

THE SECRETARY OF STATE FOR WORK AND PENSIONS

and

[THE GRANT RECIPIENT]

**GRANT FUNDING AGREEMENT FOR THE NATIONAL JOBS GUARANTEE SCHEME [DRAFT]**

AT

[Territory]

DRAFT

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

**Between:**

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

each a “**Party**” and together the “**Parties**”.

**In relation to:**

**Project Name: THE JOBS GUARANTEE SCHEME**

**Project Number:** [To be confirmed by Authority]

**BACKGROUND**

- (A) The Grant (defined below) is made pursuant to section 2(2)(d) of the Employment and Training Act 1973. If the payment of the Grant (defined below) is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter (defined below).
- (B) The Authority ran a competition for grant applications in respect of the Scheme (defined below) and the Grant Recipient was successful under that competition in relation to the Territory (defined below) resulting in the Authority awarding the Grant (defined below) to the Grant Recipient to deliver the Funded Activities (defined below) subject to and in accordance with the terms of this Agreement (defined below).
- (C) The Grant Recipient shall use and procure the use of the Grant (defined below) solely for the Funded Activities (defined below) and in accordance with this Agreement.

The Parties hereby agree as follows:

**1 INTRODUCTION**

- 1.1 The definitions and rules of interpretation as set out in Clause 2 of this Agreement shall apply when reading this Agreement.
- 1.2 This Agreement sets out the terms and conditions upon which the Grant shall be advanced to the Grant Recipient from the Authority up to the Maximum Sum in relation to the delivery of the Funded Activities and Monitored Outcomes and Specific Indicators set out in this Agreement.
- 1.3 The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient’s grant application a copy of which is attached at Schedule 1 Part B (the “**Grant Application**”).
- 1.4 The Parties confirm that it is their intention to be legally contractually bound by this Agreement as a grant funding agreement and that there is no provision of works, goods or services under this Agreement.

**2 DEFINITIONS AND INTERPRETATION**

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

<p><b>Acceptable Employment</b></p>	<p>means either:</p> <p>employment with an Employer which:</p> <ul style="list-style-type: none"><li>a) provides regular, meaningful work for the Funded Employee;</li><li>b) is for a minimum of 25 hours per week (save where the relevant Funded Employee is subject to an exemption by the Authority and is permitted to work less than 25 hours);</li><li>c) is for the Required Term to be completed in the Employment Period;</li><li>d) pays at least the National Minimum Wage/National Living Wage (as applicable) for the Funded Employee's age group;</li><li>e) complies with all requirements of Law;</li><li>f) must not involve significant classroom or online training;</li><li>g) must not cause existing employees, workers, apprentices or contractors to lose work or reduce their working hours;</li><li>h) has the same, or higher expectations on the Funded Employee to improve and develop as any other employee of the Employer;</li><li>i) enables the Funded Employee to build up skills that will lead to sustainable employment;</li><li>j) should be paid at the normal rate for similar jobs and with the same frequency as equivalent roles; and</li><li>k) is based in Great Britain and commutable by the relevant Funded Employee within 90 minutes from their home (unless the relevant Funded Employee specifically agrees to a longer commute time or has a reduced commute time specifically agreed by the Authority)</li></ul> <p>for the purposes of (f) "significant" shall mean more than 20% of the Funded Employees contracted hours</p> <p>OR</p> <p>employment with an Employer providing an Apprenticeship which meets all of the requirements of the Terms and Conditions and the Funding Rules and which:</p> <ul style="list-style-type: none"><li>l) provides regular, meaningful work for the Funded Employee;</li><li>m) is for a minimum of 25 hours per week (excluding Training) (save where the relevant Funded Employee is subject to an</li></ul>
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	<p>exemption by the Authority and is permitted to work less than 25 hours) ;</p> <p>n) is for the Required Term to be completed in the Employment Period;</p> <p>o) pays at least the Apprenticeship National Minimum Wage for the Funded Employee's age group;</p> <p>p) complies with all requirements of Law;</p> <p>q) must not cause existing employees, workers, apprentices or contractors to lose work or reduce their working hours;</p> <p>r) has the same, or higher expectations on the Funded Employee to improve and develop as any other employee of the Employer;</p> <p>s) enables the Funded Employee to build up skills that will lead to sustainable employment; and</p> <p>t) is based in Great Britain and commutable by the relevant Funded Employee within 90 minutes from their home (unless the relevant Funded Employee specifically agrees to a longer commute time or has a reduced commute time specifically agreed by the Authority)</p>
<b>Agreement</b>	means this agreement together with its schedules and annexures including but not limited to the Grant Funding Letter;
<b>Anticipated Grant Recipient Cost per Participant</b>	means [£ - to be determined based on the application for grant]
<b>Apprenticeship</b>	shall have the meaning given pursuant to the Apprenticeships, Skills, Children and Learning Act 2009 sections 32 to 36 or section A1 as applicable;
<b>Apprenticeship National Minimum Wage</b>	means the minimum pay per hour applicable to apprentices under an Apprenticeship as prescribed from time to time;
<b>Asset</b>	means any assets that are to be purchased, improved or developed using the Grant including equipment or any other assets, and <b>Assets</b> will be construed accordingly;
<b>Branding Manual</b>	means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available <a href="#">here</a> , including any subsequent updates from time to time;

<b>Bribery Act</b>	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;
<b>Change of Control</b>	means the sale of all or substantially all the assets of a Grant Recipient; any merger, consolidation or acquisition of a Grant Recipient 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 Grant Recipient in one or more related transaction;
<b>Claim</b>	means the submission of a claim form in respect of Grant Recipient Costs and/or Employer Onboarding Costs or the provision of a notification with supporting information which will give rise to the payment of any Employer Wage Costs all as more particularly described in Clause 5;
<b>Code of Conduct</b>	means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available <a href="#">here</a> , including any subsequent updates from time to time;
<b>Commencement Date</b>	means the date on which this Agreement comes into effect, being the date of the Agreement;
<b>Confidential Information</b>	<p>means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this Agreement, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to: <ul style="list-style-type: none"> <li>(i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and</li> <li>(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>(b) any information developed by the Parties in the course of delivering the Funded Activities;</li> <li>(c) the Authority Personal Data; and</li> <li>(d) any information derived from any of the above.</li> </ul> <p>Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> <li>(a) was public knowledge at the time of disclosure (otherwise than by breach of Clause 12;</li> <li>(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;</li> <li>(c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or</li> <li>(d) is independently developed without access to the Confidential Information.</li> </ul>
<b>Confirmation Statement</b>	shall have the meaning given in Clause 5.21.1
<b>Contracting Authority</b>	means any contracting authority (other than the Authority) as defined in section 2 of the Procurement Act 2023 (as amended);
<b>Controls Action Plan</b>	means a plan prepared by the Grant Recipient detailing remedial actions, owners and timescales to address risks or weaknesses identified through a Controls Assurance Review, and which the Grant Recipient is required to implement;
<b>Controls Assurance Review</b>	means a review to undertaken into the governance and management of the Funded Activities as more particularly specified in Clause 8;
<b>Crown Body</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), 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;
<b>Data Protection Legislation</b>	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;
<b>Delivery Plan</b>	means the document produced by the Grant Recipient as appended at Schedule 2 Pt A, as the same may be varied with the written consent of the Authority;
<b>Disposal</b>	means the disposal, sale, transfer of any Major Assets (whether in whole or in part) and includes any interest in such Asset and shall also include entering into any contract for Disposal and the term "Dispose" shall be construed accordingly;
<b>DPA 2018</b>	means the Data Protection Act 2018;
<b>Duplicate Funding</b>	means funding provided by a Third Party to the Grant Recipient and/or any Employer, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;
<b>EIR</b>	means the Environmental Information Regulations 2004;
<b>Eligibility Criteria</b>	mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;
<b>Eligible Expenditure</b>	means the categories of expenditure incurred in the delivery of the Funded Activities for which Grant may be paid in accordance with this Agreement and as more particularly described in Schedule 6 but excluding Ineligible Expenditure;
<b>Eligible Individual</b>	means any individual, who at the point of Referral to the Grant Recipient is: <ul style="list-style-type: none"> <li>a) residing in the Territory;</li> <li>b) aged between 18-24 years at the date of the Referral;</li> <li>c) has been in the Universal Credit Intensive Work Search programme for 18 consecutive months prior to the Referral; and</li> <li>d) has been out of work and education and been in receipt of earnings equal to or less than 50 hours at the relevant National Minimum Wage for that individual for 18 months prior to the Referral,</li> </ul>

	or such other or varied eligibility criteria as the Authority may specify from time to time;
<b>Employer Compliance Spot Checks</b>	means the audits to be undertaken by the Grant Recipient into Employer compliance with the terms of this Agreement as set out in Clause 8.5.3.
<b>Employer Declaration</b>	means a declaration to be provided by each Employer signed by an authorised signatory for that Employer and in the form specified in Schedule 9 to this Agreement as the same may be varied by the Authority from time to time;
<b>Employer Funded Activities</b>	means the funded activities which are set out at Schedule 3 Part B;
<b>Employer Gateway Process</b>	means the process to be followed by Grant Recipients in engaging with potential employers as specified in Schedule 10;
<b>Employer Grant</b>	means the Grant payable in respect of the aggregate of Employer Wage Costs and Employer Onboarding Costs subject to the Maximum Sum;
<b>Employer Onboarding Cost(s)</b>	means the Eligible Expenditure comprising the costs of providing onboarding support to Funded Employees as specified in Schedule 6;
<b>Employer Onboarding Cost(s) Grant</b>	means the Grant that is payable to the Grant Recipient to reimburse any amounts the Grant Recipient has paid to each Employer in respect of Employer Onboarding Cost;
<b>Employer Wage Costs</b>	<p>means the Eligible Expenditure comprising costs of wages, any employer national insurance contributions and any employer minimum pension contributions up to:</p> <ul style="list-style-type: none"> <li>(a) a maximum of the relevant National Minimum Wage, National Living Wage or Apprenticeship National Minimum Wage in respect of the relevant Funded Employee; and</li> <li>(b) a maximum of 25 hours of work per week;</li> <li>(c) a maximum of the Required Term</li> </ul> <p>in respect of any Funded Employment and as specified in Schedule 6;</p>
<b>Employer/s</b>	means organisations who agree to employ Participants in Acceptable Employment roles and meeting the standards required in Clause 6

	For the avoidance of doubt, the Grant Recipient may also be the “Employer”, by employing Funded Employees as part of the Scheme and, where this takes place, the Grant Recipient also undertakes to comply with all obligations of the Employer contemplated by this Agreement as an Employer;
<b>Employment Period</b>	shall have the meaning given in Clause 3.4;
<b>Employment Regulations</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation;
<b>EU GDPR</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
<b>Event of Default</b>	means an event or circumstance set out in Clause 27.1;
<b>Exit Plan</b>	means a plan for the closure or transfer of Funded Activities on termination or expiry of this Agreement meeting the reasonable requirements of the Authority as contemplated in Clause 29;
<b>FOIA</b>	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;
<b>Forecast of Participants</b>	means [INSERT number of agreed referrals to be added once agreed with chosen delivery organisation]
<b>Former Grant Recipient</b>	means any person previously appointed by the Authority to receive grant under this Scheme or a scheme with the same objectives in respect of activities which are materially similar to the Funded Activities and which covered the Territory or any part thereof
<b>Funded Activities</b>	means the Grant Recipient Funded Activities and the Employer Funded Activities;
<b>Funded Employee</b>	

	shall mean each Participant who has commenced Acceptable Employment with an Employer as a result of the delivery of the Grant Recipient Funded Activities;
<b>Funded Employment</b>	means the employment of a Funded Employee with an Employer in a role meeting the requirements of Acceptable Employment;
<b>Funding Period</b>	means the period for which the Grant is available to be paid to the Grant Recipient and as defined in Clause 3.2;
<b>Funding Rules</b>	means the documents which set out the detailed requirements with which employers must comply in respect of Apprenticeships as specified by the Department for Education and/or the Authority and as may be amended from time to time;
<b>Grant</b>	means the sum or sums the Authority will pay to the Grant Recipient in accordance with Clauses 4 and 5 and subject to the provisions set out at Clause 27;
<b>Grant Application</b>	shall have the meaning given in Clause 1.3
<b>Grant Cost Register</b>	means the financial forecast as set out at Schedule 2 Pt B;
<b>Grant Funding Letter</b>	means the letter the Authority issued to the Grant Recipient dated [ ], a copy of which is set out in Schedule 1 Pt A;
<b>Grant Manager</b>	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;
<b>Grant Recipient Costs</b>	means the aggregate of the Eligible Expenditure incurred in the delivery of the Grant Recipient Funded Activities;
<b>Grant Recipient Funded Activities</b>	means those funded activities which are set out at Schedule 3 Pt A;
<b>HMRC</b>	means HM Revenue and Customs;
<b>HRA</b>	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;
<b>Ineligible Expenditure</b>	means expenditure which is not Eligible Expenditure and as set out in Schedule 6;
<b>Information Acts</b>	means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;
<b>Initial Meeting</b>	means the first meeting between the Grant Recipient and the Referred Individual
<b>Intellectual Property Rights or IPRs</b>	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;
<b>Intensive Work Search</b>	means, the Universal Credit regime for claimants who are not working and or working but earning very low amounts. Individuals in this group have not been assessed to have a health condition or disability which limits their ability to work and are expected to take intensive action to secure work or work more;
<b>IP Completion Day</b>	has the meaning given to it in the European Union (Withdrawal) Act 2020;
<b>IPR Material</b>	means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Term (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);
<b>Law</b>	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, 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 with which the

