



City of
BRADFORD
METROPOLITAN DISTRICT COUNCIL

Dated [DN: INSERT DATE] 2025

- (1) City of Bradford Metropolitan District Council
- (2) [Insert Company/Organisation Name]

Grant Agreement

[DN: THIS DOCUMENT IS AN AGREEMENT WHICH IS LEGALLY ENFORCEABLE AND WILL ENABLE THE COUNCIL TO ENFORCE THE TERMS OF THE AGREEMENT AGAINST THE GRANT RECIPIENT SHOULD IT NEED TO. IF THE VALUE OF THE GRANT EXCEEDS THE RELEVANT PROCUREMENT THRESHOLD IN FORCE AT THE TIME IT IS A CONTRACT TO WHICH THE PROCUREMENT REGULATIONS WILL APPLY AND THE COUNCIL'S PROCUREMENT PROCESSES SHOULD BE FOLLOWED. YOU SHOULD ALSO NOTE THAT CERTAIN OBLIGATIONS APPLY TO PROCURABLE CONTRACTS WHICH ARE BELOW THE PROCUREMENT THRESHOLDS. THE PROCESS FOR SELECTING A GRANT RECIPIENT SHOULD THEREFORE FOLLOW THESE REQUIREMENTS IF APPLICABLE. ADDITIONALLY, THERE MAY BE SUBSIDY CONTROL IMPLICATIONS INHERENT IN A GRANT BY THE COUNCIL TO AN UNDERTAKING. BOTH OF THESE ISSUES SHOULD BE CONSIDERED BEFORE A GRANT IS MADE AND SPECIFIC LEGAL ADVICE SHOULD BE TAKEN IF NECESSARY.]

PRIOR TO ISSUING THIS DOCUMENT, ALL DRAFTING NOTES (STARTING "[DN:]") SHOULD BE REMOVED FROM THIS DOCUMENT AND ALL SQUARE BRACKETED SECTIONS SHOULD BE COMPLETED AND SQUARE BRACKETS REMOVED (SAVE FOR THOSE WHICH ARE LEFT BLANK TO BE AGREED BETWEEN THE PARTIES, OR COMPLETED BY BIDDERS AS PART OF A TENDER RESPONSE).]

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Date:

Parties:

- (1) City of Bradford Metropolitan District Council of City Hall, Bradford, BD1 1HY (the "Council")
- (2) [DN: INSERT COMPANY NAME], a company incorporated in England and Wales with company number XXXXX of [INSERT COMPANY REGISTERED ADDRESS] the "Recipient")

Introduction

- A The Council has identified the Recipient's Project as a project which it will support under the terms of the [DN: SET OUT DETAILS OF RELEVANT GRANT SCHEME].
- B The Council has therefore agreed to make the Grant to the Recipient to enable it to carry out the Project.
- C This grant agreement (the " Agreement " or "Grant Agreement") sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- D The Recipient is required to comply with these terms and conditions in order to ensure that the Grant is used for the purpose for which it was awarded and no other purpose.

Agreed terms

1 Definitions

- 1.1 In this Grant Agreement the following terms shall have the following meanings:

Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Commencement Date	[DN: INSERT DATE];
Confidential Information	any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and contractors of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Legislation;
Council's Representative	the individual who has been nominated to represent the Council for the purposes of this Grant Agreement in accordance with clause 28.1;

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;
Grant	the sum of £[DN: INSERT TOTAL AMOUNT OF GRANT] to be paid to the Recipient in accordance with this Grant Agreement;
Grant Period	the period for which the Grant is awarded starting on the Commencement Date and ending on [DN: INSERT DATE];
Intellectual Property Rights	all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;
Know-How	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Recipient or the Council is bound to comply;
Losses	all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses);
Parties	the Recipient and the Council and Party shall be construed accordingly;

Prohibited Act

- (a) offering or giving or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done, or refrained from doing any action in relation the obtaining of execution of the agreement or any other Grant Agreement with the Council;
- (b) showing, or forbearing to show, favour or disfavour to any person in relation to any person in relation to this Council or any other agreement with the Council or if any like acts shall have been done by any person employed by the Recipient, or acting on the Recipient's behalf (whether with or without the knowledge of the Recipient);
- (c) in relation to any Grant Agreement with the Council the Recipient, or any person employed by the Recipient, or acting on the Recipient's behalf commits any offence under the Bribery Act 2010 or any amendment to it;
- (d) gives any fee or reward the receipt of which is an offence under section 117 (2) of the Local Government Act 1972;
- (e) The Recipient warrants that it has not paid commission nor agreed to pay any commission to any employee or representative of the Council by the Recipient or on the Recipient's behalf;
- (f) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement or any other Grant Agreement with the Council; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Grant Agreement or any other Grant Agreement with the Council;
- (g) entering into this Grant Agreement or any other grant agreement with the Council in connection with which commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant grant agreement is entered into particulars of any such commission and of the terms and conditions of any such Grant Agreement for the payment thereof have

been disclosed in writing to the Council;

(h) committing any offence:

