

This is a Grant Funding Agreement for the following grant scheme/project:

This **Funding Agreement** is made on:

The **Reference Number** is:

The **Total Grant Awarded** is:

This Grant Funding Agreement is made between:

West Lindsey District Council

Guildhall, Marshall's Yard, Gainsborough, Lincolnshire, DN21 2NA
("the **Council**")

and the following person(s) and/or organisation(s):

("the **Grantee**")

Whereas: The Council has agreed to provide a grant to the Grantee towards the cost of providing the services and/or activities in line with the specification and conditions set out in Appendix A to this Agreement ("the Project").

1. Commencement and Duration

1.1 This Agreement shall take effect on:
(the "Commencement Date")

and shall (subject to any extension of it agreed between the Parties or the earlier termination pursuant to Clause 24) expire at midnight on:

2. Definitions and References

2.1 Definitions

“Agreement”	Means this agreement between the Council and the Grantee and includes the appendices/schedules hereto and any other documents incorporated by reference herein including: <ul style="list-style-type: none"> • The application form and/or expression of interest form • The grantee’s acceptance of this grant agreement • The terms and conditions of this grant scheme • Any subsequent agreed variations
“Bribery Act”	Means 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.
“Equality Legislation”	Means the Equality Act 2010 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws.
“Equality and Diversity Policy”	Means an equality and diversity policy which sets out an organisation’s aims and obligations in respect of equality in both employment and in service delivery.
“FOIA”	Means the Freedom of Information Act 2000.
“Force Majeure”	Any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventive action by the Party concerned including without limitation, war, national emergency, flood or, earthquake. It does not include action by the Grantee’s staff or by anyone supplying services or delivering goods to the Grantee
“Fraud”	Means any offence under law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud the Council.
“Grant”	Means the sum of money which the Council shall pay to the Grantee subject to this Agreement.
“Improper Conduct”	Any action that may reasonably be considered to be to the detriment of the Project – either by positive action or by omission. Such action shall include but is not limited to: <ul style="list-style-type: none"> • Abuse • Fraud and theft • Conspiracy with officer or officers of the Council to defraud or disadvantage the Council or any member of the public • Financial malpractice
“Intellectual Property Rights”	Patents, inventions, trademarks, service marks, logos, design rights (whether registered or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registered or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“Legislation”	All legislation, statutes, regulations, bye-laws or governmental directions and orders, and any statutory or professional guidance or codes of practice, in force at the time of this Agreement and the duration thereof including any agreed extension relating to the Service.
“Losses”	Any liabilities, damages, costs, charges, expenses, losses, claims, demands or proceedings.
“Party”	Means a party to this Agreement.
“Prohibited Act”	Means any of the following acts: <p>(a) To directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) Induce that person to perform improperly a relevant function or activity; or (ii) Reward that person for improper performance of a relevant function or activity <p>(b) To directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p>

	(c) Committing any offence: (i) Under the Bribery Act; (ii) Under legislation creating offences concerning fraudulent acts; (iii) At common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (iv) Defrauding, attempting to defraud or conspiring to defraud the Council.
“Staff”	Any person employed or engaged by the Grantee on or in connection with the Project, whether paid or unpaid, including any persons hired through an employment agency.
“Working Day”	Means all days except for Saturdays, Sundays and Public Holidays.

2.2 The interpretation and construction of this Agreement shall be subject to the following provisions:

2.2.1 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

2.2.2 Headings are included in this Agreement for the ease of reference only and shall not affect the interpretation or construction of this Agreement;

2.2.3 Words importing the singular meaning include where the context so admits the plural meaning and vice versa; and

2.2.4 Words importing the masculine include the feminine and the neuter.

3. The Grant

3.1 The Council hereby agrees, in consideration of the Grantee agreeing to use the Grant towards the Project on the conditions of grant set out in this Agreement (including **Appendix A**), to pay the Grant to the Grantee.

3.2 The Grant is paid for, and only for, the purpose of contributing towards the cost of the Project and the Grantee shall not use the Grant for any other purpose.

3.3 The Grantee shall not transfer the Grant or any part of the Grant monies paid to the Grantee by the Council to any party or entity including any entity which forms part of the Grantee’s organisation or is in any way affiliated with the Grantee without the prior written consent of the Council.

3.4 The Grantee shall not use the Grant to pay for any spending commitments made before the date of this Agreement.

3.5 The Grantee shall immediately notify the Council of any offer of funding received for the Project from any other party.

