



Grant Funding Agreement

For the delivery of the

XXXXX

Between

Nottingham City Council

Of Loxley House

Station Street

Nottingham

NG2 3NG

And

("the Recipient")

Dated: TBC

Funded by

This Agreement is made on insert date

PARTIES

(1) Nottingham City Council, whose principal address is at LOXLEY HOUSE, STATION STREET, NOTTINGHAM, NG2 3NG (Nottingham City Council).

(2) DGP Supplier

(the Recipient).

Background

The Recipient's project falls within the funding supplied by XXXX for delivery of the YYYY programme.

- a) Nottingham City Council, on behalf of the Funder, will administer the Funding.
- b) This grant agreement sets out the terms and conditions on which the Grant is made to the Recipient.
- c) This agreement is a requirement for Nottingham City Council to pay to the Grant under the Funding Agreement that Nottingham City Council has signed with the Funder. The relevant terms of which are set out at Schedule 2.

1. Definitions

Application	The application submitted by the Recipient to access funding from Nottingham City Council as set out in Schedule 1.
Authorised Representative	A representative of Nottingham City Council who shall have day to day management of the Funding Scheme.
Award	The award of the Grant by Nottingham City Council to the Recipient as detailed in this Agreement.
Award Letter	The letter sent to the Recipient confirming the Grant to be awarded by Nottingham City Council.
Bribery Act	The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Commencement Date	Insert date
Data Protection Legislation	Means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Equality Act 2010	The Equality Act 2010 legally protects people from discrimination in the workplace and in wider society.
Excluded Costs	Means costs that cannot be covered through XXX funding details of which were circulated in the Call-Off Further Competition Specification
Funding Scheme	The XXXX Fund scheme being administered by Nottingham City Council and from which the Award is made to the Recipient.
Governing Body	The governing body of the Recipient including its directors or trustees.
Grant	The sum to be paid to the Recipient as detailed in Schedule 3.
Grant Details	Means the details of the Award including the Project, Grant and Grant Period as set out in Schedule 3
Grant Period	The period for which the Grant is awarded starting on the Commencement Date.
HRA	Means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
Intellectual Property Rights	All patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-how however arising for their full term and any renewals and extensions.
Information Acts	Means the Data Protection Legislation, Freedom of Information Act (FOIA) and Environmental Information Regulations (EIRs) as amended from time to time.
Know-how	Information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
Match Funding	Any required committed contribution from the Recipient to the project, either in-kind or financial as detailed in the Grant Details.
Outcomes and Outputs	The outcomes and/or Outputs expected to be achieved by the Recipient in delivery the Project as further detailed in Schedule 3.
Personal Information	Has the same meaning as defined in the Data Protection Legislation.
The Prevent Duty	The Prevent strategy, published by the Government in 2011, is part of our overall counter-terrorism strategy, CONTEST. The aim of the Prevent strategy is to reduce the threat to the UK from terrorism by stopping people becoming terrorists or supporting terrorism.
Premises	The site(s) which is (are) to be the location of the Project.

Prohibited Act

The Recipient:

(i) offering, giving or agreeing to give to any servant of Nottingham City Council any gift or consideration of any kind as an inducement or reward for:

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

(b) showing or not showing favour or disfavour to any person in relation to this Award or any other contract with Nottingham City Council; and

(ii) entering into this Award or any other contract with Nottingham City Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Nottingham City Council;

(iii) committing any offence:

(a) under the Bribery Act;

(b) under legislation creating offences in respect of fraudulent acts; or

(c) at common law in respect of fraudulent acts in relation to this Award or any other contract with Nottingham City Council ; or

(iv) defrauding or attempting to defraud or conspiring to defraud Nottingham City Council.

Project

The project as set out in the Grant Details.

Project Activities

Means the activities to be delivered by the Recipient using the Grant as detailed within Schedule 1 and Schedule 3 of the Grant Funding Agreement (GFA).

Recipient

The organisation named in the Grant Details who is to receive the Grant.

Subsidy

Money given from the public purse to an organisations giving them an advantage over other organisations. The impact managed and mitigated by the Subsidy Control Act of 2022

2. Use of Grant

2.1 The Recipient acknowledges that Nottingham City Council has entered into grant funding arrangements with the Funder in respect of the allocation and administration of the Grant, the relevant terms of which are set out in Schedule 2.

