



Department  
for Work &  
Pensions

DATED: [INSERT DATE]

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## REDUCING PARENTAL CONFLICT CHALLENGE FUND GRANT AGREEMENT

between

THE SECRETARY OF STATE FOR WORK AND PENSIONS

and

[NAME OF GRANT RECIPIENT]

**[This draft template may be subject to amendment prior to Grant Award, however this will not materially change the Supplier activity required to tailor the Grant Award Agreements or performance manage the Grant Recipient.]**

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### AGREEMENT- TERMS AND CONDITIONS

#### 1. INTRODUCTION

- 1.1. The following standard terms and conditions apply to organisations receiving financial assistance (a “Grant Recipient”) from the Department for Work and Pensions (DWP) acting through the Reducing Parental Conflict Programme Challenge Fund (“the Authority”). These conditions should be read in conjunction with the Grant Offer Letter issued by the Authority (the “Offer Letter”) and annexed hereto. The terms and conditions set out in this document, together with the Offer Letter, and accompanying Annexes together

comprise (the "Agreement") pursuant to which financial assistance (in the form of the Grant) is given by the Authority to the Grant Recipient.

1.2. The Grant Recipient should note that:

- (i) the Grant is awarded under the powers contained in section 14 of the Education Act 2002;
- (ii) the Authority is not permitted to pay Grants in advance of need under this agreement, but Grants may be paid post expenditure, provided the Funded Activities have been delivered during the Funding Period;
- (iii) all references to "the Financial Year" refer, unless expressly indicated otherwise, to the Cabinet Office's own financial year, which runs from 1 April to 31 March;
- (iv) Grant Recipients must agree to comply with the Cabinet Office Code of Conduct for Recipients of Government General Grants documented at Annex 6;
- (v) failure to comply with the conditions of the Agreement may result in the Grant payments being suspended, reduced, reclaimed or withheld, and/or the Grant being withdrawn, without prejudice to any other civil or criminal sanctions which may be appropriate;
- (vi) If VAT is held to chargeable in respect of the Grant Funding 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; and
- (vii) 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 the Secretary of State in addition to such sums or other consideration pay to the Secretary of State all the VAT so payable upon the receipt of a valid VAT invoice.

## 2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement the following terms will have the following meanings:

**"Annexes"** means the annexes attached to this Agreement;

**"Application"** is the Application or parts of the Application submitted by the applicant for funding and approved by the Authority, which forms the basis of this agreement along with the Offer Letter. If the Application contradicts the terms and conditions of this Agreement, the terms of this Agreement will take precedence.

**"Asset"** means any assets that are to be purchased or developed using Grant monies, including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and Assets will be construed accordingly;

**“Authority”** means the **“Reducing Parental Conflict Programme”** or **“RPCP”** the unit established by the Department for Work and Pensions (DWP) for the purposes of working on developing and implementing policies on Reducing Parental Conflict;

**“Authority’s Delivery Partner”** means [Ecorys UK] who has been appointed by the RPCP to manage the administration of the Grant Agreement

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

**“Breach”** means a failure to comply (by act or omission) with any Law and/or the Terms and Conditions;

**“Bribery Act”** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

**“Commencement Date”** means the date the Grant Recipient has signed the Grant Agreement **[Insert commencement date]**.

**“Confidential information”** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of this Agreement, including but not limited to:

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

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of clause 12 (Confidentiality));
- (b) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(d) is independently developed without access to the Confidential Information.

**“Contracting Authority”** means any contracting authority (other than the Authority) as defined in regulation 3 of the Public Contracts Regulations 2015.

**“Data Protection Legislation”** means (i) the GDPR, and any applicable national implementing Law as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy (iii) all applicable Law about the processing of Personal Data and privacy;

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

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

**“Effective Date”** means the date upon which this Agreement is signed by the Parties.

**“EIR”** means the Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the relevant government department concerning the legislation. **“Eligible Expenditure”** means expenditure in relation to the Funded Activities that complies in all respects with the eligibility rules set out in Clause 5.5 of this Agreement;

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

**“Fixed Assets”** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed or owned by the Grant Recipient in connection with the Funded Activities;

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**“Funded Activities”** means the activities set out in Annex 2 of this Agreement and the Offer Letter;

**“Funding Period”** means the period for which the Grant is awarded starting on the Commencement Date and ending on **[please insert]**;

**“General Data Protection Regulations”** and **“GDPR”** means Regulation 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, and repealing Directive 95/46/EC (General Data Protection Regulation);

**“Grant”** means the sum or sums of money to be provided to the Grant Recipient in accordance with this Agreement;

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

**“HRA”** means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**“Ineligible Expenditure”** means expenditure which is not Eligible Expenditure as set out in Clause 5.5 of this Agreement;

**“Information Acts”** means the Data Protection Act 2018, General Data Protection Regulation 2016/679, Freedom of Information Act 2000 and the Environmental Information Regulations 2004, as amended from time to time;

**“Intellectual Property Rights”** or **“IPRs”** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade and service marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information which includes guidance, specifications, instructions, toolkits, plans, data, drawings, patterns, software, models and designs, technical specifications, user manuals, operating manuals, process definitions and procedures and any modifications, amendments, updates and new releases of the same;

**“Instalment Period”** means the period referred to in Annex 3;

**“KPIs”** means the Key Performance Indicators set out in Annex 5 of this Agreement;

**“Law”** mean any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, rule of common law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of Court or directives or requirements of any Regulatory Body, delegated or subordinate legislation;

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

**“Material Breach”** means a breach of the Agreement (including an anticipatory breach) which is not minimal or trivial in its consequences;

**“Maximum Sum”** means the maximum amount of the Grant to be provided by the Authority to the Grant Recipient for the Funded Activities;

**“Minimum Requirements of the Scheme”** means the agreed KPIs and Outcomes in addition to the requirements set out in the Annexes, which tailor the Agreement to the particular Funded Activity.

**“The Open Government Licence or OGL”** means the set of terms and conditions under which information providers in the public sector can license the use and re-use of their information.

**“Party”** means the Authority or Grant Recipient, and “Parties” shall be interpreted accordingly;

**“Personal Data”** has the meaning given to it in the Data Protection Act 1998 as amended from time to time;

**“Pre-existing IPR”** means all Intellectual Property Rights vested in or licensed to the Parties prior to this Grant award;

**“Procurement Regulations”** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Utilities and Contracts Regulations 2016 and Defence Security Public Contracts Regulations 2011;

**“Prohibited Act”** means:

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

**“Public Accounts Committee”** the select committee of the British House of Commons which is responsible for overseeing government expenditures;

**“Representatives”** means any of the Parties’ duly authorised directors, employees, officers, agents, professional advisors and consultants;

**“Remedial Action Plan”** means the agreed remedial plan of action developed by the Grant Recipient and agreed by the Authority to remedy a KPI failure, as set out in clause 29.2 (b);

**“State Aid”** will have the meaning given in Article 107(1) Treaty for the Functioning of the European Union;

**“Terms and Conditions”** means the terms and conditions set out in this Agreement and upon which the Authority will pay the Grant;

**“Unspent Monies”** means any monies paid to the Grant Recipient in advance of expenditure which remains:

- (a) unspent and uncommitted at the end of an Instalment Period; or
- (b) unspent and uncommitted at the end of the Financial Year in which the Instalment Period occurs;

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

2.2. In this Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) reference to a gender includes the other gender and the neuter;
- (iii) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (iv) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (v) 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";
- (vi) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (vii) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under this Agreement;
- (viii) references to “Clauses” and “Annexes” are, unless otherwise provided, references to the clauses and annexes of this Agreement and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (ix) the headings in this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement.