4. The Project

4.1 The Grantee shall start the Project on the date agreed with the Council. In the event that the Grantee is unable to start with the Project on the date agreed, the Grantee shall forthwith write to the Council giving reasons for the delay and request an extension.

- 4.2 The Grantee shall make satisfactory progress with the Project in accordance with the agreed specification as set out **Appendix A**. The Grantee shall without any delay inform the Council of any instance where there is a change in the Project which is unlikely to meet the terms of the specification. If such change is materially different the Grantee shall explain the reasons for this to the Council and immediately provide an action plan to bring the Project back in line with the specification set out in **Appendix A**.

5. Payment of Grant

- 5.1 The Council shall pay the Grant in accordance with **Appendix B – Payment Schedule**. The grant shall be paid by bank transfer (BACS) into a bank account or building society account in the Grantee's name which requires the signatures of at least two authorised people for every withdrawal. The Council shall only be liable to make payment of the Grant as long as funds are available and shall not be liable to make any further or additional payment to the Grantee.
- 5.2 The Council shall not be liable to the Grantee for any losses or costs whatsoever (including but not limited to bank charges) if the Council does not make Grant payments on the agreed date.
- 5.3 The Council shall have the right to revise and adjust the Grant payable under this Agreement at any time provided that should the Grant be decreased the Council shall give the Grantee 3 months' notice prior to the date of implementation of any such decrease.
- 5.4 If the Council is not satisfied that the Grantee has met all the terms of this Agreement or if the Council requires any additional information or documents the Council may request the Grantee to provide any such additional information and/or documents and may suspend payment of the Grant until the Council considers that the terms of the Agreement are met or until the Council receives the information and/or documents requested.
- 5.5 The Council may suspend payment of the Grant if the Council wishes to investigate any matters concerning the Grant (or any other Grants the Council has awarded to the Grantee). The Grantee understands and accepts that the Council shall have no liability for any consequences, whether direct or indirect, that results from a suspension even if the investigation finds no cause for concern.

6. VAT

- 6.1 The Council gives the Grant to the Grantee subject to this Agreement but not in exchange for the performance of services and/or the supply of goods nor otherwise with the expectation of return from the Grantee and/or any third party. In the event that, notwithstanding the intention stated at this clause **6.1**, Her Majesty's Customs and Revenue ('HMRC') determine that VAT is chargeable upon the Grant:
- a) the Grantee shall supply the Council with a proper VAT invoice; and,
 - b) the Council shall additionally pay to the Grantee any VAT properly chargeable upon the Grant.
- 6.2 The Grant is not intended to be applied towards recoverable VAT and the Grantee shall notify the Council immediately if any irrecoverable VAT paid towards the Project with the Grant becomes recoverable. This VAT shall then be reclaimed by the Council.

- 6.3 The Grantee shall keep proper and up to date records relating to VAT and the Grantee shall make such records available for the Council to inspect and shall provide the Council with any copies when requested.

7. Staff employed in respect of the Project

- 7.1 The Grantee shall ensure that any Staff engaged or employed for the Project shall be competent, suitably qualified or suitably trained and experienced for the proper delivery of the Project.
- 7.2 Where the Project requires unsupervised access to vulnerable adults and/or children, the Grantee shall ensure that no Staff commences their duties in connection with the Project until the Grantee has evidence that an acceptable Disclosure Certificate has been issued by the Disclosure & Barring Service (DBS), the Certificate to be of the appropriate category, "Standard" or "Enhanced" and the Grantee shall ensure that a review of all DBS Clearances is performed every 24 months.
- 7.3 The Grantee shall notify all Staff about the Council's obligations under the terms of this Agreement and about any applicable Legislation.
- 7.4 The Grantee shall have procedures for dealing with allegations of abuse against members of Staff and volunteers and if the Council is not satisfied with any of these procedures, the Grantee shall amend and/or change the procedures as directed by the Council.
- 7.5 Upon receipt of a complaint against a member of the Grantee's Staff, the Council may, to the extent reasonably necessary to protect the standards and reputation of the Council, in consultation with the Grantee, request that the Grantee investigates the complaint and provides the Council with all requested information in relation to this investigation, in accordance with the Grantee's own internal policy and procedures and good practice.
- 7.6 Any Improper Conduct or Prohibited Act on the part of the Grantee or its Staff shall be considered to be a breach of this Agreement and may result in the immediate suspension or termination of the Agreement.
- 7.7 In the event of industrial disputes or action by any Staff, it remains the Grantee's responsibility to meet the requirements of this Agreement. The Grantee shall inform the Council immediately of impending or actual Industrial Disputes or action, which may affect the Grantee's ability to deliver the Project and of the Grantee's contingency plans for dealing with such disputes or action.