- (i) under the Bribery Act 2010;
- (ii) under Law creating offences in respect of fraudulent acts; or
- (iii) at common law in respect of fraudulent acts in relation to this Grant Agreement or any other grant agreement with the Council; or
- (iv) defrauding or attempting to defraud or conspiring to defraud the Council; or defrauding or attempting to defraud or conspiring to defraud the Council;

Project	has the meaning set out in Schedule 1 to this Grant Agreement [DN:INSERT DESCRIPTION OF THE SPECIFIC PROJECT IN SCHEDULE 1];
Recipient Personnel	all employees, workers, staff, agents, consultants and any sub-contractor of the Recipient engaged in the provision of the Project at any time;
Recipient's Representative	the individual who has been nominated to represent the Recipient for the purposes of this Grant Agreement in accordance with clause 29.1;
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Request for Information	a request for information or an apparent request for information under the FOIA or the EIR;
Subsidy Control Law	means the subsidy control provisions embodied in Part Two, Title XI, Chapter 3 of the UK-EU Trade and Cooperation Agreement, the relevant World Trade Organisation rules on subsidy control including, without limitation, in the Agreement on Subsidies and Countervailing Measures, the Agreement on Trade-Related Investment Measures, and the General Agreement on Trade in Services and any subsidy control provisions contained in free trade agreements between the UK and other states and the Northern Ireland Protocol and any legislation on subsidy control that may be enacted by the United Kingdom including all related secondary legislation and jurisprudence (including any applicable judgment, court order, statute, statutory instrument, regulation, or decision (insofar as legally binding));

Unlawful Subsidy any financial support measure given in breach of Subsidy Control Law.

2 Interpretation

In this Grant Agreement unless the context otherwise requires:

- 2.1 headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Grant Agreement ;
- 2.2 all references to clauses and Schedules are references to the clauses of and the schedules to this Grant Agreement unless otherwise stated;
- 2.3 the Schedules form part of this Grant Agreement;
- 2.4 all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, documents or other instrument as amended, supplemented, substituted, novated or assigned from time to time;
- 2.5 all references to any statutory provision shall include references to any statute or statutory provisions which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments or other sub-ordinate legislation made under the relevant statute or statutory provision;
- 2.6 words importing the singular include the plural and vice versa;
- 2.7 words importing a gender include all genders;
- 2.8 "person" includes an individual, partnership, forum, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;
- 2.9 the words "include" and "including" are to be construed without limitation and the rule of construction known as ejusdem generis shall not apply to this Grant Agreement;
- 2.10 references to sub-contractors shall be to sub-contractors of any tier;
- 2.11 any obligation on a party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 2.12 subject to any express provisions of this Grant Agreement to the contrary, the obligations of any party are to be performed at that party's own expense.

3 Grant Period

- 3.1 Except where otherwise specified, the terms of this Grant Agreement shall apply from the date of this Grant Agreement until the first anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 3.2 Any obligations under this Grant Agreement that remain unfulfilled following the expiry or termination of the Grant Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

4 Payment of Grant

- 4.1 Subject to clause[s] [4.2] [4.3] and [4.34] the Council shall pay the Grant to the Recipient in accordance with Schedule 2, provided that the necessary funds are available to the Council when payment falls due. The Recipient therefore agrees that payment of the Grant can only be made to the extent that the Council has available funds.
- 4.2 [No Grant shall be paid unless and until the Recipient has provided to the Council evidence of *[DN: SET OUT ANY EVIDENCE WHICH YOU REQUIRE BEFORE THE PAYMENT IS MADE; FOR EXAMPLE, INSURANCE POLICIES; CONSENTS]*].
- 4.3 [No Grant shall be paid unless and until the Recipient has complied with the following conditions:
 - 4.3.1 *[DN: SET OUT ANY CONDITIONS WITH WHICH THE RECIPIENT IS REQUIRED TO COMPLY WITH BEFORE THE GRANT IS PAID]*
- 4.4 Before any Grant is paid, the Council must be satisfied (in its absolute discretion) that such payment will be used for proper expenditure in the delivery of the Project. No Grant shall be paid unless the Council is satisfied that the Project will be delivered in accordance with the terms of this Grant Agreement.
- 4.5 The Council shall not be obliged to increase the amount of the Grant in any circumstances, including the event of overspend by the Recipient in the delivery of the Project.
- 4.6 The Grant shall be paid into an ordinary business bank account of the Recipient and must at all times be able to be clearly identified and auditable as Grant funds held separate to the Recipient's other funds. [All cheques from the bank account must be signed by at least two individual representatives of the Recipient.]
- 4.7 [The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.]
- 4.8 The Recipient acknowledges and agrees that it shall repay to the Council any money incorrectly paid to it by the Council for any reason, including (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all

conditions attaching to the Grant have been complied with by the Recipient. Any such repayment shall be made by the Recipient within 10 working days of its becoming aware of the incorrect payment.

- 4.9 Following the final payment of the Grant under this agreement, the Council shall not be obliged to provide any additional funding to the Recipient for any purpose.

5 Purpose of Grant

- 5.1 The Grant is made by the Council to the Recipient for the purposes of delivering the Project in accordance with the terms and conditions of this Grant agreement.
- 5.2 The Recipient shall not use the Grant for any purpose other than the Project without the prior written agreement of the Council.
- 5.3 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.