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

- 3.1 The Parties acknowledge and agree that nothing in this Agreement or the provision of Grant monies gives or is intended to give rise to contractual relations.
- 3.2 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities set out in Annex 2 of this Agreement (The Funded Activities) and must not, without the prior written consent of the Authority, make any material changes to the Funded Activities.
- 3.3 The Authority may at its entire discretion vary the Grant amount as a result of changes to the Funded Activity or for any other reason. Any variation made under this clause 3.3 will not take effect unless agreed and notified by the Authority to the Grant Recipient in writing.
- 3.4 Where the Grant Recipient intends to apply to a third party for additional funding for the Funded Activity, the Grant Recipient will notify the Authority's Delivery Partner in advance of its intention to do so and, where such match funding is permitted and obtained, it will provide the Authority's Delivery Partner with information regarding the match funding and purpose of that funding.
- 3.5 Where, before or during the Funding Period, the Grant Recipient receives any funding from any other source or person towards the Funded Activities that is not match funding or was not already committed to the Grant Recipient and disclosed to the Authority, the Authority may, where that funding duplicates the funding of the Grant, require repayment of the Grant (up to the amount of duplicate funding received) in accordance with clause 11 of this Agreement.
- 3.6 The Grant Recipient agrees and accepts that it will not apply for duplicate funding (in respect of any part of the Funded Activities or any related administration costs that the Authority has provided under this Agreement) and that it may be prosecuted for fraud should it dishonestly and intentionally make such an application to the Authority.
- 3.7 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the end of the Funding Period or for as long as any Grant remains unspent by the Grant Recipient, whichever is longer.

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

- 4.1 Subject to clause 29 of this Agreement, the Authority shall pay the Grant to the Grant Recipient in accordance with Annex 3 (Payment Schedule) to this Agreement.
- 4.2 The Grant will be paid only in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and represents the Maximum Sum the Authority will pay to the Grant Recipient under this Agreement.

- 4.3 The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.4 The Grant Recipient shall submit a valid Grant claim by the [please insert] Working Day of the month following the end of the Instalment Period on completion of agreed milestones (see Clause 4.5, Annex 3 and 5) f. The Grant claim shall be submitted together with a copy of Annex 4 of this Agreement (Eligible Expenditure) and any other documentation as prescribed by the Authority.
- 4.5 The Authority will not pay the Grant to the Grant Recipient until the Authority is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period. The Grant Recipient will provide evidence to the satisfaction of the Authority's Delivery Partner at intervals to be determined by the Authority that the above conditions have been met. On request, the Grant Recipient must also supply such evidence to the Authority.
- 4.6 Unless otherwise stated in this Agreement, payment will be made within 30 days of the Authority approving the Grant Recipient's claim. The Authority and/or the Authority's Delivery Partner will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant claim howsoever arising.
- 4.7 The Authority reserves the right not to pay any Grant claims which are not submitted within the period set out in clause 4.4 of this Agreement. Incomplete and/or incorrect Grant claims, which include Grant claims without the full supporting documentation, will not be paid.
- 4.8 The Grant Recipient shall notify the Authority's Delivery Partner promptly if at any time it becomes aware that it is unable to make a Grant claim in accordance with clause 4.4 of this Agreement.
- 4.9 The Grant Recipient shall promptly notify and repay 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 either an incorrect sum of money has been paid or where the Grant has been paid in error before the Grant Recipient has complied with all conditions attaching to the Grant.
- 4.10 Where the Grant Recipient enters into a contract with a third party in connection with the Funded Activities the Grant Recipient will remain responsible for settling payment in respect of those invoices. Third party invoices must not be submitted to the Authority for payment.
- 4.11 Onward payment of the Grant and the use of sub-contractors, (subject to the Authority's prior written approval in accordance with the provisions of clause 24.4) shall not relieve the Grant Recipient of any of its obligations under this Agreement, including the obligation to repay the Grant.

## 5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1 The Authority will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activity:
- 5.2.1 Fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes;
  - 5.2.2 giving evidence to Parliamentary Select Committees;
  - 5.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.5 providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.6 providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3 The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
- (i) 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;
  - (ii) Using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
  - (iii) Using the Grant to petition for additional funding;
  - (iv) Expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - (v) Input VAT reclaimable by the grant recipient from HMRC; and

(vi) Payments for activities of a political or exclusively religious nature.

5.4 Other examples of expenditure, which are prohibited, include the following:

- (i) contributions in kind;
- (ii) interest payments or service charge payments for finance leases;
- (iii) statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;
- (iv) payments for work or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that they are fully funded by other resources;
- (v) bad debts to related parties;
- (vi) payments for unfair dismissal or other compensation;
- (vii) depreciation, amortisation or impairment of assets owned by the Grant Recipient
- (viii) 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 Offer Letter); and
- (ix) liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority

## 6. GRANT REVIEW

- 6.1 The Authority's Delivery Partner will review the Grant **XXXX** and will take into account the Grant Recipient's delivery (during the Funding Period) of the Funded Activities against the KPIs and/or agreed outputs set out in Annex 5 of this Agreement. As part of the **XXXX** review the Authority will have regard to the reports produced by the Grant Recipient in accordance with clause 7.2.
- 6.2 Each **XXXX** review may result in the Authority making recommendations which may include:
- (i) that the Funded Activities and Agreement continue in line with existing plans;
  - (ii) there should be an increase or decrease in the Grant for the subsequent financial year;
  - (iii) that the KPIs should be re-defined and agreed;
  - (iv) that the Authority should recover any unspent Grant Monies

(v) that the Agreement should be terminated.

6.3 The Grant Recipient may make representations to the Authority regarding any recommendations made in accordance with clause **Error! Reference source not found.** The Authority is not however obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

## 7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activity throughout the Funding Period to ensure that the aims and objectives of the Funded Activity are met and that the Terms and Conditions are being adhered to.
- 7.2. The Grant Recipient must provide the Authority and/or the Authority's Delivery Partner with all reasonable assistance and co-operation in relation to such ad-hoc information, explanations and documents as the Authority may require in order for it to establish that the Grant has been used properly in accordance with this Agreement. Without prejudice to these obligations, the Grant Recipient must also provide an annual report on:
- i) the progress made towards achieving the agreed KPIs/outputs and the defined longer term outcomes set out in Annex 4 of this Agreement and where possible will quantify what has been achieved by reference to the Funded Activities' targets; and
  - ii) details of any Assets either acquired or improved using the Grant.
- 7.3. Where the Grant Recipient has obtained funding from a third party for its delivery of part of the Funded Activities, the Grant Recipient will include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 7.4. The Grant Recipient will permit any person authorised by the Authority reasonable access, permitted by law, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this Agreement and will, if so required, provide appropriate oral or written explanations from them as required during the Funding Period or for so long as any Grant remains unspent by the Grant Recipient, whichever is the longer.
- 7.5. The Grant Recipient will notify the Authority's Delivery Partner as soon as reasonably practicable of:
- (i) any financial, administrative, managerial difficulties that may hinder or prevent the Grant Recipient from fulfilling its obligations under the Agreement;
  - (ii) any actual or potential material failure to meet any of the Terms and Conditions;

(iii) actual or potential material variations to the Eligible Expenditure agreed in accordance with the Offer Letter or Annex 4 of this Agreement; and

(iv) any change in the information on costs (whether actual or estimated) of carrying out the Funded Activities or any event which materially affects the continued accuracy of such information.

7.6. The Grant Recipient will represent and undertake (and repeat such representations on delivery) that the reports and information it gives pursuant to this clause 7 are accurate and that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given.

## **8. ACCOUNTS AND RECORDS**

8.1. The Grant Recipient agrees that the Authority and/or the Delivery Partner shall be entitled to audit the delivery and performance of the Funded Activity and/or request access to, or a report from, the Grant Recipient's auditors on its audited accounts. Any such reports must be capable of being relied upon by the Authority, either by having the Authority as an express addressee, or by express statements of the fact therein. The Authority shall also be entitled to full access to the Grant Recipient's records on an open-book basis during the Funding Period or such other period as the Authority may require.

8.2. The Grant Recipient will comply with (and facilitate the Authority's compliance with) all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

8.3. The Grant Recipient will permit (and comply with) any surveys of management controls and systems, including internal audit reviews, as may be required by the Authority.

8.4. The Grant Recipient must present the Payment Schedule (Annex 3) and the Eligible Expenditure form (Annex 4) to their external auditors/accountants for certification. The external auditors/accountants' report must state whether, in their opinion, the Grant paid to the Grant Recipient, was applied in accordance with the Agreement.

