

**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

**and**

**[REDACTED]**

**GRANT FUNDING AGREEMENT FOR FUTURE SUPPORT OFFER 2024**

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**This Grant Funding Agreement** is made on [insert date of signature]

**Between:**

- (1) THE SECRETARY OF STATE FOR WORK AND PENSIONS, whose principal address is at Caxton House, Tothill Street, London, SW1H 9DA (the “**Authority**”)
- (2) [INSERT THE FULL NAME OF THE GRANT RECIPIENT], whose principal address is at [ADDRESS] (the “**Grant Recipient**”).

**In relation to:**

**Project Name: Future Support Offer (“FSO”) 2024**

**BACKGROUND**

- (A) The Grant is made pursuant to section 50 of the United Kingdom Internal Market Act 2020. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
- (B) The Authority ran a competition for grant applications in respect of the FSO 2024.
- (C) The Grant Recipient was successful under that competition and the Authority awarded it a Grant to deliver the FSO 2024.
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (E) The Grant Recipient will use the Grant solely for the Funded Activities.

These conditions collectively (the **Conditions**) are as follows:

**1. INTRODUCTION**

- 1.1. This Grant Funding Agreement sets out the Conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.3. The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient’s Grant Application Documents.
- 1.4. The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1. Where they appear in this Grant Funding Agreement:

**Annex** means an annex attached to these Conditions;

**Asset** means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset;

**Asset Owning Period** means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts;

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

**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;

**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 as at the date of this Grant Funding Agreement [2019-01-15 Code of Conduct for Grant Recipients v. 1.01.pdf \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/404202/2019-01-15_Code_of_Conduct_for_Grant_Recipients_v.1.01.pdf), including any subsequent updates from time to time;

**Commencement Date** takes the meaning in paragraph 3.1;

**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 the Grant Funding Agreement, including but not limited to:

- (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; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority 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 paragraph 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 Confidential Information.

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

**Controller** takes the meaning given in the UK GDPR;

**Change of Control** means the sale of all or substantially all the assets of a Party or entity; any merger, consolidation or acquisition of a Party or entity with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party or entity in one or more related transaction;

**Crown Body** 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, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**DPA 2018** means the Data Protection Act 2018;

**Data Protection Legislation** means (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; (iii) (to the extent that it applies) the EU GDPR; (iv) all applicable Law relating to the processing of Personal Data and privacy;

**Disposal** means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

**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 the Authority;

**EIR** means the Environmental Information Regulations 2004;

**Eligibility Criteria** mean the Authority's selection criteria set out in paragraph [ ] of the Grant Competition Specification;

**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 paragraph 5 of these Conditions and Annex 5;

**Employment Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation;

**End-of-Year Project Report** means the report with that name described in Annex 6;

**EU GDPR** has the meaning given to it in section 3 of the DPA 2018;

**Event of Default** means an event or circumstance set out in paragraph 26.1;

**Finance Report** takes the meaning in paragraph 4.11;

**Financial Year** means from 1 April to 31 March;

**Fixed Asset** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced or constructed in connection with the Funded Activities;

**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;

**Former Grant Recipient** means any third-party provider carrying out activities which are the same as or substantially similar to any of the Funded Activities and who is in receipt of grant funding provided by the Authority (whether directly or as a consortium member or sub-contractor) for the purposes of carrying out such activities, before the date of the Relevant Transfer;

**Funded Activities** means the activities set out in paragraph 2 of Annex 2;

**Funding Period** means the period set out under paragraph 3.1 of these Conditions;

**Governance Board** means the board established by the Authority to determine governance, monitoring and reporting matters between the Authority and the Grant Recipient;

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 26;

**Grant Application Documents** means the Grant Application Form, Grant Cost Model and any other document submitted by the Grant Recipient as part of its application for FSO 2024;

**Grant Application Form** means the Grant Recipient's completed grant application form submitted in response to the Grant Competition Specification, a copy of which is set out in Part B of Annex 1;

**Grant Claim** means the payment request form submitted by the Grant Recipient to the Authority for payment of the Grant. The form will be in a format, and contain the data, required by the Authority from time to time;

**Grant Competition Specification** means the document titled [xxx] dated [xxx];

**Grant Cost Model** means the Grant Recipient's completed forecast expenditure template in response to the Grant Competition Specification, a copy of which is set out in Annex 5;

**Grant Funding Agreement** means these Conditions together with their Annexes;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient dated [ ] and confirming the award of the Grant, a copy of which is set out in Annex 1;

**Grant Manager** means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

**HMRC** means HM Revenue and Customs;

**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 pursuant to paragraphs 5.6 and 5.7;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, 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 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 material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know

how, system or process). For the avoidance of doubt, IPR Material does not include the Grant Recipient's case management system;

**Independent Controller** means a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

**Instalment Period** means an interval set out in Annex 3;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Key Performance Indicators** means the performance measures as set out in Annex 6;

**Law** means any applicable law, statute, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

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

**Match Funding** means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

**Mid-Year Evaluation Report** means the report with that name described in Annex 6;

**Northern Ireland Protocol** means the protocol on Ireland and Northern Ireland in the EU withdrawal agreement;

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

**Personal Data** has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

**Processor** has the meaning given to it in the UK GDPR;

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority 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 the Grant Funding Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding 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 the Grant Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Project Progress Reports** means the report with that name described in Annex 6;

**Publication** means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities, the Grant Funding Agreement or the Authority;

**Relevant Transfer** means a transfer of employment to which the Employment Regulations apply;

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 26.4;

**Replacement Funded Activities** means any activities which are the same or substantially similar to any of the Funded Activities and which are carried out in substitution for any of the Funded Activities after the expiry or termination or partial termination of this Grant Funding Agreement whether those activities are carried out by the Authority or a third party;

**Replacement Grant Recipient** means any third-party carrying out Replacement Funded Activities (or where the Authority is carrying out Replacement Funded Activities for its own account, the Authority);

**Representatives** means any of the Parties' 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 obligations exist for the payment and/or other extra-contractual expenditure;

**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;

**Subsidy Control Act** means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority and includes but is not limited to sub-contractors in an arrangement set out under paragraph 4.24 and the members of a consortium or partnership under paragraph 4.23 (if applicable); ;

**Transferring Former Grant Recipient Employees** means any employee of the Former Grant Recipient identified as expected to be in-scope to transfer under the Employment Regulations;

**UK GDPR** has the meaning given to it in section 3 of the DPA 2018;

**Unspent Monies** means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

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

**Working Day** means any day other than a Saturday, Sunday or public holiday in England and Wales or Scotland;

- 2.2. In this Grant Funding Agreement, unless the context otherwise requires:
- 2.2.1. the singular includes the plural and vice versa;
  - 2.2.2. reference to a gender includes the other gender and the neuter;
  - 2.2.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 2.2.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 2.2.5. 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";
  - 2.2.6. 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;
  - 2.2.7. 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 the Grant Funding Agreement;
  - 2.2.8. references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
  - 2.2.9. 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 Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1. the Conditions;
  - 2.3.2. the Annexes other than Part B of Annex 1;
  - 2.3.3. Part B of Annex 1; and
  - 2.3.4. any other documents incorporated by reference in, or developed in accordance with, this Grant Funding Agreement.

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

- 3.1. The Funding Period starts on 1 April 2024 (the **Commencement Date**) and ends on 31 March 2026 unless terminated earlier in accordance with this Grant Funding Agreement or extended in accordance with the provisions of paragraph 3.5.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on the Commencement Date unless otherwise agreed in writing by the Authority.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from Annex 2) it may do so on 30 days' written notice to the Grant Recipient. The Authority will consult with the Grant Recipient on the implementation of the change.
- 3.5. The Parties may agree to extend the Funding Period by up to 12 months by way of variation in accordance with paragraph 35. The provisions of this Grant Funding Agreement will apply throughout any extended term subject to any change agreed in the variation (including updated Annexes 3 and 5).

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

- 4.1. Subject to the other terms of this Grant Funding Agreement, the Authority shall pay the Grant Recipient an amount not exceeding **[insert the total Grant amount in words and pounds sterling]**. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3. The signatory of the form in Annex 4 must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities, any increase in employee costs or, subject to paragraph 3.4, for any other reason. The Authority will not be obliged, for any reason, to pay any amount(s) in addition to approved Grant Claim payments.
- 4.5. **[Drafting note: the Authority will, at its absolute discretion, select one of the following options prior to signature, depending on its decision on whether to pay monthly in arrears or quarterly in advance]**

[The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and in accordance with Annex 3. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered in the Funding Period.]

[The Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure and in accordance with Annex 3.]

4.6. Without prejudice to the Authority's other rights, the Authority may at any time suspend payment of the Grant and/or terminate this Grant Funding Agreement by written notice to the Grant Recipient in circumstances where the Authority is or reasonably anticipates that it will be for any reason unable or not permitted to provide any amount of the Grant which has not yet been paid to the Grant Recipient. Where reasonably possible, the Authority will endeavour to give the Grant Recipient not less than one month's written notice of termination or suspension (as appropriate) under this paragraph 4.6.

4.7. **[Drafting note: the Authority will, at its absolute discretion, select one of the following options prior to signature, depending on its decision on whether to pay monthly in arrears or quarterly in advance]**

[The Grant Recipient must submit the Grant Claim for each Instalment Period by the relevant "Grant Claim/Finance Report Deadline" set out in Annex 3. The Grant Claim must show how the Eligible Expenditure incurred for the Instalment Period compares with the Grant Cost Model. The Grant Recipient will provide any other supporting documentation reasonably prescribed by the Authority from time to time with the Grant Claim.]

[The Grant Recipient must submit the Grant Claim for each Instalment Period by the relevant "Grant Claim/Finance Report Deadline" set out in Annex 3. The Grant Claim must show how the Eligible Expenditure anticipated for the Instalment Period compares with the Grant Cost Model. The Grant Recipient will provide any other supporting documentation reasonably prescribed by the Authority from time to time with the Grant Claim.]