6 Withholding, Suspending and Repayment of Grant

- 6.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 6.1.1 the Recipient uses the Grant for purposes other than those for which they have been awarded;
- 6.1.2 the delivery of the Project does not start within [x][months][weeks] of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- 6.1.3 the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- 6.1.4 the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- 6.1.5 the Recipient obtains duplicate funding from a third party for the Project;
- 6.1.6 the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- 6.1.7 the Recipient provides the Council with any materially misleading or inaccurate information;
- 6.1.8 [the Recipient has failed to comply with any of its obligations under this Grant Agreement which is not capable of remedy OR **[DN: INCLUDE ANY OTHER ADDITIONAL OBLIGATION PLACED ON THE RECIPIENT UNDER THIS GRANT AGREEMENT WHICH, IF**

BREACHED, THE COUNCIL WOULD LIKE TO BE ABLE TO REQUIRE REPAYMENT OF THE GRANT]]

- 6.1.9 the Recipient commits or committed a Prohibited Act;
- 6.1.10 the Recipient, or any Recipient Personnel has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- 6.1.11 the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 6.1.12 the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 6.1.13 the Recipient fails to comply with any of the terms and conditions set out in this Grant Agreement which is capable of remedy and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
- 6.1.14 the Parties are unable to resolve a Dispute between them in accordance with clause 27 (Dispute Resolution).
- 6.2 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Grant Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

7 Recipient Responsibilities

- 7.1 The Grant shall be used by the Recipient for the delivery of the Project, as described at Schedule 1 (the “**Project**”). The Recipient shall not use the Grant to:
 - 7.1.1 make any payment to members of the Recipient;
 - 7.1.2 [pay for any expenditure commitments of the Recipient entered into before the Commencement Date]; or
 - 7.1.3 [spend any part of the Grant on the delivery of the Project after the end of the Grant Period]; or
 - 7.1.4 apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Grant Agreement.

7.1.5 *[DN: SET OUT ANY OTHER PROHIBITIONS ON THE USE OF THE GRANT]*

unless this has first been approved in writing by the Council.

7.2 The recipient shall:

7.2.1 Repay any part of the grant which is not required by the Recipient for the purposes of the Project to the Council.

7.2.2 *[Pay for and manage any liabilities arising at the end of the Project, which shall include any redundancy liabilities in respect of staff employed by the Recipient for the purposes of the Project]*

7.2.3 *[DN: SET OUT ANY OTHER CONDITIONS WHICH THE RECIPIENT IS OBLIGED TO COMPLY WITH AS A CONDITION OF THE GRANT, TO THE EXTENT THAT THESE ARE NOT ALREADY COVERED BY THE GRANT AGREEMENT]*

7.3 Any costs and liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient.

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

7.5 The Recipient is required to consult with the Council [in the event that a change is proposed to any of the following] OR [in the following circumstances]:

7.5.1 *[DN: SET OUT ANY ISSUES UPON WHICH THE COUNCIL WOULD LIKE TO BE CONSULTED]*

8 Law and Subsidy Control

8.1 The Recipient must comply and secure compliance with this Grant Agreement and the Recipient hereby warrants that it shall not act or omit to act in any way that may cause the Recipient or the Council to breach any legislation or regulations.

8.2 Further to clause 8.1 the Recipient acknowledges that the Project must comply with applicable Law relating to its application.

8.3 The Recipient agrees to ensure that the use of the Grant complies with the rules governing Subsidy Control and at the request of the Council shall provide written evidence that no Unlawful Subsidy have been awarded.

8.4 If the provision of Grant constitutes Unlawful Subsidy then the Council shall be entitled to recover from the Recipient the amount of such Unlawful Subsidy together with such interest as it is required by any Law to recover and the Recipient must pay such amount(s) within ten (10) Working Days of the Council requesting repayment.

9 Recipient Warranties and Undertakings

9.1 The Recipient warrants and represents to the Council that on the date hereof:

- 9.1.1 it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;
- 9.1.2 it has the corporate power to enter into and to exercise its rights and perform its obligations under this Grant Agreement;
- 9.1.3 it shall at all times comply with all relevant Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such Law, codes or recommendations;
- 9.1.4 following receipt of the Grant it will have all necessary resources and expertise to deliver the Project;
- 9.1.5 it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Grant Agreement; and
- 9.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 9.1.7 all relevant financial and other information concerning the Recipient has been disclosed to the Council and is to the best of the Recipient's knowledge and belief is true and accurate;

- 9.1.8 since the date of its last accounts there has been no material change in its financial position or prospects.
 - 9.1.9 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
 - 9.1.10 all action necessary on the part of the Recipient to authorise the execution of and the performance of its obligations under this Grant Agreement has been taken or;
 - 9.1.11 the obligations expressed to be assumed by the Recipient under this Grant Agreement are legal, valid, binding and enforceable to the extent permitted by Law and is in the proper form for enforcement in England;
 - 9.1.12 it has not committed, and will not commit, and shall procure that the Recipient Personnel have not committed and shall not commit any Prohibited Act;
 - 9.1.13 it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - 9.1.14 the execution, delivery and performance by it of this Project does not contravene any provision of:
 - (a) any existing Law either in force, or enacted but not yet in force binding on the Recipient;
 - (b) the Memorandum and Articles of Association of the Recipient;
 - (c) any order or decree of any court or arbitrator which is binding on the Recipient; or
 - (d) any obligation which is binding upon the Recipient or upon any of its assets or revenues;
 - 9.1.15 no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Recipient, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues; and
 - 9.1.16 it has not paid commission or agreed to pay any commission to any employee, agent, sub-contractor, officer or member of the Council either directly or through another on its behalf; and the Council relies upon such warranties and representations.
- 9.2 The Recipient warrants and undertakes to the Council that for so long as this Grant Agreement remains in full force:

- 9.2.1 it will upon becoming aware that any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator or relevant council may be threatened or pending and immediately after the commencement thereof (or within twenty (20) Business Days of becoming aware the same may be threatened or pending or with twenty (20) Business Days after the commencement thereof where the litigation or arbitration or administrative or adjudication or mediation proceedings is against a sub-contractor) give the Council notice of all such litigation, arbitration, administrative or adjudication or mediation proceedings which would adversely affect, to an extent which is material in the context of the delivery of the Services, the Recipient's ability to perform its obligations under this Grant Agreement;
- 9.2.2 it will not without the prior written consent of the Council (and whether by a single transaction or by a series of transactions whether related or not) sell, transfer, lend or otherwise dispose of the whole or any part of its business or assets which would materially affect the ability of the Recipient to carry out the Project;
- 9.2.3 it will not cease to be resident in the United Kingdom or transfer in whole or in part its undertaking, business or trade outside the United Kingdom;
- 9.3 All warranties, representations, undertakings, indemnities and other obligations made, given or undertaken by the Recipient in this Grant Agreement are cumulative and none shall be given a limited construction by reference to any other.

10 Termination

The Council may terminate this Grant Agreement and any Grant payments immediately on giving the Recipient written notice should it be required to do so by financial restraints or for any other reason.

11 Insurance

- 11.1 The Recipient shall take out and maintain with a reputable insurance underwriter or companies a policy or policies of insurance which are adequate to cover its liability under the terms of the Grant Agreement; and any other insurances required in order to comply with the Law for the duration of the Grant Period. These insurances must be effective in each case not later than the date on which the relevant risk commences.
- 11.2 The insurances referred to in this clause 11 shall include but not be limited to the following, in each case for any one occurrence or series of occurrences arising out of one event:
 - 11.2.1 Professional Indemnity Insurance to the value of £2m
 - 11.2.2 Employers' Liability Insurance to the value of £5m
 - 11.2.3 Public Liability Insurance to the value of £10m

- 11.3 The Recipient shall provide to the Council on request, copies of all insurance policies referred to in this clause 11 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 11.4 The Recipient shall not take any action or fail to take any reasonable action, or permit anything to occur, which would entitle any insurer to refuse to pay any claim under any insurance policy referred to in clause 11.

12 Limitation on liability

- 12.1 Neither Party excludes or limits liability to the other Party for:
 - 12.1.1 death or personal injury;
 - 12.1.2 fraud; or
 - 12.1.3 fraudulent misrepresentation.
- 12.2 The Recipient shall indemnify and hold harmless the Council, 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 Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Grant Agreement or its obligations to third parties.
- 12.3 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.
- 12.4 Subject to clause 12.1, the Council's liability under this Grant Agreement is limited to the amount of the Grant.

13 IPR

- 13.1 All Intellectual Property Rights
 - 13.1.1 owned by the Council before the Commencement Date or developed by the Council during the Grant Period shall remain the property of the Council; and
 - 13.1.2 owned by the Recipient before the Commencement Date shall remain the property of the Recipient.
 - 13.1.3 developed or created by the Recipient during the Grant Period that relate to the Project shall belong to the Council.
- 13.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo) the Recipient shall cease to use such Intellectual Property Rights immediately upon termination of this Grant Agreement and shall either return or destroy such Intellectual Property Rights as requested by the Council.

- 13.3 The Recipient acknowledges and agrees that all rights, titles and interests in or to any information, documents, procedures, technology, Know-How, reports or any other Intellectual Property Rights developed or created by the Recipient during the Grant Period shall belong to the Council.

14 Freedom of Information and confidentiality

- 14.1 Subject to clause 14.2 below, each party shall during the Grant Period of this Grant Agreement keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it by the other party as a result of this Grant Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Grant Agreement or save as expressly authorised in writing.

- 14.2 Nothing in this clause 14.2 shall prevent either party from disclosing Confidential Information where:

14.2.1 it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, to its professional advisors or insurers.

14.2.2 at the time of disclosure the information which is disclosed is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Grant Agreement by the receiving party;

14.2.3 the information is already known to the receiving party at the time (as evidenced by the written records of the receiving party) of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

14.2.4 at any time after the date of this Grant Agreement the information is acquired by the receiving party from a third party having the right to disclose at the same time to the receiving party without breach of the obligations owed by that party to the disclosing party.

- 14.3 The Recipient acknowledges that the Council is subject to the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Impact Regulations 2004 (“**EIR**”) and the Recipient notes and acknowledges the FOIA, the EIR and the Local Government Transparency Code (“**Codes of Practice**”) under section 45 and 46 of the FOIA. The Recipient will act in accordance with the FOIA, the EIR and these Codes of Practice (and any other applicable codes of practice or guidance notified to the Recipient from time to time) to the extent that they apply to the Recipient’s obligations under this Grant Agreement.