8.5. The Grant Recipient's Chief Executive (or equivalent) must ensure that the Grant Recipient puts in place systems to govern the Grant for the Funding Period and that such systems are subject to independent review.

8.6. The systems in place to govern the Grant must be appropriate to the size of the Grant Recipient's organisation, the amount of the Grant, the length of the Funding Period, the level of risk to the public funds provided and the cost of the review. These arrangements may be reviewed by the Authority in line with HM Treasury's Public Sector Internal Audit Standards.

8.7. The Grant Recipient (and any person acting on behalf of the Grant Recipient) will at the request of the Authority permit (a) the Comptroller and Auditor General or appointed representatives; and (b) the Authority or its Representatives access at all reasonable times to all documents (including

computerised documents and data) and other information as are connected to the Grant for the purpose of the Funded Activities.

- 8.8. The documents, data and information referred to in clause 8.7 are such which any internal auditors, external auditors, the Authority, the Comptroller and Auditor General any department or other public body may reasonably require for the purposes of audit or for carrying out examinations into the economy, efficiency and effectiveness with which the Grant Recipient has used the Grant. In particular, the Grant Recipient will retain such information as would be necessary to provide assurance that the Grant Recipient delivered the minimum requirements of the Funded Activities.
- 8.9. Clauses 8.7 and 8.8 do not constitute a requirement for the examination, certification or inspection of the accounts of the Grant Recipient or its partners by the Comptroller and Auditor General under section 6(3) of the National Audit Act 1983. The Comptroller and Auditor General will seek access in a measured manner to minimise any burden on the Grant Recipient and will avoid duplication of effort by seeking and sharing information with the Audit Commission, Wales Audit Office or Audit Scotland as appropriate.
- 8.10. Where this Agreement is for a term longer than one Financial Year, the Grant Recipient must provide the following details to the Authority's Delivery Partner before the end of each Financial Year:
- a. a schedule of the Funded Activities and estimates of income and expenditure for the next Financial Year, together with forecasted outcomes for the current year;
  - b. a statement setting out the total Grant agreed for the year;
  - c. details of any additional funding for delivery of the Funded Activities, other than the Grant, with full details of how it is to be spent;
  - d. the level of balances held by the Grant Recipient at the end of the Financial Year.
- 8.11. The Grant Recipient will promptly provide revised forecasts of income and expenditure to the Authority's Delivery Partner:
- a. when these forecasts increase or decrease by more than 15% of the original expenditure forecasts; and/or
  - b. at the request of the Authority's Delivery Partner.
- 8.12. The Grant Recipient will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of Grant monies received from the Authority and any income generated from the Funded Activities.
- 8.13. The Authority may require the Grant Recipient to show the Grant in a separate account as a restricted fund and to demonstrate the Grant will not be included or mixed with its general funds or other monies.
- 8.14. The Grant Recipient will, and will ensure that all its sub-contractors, keep all original accounting records relating to the Funded Activities, including

invoices, receipts, VAT records, accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate.

- 8.15. Where the Grant allows for capital spend, the Grant Recipient must keep a register of Fixed Assets, including all land and building acquired or improved with the Grant.
- 8.16. The Grant Recipient will within five (5) working days of a request by the Authority or the Authority's Delivery Partner, provide the Authority or the Authority's Delivery Partner, free of charge, with such further information, explanations and documents as the Authority may reasonably require, in order for the Authority to establish that the Grant has been used properly in accordance with this Agreement.
- 8.17. 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.
- 8.18. Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.
- 8.19. The Grant Recipient must provide the Authority's Delivery Partner 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 8.17 and 8.18 the Authority may terminate this Agreement or suspend payment of the Grant at the Authority's entire discretion.

## **9. FINANCIAL MANAGEMENT**

- 9.1. The Grant Recipient must at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, or any other impropriety, or mismanagement in connection with the administration of the Grant and will require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. The Grant Recipient must inform the Authority's Delivery Partner immediately if there are any grounds for suspecting financial irregularity in the use of the Grant, explain to the Authority's Delivery Partner what steps are being taken to investigate the irregularity and keep the Authority's Delivery Partner informed about the progress of such investigation. The Authority will have the right, at its absolute discretion, to insist that additional steps be taken by the Grant Recipient to address any actual or suspected fraud, theft or other irregularity and/or to suspend Grant payments.
- 9.4. The Grant Recipient acknowledges and accepts that statements and evidence may need to be provided to the Authority, the Authority's Delivery Partner or the appropriate organisation (e.g. Regulator, Police Authority) as part of

pursuing sanctions, criminal or civil proceedings. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually suspected.

- 9.5. For the purposes of clause 9.2 and 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of grant for any purpose other than those stipulated in this Agreement.

## **10. CONFLICTS OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES**

- 10.1. The Grant Recipient must have and will keep in place adequate procedures to ensure that there is no actual or perceived bias or conflict. Such procedures will require the Grant Recipient and its Representatives to declare any personal or financial interest in any matter concerning the Funded Activities before the delivery of each Funded Activity.
- 10.2. If a conflict of interest is identified the Grant Recipient must inform the Authority’s Delivery Partner immediately. The Authority will decide (in its absolute discretion) whether such person/persons or entity are to be excluded from any discussion or decision-making relating to the matter concerned, or whether the Grant will instead be terminated.

## **11. WITHHOLDING, SUSPENDING OR REPAYMENT OF GRANT**

- 11.1. Without prejudice to the Authority's other rights and remedies, the Authority may at its discretion reduce, withhold or suspend payment of any Grant due to the Grant Recipient and/or require the Grant Recipient to repay all or part of the Grant or any Unspent Monies if:
- 11.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities or fails to comply with any of the other Terms and Conditions;
  - 11.1.2. the delivery of the Funded Activity does not start within one (1) month of the Commencement Date and the Grant Recipient has failed to provide the Authority’s Delivery Partner with a satisfactory explanation for the delay, or failed to agree a new Commencement Date with the Authority;
  - 11.1.3. the Authority or the Authority’s Delivery Partner considers that the Grant Recipient has not made satisfactory progress with the delivery of the Funded Activity;
  - 11.1.4. the Grant Recipient receives duplicate funding for the Funded Activities as referred to in clause 3 (in which case, the Authority’s recovery will be limited to a part of the Grant equivalent to the amount of duplicate funding);
  - 11.1.5. the Authority has incorrectly paid money to the Grant Recipient as a result of an administrative error or other reasons; or

- 11.1.6. any of the events set out in clause 29.2 (b) to (n) arise.
- 11.2. The Grant Recipient agrees and accepts that it may become ineligible for grant support and be required to repay any Grant if it engages in tax evasion or aggressive tax avoidance, in the opinion of HMRC.
- 11.3. The Grant Recipient may not retain any portion of the Grant that has not been used by the end of the Financial Year in the Funding Period without the Authority's written permission.
- 11.4. Where all or a proportion of the Grant remains unspent at the end of the Financial Year or as a result of termination or breach of this Agreement all or a proportion of the Unspent Monies, as calculated by the Authority, must be repaid by the Grant Recipient to the Authority within 30 working days of a request for repayment and must not be carried forward for use in the following Financial Year.
- 11.5. If any amount repayable in accordance with clause 11.4 is not repaid within 30 working days of a request for repayment, the Authority reserves the right to unilaterally deduct that amount from any other sum which is due or which may later become due under this or any other Agreement.
- 11.6. Wherever under this Agreement any sum of money is recoverable from or payable by the Grant Recipient (including any sum that the Grant Recipient is liable to pay to the Authority in respect of a Breach of this Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Grant Recipient under this Agreement or under any other agreement or contract with the Authority.

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

- 12.1. In connection with this Agreement, the Grant Recipient must obtain prior written consent from the Authority before:
- (i) writing off any debts or liabilities;
  - (ii) offering to make any special payments; and
  - (iii) giving any gifts.
- 12.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activity.

## **13. BORROWING**

- 13.1. The Grant Recipient must obtain prior written consent from the Authority before:
- (i) borrowing or lending money from any source;
  - (ii) charging or agreeing any security over any Asset; and/or

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

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

- 14.1. The Authority's Delivery Partner will notify the Grant Recipient of any changes to their activities which are supported by the Grant.
- 14.2. The Grant Recipient will endeavour to accommodate any changes to the Authority's needs and requirements under this Agreement.