4.8. Payment of the Grant for each Instalment Period will be made by the payment date in Annex 3 subject to the Authority approving the Grant Recipient's Grant Claim and the other provisions of this Grant Funding Agreement.

4.9. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.

4.10. The Authority reserves the right not to pay any Grant Claim which is:

4.10.1. not submitted by the relevant deadline set out in Annex 3; or

4.10.2. incomplete, incorrect or submitted without the full supporting documentation.

4.11. The Grant Recipient will, when submitting a Grant Claim, provide the Authority with a report setting out actual Eligible Expenditure, an updated forecast for Eligible Expenditure and any other Grant spend data reasonably requested by the Authority (**Finance Report**). The data will be presented in line with the Grant Cost Model (as set out in Annex 5) showing details and providing explanations of the differences between actual Eligible Expenditure, current forecasts and the original Grant Cost Model. The Grant Recipient will provide evidence of actual expenditure, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.

4.12. The Authority may organise, and the Grant Recipient will attend, monthly financial review meetings to review Grant spend and forecasts, as set out in the Finance Reports, and highlight financial challenges and opportunities.

- 4.13. The Grant Recipient shall promptly notify and repay immediately to the Authority 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 Funding Agreement. Any sum which falls due under this paragraph shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by the Authority, the sum may be recovered as a civil debt.
- 4.14. The Grant will be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Grant Recipient.
- 4.15. Where the Grant Recipient enters into a contract or other agreement with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party.
- 4.16. Onward payment of the Grant to any delivery partners shall not relieve the Grant Recipient of any of its obligations under this Grant Funding Agreement, including any obligation to repay the Grant.
- 4.17. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.18. If there are Unspent Monies:
- 4.18.1. at the end of a Financial Year, the Grant Recipient shall repay such Unspent Monies to the Authority within eight weeks of the end of that Financial Year, unless otherwise directed by the Authority in writing;
- 4.18.2. where the Grant Funding Agreement has been terminated under paragraph 26 , at the date of termination, the Grant Recipient shall repay such Unspent Monies to the Authority within eight weeks of the date of the date of termination, unless otherwise directed by the Authority in writing; and/or
- 4.18.3. the Authority may at any time require the Grant Recipient to repay any Unspent Monies to the Authority no later than thirty (30) Working Days following the Authority's request for repayment.
- 4.19. Wherever under this Grant Funding Agreement any sum of money is recoverable from or payable by the Grant Recipient, the Authority 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 Funding Agreement or under any other agreement with the Authority.
- 4.20. The Grant Recipient shall declare to the Authority any Match Funding which has been approved or received before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding.
- 4.21. Where the use of Match Funding is permitted, the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.

4.22. The Grant Recipient agrees that:

4.22.1. 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;

4.22.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;

4.22.3. the Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:

4.22.5.1. the Grant will be used for Eligible Expenditure only;

4.22.5.2. no Duplicate Funding has been received; and

4.22.5.3. if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority (unless otherwise directed by the Authority in writing).

**Drafting note: this paragraph is only to be used where the Authority awards the Grant to a Grant Recipient applying as part of a consortium/partnership arrangement and where the Authority approves each member of the consortium/partnership. If this does not apply, this text is to be replaced with "Not used."]**

4.23. If the Grant Recipient is part of a consortium or partnership with the members (approved by the Authority) as set out in the Grant Funding Letter at Annex 1, the Grant Recipient:

4.23.1. warrants that:

4.23.1.1 it is the lead member and has been duly authorised by each member of the consortium or partnership to apply for and receive the Grant on its behalf; and

4.23.1.2 no other member of the consortium or partnership has applied for the Grant on its own behalf;

4.23.2. shall remain responsible for all obligations under the Grant Funding Agreement, including all obligations in respect of monitoring and reporting pursuant to paragraph 7, Grant Recipient Match Funding and the repayment of the Grant pursuant to this paragraph 4. It is the Grant Recipient's responsibility to ensure that it has put such arrangements in place with all other members of the consortium or partnership that are required to enable it to comply with its obligations under this Grant Funding Agreement;

4.23.3. shall ensure that the other members of the consortium or partnership:

4.23.4.1. use the Grant solely for the Funded Activities;

4.23.4.2. comply with any guidance and/or codes of practice set out in this Grant Funding Agreement or issued by the Authority from time to time; and

4.23.4.3. in all other respects comply with the terms of the Grant Funding Agreement insofar as it reasonably applies to them in their capacity as recipients of the Grant; and

4.23.4. agrees that the Authority shall owe no duty or obligation to any member of the consortium or partnership in connection with the Grant or the Grant Funding Agreement.

4.24. [Drafting note: this paragraph is only to be used where the Authority agrees to one or more sub-contractors prior to signature of the Grant Funding Agreement (and therefore the procedure in paragraph [4.24] does not apply to them). If the Authority does not agree to a sub-contractors prior to signature of the Grant Funding Agreement, this text is to be replaced with "Not used."]

[Sub-contract in respect of the delivery of the Funded Activities is permitted, as between the Grant Recipient and [insert name of any sub-contractors which the Authority agrees prior to signature of the Grant Funding Agreement does not require subsequent approval under paragraph [4.27].]

4.25. If the Grant Recipient or a sub-contractors seeks to sub- contract to a Third Party, it must first obtain Authority approval in accordance with paragraph 4.27 prior to any sub-contracting .

4.26. The Grant Recipient shall ensure and procure that any sub-contract for the delivery of the Funded Activities reflects the terms of this Grant Funding Agreement and include obligations no less onerous on the sub-contractors than those imposed on the Grant Recipient under this Grant Funding Agreement, insofar as they relate to the activities being carried out by that sub-contractors . For the avoidance of doubt, this requirement includes:

4.26.1. ensuring and procuring that a sub-contract includes the rights reserved in the case of an Event of Default as set out at paragraph 25.3 of this Grant Funding Agreement;

4.26.2. ensuring and procuring that, where necessary, a sub-contract is varied to reflect any relevant variation made to the Grant Funding Agreement; and

4.26.3. responsibility for paying the sub-contractor. The Authority has no responsibility for paying Third Party invoices.

4.27. Authority approval, as required under paragraphs 4.24 and 4.25, shall be sought by the issue of a notice in accordance with paragraph 32 (Notices) of this Grant Funding Agreement. Such notice shall include the provision of a business case setting out why the sub-contract is necessary. The Authority's decision shall not be unreasonably delayed.

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

5.1. The Authority 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 (as set out in Annex 2 of these Conditions).

5.2. The items listed in the Grant Cost Model and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:

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

5.2.2. giving evidence to Parliamentary Select Committees;

- 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.5. providing independent, evidence-based policy recommendations to local government, government departments or ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.6. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The Authority may, from time to time, issue further guidance in writing to the Grant Recipient on what constitutes Eligible Expenditure.
- 5.4. The Grant Recipient must only pay those items of Eligible Expenditure which are described in the Grant Cost Model as requiring the Authority's prior approval, after such approval has been given.
- 5.5. The Grant Recipient must not deliberately incur liabilities for Eligible Expenditure in advance of need, nor pay for Eligible Expenditure sooner than the due date for payment.
- 5.6. The Grant Recipient must not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list of Ineligible Expenditure below does not override activities which are deemed eligible in these Conditions:
- 5.6.1. costs incurred in preparing and submitting the Grant Application Documents for the FSO 2024 Grant Competition;
  - 5.6.2. 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;
  - 5.6.3. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
  - 5.6.4. using the Grant to petition for additional funding;
  - 5.6.5. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - 5.6.6. input VAT reclaimable by the Grant Recipient from HMRC;
  - 5.6.7. payments for activities of a political or exclusively religious nature; and
  - 5.6.8. payments reimbursed or to be reimbursed by other public or private sector grants.
- 5.7. Other examples of Ineligible Expenditure which are prohibited include the following:
- 5.7.1. contributions in kind;



- 5.7.2. interest payments or service charge payments for finance leases;
- 5.7.3. gifts;
- 5.7.4. statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
- 5.7.5. 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;
- 5.7.6. bad debts to related parties;
- 5.7.7. payments for unfair dismissal, other compensation or any redundancy costs, which includes, without limitation statutory and contractual redundancy payments and any associated costs;
- 5.7.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 5.7.9. the acquisition or improvement of Assets by the Grant Recipient, unless the Assets are expressly needed to deliver the Funded Activities, and subject to paragraph 18 of these Conditions in the case of Fixed Assets; and
- 5.7.10. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

## **6. GRANT REVIEW**

- 6.1. The Authority will review the Grant at a Governance Board with the Grant Recipient. The frequency of the Governance Board will align with the payment frequency of Grant instalments, as set out at Annex 3, though may be more frequent if reasonably required by the Authority. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs and Key Performance Indicators set out in Annex 6 of these Conditions.
- 6.2. The Grant Recipient will also provide the Authority with its Project Progress Report for review at the Governance Board in such format and containing such information as the Authority may reasonably require, on:
  - 6.2.1. the Grant Recipient's use of the Grant and delivery of the Funded Activities;
  - 6.2.2. the progress made towards achieving the agreed outputs and the defined outcomes set out in Annex 6 of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' performance targets; and
  - 6.2.3. any Assets acquired or improved using the Grant.
- 6.3. Each review at a Governance Board may result in the Authority deciding the following:
  - 6.3.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
  - 6.3.2. there should be an increase or decrease in the Grant for the subsequent Instalment Period;