2.2 The Recipient undertakes that it shall not do, or allow to be done, by its employees, personnel, contractors or representatives, anything which would put Nottingham City Council in breach of

the terms of the **grant determination letter** and it shall work with Nottingham City Council to assist in its compliance with the terms of it in delivering the Project under these Grant Conditions.

2.3 The Grant shall at all times be used in accordance with these Grant Conditions and the Award.

2.4 **For the avoidance of doubt, the Grant shall only be used for permitted XXXX Outputs and Outcomes. Guidance on Outputs and Outcomes is located at YYYYYY:**

Excluded Costs cannot be covered through XXXX funding.

2.5 The payment of the Grant is conditional upon:

- receipt by the Recipient of any due Match Funding, if applicable, as detailed in the Grant Details at Schedule 3.
- Nottingham City Council's satisfaction that:
 - activities have been delivered to support Nottingham City residents, businesses, communities and neighbourhoods in line with those included in the Recipient's application
 - arrangements exist for the appropriate handling and protection of data by the Recipient; and
 - the Recipient provides equal treatment and access to provision for all and relevant adjustments under the Equality Act 2010:

<https://www.gov.uk/guidance/equality-act-2010-guidance>.

2.6 The Recipient shall not use the Grant or allow any part of the Grant to be involved in unlawful activity or activity which may bring Nottingham City Council into disrepute.

2.7 **The Recipient shall not use the Grant or any part of the Grant to promote support for any political party or for the advancement of religion.**

2.8 The Recipient shall use the Grant only for the delivery of the Project to produce the Outcomes and/or Outputs.

2.9 The Grant shall not be used for any other purpose without the prior written agreement of Nottingham City Council.

2.10 The Recipient shall not make any significant change to the Project without Nottingham City Council's prior written agreement (not to be unreasonably withheld).

2.11 The Recipient shall not use the Grant to:

- (a) make any payment to members of its Governing Body, unless they are also employees
- (b) purchase buildings or land, unless this has been approved in advance by Nottingham City Council ; or
- (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date, unless this has been approved in writing by Nottingham City Council.

2.12 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without written permission of Nottingham City Council.

2.13 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies paid in advance are returned to Nottingham City Council.

2.14 The Recipient agrees to comply with all applicable Laws, statutes and regulations including but

not limited to the Information Acts, the HRA and anti-bribery and corruption legislation.

3. Payment of Grant

3.1 Nottingham City Council will pay, subject to evidence that the Grant is being used for the delivery of the Project as required in accordance with Schedule 3, on:

- (i) receipt of an invoice and/or other required claim information from the Recipient;
- (ii) receipt of satisfactory financial and monitoring information as reasonably required by Nottingham City Council in order to comply with the requirements of the funder

3.2 All Grant payments are exclusive of any VAT (unless the Recipient shows that they cannot recover VAT) and the Recipient shall be responsible for any VAT liabilities that may arise in connection with any expenditure of the Grant.

3.3 The amount of grant shall not be increased in the event that the Recipient finds after signing the agreement that it cannot recover VAT. All payments in this instance will be deemed as inclusive of VAT.

3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project without prior approval and signing of a variation to this agreement by both parties.

3.5 The Grant shall be paid into a separate bank account in the name of the 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 Recipient.

3.6 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of Nottingham City Council.

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

4. Third Party Funding

4.1 The Recipient must inform Nottingham City Council if, at any time before the end of the Grant Period, it receives any funding from any other source or person towards the Project, not stated in the Application to be already committed to the Recipient, including the amount of that funding and purposes to which it is to be applied against the Project.

4.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify Nottingham City Council in writing and in advance of its intention to do so. Where such funding is obtained, it will provide Nottingham City Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that Nottingham City Council is funding in full under the Award.

4.3 Where, before or during the Grant Period, the Recipient receives any funding from any other source or person towards the Project that was not already committed to the Recipient and disclosed in the Application, Nottingham City Council may, where that funding duplicates funding contained in the Grant, require repayment part of the Grant up to the amount of duplicate funding received.

5. Accounts

5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it in such format as required by Nottingham City Council.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for seven (7) years after the end of the project or any other date as notified by Nottingham City Council following receipt of any Grant monies to which they relate. Nottingham City Council shall have the right to review and /or to audit , at Nottingham City Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Gant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall ensure that all its subcontractors retain each record, item of data and document relating to the Project Activities for a period of seven (7) years from the date on which the Funding Period ends.
- 5.5 The Recipient shall provide Nottingham City Council, upon request, with a copy of its annual accounts for the relevant financial year, following completion of these accounts in respect of each financial year in which the Grant is paid.
- 5.6 The Recipient shall comply and facilitate Nottingham City Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Nottingham City Council.
- 5.7 The Recipient shall record in its financial reports the amount of Match Funding it receives including details of how it is used.

