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Department  
for Work &  
Pensions

# **KICKSTART SCHEME GRANT FUNDING AGREEMENT TERMS AND CONDITIONS FOR EMPLOYERS**

**NOVEMBER 2021**

## TABLE OF CONTENTS

1. INTRODUCTION .....	3
2. DEFINITIONS AND INTERPRETATION.....	3
3. DURATION AND PURPOSE OF THE GRANT .....	4
4. PAYMENT OF GRANT.....	5
5. ELIGIBLE AND INELIGIBLE EXPENDITURE.....	6
6. GRANT REVIEW .....	8
7. MONITORING AND REPORTING.....	8
8. AUDITING AND ASSURANCE.....	9
9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, FRAUD AND OTHER IRREGULARITY .....	9
10. CONFLICTS OF INTEREST.....	10
11. CONFIDENTIALITY.....	10
12. TRANSPARENCY .....	11
13. STATUTORY DUTIES.....	11
14. DATA PROTECTION.....	12
15. INTELLECTUAL PROPERTY RIGHTS .....	13
16. INSURANCE .....	13
17. ASSIGNMENT.....	14
18. LOSSES, GIFTS AND SPECIAL PAYMENTS.....	14
19. PUBLICITY.....	14
20. EVALUATION.....	15
21. CHANGES TO DWP'S REQUIREMENTS .....	15
22. CLAWBACK, EVENTS OF DEFAULT AND TERMINATION.....	15
23. DISPUTE RESOLUTION.....	18
24. LIMITATION OF LIABILITY .....	19
25. VAT .....	19
26. CODE OF CONDUCT FOR GRANT RECIPIENTS .....	19
27. NOTICES .....	19
28. GOVERNING LAW .....	20
ANNEX 1 – DEFINITIONS.....	21
ANNEX 2 – THE FUNDED ACTIVITIES .....	26
ANNEX 3 – PAYMENT SCHEDULE.....	29
ANNEX 4 – AGREED OUTPUTS .....	32
ANNEX 5 - PROOF OF CONCEPT .....	32

## 1. INTRODUCTION

- 1.1. DWP has created the Kickstart Scheme which allows employers and gateways to bid for grant funding to create new employment opportunities for the public benefit based on eligibility criteria specified by DWP (**Kickstart Scheme**). The Grant Recipient was successful in that process and DWP has awarded it a grant to support the Grant Recipient in providing employment for 16-24 year olds claiming Universal Credit and referred by DWP.
- 1.2. This Grant Agreement sets out the terms and conditions which apply to the Grant Recipient receiving the Grant from DWP. DWP and the Grant Recipient have agreed that DWP will provide the Grant up to the Maximum Sum per Participant as long as the Grant Recipient uses the Grant in accordance with this Grant Agreement and otherwise complies with its terms.
- 1.3. DWP makes the Grant to the Grant Recipient on the basis of the Grant Recipient's grant application for the Kickstart Scheme.
- 1.4. The Parties confirm that it is their intention to be legally bound by this Grant Agreement. The Parties further acknowledge and agree that the Grant is not being allocated by DWP as consideration for the provision of services to DWP.
- 1.5. 16 – 29 year olds claiming Universal Credit, who are registered to Job Centres in areas as determined by the DWP will be eligible to participate in the Kickstart Scheme where referred by the DWP. Further detail is provided in Annex 5. Details of the Jobcentre(s) may be updated by the DWP at its discretion.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Grant Agreement, unless the context otherwise requires, capitalised terms have the meanings given in Annex 1 (Definitions) or the Grant Offer Letter.
- 2.2. In this Grant Agreement, unless the context otherwise requires:
  - (1) the singular includes the plural and vice versa;
  - (2) reference to a gender includes the other gender and the neuter;
  - (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - (5) any reference which immediately before IP completion day (as defined in the European Union (Withdrawal) Act 2018 (**EUWA**)) was a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (**EU References**) which forms part of domestic law by application of section 3 of the EUWA shall be read on and after IP completion day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the EUWA as modified by domestic law from time to time;
  - (6) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

- (7) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (8) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under this Grant Agreement;
- (9) references to “clauses” are, unless otherwise provided, references to the clauses of these Conditions; and
- (10) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Grant Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. Annex 5 to the Conditions
- 2.3.2. the Grant Offer Letter
- 2.3.3. the main body of the Conditions;
- 2.3.4. the Annexes to the Conditions; and
- 2.3.5. any other documents incorporated by reference in, or developed in accordance with, this Grant Agreement.

### **3. DURATION AND PURPOSE OF THE GRANT**

- 3.1. This Grant Agreement will start on the Commencement Date and continue for the duration of the Funding Period unless terminated earlier in accordance with its terms.
- 3.2. The Grant funding is being provided to help the Grant Recipient create new employment opportunities, for the public benefit, for young people at risk of long-term unemployment.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient must not, without the prior written consent of DWP, make any changes to the Funded Activities.
- 3.4. The provision of the Grant is subject to the proper discharge of DWP’s duties, and the exercise of its discretions, as a Crown Body.
- 3.5. DWP may at its entire discretion vary the Grant and the terms and conditions of this Grant Agreement (including increasing or decreasing the Grant, removing Funded Activities from the Grant or changing the payment schedule) for any reason. Any variation made under this clause 3.5 will not take effect until notified by DWP to the Grant Recipient in writing.
- 3.6. The Grant Recipient must not, without the prior written consent of DWP, exceed the maximum number of employment opportunities to be funded as stated in the Grant Offer Letter and varied from time to time in accordance with this Grant Agreement.
- 3.7. The Grant Recipient will ensure that none of the jobs advertised or funded under this Grant Agreement are also part of another Kickstart Scheme grant agreement or application. The Grant Recipient acknowledges and agrees that DWP may choose not to provide any Grant funding for any job that it

considers to be part of another Kickstart Scheme grant agreement or application and that the maximum number of employment opportunities to be funded under this Grant Agreement may be reduced accordingly.

- 3.8. A Participant may not commence a Kickstart Scheme job after 31 March 2022. If any Participant commences any job after 31 March 2022, they shall not be classed as a Participant under this Grant Agreement and no payment will be due to the Grant Recipient under this Grant Agreement with respect to that individual.