- 6.3.3. the outputs should be re-defined and agreed;
- 6.3.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
- 6.3.5. the Authority should recover any Unspent Monies;
- 6.3.6. the Grant be terminated in accordance with paragraph 26.11 of these Conditions.
- 6.3.7. a Grant Instalment should or should not be paid;
- 6.3.8. there has been an Event of Default under paragraph 26.1.5; and/or
- 6.3.9. any other action deemed reasonable in the circumstances should be taken.
- 6.4. If the Grant Recipient is required to submit a draft Remedial Action Plan the Remedial Action Plan process set out in paragraph 26.4 to **Error! Reference source not found.** shall apply.
- 6.5. The Grant Recipient may make representations to the Authority regarding the Authority's decision(s) made in accordance with paragraph 6.3. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

## **7. MONITORING AND REPORTING**

- 7.1. The Grant Recipient shall:
  - 7.1.1. 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;
  - 7.1.2. provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement;
  - 7.1.3. attend regular meetings to discuss progress of the Funded Activities;
  - 7.1.4. measure and report on specific outputs in accordance with Annex 6;
  - 7.1.5. comply with the monitoring and reporting requirements contained in this paragraph 7, Annex 6 and elsewhere in this Grant Funding Agreement;
  - 7.1.6. if relevant, provide details of any Assets either acquired or improved using the Grant;
  - 7.1.7. allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and anonymised records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period and for a period of two years after termination or expiry of this Grant Funding Agreement; and

- 7.1.8. record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 7.2. The Grant Recipient will notify the Authority as soon as reasonably practicable of:
- 7.2.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - 7.2.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 7.3. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its Project Progress Reports):
- 7.3.2. that the reports and information it gives pursuant to this paragraph 7 are accurate;
  - 7.3.3. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.3.4. that any data it provided pursuant to the Grant Application Documents 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. Within six months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor, accompanied by the Grant Recipient's annual audited accounts.
- 8.2. The Authority may, at any time during and up to two years after the end of the Funding Period, conduct additional audits and reviews of the delivery and performance of the Funded Activities and/or request or ascertain additional information related to the Funded Activities or the performance of this Grant Funding Agreement where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority and/or its Representatives full access, as required, to all Funded Activities sites, accounts and relevant records. The Authority may take copies of such accounts and records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with Third Parties used to perform Funded Activities.
- 8.3. If the Authority reasonably requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within five (5) Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient shall:
- 8.4.1. nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
  - 8.4.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

- 8.4.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5. The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt expenditure of the Grant monies received by it. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure or income generated by the Funded Activities during the Funding Period for a period of seven years from the date on which the Funding Period ends.
- 8.6. The Grant Recipient shall ensure that all Third Parties used to perform Funded Activities retain each record, item of data and document relating to the Funded Activities for a period of seven years from the date on which the Funding Period ends.
- 8.7. The Grant Recipient will promptly provide revised forecasts of expenditure:
- 8.7.1. in the Finance Reports;
  - 8.7.2. when these forecasts increase or decrease by more than 15% of the original expenditure forecasts; and/or
  - 8.7.3. promptly at the request of the Authority.

#### **Compliance Requirements for Registered Companies and Charities**

- 8.8. Where the Grant Recipient is registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates required by Law.
- 8.9. Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.
- 8.10. The Grant Recipient shall provide the Authority with copies of their annual return, accounts and charity annual return (as applicable) within five (5) Working Days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with paragraphs 8.8 or 8.9 of these Conditions the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 26.1.1 of these Conditions.

#### **9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, 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 but not limited to 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 shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. The Grant Recipient must notify the Authority of all cases of fraud or theft (whether proven or suspected) relating to the Funded Activities as soon as they are identified. The Grant Recipient

shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation and assist the Authority in any investigations it initiates. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.

- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address 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 includes what the Grant Recipient, acting with due care, should have suspected taking into account the reasonable skill and care of the Grant Recipient in addition to proven financial irregularity.
- 9.5. 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 HMRC.
- 9.6. For the purposes of paragraph 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.
- 9.7. The Grant Recipient will notify the Authority 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 or officers or volunteers relating to financial irregularity, bribery, corruption, and fraud.

## **10. CONFLICTS OF INTEREST**

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding 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 paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information

belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.

11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:

11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;

11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority 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

11.3.3. where disclosure is required by Law, including under the Information Acts.

11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

12.1. The Grant Recipient acknowledges that, in accordance with the Government's transparency principles, details of any Authority financial transaction over £25,000 will be published, including transactions associated with this Grant. The £25,000 threshold for publication may be changed at any time.

## **13. STATUTORY DUTIES**

13.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.

13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

13.4. The Grant Recipient acknowledges that the Authority, 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 the Grant Funding Agreement without consulting the Grant Recipient.

- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

## **14. DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.

**[NOTE: THE AUTHORITY RESERVES THE RIGHT TO AMEND ANY PROVISIONS OF THE GRANT FUNDING AGREEMENT RELATING TO DATA PROTECTION IF REQUIRED FOLLOWING SELECTION OF THE SUCCESSFUL APPLICANT]**

- 14.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 14 and Part 2 of Annex 8.
- 14.3. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate Independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
  - (ii) will be individually and separately responsible for its own compliance with the Information Commissioner's Office's Code of Practice for data sharing and Data Protection Legislation; and
  - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.4. Each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

### **Public Procurement**

- 14.5. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.6. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

## **15. SUBSIDY CONTROL**

- 15.1. The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies.
- 15.2. The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.
- 15.4. The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain, non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity.

## **16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Intellectual Property 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. Any such consent may be subject to such conditions that the granting Party requires.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 16.3. Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software and other IPR used in the Funded Activities.



## **17. ENVIRONMENTAL REQUIREMENTS**

- 17.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

## **18. ASSETS**

### **Inventory of the Assets**

18.1.

The Grant Recipient shall agree in advance with the Authority any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding £5,000 and must keep a register of all Fixed Assets acquired or improved using the Grant paid for the Funded Activities.

- 18.2. Assets purchased or improved with Grant funding must only be used for delivery of the Funded Activities.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
  - 18.3.1. date of acquisition or improvement;
  - 18.3.2. description of the Asset;
  - 18.3.3. cost, net of recoverable VAT;
  - 18.3.4. location of the Asset;
  - 18.3.5. serial or identification numbers;
  - 18.3.6. location of the title deeds;

18.3.7. date of any Disposal;

18.3.8. depreciation/amortisation policy applied;

18.3.9. proceeds of any Disposal net of VAT; and

18.3.10. the identity of any person to whom the Asset has been transferred or sold.

18.4. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in 18.3.1-18.3.10 for any additional items which the Authority considers material to the overall Grant.

18.5. Notwithstanding anything to the contrary in paragraphs 18.1 and 18.3, the Authority may determine in writing, on a case by case basis, that certain Fixed Asset types do not need to be recorded on the register or that certain particulars about a Fixed Asset do not need to be shown on the register.

#### **Disposal of Asset**

18.6. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owing Period.

18.7. Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

18.8. The Grant Recipient must not Dispose of any Assets set out in the register of Fixed Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

18.9. If the Grant Recipient disposes of any Asset, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that were funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:

18.9.1. the sale of the Assets takes place after the end of the Asset Owing Period;

18.9.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or

18.9.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

18.10. The Grant Recipient shall adhere to the Authority's guidance on achieving, and what constitutes, market price for any Asset Disposal. Where the exclusions in 18.9.1, 18.9.2, or 18.9.3 do not apply the Grant Recipient shall hold any residual proceeds from the Disposal of any Asset on trust for the Authority and return this to the Authority at the end of the Grant Funding Agreement.

18.11. If:

18.11.1. the Grant Recipient wishes to Dispose of an individual Asset with a value of £5,000 or less; and

18.11.2. the Grant Recipient has Disposed of individual Assets of the same or similar type to the individual Asset in 18.12.1; and

18.11.3. the cumulative value of the individual Assets in 18.12.1 and 18.12.2 is over £5,000, then the Grant Recipient must obtain the prior written consent of the Authority to the Disposal in 18.11.1.

### **Charging of any Asset**

18.12. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

## **19. INSURANCE**

19.1. The Grant Recipient will during the term of the Funding Period and for six years after termination or expiry of the Funding Period, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding 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 the Grant Funding Agreement.

19.2. The Grant Recipient will upon request produce to the Authority 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.

## **20. ASSIGNMENT**

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

## **21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

21.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.

21.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives to secure value for money.

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

22.1. The Grant Recipient must obtain prior written consent from the Authority before:

22.1.1. writing off any debts or liabilities;

22.1.2. offering to make any Special Payments; or

22.1.3. giving any gifts,

in connection with this Grant Funding Agreement.

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

### **23. BORROWING**

23.1. The Grant Recipient must obtain prior written consent from the Authority before:

23.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; or

23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

### **24. PUBLICITY**

24.1. Subject to any information that is exempt from disclosure under the Information Acts being redacted, the Grant Recipient gives consent to the Authority 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 Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.1.2 of these Conditions.

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

24.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time. The Grant Recipient will provide any statistics, performance indicators or other monitoring related to the Funded Activities to the Authority before including them in any Publication.

24.4. The Grant Recipient will acknowledge the Grant in its annual report and accounts, including acknowledgement of the Authority as the source of the Grant, and will show the Grant Recipient's related expenditure as a restricted fund under the Funded Activities in the Grant Recipient's annual accounts.

24.5. Subject always to paragraph 16.1, if the Authority has provided its consent to use of its name and/or logo by the Grant Recipient and the Grant Recipient uses the Authority's name and/or logo, the Grant Recipient will comply with all branding guidelines issued by the Authority from time to time.