6. Monitoring and Reporting

- 6.1 In order for Nottingham City Council to establish that the Grant has been used in accordance with the Award the recipient shall report to Nottingham City Council on its use of the Grant and delivery of the Project. Those reports must contain the information, be in the format, delivered at the frequency, and to the timescales as Nottingham City Council reasonably requests (as may be specified in Schedule 3). The Recipient shall also provide Nottingham City Council with all reasonable assistance and cooperation in relation to any ad-hoc information requests made by Nottingham City Council in relation to the Project and where necessary to ensure Nottingham City Council is required to report back to the Funder.
- 6.2 Nottingham City Council and the Recipient shall, at Nottingham City Council's request and at the frequency specified by Nottingham City Council, meet to review the progress and delivery of the Project.
- 6.3 Where appropriate the Recipient will consult with Nottingham City Council on matters relating to the Project for advice and guidance.
- 6.4 The Recipient shall permit any person authorised by Nottingham City Council and the Funder such reasonable access with or without notice to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the Grant Conditions and shall, if so required, provide appropriate oral and/or written explanations from them during the Funding Period. Additional evaluation requirements are detailed within Schedule 3.
- 6.5 The Recipient shall ensure that necessary information and access rights are explicitly included within all arrangements with any subcontractors if the Funder requires further information, explanations and documents. In order for the Funder to establish that the Grant has been used properly in accordance with the Grant Determination Letter, the Recipient shall within 3 working days of a request from the Funder (either directly or from the Council) provide, free of charge, the requested information.
- 6.6 The Recipient shall permit any person, authorised by Nottingham City Council for the purpose,

to visit the Recipient **once every quarter** to monitor the delivery of the Project. Where, in its reasonable opinion, Nottingham City Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

- 6.7 The Recipient shall provide Nottingham City Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed. This will be in format as required by Nottingham City Council.
- 6.8 The Recipient shall notify Nottingham City Council as soon as reasonably practicable of any actual or potential failures to comply with its obligations under these Conditions and or any actual or potential variations to the eligible expenditure on the project.
- 6.9 The Recipient acknowledges that the Funder will review the Grant during the delivery of the Project. The Recipient shall assist Nottingham City Council in any request to provide information for the preparation of and compliance with a Remedial Action plan if required by the **Funder**.

7. Publicity

- 7.1 The Recipient confirms that it gives consent to the **Funder** to publicise the Grant and details of the Project using information gathered from the application for the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or Nottingham City Council without the prior written consent of Nottingham City Council. This can include publishing or presenting the results of the Project in academic journals, conferences, or other appropriate academic forums. Such consent to not be reasonably withheld.
- 7.3 The Recipient shall acknowledge the support of the **Funder** as well as UK government where requested in any materials that refer to the Project and in any written or spoken public presentations about the Project in accordance with the regulations for such. Such acknowledgements (where appropriate or as requested by Nottingham City Council) shall include Nottingham City Council's name and logo using the templates provided by Nottingham City Council from time to time and that of the **Funder** publicity. **Further guidance is provided on XXX.**
- 7.4 The Recipient shall acknowledge the support of the **Funder** in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) will include the **Funder** and Nottingham City Council logos, using the templates provided by the Funder and Nottingham City Council.
- 7.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by Nottingham City Council, including but not limited to testimonials, taking part in case studies and sharing experiences with other Organisations in receipt of Nottingham City Council **XXX** funds at events.
- 7.6 The Recipient shall comply with all reasonable requests from Nottingham City Council or the **Funder** directly, to facilitate visits, provide reports, statistics, photographs and case studies that will assist Nottingham City Council in its promotional activities relating to the Project.
- 7.7 Nottingham City Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice but with agreement as to the nature of such.

8. Withholding, Suspending, Repayment or Termination of Grant

- 8.1 Except where otherwise specified, the terms of the Award and these Grant Conditions shall apply from the Commencement Date until the expiry of the Grant Period.

