

City of Bradford Metropolitan District Council
City Hall, Centenary Square,
Bradford, BD1 1HY

GRANT AGREEMENT

[DN - to be used for grants below £25k]

[DN - This Grant Agreement should only be used for the provision of low level funding of less than £25k to organisations providing services or activities to individuals, groups or the community that the Council values in the fulfilment of its strategic objectives for the District. Milestones and performance recording must be proportionate to the value and purpose of the grant.]

DN - Drafting Notes (to be deleted before issuing the Grant Agreement)]

BETWEEN

(1) City of Bradford Metropolitan District Council

And

(2) [DN Insert name of Grant Recipient]

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PARTIES

This Grant Agreement is made on **[DN Insert date]**.

Between

- (1) **City of Bradford Metropolitan District Council** (the “Council”); and
 - (2) **[DN Insert name of Grant Recipient]** (the “Grant Recipient”),
- (together referred to as the “parties”).

1. BACKGROUND

- 1.1 The Council has agreed to pay the Grant to the Grant Recipient to assist it in carrying out the Project.
- 1.2 This Grant Agreement sets out all the terms and conditions on which the Grant is made by the Council to the Grant Recipient.
- 1.3 This Grant Agreement, schedules and the documents referred to shall constitute the entire agreement between the parties.

2. DEFINITION OF TERMS

Data Protection Legislation

means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulations ((EU) 016/679); the Data Protection Act 2018 (and regulations made thereunder) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019/419; and the guidance and codes of practice issued by the Information Commissioner or other regulatory authority from time to time;

Delivery Officer

The person that has been identified in Appendix A by the Grant Recipient as taking responsibility for the Project on behalf of the Grant Recipient.

Grant

The aggregate sum of £ **[DN - Insert total amount payable in this agreement]**.

Grant Manager

The person that has been identified in Appendix A by the Council as taking responsibility for the Grant Agreement on behalf of the Council.

Grant Period

The timeframe for which the Grant is awarded, starting on the **[DN - start date]** and ending on the **[DN - end date]**.

Milestone

A key event, with a date for achievement which marks a clear stage of progress towards a final outcome as described in Appendix B.

Milestone Amount

A payment made to the Grant Recipient as outlined in Appendix B.

Prohibited Act

The following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function

- or activity in connection with this Grant Agreement;
- (c) committing any offence:
- (i) under the Bribery Act 2010
 - (ii) under legislation creating offences concerning fraudulent acts
 - (iii) at common law concerning fraudulent acts relating to this Grant Agreement or any other contract with the Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Council.

Project

The activity, project or type of work being funded by the Grant Agreement to reach specific outcomes as described in detail in Appendix C.

3. PAYMENT OF GRANT

- 3.1 Upon completion of each Milestone, the Council shall pay the relevant Milestone Amount to the Grant Recipient.

[DN - in some cases it may be appropriate to pay an instalment of the grant to the Grant Recipient prior to any expenditure being incurred in the delivery of the Project and in such circumstances the Grant Agreement can facilitate a payment by the inclusion of a Milestone 0 (i.e. a Milestone without a substantive outcome, payable on execution of the Grant Agreement). Such circumstances should be considered an exception and should be approved in advance by an Authorised Officer.]

4. CONDITIONS OF GRANT

- 4.1 The Grant shall only be used for the delivery of the Project.
- 4.2 In the event that any part of the Grant remains unspent at the end of the Grant Period, the Grant Recipient shall ensure that these unspent funds are returned in full to the Council.
- 4.3 Upon the completion of each Milestone, the Grant Recipient shall notify the Council and provide proportionate information to substantiate all expenditure incurred on the Project and progress achieved against that Milestone. The Council may ask for further information.
- 4.4 The Council may withhold and suspend any payment and/or may require all or part of the funding or assets to be repaid or returned if in its opinion:
- a. The Grant Recipient breaches the terms of this Grant Agreement and fails to remedy the breach (if capable of remedy) despite being given opportunity to do so.
 - b. There is unsatisfactory progress towards starting or completion of the project/activity.
 - c. The future of the project is in jeopardy.
 - d. Any information provided to the Council in claims or supporting documentation is found to be incorrect, incomplete or misleading.