- 14.4 The Recipient agrees that:

14.4.1 without prejudice to the generality of clause 14.3, the provisions of this clause 14.4 are subject to the obligations and commitments of the Council under the FOIA and the Codes of Practice issued under section 45 and 46 of the FOIA.

14.4.2 where it considers that any information should not be available for disclosure, it will:

- (a) identify it specifically; and
- (b) explain the grounds for exemption from disclosure and the time period applicable to that sensitivity.

14.5 All decisions regarding disclosure of information following a Request For Information will be made at the sole discretion of the Council. The Recipient acknowledges that, even where the Recipient has indicated that information is commercially sensitive, the Council may be required to disclose it under the FOIA or EIA, with or without consulting the Recipient and although the Council will use reasonable endeavours to consult with the Recipient prior to any disclosure, the Council shall not be under any further obligation to consult the Recipient prior to disclosure.

14.6 The Recipient shall transfer to the Council any Request for Information it should receive, as soon as practicable after receipt and in any event within five (5) Business Days of receiving a Request for Information.

14.7 Where the Council is managing a request as referred to in clause 14.6 the Recipient shall co-operate with the Council and shall respond together with copies of any documentation so requested within five (5) Business Days of any request by it for assistance.

15 Data Protection Legislation

The Recipient must comply at all times with the Data Protection Legislation and shall not perform its obligations under this Grant Agreement in such a way as to cause the Council to breach any of its applicable obligations under the 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.

16 Bribery and Fraud

16.1 The Recipient represents and warrants that neither it, nor to the best of its knowledge any Recipient Personnel, have at any time prior to the Commencement Date:

16.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act;

16.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or grant agreements on the grounds of a Prohibited Act.

16.2 The Recipient shall not during the term of this Grant Agreement:

16.2.1 commit a Prohibited Act; and/or

- 16.2.2 do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 16.3 The Recipient shall during the term of this Grant Agreement:
 - 16.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - 16.3.2 keep appropriate records of its compliance with its obligations under clause 16.3.1 and make such records available to the Council on request.
- 16.4 The Recipient shall immediately notify the Council in writing if it becomes aware of any breach of clause 16.1 and/or 16.2, or has reason to believe that it has or any of the Recipient Personnel have:
 - 16.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - 16.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - 16.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Grant Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Grant Agreement has committed or attempted to commit a Prohibited Act.
- 16.5 If the Recipient makes a notification to the Council pursuant to clause 16.4, the Recipient shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to review any documents, records and/or any other relevant documentation in accordance with clause 22.4
- 16.6 If the Recipient is in breach of clauses 16.3.1 and/or 16.2, the Council may by notice:
 - 16.6.1 require the Recipient to remove from performance of this Grant Agreement any Staff whose acts or omissions have caused the breach; or
 - 16.6.2 immediately terminate this Grant Agreement.
- 16.7 Any notice served by the Council under clause 16.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Grant Agreement shall terminate).

17 Discrimination

- 17.1 The Recipient acknowledges the Council's obligations under equality Law and agrees to perform its obligations under this Grant Agreement, and agrees to procure that any Recipient Personnel shall perform their obligations in relation to the Project with regard to:
- 17.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - 17.1.2 the Council's equality and diversity policy as updated from time to time; and
 - 17.1.3 the Equality and Human Rights Commission's Code of Practice in Employment as updated from time to time;
 - 17.1.4 Any other relevant statutory code of practice in relation to equalities legislation or and prevention of discrimination in the workplace.
 - 17.1.5 any other requirements and instructions which the Council imposes in connection with any equality obligations imposed on the Council at any time under applicable equality Law or under the Council's own policies or rules; and
- 17.2 The Recipient shall take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 17.3 The Recipient shall provide to the Council such information as the Council may require within 10 days of receipt of a request from the Council.
- 17.4 In the event that the Recipient or any Recipient Personnel does or omits to do, or permits or allows anything to be done which is incompatible with equality Law which causes or may cause the Council to be in breach of its obligations under equality Law the Recipient shall immediately notify the Council in writing and the Council may terminate this Grant Agreement immediately upon notice and require repayment of the Grant in accordance with clause 6.1.8.

18 Human rights

- 18.1 The Recipient shall, and shall procure that the Recipient Personnel shall at all times comply with the provisions of the Human Rights Act 1998 (the "HRA 1998") in the performance of the Project.
- 18.2 The Recipient shall undertake or refrain from undertaking, and shall procure that the Recipient Personnel shall undertake or refrain from undertaking, such acts as the Council requests in order to enable the Council to comply with its obligations under the HRA 1998.
- 18.3 In the event that the Recipient or any Recipient Personnel does or omits to do, or permits or allows anything to be done which is incompatible with the

provisions of the HRA 1998 which causes or may cause the Council to be in breach of its obligations under the HRA 1998 the Recipient shall immediately notify the Council in writing and the Council may terminate this Grant Agreement immediately upon notice and require repayment of the Grant in accordance with clause 6.1.8.