- 8.2 Any obligations under the Award that remain unfulfilled following the expiry or termination of the Award shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.
- 8.3 Nottingham City Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to Nottingham City Council's other rights and remedies, Nottingham City Council may at its discretion withhold, suspend or terminate payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) Nottingham City Council does not continue to receive XXXX funding after the first or subsequent financial years of expected delivery
 - (b) The Recipient uses the Grant for purposes other than those for which it has been awarded;
 - (b) The delivery of the Project does not start within one month of the Commencement Date and the Recipient has failed to provide Nottingham City Council with a reasonable explanation for the delay;
 - (c) The Recipient uses the Grant other than for eligible expenditure;
 - (d) Nottingham City Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (e) The Funder exercise clawback provisions within the Agreement under which it transfers monies to Nottingham City Council;
 - (f) The Recipient is, in the reasonable opinion of Nottingham City Council delivering the Project in a negligent manner;
 - (g) The Recipient obtains duplicate funding from a third party for the Project;
 - (h) The Recipient obtains funding from a third party which, in the reasonable opinion of Nottingham City Council, undertakes activities that are likely to bring the reputation of the Funding Scheme or Nottingham City Council into disrepute;
 - (i) The Recipient provides Nottingham City Council with any materially misleading or inaccurate information;
 - (j) The Recipient commits or committed a Prohibited Act;
 - (k) Any member of the Governing Body, employee or volunteer of the Recipient has (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (ii) taken any actions which, in the reasonable opinion of Nottingham City Council, bring or are likely to bring Nottingham City Council's name or reputation into disrepute;
 - (l) The Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (m) The Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - (n) The Recipient fails to comply with any of the terms and conditions set out in these Grant Conditions and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
 - (o) The Recipient fails to maintain the Project records for seven (7) years after the end of the project or such other date as notified by Nottingham City Council;

- (p) The Recipient does by action or omission, or causes Nottingham City Council to, breach the terms of the grant determination letter which permits the Funder to exercise its rights to suspend, terminate, reduce or clawback the Grant in full or in part.
- 8.4 Wherever under the Award any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to Nottingham City Council in respect of any breach of the Award), Nottingham City Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Award or under any other agreement or contract with Nottingham City Council.
- 8.5 The Recipient shall make any payments due to Nottingham City Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 8.6 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with the Award it will notify Nottingham City Council as soon as possible so that, if possible, and without creating any legal obligation, Nottingham City Council will have an opportunity to consider assistance in resolving the problem or to take action to protect Nottingham City Council and the Funding Scheme.
- 8.7 Nottingham City Council may terminate the Award and any Grant on giving the Recipient 30 day's written notice should it be required to do so for any legitimate reason.

9. Confidentiality

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the Grant Period and thereafter keep secret and confidential all Intellectual Property Rights or know-how or other business, technical or commercial information disclosed to it as a result of the Award and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of the Grant Conditions or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, know-how or other business, technical or commercial information which:
- (a) At the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Grant Conditions by the receiving party;
 - (b) Is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) Is at any time after the date of Award acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. Freedom of Information

- 10.1. The Recipient acknowledges that Nottingham City Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2 The Recipient shall:
- (a) Provide all necessary assistance and cooperation as reasonably requested by Nottingham City Council to enable Nottingham City Council to comply with its obligations under the FOIA and EIRs;

- (b) Transfer to Nottingham City Council all requests for information relating to the grant that it receives as soon as practicable and in any event within 2 working days of receipt;
 - (c) Provide Nottingham City Council with a copy of all information belonging to Nottingham City Council requested in the request for information which is in its possession or control in the form that Nottingham City Council requires within 5 working days (or such other period as Nottingham City Council may reasonably specify) of Nottingham City Council's request for such information; and
 - (d) Not respond directly to a request for information unless authorised in writing to do so by Nottingham City Council or unless covered by clause 10.4.
- 10.3 The Recipient acknowledges that Nottingham City Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. Nottingham City Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Government's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in these Grant Conditions) Nottingham City Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 10.4 Nottingham City Council acknowledges that the Recipient may also be subject to the requirements of the FOIA and EIRs and may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from Nottingham City Council. The Recipient shall notify Nottingham City Council of a request for information to the extent that it is permissible and reasonably practical for it to do so but the Recipient shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 11. Data Protection**
- 11.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Grant Agreement.
- 11.2 The Recipient agrees to assist Nottingham City Council in securing where applicable, a compliant data transfer arrangement, including signing a data sharing agreement as reasonably requested by Nottingham City Council, within 30 days of being notified of the same, and in any event, prior to the commencement of any sharing activities in a form analogous to that included in Schedule 4.
- 12. Intellectual Property Rights**
- 12.1 Nottingham City Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either Nottingham City Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 12.2 Where Nottingham City Council or the **Funder** has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of the Award cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by Nottingham City Council.
- 13. Anti-Discrimination**
- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (in contravention of the Equality Act 2010) in employment

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13 by all servants, employees or agents of the Recipient and all suppliers and subcontractors engaged on the Project.