	Grant Recipient and/or Employer is bound to comply;
<b>Losses</b>	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 <b>Loss</b> will be interpreted accordingly;
<b>Major Asset</b>	means any Asset which at the time of its acquisition, development or improvement is worth at least £1,000 (one thousand pounds);
<b>Maximum Sum</b>	<p>means the maximum amount of the Grant the Authority will provide to the Grant Recipient calculated as:</p> <p>the lower of:</p> <ul style="list-style-type: none"> <li>a) the actual Eligible Expenditure incurred by the Grant Recipient in the delivery of the Grant Recipient Funded Activities in the Territory during the Term; and</li> <li>b) <b>[Anticipated Grant Recipient Cost to be Inserted as figure]</b> multiplied by the number of Participants,</li> </ul> <p>PLUS</p> <ul style="list-style-type: none"> <li>a) the actual Eligible Expenditure incurred by the Employer in employing each Funded Employee in accordance with this Agreement in respect of Employer Wage Costs during the Employment Period</li> </ul> <p>PLUS</p> <ul style="list-style-type: none"> <li>a) the actual Eligible Expenditure incurred by the Employer as Employer Onboarding Costs for any Funded Employee they employ in the Territory during the Employment Period, up to a maximum of £250 per Funded Employee employed.</li> </ul>
<b>Monitored Outcomes</b>	means the outcomes specified in Schedule 4 as the same may be varied or updated in accordance with this Agreement;
<b>Monthly Reports</b>	means the reports to be prepared by the Grant Recipient in accordance with Schedule 7 and

	submitted to the Authority in accordance with Clause 8.2.
<b>National Living Wage</b>	means the minimum pay per hour almost all workers aged 21 and over are entitled to as prescribed from time to time;
<b>National Minimum Wage</b>	means the minimum pay per hour almost all workers are entitled to as prescribed from time to time;
<b>Objectives</b>	means the objectives of the Scheme as specified in Schedule 4 Pt A;
<b>Participant</b>	means each Referred Individual who has been Referred to the Grant Recipient and who has subsequently engaged with the Grant Recipient through an Initial Meeting at which they agreed to engage in the Scheme;
<b>PAYE</b>	means the pay as you earn scheme as prescribed by HMRC from time to time;
<b>Permitted Recipients</b>	shall have the meaning given in Clause 12.1
<b>Personal Data</b>	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
<b>Procurement Regulations</b>	means the Public Contracts Regulations 2015, the Public Procurement (Amendment etc.)(EU Exit) Regulations 2020, the Defence and Security Public Contracts Regulations 2011, the Utilities Contracts Regulations 2016, and the Concession Contracts Regulations 2016, each as amended from time to time; and/or as applicable, the Procurement Act 2023 and any secondary legislation (such as regulations) other Law made pursuant to the Procurement Act 2023;
<b>Prohibited Act</b>	means: <ul style="list-style-type: none"> <li>(a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or any Crown Body any gift or consideration of any kind as an inducement or reward for: <ul style="list-style-type: none"> <li>(i) doing or not doing (or for having done or not having done) any act</li> </ul> </li> </ul>

	<p>(ii) in relation to the obtaining or performance of this Agreement; or showing or not showing favour or disfavour to any person in relation to the Agreement;</p> <p>(d) committing any offence:</p> <p>(iii) under the Bribery Act;</p> <p>(iv) under legislation creating offences in respect of fraudulent acts; or</p> <p>(v) at common law in respect of fraudulent acts in relation to the Agreement; or</p> <p>(e) defrauding or attempting to defraud or conspiring to defraud the Authority or any Crown Body;</p>
<b>Quarter</b>	<p>Means the following periods:</p> <p>1<sup>st</sup> April to 30<sup>th</sup> June  1<sup>st</sup> July to 30<sup>th</sup> September  1<sup>st</sup> October to 31<sup>st</sup> December  1<sup>st</sup> January to 31<sup>st</sup> March</p> <p>the first Quarter being the period from the Commencement Date until the next quarter end date from the periods above</p>
<b>Quarterly Review Meeting</b>	<p>means the review meeting held by the Authority with the Grant Recipient each Quarter to examine details provided in Monthly Reports and consider delivery of the Funded Activities against the Objectives, Delivery Plan and Monitored Outcomes and to examine any Claims submitted and review expenditure against the Delivery Grant Cost Register</p>
<b>Referral</b>	<p>means the notification of an Eligible Individual from a relevant JobCentre to the Grant Recipient, through the agreed referral process;</p>
<b>Referred Individuals</b>	<p>means Eligible Individuals that have been the subject of a Referral to the Grant Recipient;</p>
<b>Refusal Statement</b>	<p>shall have the meaning given in Clause 5.21.2;</p>
<b>Relevant Transfer</b>	<p>means a transfer of employment to which the Employment Regulations apply;</p>
<b>Remedial Action Plan</b>	<p>means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the process set out in Clauses 27.4;</p>

<b>Replacement Funded Activities</b>	means any activities which are the same or substantially similar to any of the Grant Recipient Funded Activities and which are provided in substitution for any of the Grant Recipient Funded Activities after the expiry or termination or partial termination of this Agreement whether those services are provided by the Authority or a Third Party;
<b>Replacement Grant Recipient</b>	means any third-party provided or Replacement Funded Activities (or where the Authority is providing Replacement Funded Activities for its own account, the Authority);
<b>Representatives</b>	means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;
<b>Required Term</b>	means a period of time equal to six months less one Working Day save where any particular Funded Employment is undertaken at the point where the relevant Funded Employee has already previously engaged in the Scheme and completed a separate Funded Employment role with a different Employer where less than 4 months of the Funded Employment was completed in which case the term shall be calculated such that the total period of Funded Employment for that Funded Employee cumulatively across both roles shall be equal to six months less one Working Day
<b>Scheme</b>	means the National Jobs Guarantee Scheme as more particularly described at Schedule 4 Part A.
<b>Special Payments</b>	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. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;
<b>Specific Indicators</b>	means the indicators specified in Schedule 4 as the same may be amended or updated in accordance with this Agreement;
<b>State Aid Law</b>	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;

<b>Subsidy Control Act</b>	means the Subsidy Control Act 2022 which implements a domestic subsidy control regime in the United Kingdom;
<b>Term</b>	shall have the meaning given in Clause 3.1;
<b>Terms and Conditions</b>	means the agreement with employers providing Apprenticeships prescribed by the Department for Education and/or the Authority as the same may be amended from time to time;
<b>Territory</b>	means the operational area as of [Grant area as relevant for the grant] where the Grant Recipient may operate in relation to the delivery of the Funded Activities;
<b>Third Party</b>	means any person or organisation other than the Grant Recipient or the Authority;
<b>Trade and Cooperation Agreement</b>	means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);
<b>Training</b>	shall have the meaning given in the Terms and Conditions;
<b>UK GDPR</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
<b>Unspent Monies</b>	means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Funding Period or because of termination or breach of this Agreement;
<b>VAT</b>	means value added tax chargeable in the UK;
<b>Windsor Framework</b>	means the protocol on Ireland and Northern Ireland in the EU withdrawal agreement;

<p><b>Working Day</b></p>	<p>means any day from Monday to Friday (inclusive) which is not specified or proclaimed to be bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas and Good Friday OR any day from Monday to Friday (inclusive) which is not a statutory bank holiday in Scotland;</p>
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2.2 In this 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 any reference in this Agreement which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) was a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

2.2.6 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

2.2.7 references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to written will be construed accordingly;

2.2.8 references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Agreement;

2.2.9 references to “Clauses” and “Schedules” are, unless otherwise provided, references to the clauses and schedules of this Agreement and references in any schedule or annex to parts, paragraphs and tables are, unless otherwise provided, references to

the parts, paragraphs and tables of the schedule or annexure in which these references appear; and

- 2.2.10 the headings in this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement.
- 2.3 No review, comment or approval by the Authority under the provisions of this Agreement shall operate to exclude or limit the Grant Recipient's obligations or liabilities under this Agreement save where the Authority has confirmed the said comment or approval by written notice.
- 2.4 The Grant Recipient shall be responsible as against the Authority for the acts or omissions of each Employer as if they were the acts or omissions of the Grant Recipient.
- 2.5 Where there is any conflict between the documents that make up this Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.5.1 the main body of this Agreement;
- 2.5.2 the Grant Funding Letter; and
- 2.5.3 any other Schedule to this Agreement.

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

- 3.1 This Agreement shall take effect on the Commencement Date and subject to early termination in accordance with Clause 27 shall continue until 31<sup>st</sup> March 2029 (the "**Term**").
- 3.2 The Funding Period starts on the Commencement Date and ends on 1<sup>st</sup> March 2029 unless terminated earlier in accordance with this Agreement.
- 3.3 The Grant Recipient shall ensure that the Grant Recipient Funded Activities commence as contemplated in the Delivery Plan subject to any extension that may be agreed with the Authority.
- 3.4 The Employment Period starts on the Commencement Date and ends on 1<sup>st</sup> November 2028. The Grant Recipient shall ensure that all Funded Employment that it arranges shall allow for the Funded Employee to complete the Required Term of employment ending no later than the end of the Employment Period.
- 3.5 The Authority may at any time during the Funding Period, propose to extend the dates specified in this clause 3 by a further period of 12 months. Where the Delivery Partner agrees to such an extension then the Parties agree that they will work together to agree and give effect to all necessary variations to this Agreement.
- 3.6 The Grant Recipient shall use and procure the use of the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities. The Grant Recipient acknowledges that it shall be responsible for procuring the delivery of the Employer Funded Activities by each Employer in accordance with the terms of this Agreement.
- 3.7 If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant, removing some of the Funded Activities and/or changing any Monitored Outcomes and Specific Indicators or associated targets) it may do so on 30 days' written notice to the Grant Recipient.

## **4 GRANT**

- 4.1 Subject to the remainder of this Clause 4, the Authority shall pay the Grant Recipient an amount not exceeding the Maximum Sum.
- 4.2 The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.3 The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Schedule 5) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.4 The signatory 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.
- 4.5 The Grant Recipient must procure a completed and signed Employer Declaration for each Employer prior to engagement in the Scheme and annually thereafter for the term of their participation in the Scheme. No payment can be made in respect of Employer Grant in advance the Delivery Partner receiving a correctly completed and signed declaration in respect of the relevant Employer.
- 4.6 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under this Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient or the Employer in respect of delivery of their respective Funded Activities.
- 4.7 The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred or to be incurred by the Grant Recipient and/or Employer as applicable to deliver the Funded Activities and the Grant Recipient shall use and procure the use of the Grant solely for the delivery of the Funded Activities.
- 4.8 The Grant Recipient agrees that:
- 4.8.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant; and
- 4.8.2 the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities, for the avoidance of doubt, where the relevant Acceptable Employment is an Apprenticeship, the Delivery Partner shall monitor funding that is made available pursuant to the Terms and Conditions, the Funding Rules and any other public funding available for such Schemes and shall ensure that no Grant shall be payable or claimed where such alternative funding is available.
- 4.9 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:
- 4.9.1 the Grant will be used for Eligible Expenditure only; and
- 4.9.2 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.
- 4.10 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant howsoever arising.