8. Health and Safety

- 8.1 The Grantee shall take all necessary steps to secure the health and safety of its Staff and any visitor to the Project and shall at all times comply with Legislation relating to health and safety.

9. Environmental Issues

- 9.1 In all matters connected with the Project, the Grantee shall implement and maintain throughout the term of the Agreement including any extension thereof, systems designed to ensure good environmental practice including compliance with any relevant British Standards or European equivalents. In complying with its obligations under this clause, the Grantee shall have regard to any relevant environmental policies of the Council.

10. Equality and Diversity

- 10.1** The Grantee shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age or any other grounds prohibited by statute in terms of employment and service delivery. The Grantee and its Staff shall comply with all relevant Equality Legislation including but not limited to the Equality Act 2010.
- 10.2** The Grantee shall take all reasonable steps to secure the observance of clause **10.1** by all Staff.
- 10.3** The Grantee shall have in place throughout the duration of this Agreement an Equality and Diversity Policy in relation to the Grantee's obligations under clause **10.1**. In establishing and implementing such a policy, the Grantee shall have regard to the terms of the Council's own equal opportunities policy.

11. Safeguarding Children and Vulnerable Adults

- 11.1** The Grantee shall make the necessary arrangements to ensure that it and its Staff comply with all Legislation relevant to the duty to safeguard and promote the welfare of vulnerable adults and children in the delivery of all aspects of the Project including but not limited to the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012), the Health and Social Care Act 2008, Section 11 of the Children Act 2004 and The Mental Health Act 2007.
- 11.2** To fulfil the commitment to safeguard and promote the welfare of children and vulnerable adults, the Grantee shall have:
- Clear priorities for safeguarding and promoting the welfare of children and vulnerable adults explicitly stated in strategic policy documents;
 - A clear commitment by senior management to the importance of safeguarding and promoting children's and vulnerable adult's welfare;
 - A clear line of accountability within the organisation for work on safeguarding and promoting the welfare of children and vulnerable adults;
 - Recruitment and human resources procedures that take account of the need to safeguard and promote the welfare of children and vulnerable adults;
 - Procedures for dealing with allegations of abuse against members of staff and volunteers;
 - Arrangements to ensure all Staff undertake appropriate training and refresher training to enable them to carry out their responsibilities effectively;
 - Policies for safeguarding and promoting the welfare of children and vulnerable adults and procedures that are in accordance with guidance and locally agreed inter-agency procedures;
 - Arrangements to work effectively with other organisations to safeguard and promote the welfare of children and vulnerable adults including sharing of information;
 - A culture of listening to and engaging in dialogue with children and vulnerable adults;
 - Appropriate whistle-blowing procedures

12. Intellectual Property

- 12.1** The Contractor grants to the Council a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Contractor owned or developed prior to the commencement of this Agreement and/or during the term of this Agreement and which the Council reasonably requires in order to exercise its rights and take the benefit of this Agreement.
- 12.2** The Council shall have the right to reproduce any information supplied by the Grantee to the Council for any purpose as the Council sees fit without any right of a claim by the Grantee in respect of copyright.
- 12.3** Any sum received by the Grantee from any invention, copyright or moral rights in respect of the Project shall either be paid to the Council or the Grantee shall obtain prior written consent from the Council for any commercial exploitation.
- 12.4** The Grantee shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Project grants to the Council a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Council an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Council to sub-licence, transfer, novate or assign to other Contracting Authorities or to any other third party
- 12.5** The Grantee shall not infringe any Intellectual Property Rights of any third party in delivery of the Project and performance of its obligations under this Agreement and the Grantee shall, during and after the term of this Agreement and any extension thereof, indemnify and keep indemnified and hold the Council harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause.
- 12.6** The Council shall notify the Grantee in writing of any claim or demand brought against the Council for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Grantee.
- 12.7** The Grantee shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Grantee, provided always that the Grantee:
- (a) Shall consult the Council on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) Shall take due and proper account of the interests of the Council; and
 - (c) Shall not settle or compromise any claim without the Council's prior written consent (not to be unreasonably withheld or delayed).
- 12.8** The Council shall at the request of the Grantee afford to the Grantee all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Council or the Grantee by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Grantee's obligations

under this Agreement and the Grantee shall indemnify the Council for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