14. Limitation of Liability

14.1 Nottingham City Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.

14.2 The Recipient shall indemnify and hold harmless Nottingham City Council and the **Funder**, its employees, agents, officers or subcontractors with respect to all claims, charges, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under the Award or its obligations to third parties.

14.3 Subject to clause 14.1 Nottingham City Council's liability under this Award is limited to the amount of the Grant outstanding.

15. Warranties

15.1 The Recipient warrants, undertakes and agrees that:

- (a) All consents and approvals have been obtained before carrying out the Project;
- (b) It has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (c) It has not committed, nor shall it commit, any Prohibited Act;
- (d) It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Nottingham City Council immediately of any significant departure from such legislation, codes or recommendations;
- (e) It shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (f) It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (g) It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (h) All financial and other information concerning the Recipient which has been disclosed to Nottingham City Council is to the best of its knowledge and belief, true and accurate;
- (i) It is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (j) It is not aware of anything in its own affairs, which it has not disclosed to Nottingham City Council or any of Nottingham City Council's advisers, which might reasonably have influenced the decision of Nottingham City Council to make the Grant on the terms contained in the Award;
- (k) Since the date of its last accounts there has been no material change in its financial position or prospects; and

- (l) It has disclosed any third-party funding received in respect of the Project;
- (m) It will cascade this agreement down to any delivery partners.

16. Insurance and Indemnity

- 16.1 The Recipient shall release, indemnify and keep indemnified Nottingham City Council, its employees and agents from and against injury to or death of any person or loss or damage to any property which may arise out of the action, default or negligence of the recipient, their subcontractors or agents in the performance of this Agreement, and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 16.2 The Recipient shall also release, indemnify and keep indemnified Nottingham City Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever, which may arise out of the action, default or negligence of the recipient, their subcontractors or agents in the performance of this agreement either generally or through use of funding received.
- 16.3 Without prejudice to the liability to indemnify Nottingham City Council under paragraph 16.1 and 16.2 of the Agreement, the recipient shall maintain with a reputable insurance company such insurance as are necessary to cover liability of the recipient in performing the service. The recipient shall, upon demand, produce for inspection, the relevant policy or policies of insurance, together with receipts in respect of premiums paid as and when required by Nottingham City Council. For this purpose a current certificate of insurance will be adequate proof.

17. Notices

Any notice to be served on either party must be sent either by pre-paid recorded delivery or registered mail, or delivered by hand, to the address of the other party set out in the Grant Details.

18. Third Party Rights

The parties do not intend any third party to have the right to enforce any provision of the Award and these Grant Conditions whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19. Assignment

- 19.1 The Recipient may not, without the prior written consent of Nottingham City Council, assign, transfer, subcontract, or in any other way make over to any third party the benefit and/or the burden of the Award or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.
- 19.2 Where Nottingham City Council has agreed to the Recipient using subcontractors the following shall apply
 - a) All subcontractors shall be agreed in advance with Nottingham City Council
 - b) If they were part of the application as part of the response to the Call-Off Further Competition they will be registered on the DGP before the launch of the Competition, unless agreed in writing by Nottingham City Council. For example if during the delivery the Recipient changes a subcontractor
 - c) The terms of this agreement shall be cascaded to them and they be held to such as if they were the Recipient
 - b) The Recipient shall be responsible for managing all aspects of their delivery; however Nottingham City Council reserves the right to audit and monitor them as if they were the Recipient

20. Waiver

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

21. Dispute Resolution

- 21.1 In the event of any complaint or dispute (which does not relate to Nottingham City Council's right to withhold funds or terminate) arising between Nottingham City Council and Recipient in relation to the Award the matter should first be referred for resolution to the Authorised Representative or any other individual nominated by Nottingham City Council from time to time.
- 21.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Authorised Representative or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of Nottingham City Council and the Managing Director (or equivalent nominee) of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by Nottingham City Council and the Recipient.
- 21.3 In the absence of agreement under Clause 21.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