- 4.11 The Authority reserves the right not to pay any Grant which is not claimed in accordance with Clause 5 including without limitation where any Claim is incomplete, incorrect or submitted without the full supporting documentation.
- 4.12 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 (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Agreement. Any sum, which falls due under this Clause 4.12, 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 will be recoverable summarily as a civil debt.
- 4.13 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.
- 4.14 Any Grant received by the Grant Recipient in respect of Employer Wage Costs Grant must be paid to the Employer within 5 Working Days of receipt by the Grant Recipient.
- 4.15 Where the Grant Recipient enters into a contract with a Third Party including without limitation the Employers in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.16 Onward payment of the Grant, engagement with Employers and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the 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 at the end of the Term there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

## **5 PAYMENT OF GRANT**

- 5.1 The Authority shall only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient and each Employer to deliver their respective Funded Activities and the Grant Recipient shall use and shall procure that each Employer shall use the Grant solely for the delivery of the Funded Activities.
- 5.2 Subject to the provisions of this Clause 5, the Authority agrees to make available to the Grant Recipient, during the Funding Period, Grant in an aggregate principal not exceeding the Maximum Sum on the terms set out in this Agreement.
- 5.3 The Grant Recipient acknowledges and agrees that the amount of Grant payable may be reduced by the Authority:
- 5.3.1 in the exercise of its rights under this Agreement;
- 5.3.2 to accommodate factors such as (but without limitation):
- (a) failure to deliver the Monitored Outcomes and/or Specified Indicators as contemplated in Schedule 4;

- (b) other sources of funding becoming available to the Grant Recipient and/or Employers as applicable.
- 5.4 Undrawn amounts may not be claimed or paid after the expiry of The Funding Period.
- 5.5 The Grant Recipient acknowledges and agrees that the Authority's obligation to provide the Grant is at all times and on an ongoing basis subject to the Authority receiving any approvals it may require (whether internally or from central government).
- 5.6 The Grant comprises:
  - 5.6.1 Employer Wage Costs which shall be payable to the Grant Recipient in accordance with this Clause 5 for onward payment to the relevant Employer;
  - 5.6.2 Employer Onboarding Costs which shall be payable to the Grant Recipient in accordance with this Clause 5 to reimburse eligible sums paid to Employers in respect of Employer Onboarding Costs; and
  - 5.6.3 Grant Recipient Costs payable to the Grant Recipient in accordance with this Clause 5.

**Conditions Precedent to Payment of Grant**

- 5.7 The obligation on the Authority to make available any Grant is subject to the conditions precedent that at or before the time of the Claim the Authority has received all of the following in a form and substance satisfactory to the Authority:
  - 5.7.1 in respect of any Employer Wage Cost and/or Employer Onboarding Costs, confirmation that an executed Employer Declaration has been provided to the Delivery Partner from each Employer who is to receive such payment;
  - 5.7.2 in respect of Grant Recipient Costs and Employer Onboarding Costs a valid Claim has been made in accordance with this Agreement;
  - 5.7.3 in respect of Grant Recipient Costs, the amount of the Claim is in accordance with the Grant Cost Register and will not exceed the Maximum Sum;
  - 5.7.4 at the request of the Authority, valid invoices, receipts and other evidence has been provided together with such evidence to show that such invoices have been paid in respect of costs being claimed;
  - 5.7.5 evidence where required that all the requirements of this Agreement have been satisfied;
  - 5.7.6 no Event of Default has occurred and is continuing or would result from payment of the proposed Grant; and
  - 5.7.7 the Authority has received where requested such evidence as it may require to all matters represented and warranted by the Grant Recipient pursuant to Clause 8.4 are true and correct as if made at the date of the Claim or payment and would be true and correct immediately after the making of such Grant payment.

**Final Grant Payment**

- 5.8 The obligation on the Authority to make available the Final Grant Payment is subject to the conditions precedent that at or before the time of the Claim the Authority has received in a form and substance satisfactory to the Authority:
  - 5.8.1 a final statement of all Grant Recipient Funded Activities delivered and all amounts paid by the Grant Recipient in relation to such Grant Recipient Funded Activities; and
  - 5.8.2 evidence of Monitored Outcomes and/or Specified Indicators delivered.

## **Mechanics and Payment of Grant**

- 5.9 In respect of Employer Wage Costs, the Grant Recipient shall procure that the commencement of each Funded Employment placement, any notifiable change to the Funded Employment and the expiry or termination of each Funded Employment placement shall be notified to the Authority as soon as reasonably practicable in accordance with Schedule 7. The provision of such information shall form the basis upon which Employer Wage Costs are paid subject to Clause 5.11.
- 5.10 The Grant Recipient shall not be required to submit any claim form in respect of Employer Wage Costs but shall be required to ensure that the Employer provides full details of the Funded Employment, hours worked by the Funded Employee and Employer Wage Costs paid to the Funded Employee to the Grant Recipient should the Authority request this at any time to verify wage costs paid. Where the Authority does request further details from the Grant Recipient these must be provided to the Authority as soon as reasonably practicable.
- 5.11 The Authority shall verify all Employer Wage Costs paid by Employer's in relation to any Funded Employment of which it has been notified in accordance with Clause 5.9. Where the Authority is satisfied that such Employer Wage Costs have been incurred by the Employer in paying any Funded Employee in accordance with this Agreement and that the Employer and the Funded Employment meet the requirements of this Agreement then the Authority shall make available Grant in the sum of the Employer Wage Costs incurred to the Delivery Partner for onward payment to the relevant Employer as follows:
- 5.11.1 six weeks after the first notification of Funded Employment, payment for the first month of Employer Wage Costs incurred by the Employer; and
- 5.11.2 every month thereafter, payment for the month since the last payment until the end of the Funded Employment, such that the payment of Employer Wage Costs shall be made on the same date of each month save where such day is not a Working Day in which case it shall take place on the last Working Day before such date.
- 5.12 In respect of Employer Onboarding Costs:
- 5.12.1 Employers shall be entitled to claim Employer Onboarding Costs subject to the Maximum Sum from the Grant Recipient in accordance with any terms agreed between the Employer and the Grant Recipient but ensuring that such Employer Onboarding Costs are paid within a reasonable period after an eligible claim is submitted to the Grant Recipient;
- 5.12.2 the Grant Recipient shall be entitled to submit a Claim to the Authority in the first week of each Quarter in respect of any Employer Onboarding Costs it has paid to Employers in the previous Quarter in supporting Funded Employment made in accordance with this Agreement and such that it shall not exceed the Maximum Sum.
- 5.13 The claim form to be used under this Clause 5 shall be specified by the Authority and include the amount claimed as well as provide all supporting evidence that such amount is payable under the terms of this Agreement and shall ensure that the sum claimed does not exceed the Maximum Sum.
- 5.14 The Grant Recipient shall be responsible for checking and verifying all Employer Onboarding Costs are valid and payable in accordance with the terms of this Agreement prior to submitting any claim in accordance with Clause 5.12 and shall only be entitled to claim Employer Onboarding Costs which it can evidence it has paid to Employers and which meet the terms of this Agreement.

- 5.15 In respect of Grant Recipient Costs, the Grant Recipient has submitted the Grant Cost Register which specifies the anticipated cost of delivering the Grant Recipient Funded Activities in accordance with this Agreement. This Grant Cost Register has provided the Anticipated Grant Recipient Cost per Participant.
- 5.16 The Grant Recipient may request to receive up to 10% of the total Grant Recipient Cost expected to be payable in the first year of this Agreement as an advance to support with the set-up costs associated with delivering the Grant Recipient Funded Activities. The Grant Recipient must evidence in their Delivery Plan and Grant Cost Register the anticipated expenditure the advance will fund. Where the Authority agrees to provide an advance, each Quarterly payment of Grant Recipient Cost paid in the first Financial Year will be reduced by the value of the advance paid in a proportion to be agreed between the Parties. The advance will be payable 10 Working Days following the Commencement Date.
- 5.17 In respect of Grant Recipient Cost, the Grant Recipient shall be entitled to submit a Claim in the first week of each Quarter in respect of the Grant Recipient Cost it has incurred in the previous Quarter and providing that such sum claimed shall not mean that the Maximum Sum shall be exceeded in the Funding Period.
- 5.18 The Authority reserves the right at any time to vary the Forecast of Participants and shall notify the Grant Recipient of such change as soon as reasonably practicable and in any event 30 days before such change shall take place.
- 5.19 Without prejudice to the rights of the Authority under Clause 27, the Parties acknowledge that where the achievement of the Monitored Outcomes and/or Specified Indicators is more or less successful than any expected outcomes specified in Schedule 4 then this may lead to a variation in the Forecast of Participants.
- 5.20 At each Claim for Grant Recipient Costs, the Grant Recipient shall be required to evidence the costs incurred in the delivery of the Grant Recipient Funded Activities. Where there is a significant deviation in the costs of delivery against the Anticipated Grant Recipient Cost per Participant then this deviation shall be discussed at the Quarterly Review Meeting. Where the actual cost of delivery incurred by the Grant Recipient is significantly lower than the Anticipated Grant Recipient Cost per Participant, the Authority reserves the right to reduce the amount of the Anticipated Grant Recipient Cost per Participant.
- 5.21 Where the Grant Recipient submits any Claim in accordance with this Clause 5, the Authority shall assess the validity of such Claim and any supporting documentation or internal verification to which it has access to ensure compliance with the terms of this Agreement and shall provide written confirmation within 10 Working Days to the Grant Recipient stating that:
- 5.21.1 the Claim and/or the Claims Notification (or part thereof) has been assessed as valid and eligible for payment; ("**Confirmation Statement**") or
- 5.21.2 the Claim and/or the Claims Notification (or part thereof) has been assessed as invalid with a written notification of all elements of the Claim which did not meet the requirements of this Clause 5 ("**Refusal Statement**").
- 5.22 Where the Authority issues a Confirmation Statement, the Authority shall proceed to payment of the Grant within 11 Working Days from the date of the Confirmation Statement.
- 5.23 Where the Authority has issued a Refusal Statement, the Grant Recipient may resubmit the Claim to address all points identified in the Refusal Statement, with such Claim then being subject to the process in Clause 5.21.

- 5.24 The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in Clause 5.1, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.