12.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Agreement or in the reasonable opinion of the Grantee is likely to be made, the Grantee shall notify the Council and, at its own expense and subject to the consent of the Council (not to be unreasonably withheld or delayed), use its best endeavours to:

- a) Take such steps as shall be necessary so as to avoid the infringement or the alleged infringement of the Intellectual Property Rights; or
- b) Procure a licence in favour of the Council to use the Intellectual Property, which are the subject of the alleged infringement, on terms which are acceptable to the Council

and in the event that the Grantee is unable to comply with clauses **12.10(a)** or **(b)** within [20] Working Days of receipt of the Grantee's notification the Council may terminate this Agreement with immediate effect by notice in writing.

13. Prevention of Bribery and Corruption

The Grantee:

13.1 Shall not, and shall procure that all its Staff shall not, in connection with this Agreement commit a Prohibited Act;

13.2 Warrant, represent and undertake that the Grantee is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

13.3 The Grantee shall:

- a) If requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- b) Within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Council in writing (such certification to be signed by one of the Grantee's officers) compliance with this clause **13** by the Grantee and all persons associated with the Grantee or other persons in connection with this Agreement. The Grantee shall provide such supporting evidence of compliance as the Council may reasonably request.

13.4 The Grantee shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent the Grantee or any of its Staff from committing a prohibited act and shall enforce it where appropriate.

13.5 If any breach of clause **13** is suspected or known, the Grantee shall notify the Council immediately.

- 13.6** If the Grantee notifies the Council that the Grantee suspects or knows that there may be a breach of clause 13, the Grantee must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for 6 years following the expiry or termination of this Agreement.
- 13.7** The Council may terminate this Agreement by written notice with immediate effect if the Grantee or the Staff (in all cases whether or not acting with the Grantee's knowledge) breach clause 13.
- 13.8** Any notice of termination under clause 13.7 must specify:
- The nature of the Prohibited Act;
 - The identity of the party whom the Council believes has committed the Prohibited Act; and
 - The date on which this Agreement shall terminate.
- 13.9** Any dispute relating to:
- The interpretation of clause 13; or
 - The amount or value of any gift, consideration or commission, shall be determined by the Council and the Council's decision shall be final and conclusive.
- 13.10** Any termination under clause 13.7 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.
- 13.11** The Grantee shall not offer or give, or agree to give, to the Council or any other public body or any person employed by or on behalf of the Council or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other agreement with the Council or any other public body, or for showing or refraining from showing favor or disfavor to any person in relation to this Agreement or any such agreement.
- 13.12** The Grantee warrants that it has not paid commission or agreed to pay commission to the Council or any other public body or any person employed by or on behalf of the Council or any other public body in connection with this Agreement.
- 13.13** If the Grantee, its Staff or anyone acting on the Grantee's behalf, engages in conduct prohibited by clauses 13.11 or 13.12, the Council may:
- Terminate this Agreement and recover from the Grantee the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council; or
 - Recover in full from the Grantee any other loss sustained by the Council in consequence of any breach of those clauses.

14. Prevention of Fraud

- 14.1 The Grantee shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by the Grantee (including its shareholders, members, directors) and its Staff in connection with the receipt of monies from the Council.
- 14.2 The Grantee shall notify us immediately if the Grantee has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 14.3 If the Grantee or any of its Staff commits Fraud in relation to this or any other agreement with the Council, the Council may:
- a) Terminate this Agreement and recover from the Grantee the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by us of making other arrangements and any additional expenditure incurred by the Council; or
 - b) Recover in full from the Grantee any other loss sustained by the Council in consequence of any breach of this clause.

15. Indemnity

- 15.1 The Grantee agrees to indemnify and keep indemnified the Council from and against all Losses suffered by the Council including, but without limitation, Losses arising in respect of any death or personal injury or in respect of damage to property), caused by or arising out of:
- 15.1.1 Any default,
 - 15.1.2 Any negligent act or negligent omission;
 - 15.1.3 Any breach of this Agreement by the Grantee or any of its Staff.
- 15.2 The Grantee agrees to indemnify and keep indemnified the Council against any loss whatsoever it incurs in the case of any findings under, but not limited to, any Equality Legislation including the Equality Act 2010.
- 15.3 Neither Party excludes or limits liability to the other Party for:
- 15.3.1 Death or personal injury caused by its negligence; or
 - 15.3.2 Fraud; or
 - 15.3.3 Fraudulent misrepresentation.
- 15.4 The Council shall have no liability to the Grantee or any other party whatsoever in respect of any Losses suffered or liabilities incurred by the Grantee in respect of the Project and/or the delivery thereof.