#### **4. PAYMENT OF GRANT**

- 4.1. Subject to the other terms of this Grant Agreement, DWP shall pay the Grant Recipient an amount not exceeding the Maximum Sum per Participant. The actual amount of the Grant to be paid to the Grant Recipient will be determined by the Eligible Expenditure incurred by the Grant Recipient during the Funding Period.
- 4.2. The Grant is a contribution only. The Grant Recipient is responsible for sourcing or providing the resources required for the Funded Activities. The Maximum Sum per Participant will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.3. DWP will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. DWP will not make any Grant payment until it is satisfied that the Grant Recipient has paid for and delivered the Funded Activities or provided sufficient assurance that the Grant will be used for Eligible Expenditure only.
- 4.4. The Grant Recipient may request payment of the first Grant instalment once the Participant has commenced their employment with the Grant Recipient (see note 5 of Annex 3 for more detail on what this means). The Grant Recipient must not request payment of the first Grant instalment before the Participant has commenced employment with the Grant Recipient. The Grant Recipient will provide any information or documentation prescribed by DWP from time to time to evidence that the Participant has started and continues in work with the Grant Recipient as part of the Kickstart Scheme. Payment of the first Grant instalment will be made following receipt by DWP of a request for payment and confirmation to DWP's satisfaction that the Participant has started employment with the Grant Recipient.
- 4.5. Following the first Grant instalment, DWP will provide subsequent instalments of the Grant in accordance with the payment schedule in Annex 3.
- 4.6. Without prejudice to DWP's other rights, DWP may at any time suspend payment of the Grant and/or terminate this Grant Agreement by written notice to the Grant Recipient in circumstances where DWP is for any reason unable or not permitted to provide the funds.
- 4.7. DWP will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of the Grant howsoever arising.
- 4.8. The Grant Recipient will provide DWP with any evidence requested by DWP of the costs/payments classified as Eligible Expenditure in clause 5.2.
- 4.9. The Grant Recipient agrees that:
- 4.9.1. it will not apply for or obtain Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant; and

- 4.9.2. DWP may exercise its rights under clause 22.3 and/or refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities.
- 4.10. The Grant Recipient shall promptly notify and repay immediately to DWP any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where the Grant Recipient is paid in error before it has complied with its obligations under this Grant Agreement. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by DWP, the sum may be recoverable as a debt.
- 4.11. The Grant Recipient will be the sole recipient of the Grant. The Grant Recipient shall be responsible for managing the Grant as between itself and any Third Parties involved in performing the Funded Activities. This includes securing the re-payment of the Grant if requested by DWP in accordance with this Grant Agreement.
- 4.12. As explained in section 4.3 of the Grant Offer Letter, Participants must work under the day-to-day direction and control of the Grant Recipient and not a Third Party, unless otherwise agreed by DWP in writing. If any Participant does work for a Third Party, then the Grant Recipient must ensure that Third Party complies with the terms and conditions of this Grant Agreement as if it was the Grant Recipient.
- 4.13. Wherever under this Grant Agreement any sum of money is recoverable from or payable by the Grant Recipient, DWP may unilaterally deduct that sum from any sum then due, or which at any later time may become due, to the Grant Recipient under this Grant Agreement or under any other agreement or contract with DWP.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1. DWP will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities.
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- 5.2.1. set up costs for IT equipment and software licences, administration and management time and support with helping Participants develop work skills and experience (employability support);
  - 5.2.2. any uniform, equipment and Personal Protective Equipment as required; and
  - 5.2.3. payment of the relevant National Minimum Wage (or the National Living Wage depending on the age of the Participant) for 25 hours a week of work for six months by each Participant, plus the associated employer National Insurance contributions and employer minimum automatic enrolment contributions.

'employability support' may include on-the-job training, work search support, skills development, mentoring, careers advice and other related support to help Participants find sustained employment after they have completed the Kickstart Scheme.

Eligible Expenditure also includes fees charged or to be charged to the Grant Recipient by external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes.

- 5.3. The Grant Recipient may make additional wage payments and pension contributions to the Participant above the amount described in clause 5.2.3. Any such additional payments are not supported by the Grant and are not Eligible Expenditure of the Grant funds.
- 5.4. The Grant Recipient must not use any Crown funding provided for a different purpose to fund Kickstart Scheme activities in conjunction with Kickstart Scheme Grant payments.
- 5.5. If the Grant Recipient is party to any contract for goods, works or services or any funding agreement (other than this Grant Agreement) with any Crown Body, whether national, local or devolved, the Grant Recipient must not use Kickstart Scheme Grant payments to replace or duplicate the funding provided by that Crown Body for the purpose of that contract or funding agreement.
- 5.6. While the Grant Recipient is in receipt of Grant funding for a Participant in connection with the Kickstart Scheme, the Grant Recipient must not claim or receive any other Crown funding for that Participant, including reimbursement of Statutory Sick Pay or payments under the Coronavirus Job Retention Scheme or Job Support Scheme.
- 5.7. DWP may, from time to time, issue further guidance to the Grant Recipient on what constitutes Eligible Expenditure.
- 5.8. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure (the list below does not override activities which are deemed eligible under clause 5.2 of these Conditions):
  - 5.8.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
  - 5.8.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
  - 5.8.3. using the Grant to petition for additional funding;
  - 5.8.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - 5.8.5. input VAT reclaimable by the Grant Recipient from HMRC;
  - 5.8.6. payments for activities of a political or exclusively religious nature; and
  - 5.8.7. payments reimbursed or to be reimbursed by other public or private sector grants.
- 5.9. Other examples of expenditure, which are prohibited, include the following (unless deemed to be eligible under clause 5.2 of these Conditions):
  - 5.9.1. contributions in kind;
  - 5.9.2. interest payments or service charge payments for finance leases;
  - 5.9.3. gifts;
  - 5.9.4. statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
  - 5.9.5. payments for works or activities which the Grant Recipient or any associated entity has a statutory duty to undertake or that are fully funded by other sources;
  - 5.9.6. bad debts to related parties;
  - 5.9.7. payments for unfair dismissal or other compensation;
  - 5.9.8. advertising, communications, consultancy or marketing spend;
  - 5.9.9. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
  - 5.9.10. the acquisition or improvement by the Grant Recipient of any land, buildings, plant, equipment or any other assets; and



5.9.11. liabilities incurred before the commencement of this Grant Agreement unless agreed in writing by DWP.

## **6. GRANT REVIEW**

- 6.1. DWP will review the Grant during the Funding Period. DWP will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 4.
- 6.2. Each review may result in DWP deciding that:
  - 6.2.1. the Funded Activities and this Grant Agreement should continue in line with existing plans;
  - 6.2.2. there should be an increase or decrease in the Grant and the number of Participants supported for the remainder of the Funding Period;
  - 6.2.3. the outputs should be re-defined and agreed;
  - 6.2.4. the Grant Recipient should carry out remedial activity to improve delivery of the Funded Activities;
  - 6.2.5. the Grant be terminated in accordance with clause 22 of these Conditions; and/or
  - 6.2.6. any other action deemed reasonable in the circumstances should be taken.
- 6.3. If the Grant Recipient is required to carry out remedial activity pursuant to clause 6.2.4, the Grant Recipient will submit a plan to DWP setting out the steps it proposes to take to rectify the areas identified by DWP and the timetable for taking those steps.
- 6.4. The Grant Recipient may make representations to DWP regarding DWP's decision under clause 6.2. DWP is not obliged to take such representations into account when making its decision as any such decision will be final and at DWP's absolute discretion.