- 18.4 The Recipient shall indemnify the Council against any loss or liability (including any interest, penalties or costs incurred) which arises as a result of a breach by the Recipient of its obligations under this clause 18.

19 Conflict of interest

- 19.1 The Recipient acknowledges and agrees that no Conflict of Interest exists between the Recipient and or any Recipient sub-contractor and the Council at the date stated on the face of this Grant Agreement. In the event that the Recipient becomes aware of a Conflict of Interest between its own interests or those of a Recipient sub-contractor and the Council, it shall notify the Council of the full details of any such Conflict of Interest immediately.
- 19.2 The Council reserves the right to terminate this agreement immediately by notice in writing and/or take such steps as it shall deem necessary should it become aware of a Conflict of Interest between itself and the Recipient or a Recipient sub-contractor.

20 Assignment/novation

- 20.1 The Recipient shall not assign, novate, or otherwise transfer its rights and obligations under this Grant Agreement in whole or in part except with the prior written consent of the Council.

21 Monitoring and Reporting

- 21.1 The Recipient shall:
- 21.1.1 monitor the delivery and success of the Project throughout the Grant Period to ensure the aims and objectives of the Project are being met and that the Recipient is complying with the terms and conditions of this Grant Agreement.
 - 21.1.2 provide the Council with a financial report (which must include evidence that the Fund is being maintained as required by this Grant Agreement) and an operational report on its use of the Grant and delivery of the Project [every month] and in such formats as the Council may reasonably require. The operational report shall contain the information set out at Schedule 3 *[DN: SET OUT IN SCHEDULE Schedule 3 ANY INFORMATION WHICH THE RECIPIENT IS REQUIRED TO PROVIDE IN ITS OPERATIONAL REPORTS]*. The Recipient shall provide the Council with each report within [x] days of the last day of the month to which it relates.
 - 21.1.3 on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Grant Agreement.

- 21.1.4 provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed and if the Project has not been successfully and properly completed the final report shall explain why.
- 21.2 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 21.3 The Council may monitor the performance of the Project by the Recipient and the Recipient shall co-operate with the Council in carrying out such monitoring as the Council considers necessary at no additional cost to the Council.
- 21.4 The Recipient acknowledges and agrees it shall permit the Council (and any person authorised by the Council) reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 21.5 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its absolute discretion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

22 Accounts and Records

- 22.1 The Recipient shall:
 - 22.1.1 keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
 - 22.1.2 Maintain detailed records relating to the performance of its obligations under this Grant Agreement;
 - 22.1.3 provide such access as the Council may reasonably require for its representatives to visit any place where the records are held and examine the records maintained under this clause 22;
- 22.2 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 22.3 The Recipient shall keep all relevant documents in relation to its expenditure of the Grant, including without limitation invoices, receipts, and accounts and any other relevant documents for a period of at least six (6) years following receipt of any Grant monies to which they relate.
- 22.4 Following a request by the Council, the Recipient shall permit the Council to review the Recipient's accounts and records that relate to the expenditure of the Grant and the Council shall have the right to take copies of such accounts and records.

- 22.5 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.
- 22.6 The Recipient must provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

23 Assistance in legal proceedings

- 23.1 The Recipient shall, when reasonably requested to do so by the Council, provide all information that is relevant to the performance of its obligations under this Recipient to the Council free of charge in connection with any actual or expected legal proceedings in which the Council is or may be involved or any relevant internal disciplinary hearing at the Council.
- 23.2 The Recipient shall ensure that its servants, employees, agents, sub-contractors, professional advisors and consultants are available to be interviewed in connection with or to give evidence in relation to such proceedings or hearings.
- 23.3 In circumstances where:
- 23.3.1 it is reported that a Loss (incurred by any person or body) has either been caused by or has been contributed to by an act or omission on the part of the Recipient; and
- 23.3.2 the Council decides to, in light of such finding, make a payment to or provide some other benefit to such person or body;
- then the Recipient shall either reimburse the Council the amount of any such payment or pay to the Council the reasonable cost of any such benefit as is applicable and proportionate to the act or omission of the Recipient. The Recipient may also deduct any such amounts from any payment otherwise due to the Recipient under this Grant Agreement.

24 Council's obligations/fettering discretion

- 24.1 Save as otherwise expressly provided, the obligations of the Council under this Grant Agreement are obligations of the Council in its capacity as a contracting counterparty and nothing in this Grant Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under this Council (howsoever arising) on the part of the Council to the Recipient.

25 Canvassing

The Recipient warrants that, up until the date of this Grant Agreement, it has not directly or indirectly canvassed any member, official or employee of the Council or their advisers in relation to this Grant Agreement or its subject matter.