#### **15. CONFIDENTIALITY**

- 15.1. Except to the extent set out in this clause or where disclosure or publication is expressly permitted elsewhere in this Agreement, 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 and to such extent as may be necessary for the performance of the Grant Recipient's obligations under the Agreement.
- 15.2. The Grant Recipient hereby gives its consent for the Authority to publish this Agreement in its entirety (but with any information which is Confidential Information belonging to the Authority redacted), including from time to time agreed changes to the Agreement, to the general public.
- 15.3. The Grant Recipient may only disclose the Authority's Confidential Information to its personnel who are directly involved in the provision of the Funded Activities and who need to know the information, and shall ensure that such personnel are aware of and shall comply with the Grant Recipient's obligations as to confidentiality.
- 15.4. The Grant Recipient shall not, and shall procure that its staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Agreement.
- 15.5. At the written request of the Authority, the Grant Recipient shall procure that those members of the Grant Recipient's personnel identified by the Authority sign a confidentiality undertaking prior to commencing any work in accordance with this Agreement.
- 15.6. Clause 15.1 shall not apply to the extent that:
  - 15.6.1. such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the DPA, FOIA or the EIR;
  - 15.6.2. such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

- 15.6.3. such information was obtained from a third party without obligation of confidentiality;
  - 15.6.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
  - 15.6.5. such information is independently developed without access to the other party's Confidential Information.
- 15.7. Nothing in clauses 15.1 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 15.7.1. for the purpose of the examination and certification of the Authority's accounts; or
  - 15.7.2. for the purpose of any examination 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; or
  - 15.7.3. to any government department or any other Contracting Authority and the Grant Recipient hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority; or
  - 15.7.4. to any consultant, contractor or other person engaged by the Authority, provided that in disclosing information under clauses 15.7.3 and 15.6.4 above the Authority discloses only 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.
- 15.8. Nothing in clauses 15.1 to 15.4 shall prevent either party from using any techniques, ideas or know-how gained during the performance of its obligations under this 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.
- 15.9. In the event that the Grant Recipient fails to comply with clauses 15.1 to 15.4, the Authority reserves the right to terminate the Agreement with immediate effect by.
- 15.10. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the delivery of the Funded Activities under the Agreement, the Grant Recipient undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 15.11. The Grant Recipient will immediately notify the Authority's Delivery Partner of any breach of security in relation to Confidential Information and all data obtained in the delivery of the Funded Activities under the Agreement and will

keep a record of such breaches. The Grant Recipient will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Grant Recipient's obligations under clauses 15.1 to 15.5. The Grant Recipient will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

## **16. TRANSPARENCY**

- 16.1. 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 information.
- 16.2. The Authority will be responsible for determining whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The Grant Recipient agrees that the Authority may make any redactions of this Agreement the Authority considers appropriate.

## **17. FREEDOM OF INFORMATION, DATA PROTECTION AND HUMAN RIGHTS**

- 17.1. The Grant Recipient must observe its obligations under FOIA, DPA, GDPR, EIR, EA and HRA and under the common law duty of confidentiality and shall comply with all applicable laws, regulations, best practice and codes of practice (and shall notify the Authority immediately of any significant departure from such legislation, regulations or codes).
- 17.2. The Grant Recipient hereby acknowledges that the Authority is subject to requirements under the Information Acts. Where requested by the Authority or the Authority's Delivery Partner, the Grant Recipient will provide reasonable assistance and cooperation to the Authority or the Authority's Delivery Partner to assist the Authority's compliance with its information disclosure obligations.
- 17.3. On request from the Authority or the Authority's Delivery Partner, the Grant Recipient will provide the Authority or the Authority's Delivery Partner with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 17.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under FOIA and/or EIR, may disclose information concerning the Grant Recipient and this Agreement without consulting with the Grant Recipient.
- 17.5. 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 but (notwithstanding any other provision in this 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.

- 17.6. The Grant Recipient agrees that it is the data controller of any personal data processed by it pursuant to the Funded Activities, as those terms are defined in the Information Acts in force at the relevant time. It will comply fully with the Information Acts to the extent that they are applicable to it.
- 17.7. The Grant Recipient agrees that the Authority, its employees and contractors may use personal data which the Grant Recipient provides about its staff, partners and participants involved in the Funded Activities to administer and evaluate the Grants programme, and to exercise the Authority's rights under this Agreement.
- 17.8. The Grant Recipient agrees that the Authority may share details of the Grant, the name of the Grant Recipient's organisation and any personal data obtained from it with the UK Government and that such details may appear on the Government Grants Information System database which is available for search by other funders.
- 17.9. The Grant Recipient will notify the Authority's Delivery Partner of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.
- 17.10. All Parties will work collaboratively to explore appropriate solutions for data sharing, in compliance with legal and regulatory obligations
- 17.11. The Parties agree that all data movement will be in line with National Cyber Security Centre (NCSC) approved procedures. All transfers whether electronic or physical will use encryption protocols and standards recommended by the NCSC Security Characteristics appropriate to the classification of the data custodian up to and including "Official Sensitive" certification or equivalent.
- 17.12. Nothing in this Agreement will require the Grant Recipient to share the Personal Data of any participants in the Funded Activities.

## **18. PREVENTION OF BRIBERY**

### **18.1. The Grant Recipient:**

- 18.1.1. shall not, and shall procure that its staff, agents, consultants and sub-contractors shall not, in connection with this Agreement, commit a Prohibited Act;
- 18.1.2. shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct has been carried out in the UK;
- 18.1.3. shall comply with the Authority's anti-bribery policies, as updated from time to time and notified to the Grant Recipient;
- 18.1.4. shall have and shall maintain throughout the term of this Agreement its own policies and procedures, including adequate procedures under the

Bribery Act 2010, to ensure compliance with clauses 18.1.1, 18.1.2 and 18.1.3;

- 18.1.5. shall promptly report to the Authority's Delivery Partner any request or demand for any undue financial or other advantage of any kind received by the Grant Recipient in connection with the Funded Activity;
  - 18.1.6. shall immediately notify the Authority's Delivery Partner in writing if a foreign public official becomes an officer or employee of the Grant Recipient or acquires a direct or indirect interest in the Grant Recipient, and the Grant Recipient warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;
  - 18.1.7. shall, if requested, provide the Authority or the Authority's Delivery Partner with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
  - 18.1.8. within one (1) month of the Commencement Date, and annually thereafter, certify to the Authority's Delivery Partner in writing (such certification to be signed by an officer of the Grant Recipient) compliance with this clause 18 by the Grant Recipient and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Grant Recipient shall provide such supporting evidence of compliance as the Authority and/or the Authority's Delivery Partner may reasonably request.
- 18.2. For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 18, a person associated with the Grant Recipient includes any agent, delegate or subcontractor of the agent.

## **19. PUBLIC PROCUREMENT AND STATE AID**

- 19.1. The Grant Recipient will procure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in any procurement of goods or services funded by the Grant.
- 19.2. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient warrants that it will comply, as necessary, with the applicable procurement laws when procuring goods and services.
- 19.3. Where the Grant Recipient reasonably considers that there is an objective justification for not complying with procurement rules and seeks to rely on such a justification, it will contact the Authority's Delivery Partner to seek prior

written consent to its non-compliance from the Authority setting out the reasons for non-compliance in a structured business case.

- 19.4. The Grant Recipient will take all reasonable steps to ensure that where any awards are made from the Funded Activities those awards are compatible with State Aid law including requesting such documentation from the award recipients as is necessary to ensure compliance with State Aid law.
- 19.5. Where the Authority determines that a Grant would constitute State Aid, the Authority and the Grant Recipient acknowledge that any such Grant will only be payable if:
  - i) it is paid under the 'de minimis' exemption; and
  - ii) the Grant Recipient has not received funding from a public body in the three years prior to the date of the Grant that would aggregate with the Grant to exceed the permitted threshold.
- 19.6. The Grant Recipient shall inform the Authority's Delivery Partner immediately if it receives or intends to receive any public funding within three years from the date of the final payment of this Grant which will or may constitute further State Aid. If necessary, notwithstanding the other provisions in this Agreement, the Grant Recipient shall immediately repay any funding which, in the Authority's absolute discretion, may constitute unlawful State Aid.