### **25. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

- 25.1. The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 25.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

**26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

**Events of Default**

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
- 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
  - 26.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
  - 26.1.3. where delivery of the Funded Activities does not start on the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
  - 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
  - 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and, in particular, with meeting the agreed outputs or Key Performance Indicators set out in Annex 6;
  - 26.1.6. the Grant Recipient fails to:
    - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4 or paragraph 6.3.4; or
    - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
  - 26.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
  - 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
  - 26.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.14 and/or accepts Match Funding not approved by the Authority, in accordance with paragraph 4.21;
  - 26.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;

- 26.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant Application Documents or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 26.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
- 26.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority;
  - (ii) taken any actions which unfairly brings or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
  - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.14. 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);
- 26.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 26.1.16. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol;
- 26.1.17. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations (including under the Trade and Cooperation Agreement);
- 26.1.18. 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 its Representatives in accordance with paragraph 32.1.2;

26.1.19. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

- (i) will be materially detrimental to the Funded Activities and/or;
- (ii) would result in the Grant Recipient or new body corporate not meeting the Eligibility Criteria; and/or
- (iii) would raise national security concerns; and/or
- (iv) would change the nature of the Funded Activities because the Grant Recipient or new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

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

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

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

- 26.3.1. terminate the payment of Grant or suspend it for such period as the Authority shall determine;
- 26.3.2. reduce the Maximum Sum, in which case the payment of Grant shall thereafter be made in accordance with the reduction and the reduction shall be notified to the Grant Recipient;
- 26.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;
- 26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.4 to **Error! Reference source not found.**; and/or
- 26.3.5. terminate the Grant Funding Agreement.

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

26.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within five (5) Working Days of the Grant Recipient receiving notice from the Authority.

26.5. The draft Remedial Action Plan shall set out:

26.5.1. full details of the Event of Default; and

26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.7. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the

reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 26.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 26.10. If an Event of Default occurs under paragraph 26.1.5 and the Event of Default is capable of remedy, the Authority will give the Grant Recipient an opportunity to remedy that Event of Default in accordance with paragraphs 26.4 to 26.9 before exercising its rights under paragraph 26.3.1 and paragraph 26.3.5. This paragraph 26.10 will not apply if the Event of Default reoccurs.

### **Termination for convenience**

- 26.11. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 26.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least 3 months' written notice to the other Party.
- 26.12. If the Authority terminates the Grant Funding Agreement in accordance with paragraph 26.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. The reasonable costs must be Eligible Expenditure, approved by the Authority and not already covered by an advance payment from the Authority. For the avoidance of doubt, the amount of reasonable costs will be determined solely by the Authority.

### **General termination and expiry provisions**

- 26.13. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor or supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities, including any redundancy or related costs.
- 26.14. Any provision of this Grant Funding Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Grant Funding Agreement shall remain in full force and effect, including paragraphs 2, 4.9, 4.10, 4.15 to 4.19, 4.22, 5, 8.2 to 8.6, 9 to 12, 13.2 to 13.5, 14 to 16, 18 to 24, 26 to 31, 33 and 34.

### **Change of Control**

- 26.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.



- 26.17. Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification obligations under paragraph 26.15 shall include any Change of Control affecting any consortium member.
- 26.18. In the case of an Event of Default relating to Change of Control under paragraph 26.1.19, the Authority shall only be entitled to exercise its rights under paragraph 26.1 where it provides the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- 26.18.1. being notified by the Grant Recipient in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- 26.18.2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred.
- 26.19. In the case of an Event of Default relating to Change of Control under paragraph 26.19 the Authority shall not be entitled to exercise its rights under paragraph 26.3 where approval was granted prior to the Change of Control.

## **27. TUPE/ STAFF TRANSFER EMPLOYMENT PROVISIONS**

- 27.1. The Grant Recipient agrees that if the Employment Regulations apply in respect of this Grant Funding Agreement on the commencement of the Funded Activities, then it shall comply with its obligations arising under the Employment Regulations and shall indemnify the Authority and/or any Former Grant Recipient for any loss arising from any failure so to comply.
- 27.2. The Authority will use reasonable endeavours to procure that the Former Grant Recipient shall comply with its or their obligations under the Employment Regulations and indemnify and keep indemnified the Grant Recipient for any Loss arising from acts or omissions occurring before the date of the Relevant Transfer in relation to Transferring Former Grant Recipient Employees.
- 27.3. The Authority will use reasonable endeavours to procure that if the Former Grant Recipient fails to identify someone who claims or is determined to be a Transferring Former Grant Recipient Employee, but who was not listed as such, that the Former Grant Recipient shall indemnify and keep indemnified the Grant Recipient for any resulting Loss including any Loss arising from the dismissal of such employee.
- 27.4. The Grant Recipient agrees that no later than 12 months prior to the expiry or termination of this Grant Funding Agreement and thereafter at intervals stipulated by the Authority (not to be more frequent than every 30 days), the Grant Recipient shall fully and accurately disclose to the Authority all staffing information reasonably required by the Authority including, but not limited to, the total number of staff assigned for the purposes of the Employment Regulations to the Funded Activities. This shall include, where relevant, the staff of any sub-contractor engaged by the Grant Recipient to deliver the Funded Activities (or part of the Funded Activities). For each person so identified, the Grant Recipient shall provide, in a suitably anonymised format so as to comply with the Data Protection Legislation, details of:
- 27.4.1. the activities they perform;
- 27.4.2. amount of working time assigned to the Funded Activities;
- 27.4.3. date of birth;
- 27.4.4. start date;
- 27.4.5. length of continuous service;

- 27.4.6. place of work;
  - 27.4.7. notice period;
  - 27.4.8. employment status;
  - 27.4.9. identity of employer;
  - 27.4.10. redundancy pay entitlement;
  - 27.4.11. salary, benefits and pension entitlements;
  - 27.4.12. any applicable collective agreement;
  - 27.4.13. copies of all relevant employment contracts and related documents; and
  - 27.4.14. all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.
- 27.5. The Grant Recipient warrants the accuracy of the information provided under this paragraph 27 and will notify the Authority of any changes to the information as soon as reasonably possible. The Grant Recipient consents to the Authority sharing the information provided under this clause to any prospective Replacement Grant Recipient.
- 27.6. In the 12 months before the expiry of this Grant Funding Agreement, the Grant Recipient shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):
- 27.6.1. change the identity and number of staff assigned to the Funded Activities other than in the ordinary course of business;
  - 27.6.2. amend or vary the terms and conditions of employment or engagement of any staff assigned to the Funded Activities other than in the ordinary course of business; and/or
  - 27.6.3. terminate or give notice to terminate the employment or engagement of any staff assigned to the Funded Activities (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).
- 27.7. The Grant Recipient shall comply with all its employment obligations up to the date of a Relevant Transfer including, but not limited to, the payment of all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which are attributable in whole or in part to the period ending on (but not including) the date of a Relevant Transfer) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Grant Recipient; and (ii) the Replacement Grant Recipient.
- 27.8. The Grant Recipient will co-operate with the Authority in respect of any exit transition arrangements by allowing any Replacement Grant Recipient to communicate with and meet the affected employees or their representatives.

- 27.9. The Grant Recipient will indemnify the Authority and/or any Replacement Grant Recipient against any claim, losses, liability, expense or demand whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising from:
- 27.9.1. its failure to comply with the provisions of this clause; and/or
  - 27.9.2. any claim by any employee or person claiming to be an employee (or their employee representative) of the Grant Recipient, and/or any sub-contractor of the Grant Recipient, which arises or is alleged to arise from any act or omission by the Grant Recipient, and/or any sub-contractor of the Grant Recipient, before but not including the date of a Relevant Transfer; and/or
  - 27.9.3. the Grant Recipient failing to identify, on the list of its employees who are expected to transfer to a Replacement Grant Recipient under the Employment Regulations, provided immediately prior to transfer, any employee who later claims or is determined to have transferred to a Replacement Recipient under the Employment Regulations, the Grant Recipient shall indemnify any Replacement Recipient and/or the Authority for any resulting Loss, including any Loss arising from the dismissal by the Replacement Recipient and/or the Authority of such employee.
- 27.10. The provisions of this paragraph 27 apply during the term of this Grant Funding Agreement and indefinitely after it terminates or expires.
- 27.11. Notwithstanding any other provisions of this Grant Funding Agreement, for the purposes of this clause the relevant third party shall be able to enforce its rights under this paragraph 27, but their consent will not be required to vary these clauses as the Authority and the Grant Recipient may agree.

## **28. EXIT AND EXIT PLAN**

- 28.1. The Grant Recipient shall comply with the Exit requirements as set out under the provisions of Annex 9.

## **29. DISPUTE RESOLUTION**

- 29.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 29.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Funding Agreement ) shall be referred in the first instance to a formal meeting between the Grant Manager and the Grant Recipient's contact named in Annex 7 (or their replacement, as may be notified to the Authority).
- 29.3. If the dispute cannot be resolved within a maximum of thirty (30) Working Days of the meeting referred to at paragraph 29.2 then the matter will be escalated to a formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

## **30. LIMITATION OF LIABILITY**

- 30.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority and its Representatives with respect to all actions, claims, charges,

demands, Losses and proceedings suffered or incurred by the Authority 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 obligation(s) of the Grant Recipient under this Grant Funding Agreement, or (iii) the performance or non-performance of any obligation of the Grant Recipient to any Third Party.

30.2. Subject to this paragraph 30, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

### **31. VAT**

31.1. The FSO 2024 Grant will be awarded on the basis that the costs presented to the Authority take account of all VAT liabilities. If it is later found that the costs of the Funded Activities increase because an error has been made about whether VAT can be recovered, the Authority will not increase the FSO 2024 Grant to cover this. If the Applicant is, after all, able to recover VAT, which it had included in the costs of the Funded Activities put forward to the Authority, the Applicant will be liable to repay all or some of the amount it recovers, to the Authority.

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

32.1. The Grant Recipient:

32.1.1. acknowledges that by signing the Grant Funding Agreement it agrees to take account of 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;

32.1.2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct;

32.1.3. acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.18.

### **33. NOTICES**

33.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when left at the address or transmitted, as appropriate (except that if left/transmitted on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed to have been given at 9.00 am 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.

