipient may be in receipt of additional funding to complete the Project. The Recipient hereby agrees to disclose this information in writing prior to the receipt of the Grant].

<Recipient> accepts Allerdale Borough Council’s offer of funding being these Grant Agreement Details and Schedules and the Conditions of Grant:

Signed by <Recipient>:

…………………………………………

Signed by the Authorised Signatory of Allerdale Borough Council:

………………………………………...

Executed by witnessed signature

Witness name (Block Capitals):

Witness signature:

Address:

Occupation:

Conditions of Funding

Background

1. The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
2. This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
3. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

# Definitions

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

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

Commencement Date**:** as per Schedule 1.

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

Grant**:** as per Schedule 1.

Grant Period**:** as per Schedule 1

Prohibited Act**:** means:

### offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:

#### doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

### committing any offence:

#### under the Bribery Act;

#### under legislation creating offences in respect of fraudulent acts; or

#### at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or

### defrauding or attempting to defraud or conspiring to defraud the Funder.

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

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

# Purpose of Grant

## The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

## The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement. Additional funding can be obtained but must be disclosed to the Funder prior to the Grant being paid.

# Payment of Grant

## Subject to clause 10, the Funder shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

## The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

## The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

# Use of Grant

## The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 2.

## The Recipient shall not use the Grant to:

### make any payment to members of its Governing Body;

### purchase buildings or land; or

### pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

## The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period, unless this has been approved in writing by the Funder.

## Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use as agreed between the parties in writing.

## Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

# Accounts and records

## The Recipient shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

## The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following the end of the Grant Period or at the time this Agreement is terminated in accordance with the terms of this Agreement, whichever is sooner. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

## The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

# Monitoring and reporting

## The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

## The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

## The Recipient shall allow any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

## The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed in 6 weeks from the end of the Grant Period or at the time this Agreement is terminated in accordance with the terms of this Agreement, whichever is sooner.

# Acknowledgment and publicity

## The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.

## The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project.

## The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.

## The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

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

# Freedom of information

## The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (**EIRs**).

## The Recipient shall:

### provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;

### transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;

### provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

### not respond directly to a request for information unless authorised in writing to do so by the Funder.

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

# Data protection

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the EU Data Protection Directive (Directive 95/46/EC) and the Data Protection Act 2018 or any data protection laws which are in force or enacted after the date of this Agreement (Data Protection Laws) and both Parties will duly observe all their obligations under the Data Protection Laws, which arise in connection with the Agreement .

# Withholding, suspending and repayment of Grant

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

### the Recipient uses the Grant for purposes other than those for which they have been awarded;

### the delivery of the Project does not start within 2 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

### the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;

### the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

### the Recipient fails to disclose details of any other funding from a third party for the Project prior to the payment of the Grant;

### the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

### the Recipient provides the Funder with any materially misleading or inaccurate information;

### the Recipient commits or committed a Prohibited Act during the Grant Period;

### any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;

### the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

### the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

### the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

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

# Anti-discrimination

## The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment. The Recipient shall take all reasonable steps to secure the observance of this clause 11.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

# Human rights

## The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998). The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

# Limitation of liability

## The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

## Subject to clause 13.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

# Warranties

The Recipient warrants, undertakes and agrees that:

### it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);

### it has not committed, nor shall it commit, any Prohibited Act;

### it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;

### it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

### (i) acknowledge that where it is a Regulated Activity Provider in accordance with the Safeguarding Vulnerable Groups Act 2006, the recipient will have ultimate responsibility for the management and control of the Regulated Activity.

### (ii) The Recipient shall ensure that individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service; monitor the level and validity of the checks under this clause for each member of staff and not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to the Recipient and the Project.

### (iii)The recipient undertakes that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged in the completion of the Project is barred from any Regulated Activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

### (iv)The Recipient shall immediately notify the Funder of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.

### (v) The Recipient shall refer information about any person carrying out the Project to the DBS where it removes permission for such person to carry out the Project (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

### all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

### it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

# Insurance

The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

# Duration

## Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the first anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

## Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

# Termination

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

# Assignment

The Recipient may not, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

# Waiver

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

# Notices

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

# Dispute resolution

## In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

# No partnership or agency

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

# Joint and several liability

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

# Contracts (Rights of Third Parties) Act 1999

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

# Governing law

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.