## **6 EMPLOYER REQUIREMENTS**

- 6.1 The Grant Recipient shall ensure that there is an open, fair and transparent process for employers to engage with the Scheme in the Territory throughout the term of this Agreement and to encourage a variety of employers from different industry sectors to participate in the Scheme to become Employers. As part of ensuring this, the Grant Recipient shall follow the Employer Gateway Process when engaging with any potential employer.
- 6.2 The Grant Recipient shall procure that any Employer meets the following requirements at the point of engagement and on an ongoing basis during the period they are providing Funded Employment:
- (a) compliance with all relevant requirements under this Agreement to receive the Grant in accordance with this Agreement;
  - (b) compliance with all applicable Laws relating to the Employer Funded Activities throughout the Term;
  - (c) ensuring that any Employer makes all required employer National Insurance Contributions for Funded Employees, complies with its employer pension duties and complies with duties to pay the legal minimum amount where the Funded Employee has voluntarily joined the Employer pension scheme;
  - (d) treating the Funded Employees fairly and no less favourably than other staff members doing similar work with similar experience who are recruited outside the Scheme. The Authority does not expect Funded Employees to be paid less than other employees performing equivalent roles or paid or less frequently than other new joiners;
  - (e) is obliged to ensure that the employment of Funded Employees shall not reduce the working hours or available working hours of any existing employees of the Employer;
  - (f) that all Funded Employment is only in relation to Acceptable Employment and that the terms of Acceptable Employment continue to apply for the period of the relevant Funded Employment;
  - (g) understanding that the success of the Funded Employee depends on the commitment to making every reasonable effort to support the Funded Employee in collaboration with the Grant Recipient for the full period of the Funded Employment;
  - (h) provide job training and supervision of the Funded Employee and commits to making all reasonable efforts to develop the skills, knowledge and behaviours required for the successful performance of the Funded Employment
  - (i) ensuring appropriate insurance is maintained by each Employer in relation to its business and the Employer Funded Activities;
  - (j) ensuring adequate health and safety and human resource policies are in place; and

- (k) ensuring that there is no compliance or enforcement action being taken against the Employer which may cause the Authority reputational damage and/or risk the provision of the Employer Funded Activities as contemplated by this Agreement.
- 6.3 The Grant Recipient shall procure that each Employer shall complete and return to the Grant Recipient a signed Employer Declaration prior to engagement with the Scheme and annually thereafter for the term of their participation in with the Scheme.
- 6.4 The Grant Recipient shall procure that all Acceptable Employment opportunities should not require Funded Employees to undertake extensive training (either classroom or online) prior to the commencement of the Funded Employment.
- 6.5 The Grant Recipient shall ensure that any Eligible Individual who does not engage in the Scheme is referred back to the Authority within 5 Working Days of the event of disengagement. For the avoidance of doubt, disengagement can mean a failure to attend an Initial Meeting, any interview or training, failure to accept a reasonable offer of employment meeting the requirements of Acceptable Employment and/or failure to attend Funded Employment.

## **7 GRANT REVIEW**

- 7.1 The Authority shall review the Grant on a Quarterly basis against the Monitored Outcomes and Specific Indicators. The Authority shall take into account the Grant Recipient's delivery of the Grant Recipient Funded Activities against these metrics as shown in the Monthly Reports and based on the provision of any further information and/or any enquiries made by the Authority.
- 7.2 Each Quarterly Review may result in the Authority deciding that (for example a non-exclusive list includes):
  - 7.2.1 the Funded Activities and this Agreement should continue in line with existing plans;
  - 7.2.2 there should be an increase or decrease in the Anticipated Grant Recipient Cost per Participant;
  - 7.2.3 there should be an increase or decrease in the number of Referrals and Forecast of Participants;
  - 7.2.4 the Monitored Outcomes and/or Specified Indicators should be re-defined and agreed;
  - 7.2.5 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;
  - 7.2.6 the Authority should recover any Unspent Monies;
  - 7.2.7 the Grant be terminated in accordance with Clause 27.11.
- 7.3 If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with Clause 7.2.5 the Remedial Action Plan process set out in Clause 27.4 to 27.10 shall apply.
- 7.4 The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with Clause 7.2. 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.

## **8 MONITORING AND REPORTING**

8.1 The Grant Recipient shall:

8.1.1 closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and Objectives are achieved; and

8.1.2 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 and each Employer has used the Grant in accordance with the Agreement.

8.2 The Grant Recipient shall provide the Authority with the Monthly Reports in accordance with Schedule 7.

8.3 The Grant Recipient shall allow and shall procure that each Employer shall allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, subcontractors, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Term; and

8.4 notify the Authority as soon as reasonably practicable of:

(a) any matter as specified under Schedule 7 as requiring notification to the Authority;

(b) any actual or potential failure to comply with any of its obligations under the Agreement, which includes those caused by any administrative, financial or managerial difficulties and also includes any actual or potential failure by any Employer to meet the relevant requirements and standards of this Agreement; and

(c) actual or potential variations to the Eligible Expenditure set out in Schedule 6 and/or any event which materially affects the continued accuracy of such information.

8.5 The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its Monthly Report and each Claim):

8.5.1 that the reports, claims and information it gives pursuant to this Clause 8 are accurate;

8.5.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

8.5.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8.6 The Grant Recipient acknowledges that the Authority has a duty to ensure that public money is used as intended. The Grant Recipient agrees that the Authority may contact any Employer to:

8.6.1 verify how quickly the Employer is receiving payment from the Grant Recipient; and

8.6.2 check what support the Grant Recipient is providing to the Employer or its Funded Employees.

- 8.7 The Grant Recipient shall ensure that Employer Compliance Spot Checks are carried out in line with their Delivery Plan to ensure Employer compliance with the requirements of this Agreement. Grant Recipients must keep a record of the checks completed, the outcomes of these checks including Employer RAG rating, and action taken as a result of these checks. The Grant Recipient must report on these checks to Authority as part of the Monthly Report and immediately inform the Authority of any serious concerns identified, suspected or reported to them.
- 8.8 Throughout the Funding Period, the Grant Recipient shall engage and comply with the Controls Assurance Review process detailed in this clause 8.8 – 8-14. This is a collaborative process designed to provide assurance to the Authority that the Grant Recipient's governance and management of the Funded Activity in the Territory is consistent with the Objectives, ensuring value for money and the management controls in place are effective to ensure the Grant is being spent appropriately.
- 8.9 The Grant Recipient shall cooperate with the Authority by fully engaging with the Controls Assurance Review, and shall ensure Employers and Representatives of the Grant Recipient also comply fully where required. This may include, but is not limited to, self-assessments, external assessments and their subsequent reports, and the creation of Controls Action Plans as details in Clause 27.4.
- 8.10 The Authority has the right through its "Provider Assurance Team" to carry out a Controls Assurance Review of the delivery and management of the Funded Activities by the Grant Recipient, Employers or the Grant Recipients Representatives, and shall identify any risks to the appropriateness and effectiveness of such delivery and management. Such findings shall be shared with the Grant Recipient, alongside an assurance level, which shall be determined and allocated by the Authority dependent on the risks identified.
- 8.11 Where any risks or required improvements are identified by the Authority under the Controls Assurance Review then the Authority may require the Grant Recipient to prepare and deliver a Controls Action Plan which addresses and/or mitigates (as appropriate) the risks identified in accordance with the provisions of Clause 27.4.
- 8.12 As part of the Controls Assurance Review, the Authority may share suggestions, learnings from previous similar situations, good practice examples, and/or recommendations, as to how the Grant Recipient may improve its controls in place to deliver the Funded Activities.
- 8.13 The frequency of the Controls Assurance Review will be determined by the Authority.
- 8.14 The Grant Recipient shall ensure that each Employer and any sub-contractor is required to comply with the Controls Assurance Review process detailed in this Clause 8 if reasonably requested by the Authority.

## **9 AUDITING AND ASSURANCE**

- 9.1 Within 6 (six) months of the end of the Term 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.
- 9.2 The Authority may, at any time during and up to 6 years after the end of the Term, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its

Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient shall ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors and all Employers.

9.3 If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Agreement, the Grant Recipient shall, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.

9.4 The Grant Recipient shall:

9.4.1 if required nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;

9.4.2 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

9.4.3 maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

9.5 The Grant Recipient shall retain and shall procure that each Employer shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of 6 years from the date on which the Term ends.

9.6 The Grant Recipient shall ensure that all its sub-contractors and all Employers retain each record, item of data and document relating to the Funded Activities for a period of 6 years from the date on which the Term ends.

9.7 Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.

9.8 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.

9.9 The Grant Recipient shall provide the Authority with copies of their annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with Clauses 9.8 or 9.9 the Authority may suspend funding or terminate this Agreement in accordance with Clause 27.

## **10 FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

10.1 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.

10.2 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.

- 10.3 All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority 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. 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.
- 10.4 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 as well as what it actually proven.
- 10.5 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.
- 10.6 For the purposes of Clause 10.4 “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 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.
- 10.7 The Grant Recipient shall procure that each Employer and any subcontractor shall be required to comply with the terms of this Clause 10 as if they were the Grant Recipient and shall enforce such terms where so required by the Authority.

## **11 CONFLICTS OF INTEREST**

- 11.1 Neither the Grant Recipient nor its Representatives nor any Employer shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Agreement.
- 11.2 The Grant Recipient must have and shall keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest, and the Grant Recipient shall procure that all Employers shall have and maintain equivalent procedures.
- 11.3 Where the Grant Recipient will also engage in the Scheme as an Employer it shall provide a written plan to the Authority for its approval stating how it will manage this arrangement and any potential conflict of interest that may arise as a result.

## **12 CONFIDENTIALITY**

- 12.1 Except to the extent set out in this Clause 12 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 (including Employers) who are directly involved in the provision of the Funded Activities and who need to know the information (Permitted Recipients). The Grant Recipient shall ensure that its Permitted Recipients are aware of and comply with the Grant Recipient’s obligations as to confidentiality in this Grant Agreement.
- 12.2 The Grant Recipient gives its consent for the Authority to publish the 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 Agreement.

12.3 Nothing in this Clause 12 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:

12.3.1 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;

12.3.2 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

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

12.4 Nothing in this Clause 12 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the 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.

12.5 The Grant Recipient shall procure that each Employer's shall be required to comply with the terms of this Clause 12 as if they were the Grant Recipient and shall enforce such terms where so required by the Authority.

## **13 TRANSPARENCY**

13.1 The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement is not confidential.

13.2 The Grant Recipient agrees that the Authority may share details of the Grant, including the names of the Grant Recipient and the Employers, 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.

## **14 STATUTORY DUTIES**

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

14.2 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.

14.3 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.

14.4 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 Agreement without consulting the Grant Recipient.

- 14.5 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 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.
- 14.6 The Grant Recipient shall procure that each Employer and subcontractor shall be required to comply with the terms of this Clause 14 as if they were the Grant Recipient and shall enforce such terms where so required by the Authority.
- 14.7 The Grant Recipient shall notify the Authority as soon as reasonably practicable of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff, officers or volunteers.

## **15 DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

- 15.1 The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation and shall enter into a separate data management agreement on or prior to the Commencement Date in respect of such obligations.

### **Public Procurement**

- 15.2 The Grant Recipient shall ensure that the Employers and any of its Representatives and subcontractors involved in the Funded Activities shall, 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.
- 15.3 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient shall comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with this Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.
- 15.4 Where any Employer or subcontractor is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient shall procure that all Employers and subcontractors shall comply, as necessary with the Procurement Regulations when procuring goods and services in connection with this Agreement and the Authority shall not be liable for the Employers' (or any one of them) failure to comply with its obligations under the Procurement Regulations.

## **16 SUBSIDY CONTROL**

- 16.1 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.

The Grant Recipient shall take all reasonable steps to assist the Authority to comply with any subsidy control investigations or proceedings into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.

## **17 INTELLECTUAL PROPERTY RIGHTS**

- 17.1 Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in this Agreement, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 17.2 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.
- 17.3 This licence excludes any materials created by the Grant Recipient any subcontractor or any Employer for use in its day-to-day activities outside the Scheme.
- 17.4 Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 17.5 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.

## **18 ENVIRONMENTAL REQUIREMENTS**

- 18.1 The Grant Recipient shall perform the Grant Recipient 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.
- 18.2 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 Grant Recipient Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 18.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Grant Recipient 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.

## **19 ASSETS**

- 19.1 Assets purchased with Grant funding must only be used for delivery of the Funded Activities and must be specified in the Delivery Plan.
- 19.2 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 Term.