### **34. GOVERNING LAW**

34.1. The Grant Funding Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including

non-contractual disputes or claims) arising out of or in connection with this Grant Funding Agreement or its subject matter or formation.

**35. CHANGES TO THIS GRANT FUNDING AGREEMENT**

35.1. Either Party can request a variation to the terms of this Grant Funding Agreement. Any such variation is only effective if agreed in writing and signed by authorised representatives of both Parties. The Authority is not required to accept a variation request made by the Grant Recipient.

**SIGNED by:** .....  
**Signature**

**[insert authorised signatory's name]** .....  
**Title**  
for and on behalf of the .....  
**SECRETARY OF STATE FOR** **Date**  
**WORK AND PENSIONS**

**SIGNED by** .....  
**Signature**

**[insert authorised signatory's name]** .....  
**Title**  
for and on behalf of **[insert name of Recipient]** .....  
**Date**

ANNEX 1 – GRANT FUNDING LETTER AND GRANT APPLICATION  
PART A - GRANT FUNDING LETTER



Department  
for Work &  
Pensions

Department for Work and Pensions  
Caxton House  
Tothill Street  
London SW1H 9NA

[Date]

[Grant Recipient's address]

Dear [Name],

**Future Support Offer 2024 Grant Competition**

1. Congratulations on your successful application in the above competition.
2. We enclose a signature version of the Grant Funding Agreement. Capitalised terms used but not otherwise defined in this letter shall have the meaning given in the Grant Funding Agreement.
3. **[Drafting note: optional paragraph – see paragraph 2.2 of the Grant Competition Specification]**  
[In line with communications between you and us prior to us sending this letter, we have updated certain references to Future Support Offer 2024 in the Grant Funding Agreement as appropriate to [Insert revised name].]

**Accepting the offer / conditions**

4. This grant offer is made on the terms in the Grant Funding Agreement provided with this letter. Please confirm your organisation's acceptance of this grant offer by arranging for an authorised individual at your organisation to sign the Grant Funding Agreement on page [34] before returning it to [Name and address of Authority's nominated officer].

**[Conditions precedent]**

5. **[Drafting note: space for Authority to set out any conditions precedent where relevant]**

**[Approved members]**

6. **[Drafting note: where the Grant Recipient has applied as part of a consortium/partnership arrangement, space for Authority to set out approved members – see paragraph 4.23 of the Grant Funding Agreement]**

**Contact points and questions**

7. The Director of UC Programme External Affairs, Strategic Design and Planning will be responsible for paying you the Grant and for monitoring your compliance with the Grant Funding Agreement.
8. The person monitoring delivery from within the Department of Work and Pensions will be line managed by the Director of UC Programme External Affairs, Strategic Design and Planning. Full contact details are provided in Annex 7.
9. Should you have any questions about any of the matters mentioned in this letter, please feel free to email **[Email address of Authority's nominated officer]**.
10. If you are in doubt about being able to meet any element of the Grant Funding Agreement, you must seek our advice before signature.

Yours sincerely,

**[Name and position of Authority's nominated officer]**

**ANNEX 1**

**PART B – GRANT RECIPIENT’S GRANT APPLICATION FORM**

**[Drafting note: include the Grant Recipient’s application here]**



## ANNEX 2 –THE FUNDED ACTIVITIES

### 1. Background/purpose of the Grant

Universal Credit (UC) is a payment made to help those on low incomes or in search of work. It supports those who can work and cares for those who cannot, while being fair to the taxpayer. It is revolutionising the welfare system by making work pay, and it is transforming lives. People on UC move into work significantly faster and spend more time looking for work. The introduction of UC represents the greatest change to the benefits system since the creation of the welfare state. UC replaces six individual benefits combining these into a single calculated payment, which, unlike legacy benefits, does not penalise a UC recipient for beginning to earn, but instead supports their entry and development in the labour market. Introduced via the Welfare Reform Act 2012, it was rolled out across England, Scotland and Wales on a phased basis, completing in December 2018.

Future Support Offer (FSO) 2024 offers tailored, practical support to help UC Claimants make a new UC claim up to receiving their first full correct payment. It is available online, through web-chat, through a freephone number [To confirm highlighted text with successful applicant]. Accessing FSO 2024 support is completely voluntary.

The purpose of the Grant is to help an independent organisation provide holistic support for UC Claimants making their first claim. The Authority would like Grant Recipients to prioritise UC Claimants who are reluctant to engage with Jobcentres (and who may require support), so that they can access money, advice and support that enables them to get the right UC payment, manage their money, pay their bills on time and prioritise their rent payments.

FSO 2024 aims to bring eligible UC Claimants into the UC journey earlier, by providing trusted support to help them make their claim, and by reaching those who would not otherwise contact DWP for support in the first instance.

Where UC Claimants need wider money advice or debt support [insert name of Grant Recipient] will signpost or refer UC Claimants to expert services or other local expert organisations.

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

Anyone who requires support to make a new UC claim can access FSO 2024. FSO 2024 can be accessed at any time until the first full correct payment of UC is in place.

FSO 2024 supports people to get ready for their first payment - this includes understanding how UC payments work, preparing for the practicalities of UC (including changes to direct debit dates, collecting suitable evidence required to make a claim) and where needed, applying for additional financial easements and adaptations available within UC.

FSO 2024 is free, confidential, independent and impartial support provided by trained advisers from [insert name of Grant Recipient]

### 3. Funded Activities

The Grant Recipient will:

- i. Design and implement support based on the need of UC Claimants at either national, local and/or community based level;

- ii. Provide support for UC Claimants to understand eligibility to UC, taking full account of the circumstances of UC Claimants, to help them understand if UC is the right benefit for them, including variations to the rules and regulations across England, Scotland and Wales;
- iii. Provide support for UC Claimants to make a new UC claim, either through the on-line UC claim process or the UC non-digital claim process where appropriate, up until their first full correct payment;
- iv. Encourage and promote self-service using the UC online channel, whilst demonstrating that the most vulnerable and hardest to help UC Claimants who may have more than one issue are fully supported (and referred effectively to other provision);
- v. Support UC Claimants to provide the evidence needed to make a new claim to UC;
- vi. Ensure the support is available to UC Claimants making a new claim to UC from different demographic-based claimant groups including employed/unemployed, those with a disability or health condition, different ages and UC Claimants who have never interacted with the benefits system before;
- vii. Provide accessible support through telephony and digital channels (including webchat);
- viii. Support UC Claimants with understanding how UC works;
- ix. Provide support through telephony and digital channels (including webchat) to eligible UC Claimants who request support from the Grant Recipient irrespective of how the UC Claimant contacts the Grant Recipient;
- x. Maximise the FSO 2024 Grant funding to deliver high quality support across England, Scotland and Wales, that demonstrates value for money through vigorous performance management via the collation and monitoring of management information (see Annex 6 Agreed Outputs and Long Term Outcomes);
- xi. Provide a quality assurance process, using recognised industry standard quality methodologies (or equivalent), and report quality to the Authority (see Annex 6 Agreed Outputs and Long Term Outcomes);
- xii. Provide management information to the Authority which focuses on the quantitative and qualitative FSO 2024 outcomes (see Annex 6 Agreed Outputs and Long Term Outcomes);
- xiii. Provide national coverage across all localities, in England, Scotland and Wales (including capability to support Welsh speaking UC Claimants), with a consistent and high quality of support, irrespective of the location;
- xiv. Seek out opportunities to continuously improve the FSO 2024 design and delivery, generating innovative ideas to maximise the effectiveness of the Funded Activities and will agree their deployment and evaluation with the Authority;
- xv. Market the Funded Activities across all localities in England, Scotland and Wales, improving its reach into the community by targeted marketing to increase awareness of the FSO 2024;

- xvi. Have a reach in the community beyond the Authority with the ability to reach UC Claimants, including engaging with partner organisations to achieve that;  
1.
- xvii. Have a process by which the Authority and other support organisations can refer eligible people to FSO 2024 support, which tracks the person through their support;
- xviii. Demonstrate and establish effective partnership working and strong links with the ability to co-ordinate with a range of relevant expert organisations providing support and advice in relation to social welfare. This includes organisations providing support with drugs, alcohol, mental and physical health issues and debt advice as well as housing and social care;
- xix. Establish a relationship with the Authority and each Jobcentre District in England, Scotland and Wales and Jobcentres within those Jobcentre Districts, that enables any operational issues to be escalated and resolved, whether from the Authority or the Grant Recipient, including identifying where UC Claimants need immediate support from the local Jobcentre and having a process in place to offer that support;
- xx. Provide the necessary technical infrastructure to support their delivery of the FSO 2024;
- xxi. Have business continuity plans to ensure continuity of the FSO 2024 in the event that UC Claimants are unable to access a channel of, or any element of the FSO 2024, including arrangements for reporting service outages to the Authority;
- xxii. Have a system for creating and maintaining client records, including recording client details, contact, referral source and outcome;
- xxiii. Provide qualitative and quantitative data and user research to continuously improve the user experience and regularly report a clear set of outcomes to demonstrate benefits (financial and non-financial);
- xxiv. Provide and report on Key Performance Indicators (KPI), Performance Indicators (PI) and management information (MI) as specified in Annex 6 Agreed Outputs and Long Term Outcomes;
- xxv. Provide telephony access to the FSO 2024 only via freephone number(s);
- xxvi. Offer adviser support (e.g. telephony and digital (including webchat) during normal business hours at least through the following hours: 09:00 – 17:00 Monday to Friday and ensure UC Claimant(s) can still access support outside of those hours, e.g. via a webpage;
- xxvii. Demonstrate financial competence and provide regular and thorough financial reporting (see Annex 6 Agreed Outputs and Long Term Outcomes);
- xxviii. Not facilitate fraudulent claims for UC and/or fraudulent reporting of change(s) in circumstances;
- xxix. Have a sound administration and audit process, including internal financial controls, appropriate to their type of organisation to safeguard against fraud, theft, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant, including reporting any instances to the Authority. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that administration and audit process;

- xxx. Work with the Authority to complete a Fraud Risk Assessment for the FSO 2024 Grant, including regular reviews as required by the Authority;
- xxxi. Have accounting and finance controls and processes in place to track and report to the Authority how the FSO 2024 Grant is being spent;
- xxxii. Undertake and participate in evaluation of the FSO 2024 as specified by the Authority producing a Mid-Year Evaluation Report and End-of-Year Project Report, as set out in Annex 6 Agreed Outputs and Long Term Outcomes;
- xxxiii. Ensure that all advisers whether paid or voluntary have passed a Disclosure and Barring Service (DBS) check and a full audit of this is maintained and is accessible, and is available to the Authority on request; and
- xxxiv. Confirm they have a satisfactory child protection policy.