22. Subsidy Control

- 22.1 The Grant may constitute a State Subsidy, being a financial contribution granted by a public authority or through State resources in any form whatsoever which confers a benefit on the recipient, which shall include, but not be limited to, the definition of a subsidy contained in the UK-EU TCA and must be used in accordance with Subsidy Control Rules in the Subsidy Control Act 2022.
- 22.2 Nottingham City Council will determine if it is Subsidy and advise the Recipient if it is and any actions they must take to ensure compliance with the Act.
- 22.3 The Recipient shall maintain appropriate records of compliance with the Subsidy Control Rules and agrees to take all reasonable steps to assist Nottingham City Council and if necessary, the Funder to comply with Subsidy Control Rules requirements and respond to any investigation(s) or claim(s) in relation to Subsidy Control Rules.
- 22.4 The Recipient acknowledges a finding of non-compliance with Subsidy Control Rules in respect of a Project by an authority, court or tribunal of competent jurisdiction may lead to the Recipient being ordered or otherwise required to repay funding received with interest.

22.

23. Procurement and value for money

- 23.1 The Recipient shall be responsible for ensuring that it adopts policies and procedures that are required in order to ensure that value for money have been obtained in procurement of goods and services funded by the Grant.
- 23.2 Where the Recipient is defined as a Contracting Authority under the Procurement Regulations 2023, a Recipient shall be required, as necessary, to ensure it complies with the Regulations when procuring goods and services in connection with the Project. Neither Nottingham City Council nor the Funder shall be liable for the Recipient's failure to comply with their obligations under the Regulations.

23.4

24. Environmental Requirements

24.1 The Recipient shall perform the Project Activities and shall ensure that the Project is Delivered in accordance with the **Funder's** environmental policy, which may be 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.

24.2 The Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Project Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

24.3 The Recipient shall work with Nottingham City Council to meet the [Carbon Neutral 2028 \(CN28\)](#) targets are met

25. No Partnership or Agency

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

26. Joint and Several Liability

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

27. Governing Law

The Award and Grant Conditions shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Schedule 1

Application

Post Application Amendments

Schedule 2

Relevant Terms of the Grant determination letter between Nottingham City Council and the **Funder**

DRAFT

Schedule 3

Grant Details

PROJECT TITLE:

GRANT: £XXXX

COMMENCEMENT DATE: Insert Date

GRANT PERIOD: Insert Dates

PAYMENT MECHANISM:

Nottingham City Council will pay in arrears within 30 days of receipt of valid invoice

Funding is subject to Nottingham City Council receiving funding from the Funder

Any increase or reduction to funding will be agreed through variation to this grant agreement prior to the commencement of the relevant financial year

In order to ensure a smooth payment process the Recipient will submit all evidence to Nottingham City Council as required, with such being sent to Nottingham City Council no later than the insert details

With each invoice, the Recipient will also be required to submit:

1. Summary of outputs and outcomes (using agreed Nottingham City Council report templates and processes)
2. A Quarterly progress report

MATCH FUNDING:

CONTACT DETAILS:

For Nottingham City Council –

For the Recipient

ANY SPECIFIC CONDITIONS THAT NEED TO BE MET:

Initial payment will not be made until this grant agreement is signed.

OUTPUTS (including Cumulative Profile)

OUTCOMES (including Cumulative Profile)

DRAFT

FINANCIAL AND OUTPUT/OUTCOME EVIDENCE REQUIREMENTS:

Nottingham City Council will review the outputs and outcomes submitted by the Recipient.

Outputs and Outcomes will be monitored on a sample size, looking at all relevant information for each. The sample selected will be determined with the recipient and will be larger than 5% of the number reported in the quarter.

PROJECT DETAILS:

Activities to be delivered should be as described in the Recipient's Call-Off Further Competition application (see schedule 1)

EVALUATION REQUIREMENTS:

Nottingham City Council and/or the Funder will carry out evaluation of the project as detailed in the Call-Off Further Competition ITQ . In relation to any such activity, the Recipient will:

- a) Provide all reasonable assistance;
- b) Respond to all reasonable requests; and
- c) Provide any information reasonably required.

DRAFT

PERFORMANCE MONITORING AND REPORTING REQUIREMENTS:

Performance Monitoring Principles

- a. All XXXX funded projects are expected to have in place arrangements to ensure effective capacity and capability to deliver the projects on time and on budget in line with their funding agreement.
- b. Where projects fail to deliver the required outputs or outcomes, or where it is considered unlikely that the project can get back on target in order to meet the terms of its funding agreement, grant funding may be reduced or clawed back.
- c. It is recognised that for some projects, performance may be slower than expected with underperformance against the contracted targets. This may be identified by Nottingham City Council's Project Management or identified by the Recipient. In such cases, steps will be taken to bring the project back on target prior to identifying the project as being at risk of grant funding being reduced or clawed back.
- d. Through management and monitoring of the grant funding programme, Nottingham City Council will regularly review projects to ensure delivery in line with funding agreement conditions. This will identify projects that are likely to be unable to deliver on contractual commitments and allow appropriate action to be taken.