- e. Performance recording information and milestone achievement (where applicable) is not reported by the set deadlines and information regarding expenditure is not maintained accurately and reported to the Council as requested.
 - f. Any other circumstances or events occur which renders the Grant Recipient unsuitable to receive funding.
 - g. The Grant Recipient becomes insolvent or subject to a winding up resolution or being dissolved.
- 4.5 Wherever under the Grant Agreement any sum of money is recoverable from or payable by the Grant Recipient, the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Grant Recipient under the Grant Agreement or under any other agreement or contract with the Grant Recipient.
- 4.6 In the event that any item of equipment, vehicle or fixed asset is wholly or partly purchased out of funds provided under this Grant Agreement, the Grant Recipient shall not sell, change or dispose of the asset without prior written consent of the Council. **[DN - If this clause is not applicable, Grant Managers should remove it before sending the Agreement to the Grant Recipient for signature].**

5. GRANT RECIPIENT RESPONSIBILITIES

The Grant Recipient shall:

- 5.1 Ensure the Grant is used solely for the Project as set out in this Grant Agreement.
- 5.2 Not make any changes to the Project without prior express written permission of the Council. If amendments are required to this document during the remaining life-time of the project, they must be submitted in writing for consideration by both parties with a commitment that a decision will be reached within 21 days.
- 5.3 Retain all invoices, receipts, accounting records and any other relevant documents relating to the expenditure of the Grant for a minimum period of seven financial years from the end of the financial year to which they relate (e.g. a receipt dated 31st March 2013 should be kept until at least 31st March 2020).
- 5.4 Ensure compliance with the Subsidy Control Act 2022 and where applicable with Minimal Financial Assistance (MFA) subsidy under the Subsidy Control Act 2022. The MFA subsidy allows businesses to receive subsidies of up to £315,000 over any three year fiscal period. The MFA threshold of £315,000 is cumulated over this financial year and the previous two financial years, as specified in section 36 (1) of the Subsidy Control Act 2022 (this is calculated from the moment the legal right to receive the aid is conferred on your organisation and not the date paid).

[DN – Where payment of the Grant is under MFA , Grant Managers must provide the Grant Recipient with the MFA Notification and Confirmation Form, completed and signed form from the Grant Recipient is required before award of the Grant].

- 5.5 Respond to complaints from service users and members of the public in the first instance. In the event of the Council receiving a subsequent complaint about the Grant Recipient on the same issue, the relevant parties are required to participate fully in any investigation and resolution of the complaint, including complying with any recommendations arising from such investigation.
- 5.6 Before using the Council's name in any marketing materials or press release, approval should be sought from the Council's Press Office.

- 5.7 Indemnify the Council and its employees against all claims, penalties, costs, damages and expenses arising by reason of any act, omission or neglect on the part of the Grant Recipient or that of its employees or agents howsoever arising.
- 5.8 Have a written Equal Opportunities Policy and shall act in accordance with that policy.
- 5.9 Provide to the Council such information as the Council may reasonably require in order to monitor equity of access to the Services and to fulfil its obligations under the Equality Act 2010.
- 5.10 Take into account sustainable development in delivery including taking appropriate action to reduce or mitigate the environmental impact of the project.
- 5.11 Not commit any Prohibited Act.
- 5.12 The Grant Recipient recognises that performance of its obligations under the Grant Award may require it to work on duties involving access to children and/or vulnerable adults and which will require compliance with the Safeguarding Vulnerable Groups Act (SVGA) 2006. **[DN - If this clause is not applicable, Grant Managers should remove it before sending the Agreement to the Grant Recipient for signature].**
- 5.13 The Grant Recipient will be a Regulated Activity Provider for the purposes of the SVGA 2006 and shall ensure that all persons who it does or will employ or engage (including and not limited to staff and volunteers) in the provision of the Regulated Activity are subject to a valid enhanced disclosure and barring check undertaken through the Disclosure and Barring Service (DBS), including a check against the Adults' Barred List and the Children's Barred List as appropriate. Guidance can be provided to the Grant Recipient by the Grant Manager. The Grant Recipient also warrants at all times for the purposes of the Grant Agreement that it has no reason to believe that any persons who are or will be employed or engaged by it in the provision of the Regulated Activity is barred from the activity in accordance with the provisions of the SVGA 2006. **[DN - If this clause is not applicable, Grant Managers should remove it before sending the Agreement to the Grant Recipient for signature].**
- 5.14 The Grant Recipient shall refer information to the DBS about any person carrying out the Services where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to any children, vulnerable adults or any other service user or person. **[DN - If this clause is not applicable, Grant Managers should remove it before sending the Agreement to the Grant Recipient for signature].**
- 5.15 Whenever possible and appropriate, the Grant Recipient will carry out consultation and involvement of service users in making use of this funding. The Delivery Officer should consult the Grant Manager to determine a proportionate method of service user consultation.
- 5.16 The Freedom of Information Act 2000 (FOI) provides rights of access by both individuals and organisations to information retained by public authorities. If a FOI request is received in relation to this Grant Award then this and any associated documents may be subject to disclosure unless covered by exemption. The Grant Recipient shall provide such information to enable a full response to be made to any FOI request within the statutory twenty working day time limit.
- 5.17 The Grant Recipient must comply with all applicable Data Protection Legislation and shall ensure that appropriate processes are in place to protect the privacy of all personal identifiable information and prevent data breaches.