4. **Project plan and key milestones 2024/25**

**[This will be populated before the Grant Funding Agreement is signed]**

### ANNEX 3 – PAYMENT SCHEDULE

The following definitions shall apply in this Annex 3 in addition to the definitions contained in paragraph 2 of the Conditions (Definitions):

**Authority Payment Date** means the date on which the Authority is scheduled to make a payment in respect of an Instalment Period.

**Grant Claim/Finance Report Deadline** means the deadline by which the Grant Recipient must submit its Grant Claim for an Instalment Period, together with a Finance Report.

**Maximum Amount** means the maximum amount of funding available for an Instalment Period.

**Surplus** means:

the Maximum Amount for the Instalment Period being considered

less

the actual amount requested by the Grant Recipient and paid by the Authority in respect of that Instalment Period.

#### 1. Payment schedule:

**[Drafting note: the Authority will populate this table prior to signature of the Grant Funding Agreement. This will apply if the Grant is payable on a monthly in arrears basis]**

Instalment Period	Grant Claim/Finance Report Deadline	Authority Payment Date	Maximum Amount


2. Subject to paragraph 3 of this Annex 3, if, in respect of any Instalment Period, the actual amount requested by the Grant Recipient and paid by the Authority is less than the Maximum Amount for that Instalment Period, the Maximum Amount payable by the Authority for the next Instalment Period will be deemed to have increased by the amount of the Surplus.
3. Paragraph 2 of this Annex 3 shall not operate to increase the Maximum Amount for an Instalment Period by any Surplus relating to a different Financial Year.
4. **[Drafting note: the Authority will, at its absolute discretion, select one of the following options prior to signature, depending on its decision on whether to pay monthly in arrears or quarterly in advance]**

[The amount of Grant funding that the Grant Recipient can request in a Grant Claim depends on the Eligible Expenditure incurred for the relevant Instalment Period, but cannot exceed the Maximum Amount for that Instalment Period as increased by any Surplus.]

[The amount of Grant funding that the Grant Recipient can request in a Grant Claim depends on the Eligible Expenditure anticipated for the relevant Instalment Period, but cannot exceed the Maximum Amount for that Instalment Period as increased by any Surplus.]

**5. Approved Match Funding:**

<b>PERIOD (EQUIVALENT TO INSTALMENT PERIOD)</b>	<b>TOTAL MATCH FUNDING RECEIVED</b>	<b>MATCH FUNDING PAYMENT DATE(S)</b>





**Part 4: Authorised signatories**

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

Name		Name	
Position in the organisation		Position in the organisation	
Signature		Signature	
Date		Date	

**Part 5: Grant recipient declaration**

To be completed by the person who signed the Grant Letter/ Grant Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

Name	Signature <i>(the person who signed the agreement)</i>
Date	

Return this form to the address indicated in the Grant Letter, alongside a signed Grant Funding Agreement.

**General Data Protection Regulation (2018):** The information on this form will be recorded on the Authority's computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.

**ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE / GRANT COST MODEL  
TO BE TREATED AS COMMERCIALY SENSITIVE**

[Insert Grant Cost Model]

## ANNEX 6 – AGREED OUTPUTS AND LONG-TERM OUTCOMES

The Grant Recipient shall report on and deliver the Funded Activities in accordance with the outcomes below:

### PART 1

#### A) Agreed Outputs

1. **Provide quality FSO 2024 support** – how the Grant Recipient will measure, monitor and assure quality in terms of both Universal Credit (“UC”) Claimant(s) outcome and case administration, and the quality level they expect to be able to deliver;
2. **Demonstrate Customer Satisfaction with FSO 2024 support** – how the Grant Recipient will measure, monitor and assure Customer Satisfaction, and the Customer Satisfaction level they expect to be able to deliver;
3. **Demonstrate financial and non-financial benefit of FSO 2024 support and advice** – how the Grant Recipient will measure the financial and non-financial benefit of the FSO 2024 support and advice they provide to individuals;
4. **Demonstrate the value and benefit to society of FSO 2024 support and advice** – how the Grant Recipient will measure the value and benefit to society of the FSO 2024 support/advice they provide;
5. **Understand more about overall use of the FSO 2024 Grant** – how the Grant Recipient will provide the management information specified in the ‘Table of Outcomes’ in this Annex 6, including any additional management information that they think will help in understanding more about the overall use of the FSO 2024 Grant;
6. **Understand more about how specific groups use and benefit from the Funded Activities** – how the Grant Recipient will provide the management information specified in the ‘Table of Outcomes’ in this Annex 6, including any additional management information that they think will help in understanding more about how specific groups use and benefit from the Funded Activities.

#### B) Table of Outcomes - FSO 2024

The Grant Recipient will deliver the Funded Activities in accordance with the outcomes in the table below. The Grant Recipient shall report on the following outcomes at the frequency set out below:

Outcome description	Frequency of Reporting (annually/quarterly/monthly/other)
Provide quality FSO 2024 support	<ul style="list-style-type: none"> <li>• Monthly;</li> <li>• Quarterly; and</li> </ul>

Outcome description	Frequency of Reporting (annually/quarterly/monthly/other)
<p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority.]</b></p>	<ul style="list-style-type: none"> <li>• Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>
<p>Providing quality FSO 2024 support</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of providing quality FSO 2024 support:]</b></p> <ul style="list-style-type: none"> <li>• Number of advisers delivering FSO 2024.</li> </ul>	<ul style="list-style-type: none"> <li>• Quarterly</li> </ul>
<p>Providing quality FSO 2024 support</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of providing quality FSO 2024 support:]</b></p> <ul style="list-style-type: none"> <li>• Regular reporting on telephony performance, broken down by: <ul style="list-style-type: none"> <li>• Total number of calls to FSO 2024 Line</li> <li>• Number of calls offered to FSO 2024 Line</li> <li>• Percentage of calls answered</li> <li>• Percentage of calls answered within 20 seconds</li> <li>• Average speed of answer</li> <li>• Number of abandoned calls (including breakdown by occurrence point).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Monthly;</li> <li>• Quarterly; and</li> <li>• Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>
<p>Demonstrating customer satisfaction with FSO 2024 support</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of customer satisfaction with FSO 2024 support:]</b></p> <ul style="list-style-type: none"> <li>• Percentage of customers satisfied with FSO 2024 support overall;</li> <li>• Percentage of customers satisfied with ease of access to FSO 2024 support; and</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly;</li> <li>• Quarterly; and</li> <li>• Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>

Outcome description	Frequency of Reporting (annually/quarterly/monthly/other)
<ul style="list-style-type: none"> <li>Percentage of customers who would recommend the FSO 2024 support.</li> </ul>	
<p>Understanding more about overall use of the FSO 2024</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of understanding more about the overall use of the FSO 2024]:</b></p> <p>Management information: Number of customers helped, broken down by channel and referral route; and</p> <ul style="list-style-type: none"> <li>Advice area enquiries (level of support/service element) and average number of issues per customer.</li> </ul>	<ul style="list-style-type: none"> <li>4-Weekly;</li> <li>Quarterly; and</li> <li>Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>
<p>Understanding how specific groups use the FSO 2024</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of understanding how specific groups use the FSO 2024]:</b></p> <ul style="list-style-type: none"> <li>Management information: Breakdown of profile of customers helped, broken down by age, gender, and ethnicity; and</li> <li>At least one case study which focuses on how the Grant Recipient is helping customers, particularly customers in vulnerable circumstances.</li> </ul>	<ul style="list-style-type: none"> <li>Monthly;</li> <li>Quarterly; and</li> <li>Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>
<p>Understanding how specific groups use the FSO 2024</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of understanding how specific groups use the FSO 2024]:</b></p>	<ul style="list-style-type: none"> <li>Monthly;</li> <li>Quarterly; and</li> <li>Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>

Outcome description	Frequency of Reporting (annually/quarterly/monthly/other)
<ul style="list-style-type: none"> <li>Speed of support (including average length of contact) broken down by -               <ul style="list-style-type: none"> <li>Telephone</li> <li>Webchat</li> <li>Other</li> <li>Post contact work Reported by Customer/Conditionality Group.</li> </ul> </li> <li>All Customers broken down by Conditionality Group.</li> </ul>	
<p>Financial and non-financial benefit of FSO 2024 support and advice</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of financial and non-financial benefit of FSO 2024 support and advice]:</b></p> <ul style="list-style-type: none"> <li>financial gain for customers, with clear demonstration of link to the FSO 2024; and</li> <li>non-financial benefits for customers with clear demonstration of link to the FSO 2024.</li> </ul>	<ul style="list-style-type: none"> <li>Quarterly; and</li> <li>Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>
<p>Value and benefit to society of FSO 2024 support</p> <p><b>[Drafting Note: This outcome will be measured by a key performance indicator(s) to be proposed by the Grant Recipient and agreed by the Authority. However, at the minimum the Authority expects the following to be proposed in performance indicators in respect of value and benefit to society of FSO 2024]:</b></p> <ul style="list-style-type: none"> <li>Regular reporting on the value and benefit to society of the FSO 2024 support provided.</li> </ul>	<ul style="list-style-type: none"> <li>Mid-Year Evaluation Report and End-of-Year Project Report</li> </ul>

### C) Reports

- The reporting requirements include the following FSO 2024 Grant governance processes and structures that will be in place between the Authority and the Grant Recipient. Any changes made to these processes and structures by the Authority will be notified to the Grant Recipient.
- The Grant Recipient will use all reasonable endeavours to accommodate any changes required by the Authority to its reporting requirements. Where the Grant Recipient fails to implement the

required changes, the Authority may withhold or suspend FSO 2024 Grant payments or terminate the FSO 2024 Grant Funding Agreement provided that this will only be if escalation routes have failed to resolve any issues arising. One month's notice will be given to the Grant Recipient prior to withholding or suspending any FSO 2024 Grant payments, or terminating this FSO 2024 Grant Funding Agreement.