16. Insurance

16.1 Without prejudice to the Council's rights under this Agreement, the Grantee shall in respect of the performance of its obligations under this Agreement effect and maintain any insurance as may be required by law for the delivery of the project.

16.1.1 Public liability insurance to a minimum:

16.1.2 Employer's liability insurance to a minimum:

16.1.3 Professional indemnity insurance to a minimum:

16.2 The Council shall be entitled to inspect the Grantee's policies of insurance and request copies of confirmation of renewal.

17. Human Rights

17.1 The Grantee shall take all reasonable steps to ensure that the systems and procedures that it adopts in the delivery of the Project comply with the provisions of the Human Rights Act 1998 and the European Convention on Human Rights.

18. Confidentiality and Information

18.1 Confidentiality

18.1.1 The Parties may provide each other certain confidential information in connection with the Grantee's delivery of the Project.

18.1.2 Subject to clause 18.2, confidentiality of records and information generated under, or relating to, the Project under this Agreement shall be maintained by the Grantee and its Staff. The Grantee and its Staff shall ensure that all information given in relation to this Agreement shall not be shared with any other individual unless that person can demonstrate a need to know arising from their professional involvement with the Project and written consent shall be obtained from the individual concerned, if possible, or their representative.

18.2 Freedom of Information

18.2.1 The Grantee acknowledges that the Council is subject to the FOIA and the Environmental Information Regulations and that the Council may receive requests for information relating to the Project and/or the Fund and/or the Agreement that fall within the ambit of the FOIA (an "FOI Request"). The Grantee shall assist and cooperate with the Council to enable the Council to comply with its information disclosure obligations.

18.2.2 The Grantee acknowledges that the Council may be acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA ("the Code") be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Grantee or the Project in certain circumstances:

a) without consulting the Grantee; or

b) following consultation with the Grantee and having taken your views into account

provided always that where **18.2.2(a)** applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Grantee advanced notice, or failing that, to draw the disclosure to the Grantee's attention after any such disclosure.

18.2.3 As soon as reasonably practicable and in any event no later than 2 Working Days before the date required by the FOIA for any disclosure of the information, the Council shall inform the Grantee in writing whether or not it considers that it is legally required to disclose the information and a summary of its reasons for its decision. The Council shall have no liability for the disclosure of any information pursuant to the FOIA.

18.3 Data Protection

18.3.1 The Grantee shall be registered under the Data Protection Act 1988 ("DPA") and shall observe all its obligations under the DPA that arise in connection with the Project.

18.3.2 The Grantee shall bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of personal data (as that term is defined in the DPA) and accidental loss or destruction of, or damage to, personal data including but not limited to taking reasonable steps to ensure the reliability of Staff having access to the personal data.

18.3.3 The Grantee shall indemnify and keep indemnified the Council from all Losses incurred by it in respect of any breach of this clause by the Grantee or any of its Staff.

19. Press and Publicity

19.1 The Grantee shall use the logo of the Council, to acknowledge the support of the Council, in any published documents that refer to the Project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the Project.

19.2 Subject to the provisions contained in clause 19.1 above, the Grantee may carry out any forms of publicity and marketing to promote the award of the Grant as it sees fit. The Council may assist with the publicity, marketing, and press or media related activities if reasonably requested by the Grantee.

19.3 The Grantee shall consent to any publicity about the Grant and the Project as the Council may from time to time require.

19.4 The Grantee agrees that details of the Project may be broadcast on television, in newspapers and through other media.

20. Variation/Change/Amendment

20.1 No amendment shall be made to this Agreement except with the written agreement of both Parties.

20.2 The Grantee shall obtain the Council's written agreement before effecting or implementing any change to the Project or to its aims, structure, delivery, duration or ownership.