## **7. MONITORING AND REPORTING**

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved. The Grant Recipient shall provide DWP with all reasonable assistance and co-operation to establish if the Grant Recipient has used the Grant in accordance with this Grant Agreement.
- 7.2. The Grant Recipient shall notify DWP as soon as possible if:
  - 7.2.1. a Participant ceases or will cease to be engaged by the Grant Recipient at any point during his or her six month Kickstart Scheme employment with the Grant Recipient; or
  - 7.2.2. any Participant is unable to carry out regular, meaningful work at any point during the six month Kickstart Scheme employment. This could be because the Grant Recipient is unable to provide work due to recommended or mandatory measures introduced by the Crown to prevent or delay the spread of Coronavirus, a change in circumstances for the Participant, special leave or for any other reason. DWP may then decide to take any action deemed reasonable in the circumstances, including extending the period of Grant funding and making changes to Grant payments with respect to that Participant.
- 7.3. The Grant Recipient will permit any person authorised by DWP reasonable access, with or without notice, to its employees, agents, premises and facilities for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under this Grant Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.

- 7.4. The Grant Recipient will notify DWP as soon as possible and in any event within two (2) Working Days of becoming aware of:
- 7.4.1. any actual or potential failure to comply with any of its obligations under this Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or
  - 7.4.2. any event which materially affects the continued accuracy of information contained in its Grant application.
- 7.5. The Grant Recipient acknowledges and agrees that any data it provided pursuant to an application for the Grant, or provides under this Grant Agreement, may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **8. AUDITING AND ASSURANCE**

- 8.1. DWP may request, and the Grant Recipient will provide, independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement, the Grant Recipient will provide, if reasonably requested by DWP (including where DWP suspects that the Grant has been misused), a report from an independent and appropriately qualified auditor certifying whether the Grant paid to the Grant Recipient was applied in accordance with this Grant Agreement.
- 8.2. DWP may, at any time during and up to six years after the end of this Grant Agreement, conduct audits and reviews of the delivery and performance of the Funded Activities and / or request additional information related to the Funded Activities or the performance of this Grant Agreement where DWP considers it necessary. The Grant Recipient agrees to grant DWP and its Representatives full access, as required, to all Funded Activities' sites, accounts and relevant records. DWP may take copies of such accounts and records.
- 8.3. If DWP reasonably requires further information, explanations and documents in order for DWP to establish that the Grant has been used properly in accordance with this Grant Agreement, the Grant Recipient will, within 5 Working Days of a request by DWP, provide DWP free of charge, with the requested information, explanations and documents.
- 8.4. The Grant Recipient shall keep accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including correspondence) relating to the Eligible Expenditure during the Funding Period and for a period of six years from the date on which the Funding Period ends.
- 8.5. Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file its annual return and accounts by the dates specified by Companies House.
- 8.6. Where the Grant Recipient is a registered charity, the Grant Recipient must file its charity annual return by the date specified by the Charity Commissioner or the Scottish Charity Regulator (as applicable).

## **9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, FRAUD AND OTHER IRREGULARITY**

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act.

- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls, to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant. The Grant Recipient must be able to demonstrate that its systems of financial and manpower control, management and organisation will enable the Grant Recipient to carry out the Funded Activities and meet the objectives of this Grant Agreement.
- 9.3. The Parties agree that each will have a zero tolerance approach towards financial irregularity that may lead to the misuse of the Grant and the Grant Recipient shall provide any assistance required by DWP to recover such funds.
- 9.4. In the event of any credible indication(s) that Grant funds may have been subject to financial irregularity, DWP may, at any time during the Funding Period and up to six years after it, arrange for additional investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by DWP or any of its duly authorised representatives (including Third Parties).
- 9.5. The Grant Recipient must notify DWP of all cases of fraud, theft or financial irregularity (whether proven or suspected) relating to the Funded Activities as soon as they are identified. The Grant Recipient shall explain to DWP what steps are being taken to investigate the irregularity, keep DWP informed about the progress of any such investigation and assist DWP in any investigations it initiates. DWP may request that the matter be referred (which the Grant Recipient is obliged to carry out) to external auditors or another Third Party as required.
- 9.6. DWP will have the right, at its absolute discretion, to insist that the Grant Recipient addresses any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity include what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.
- 9.7. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
- 9.8. For the purposes of this clause 9, "financial irregularity" includes potential or actual fraud, corruption, money-laundering or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in this Grant Agreement. The Grant Recipient may be required to provide statements and evidence to DWP or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

## **10. CONFLICTS OF INTEREST**

- 10.1. Neither the Grant Recipient nor any of its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of its / their obligations in relation to this Grant Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **11. CONFIDENTIALITY**

- 11.1. Except to the extent set out in this clause 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to DWP as confidential and shall not disclose any Confidential Information belonging to DWP to any other person without the prior written consent of DWP, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information (**Permitted**

**Recipients**). The Grant Recipient shall ensure that its Permitted Recipients are aware of and comply with the Grant Recipient's obligations as to confidentiality in this Grant Agreement.

- 11.2. The Grant Recipient shall not, and shall procure that its Permitted Recipients do not, use any of DWP's Confidential Information received otherwise than for the purposes of the provision of the Funded Activities.
- 11.3. The Grant Recipient gives its consent for DWP to publish this Grant Agreement in any medium in its entirety (but with any information which is Confidential Information of DWP or the Grant Recipient redacted), including from time to time agreed changes to this Grant Agreement.
- 11.4. Nothing in this clause 11 shall prevent DWP disclosing any Confidential Information obtained from the Grant Recipient:
  - 11.4.1. for the purpose of the examination and certification of DWP's accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DWP has used its resources;
  - 11.4.2. to any government department, consultant, contractor or other person engaged by DWP, provided that DWP only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
  - 11.4.3. where disclosure is required by Law, including under the Information Acts.
- 11.5. Nothing in this clause 11 shall prevent either Party from using any techniques, ideas or know-how gained under this Grant Agreement in the course of its normal business, to the extent that this does not result in an unauthorised disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

- 12.1. DWP and the Grant Recipient each acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of this Grant Agreement is not confidential.
- 12.2. The Grant Recipient agrees that DWP may share details of the Grant, including the name of the Grant Recipient's organisation, with the UK Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.

## **13. STATUTORY DUTIES**

- 13.1. The Grant Recipient shall carry out its obligations in accordance with all applicable Law, including all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise), employment law, the Information Acts and the HRA.
- 13.2. Where requested by DWP, the Grant Recipient will provide reasonable assistance and cooperation to enable DWP to comply with its information disclosure obligations under the Information Acts.
- 13.3. The Grant Recipient acknowledges that DWP, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and this Grant Agreement without consulting the Grant Recipient.