Approach to Project Review

- a. The policy is intended to be used in circumstances where normal contract and performance management actions have been undertaken (including contract variations, early closure etc.) but not led to the improvements required.
- b. Where this is the case a three-stage approach will be adopted as follows:
 - Stage 1: Identification of projects at risk of grant funding being reduced or clawed back.
 - Stage 2: Development and implementation of an appropriate Recovery Plan.
 - Stage 3: Initiation of action to reduce or claw back grant funding awarded.

Stage 1: Identification of projects at risk of grant funding being reduced or clawed back

1. Using evidence generated by e.g. quarterly reports, monitoring and audit visits, irregularities etc., projects failing to deliver outputs and outcomes to the required levels and timescales will be identified by Nottingham City Council.
2. Where underperformance is identified on any single output or outcome, Nottingham City Council will carefully consider, using their knowledge of the project and seeing the variance in the context of the project's performance as a whole, the most appropriate course of action.
3. In projects where the variance in performance for two or more outputs and outcomes is below 85% of profile at the end of a quarter, in deciding whether there may be a case for reducing or clawing back grant Nottingham City Council will consider and discuss the project specific issues with the Recipient . These will normally include:
 - a) whether the reason for underperformance has been fully established and whether there are any mitigating or extenuating circumstances to be considered;
 - b) whether agreed profiles (both end and period totals) remain appropriate;
 - c) whether output and outcome targets in the funding agreement are consistent with what has been required for similar projects;
 - d) whether audit findings, irregularities and information in paid and pending payments to date

- is satisfactory or not;
- e) any provisional proposals made by the Recipient for rectifying under performance;
 - f) any other issues that have arisen through normal contract management activities.
4. Where it is determined that a project is underperforming, Nottingham City Council will write to inform the Recipient that there is a risk of grant funding being reduced or withdrawn should improvements not be made to a specified level and by a given date.
 5. Projects notified as being at risk of an underperformance penalty in Stage 1 will be monitored via normal processes up until the date for evidence of improvement given in the letter issued.
 6. Where improvements are made and performance becomes satisfactory no further action need be taken. Normal contract and performance management activity will continue.

Stage 2: Development and implementation of an appropriate Recovery Plan

7. Projects failing to show the required improvement over two (2) quarters, will then be provided with formal notification of a potential reduction or claw back of grant funding. This will give a clear and unequivocal notice of potential de-commitment, and offer an appropriate opportunity to redress underperformance.
8. Such projects will be required to develop a Recovery Plan.
9. This should clearly identify how the project will improve its performance within an agreed timescale and how this will be reviewed and measured. This may include a change request.
10. The Recovery Plan should not be an onerous or complicated document. It should be a short concise summary of the position, required action and required results. It will normally cover 3- 6 months duration and will clearly set out:
 - a) Current performance levels against current targets;
 - b) Target performance improvement within plan period by each target;
 - c) The variance between (in % and associated actual values);
 - d) Specific agreed actions to recover underperformance with proposed timescales and milestones;
 - e) A proposed timescale and process for the review of the Recovery Plan and its results;
 - f) Details of the implications for the project should it fail to recover;
11. The Plan will be developed by the Recipient. This will be considered and, where necessary amendments and clarification sought, prior to being agreed by Nottingham City Council.
12. In considering the Recovery Plan, Nottingham City Council will consider and discuss:
 - a) whether the reason for underperformance has been properly acknowledged and what mitigating or extenuating circumstances have been presented;
 - b) whether amended delivery profiles (both end and period totals) are appropriate;
 - c) if the Recovery Plan addresses all of the issues previously identified in a realistic and complete manner;
 - d) if the actions proposed are likely to bring about the improvements required;
 - e) if the timescales proposed are acceptable;
 - f) if the consequences of failure to improve performance have been acknowledged and appear to have been understood;
 - g) any other pertinent issues (e.g. performance on other projects etc).
13. Performance against the Plan will be closely monitored by Nottingham City Council and will result in either the project's performance improving, or a recommendation for funding being reduced or clawed back in full or in part.