3. The Grant Recipient will participate in the following activities with the Authority during the FSO 2024 Funding Period:
  - i. Governance Board with the Authority (chair) and the Grant Recipient. The Grant Recipient will present a report focussing on the Grant Recipient's reporting on the performance of the FSO 2024 and delivery against the agreed outcomes and KPIs it sets for itself. This informs the decision on payment of an FSO 2024 Grant instalment. The frequency of the Governance Board will depend on the payment frequency of the FSO 2024 Grant instalments;
  - ii. Monthly Operational meeting with the Authority (chair) and the Grant Recipient - to focus on high level delivery of the FSO 2024;
  - iii. Monthly Finance Control meetings with the Authority and the Grant Recipient to scrutinise the Grant Recipients actual and forecasted FSO 2024 spend;
  - iv. Monthly Control Centre meeting with the Authority (chair), the Grant Recipient and senior Authority operational leaders – to focus on escalated operational issues requiring senior attention;
  - v. Weekly Planning Checkpoint with the Authority (chair) and the Grant Recipient to discuss the FSO 2024 Integrated Delivery Plan;
4. The Grant Recipient will work with the Authority to develop an FSO 2024 Integrated Delivery Plan that will set out the products, activities, dependencies, timescales and owners for delivery of the FSO 2024 throughout the duration of the FSO 2024 Grant;
5. The Grant Recipient shall provide the following pre go-live outputs as part of the Funded Activities:
  - i. An Implementation Plan showing the products, activities, dependencies, timescales and responsibilities required to successfully deliver the Funded Activities from the expected Commencement Date of FSO 2024 Grant Funding Agreement. This plan will be an integrated plan with the Authority activities and progress will be monitored and reported at regular checkpoints with the Authority;
  - ii. A Go-live Readiness Report setting out the Grant Recipient's readiness against a set of predefined go-live readiness criteria that will be provided by the Authority. The Authority will provide the template for this report;
  - iii. The Grant Recipient will work with the Authority to develop a FSO 2024 Integrated Delivery Plan that will set out the products, activities, dependencies, timescales and responsibilities for the delivery of the Funded Activities from the Commencement Date of the FSO 2024 Grant Funding Agreement throughout the duration of the FSO 2024 Funding Period. This will be agreed before the FSO 2024 Grant Funding Agreement commences and will be refreshed at a minimum quarterly through joint planning meetings between the Authority and the Grant Recipient. Progress against the FSO 2024 Integrated Delivery Plan will be monitored at the weekly checkpoint between the Authority and the Grant Recipient;
  - iv. Depending on the payment schedule for the FSO 2024 grant, a Grant Claim for the first grant instalment;
  - v. Receipt of the appropriate 'Table 2 - Grant Forecast Expenditure Template'/Grant Cost Model (budget vs forecast) and declaration of no Duplicate Funding received;
  - vi. An agreed plan for monthly finance discussions between the Authority and the Grant Recipient; and

- vii. Participate in the Joint Governance Board that will take place between the Authority and the Grant Recipient.
6. During the FSO 2024 Funding Period the Grant Recipient will submit the following outputs in accordance with a timeline agreed by the Authority before a decision can be made by the Authority, and subject to the conditions in the FSO 2024 Grant Funding Agreement, on payment of a grant instalment. The frequency and dates will be determined by the payment frequency of the FSO 2024 Grant instalments, set out at Annex 3.

### **Project Progress Report**

7. The Project Progress Report structure and format will be agreed with the Authority and will be a Microsoft PowerPoint document or Adobe PDF document. The following must be contained within the Project Progress Reports:
- i. evidence of completion of, or progress made against, the FSO 2024's objectives, including milestones and FSO 2024 Funded Activities agreed with the Grant Recipient and the outcomes as set out in Annex 6 Part 1 'Table of Outcomes' and all data and evaluation outputs as specified in that table;
  - ii. a breakdown of net expenditure to date including relevant supporting documentation if requested;
  - iii. a breakdown of the current financial position of the Funded Activities, including any anticipated changes to the FSO 2024 Grant Cost Model at Annex 5;
  - iv. if applicable, any change in the nature or scale of the Funded Activities;
  - v. if applicable, any change in the management or staff structure used for the Funded Activities; and
  - vi. if applicable, details of any Assets either acquired or improved using the FSO 2024 Grant.

### **Monthly Reports**

8. The Monthly Report structure and format will be agreed with the Authority and will be a Microsoft PowerPoint document or Adobe PDF document. The following must be contained within the Monthly Reports:
- i. Telephony and digital performance information;
  - ii. Average, longest and shortest time spent with UC Claimant(s) by Customer/Conditionality Group;
  - iii. Breakdown of UC Claimant(s) by Gender, age ethnicity;
  - iv. Breakdown of UC Claimant(s) by income; and
  - v. UC Claimant(s) employment status.

### **Grant Claim and Finance Report**

9. The Grant Claim and Finance Report template will be a Microsoft Excel document and will be provided by the Authority. The Finance Report will be in the FSO 2024 Grant Cost Model template format showing latest actuals vs budget vs forecast along with the amount being requested and a signed declaration by the Finance Director of the Grant Recipient or equivalent on behalf of the head of organisation of the Grant Recipient. The following must be contained within the Grant Claim and Finance Reports:
- i. actual expenditure vs forecast to date and forecast expenditure with an explanation of any variations from the baseline agreed with the Authority at the outset of the FSO 2024 Grant Funding Agreement or the baseline agreed by the Authority at subsequent governance meetings, whichever is the most recent; and
  - ii. the amount of FSO 2024 Grant funding being requested for the payment Instalment Period.



10. The frequency of the Grant Claim and Finance Report will be determined by the payment frequency of grant instalments, as set out in Annex 3.

### **Monthly finance discussions**

11. Monthly finance discussions between the Authority and the Grant Recipient to discuss:
  - i. actual expenditure vs forecast to date and forecast expenditure with an explanation of any variations from the baseline agreed with the Authority at the outset of the FSO 2024 Grant Funding Agreement or the baseline agreed by the Authority at subsequent governance meetings, whichever is the most recent.

### **Mid-Year Evaluation Report:**

12. In each Funding Year, the Grant Recipient shall submit a Mid-Year Evaluation Report in accordance with a timeline and format agreed with the Authority.

### **End-of-Year Project Report:**

13. For each Funding Year, the Grant Recipient shall submit an End-of-Year Project Report, no later than three (3) months after the end of the Funding Year, in accordance with a timeline and format agreed with the Authority. The End-of-Year Project Report should include (in respect of the Funding Year to which it relates):

- i) a full financial statement detailing the use of the Grant;
- ii) a discussion of lessons learned and assumptions made in the course of delivering the Funded Activities;
- iii) an overview of any changes made to the Funded Activities from inception to completion, with explanations of why changes were made;
- iv) a summary of progress made towards achieving the agreed outcomes in the 'Table of Outcomes' set out above (Annex 6, Part 1, B);
- v) a final evaluation of the Funded Activities; and
- vi) any other areas reasonably required by the Authority.

### **Ad hoc reporting:**

14. The Grant Recipient will provide to the Authority, in a timely manner, any data collected during the Funding Period that is reasonably requested on an ad hoc basis.

15. The Grant Recipient will ensure senior executives attend quarterly ministerial meetings to present and report on Funded Activities progress, if required by the Authority.

## **PART 2**

### **Key Performance Indicators**

1. Performance and quality will be measured through the use of Key Performance Indicators covering 'Quality' and 'Customer Satisfaction' and through the reporting of additional Performance Indicators (see below at Part 3, Annex 6). The Grant Recipient has agreed to report against these as per the 'Table of Outcomes' set out above (Annex 6, Part 1, B) at the frequency specified in that table.

2. The Key Performance Indicators are:

**KPI 1 – Quality - [to be agreed]**

**KPI [X] – Quality - [to be agreed]**

**KPI [X] – Customer Satisfaction – [to be agreed]**

### **PART 3**

#### **Performance Indicators**

In addition, the following Performance Indicators will be reported:

**[to be agreed]**

### **PART 4**

#### **Management Information**

1. The Grant Recipient will provide the following information about the Funded Activities to the Authority as required:

- Case studies focused on how the Grant Recipient is helping those from particularly ‘vulnerable’ groups protected by the 2010 Equalities Act’
- Maps broken down by area with data including:
  - Numbers of UC Claimants supported;
  - Top issues that UC Claimant(s) present with in making their UC claim; and
  - profile breakdown of UC Claimant(s) supported e.g. demographic, characteristics.
- In year data-dive, including:
  - Understanding demand, looking into unmet demand and whether we can understand this better;
  - Optimising delivery models, looking into routes for UC Claimant(s) to access Funded Activities, such as comparing urban and rural locations, and the Customer journey leading up to them making their UC claim; and
  - Meeting different needs – understanding different needs for differing groups, particularly the most vulnerable, and the needs of different Conditionality Groups

2. The Grant Recipient will provide, in addition to the information required under this Annex 6, information on people who are invited to move from legacy benefits to Universal Credit separately for areas set out by the Authority. For example:

- Numbers of UC Claimants supported; and
- Meeting different needs – understanding different needs for differing groups, particularly the most vulnerable, and the needs of different Conditionality Groups.