- 13.4. DWP will take reasonable steps to notify the Grant Recipient of a request for information that directly relates to the Grant Recipient's operations, to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in this Grant Agreement, DWP will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 13.5. The Grant Recipient will notify DWP of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff, officers or volunteers.

#### **14. DATA PROTECTION**

- 14.1. The Parties acknowledge that, for the purpose of Data Protection Legislation, the Grant Recipient is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Grant Recipient and DWP share any Personal Data for the purposes specified in clause 14.4, the Parties acknowledge that they are each separate independent Controllers in respect of such data.
- 14.2. The Grant Recipient shall (and shall procure that its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put DWP in breach of the Data Protection Legislation.
- 14.3. On request from DWP, the Grant Recipient will provide DWP with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as DWP may reasonably require.
- 14.4. The Grant Recipient agrees that DWP and its Representatives may use Personal Data which the Grant Recipient provides about its staff (including Participants), clients, suppliers and partners involved in the Funded Activities to exercise DWP's rights under this Grant Agreement and / or to administer the Grant or associated activities. Furthermore, DWP agrees that the Grant Recipient and its Representatives may use Personal Data which DWP provides about (i) DWP staff involved in the Funded Activities to manage its relationship and communicate with DWP, and (ii) candidates for Kickstart Scheme vacancies with the Grant Recipient for the purpose of reviewing applications and contacting them for interviews or further information.
- 14.5. DWP and the Grant Recipient shall each ensure that:
- (a) the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
  - (b) it only shares Personal Data with the other Party to the extent required in connection with the Funded Activities and this Grant Agreement.
- 14.6. Where a Party (the **Data Receiving Party**) receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Grant Agreement:
- 14.6.1 the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
  - 14.6.2 where the request or correspondence is directed to the other Party and/or relates to the other Party's processing of Personal Data, the Data Receiving Party will:

- (a) promptly, and in any event within three (3) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
- (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

14.7 Each Party shall notify the other Party within 24 hours of becoming aware of any Personal Data Breach (as defined in the GDPR) relating to Personal Data provided by the other Party pursuant to this Grant Agreement and shall:

14.7.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

14.7.2 implement any measures necessary to restore the security of any compromised Personal Data;

14.7.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

14.7.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

14.8 Without limiting any other provision of this clause 14, each Party shall, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.

14.9 DWP and the Grant Recipient shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Grant Agreement, unless otherwise required by Law.

## **15. INTELLECTUAL PROPERTY RIGHTS**

15.1. Intellectual Property Rights in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

15.2. The Grant Recipient grants to DWP a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable and worldwide licence to use all the IPR Material for the purpose of supporting the Kickstart Scheme and other projects. This licence excludes any materials created by the Grant Recipient or its Representatives for use in the Grant Recipient's day-to-day activities outside the Kickstart Scheme.

## **16. INSURANCE**

16.1. The Grant Recipient will during the term of the Funding Period, and for six years after termination or expiry of this Grant Agreement, ensure that it has and maintains at all times adequate insurance with an insurer of good repute to cover claims under this Grant Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with the Funded Activities or this Grant Agreement.

16.2. The Grant Recipient will upon request produce to DWP its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **17. ASSIGNMENT**

The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of this Grant Agreement or any rights under it to another organisation or individual without DWP's prior approval.

## **18. LOSSES, GIFTS AND SPECIAL PAYMENTS**

18.1. The Grant Recipient must obtain prior written consent from DWP before:

- 18.1.1. writing off any debts or liabilities;
- 18.1.2. offering to make any Special Payments; and
- 18.1.3. giving any gifts,

in connection with this Grant Agreement.

18.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

## **19. PUBLICITY**

19.1. The Grant Recipient gives consent to DWP to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any information or reports submitted to DWP under this Grant Agreement.

19.2. The Grant Recipient will comply with all reasonable requests from DWP to facilitate visits and provide reports, statistics, photographs and case studies that will assist DWP in its promotional and fundraising activities relating to the Funded Activities.

19.3. DWP consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.

19.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and, subject to clause 19.7, must feature DWP's Kickstart Scheme logo. If a Third Party wishes to use DWP's Kickstart Scheme logo, the Grant Recipient must first seek permission from DWP.

19.5. The Grant Recipient will acknowledge the support of DWP in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by DWP) will include DWP's name and Kickstart Scheme logo (or any future name or logo adopted by DWP) using the templates provided by DWP from time to time.

19.6. DWP consents to the Grant Recipient using DWP's name and Kickstart Branding to publicise the Grant and the Funded Activities, provided that:

19.6.1. the Grant Recipient's use of DWP's name and Kickstart Branding does not in any way weaken or damage the reputation and image of DWP or the Kickstart Branding (including the goodwill associated with it); and

19.6.2. in using DWP's name and Kickstart Branding, the Grant Recipient will comply with all reasonable branding guidelines issued by DWP from time to time, including those

available at <https://www.gov.uk/government/publications/kickstart-scheme-employer-resources/kickstart-scheme-brand-guidelines>.

- 19.7. No other rights under the Kickstart Branding are granted to the Grant Recipient. In particular, the Grant Recipient has no right to permit any Third Party (including any affiliated or associated person) to use the Kickstart Branding without DWP's prior written consent. The Grant Recipient will be responsible for the acts and omissions of any Third Party it permits to use the Kickstart Branding as if they were its own. The Grant Recipient will cease, and will procure that any Third Parties permitted to use the Kickstart Branding cease, all further use of the Kickstart Branding if requested to do so by DWP in writing.

## **20. EVALUATION**

DWP may itself or through a Third Party undertake research and evaluation exercises of the Funded Activities and the Kickstart Scheme generally. The Grant Recipient shall, during and after the Funding Period, cooperate with DWP and/or any Third Party by responding to requests for information, surveys and questionnaires and by providing access to its employees, customers and contractors as may be required by DWP and/or the selected Third Party. The results of any research and evaluation will be handled in such a way that they do not identify individual respondents, unless permitted by Data Protection Legislation.

## **21. CHANGES TO DWP'S REQUIREMENTS**

- 21.1. DWP will notify the Grant Recipient of any changes to the Funded Activities supported by the Grant.
- 21.2. The Grant Recipient will endeavour to accommodate any changes to DWP's needs and requirements under this Grant Agreement. Where the Grant Recipient fails to implement the required changes, DWP reserves the right to withhold or suspend Grant payments or terminate this Grant Agreement.