## **20. INTELLECTUAL PROPERTY RIGHTS**

- 20.1. Save as expressly granted elsewhere in this Agreement the Recipient will retain:
  - 20.1.1. its Pre-existing IPR; and
  - 20.1.2. IPR created by it during the period of the Grant relating to or resulting from the Funded Activities, except where such IPR is vested in the Authority pursuant to clause 20.2.2.
- 20.2. The Authority will retain:
  - 20.2.1. its Pre-existing IPR; and
  - 20.2.2. IPR in all reports, materials and other documents produced by the Authority or the Recipient to monitor the Grant and the delivery of the Funded Activities.
- 20.3. 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 trade marks on any of its products or services without the other Party's prior written consent.
- 20.4. The Recipient shall at all times make all IPR referred to in clause 20.1.2 above publically available without restriction using an appropriate licence agreed with the Authority (which may be, without limitation, the Open Government Licence or an appropriate Creative Commons Licence).

- 20.5. The Recipient grants to the Authority a non-exclusive, royalty-free, sub-licensable, worldwide, perpetual and irrevocable license to use the IPR referred to in clause 20.1.2 for the purposes of supporting other projects.
- 20.6. Ownership of third party software or other IPR necessary to deliver Funded Activities will remain with the relevant third party.
- 20.7. The 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 Recipient will obtain and maintain all appropriate licences to use the third party software.
- 20.8. The Authority may freely share any information, know-how, system or process developed during the period of the grant Funded Activities to support similar projects.

## **21. INSURANCE**

- 21.1. The Grant Recipient will, during the term of the Agreement and for six (6) years after termination or, expiry of this Agreement, 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 this Agreement.
- 21.2. The Grant Recipient will upon request produce to the Authority's Delivery Partner 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.
- 21.3. Where the Grant Recipient receives more than 50% per cent of the Grant Recipient's total income from public funds, the Grant Recipient will notify the Authority. The Authority will review the nature of the control of Grant Recipient's organisation to determine any resulting requirement for reclassification which may in turn change the insurance requirements under the Agreement.
- 21.4. The Authority and/or the Authority's Delivery Partner accept no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Funded Activities, the use of the Grant or from withdrawal of the Grant. The Grant Recipient shall indemnify and hold harmless the Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.

- 21.5. Subject to clause 21.4, the Authority's liability under this Agreement is limited to the amount of the Grant.

## **22. PUBLICITY**

- 22.1. The Authority will acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Authority as the source of the Grant and will show the Grant Recipient's related expenditure as a restricted fund under the Funded Activities in the Grant Recipient's annual accounts.
- 22.2. The Grant Recipient will not publish any material referring to the Funded Activities or the Authority without the prior written agreement of the Authority. The Grant Recipient will 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.
- 22.3. 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 contact the Authority's Delivery Partner to obtain the Authority's prior written consent to such use.
- 22.4. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.
- 22.5. The Grant Recipient will comply with all reasonable requests from the Authority and/or the Authority's Delivery Partner 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.
- 22.6. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.

## **23. ENVIRONMENTAL REQUIREMENTS**

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

- 23.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activity do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority's Delivery Partner shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

## **24. DISPOSAL OF ASSETS, CHANGE OF USE AND ASSIGNMENT**

- 24.1. The Grant Recipient must not sell any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with Grant monies unless:
- 24.1.1 the Asset can be sold for its full current market value; and
- 24.1.2 the Grant Recipient has contacted the Authority's Delivery Partner to obtain the prior written consent of the Authority to such sale.
- 24.2. The Grant Recipient must not sell any Asset below market value without contacting the Authority's Delivery Partner to request the Authority's prior written consent to such sale.
- 24.3. Any monies made from disposal of any Asset will be surrendered to the Authority in full, unless otherwise agreed by the Authority in writing.
- 24.4. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant or this Agreement or any rights under it, to another organisation or individual, without the Authority's prior written consent. Any consent given by the Authority will be subject to a condition that the Grant Recipient has first entered into an agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

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

- 25.1. As part of the government's efficiency and reform programme, public funding for marketing, advertising, communications and consultancy is closely controlled. The Grant Recipient must contact the Authority's Delivery Partner to obtain the Authority's prior written consent to any proposed expenditure in these areas, either in connection with, or using funding provided, under this Agreement. A complete list of the controlled activities can be found at <https://www.gov.uk/government/publications/cabinet-office-controls>.
- 25.2. The Grant Recipient must provide evidence to the Authority that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using funding provided under this Agreement will deliver measurable outcomes that meet government objective to secure value for money.

**26. NO PARTNERSHIP OR AGENCY**

- 26.1. This Agreement shall not create any partnership or joint venture between the Authority and the Grant 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.

**27. JOINT AND SEVERAL LIABILITY**

- 27.1. Where the Grant Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Grant Recipient shall be jointly and severally liable for the Grant Recipient's obligations and liabilities arising under this Agreement.

**28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 28.1. This Agreement does not and is not intended to confer any contractual benefit on any person not Party to it pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**29. TERMINATION [elements of this section to be populated for each individual Grant]**

- 29.1. Either Party may terminate this Agreement at any time by giving at least one (1) month's written notice to the other Party.
- 29.2. The Authority may by written notice to the Grant Recipient terminate this Agreement with immediate effect if any of the following events occur:
- (a) the Grant Recipient intends to use, has used in the past, or uses the Grant for purposes other than those for which they have been awarded;
  - (b) the Grant Recipient fails to comply with the KPI targets set out in annex 5 of this Agreement for more than three (3) consecutive months.; and
    - (i) following the implementation of a Remedial Action Plan the Authority considers that the KPI failure persists;
    - (ii) that the KPI failure has not been remedied to the satisfaction of the Authority; or
    - (iii) the KPI failure reoccurs within a subsequent 6-month period from the date of approval of the Remedial Action Plan **[Amend/delete as appropriate]**.
  - (c) the Grant Recipient is, in the reasonable 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);

- (d) the Grant Recipient obtains duplicate funding from a third party for the Funded Activities;
- (e) the Grant Recipient obtains funding from a third party which, in the reasonable opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- (f) the Grant Recipient provides the Authority or the Authority's Delivery Partner with any materially misleading or inaccurate information;
- (g) the Grant Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient or a third party, as soon as they become aware of it;
- (h) the Authority determines (acting reasonably) that any director or employee of the Grant Recipient has:
  - (i) acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of the Authority; or
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
- (i) the Grant Recipient transfers, assigns or novates to any third party, or encumbers in any way, the Grant without the Authority's consent;
- (j) 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);
- (k) the Grant 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;
- (l) the Grant Recipient incurs expenditure on activities that breach European state aid or procurement rules, or the Grant is found to be unlawful State Aid;
- (m) the Grant Recipient commits a Material Breach of the Agreement;
- (n) the Grant Recipient fails to comply with any of the Terms and fails to rectify such Breach within ten (10) working days of receiving written notice from the Authority or the Authority's Delivery Partner detailing the failure.

29.3. In the event of a Breach of this Agreement, the Authority may serve a notice on the Grant Recipient requiring remedial action to be taken within a specified period, or allow a Remedial Action Plan to be agreed in writing between the Parties. If the Breach cannot be remedied in accordance with the Remedial

Action Plan, the failure to remedy the Breach will amount to a Material Breach. Where a Grant Recipient is found to have committed a Material Breach the Agreement will be terminated with immediate effect on receipt of notice in writing from the Authority.

- 29.4. In the event of a change of government or policy direction which adversely affects the Authority's ability to provide ongoing funding to the Grant Recipient, for the remaining Funding Period, the Authority may terminate this Agreement at any time by giving at least one (1) month's written notice to the Grant Recipient.

### **30. AMENDMENT OR VARIATION OF THE AGREEMENT**

- 30.1. No amendment or variation to this Agreement will be effective unless it is in writing, agreed and signed by the Representatives on behalf of each of the Parties.