The Grant Recipient shall agree in advance with the Authority any plans to purchase or improve any Major Assets and must keep a register of all Major Assets. The register must include the following particulars where appropriate:

- A) date of acquisition;
  - B) a description of the Major Asset;
  - C) Cost net of recoverable VAT;
  - D) Location of the Major Asset;
  - E) Serial or identification number;
  - F) Date of any Disposal of the Asset;
  - G) Depreciation or amortisation policy applied;
  - H) Proceeds of any Disposal net of VAT; and
  - I) The identity of any person to whom a Major Asset has been transferred.
- 19.3 The Grant Recipient shall provide a copy of the register to the Authority within 30 calendar days of the end of each financial year.
- 19.4 The Authority reserves the right to require the Grant Recipient to record and maintain the above particulars for any additional items which the Authority considers are material to the overall Grant.
- 19.5 Major Assets shall be owned by the Authority until ownership is transferred, Disposed of or otherwise agreed in writing by the Authority.
- 19.6 The Grant Recipient shall not Dispose of any Major Asset without the prior written consent of the Authority. If the Authority consents to such Disposal then such consent may be subject to the satisfaction of certain conditions to be determined by the Authority.
- 19.7 If the Grant Recipient Disposes of any Major Asset without the prior written consent of the Authority, the Grant Recipient shall use all reasonable endeavours to achieve market price for the Major Asset and must pay to the Authority a proportion of the proceeds of sale equivalent to the proportion of the value funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or part of the relevant proceeds where:
- (a) the sale of the Major Asset takes place at the end of the Term;
  - (b) the proceeds of the Disposal are to be applied directly to the purchase of replacement or equivalent assets to be used as Assets for the Funded Activities; or
  - (c) the Authority is otherwise satisfied that the Grant Recipient will apply those proceeds for purposes related to the delivery of the Funded Activities.
- 19.8 The Grant Recipient shall hold any proceeds from the Disposal of a Major Asset on trust for the Authority.
- 19.9 The Delivery Organisation shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of DWP.

## **20 INSURANCE**

- 20.1 The Grant Recipient shall during the Term and for 6 years after termination or expiry of the Term, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under this Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or this Agreement.
- 20.2 The Grant Recipient shall 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.

## **21 ASSIGNMENT**

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

## **22 SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

- 22.1 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.
- 22.2 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.

## **23 LOSSES, GIFTS AND SPECIAL PAYMENTS**

- 23.1 The Grant Recipient must obtain prior written consent from the Authority before:
- 23.1.1 writing off any debts or liabilities;
  - 23.1.2 offering to make any Special Payments; or
  - 23.1.3 giving any gifts,
- in connection with this Agreement.
- 23.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

## **24 BORROWING**

- 24.1 In accordance with Clause 24, the Grant Recipient must obtain prior written consent from the Authority before:
- 24.1.1 borrowing or lending money from any source in connection with this Agreement; or

- 24.1.2 giving any guarantee, indemnities or letters of comfort that relate to this Agreement, or have any impact on the Grant Recipient's ability to deliver and/or procure the delivery of the Funded Activities set out in this Agreement.

## **25 PUBLICITY**

- 25.1 The Grant Recipient gives consent and shall procure consent from each Employer and subcontractor 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 initial Grant application or any monitoring reports and information submitted to the Authority in accordance with this Agreement.
- 25.2 The Grant Recipient will comply and procure compliance from all Employers and subcontractors 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.
- 25.3 The Authority consents to the Grant Recipient, each subcontractor and each Employer carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 25.4 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 25.5 The Grant Recipient shall acknowledge and shall procure that each Employer and subcontractor shall acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 25.6 In using the Authority's name and logo, the Grant Recipient shall comply and shall procure that each Employer and each subcontractor shall comply with all reasonable branding guidelines issued by the Authority from time to time.

## **26 CHANGES TO THE AUTHORITY'S REQUIREMENTS**

- 26.1 The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 26.2 The Grant Recipient will accommodate any changes to the Authority's needs and requirements under this Agreement.

## **27 CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

### **Events of Default**

- 27.1 The Authority may exercise its rights set out in Clause 27.3 if any of the following events occur:

- 27.1.1 the Grant Recipient and/or any Employer uses the Grant for a purpose other than the Funded Activities;
- 27.1.2 the Grant Recipient fails to comply with its obligations under this Agreement, which is material in the opinion of the Authority;
- 27.1.3 the Grant Recipient fails to procure compliance with the obligations imposed on any Employer under this Agreement which is material in the opinion of the Authority;
- 27.1.4 where the Grant Recipient fails deliver the Funded Activities in accordance with the proposals in the Delivery Plan and 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;
- 27.1.5 the Grant Recipient and/or any Employer uses the Grant for Ineligible Expenditure;
- 27.1.6 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Monitored Outcomes and Specified Indicators;
- 27.1.7 the Grant Recipient fails to:
- (a) submit an adequate Remedial Action Plan or Controls Action Plan (as applicable) to the Authority following a request by the Authority pursuant to Clause 27.3.4, Clause 7.2.5 or Clause 8.11; or
  - (b) improve delivery of the Funded Activities in accordance with the Remedial Action Plan or Controls Action Plan approved by the Authority;
- 27.1.8 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);
- 27.1.9 the Grant Recipient fails to declare Duplicate Funding;
- 27.1.10 the Grant Recipient and/or any Employer and/or any subcontractor 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;
- 27.1.11 the Grant Recipient and/or any Employer provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 27.1.12 the Grant Recipient and/or any Employer commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, any Employer, its Representatives or a Third Party, as soon as it becomes aware of it;
- 27.1.13 the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives, subcontractors or any Employer has:
- (a) acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of the Authority;
  - (b) 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;

- (c) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
  - (d) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 27.1.14 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);
- 27.1.15 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;
- 27.1.16 where the Grant Recipient is subject to the requirements of the Local Government Finance Act 1988, where a report is made in respect of the Grant Recipient pursuant to section 114(3) or 114A of that Act;
- 27.1.17 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 Windsor Framework;
- 27.1.18 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);
- 27.1.19 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 or subcontractors in accordance with Clause 33.1.2;
- 27.1.20 the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- (a) will be materially detrimental to the Funded Activities and/or;
  - (b) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
  - (c) that the Change of Control would raise national security concerns and/or;
  - (d) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

27.2 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 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**

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

27.3.1 suspend or terminate the payment of Grant for such period as the Authority shall determine;

- 27.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- 27.3.3 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;
- 27.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) or the risks identified in a Controls Assurance Review in accordance with the procedure set out in Clauses 27.4 to 27.10; and/or
- 27.3.5 terminate this Agreement.

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

- 27.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan or Controls Action Plan in accordance with Clause 27.3.4, the draft Remedial Action Plan or Controls Action Plan (as applicable) shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 27.5 The draft Remedial Action Plan or Controls Action Plan shall set out:
  - 27.5.1 full details of the Event of Default and/or relevant risks identified in Controls Action Plan; and
  - 27.5.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default or identified risks including timescales.
- 27.6 On receipt of the draft Remedial Action Plan or Controls Action Plan (as applicable) and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan or Controls Action Plan to the Grant Recipient.
- 27.7 The Authority shall have the right to accept or reject the draft Remedial Action Plan or Controls Action Plan (as applicable). If the Authority rejects the draft Remedial Action Plan or Controls Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan or Controls Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan or Controls Action Plan to the Authority.
- 27.8 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan or Controls Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan or Controls Action Plan to take into account the Authority's comments.
- 27.9 If the Authority does not approve the draft Remedial Action Plan or Controls Action Plan the Authority may, at its absolute discretion, terminate this Agreement.
- 27.10 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either Clause 27.3.3 or 27.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

**General Termination rights – Termination for Convenience**

- 27.11 Notwithstanding the Authority's right to terminate this Agreement pursuant to Clause 27.3.4 above, the Authority may terminate this Agreement at any time by giving at least 3 months written notice.

- 27.12 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with this Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 27.13 If the Authority terminates this Agreement in accordance with Clause 27.11 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. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 27.14 The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

### **Change of Control**

- 27.15 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.
- 27.16 The Grant Recipient shall ensure that any notification made pursuant to Clause 27.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 27.17 Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under Clause 27.15 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 27.18 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under Clause 27.1 providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- 27.18.1 being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- 27.18.2 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,
- 27.19 The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.
- 27.20 The Authority hereby agrees and acknowledges that, where any default arises under this Agreement as a result of the acts or omissions of any Employer then Clause 27.21 shall apply.
- 27.21 Where the Grant Recipient has procured a legally enforceable contract with the relevant Employer which would allow the Authority to exercise rights against the Employer under that agreement on the basis of a third party rights claim under the Third Party Rights Act 1999 such that the Authority's right and prospect of recovery of the Grant is no less than it has against the Grant Recipient under this Agreement then the Authority agrees that in the first instance it shall seek recourse for the recovery of Grant from the relevant Employer and the Grant Recipient shall provide such reasonable assistance and information as may be required in support of such claim.

## **28 TUPE**

- 28.1 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 (if applicable) New Fair Deal (including entering into an Admission Agreement under New Fair Deal) and shall indemnify the Authority and/or any former Grant Recipient for any loss arising from any failure so to comply.
- 28.2 The Authority will use reasonable endeavours to procure from Former Grant Recipients all staffing information reasonably required including, but not limited to:
- 28.2.1 the total number of staff assigned for the purposes of the Employment Regulations to the Grant Recipient Funded Activities;
  - 28.2.2 the total number of staff of any sub-contractor engaged by the Former Grant Recipient to deliver the Grant Recipient Funded Activities (or part thereof);
  - 28.2.3 for each person so identified, the following information, in a suitably anonymised format so as to comply with the Data Protection Legislation:
    - 28.2.4 the activities they perform;
    - 28.2.5 amount of working time assigned to the Grant Recipient Funded Activities;
    - 28.2.6 date of birth;
    - 28.2.7 start date;
    - 28.2.8 length of continuous service;
    - 28.2.9 place of work;
    - 28.2.10 notice period;
    - 28.2.11 employment status;
    - 28.2.12 identity of employer;
    - 28.2.13 redundancy pay entitlement;
    - 28.2.14 salary, benefits and pension entitlements;
    - 28.2.15 any applicable collective agreement;
    - 28.2.16 copies of all relevant employment contracts and related documents; and
    - 28.2.17 all information required under regulation 11 of the Employment Regulations or as reasonably requested.
- 28.3 The Authority will use reasonable endeavours to procure from Former Grant Recipients a warranty as to the accuracy of any staffing information procured as listed above.
- 28.4 The Authority will use reasonable endeavours to procure that the Former Grant Recipient will 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 Former Grant Recipient; and (ii) the Grant Recipient.

28.5 The Authority will use reasonable endeavours to procure that the Former Grant Recipient will allow the Grant Recipient to communicate with and meet the affected employees or their representatives.

28.6 The Authority will use reasonable endeavours to procure that the Former Grant Recipients indemnify the 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:

28.6.1 its failure to comply with the provisions of this clause; and/or

28.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Former Grant Recipient, and/or any sub-contractor of the Former Grant Recipient, which arises or is alleged to arise from any act or omission by the Former Grant Recipient, and/or any sub-contractor of the Former Grant Recipient, before but not including the date of a Relevant Transfer.

28.7 The Grant Recipient agrees that no later than 12 months prior to the expiry or termination of the Term and thereafter at intervals stimulated 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 Grant Recipient Funded Activities. This shall include, where relevant, the staff of any sub-contractor engaged by the Grant Recipient to deliver the Grant Recipient Funded Activities (or part thereof). 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:

28.7.1 the activities they perform;

28.7.2 amount of working time assigned to the Grant Recipient Funded Activities;

28.7.3 date of birth;

28.7.4 start date;

28.7.5 length of continuous service;

28.7.6 place of work;

28.7.7 notice period;

28.7.8 employment status;

28.7.9 identity of employer;

28.7.10 redundancy pay entitlement;

28.7.11 salary, benefits and pension entitlements;

28.7.12 any applicable collective agreement;

28.7.13 copies of all relevant employment contracts and related documents; and

28.7.14 all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.

- 28.8 The Grant Recipient warrants the accuracy of the information provided under this clause 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.
- 28.9 In the 12 months before the expiry of the Term, the Grant Recipient shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):
- 28.9.1 change the identity and number of staff assigned to the Grant Recipient Funded Activities other than in the ordinary course of business;
- 28.9.2 amend or vary the terms and conditions of employment or engagement of any staff assigned to the Grant Recipient Funded Activities other than in the ordinary course of business; and/or
- 28.9.3 terminate or give notice to terminate the employment or engagement of any staff assigned to the Grant Recipient Funded Activities (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).
- 28.10 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.
- 28.11 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.
- 28.12 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:
- 28.12.1 its failure to comply with the provisions of this clause; and/or
- 28.12.2 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.
- 28.13 The provisions of this Clause apply during the Term and indefinitely after it terminates or expires.
- 28.14 Notwithstanding any other provisions of this Agreement, for the purposes of this Clause the relevant Third Party shall be able to enforce its rights under this Clause, but their consent will not be required to vary these Clauses as the Authority and the Grant Recipient may agree.