26 Public Relations and Publicity

- 26.1 The Recipient shall not make any announcement (including advertisements) or publish any document or make any communication whether written or oral in relation to the Grant or the Council in any way without obtaining the prior approval of the Council.
- 26.2 [The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any public communications about the Project. [Such acknowledgements shall include the name and logo of the Council (or any future name or logo adopted by the Council) using the logos as provided by the Council to the recipient from time to time.]]
- 26.3 [In using the Council's name and logo, the Recipient must comply with any brand guidelines provided by the Council from time to time;]
- 26.4 The Council may from time to time request that the Recipient shall participate in and co-operate with promotional activities relating to the Project organised or instigated by the Council and the Recipient shall comply with such requests.
- 26.5 The Council may acknowledge the Recipient's involvement in the Project without prior notice.
- 26.6 The Recipient shall assist the Council in any promotional or fundraising activities the Council shall choose to undertake in relation to the Project, including (without limitation) providing reports, statistics, case studies and photographs and facilitating visits, the costs of which shall be [borne by the Recipient] **OR** [shall be borne by the Council] **OR** [shall be shared equally between the Parties].
- 26.7 The Recipient shall ensure that Recipient Personnel, professional advisors and consultants comply with the provisions of this clause 266.
- 26.8 In circumstances where an announcement is required by Law, any governmental or regulatory Council, or by any court or other competent Council, the Recipient shall notify the Council as soon as is reasonably practicable in accordance with the provisions of this Grant Agreement. The Recipient shall use reasonable endeavours to agree the content of the announcement with the Council before making it.
- 26.9 The provisions of this clause 266 shall apply throughout the duration of this Grant Agreement and indefinitely beyond either its expiry or termination.

27 Dispute resolution

- 27.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute (a "**Dispute**") between them arising out of or in connection with the Grant Agreement within ten (10) Business Days of either Party notifying the other of the dispute.
- 27.2 In the event that the Dispute cannot be resolved within in ten(10) Business Days of notification being provided the Parties shall escalate the dispute to the Finance Director/Chief Executive of the Council and the [Managing Director/Chief Executive] (or equivalent) of the Recipient.

- 27.3 In the event that the parties cannot reach agreement in relation to a Dispute following the procedure set out at clauses 27.1 and 27.2 the Council shall be entitled to terminate this agreement immediately by notice in writing to the Recipient and the Grant shall be repaid to the Council by the Recipient.

28 Council's Representative

- 28.1 The Council will appoint an individual who will act as the Council's Representative and who shall be responsible for the following matters:

[DN: INSERT MATTERS WHICH WILL BE THE RESPONSIBILITY OF THE COUNCIL'S REPRESENTATIVE]

29 Recipient's Representative

- 29.1 The Recipient will appoint an individual who will act as the Recipient's Representative and who shall be responsible for the following matters:

[DN: INSERT MATTERS WHICH WILL BE THE RESPONSIBILITY OF THE RECIPIENT'S REPRESENTATIVE]

30 Notices

- 30.1 A notice (or any other communication) from one party to the other under or in connection with this Grant Agreement shall be:

30.1.1 in writing;

30.1.2 signed on behalf of the Party giving it;

30.1.3 marked for the attention of the Council's Representative; or

30.1.4 marked for the attention of *[DN: INSERT NAME OF RECIPIENT PARTY WHO WILL BE RESPONSIBLE FOR THE MANAGEMENT OF THE GRANT]*

30.1.5 sent by a delivery method listed in clause 30.2

- 30.2 The table below sets out the delivery methods by which a notice (or any other communication) in connection with this Grant Agreement may be sent as well as the corresponding dates and times of deemed delivery that shall apply:

Delivery Method	Deemed Delivery
By hand	On signature of a delivery receipt.
By pre-paid first class post, recorded delivery or other next Business Day delivery service	At 09:00 on the second Business Day after posting.
By fax	At the point of transmission or, if transmitted outside of Business Hours, at 09:00 on the next Business Day.
By document exchange (DX)	At 09:00 on the second Business Day after

	being put into the DX.
By electronic mail	Save for when returned as undelivered, either at the time of sending or, if transmitted outside of Business Hours, at 09:00 on the next Business Day.

30.3 All references to the time of deemed delivery is to local time in the place of deemed receipt.

30.4 This clause shall not apply to the service of proceedings or any other document in connection with any legal action or, if applicable, in connection with any other method of dispute resolution.

31 Survival of termination

31.1 On termination or expiry of this Grant Agreement, the following clauses shall continue in force: clause 7; clause **Error! Reference source not found.**; clause **Error! Reference source not found.**; clause 11; clause 12; clause 13; clause 14; clause 15; clause 17; clause 18; clause 23; clause 26;

32 Severability

32.1 If any term, condition or provision of this Grant Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of or any other documents referred to in this Grant Agreement.

33 No Agency

33.1 Nothing in this Grant Agreement shall be construed as creating a partnership or as a contract of employment between the Council and the Recipient.

33.2 Save as expressly provided otherwise in this Grant Agreement, the Recipient shall not be, or be deemed to be, an agent of the Council and the Recipient shall not hold itself out as having authority or power to bind the Council in any way.

33.3 Without limitation to its actual knowledge, the Recipient shall for all purposes of this Grant Agreement, be deemed to have such knowledge in respect of the Project as is held (or ought reasonably to be held) by any Recipient Personnel.

34 Waiver

34.1 A waiver of any right or remedy either by Law or under this Grant Agreement shall only be effective if it is notified to the other party in accordance with clause 30 and is expressly stated to be a waiver.

34.2 No waiver of any right or remedy arising from a breach of this Grant Agreement shall be deemed to be a waiver of any right or remedy relating to any subsequent breach of this Grant Agreement.