## **22. CLAWBACK, EVENTS OF DEFAULT AND TERMINATION**

### **Events of Default**

- 22.1. DWP may exercise its rights set out in clause 22.3 if any of the following events occur:
- 22.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
  - 22.1.2. the Grant Recipient fails to comply with any of its obligations under this Grant Agreement and the failure is material in the opinion of DWP;
  - 22.1.3. the Grant Recipient uses the Grant for Ineligible Expenditure;
  - 22.1.4. the Grant Recipient fails, in DWP's opinion, to make satisfactory progress with the Funded Activities and, in particular, with meeting the agreed outputs set out in Annex 4;
  - 22.1.5. the Grant Recipient fails to (i) submit an adequate remedial action plan to DWP after being requested to do so under clause 6.2.4 or (ii) improve delivery of the Funded Activities in accordance with the remedial action plan approved by DWP;



- 22.1.6. the Grant Recipient is, in the opinion of DWP, delivering the Funded Activities in a negligent manner (in this context negligence includes failing to prevent or report actual or anticipated fraud or corruption);
- 22.1.7. the Grant Recipient applies for, obtains or fails to declare Duplicate Funding;
- 22.1.8. the Grant Recipient receives funding from a Third Party which, in the opinion of DWP, undertakes activities that are likely to bring the reputation of the Funded Activities or DWP into disrepute;
- 22.1.9. the Grant Recipient provides DWP with any materially misleading or inaccurate information and/or any of the information provided in its grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which DWP considers to be significant;
- 22.1.10. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to DWP, whether committed by the Grant Recipient, any of its Representatives or a Third Party, as soon as it becomes aware of it;
- 22.1.11. DWP determines that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of this Grant Agreement and to the detriment of DWP;
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring DWP's name or reputation and/or DWP into disrepute. Actions include omissions in this context;
  - (iii) transferred, assigned or novated the Grant Agreement to any Third Party without DWP's consent; or
  - (iv) failed to act in accordance with the Law, howsoever arising, including incurring expenditure on unlawful activities;
- 22.1.12. the Grant 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);
- 22.1.13. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt or 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;
- 22.1.14. the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of State Aid Law, including through its application under Article 10 of the Northern Ireland Protocol;
- 22.1.15. any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of a breach of (i) the UK's obligations under the Trade and Co-operation Agreement or any other applicable international agreement; or (ii) the terms of any UK subsidy control legislation;
- 22.1.16. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or any of its Representatives in accordance with clause 26.2; or

22.1.17. the Grant Recipient undergoes a Change of Control which DWP, acting reasonably, considers:

- 22.1.17.1. will be materially detrimental to the Funded Activities; or
- 22.1.17.2. will result in the new body corporate being unable to receive the Grant because it does not meet the Eligibility Criteria used to award the Grant to the Grant Recipient.

22.2. Where DWP determines that an Event of Default has or may have occurred, DWP shall notify the Grant Recipient to that effect in writing, setting out any relevant details of the failure to comply with this Grant Agreement or pertaining to the Event of Default and details of any action that DWP intends to take or has taken.

### **Rights reserved for DWP in relation to an Event of Default**

22.3. Where DWP determines that an Event of Default has or may have occurred, DWP may take any one or more of the following actions:

- 22.3.1. suspend or terminate the payment of the Grant for such period as DWP shall determine;
- 22.3.2. reduce the amount of Grant funding in which case the payment of the Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient;
- 22.3.3. require the Grant Recipient to repay to DWP the whole or any part of the amount of the Grant previously paid to the Grant Recipient. Such sums may be recovered as a debt;
- 22.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if DWP considers it remediable) in accordance with the procedure set out in clause 22.5;
- 22.3.5. terminate this Grant Agreement; and/or
- 22.3.6. exclude the Grant Recipient from any future participation in the Kickstart Scheme.

22.4. If the Grant Recipient fails to perform any of its obligations under this Grant Agreement (other than a material failure), DWP may serve a notice on the Grant Recipient requiring remedial action to be taken within a period as specified by DWP (such period not more than 20 Working Days). If the failure is not remedied within the period specified by DWP, the failure to remedy will amount to a material failure for the purposes of clause 22.1.2.

### **Opportunity for the Grant Recipient to remedy an Event of Default**

22.5. Where the Grant Recipient is provided with an opportunity to remedy an Event of Default in accordance with clause 22.3.4, DWP will inform the Grant Recipient of the Event of Default, how it must be resolved and the timescales for its resolution. If the Event of Default has not been resolved after the Grant Recipient has been given an opportunity to remedy it to the reasonable satisfaction of DWP, DWP may immediately exercise any other right(s) in clause 22.3.

22.6. DWP shall not by reason of the occurrence of an Event of Default which is, in the opinion of DWP, capable of remedy, exercise its rights under either clause 22.3.3 or 22.3.5 or 22.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of DWP. DWP may conclude an Event of Default is incapable of remedy where, for example, it is one of multiple Events of Default that have or may have occurred and which demonstrate (in DWP's opinion) that the Grant Recipient is unwilling to comply, or unable to comply, with the terms and conditions of this Grant Agreement.

### **General Termination rights**

22.7. Notwithstanding DWP's right to terminate this Grant Agreement pursuant to clause 22.3 above, either Party may terminate this Grant Agreement at any time by giving written notice to the other Party. The notice period will end when all existing Kickstart Scheme engagements of

Participants at the time notice is given have finished. No further new Kickstart Scheme jobs will begin once notice has been served.

### **General Termination provisions**

- 22.8. DWP will not be liable to pay any of the Grant Recipient's costs or those of any supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.
- 22.9. The Grant Recipient shall, upon written request by DWP and in any event on termination of this Grant Agreement, return to DWP all of its data, documents and other materials in the possession or control of the Grant Recipient.
- 22.10. Termination or expiry of this Grant Agreement shall be without prejudice to any rights or remedies accrued under it prior to termination or expiry and nothing in this Grant Agreement shall prejudice the right of either Party to recover any amount outstanding at termination or expiry.
- 22.11. Any provision of this Grant Agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this Grant Agreement shall survive such expiry or termination and continue in full force and effect.

### **Change of Control**

- 22.12. The Grant Recipient shall notify DWP immediately in writing as soon as the Grant Recipient is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 22.13. The Grant Recipient shall ensure that any notification made pursuant to clause 22.12 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 22.14. Following notification of a Change of Control, DWP shall be entitled to exercise its rights under clauses 22.1.17 and 22.3 providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
  - (i) where no notification has been made, the date that DWP becomes aware that a Change of Control is anticipated or is in contemplation or has occurred.
- 22.15. DWP shall not be entitled to terminate where an approval was granted prior to the Change of Control.

### **23. DISPUTE RESOLUTION**

- 23.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the term of this Grant Agreement. This clause 23 does not apply to any dispute or complaint which relates to DWP's right to withhold or withdraw funds, reduce the number of jobs to be funded, require remedial activity or terminate or any other rights exercised at DWP's sole discretion or in DWP's opinion.
- 23.2. All disputes shall be referred in the first instance to DWP's Grant Manager and the Grant Recipient's Kickstart Representative.

- 23.3. If the dispute cannot be resolved between the Grant Manager and the Kickstart Representative within a maximum of 14 days of the referral, the matter will be escalated to a formal meeting between a senior officer of each Party.