### **31. CONSEQUENCES OF TERMINATION AND SUPPORT FOR TRANSFER OF RESPONSIBILITY**

- 31.1. Nothing in this Agreement will affect any provision of this Grant which is expressly or by implication intended to apply or continue to apply following termination of this Agreement, for any reason.
- 31.2. If the Authority terminates this Agreement in accordance with clause 29.1 the Authority may 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.
- 31.3. 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 the employment of any employees engaged in the provision of the Funded Activities prior to the date of termination.
- 31.4. Upon receiving notice of termination from the Authority, the Grant Recipient will review, amend and implement the agreed exit plan or equivalent with the Authority's Delivery Partner.
- 31.5. The Grant Recipient will repay any outstanding Grant Monies to the Authority within ten (10) working days of receiving written notice from the Authority detailing the failure.
- 31.6. Save as otherwise expressly provided in the Agreement, termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.

## **32. EXIT PLAN**

- 32.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 7 of these Conditions

## **33. GRANT RECIPIENT PERSONNEL**

- 33.1. The Grant Recipient will the Authority's prior written consent before creating or replacing staff in posts where they are responsible for delivery of the Funded Activity. The Grant Recipient will appoint replacement staff with appropriate qualifications and experience.

## **34. RESEARCH SURVEYS, QUESTIONNAIRES**

- 34.1. The Authority may occasionally conduct research exercises, including by way of surveys, or questionnaires, or requests for feedback, into the Grant Recipient's experience of the Grant, and on the Grant Recipients business needs, and other related matters. Participation in any such exercise would be confidential and voluntary, and the results will be handled in such a way that they do not identify individual respondents, unless consent is obtained or, for instance, the Grant Recipient agrees to be contacted as a case study.
- 34.2. For the purposes of analysing the outcome of any research, the Grant Recipient's input may be combined with other information which the Authority has, but the Authority will do so in a way that does not affect the anonymity of the individual participants. The Authority has the right to use the reports and findings of any such exercise on an anonymised basis as it deems suitable.

## **35. DISPUTE RESOLUTION**

- 35.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Agreement.
- 35.2. 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.
- 35.3. If the dispute cannot be resolved between the authorised points of contact within a maximum of one (1) month, then the matter will be escalated to a formal meeting between the Grant Manager of the Authority and the Grant Recipient's Chief Executive (or equivalent).
- 35.4. Without prejudice to any other rights or remedies that the Authority may have, the Authority reserves the right to seek injunctive or other appropriate relief for sufficiently serious, time-critical, actual or anticipated Breach.

**36. NOTICES**

- 36.1. 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 above or otherwise notified in writing. 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.

**39. GOVERNING LAW**

- 39.1. This Agreement will 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.

SIGNED by: .....  
Signature

**[insert authorised signatory's name]** .....  
Title  
for and on behalf of the .....  
Department for Work and Pensions Date

SIGNED by .....  
Signature

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

**ANNEX 1 – Grant Offer Letter**

***[Please append the Grant Offer Letter]***

## **ANNEX 2 -The Funded Activities**

***[Set out the scope of the Funded Activities . You should make sure the description is sufficiently precise to ensure that the Grant is only applied for the purposes intended while allowing the Grant Recipient an appropriate measure of operational flexibility and degree of freedom in its decision making (within the parameters of the Funded Activities)Please note the Grant Recipient is required to gain the Authority's permission to amend the Funded Activities or to use the Grant for other purposes]***

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

#### **1.1. Background**

#### **1.2. Aims and objectives of the Funded Activity**

**(i)**

**(ii)**

**(iii)**

### **2. Funded Activity**

**ANNEX 3 - Payment Schedule**

**[Set out the amount of the Grant here. This may be expressed as a single block sum, or otherwise, depending on the nature of the Grant, the payment scheme and the duration of the Funding Period]**

**[Some payment options are set out in the Agreement, but where a different payment timescale is required, set that out here (for example, payments are linked to achievement of specific project milestones)]**

**[Where specific amounts of the grant are allocated to specific use by the Grant Recipient set out those details here]**

<b>INSTALLMENTS</b>	<b>GRANT SUM PAYABLE (On completion of agreed milestones where applicable)</b>	<b>PAYMENT DATE</b>
<b>Year 1</b>		
<b>1<sup>st</sup></b>		
<b>2<sup>nd</sup></b>		
<b>3<sup>rd</sup></b>		
<b>4<sup>th</sup></b>		
<b>Year 2</b>		
<b>1<sup>st</sup></b>		
<b>2<sup>nd</sup></b>		
<b>3<sup>rd</sup></b>		
<b>4<sup>th</sup></b>		



**ANNEX 5 - Agreed Outputs/Long Term Outcomes and Key Performance Indicators**

**The Grant Recipient is required to comply with the Government Grants Minimum Standards 8, which reads: “all government grants will have outputs agreed and longer-term outcomes defined, wherever possible, to enable active performance management, including regular reviews and adjustments where deemed necessary”.**

The Grant Recipient shall achieve the following milestones and key performance indicators:

**Agreed Outputs**

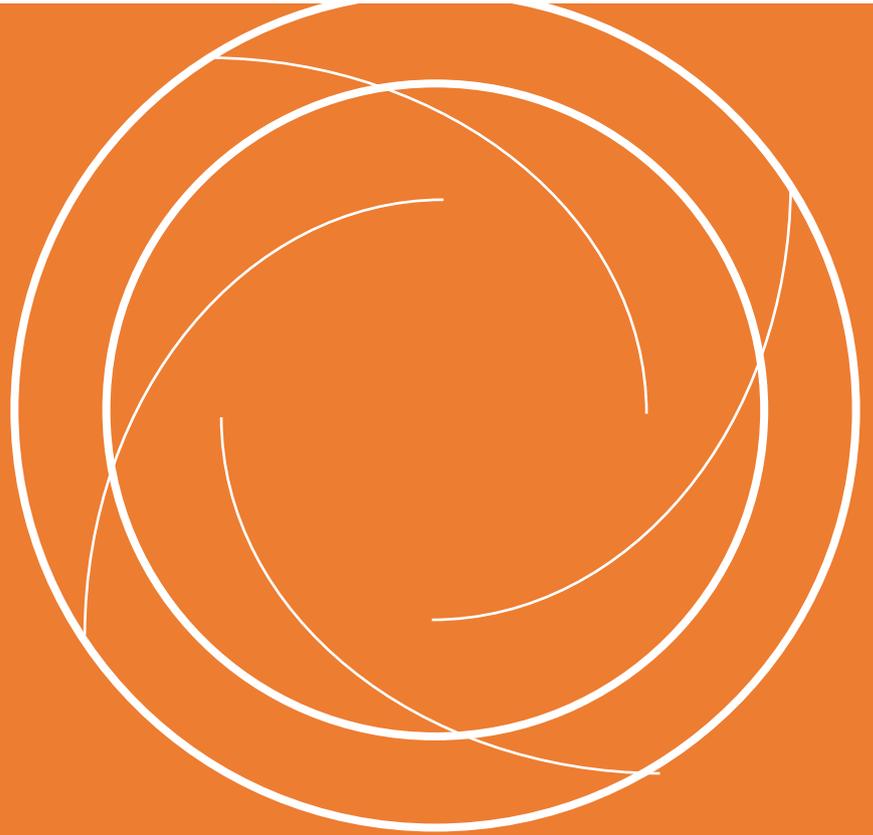
- 1.
- 2.
- 3.
- 4.

**Key Performance indicators/milestones**

<b>KPIs measured quarterly</b>	<b>Year 1</b>	<b>Year 2</b>

<b>KPIs measured annually</b>

**ANNEX 6 – Code of Conduct**



**Code of Conduct for  
Recipients of  
Government  
General Grants**

November 2018

<b>Version Control</b> Version	Date	Reason
1.0	29 November 2018	First publication of document on gov.uk.
1.1	15 January 2019	Updated to include coversheet, version control table, and to ensure correct hyperlinks within text.