- 5.18 The Grant Recipient must hold appropriate types and levels of insurance where applicable, such as, but not limited to, public liability insurance and building and contents insurance. If staff members are employed, the Grant Recipient must also have the appropriate employer's liability insurance with the certificate prominently displayed. The Grant Recipient must request advice from its independent insurers on the types and levels of insurance required for the Project.

6. VALUE ADDED TAX

- 6.1 The payment of funds by the Council under this Grant Agreement is believed to be outside the scope of Value Added Tax (VAT), but if any VAT shall become chargeable, all payments shall be deemed to be inclusive of all VAT and the Council shall not be obliged to pay any additional amount by way of VAT.
- 6.2 It is the responsibility of the Grant Recipient to determine whether its supplies are subject to VAT or not, and, if necessary, reach agreement with HM Revenue & Customs (HMRC) as to the correct treatment of the supplies.
- 6.3 All sums or other consideration payable to or provided by the Grant Recipient to the Council at any time shall be deemed to be exclusive of all VAT payable. The Grant Recipient shall, on demand by the Council, pay to the Council all the VAT payable upon the receipt of a valid VAT invoice.
- 6.4 The Parties acknowledge and agree that the Council shall not have any liability for amounts due to be paid by the Grant Recipient to HMRC.

7. DISPUTE RESOLUTION

- 7.1 In the case of disputes or failure to comply with the above conditions or under performance against milestones, both parties shall work together to resolve any issues arising in the delivery of the Project. The dispute resolution process shall only be used in the event that any issues cannot be resolved.

In the event that the Council has a dispute which cannot be resolved with the Grant Recipient, the following will apply:

Stage One

All payments will be suspended until the matter is resolved to the Council's satisfaction. A formal letter will be sent to The Grant Recipient requesting that the breach shall be remedied. Within 10 working days, the Grant Recipient shall send a formal written response setting out in detail proposed plans for remedying the breach and the timescale for this action. If there is no response within the stated time limit or the proposal is not carried out in accordance with its requirements in the Council's reasonable opinion, Stage Two will apply.

Stage Two

The Council will give written notification of its intention to terminate the Grant Agreement. On receipt of this notification, the Grant Recipient will have 10 working days in which to make representation to the Council as to why the grant should not be withdrawn or whether the time limit for remedying the breach should be extended. Representations from The Grant Recipient will be considered by the Council in good faith.

8. TERMINATION PROVISIONS

8.1 This Grant Agreement shall commence on **[DN - Start Date]** and shall expire on **[DN - End Date]** unless it is terminated earlier in accordance with the following terms:-

- By either party at any time by serving upon the other not less than one calendar month notice in writing.
- By the agreement of both parties in writing.
- By immediate effect in writing if either party commits a breach of any term of this Grant Agreement.

9. AMENDMENTS

9.1 Any amendment or variation to this Grant Agreement must be in writing and duly executed by both Parties.

AGREEMENT BY BOTH PARTIES

Signed on behalf of **[DN - Insert Name of Grant Recipient]**.

Signed

Print Name.....

Position.....

Date

Signed on behalf of the Council.

Signed

Print Name.....

Position.....

Department.....

Date

[DN - Send two signed copies of this Grant Agreement to the Council. The Council will then sign the Grant Agreement. The Council will retain one copy and the other will be returned to you for your records].

APPENDIX A – DELIVERY OFFICER/GRANT MANAGER

Delivery Officer Name: [DN- Insert name of Delivery Officer]

Delivery Officer Contact Information: [DN- Insert contact information]

Grant Manager Name: [DN - Insert name of Grant Manager]

Grant Manager Contact Information: [DN - Insert contact information]

APPENDIX B – PAYMENT AND MILESTONE SCHEDULE

Payment/Milestone Date	Milestone Amount £	Milestone
(DN – insert dd/mm/yyyy)	0.00	[DN - insert detailed description of each milestone to be reached during the Grant Period adding lines as required]

[DN - in some cases it may be appropriate to pay an instalment of the Grant to the Grant Recipient prior to any expenditure being incurred in the delivery of the Project and in such circumstances the Grant Agreement can facilitate a payment by the inclusion of a Milestone 0 (i.e. a Milestone without a substantive outcome, payable on execution of the Grant Agreement). Such circumstances should be considered an exception and should be approved in advance by an Authorised Officer.

APPENDIX C – PROJECT DESCRIPTION

[DN - Describe the activity, project or type of work being funded by the Grant Agreement and the specific outcomes required].

APPENDIX C – Data Protection Schedule

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i> <i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>