3. In accordance with the timeline to be agreed by the Authority but no later than 3 months after the end of each Funding Year, the Grant Recipient will provide the Authority with a statement of Grant usage that has been audited by an independent accountant and a final financial statement using the Grant Cost Model at Annex 5

## ANNEX 7 – CONTACT DETAILS

**[Drafting note: to be populated before signature]**

The main departmental contact in connection with the Grant is:

Name of contact	
Position in organisation	
Email address	
Telephone number	
Postal address	

This information is correct at the date of the Grant Funding Agreement. The Authority will send the Grant Recipient a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	
Name of contact	
Position in organisation	
Email address	
Telephone number	
Postal address	

Please inform the Authority if the Grant Recipient's main contact changes.

## ANNEX 8 – DATA PROTECTION PROVISIONS

### DATA PROTECTION

#### LEGISLATION PARAGRAPH DEFINITIONS:

Where they appear in this Annex 8:

**Data Subject:** has the meaning given in the DPA 2018.

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach.

**Data Subject Request:** a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**Personal Data Breach:** has the meaning given in the UK GDPR or the EU GDPR as the context requires.

**Processor Personnel:** means all directors, officers, employees, agents, consultants and Recipients of the Processor and/or of any sub-processor engaged in the performance of its obligations under these Conditions.

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Sub-processor:** any Third Party appointed to process Personal Data on behalf of that Processor related to these Conditions.

## ANNEX 8

### Part 1: Schedule of Processing, Personal Data and Data Subjects

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.

1. The contact details of the Controller’s Data Protection Officer are: **[Insert Contact details]**
2. The contact details of the Processor’s Data Protection Officer are: **[Insert Contact details]**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Grant Recipient is the Controller and the Authority is the Processor in accordance with paragraph 1.1.</p> <p><b>[Guidance: You may need to vary this section where the Authority and Grant Recipient have a different relationship.</b></p> <p><b><i>For example, where the Parties are Independent Controllers:</i></b></p> <p><b><i>“...The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></b></p> <p><b><i>[Insert the scope of Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.]</i></b></p>
Subject matter of the processing	<p><b>[Guidance: this should be a high level, short description of what the processing is about i.e., its subject matter of the contract.</b></p> <p><b><i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</i></b></p>
Duration of the processing	<p><b>[Guidance: clearly set out the duration of the processing including dates.]</b></p>
Nature and purposes of the processing	<p><b>[Guidance: Please be as specific as possible, but make sure that you cover all intended purposes.</b></p> <p><b><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></b></p>

	<b><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></b>
Type of Personal Data being Processed	<b><i>[Guidance: examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i></b>
Categories of Data Subject	<b><i>[Guidance: examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></b>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<b><i>[Guidance: describe how long the data will be retained for, how it be returned or destroyed]</i></b>
Locations at which the Supplier and/or its Sub-Contractors process Personal Data under this Contract	<b><i>[Guidance: clearly identify each location]</i></b>
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	<b><i>[Guidance: please be as specific as possible]</i></b>

**ANNEX 8**  
**Part 2: Annex for Independent Controller**

**[Guidance: insert only where the Parties are separate Independent Controllers. Where the Parties are only Independent Controllers and there is no Controller to Processor relationship or Joint Controller relationship then this Annex 8 Part 2 should be used.]**

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 the Authority share any Personal Data for the purposes specified in paragraph 4, the Parties acknowledge that they are each separate Independent Controllers in respect of such data.
1. The Grant Recipient shall (and shall procure that any of its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
2. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
3. Subject to paragraph 6, the Grant Recipient agrees that the Authority and its Representatives may use Personal Data which the Grant Recipient provides about its staff and partners involved in the Funded Activities to exercise the Authority's rights under this Grant Funding Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Grant Recipient and its Representatives may use Personal Data which the Authority provides about its staff involved in the Funded Activities to manage its relationship with the Authority.
4. The Grant Recipient agrees that the Authority 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.
5. The Authority and the Grant Recipient shall only provide Personal Data to each other:
  - (a) to the extent required in connection with the Funded Activities;
  - (b) in compliance with the Data Protection Legislation. The Grant Recipient shall ensure (all required fair processing information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where the Personal Data is subject to UK GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:  
:
    - (i) the transfer is in accordance with Article 45 of the UK GDPR or Section 17A of the DPA 2018; or

- (ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 section 17C) as determined by the non-transferring Party which could include the International Data Transfer Agreement or International Data Transfer Agreement Addendum to the European Commission's Standard Contractual Clauses as published by the Information Commissioner's Office as well as any additional measures determined by the non-transferring Party;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
  - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data;
- (d) where the Personal Data is subject to EU GDPR and where the provision of Personal Data from one Party to another involves transfer of such data to outside the EU, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
  - (e)
    - (i) the transfer is in accordance with Article 45 of the EU GDPR; or
    - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published from time to time as well as any additional measures determined by the non-transferring Party;
    - (iii) the Data Subject has enforceable rights and effective legal remedies;
    - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
    - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and



- (f) where it has recorded any such transfer in Part 1.
6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Articles 25,25,28 and 32 of the UK GDPR.
7. A Party Processing Personal Data for the purposes of the Grant Funding Agreement shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
8. 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 Funding Agreement:
- 8.1 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
- 8.2 where the request or correspondence is directed to the other Party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party will:
- (a) promptly, and in any event within five (5) 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 within thirty (30) Working Days of receipt of the Data Subject Request.
9. Each Party shall immediately (within 24 hours of discover) notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Grant Funding Agreement and shall:
- 9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- 9.2 implement any measures necessary to restore the security of any compromised Personal Data;
- 9.3 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

- 9.4 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.
10. Without limiting any other provision of this Annex 8, Part 2 each of the Parties 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.
11. The Authority and the Grant Recipient shall not retain or process Personal Data to perform their respective obligations for longer than a duration of six years (the "**Retention Period**"). under this Grant Funding Agreement which is specified in Part 1 of this Annex 8. Following the expiry of the Retention Period, the Grant Recipient shall arrange the prompt and safe return and/or secure the permanent destruction of all Personal Data (whether in hardcopy or electronic format) used to perform the Funded Activities, within one month of the date of expiry of the Retention Period, and provide a certificate of destruction of such Personal Data within seven (7) Working Days' of the Authority's request.
12. The Grant Recipient will notify the Authority 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 or officers or volunteers.

## ANNEX 9 - EXIT

**“Exit Plan”** means the plan prepared and submitted by the Grant Recipient to the Authority to enable the smooth closure of transfer of the Funded Activities to the Authority or successor of the Grant Recipient.

### General

1. The Grant Recipient will prepare an Exit Plan within the first three months of this Grant Funding Agreement to allow the smooth closure of the Funded Activities.
2. Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Grant Funding Agreement, either by performing them itself or by means of a successor, the Grant Recipient shall endeavour to ensure the smooth and orderly transition of the Funded Activities and shall co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.
3. When such endeavours and co-operation are outside the scope of the Grant, the Grant Recipient shall provide quotations for reasonable charges associated with providing such assistance and the Authority shall pay such reasonable charges.
4. The Grant Recipient will comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities.

### Exit Planning

5. The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.
6. If producing an Exit Plan and carrying out exit activities, the Grant Recipient will use all reasonable endeavours to satisfy the following objectives:
  - a. if Funded Activities are to be transitioned, an orderly and smooth transition from the Grant Recipient to a successor body or the Authority at the expiry or termination of this Grant Funding Agreement;
  - b. timely co-operation with any successor body and the Authority;
  - c. minimising the impact of exit on clients;
  - d. ensuring that there is no undue favour to the Grant Recipient in any future competition for the Grant (or its equivalent) in whole or in part; and
  - e. ensuring that the responsibilities of both Parties are clearly defined in the event of expiry or termination.
7. The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

### Assistance

8. The Grant Recipient will use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the Funded Activities to the successor body or the Authority, as the case may be, minimises any detrimental effect on the delivery of the

Funded Activities and the Authority will use all reasonable endeavours to co-operate in such transfer.

9. The Grant Recipient will:
- a) participate fully in any governance or exit activities reasonably required by the Authority; and
  - b) provide access to personnel and premises as reasonably required by the Authority to deliver a smooth transition or exit.

### **Assets Register**

10. The Grant Recipient shall maintain throughout the exit period of this Grant an Asset register, in accordance with the Conditions of the Grant Funding Agreement.
11. The Grant Recipient shall not change the status of any Asset without the prior written consent of the Authority where such a change would either be viewed as a major change or would require repayment in accordance with the Conditions of the Grant Funding Agreement.

### **Documentation and Access**

12. The Grant Recipient shall provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Authority or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities (except that the Authority may not disclose any commercially sensitive information relating to the costs of the Grant Recipient to a successor body). This includes full details of:
- a) the work programme, objectives/targets, and other services delivered by the Grant Recipient under this Grant Funding Agreement;
  - b) the procedure or operation manuals and records used in connection with the delivery of the Funded Activities;
  - c) any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;
  - d) software and supply agreements used to deliver any services associated with delivery of the Funded Activities, including the agreements relating to any Third-Party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
  - e) comply with the TUPE provisions under paragraph 27.
13. The Authority may make the documentation available to suppliers who wish to bid for the provision of the activities. The Grant Recipient shall respond expediently and in full to any reasonable questions by the Authority or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.
14. The Grant Recipient shall notify the Authority promptly of any material change to any of the information provided which could adversely impact transition or exit.

### **Transfer Support Activities**

15. The Grant Recipient shall co-operate with all reasonable requests made by either the Authority or a successor relating to the Funded Activities transition arrangements. The

Authority and the Grant Recipient shall discuss the implementation plan for the transition of the activities to either the Authority or a successor body.