## **29 EXIT PLAN**

The Authority may require the Grant Recipient to prepare an Exit Plan to address the cessation or seamless transfer of the Funded Activities at the termination or expiry of this Agreement. Where so requested, the Grant Recipient shall prepare the Exit Plan within

one month of such request ensuring that the plan meets all reasonable requirements of the Authority and shall ensure that on any expiry or termination of the Agreement the Grant Recipient ensures that it manages the termination of the Funded Activities in accordance with such Exit Plan.

### **30 DISPUTE RESOLUTION**

- 30.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of this Agreement.
- 30.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Agreement) shall be referred in the first instance to the Parties' Representatives.
- 30.3 If the dispute cannot be resolved between the Parties' Representatives within a maximum of 14 days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

### **31 LIMITATION OF LIABILITY**

- 31.1 Subject to Clause 31.4, the Authority accepts no liability whatsoever for any consequences, whether direct or indirect, that may come about from the Grant Recipient and/or the Employer delivering the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant or otherwise as a result of the actions and/or omissions of the Grant Recipient and/or any Employer or any related party in relation to this Agreement or their respective obligations to Third Parties including but not limited to any contract for employment with a Funded Employee.
- 31.2 Subject to Clause 31.5 the Grant Recipient on behalf of itself and each Employer shall indemnify and hold harmless the Authority, and its Representatives and subcontractors with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient or any Employer in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to Third Parties.
- 31.3 Neither Party seeks to limit or exclude its own liability for death or personal injury caused by its own negligence, fraud, fraudulent misrepresentation or any other liability which cannot be limited or excluded by Law.
- 31.4 Subject to this Clause 31.1 and 31.3 the Authority's liability under this Agreement is limited to payment of the amount of Grant outstanding.
- 31.5 Subject to Clause 31.3, the Parties agree that the total liability of the Grant Recipient under Clause 31.2 of this Agreement shall not exceed three times the value of the Grant Recipient Cost payable to the Grant Recipient under the terms of this Agreement.

### **32 VAT**

- 32.1 If VAT is held to be chargeable in respect of this Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 32.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any

such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

### **33 CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL**

#### **33.1 The Grant Recipient:**

33.1.1 acknowledges that by signing this 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.

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

33.1.3 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 this 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 Clause 27.1.19.

#### **33.2 The Grant Recipient shall at all times during and following the end of the Term:**

33.2.1 comply with the requirements of the [Branding Manual](#) in relation to the Grant Recipient Funded Activities; and

33.2.2 procure the compliance of each Employer with the requirements of the [Branding Manual](#) in relation to the Employer Funded Activities;

33.2.3 cease use of the Funded by UK Government logo on demand if directed to do so by the Authority and procure compliance of all Employers with the same.

### **34 NOTICES**

34.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Schedule 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Schedule 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

### **35 GOVERNING LAW**

35.1 This Agreement 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.

**OR**

35.2 This Agreement will be governed by and construed in accordance with the laws of Scotland and the Parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts,

### **36 CHANGES TO THIS AGREEMENT**

36.1 Without prejudice to the express rights of the Authority to vary specific provisions of this Agreement, either Party can request a variation to the terms of this 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.

DRAFT

**SIGNED by:**

.....  
**Signature**

*[insert authorised  
signatory's  
name]*

.....  
**Title**

for and on behalf of the  
*[insert name of Department]*

.....  
**Date**

**SIGNED by**

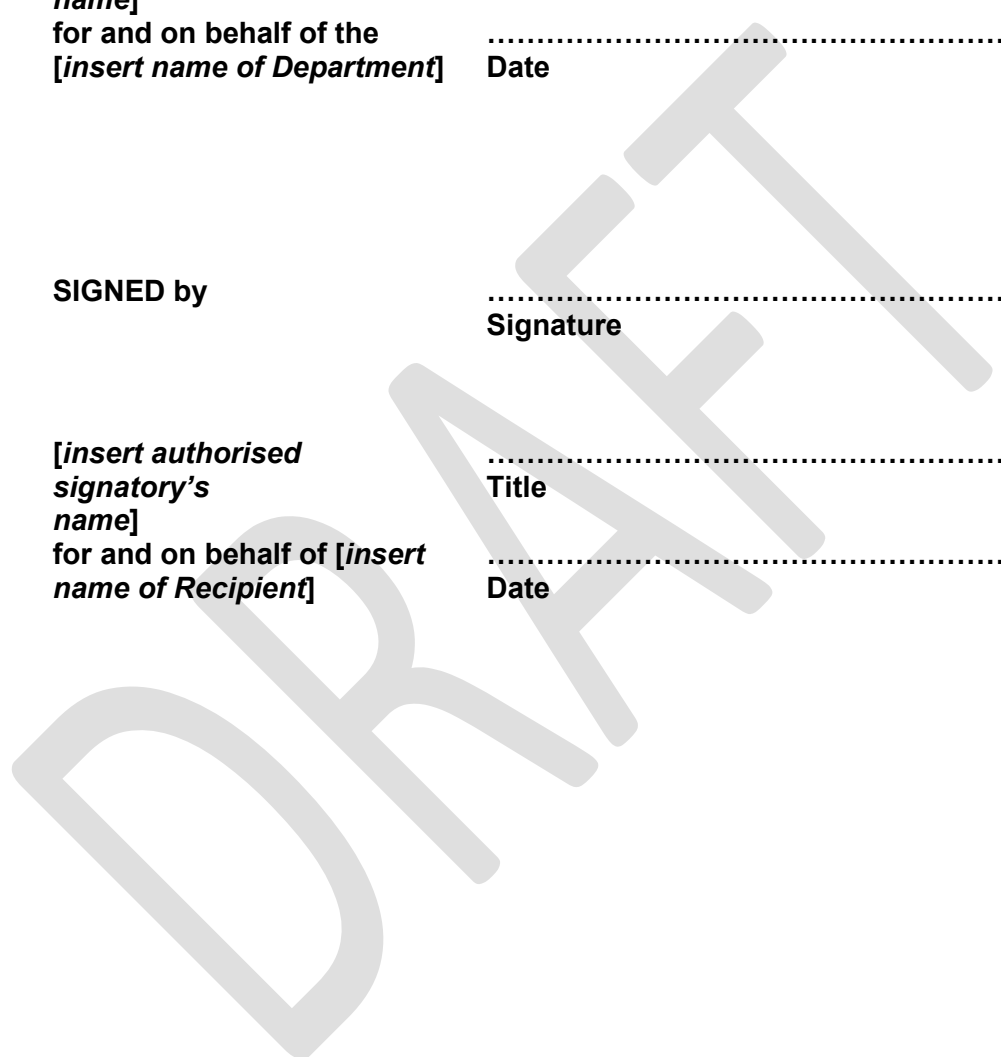
.....  
**Signature**

*[insert authorised  
signatory's  
name]*

.....  
**Title**

for and on behalf of *[insert  
name of Recipient]*

.....  
**Date**



**SCHEDULE 1 – GRANT FUNDING LETTER AND GRANT APPLICATION**

**PART A - GRANT FUNDING LETTER**

[Include a copy of your Grant Funding Letter]

DRAFT

**SCHEDULE 1**

**PART B – GRANT RECIPIENT’S [GRANT APPLICATION]**

[Include the Grant Recipient’s application here]

DRAFT

**SCHEDULE 2 –DELIVERY MODEL**

**PART A THE DELIVERY PLAN**

**[APPLICANT DELIVERY PLAN TO BE INCLUDED]**

**PART B GRANT COST REGISTER**  
**[GRANT COST REGISTER TO BE INCLUDED]**

## SCHEDULE 3 FUNDED ACTIVITIES

### PART A – GRANT RECIPIENT FUNDED ACTIVITIES

- 1.1. The Grant Recipient Funded Activities shall comprise the following activities together with any other activities which are reasonable incidental to the provision of these activities and/or such additional activities as may be approved by the Authority in writing before they are conducted.
- 1.2. **Grant Recipient Costs Activities**
- 1.2.1. engaging with a range of employers to identify Employers and job roles that will provide Acceptable Employment;
  - 1.2.2. running an open, fair and transparent process for employers to access and participate in the Scheme in accordance with the Employer Gateway Process;
  - 1.2.3. verify compliance of Employers and Acceptable Employment roles with the Law, and the requirements of this Agreement;
  - 1.2.4. accepting and processing of Referrals from Jobcentre Plus;
  - 1.2.5. contacting Referred Individuals to ensure that they become Participants in accordance with the proposals in the Delivery Plan and to meet the required Monitored Outcomes;
  - 1.2.6. working with Participants and Employers to match them to appropriate Acceptable Employment which meets the needs of the Referred Individual;
  - 1.2.7. matching Participants to the roles sourced under 1.2.1 and verified under 1.2.3 above, within timeframes agreed in the Delivery Model;
  - 1.2.8. working with Employers and Participants/ Funded Employees to support onboarding into Acceptable Employment through the procuring ~~the~~ of eligible equipment or training where needed and ensuring proper induction and workplace training are in place from the Employer;
  - 1.2.9. complying with monitoring, assurance and fraud/error controls set out in this Agreement;
  - 1.2.10. providing evidence of activity undertaken through the grant, maintaining accurate records, providing management information and outcomes and supporting with evaluation of the Scheme;
  - 1.2.11. cooperation with compliance checks and monitoring and the provision of external audit and account fees for reporting;
  - 1.2.12. passing on to the Employers the relevant payments of Employer Grant in accordance with this Agreement.
  - 1.2.13. undertaking assessments of Participants to determine their needs and providing relevant pre-employment support;
  - 1.2.14. assessing Participants' barriers to long-term sustainable employment to agree a support plan which delivers relevant support for employability, workplace retention, coaching or mentoring, and support for non-work-related barriers such as mental health;
  - 1.2.15. delivering wrap-around support following Referral and ongoing during any Funded Employment;
  - 1.2.16. where any Funded Employment ends before completion of a minimum of a 4 month period, working with the individual who has not completed the Required Term of Funded Employment to procure a new Funded Employment position meeting the requirements of this Agreement to complete the remainder of the Required Term;
  - 1.2.17. delivery of end-of-employment support for a period of at least one month before the end of the Funded Employment which targets retention with an Employer in a non-subsidised job, further education, formal training, or the application of newly developed skills to work search, for example CV drafting or interview preparation;

## **PART B EMPLOYER FUNDED ACTIVITIES**

- 1 The Employer Funded Activities shall comprise the following activities together with any other activities which are reasonable incidental to the provision of these activities and/or such additional activities as may be approved by the Authority in writing before they are conducted:
  - 1.1 providing Acceptable Employment to the Funded Employee for Required Term during the Funding Period;
  - 1.2 ensuring the Funded Employee has sufficient time during work hours to access any wraparound support provided by the Grant Recipient;
  - 1.3 providing any necessary onboarding equipment, items or software, in line with the Eligible Expenditure for Employer Onboarding Costs;
  - 1.4 providing of evidence to support the reimbursement of Employer Wage Costs and Employer Onboarding Costs, where requested,
  - 1.5 providing of evidence that the Funded Employment meets the requirements of Acceptable Employment on an ongoing basis;
  - 1.6 providing any other required evidence of compliance with the applicable terms of this Agreement.
  
- 2 Once the Funded Employee commences Acceptable Employment with the Employer, the Funded Employee will be directly employed by the relevant Employer and will work under day-to-day direction and control of the Employer. The Employer will need to ensure that the Funded Employee is provided with sufficient time to undertake any training or support facilitated by Grant Recipient.

## **SCHEDULE 4 PERFORMANCE MEASURES**

### **PART A SCHEME DETAILS**

1. The Scheme is targeted at Eligible Individuals and will provide subsidised employment together with tailored wraparound support subject to and in accordance with this Agreement.
2. The objectives of the Scheme are:
  - 1.1 to ensure that every Eligible Individual is guaranteed a suitable short-term job. The right number and type of jobs, need to be in the right places, at the right time.
  - 1.2 to provide personalised support to address barriers to work, so that Eligible Individuals can take up, stay-in and benefit from subsidised jobs, s and increase their chance of going on to find unsubsidised, sustained employment or move into further education or training.