## HM Government

### Code of Conduct for Grant Recipients

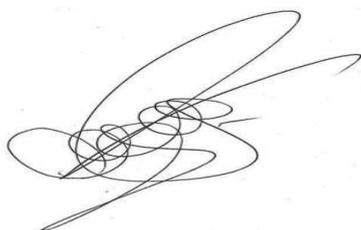
#### *Foreword*

Grant making is an essential component in the tools available to government to deliver its policy objectives. Grants are awarded to deliver across a diverse range of policy areas such as helping to tackle disadvantage, to support the Arts, and to advance research and technologies, helping the UK to compete at the global level. This diversity, combined with the importance of the areas funded through grants to the UK, is why it is essential to ensure that grants are administered efficiently and effectively, providing value for the taxpayer.

In this regard, grants are no different from commercial contracts. In September 2017, the Government Commercial Function published the *'Supplier Code of Conduct'* on gov.uk, which sets out publically, the expectations that the Government places on commercial suppliers. The publication of a Code of Conduct for Grant Recipients is an important, natural progression for government, to bring the expectations placed on Grant Recipients, in terms of ethical and professional behaviour, into line with those placed on suppliers.

There are of course fundamental differences between grants and commercial contracts, and this code has been written to recognise and respect those differences. It is also true that there are many common elements between grants and contracts, not least the expectations placed on the individuals and organisations that are awarded funding.

Following publication of this Code of Conduct, government general grant agreements will make reference to it in their terms and conditions. I expect that Grant Recipients will meet the expectations in this code, and ensure their employees and partners do the same.



Lyn McDonald  
**Director, Cabinet Office Fraud, Error, Debt and Grants Function**

## Introduction

1. It is the Government's aim to deliver for the Exchequer on a range of commitments covering grant funding, which include: ensuring funded activities represent good value; funding activities that clearly and demonstrably support policies that fulfil the Government's manifesto commitments; and development work that is delivered on budget and in accordance with specifications laid out in the grant funding agreement. In delivering these commitments we must ensure adherence to the highest standards of ethical and professional behaviour.
2. We evidence this for the civil service through the Civil Service Code and the Seven Principles of Public Life, which define the values that we espouse and the behaviours required of all civil servants.<sup>1</sup> Our relationships with Grant Recipients are critical to successful performance. This Grant Recipient Code of Conduct ('this code') sets out the behaviours that we expect of Grant Recipients who are engaged in activities that are administered via general grants funded by the Government.
3. In selecting Grant Recipients, government will carry out checks to ensure it is entering into grant agreements with reputable entities. These checks are conducted in line with the Functional Standard for Government General Grants, ensuring fair access to opportunities for all Grant Recipients and equal treatment during selection processes.<sup>2</sup>
4. As Grant Recipients carry out the activities that are being funded by grant awards, we expect that their performance should be in accordance with the spirit of the grant agreement, as well as its letter. And we expect our Grant Recipients, in carrying out activities that are funded by government, wherever they operate, to act in a manner that is compatible with public service values, where possible to promote innovation and expertise, and where applicable to contribute to the public good within in the UK and abroad.
5. We also have high expectations of government employees in this regard. We recognise that in many cases effective grant management requires a good working relationship between Grant Recipients and government grant managers. We expect our officials to treat Grant Recipients with fairness and respect. In return we expect Grant Recipients to treat our officials in the same way, and seek to build trusting and effective collaborative relationships that are focused on delivering for the public good.

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<sup>1</sup> Details on the Civil Service Code and 7 Principles can be found on gov.uk, here: <https://www.gov.uk/government/publications/civil-service-code/the-civil-service-code> and here: <https://www.gov.uk/government/publications/the-7-principles-of-public-life>. <sup>2</sup> Supporting guidance for the Government Functional Standard for General Grants: <https://www.gov.uk/government/publications/grants-standards>.

6. This code is intended for use by all departments and their Arm's Length Bodies (ALBs) in their relationships with Grant Recipients. As a statement of good practice it should be adopted both by current and prospective recipients of government grants. We expect our Grant Recipients to communicate this code of conduct to employees, their parent company, subsidiaries and (if applicable) any subcontractors or intermediaries.
7. This Code is intended to be a living document that will evolve in line with best practice. These arrangements will be kept under review to ensure that they continue to help facilitate good governance in departments and their ALBs.
8. Any queries regarding this code that are specific to a grant scheme or award should be referred to the individual grant manager in the relevant government department. General queries related to this code should be referred to the Cabinet Office's Grants Management Function: [grants-management-function@cabinetoffice.gov.uk](mailto:grants-management-function@cabinetoffice.gov.uk)

## **Employees and Service Users**

### **Respectful treatment**

9. Our officials and those who are impacted by the activities being funded have the right to respectful treatment. We will not tolerate discrimination, harassment or victimisation in the workplace or in connection with any government service, and we expect our Grant Recipients to provide the same commitment to our officials, and to include their own employees within this commitment, in accordance with The Equality Act 2010.<sup>2</sup>

### **Professional behaviour**

10. We expect Grant Recipients to be prepared to invest in their relationships with government and establish trust with our staff and with other entities and organisations involved in the activities being funded. We also expect Grant Recipients to be able to speak out when government officials, civil servants or other Grant Recipients are not upholding the values embedded in the Civil Service Code or this code. We also expect Grant Recipients to speak out, without fear of consequences, when a grant funded project or activity is unlikely to succeed because of our behaviours or a lack of good governance. We expect the same behaviour when a grant is no longer fit for purpose, for example, in the grant agreement stipulations or measures.
11. We expect Grant Recipients to be prepared to invest in their relationships with government and establish trust with our staff and with other entities and organisations involved in the activities being funded. We also expect Grant Recipients to be able to speak out when government officials, civil servants or other Grant Recipients are not upholding the values embedded in the Civil

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<sup>2</sup> Details about the Equality Act 2010 can be found here: <https://www.gov.uk/guidance/equality-act-2010guidance>.

Service Code or this code. We also expect Grant Recipients to speak out, without fear of consequences, when a grant funded project or activity is unlikely to succeed because of our behaviours or a lack of good governance. We expect the same behaviour when a grant is no longer fit for purpose, for example, in the grant agreement stipulations or measures.

## **Interacting with Vulnerable Groups**

12. Some grants fund activities for end users or for beneficiaries with particular needs such as those with physical or mental disabilities, medical conditions, children and young people, the elderly, or those with other factors that place them in a vulnerable position. Grant Recipients must ensure that at all times, these end users are treated with respect and that their dignity, safety, security and wellbeing, is treated as a priority concern.
13. It is crucial that Grant Recipients ensure that everyone who takes part in grant funded activities, such as staff or participants (including volunteers), understand the boundaries of appropriate behaviour. Also that they have facilities in place to enable them to speak out, without fear of consequences, for example, if they feel that vulnerable groups are in any way being treated improperly. Grant Recipients are encouraged to develop their own internal guidance, training and procedures, to assist their employees whenever they interact or otherwise engage with vulnerable groups. This should cover being able to identify and act for vulnerable groups, to understand what constitutes improper conduct or abuse, and also how to act on that.
14. Grant Recipients should be aware that they are required to have Disclosure and Barring Service checks carried out on those who have direct contact with vulnerable groups, where clearance is not already in place, in particular those who plan to operate in a position of trust, in a regulated position. The Safeguarding Vulnerable Groups Act 2006 provides further guidance as well as stipulating that the Disclosure and Barring Service will make decisions on individuals who should be barred from working with vulnerable groups.<sup>3</sup>

## **Human rights and employment law**

15. Grant Recipients must comply with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors in their supply chain also comply. This includes complying with the provisions of the Modern Slavery Act 2015.<sup>4</sup>

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<sup>3</sup> The Safeguarding Vulnerable Groups Act 2006 can be found here:  
<https://www.legislation.gov.uk/ukpga/2006/47/contents>.

<sup>4</sup> An overview of the Modern Slavery Act can be found here:  
<https://www.gov.uk/government/collections/modern-slavery-bill>.

## **Business practices**

### **Management of risk**

16. Through robust grant management, we try to ensure that risk is placed with the party best able to manage it. This includes requiring that Grant Recipients do not transfer risk inappropriately to intermediaries, other entities or subcontractors, and not to assert that they can manage risk that is in fact better managed by government. All parties to a grant should be prepared to share intelligence on delivery risks, so that any material risks can be mitigated.