## **24. LIMITATION OF LIABILITY**

- 24.1. DWP accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant.
- 24.2. The Grant Recipient shall indemnify and hold harmless DWP and its Representatives against all actions, claims, charges, demands, proceedings and Losses suffered or incurred by DWP or any of its Representatives arising out of or in connection with (i) any act(s) or omission(s) of the Grant Recipient in relation to the Funded Activities; (ii) the non-fulfilment of any obligations of the Grant Recipient under this Grant Agreement, or (iii) the performance or non-performance of any obligation of the Grant Recipient to any Third Party.
- 24.3. Save in respect of any liabilities that cannot be lawfully limited, DWP's liability under this Grant Agreement is limited to the amount of the Grant outstanding.

## **25. VAT**

- 25.1. The Grant is not consideration for any taxable supply for VAT purposes.
- 25.2. If VAT is held to be chargeable in respect of this Grant Agreement, all payments shall be deemed to be inclusive of VAT and DWP shall not be obliged to pay any additional amount by way of VAT.

## **26. CODE OF CONDUCT FOR GRANT RECIPIENTS**

- 26.1. The Grant Recipient shall comply with the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 26.2. The Grant Recipient shall immediately notify DWP if it becomes aware of any actual or suspected breach(es) of the principles outlined in the Code of Conduct.
- 26.3. The Grant Recipient acknowledges that a failure to notify DWP of an actual or suspected breach of the Code of Conduct may result in DWP immediately suspending the Grant funding, terminating the Grant Agreement and taking action to recover some or all of the funds paid to the Grant Recipient in accordance with clause 22.1.16.

## **27. NOTICES**

All notices and other communications in relation to this Grant 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 stated in the Grant Offer Letter or otherwise notified in writing. All notices and other communications must be marked for the attention of the Grant Manager (for notices to DWP) or the Kickstart Representative (for notices

to the Grant Recipient). 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.

## **28. GOVERNING LAW**

This Grant Agreement will be governed by and construed in accordance with the laws of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

## ANNEX 1 – DEFINITIONS

The following expressions have the meanings set out below:

**Annex** means the annexes attached to these Conditions which form part of this Grant Agreement;

**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 this legislation;

**Change of Control** means, in respect of the Grant Recipient or any person who Controls the Grant Recipient, any change of Control of that person. **Control** means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **Controls** shall be interpreted accordingly;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/754555/2018-11-06\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf), including any subsequent updates from time to time;

**Commencement Date** means the date on which this Grant Agreement comes into effect, which shall be the date on which DWP receives a signed copy of the Grant Offer Letter completed to its satisfaction;

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this Grant Agreement, including:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; or
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by a Party in the course of delivering the Funded Activities;
- (c) DWP Personal Data; and
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of clause 11 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the disclosing Party's Confidential Information.

**Controller and Data Subject** take the meanings given in the GDPR;

**Crown Body** or **Crown** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**Data Protection Legislation** means (i) the GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended, supplemented or substituted from time to time;

**Domestic Successor** means, as the context requires, either:

- (a) a body that takes over the functions of the European Commission in the United Kingdom after its withdrawal from the European Union; or
- (b) the relevant court in England, Wales or Scotland which takes over the functions of the Court of Justice of the European Union in England, Wales or Scotland (as applicable) after the United Kingdom's withdrawal from the European Union;

**Duplicate Funding** means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made but has not been declared to DWP;

**DWP** means the Secretary of State for Work and Pensions;

**DWP Personal Data** means any Personal Data supplied for the purposes of, or in connection with, this Grant Agreement by DWP to the Grant Recipient;

**Eligibility Criteria** mean DWP's criteria, including the guidance available at <https://www.gov.uk/government/collections/kickstart-scheme>, to determine who should be grant recipients and which vacancies are appropriate for Kickstart Scheme funding;

**Eligible Expenditure** means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in clause 5 of these Conditions;

**Event of Default** means an event or circumstance set out in clause 22.1;

**FOIA** means the Freedom of Information Act 2000 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;

**Funded Activities** means the activities set out in the Grant Offer Letter and Annex 2 of these Conditions;

**Funding Period** means the period from the Commencement Date until the Project End Date;

**General Data Protection Regulation** and **GDPR** means the General Data Protection Regulation (EU) 2016/679;

**Grant** means the sum or sums that DWP will pay to the Grant Recipient in accordance with clause 4 and subject to the provisions set out at clause 22.

**Grant Agreement** means these terms and conditions including the Annexes (the **Conditions**), together with the Grant Offer Letter;

**Grant Offer Letter** means the letter from DWP to the Grant Recipient confirming the details of the Grant;

**Grant Manager** means the individual who has been nominated by DWP to be the main point of contact for the Grant;

**Grant Recipient** means the party specified in the Grant Offer Letter as the Grant Recipient;

**HRA** means the Human Rights Act 1998 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;

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure, including the non-exhaustive lists of Ineligible Expenditure as set out in clause 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the Environmental Information Regulations 2004, as amended from time to time;

**Intellectual Property Rights or IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and Confidential Information, and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all materials produced by the Grant Recipient or its Representatives in relation to the Funded Activities and this Grant Agreement during the Funding Period (including materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Kickstart Branding** means the Kickstart and Kickstart Scheme names, the Kickstart Scheme logo and any registered or unregistered trade marks (including applications) owned by DWP in relation to any of them. It includes any future names or logos adopted by DWP in relation to the Kickstart Scheme;

**Kickstart Representative** means the representative appointed by the Grant Recipient, which at the Commencement Date shall be the individual listed as such in the Grant Offer Letter;

**Law** means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directive or requirement of any regulatory body, or delegated or subordinate legislation;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, and **Loss** will be interpreted accordingly;

**Maximum Sum** means the maximum amount stated in the Grant Offer Letter that DWP will provide to the Grant Recipient for the Funded Activities in relation to each Participant, subject to clause 22;



**Northern Ireland Protocol** means the Protocol on Ireland/Northern Ireland in the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community;

**Participant/Participants** means the persons engaged by the Grant Recipient through the support of the Kickstart Scheme. Participants will be young people, aged 16 – 24, who are claiming Universal Credit and are referred to the Grant Recipient by DWP for employment opportunities. See also Annex 5.