(the “**Objectives**”).

## PART B – MONITORED OUTCOMES

This Schedule sets out the **Monitored Outcomes** and **Specific Indicators** applicable to the Grant Recipient for the duration of the Term.

The Grant Recipient shall be required to meet the reporting requirements in accordance with Clause 8 and Schedule 7.

### 1. Monitored Outcomes

1.1. The Monitored Outcomes are:

% Participants who are Referred who start Funded Employment
% Participants who start Funded Employment who complete the Required term in Funded Employment.
% of Participants entering employment, or education or training on completion of Funded Employment

1.2. The Monitored Outcomes will be monitored through the Monthly Report and any supporting information provided and will include a review against the Delivery Plan.

### 2. Specific Indicators

2.1. Specific indicators relating to Participants that will be considered in the context of the Monitored Outcomes are:

% of monthly Referrals accepted
% of Participants who attended Initial Meeting within 10 Working Days of Referral being received
% Referrals converted into Participants
% Participants receiving support within 5 Working Days of Initial Meeting
% of support plans reviewed at least monthly
% of Participants starting Funded Employment within 8 weeks of Initial Meeting
% of Participants starting Funded Employment and completing at least 8 weeks in Funded Employment
% of Participants starting Funded Employment and completing at least 16 weeks in Funded Employment
% of Participants starting Funded Employment and completing the Required Term
% Participants exiting the Scheme after disengagement
% of Participant completer summaries completed within 5 Working Days of end of Funded Employment
% of notifications to the Authority completed within 5 Working Days of Participant failing to engage

2.2. Specific Indicators relating to Employers that will be considered in the context of the Monitored Outcomes are:

Number of Acceptable Employment opportunities sourced per Participant
% Employer Declarations completed before Participant start date in funded Employment
% of Employers which have undergone compliance spot checks
% Employers reimbursed within 5 working days of receiving DWP Wage Costs Grant

2.3. Specific Indicators will be monitored through the reporting requirements in Schedule 7 and against the Delivery Plan. Thresholds for the Monitored Outcomes will be agreed between the Authority and the Grant Recipient and updated accordingly.

### 3. Outcomes

3.1. We expect that the above **Monitored Outcomes and Specific Indicators** will enable the Authority to monitor Grant Recipient delivery of the Funded Activity and application of the Grant to meet the Objectives.

**SCHEDULE 5 GRANT RECIPIENT BANK DETAILS**

**Part 1: Grant recipient details**

<p>Name of Main Grant Holder</p> <input style="width: 90%;" type="text"/>	<p>Address of Grant Holder</p> <input style="width: 90%; height: 100px;" type="text"/>
<p>Grant Determination number</p> <input style="width: 90%;" type="text"/>	<p>Postcode:</p> <input style="width: 90%;" type="text"/>
<p>Grant name</p> <input style="width: 90%;" type="text"/>	<p>Contact telephone number</p> <input style="width: 90%; border-bottom: 1px solid black;" type="text"/>

**Part 2: Bank details**

<p>Bank / Building Society name</p> <input style="width: 90%; height: 30px;" type="text"/>	<p>Account name</p> <input style="width: 90%; height: 30px;" type="text"/>
<p>Bank sort code</p> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>	<p>Account number</p> <input style="width: 90%; height: 30px;" type="text"/>
<p>Building Society roll number</p> <input style="width: 90%; height: 30px;" type="text"/>	<p>Account type</p> <input style="width: 90%; height: 30px;" type="text"/>
<p>Branch name</p> <input style="width: 90%; height: 30px;" type="text"/>	<p>Branch address</p> <input style="width: 90%; height: 30px;" type="text"/>
<p>Building Society roll number</p> <input style="width: 90%; height: 30px;" type="text"/>	<p>Postcode:</p> <input style="width: 90%; height: 30px;" type="text"/>

**Part 3: Address for remittance advice**

**Choose one method only**

<p>Send our remittance advice by post <input type="checkbox"/> ►</p>	<p>Postal address (if different from Part 1)</p> <input style="width: 90%; height: 30px;" type="text"/> <p>Postcode</p> <input style="width: 90%; height: 30px;" type="text"/>
<p>Send our remittance advice via email <input type="checkbox"/> ►</p>	<input style="width: 90%; height: 30px;" type="text"/>

**Part 4: Authorised signatories**

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

<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>					<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>				

**Part 5: Grant recipient declaration**

To be completed by the person who signed the 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.

<p>Name</p> <input style="width: 100%; height: 45px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> <td style="width: 25%; text-align: center;"> </td> </tr> </table>					<p style="text-align: right;"><i>Signature (the person who signed the agreement)</i></p> <input style="width: 100%; height: 45px;" type="text"/>

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

## SCHEDULE 6 ELIGIBLE EXPENDITURE

Eligible Expenditure means the following categories of costs incurred in the delivery of the Funded Activities but excluding all Ineligible Expenditure:

1. In respect of all Employer Funded Activities:
  - a) **Employer Wage Costs:** Employers will be reimbursed for actual wages costs for each Funded Employee undertaking Acceptable Employment with the Employer, up to 25 hours per week for six months at the relevant of Apprenticeship National Minimum Wage, National Minimum Wage or National Living Wage applicable for that Funded Employee, together with all associated Employer National Insurance Contributions and minimum Employer pension contributions where relevant. This includes wages or associated sick pay during periods of sick leave.
  - b) **Employer Onboarding Costs:** Employers will be able to claim reimbursement for onboarding costs associated with a Funded Employee starting Funded Employment. These costs can only be claimed where the Participant has accepted an offer of Acceptable Employment (becoming a Funded Employee), and best efforts must be made to reallocate any purchases or seek a refund before claiming where a Participant fails to start Funded Employment. Only one claim can be made per Funded Employee per Employer.

Eligible Expenditure for which the Employer can claim Employer Onboarding Costs for may include:

- a. Role specific items: uniform, personal protective equipment for example steel toe cap boots, basic equipment,
- (a) Set up costs for IT equipment and software licences,
- b. Workplace adjustments directly required for the Funded Employee that are not covered by statutory employer duties or other public funding (including Access to Work).

Ineligible Expenditure, for which the Employer cannot claim Onboarding costs for, may include:

- a. Purchase of equipment not for the sole use of the Funded Employee.
- b. Expenditure of the Employer not related to the Funded Employee.
- c. The provision of training for the Funded Employee which would reasonably be covered by the Grant Recipient Delivery Partner Costs.
- d. Purchasing of equipment or software for the Funded Employee which is covered or should reasonably be covered by other funding streams.
- e. Training and/or any onboarding costs which are, or could reasonably be, funded through funding available in respect of Apprenticeships.
- f. Any costs where such claim would result in the same costs being reimbursed more than once from public funds or otherwise.

2. In respect of all Grant Recipient Funded Activities
  - a. the costs directly incurred in providing support to a Participant or Funded Employee following Referral and while on Funded Employment. This must include (in line with Grant Recipient Funded Activities ) support and training for the Participant or Funded Employee to enable them to take up the Funded Employment, engage with Funded Employment and remain in the Funded Employment for the 6 months, including support to reengage where required, support to transition to sustained

employment, further education, or formal training following the end of the Funded Employment, and support to address personal barriers to work. This may include the following:

- i. Grant Recipient staff costs associated with the design and delivery of a training and support offer. This includes the design of a general offer ahead of the first Referral and working with each Participant and Funded Employee to tailor the plan to their specific needs or barriers.
- ii. Provision of pre-employment support and training to support the Participant to take up Funded Employment.
- iii. Provision of externally provided training courses, including those sourced by the Employer, to support the Funded Employee.
- iv. Where relevant, the provision of specific support to address personal barriers of the Participant or Funded Employee to employment, for example mental health support.

- b. costs incurred by the Grant Recipient in managing the Grant and meeting the obligations contained in this Agreement. This includes funding to deliver the Grant Recipient Funded Activities. This includes irrecoverable VAT incurred through delivery of the Funded Activities.

3. The following costs incurred by either the Grant Recipient or Employer may also be claimed subject to pre-approval by the Authority:

- a. Delivery Partner corporate overheads incurred through delivering the Funded Activities;
- b. costs reasonably and properly incurred in giving evidence to Parliamentary Select Committees;
- c. costs reasonably and properly incurred attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme. Where these form part of the normal meetings between the Grant Recipient and the Authority these costs do not require prior approval by the Authority;
- d. costs reasonably and properly incurred in providing independent, evidence-based policy recommendations requested by the Authority to local government, government departments or ministers related to the Funded Activity. This provision only relates to costs incurred by the Employer and costs incurred by the Grant Recipient in providing such recommendations should be included in Grant Recipient Costs; and
- e. providing independent evidence-based advice where requested by the Authority to local or national government to support the objectives of the Funded Activity. This provision only relates to costs incurred by the Employer and costs incurred by the Grant Recipient in providing such recommendations should be included in Grant Recipient Costs.

4. The following costs shall be Ineligible Expenditure:

- a) additional wage payments and pension contributions to their Funded Employees above the Employer Wage Costs.

36.1.2 (b) 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;

- (a) costs to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- (b) costs to petition for additional funding or to cover costs incurred in the preparation of the Grant Application;

- 36.1.3 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 36.1.4 input VAT reclaimable by the Grant Recipient from HMRC;
- 36.1.5 payments for activities of a political or exclusively religious nature;
- 36.1.6 costs reimbursed, or to be reimbursed, by other grants – for example workplace access support funded through Access to Work
- 36.2 Other examples of expenditure, which are prohibited, include the following:
  - 36.2.1 contributions in kind;
  - 36.2.2 interest payments or service charge payments for finance leases;
  - 36.2.3 gifts;
  - 36.2.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 36.2.5 payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
  - 36.2.6 bad debts to related parties;
  - 36.2.7 payments for unfair dismissal or other compensation;
  - 36.2.8 payments for advertising, communications, consultancy, marketing spend not directly and proportionately related to securing Jobs Guarantee jobs
  - 36.2.9 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
  - 36.2.10 the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
  - 36.2.11 liabilities incurred before the commencement of this Agreement unless agreed in writing by the Authority.
  - 36.2.12 The Authority may, from time to time, issue further guidance to the Grant Recipient on what constitutes Eligible Expenditure.

**SCHEDULE 7 NOTIFICATION, REPORTING AND AUDIT**

- 1 The Grant Recipient shall notify the Authority as soon as reasonably practicable:
- 1.1 upon receiving any Referral
- 1.2 upon converting a Referred Individual to a Participant, by confirming the Participant has attended the Initial Meeting at the correct time;
- 1.3 upon agreeing any Funded Employment or on any relevant changes (as highlighted in the relevant notification form) to the Funded Employment.
- 1.4 upon any Referred Individual and/or Participant (as applicable) having a relevant change of circumstances, failing to engage or leaving their Funded Employment early. This should include the reason for non-engagement or leaving
- 1.5 Such notifications set out in 1.1 to 1.4 of this schedule shall be in the form as designated by the Authority and notified to the Authority via the method agreed with the Authority.
- 1.6 upon becoming aware of any event which:
- a) has or might have a Material Adverse Effect on the Grant Recipient or any Employer;
  - b) has or might have a detrimental effect on any aspect of the Funded Activities;
  - c) prejudices or might prejudice the Grant Recipient's ability to achieve the Monitored Outcomes and Specific Indicators ;
  - d) has resulted in or might result in insolvency;
  - e) on becoming aware of any claim brought against the Grant Recipient or any Employer arising out of or in relation to the Grant and/or delivery of Funded Activities;
  - f) upon becoming aware of any investigations into or findings of breach of:
    - (a) any equality or anti-discrimination legislation or regulations directly or indirectly related to the Funded Activities whether or not the Grant Recipient or any Employer is responsible for the alleged breach or is subject to the investigation; or
    - (b) Data Protection Legislation whether or not the Grant Recipient and/or the Employer and/or any other Third Party is responsible for the breach or is the subject of the investigation (as appropriate); and/or
    - (a) any challenge under, investigations into or findings of any breach of the Procurement Regulations whether or not the Grant Recipient and/or any Employer and/or any other Third Party is responsible for the breach or is the subject of the investigation (as appropriate);
- 1.1.2 upon any audit or statutory or regulatory investigation in relation to any aspect of the Funded Activities;
- (a) on the occurrence of any act/omission of the Grant Recipient or of any Employer or subcontractors that harms or has the potential to harm the reputation of the authority or to bring them into disrepute; or
  - (b) in the event of the receipt by it of any other income or funds or other public sector financial assistance or guarantees of them, or the offer of same, in respect of the Funded Activities beyond any amounts of the same notified by the Grant Recipient to the Authority as part of or in connection with its application; and/or
  - (c) upon becoming aware that any information given or supplied in relation to the application becomes misleading or inaccurate;
  - (d) upon becoming aware of any major health and safety event for the Grant Recipient and/or any Employer.