### **Continuous improvement**

17. We expect our Grant Recipients to use recognised sector specific best practice in the delivery of activities being carried out that are funded by government. We also expect Grant Recipients to continuously improve these activities and bring innovation, ideas and expertise to help government address its strategic and policy challenges and to support growth and where applicable to contribute to the public good within the UK and abroad.

### **End-to-end Delivery**

18. We expect Grant Recipients to be aware of how they contribute to overall delivery, and to work with government and other Grant Recipients to ensure that their activities are utilised effectively, providing high-quality delivery. We expect Grant Recipients to behave in accordance with required standards, as set out in the grant agreement, and to be forthcoming with information required where a grant agreement is coming to an end and is in a transitional phase leading to a grant exit.

### **Value**

19. Government departments should always make sure they obtain value, when spending the money, it receives from the Exchequer, and should be able to demonstrate that value to Parliament and the public. This means that grant agreements should be structured to ensure that the funding is used for the intended purpose, in line with defined eligible expenditure, and to ensure sustainable value, throughout the life of the grant.
20. Whilst we accept our Grant Recipients are incentivised with the promise of grant funding to carry out activities in a way that aligns with government policy, we expect Grant Recipients not to exploit an incumbent or monopolistic position, an urgent situation or an asymmetry of capability or information to impose opportunistic pricing. We expect Grant Recipients to work in good faith to resolve disputes promptly and fairly, throughout the life of a grant award, through clearly communicated dispute resolution mechanisms and good relationship management.

21. Reputation We want to work with Grant Recipients who are proud of their reputation for fair dealing and quality delivery. We also want working with government to be seen as reputation enhancing for the Grant Recipient. Equally, we expect Grant Recipients, in delivering the funded activity, to ensure that neither they, nor any of their partners, intermediaries or even subcontractors, engage in any act or omission, which is reasonably likely to diminish the trust that the public places in government.
22. Cyber Security It is essential that Grant Recipients safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Grant Recipients must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect government data.<sup>5</sup>

### **Environmentally Sustainable Grant Funding**

23. We expect our Grant Recipients to be aware of and to support government in complying with its legal and operational obligations under social value legislation, in delivery of the wider policy that sits behind the grant agreement, and in the delivery of the targets as defined within the Greening Government Commitments 2016 to 2020.<sup>6</sup> We expect our Grant Recipients to assist government in the understanding and (if possible) reducing the potential impact grant funded activities may have on our environment.
24. We expect Grant Recipients to be open and transparent in assisting government in reporting publicly on any environmental impacts.

### **Confidentiality**

25. Grant Recipients are expected to comply with the provisions in their grant agreements and any legal requirements to protect sensitive information. Grant Recipients may also be party to confidential information that is necessary for them to be effective partners.
26. This information, even if it is not covered by provisions within the grant agreement, should be handled with the same care as information of similar sensitivity in the Grant Recipient's own organisation.

### **Conflicts of Interest**

27. Grant Recipients shall mitigate appropriately against any real or perceived conflict of interest through their work with government. A Grant Recipient with a position of influence gained through the award of a grant should not use that position to unfairly disadvantage any other Grant Recipient or reduce the

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<sup>5</sup> National Cyber Security Centre website: <https://www.ncsc.gov.uk/>.

<sup>6</sup> Details of the Greening Government Commitments, 2016-2020, can be found here: <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020>.

potential for future competition, for example, by creating a technical solution that locks in the grant to the Grant Recipient's own proprietary methodologies or activities.

## **Standards of Behaviour**

### **Ethical behaviour**

28. Civil servants are required to uphold the Seven Principles of Public Life in their dealings with third parties and we expect fully reciprocal behaviour from Grant Recipients. We expect the highest standards of ethics from Grant Recipients, their agents, their chosen intermediaries and possible subcontractors in carrying out the activities funded by government. We expect Grant Recipients to be explicit about the standards they demand of their executives, managers, employees, partners, volunteers and subcontractors and to have in place governance and audit processes to monitor and enforce these standards.

### **Counter Fraud and Corruption**

29. We expect that at all times, Grant Recipients adhere to anti-corruption laws, including but not limited to the Bribery Act 2010, the Fraud Act 2006 and antimoney laundering regulations. We expect Grant Recipients to have robust processes to ensure that their agents, intermediaries, and possible subcontractors also comply with these laws. We will not tolerate any form of corrupt practices, including extortion and fraud, and we expect Grant Recipients to be vigilant and proactively look for corrupt practices, fraud, and the risk of such forms of criminality, in the conduct of their activities.
30. Grant Recipients should immediately notify government where corrupt or fraudulent practice is suspected or uncovered and disclose any interests that might impact their decision-making or the advice that they give to government.

### **Transparency**

31. We expect Grant Recipients to be open and honest in their dealings with government, and where required to support government to meet transparency commitments within the UK Open Government National Action Plan, 2016-18.<sup>7</sup> In addition, where required within the grant agreement, we expect full and prompt disclosure of costs, in line with published guidance and the terms of the grant agreement.

### **Treatment of Agents, Partners, Intermediaries and Subcontractors**

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<sup>7</sup> Details of the UK Open Government National Action Plan, 2016-18 can be found here: <https://www.gov.uk/government/publications/uk-open-government-national-action-plan-2016-18/uk-opengovernment-national-action-plan-2016-18>.

32. We expect our Grant Recipients to deal fairly with any other entities that it works with in the delivery of the grant funded activities it is carrying out. We expect Grant Recipients to avoid transferring unreasonable levels of risk to other entities, especially to those who cannot reasonably be expected to manage or carry these risks. We expect Grant Recipients not to create barriers to the use of small and medium-sized enterprises who are qualified to carry out or assist grant funded activities, and to encourage innovation to increase the value or quality of those activities.

### **Social Responsibility**

33. We expect our Grant Recipients to promote social responsibility; by upholding the values of this code and supporting key government social responsibility policy areas, such as (but not limited to) diversity and inclusion, sustainability, prompt payment, small and medium sized enterprise engagement, support of the Armed Forces Covenant, apprenticeships and skills development.

### **Compliance**

34. The overall objective of this code is to drive improved performance throughout government grant funding, by building trusting and open relationships with our Grants Recipients. Grants Recipients that carry out activities that are funded by government grants are expected to comply with all aspects of this code, and the terms and conditions of the grant agreement.
35. The grant agreement provides the legal framework for delivery, and should reference this code. Grant Recipients should be open and transparent with government in relation to breaches or suspected breaches of the principles outlined in this code, and should promptly notify government of any such breach. If non-compliance with the requirements of this code is reported or alleged, the first step is for government to discuss the allegations with the Grant Recipient. If that does not resolve the issue, or in cases where the breach is sufficiently grave, the relevant department may consider suspension or termination of the grant agreement, and may take action to recover some or all of the funds paid.

## **ANNEX 7 – EXIT (OPTIONAL)**

1. The following definitions shall apply in addition to the definitions contained in paragraph 2.1 of these Conditions (Definitions):

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

### **General**

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

### **Exit Planning**

6. The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.
7. The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

### **Assistance**

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

## **Assets Register**

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

## **Documentation and Access**

11. The Grant Recipient shall provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded Activities to the Authority or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities. This includes full details of:
  - a) the work programme, objectives/targets, and other services delivered by the Grant Recipient under this Grant Funding Agreement;
  - b) any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;
  - c) software and supply agreements used to deliver any services associated with delivery of the Funded Activities, including the agreements relating to any Third Party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
  - d) any employees used by the Grant Recipient to help deliver the Funded Activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to the Grant Recipient.
12. The Authority may make the documentation available to suppliers who wish to bid for the provision of the activities. The Grant Recipient shall respond expediently and in full to any reasonable questions by the Authority or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

## **Transfer Support Activities**

13. The Grant Recipient shall co-operate with all reasonable requests made by either the Authority or a successor relating to the Funded Activities transition arrangements. The Authority and the Grant Recipient shall discuss the implementation plan for the transition of the activities to either the Authority or a Successor body.