- 20.3** The Council shall have the right to impose new and/or supplemental and/or additional terms and conditions on the Grant if:
- 20.3.1** The Grantee is in breach of this Agreement
 - 20.3.2** The Council withdraws any part of the funding for the Project
 - 20.3.3** The Council judges that any members of the Grantee including volunteers or staff or any person or organisation closely involved in carrying out the Project act in a way that may have a detrimental effect on it or the reputation of the Council
 - 20.3.4** The Council believes such conditions are necessary or desirable to make sure that the Project is delivered as set out in **Appendix A** or following agreed changes or for any reason whatsoever provided that the Council shall act reasonably in determining such conditions
 - 20.3.5** Any of the events referred to in clause **24.1**
- 20.4** The Grantee shall not be entitled to make any of the following changes without the written consent of the Council:
- 20.4.1** Changing the constitutional document concerning the Grantee aims
 - 20.4.2** Sharing out the Grantee's assets (whether the Grantee is dissolved or not)
 - 20.4.3** Transferring assets to, or merging or amalgamating with, any other body, including a company set up by the Grantee
- 20.5** No provision contained in clause **20.4** shall in any way affect any of the Council's rights under this Agreement

21. Monitoring

- 21.1** The Grantee shall monitor the progress of the Project and complete regular reports as the Council requires.
- 21.2** The Grantee shall provide the Council with all information and reports that it may reasonably request at any time relating to Project, the Grantee and its activities and such other information as the Council may require from time to time. The Council shall be entitled to use this information to monitor the Project and evaluate the Grant.
- 21.3** The Grantee shall inform the Council immediately if there is to be any variation to or decrease in the Project outcomes.
- 21.4** The Grantee shall allow nominated representatives of the Council reasonable access to such financial and other related information as would allow the Council to ascertain the financial status of the Grantee and its continuing ability to deliver the Project and fulfil its obligations under this Agreement.
- 21.5** Nominated representatives of the Grantee shall be allowed access at any reasonable time for monitoring purposes to the premises of the Grantee or any other premises where the Project is delivered under the terms of this Agreement.
- 21.6** Formal performance review meetings may be held quarterly between nominated officers of the Council and the Grantee.

- 21.7** The Grantee shall inform the Council about any changes to information provided by the Grantee and shall at all times ensure that all the information held by the Council is timely and accurate.

22. Record Keeping

- 22.1** The Grantee shall keep full and proper records in relation to the performance of its obligations under this Agreement and provide the Council with any information regarding such records as may be reasonably requested in writing by the Council and/or its internal or external auditors within [7] days of such request, having regard to the Council's duties and responsibilities as a public authority.
- 22.2** The Grantee shall maintain such information set out in clause **22.1** for at least [six] years from the date of the claim submitted to the Council to which such documents relate.

23. Annual Report and Accounts

- 23.1** The Grantee shall keep proper and up to date accounts and records, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the Grant has been used. The Grantee shall make these financial records available for inspection by the Council and provide the Council with copies thereof within a reasonable period when requested therefore.
- 23.2** The Grantee shall acknowledge the Grant in the Grantee's annual reports, accounts and records covering the period of the Project.
- 23.3** The Grantee shall show the Grant and related expenditure as a restricted fund in the Grantee's annual accounts or any other financial records. If the Grantee has more than one restricted fund, the Grantee shall include a note to the accounts identifying each restricted fund separately. If the Grantee has more than one Grant from the Council, the Grantee shall record each Grant separately in the notes to the accounts or records. The Grantee shall identify unspent funds and assets in respect of the Grant separately in the Grantee accounting/financial records. A member of the Grantee's management will sign the accounts/financial records.

24. Termination

- 24.1** The Council may either withhold payment or demand repayment of all or part of the Grant and terminate the Agreement in any of the following circumstances:
- 24.1.1** The Grantee fails to meet any of these terms and conditions or the terms and conditions attached to any other Grants from the Council
- 24.1.2** The Grantee completed the application form dishonestly or significantly incorrectly or misleadingly
- 24.1.3** The Grantee or any other person or organisation working for or on behalf of the Grantee provided the Council with any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement

- 24.1.4** If at any time while the Agreement is in force, in the opinion of the Council acting reasonably, any event occurs in relation to the project or to the Grantee which is likely to have a materially adverse effect on the Council and/or the Council's reputation as a custodian and distributor of publicly generated funds and/or as a Government sponsored body
- 24.1.5** The Grantee, being an individual, or where the Grantee is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or
- 24.1.6** The Grantee, being a company, passes a resolution, or the court makes an order that the Grantee or its parent company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Grantee or its parent company, or circumstances arise which entitle the court or a creditor to appoint a receiver, manager or administrator or which entitle the court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Grantee or its parent company is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction
- 24.1.7** If the Grantee or any person on its behalf shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the Project or any other project with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Project or any other project with the Council or if like acts shall have been done by any person employed by the Grantee or acting on its behalf (whether with or without the knowledge of the Grantee) or if in relation to any contract with the Council the Grantee or any person employed by the Grantee or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under section 117 (2) and (3) of the Local Government Act 1972.
- 24.1.8** Reasonably believes that any of the events mentioned in clause **22.1.5** or **22.1.6** is about to occur and notifies the Council of this
- 24.1.9** The Grantee or any of its volunteers or staff or its holding company or any other organisation affiliated with the grantee act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to the Grantee's detriment or to the detriment of the project or to the detriment of the Council's reputation
- 24.1.10** The Grantee, its employees or volunteers or its holding company or any other organisation affiliated with the Grantee are subject to an investigation or formal enquiry by the police, charity commission, HM Revenue and Customs or other regulatory body

- 24.1.11** The Grantee receives duplicate funding from any other source for the same or any part of the Project
- 24.1.12** The Grantee does not take positive steps to ensure equal opportunities in its own employment practices and the delivery of the Project
- 24.1.13** There is a significant change of purpose, ownership or structure or otherwise, so that the Council judges that the Grant is unlikely to fulfil the purpose for which the Council made it
- 24.1.14** At any stage during the period of this Agreement the Grantee does not let the Council have information that would affect the Council's decision to award, continue or withdraw all or part of the Grant; and/or
- 24.1.15** The Grantee is or becomes legally ineligible to hold the Grant
- 24.2** The Council may terminate this Agreement even though the Grantee is not in default by giving 3 months written notice, or such lesser period of notice as may be agreed between the Parties.
- 24.3** Termination of this Agreement shall have no effect on the liability of either Party concerning the payment of any sums or the meeting of other liabilities arising under this Agreement prior to the date upon which termination takes effect.
- 24.4** The Council may terminate this Agreement without notice if the Grantee:
 - 24.4.1** Is in material breach of its obligations under this Agreement and in the case of any such breach being capable of remedy fails to rectify the breach within 14 days of receipt of notification in writing;
 - 24.4.2** Persistently fails, after a reasonable period of notice has been given, to meet its obligations under the terms of this Agreement;
- 24.5** If the Agreement is terminated in accordance with clause **24**, the Council shall be entitled to:
 - 24.5.1** Demand repayment of Grant to the Grantee and which has not been expended in the delivery of the Project. Any such monies shall be payable by the Grantee to the Council as a debt
 - 24.5.2** Not be liable to make any further payments to the Grantee
 - 24.5.3** Exercise a lien over any materials and other goods belonging to the Grantee for any sum due to the Council from the Grantee
 - 24.5.4** For the purposes of recovering any monies due to the Council for any loss or damage arising from the termination of this Agreement (such loss or damage to include the Council' officers' time spent on such termination), to deduct any sums owing to the Council from any monies due to the Grantee under any other agreement or to recover any such monies as a debt
- 24.6** The rights of the Council under clause **24** are in addition to and without prejudice to any other rights and remedies the Council may have arising from the termination.

25. Assignment

- 25.1** The Grantee shall not assign the whole or any part of this Agreement without the prior written consent of the Council.
- 25.2** The Grantor shall be entitled to assign or otherwise transfer the whole Agreement or any part of it.

26. Force Majeure

- 26.1** Neither Party shall be liable to the other in any manner whatsoever for any failure or delay in performing its obligations under this Agreement arising due to Force Majeure.
- 26.2** The Grantee shall notify the Council immediately if for any reason of Force Majeure, it is temporarily unable to meet its obligations under this Agreement. On receipt of such notification, the Council may at their discretion assist the Grantee where reasonably possible to ensure the continuity of the Project.

27. Notification by Grantee

- 27.1** The Grantee shall immediately notify the Council if any legal claims are made or threatened against it during the period of the Grant, including any claims made against its holding company or any other organisation affiliated with the Grantee.
- 27.2** The Grantee shall immediately notify the Council of any investigation concerning the Grantee, its trustees, directors, employees or volunteers or any other organisation affiliated with the Grantee carried out by the Police, Charity Commission, HM Revenue and Customs or any other regulatory body.

28. Contracts (Rights of Third Parties) Act 1999

- 28.1** The Provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded and shall not apply to this Agreement.