1.2 In the event of notification by the Grant Recipient under paragraph 1 of this schedule, if applicable and if requested by the Authority, the Grant Recipient will provide, together with such notification, a proposal for resolution or mitigation of the event and will take into account all representations of the authority on such proposals.

## 2 REPORTING AND MONITORING

2.1 The Grant Recipient shall provide and shall procure that each Employer shall provide on an ongoing basis such access to information, personnel and the site as may be required by the Authority to verify compliance with the terms of this Agreement. Failure to comply with this paragraph 2 shall be deemed to be a material breach of this Agreement and shall allow the Authority to exercise its rights pursuant to clause 27 (clawback, events of default, termination and rights reserved for breach and termination).

2.2 The Grant Recipient shall:

2.2.1 closely monitor the delivery of the Funded Activities throughout the Term to ensure that the Objectives and terms of this Agreement are achieved;

2.2.2 closely monitor and deliver the Monitored Outcomes throughout the Term to ensure that the aims and objectives of this Agreement are achieved;

2.2.3 closely monitor each Employer throughout the Term and the delivery of the Employer Funded Activities to ensure that the aims and objectives of this Agreement are achieved; and

2.2.4 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 and procured that each Employer has used the Grant in accordance with this Agreement.

2.3 The Grant Recipient shall submit a Monthly Report in the form and via a method specified by the Authority, in the first week of each calendar month which shall provide a report on:

2.3.1 programme delivery for the end-to-end journey of each Participant (for example referral date, jobs start date, type of wraparound support provided);

2.3.2 Employer data (for example sector, size);

2.3.3 Aggregated reporting (for example fraud and complaints reporting).

2.4 The Grant Recipient shall submit a Quarterly Report on actual costs incurred by the Grant Recipient in delivery of the Grant Recipient Funded Activities in the previous quarter, reconciled against the Delivery Partner Cost Register. This includes:

2.4.1 Actual costs incurred on Delivery Partner Costs for the previous quarter which should be approved by a suitable designated or statutory officer;

2.4.2 Actual costs incurred by the Delivery Partner in the reimbursement of Employers for eligible Employer Onboarding Costs for the previous quarter, which should be approved by a suitable designated or statutory officer.

2.5 The Grant Recipient shall collect and retain evidence of Onboarding Costs paid to Employers by the Grant Recipient, and the claims submitted to them for these costs along with any evidence of spend. The Grant Recipient will be required to evidence these costs as part of their Quarterly Report of actual costs, to enable reimbursement, in line with Section 5 of this Agreement.

- 2.6 The Grant Recipient shall collect and retain evidence of Wage Costs reimbursement for employers and evidence of payment made to the Funded Employee (for example payslips-), made available to the Authority upon request. In addition, the Authority may require the Grant Recipient to provide a Report on wage payments using a form specified by the Authority. The frequency will be specified by the Authority.
- 2.7 The Grant Recipient must be able to report on Employer Compliance Spot Checks which ensure Employers meet the requirements set out in the Employer Declaration form in Schedule 9 and in this Agreement, in a manner specified by the Authority, and at a frequency specified by the Authority. Serious breaches of the requirements set out in this Agreement which are suspected, reported or identified must be reported to the Authority immediately.
- 2.8 The Grant Recipient should ensure all Monthly Reports meet the following:
- 2.8.1 are true and accurate in all material respects;
  - 2.8.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 2.8.3 that any data it provided pursuant to the Grant Application may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.
- 2.9 Notwithstanding the provisions of Clause 27 the Authority may, if it considers (acting reasonably) that sufficient progress is not being made against the Delivery Plan and targets for the Outputs, request that the Grant Recipient provides additional reports containing such information as it reasonably requests to enable it monitor progress of the Funded Activities more closely.
- 2.10 The Authority or the Grant Recipient may call a review meeting at any time to discuss (amongst other things) the contents of any Monthly Reports provided that the Party requesting the meeting:
- 2.10.1 gives not less than fifteen (15) Working Days prior written notice to the other of such meeting; and
  - 2.10.2 includes with the notice an agenda for such meeting.
- 2.11 The Grant Recipient shall provide the Authority as soon as is reasonably practicable with such information or reports as the Authority shall reasonably require to support or facilitate the meetings referred to in this Agreement and to monitor the performance of the Grant Recipient's obligations under this Agreement. The Authority and the Grant Recipient shall each use all reasonable endeavours to ensure that any Representatives at any meeting held pursuant to this Schedule have the necessary authority and knowledge to deal with the items on the agenda for such meeting(s). subject to the prior approval of the other party (such approval not to be unreasonably withheld or delayed) either party may request that additional persons attend a meeting to provide detailed or particular advice or information. save as otherwise agreed between the parties, any meeting under this schedule shall be minuted by the Grant Recipient and such minutes shall be distributed within ten (10) working days following the meeting to the authority and any other attendee.
- 2.12 Nothing in this schedule shall prevent the Authority from requesting (whether on behalf of itself or any UK government office) at any other time information from the Grant Recipient in respect of any of the items listed in this schedule and the Grant Recipient shall promptly respond to any such request.

- 2.13 The Authority shall undertake surveys with Participants, Funded Employees, and Employers at its discretion to collect such qualitative data to demonstrate the delivery of the Funded Activities in accordance with this Agreement and review policy delivery and the Grant Recipient shall provide any support required by the Authority to facilitate this.
- 2.14 The Authority may itself or through a Third Party undertake research and evaluation exercises of the Funded Activities and the Scheme generally. The Grant Recipient shall and shall ensure that the Employers shall, during and after the Funding Period, cooperate with the Authority and/or any Third Party by responding to requests for information, surveys and questionnaires and by providing access to its employees, customers and contractors as may be required by the Authority and/or the selected Third Party. The results of any research and evaluation will be handled in such a way that they do not identify individual respondents, unless permitted by Data Protection Legislation.

**SCHEDULE 8 CONTACT DETAILS**

The main departmental contact in connection with the Grant is:

Name of contact	[ ]
Position in organisation	[ ]
Email address	[ ]
Telephone number	[ ]
Fax number	[ ]
Postal address	[ ]

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

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

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

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

## SCHEDULE 9 EMPLOYER DECLARATION

This declaration must be given by each Employer prior to the commencement of the first placement with that Employer and then renewed annually thereafter while they are engaged in the Scheme and such declaration must be signed by a person authorised to sign on behalf of such organisation.

The signed declaration must be returned to the Grant Recipient and the Grant Recipient shall retain all Employer declarations for the Term and for a period of 6 years thereafter. The Grant Recipient must provide copies of these declarations to the Authority on request.

The declaration shall be read in accordance with the notes attached.

I, the undersigned, declare on behalf of the organisation I represent that:

- A) When employing any individual under the National Jobs Guarantee Scheme we shall ensure that we shall not exceed the Permitted Ratio of grant funded employees to other employees;
- B) When receiving the grant anticipated by employing the individual/s notified under the National Jobs Guarantee Scheme, we have not and shall not on behalf of ourselves and all Related Organisations be in receipt of more than £25,000,000 (twenty-five million pounds) from National Jobs Guarantee Scheme, the Jobs Guarantee Pilot and Youth Grant when taken collectively across the Relevant Period;

When employing any individual under the National Jobs Guarantee Scheme, we shall ensure that such employment will not reduce, replace or otherwise negatively impact on the hours of employment given to any other employee, apprentice or contractor in our organisation.

Furthermore, I confirm that:

the information provided in this declaration is complete and accurate; and

if any matter comes to our attention or circumstances change such that that information provided in this declaration is no longer complete and accurate then we shall provide notice of such change to the Department for Work and Pensions promptly; and

I understand that the information and obligations in this declaration shall be relied upon by the Department for Work and Pensions in making grant available to my organisation and I understand that if I provide untruthful, false or incomplete information it may lead to a requirement to repay the whole of the grant received plus any associated costs and interest on this amount.

Signed.....  
Name:.....  
Role.....  
Date:.....

### Notes

National Jobs Guarantee Scheme – means the DWP grant described at [Jobs Guarantee - GOV.UK](#)  
Jobs Guarantee Pilot – means the DWP grant described at [Jobs Guarantee - GOV.UK](#)  
Youth Grant – means the DWP grant described at the [announcement](#)

Related Organisations means your organisation and any other associated organisation that would be deemed to be a single economic operator for the purposes of subsidy control law and guidance as set out at [Statutory guidance for the United Kingdom subsidy control regime, Subsidy Control Act 2022](#).

Relevant Period means this financial year and the two preceding financial years taken together.

Permitted Ratio means the number of Funded Employees that can be employed by your organisation based on the existing number of staff employed by your organisation as follows:

<b>Employer Size</b>	<b>Number of permanent employees</b>	<b>Ratio of Jobs Guarantee participants</b>
Micro	1 – 3 employees	Maximum of one job at a time
	4 – 9 employees	Maximum of two jobs at a time.
Small	10-49 employees	Lower of (a) ratio of 4 full-time employees to one Jobs Guarantee participant (20%) <u>or</u> (b) maximum of six jobs at a time.
Medium	50-249 employees	Lower of (a) ratio of seven full-time employees to one Jobs Guarantee participant (12.5%) <u>or</u> (b) maximum of 25 jobs.
Large	250+ employees	Ratio of nine full-time employees to one Jobs Guarantee participant (10%) up to a maximum of £25m in funding over three years.

## **SCHEDULE 10 EMPLOYER GATEWAY PROCESS**

- 1.1 The Grant Recipient shall advertise the Scheme in an open, transparent and accessible way to procure the engagement of a variety of employers from a variety of sectors across the whole of the Territory.
- 1.2 The Grant Recipient shall ensure that it engages equally and fairly with all employers who seek to engage in the Scheme.
- 1.3 The Grant Recipient shall utilise a simple application form for employers to apply to the Scheme which shall determine:
  - a. employer legitimacy and eligibility to participate in the Scheme;
  - b. that the proposed role is Acceptable Employment based on the provision of a job description.
- 1.4 The Grant Recipient may choose to enter into a contract with each Employer in relation to any of the requirements applicable to Employers under this Agreement at its discretion.
- 1.5 In respect of the information provided by Employers, the Grant Recipient may verify the information at any appropriate point during the engagement process in accordance with its own operational policies but shall ensure that the Grant Recipient is satisfied that any employer meets the requirements of this Agreement prior to the commencement of any Placement.
- 1.6 The Authority acknowledges that the Grant Recipient shall exercise some discretion in matching Referred Individuals with proposed roles but in making such a determination the Grant Recipient shall take account of the following factors (without limitation):
  - a. Participant preferences;
  - b. Distance from Participant;
  - c. Easements which impact suitability;
  - d. Progression routes available;
  - e. Skills to be developed; and
  - f. Development support offered.

But shall under no circumstances take account of any of the following factors:

  - i. Employer size;
  - ii. Employer sector (save in relation to Participant preference);
  - iii. Ease of engagement and working with an employer; or
  - iv. Previous relationships with any employer or member of their staff.
- 1.7 The Grant Recipient shall ensure that all potential employers are aware of the factors that shall be applied in determining a match with Participants and the weighting of any criteria to be applied. The Grant Recipient shall ensure the fair and transparent application of such criteria and shall ensure that there is an adequate audit trail in relation to how decisions are taken which shall be made available to the Grant Recipient on reasonable request.