**Party** means DWP or the Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the GDPR;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of DWP or the Crown any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Grant Agreement;
- (b) committing any offence:
  - (iii) under the Bribery Act;
  - (iv) under legislation creating offences in respect of fraudulent acts; or
  - (v) at common law in respect of fraudulent acts in relation to this Grant Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud DWP or the Crown;

**Project End Date** means, subject to any early termination provisions contained within this Grant Agreement, 30 November 2022;

**Representatives** means a Party's duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Special Payments** means ex gratia expenditure by the Grant Recipient to a Third Party where no legal obligation exists for the payment and/or other extra-contractual expenditure. Special Payments may include out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

**State Aid Law** means the law embodied in Articles 107 - 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation, decisions and communications) to the extent it applied or continues to apply at any time in the United Kingdom;

**Third Party** means any person or organisation other than the Grant Recipient or DWP;

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**VAT** means value added tax chargeable in the UK; and

**Working Day** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

## ANNEX 2 – THE FUNDED ACTIVITIES

### 1. **Background/purpose of the Grant**

The Kickstart Scheme is designed to improve employability and the chances of sustained employment for those at risk of long term unemployment in the 16-24-year-old age group. It provides grant funding to employers to support the creation of new jobs that would not otherwise exist.

The Kickstart Scheme funding will support employers to provide six months of work for young people. It will be regular, paid work which will help young people to develop transferrable skills (such as team work) and demonstrate to future employers that they have a track record of being a reliable employee with an up-to-date reference.

### 2. **Aims and objectives of the Funded Activities**

The Grant funding will support the Grant Recipient to provide a quality work experience to individuals at risk of long term unemployment in the 16-24-year-old age group. The work should incentivise positive behaviours from these individuals to make them more attractive to future employers and maximise their readiness to make a successful transition into long term employment, giving them the confidence and competence to succeed. As such, the Kickstart Scheme aims to reduce the scarring effect of unemployment.

### 3. **Funded Activities**

The Grant Recipient will use the Grant funding to provide six months of employment for Participants, including support to Participants in developing work skills and finding future employment. The activities funded with the Grant are described more fully below:

- a. The employment opportunities created with the funding will be equivalent to jobs not funded by the Kickstart Scheme. The jobs will have the same expectation on the employee to improve and develop. The jobs should enable the employee to build up skills that will lead to sustainable employment and should be paid at the normal rate for similar jobs and with the same frequency (see note 6 below).
- b. The Grant funding will be used by the Grant Recipient to provide new jobs. The jobs must not:
  - replace existing or planned vacancies; or
  - cause existing employees, workers, apprentices or contractors to lose work or reduce their working hours.
- c. All Kickstart Scheme jobs must be accompanied by a written job description, setting out the purpose, start date and responsibilities of the position.
- d. All employment opportunities supported by the Grant funding must:
  - provide regular, meaningful work for the Participant, for a minimum of 25 hours per week on average each month, for six months (see note 5 below); and
  - pay at least the National Minimum Wage/National Living Wage (as applicable) for the Participant's age group, national insurance and minimum automatic enrolment contributions.

The Grant Recipient must make the required employer national insurance contributions

for Participants and comply with its employer automatic enrolment duties with respect to Kickstart Scheme Participants. The Grant Recipient must meet its statutory duties in relation to employment rights and employer responsibilities in the workplace (for example, for health, safety and welfare) for all Kickstart Scheme Participants.

- e. Employment opportunities offered by the Grant Recipient should not require Participants to undertake extensive training (either classroom or online) before they begin the job or at any point during the six months. For example, if a significant part of the job involves completing a training course or watching training videos, this would not constitute meaningful work or be equivalent to a job not funded by the Kickstart Scheme.
- f. The Grant Recipient will use the Grant to provide employability support to Participants and help Participants to develop work skills.
  - Employability support includes on-the-job training, work search support, transferrable skills development, mentoring, careers advice and other related support to help the Participants find sustained employment after they have completed their Kickstart Scheme jobs.
  - Helping Participants to develop and build work skills includes developing attendance management, timekeeping, teamwork and communication skills as appropriate.
- g. The Grant Recipient will ensure it has regular (at least monthly) reviews with Participants to discuss performance in the role and areas for improvement.

**Please note:**

1. A Kickstart job is not an apprenticeship but a Participant may move to an apprenticeship whilst taking part in the Kickstart Scheme. Grant funding will cease once a Participant ceases to be involved in the Kickstart Scheme (for example, because the Participant has moved from a Kickstart Scheme job to an apprenticeship).
2. Once a Kickstart Scheme job is created, it can be taken up by a new Participant once the previous Participant has ceased to be employed as part of the Kickstart Scheme. A Kickstart Scheme job cannot be filled more than once by the same Participant.
3. DWP will only provide Grant funding for candidates referred to the Grant Recipient by DWP. DWP selects the candidates to refer to the Grant Recipient's Kickstart Scheme vacancies at DWP's sole discretion. Any recruitment activity by the Grant Recipient will not determine which candidates DWP refers to the Grant Recipient.
4. The Grant Recipient will use reasonable endeavours to fill its vacancies as quickly as possible but is not otherwise obliged to accept candidates referred by DWP for its vacancies. Grant funding will only be provided once the Grant Recipient has accepted a candidate referred by DWP.
5. All Kickstart Scheme jobs must provide regular, meaningful work for Participants for six months. A job should not be designed to spread the six months of work over a longer period than six continuous months. For example, a job spread across seven months, with a one month break from work in the middle of it, will not be providing regular, meaningful work for the Participant. The Grant Recipient must notify DWP if any Participant is unable to carry out regular, meaningful work at any point during the six month Kickstart Scheme employment (as per clause 7.2.2).

6. DWP expects the Grant Recipient to treat the Participants fairly and no less favourably than other staff members doing similar work with similar experience who are recruited outside the Kickstart Scheme. DWP does not expect Participants to be paid less or less frequently than other new joiners in a similar position simply because the Participants are part of the Kickstart Scheme. The Grant is a contribution only and may not cover the full remuneration that the Grant Recipient should pay its Participants.

### ANNEX 3 – PAYMENT SCHEDULE

Subject to the Grant Recipient’s compliance with the terms of this Grant Agreement, DWP will make Grant payments in accordance with the following payment schedule for each Participant employed by the Grant Recipient as part of the Kickstart Scheme. The Grant funding per Participant will be paid in the following instalments:

INSTALMENTS	GRANT SUM PAYABLE	GRANT INSTALMENT PROCESSING DATE / MILESTONE
1 <sup>st</sup> instalment	One £1500 payment per Participant for set-up and support costs <sup>†</sup>	On confirmation to DWP’s satisfaction that the Participant has started employment with the Grant Recipient.
2 <sup>nd</sup> instalment	One sixth of the Total Grant minus the first instalment. <sup>†</sup>	In arrears - on confirmation that Participant paid through PAYE for the first month. <sup>†</sup> This payment is expected to be processed in or around the 6 <sup>th</sup> week of the job.
3 <sup>rd</sup> – 7 <sup>th</sup> instalments	Each payment is one sixth of the Total Grant minus the first instalment. <sup>†</sup>	In arrears – approximately every month after the 2 <sup>nd</sup> payment on confirmation that Participant paid through PAYE for the previous month. <sup>†</sup>

A Grant instalment will usually be received by the Grant Recipient up to 11 Working Days after it has been processed by DWP.