29. Notices

- 29.1** Any notice to be served on either Party by the other under this Agreement shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of this Agreement, or by facsimile transmission and, provided the relevant communication is not returned undelivered, shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours when sent by facsimile transmission.
- 29.2** Each of the Parties shall give notice to the other of the change or acquisition of any address or telephone, fax or email, at the earliest possible opportunity but in any event, within 48 hours of such change or acquisition.

30. Agency

- 30.1** The Grantee shall not be, or be deemed to be, the agent of the Council and shall not hold itself out as having any authority or power to bind the Council in any way.

31. Waiver

- 31.1** The failure by either Party to enforce at any time or for any period one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

32. Severance

- 32.1** If any provision of this Agreement is declared by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this Agreement and shall be of no force and effect, and this Agreement shall remain in full force and effect as if such provision had not originally been contained in it. In the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable provision in the place of the provision so deleted.

33. Entire Agreement

- 33.1** This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. This Agreement supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this Clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.
- 33.2** Each of the Parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Agreement. The only remedy available to either Party for any such statements, representation, warranty or understanding shall be for breach of agreement under the terms of the Agreement.

34. Dispute Resolution

- 34.1** The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute. Any dispute shall in the first instance be referred to the Agreement Managers of each Party for resolution. If the dispute cannot be resolved by the Agreement Managers of the Parties within ten (10) Working Days after the dispute has been referred to the Agreement Managers, either Party may give notice to the other Party in writing (Dispute Notice) that a dispute has arisen and within five (5) Working Days of the date of the Dispute Notice each Party shall refer the dispute to the Customer's Representative and the Supplier's Representative for resolution.
- 34.2** Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 34.3** If the dispute cannot be resolved by the Parties' Representatives pursuant to Clause 12.1 within ten (10) Working Days of the Dispute Notice the Parties shall refer it to mediation pursuant to the procedure set out in Clause 12.5.

- 34.4** The obligations of the Parties under this Agreement shall not cease, or be suspended or delayed by reference of a dispute to mediation and the Supplier shall comply fully with the requirements of this Agreement at all times.
- 34.5** The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within five (5) Working Days from the date of the proposal to appoint a Mediator or within five (5) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution or other mediation provider to appoint a Mediator.
 - (b) The Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution or other mediation provider to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - (e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties.
 - (f) If the Parties fail to reach agreement in the structured negotiations within twenty (20) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

35 Applicable Law

- 35.1** This Agreement shall be governed, interpreted and enforced according to the law of England and Wales.

APPENDIX A

Project Specification

This Appendix details the purpose of the grant and what the money is intended to be used for. Any additional conditions attached to accepting this grant are also listed here.

1. Purpose of grant:

[Empty box for Purpose of grant]

2. Additional conditions of this grant funding agreement:

[Empty box for Additional conditions of this grant funding agreement]

EXAMPLE

APPENDIX B

Payment Schedule

This Appendix details the payment schedule that will be used to pay the grant to your organisation including the amounts to be paid and the dates on which they will be paid.

1. Conditions of payment: (e.g. submitting invoices or receipts to claim funds)

EXAMPLE

2. Payment arrangements: (e.g. dates and amounts of payments)

EXAMPLE

APPENDIX C

Monitoring & Evaluation Plan

This Appendix details how any on-going monitoring of the project will take place along with any final or end of project evaluation work that will be required.

1. Project Monitoring Requirements: (e.g. monitoring meetings)

EXAMPLE

2. Project Evaluation Requirements: (e.g. end of project report or evaluation)

EXAMPLE

APPENDIX D

Acceptance Form

PLEASE NOTE: It is your organisations responsibility to ensure you can fully meet conditions associated with accepting a grant in accordance with this Funding Agreement.

1.1	Name of Organisation:	
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1.2	Organisation Bank Details		
	Name of Bank:		
	Branch Location:		
	Account Name:		
	Account Number:		Sort Code:
	Roll Number (<i>Building Societies</i>)		

1.3	The Parties hereto have executed this Agreement on the date first above
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Signed on behalf of your Organisation (the Grantee)			
Director/Authorised Signatory 1:		Director/Authorised Signatory 2:	
Print Full Name:		Print Full Name:	
Position/Title:		Position/Title:	
Signature:		Signature:	

Signed on behalf of West Lindsey District Council (the Council)			
Authorised Officer Name:		Position/Title:	
Signature:			

EXAMPLE