- 34.3 Any failure or delay by a party to exercise any right or remedy either by law or under this Grant Agreement shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy either by law or under this Grant Agreement shall prevent or restrict the further exercise of that or any other right or remedy.

35 Third Party Rights

- 35.1 This Grant Agreement does not and is not intended to confer any contractual benefit or any person pursuant to the terms of the Contracts (rights of Third Parties Act 1999. Counterparts
- 35.2 This Grant Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.
- 35.3 No single counterpart shall be effective until each Party has executed and delivered at least one counterpart.

36 Variation

All additions, amendments and/or variations to this Grant Agreement must be annexed to this Grant Agreement and be in writing and shall only be binding if signed or initialled by the Representatives of the Council and the Recipient.

37 Entire Agreement

- 37.1 This Grant Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters.
- 37.2 The Recipient acknowledges and agrees that in entering into this Grant Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Grant Agreement.
- 37.3 Nothing in this clause 38 shall operate to exclude any liability for fraud.

This Grant Agreement has been entered into on the date stated at the beginning of it.

Signed by **[NAME OF AUTHORISED
OFFICER]**

for and on behalf of **CITY OF
BRADFORD METROPOLITAN
DISTRICT COUNCIL**

.....

Signature of Authorised Officer

Signed by **[NAME OF DIRECTOR]**
for and on behalf of **[Insert**

.....

Company Name]

Director

Schedule 1 - The Project

[DN: INSERT DESCRIPTION OF THE PROJECT. THE COUNCIL SHOULD TAKE CARE TO ENSURE THAT ITS DESCRIPTION OF THE PROJECT CLEARLY IDENTIFIES ANY KEY DELIVERABLES THAT THE COUNCIL EXPECTS THE RECIPIENT TO MEET. THE DESCRIPTION SHOULD ALLOW THE COUNCIL TO MEASURE WHETHER THE RECIPIENT HAS MET THE COUNCIL'S REQUIREMENTS, SO IT MAY ASSIST THE COUNCIL TO USE THE "SMART" METHODOLOGY WHEN SETTING OUT ITS REQUIREMENTS. THE COUNCIL SHOULD NOTE THAT THE DESCRIPTION OF THE PROJECT FORMS PART OF THE CONTRACTUAL DOCUMENTS, AND THEREFORE THE COUNCIL MAY NEED TO RELY ON IT IN CASE OF A DISPUTE. THE COUNCIL SHOULD THEREFORE ENSURE THAT IT WOULD BE CLEAR TO SOMEONE WITH NO KNOWLEDGE OF THE PROJECT EXACTLY WHAT THE COUNCIL EXPECTS THE GRANT RECIPIENT TO DO. THE GUIDANCE BELOW MAY ASSIST]

Is the description clear?	Anyone should be able to understand exactly what the Council's requirements are without any background knowledge of the project. You should ensure that the language used is clear, precise and unequivocal. It is not necessary to use 'contractual' language unless this would assist with understanding what the Council's requirements are, for example where a particular term has a very specific meaning. If you will be including any background or supporting information about the Project or the Council's overall objectives, that can be included here.
Is it clear what outcomes, processes and outputs the Council is expecting the Recipient to produce?	If the Council requires the grant recipient to achieve a particular outcome, use a particular process or produce a particular result or output, this should be clearly specified in the description, in a way which will allow the Council to measure whether that requirement has been met.
Do the Council's requirements tie in with the performance regime in the grant agreement?	Clause 6 of the Grant Agreement allows the Council to withhold, suspend or require repayment of the grant in certain circumstances. The Council will need to ensure that the project description clearly sets out what the Council's requirements are in relation to the issues which are covered in the performance regime, in a measurable way so that it can be clear about when the performance regime comes into force. For example, clause 6.1 allows the Council to require repayment of the Grant if it is used for a purpose other than those set out in the Grant Agreement, so the specification must clearly set out what purposes the Grant may be used for and any purposes that the Council does not wish it

	to be used for (although these should be referred to as being a “non-exhaustive” list) to avoid the impression that those are the only things that the Council does not wish the grant to be used for.
<u>Are the requirements SMART?</u>	<u>SMART means that the requirements are:</u> Specific - they set out clearly and unambiguously what the particular requirements are; Measurable - allows the Council to understand whether the particular requirement has been met, by setting out time scales and frequencies where this is appropriate; Achievable -it must be possible for the Recipient to meet the Council’s requirements; Realistic - Where the Council sets a particular target (for example, project delivery by [x] date) it must be a realistic aim; Timely - do the target dates and reporting requirements (if appropriate) fit in with the rest of the Grant Agreement and the council’s requirements for the project?

Schedule 2 - Payment of the Grant

[DN: SET OUT HOW THE GRANT WILL BE PAID]

[1/4rly in advance payments commencing on 01 September 2015 into (insert bank details of Recipient bank)]

Schedule 3 - Reporting Obligations

[DN: SET OUT ANY OBLIGATIONS IN RELATION TO THE PROVISION OF REPORTS THAT THE COUNCIL WANTS TO INCLUDE]

Schedule 4 Data Protection Schedule

[Set out any GDPR obligations - see guidance on Bradnet]

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>