#### **Calculating the Total Grant:**

**Total Grant** means the total grant funding provided per Participant which includes (i) an initial instalment of £1500 and (ii) six further instalments based on 100% of the Relevant Wage for 25 hours a week of work by the Participant for 26 weeks, plus the associated employer National Insurance contributions and employer minimum automatic enrolment contributions.

**Relevant Wage** means the National Minimum Wage or the National Living Wage applicable to the Participant based on their age at the end of the six months of employment funded by the Kickstart Scheme.

Grant instalments are calculated on the basis of the National Minimum Wage or National Living Wage rates applicable at the time payment is made. Where a grant instalment is to be made at the end of a period that spans two different rates (for example, where as a result of the April uprating, a payment period spans 2020/21 rates and 2021/22 rates), that instalment will be calculated on the basis of the higher rates. For example, if a Participant starts work in a

Kickstart Scheme job on 10 February 2021 and is 21 years old at the end of the six months of work, the Grant instalment after the first month of work should be based on 2020/21 rates, the next instalment (spanning 2020/21 and 2021/22 rates) should be based on 2021/22 rates because they are higher, and all further instalments of the Grant should be based on 2021/22 rates.

**\* The initial Grant instalment:**

Employers will be paid a fixed amount to contribute to the costs of IT equipment and software licences, administration and management time, and providing support to Participants to develop the skills and experience to find work after completing the scheme.

**† Confirmation that Participant paid through PAYE:**

Confirmation is collected by DWP from Real Time Information (RTI) submissions. No Grant payment will be made to the Grant Recipient without this confirmation that the Participant has been paid by the Grant Recipient.

**Notes:**

1. Leaving the Kickstart Scheme early

If, prior to the expiry of the intended six-month period, a Participant ceases or will cease to be part of the Kickstart Scheme during any month (for example, because the Participant leaves their Kickstart Scheme job or their employment is otherwise terminated), the Grant Recipient must notify DWP as per clause 7.2.1. This allows DWP to note that the Participant is no longer involved in the Kickstart Scheme and Eligible Expenditure with respect to that Participant is ending. A final grant instalment payment will be made for that Participant on the same schedule, and subject to the same conditions, described in this Annex 3. No further grant instalments will then be paid in respect of that Participant. Please note that:

- Neither the first instalment nor any subsequent instalments of the Grant will be due or payable for any Participant who does not start their Kickstart Scheme job (see note 5 below).
- If a Participant ceases their Kickstart Scheme job without completing a full day of work, then neither the 2<sup>nd</sup> instalment nor any subsequent instalments of the Grant will be due or payable to the Grant Recipient for that Participant. DWP determines that a full day of work has been completed if the RTI submission for a Participant shows that the Participant has been paid the Relevant Wage for at least five hours of work.
- By way of example:
  - if a Participant starts their Kickstart Scheme job but leaves after three hours of work, the Grant Recipient will receive the first Grant instalment (£1500) but will not receive any subsequent instalments of the Grant;
  - if a Participant starts their Kickstart Scheme job but leaves after 10 hours of work, the Grant Recipient will receive the first Grant instalment (£1500) and the second Grant Instalment (one sixth of the Total Grant minus the first instalment) but will not receive any subsequent instalments of the Grant.

2. Grant funding term

Unless DWP extends the Grant funding period (for example, under clause 7.2.2), funding is provided for a continuous six-month period only for each Participant. There is no Grant funding for any period of employment after this six-month period, whether this is to allow the Participant to take paid leave accrued during the six months or for any other reason.

3. Holiday

DWP expects Participants will take holiday at regular intervals during the Kickstart Scheme job. Where a Participant leaves the job early in unanticipated circumstances with unused holiday entitlement, then, subject to note 2 above, the Grant Recipient may add those accrued paid leave days to the Participant's last day of work to determine the last day of employment, which is then notified to DWP as per clause 7.2.1.

#### 4. Eligible Expenditure

As per clause 5, Grant funding can only be used for Eligible Expenditure. The Grant funding must be used for Funded Activities, benefitting the Participants, and must not be used for any Ineligible Expenditure or retained by the Grant Recipient.

#### 5. Starting employment

The Grant Recipient must not claim the first Grant instalment for any Participant until that Participant has commenced employment with the Grant Recipient. If the Grant Recipient receives the first Grant instalment for a Participant who has not commenced, or does not commence, employment with the Grant Recipient, the Grant Recipient must immediately repay the amount of the first instalment to DWP, unless otherwise instructed by DWP in writing.

A Participant has commenced employment with the Grant Recipient when the Participant has successfully started their first day of work with the Grant Recipient. The following is a non-exhaustive list of events that do not constitute a Participant having commenced employment with the Grant Recipient and which do not entitle the Grant Recipient to claim the first Grant instalment:

- (a) induction activities that take place before the Participant's actual start date;
- (b) offering a Participant a contract of employment;
- (c) pre-employment screening checks, such as a Disclosure and Barring Service (DBS) check;
- (d) allocating a predicted future start date to a Participant; and
- (e) the Participant's start date arriving but the Participant does not start work.



## **ANNEX 4 – AGREED OUTPUTS**

**The Grant Recipient is required to achieve the following outputs and performance measures in connection with the Grant:**

### **Agreed Outputs**

- Provide full details of the Kickstart Scheme vacancies to DWP and evidence that these jobs are new jobs promptly following signing of the Grant Offer Letter.
- Make available the number of Kickstart Scheme vacancies stated in the Grant Offer Letter and use reasonable endeavours to fill the vacancies as quickly as possible.
- Provide regular, meaningful work for the Participants that will help them become more attractive to future employers and maximise their readiness to make a successful transition into long term employment. For work to be meaningful, the job must be equivalent to a job not funded by the Kickstart Scheme and must not involve significant classroom or online training.
- Provide support to help each Participant with finding future employment. This can include on-the-job training, work search support, transferrable skills development, mentoring and careers advice, and support with CV and interview preparation.
- Help to build each Participant's work skills which can include developing attendance management, timekeeping, team work and communication skills. This will help the Participant's employment prospects after the Kickstart Scheme job ends.
- Keep records and other evidence of how the above outputs are being achieved (for example, notes of positive feedback that the Participant receives, records of mock job interviews conducted) and provide details to DWP on request.

## ANNEX 5 – PROOF OF CONCEPT

The Kickstart Scheme was designed for Participants aged between 16 - 24. There is a potential that individuals aged 25-29 may also derive benefit from being part of the Kickstart Scheme.

Individuals aged 25-29 registered to Job Centres in areas as determined by the DWP where there are an insufficient number of Participants aged between 16-24 available to fill the Kickstart job vacancies, will also be eligible for the Kickstart Scheme where referred by the DWP. Further details will be on [Kickstart Scheme - GOV.UK \(www.gov.uk\)](http://www.gov.uk).