Stage 3: Initiation of action to reduce or withdraw grant funding awarded

14. Where a project fails to deliver on an agreed Recovery Plan, Nottingham City Council will make a final decision on whether the grant funding awarded should be de-committed i.e. reduced or withdrawn.
15. Projects in such circumstances will be fully aware of the situation, and action being taken, through discussions at / following consideration of their Recovery Plan. The application of a penalty will be no surprise.
16. Levels of penalty and de-commitment will be determined on a case-by-case basis and will be commensurate with the level of underperformance. The penalty figure will be proportionate having regard to mitigating circumstances.
17. Where a penalty is to be applied for underperformance against specific outputs and outcomes, the methodology will be applied against underperforming outputs and outcomes as a starting point, notwithstanding clause 19.
18. Where underperformance is identified as part of project closure, determination will be made as to whether there should be any reduction to the final payment due. These assessments will be in line with the process outlined above, recognising that there will be limited scope for Recovery due to the proximity to project end date.
19. The methodology allows Nottingham City Council to identify all outputs and outcomes to be included in any underperformance penalty calculation. This allows flexibility depending upon the individual project's contracted targets and circumstances. These are entirely at Nottingham City Council's discretion; however, it is expected that the outputs and outcomes selected would normally :
 - a. Present a good range of those contracted ensuring that different output types are covered
 - b. Acknowledge any over achieved outputs or outcomes;
 - c. Link back to the appropriate grant funding priorities.
20. Decisions to reduce or claw back grant funding will not be taken lightly. Having quantified the level of underperformance the following will be considered before making a final decision:
 - a) The potential impact on the project and organisation delivering the project if grant funding was to be reduced or withdrawn;
 - b) Whether a shortfall in outputs or outcomes would be likely to have an adverse impact on achievement of outputs against the whole Nottingham City Council XXX Programme;
 - c) Whether any outputs or outcomes have been achieved that are in excess of those set out in their grant agreement;
 - d) The impact that any shortfall would be likely to have on achievement of annual commitment and / or spend targets; and
 - e) The potential impact on both Nottingham City Council's reputation in relation to the XXX Programme in England,
21. Nottingham City Council's decision will be based on consideration of a recommendation based on the facts of the case, to include the points above, and authorised by the Project Management team's Head of Service. Outcomes of this process may be e.g. a formal variation to the project, a decision to close the project early, a reduced level of funding available commensurate with revised achievement expectations or an offset / demand note for claw back of some or all of the funding paid to date or due.
22. A formal letter will be sent by Nottingham City Council to notify the Recipient of the decision, penalty value and action to be taken.

REPORTING:

1. To ensure XXXX funding is spent on relevant activities and to fulfil Nottingham City Council's obligation to monitor spend, we will be requesting a range of information from recipients. We have provided a summary of the type of information which will be required below.

Quarterly Report	
1	Progress against plan A summary of delivery to date of the activities required to deliver the agreed Outputs and Outcomes
2	Planned delivery A summary of the activities planned for the next quarter
3	Spend How much XXXX grant funding has been utilised up to the end of the reporting period
4	Issues, risks, challenges and opportunities
5	Programme learning / Evaluation
6	Change requests

2. Evidence of outputs and outcomes should be submitted using the agreed processes on an on-going basis
3. For purposes of reporting, outputs and outcomes will be included in the previous quarter's calculations up to the end of the final day of each calendar year quarter
4. Nottingham City Council will accept invoices for funding in-line with finance reporting periods listed below

Finance/Reporting periods

5. Payments for performance related elements to be made on confirmation of performance achieved, scheduled to be issued by the management team on the 10th working day following the end of the calendar year quarter.
6. Recipients are expected to respond in a reasonable timeframe to requests for supplementary performance, grant funding utilisation and evidence of expenditure.

Schedule 4

Data Sharing Agreement Template

To be attached

Please download, review and complete areas highlighted in yellow. Please note for the purpose of providing confirmation to agreeing to ISA terms, an electronic signature is acceptable.

Please return with the signed copy of the main agreement

DRAFT

Schedule 5

Nottingham City Council's XXX Indicative Deliverables

DRAFT

IN WITNESS WHEREOF these presents have been duly executed as a Deed by the parties hereto the day and year first before written

This Deed is given under the }
Common Seal of NOTTINGHAM
CITY COUNCIL:

Authorised Signatory

THE COMMON SEAL of }

was hereunto affixed to this Deed in
the presence of:

Director

Secretary

OR

Signed as a Deed by [}
] Limited acting by two
Directors or a Director and its
Secretary:

Director

Director/Secretary

OR

Signed as a Deed by [}
] in the presence of:

Witness