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	Freedom of Information Act Publication Scheme
Protective Marking	Official
Publication Scheme Y/N	Yes
Title	Grant Agreement between the Mayor's Office for Policing and Crime and Croydon Commitment 2024-2025
Version	V0.1
Summary	Agreement for a Community Outreach grant to produce bespoke events that would include online insight sessions, football matches and face to face events grant Jan 2024 – Mar 2025
(B)OCU or Unit, Directorate	Finance Services
Author	Income Team
Review Date	01 April 2025
Date Issued	11 December 2024

Agreement

The Mayor's Office for Policing and Crime

and

Croydon Commitment

For the provision of a Meet the MET

Dated

April 26, 2024

FRONT SHEET FOR GRANT AGREEMENT

This agreement is made the

Between:

- (1) **Mayor's Office for Policing and Crime** of 169 Union Street, London SE1 0LL (the **Authority**); and
- (2) **Croydon Commitment**, Kings Parade, Lower Coombe Street, Croydon CR0 1AA (**the Recipient**).

each a Party, together the Parties.

Background:

- (A) The Authority wishes to provide a grant to the Recipient to assist with the cost of the Funded Activities.
- (B) The Recipient has agreed that the grant will be made subject to the terms of this Agreement (comprising this Front Sheet and the attached Terms and Conditions). The Authority considers that the grant will secure or contribute to securing the reduction of crime and disorder in the Metropolitan Police District.

Funded Activities

Between 1st March 2024 ("**Start Date**") and 31st March 2025 ("**End Date**"), the Authority has agreed to provide a Grant in the amount of £16,000 (the "**Maximum Grant**") to the Recipient. The purpose of the Grant shall be used to produce bespoke events that would include online insight sessions, football matches and face to face events, which will support outreach (the "**Funded Activities**"). The Recipient shall be permitted to use the Grant monies to pay for Meet the Met as per Annex A ("**Eligible Expenditure**").

Grant Payment Profile:

One off payment of £16,000

Signed on behalf of Croydon Commitment

(REDACTED)

Authorised signatory _____

Signed on behalf of the Mayor's Office for Policing and Crime

(REDACTED)

Authorised signatory

Annex A

To complete areas in pink with the grantee on a quarterly basis

Organisation name	Name: Croydon Commitment		
Organisation contact	Name:		
Outreach Leads			
Outreach Leads			
Dates document was last updated			8th March 202
Delivery from and to:	March 2024 - February 2025		
Quarter 1 (March/April/May 2024) monitoring meeting date:	Monthly Meetings will be automatically scheduled via MS Teams		
Quarter 1 monitoring meeting complete:			
Quarter 2 (June/July/August 2024) monitoring meeting date:	Monthly Meetings will be automatically scheduled via MS Teams		
Quarter 2 monitoring meeting complete:			
Quarter 3 (Sept/Oct/Nov 2024) monitoring meeting date:	Monthly Meetings will be automatically scheduled via MS Teams		
Quarter 3 monitoring meeting complete:			
Quarter 4 (Dec/Jan/Feb 2025) monitoring meeting date:	Monthly Meetings will be automatically scheduled via MS Teams		
Quarter 4 monitoring meeting complete:			
Final report due: March 2025			
Final report complete:			

Project milestones (could be avg. one every month)					
	What - e.g. Project start date, cohort, events, promotion, capacity building	Expected completion date	Actual completion date	Up date	RAG
Milestone 1	Croydon Commitment to produce advance project plan with a breakdown of how each milestone will be achieved with mapped dates, times and venue details and required Outreach support in preparation for commencement of project.	30/04/2024			
Milestone 2	Croydon Commitment to organise one (1) 'Women in MICE' event which brings together local, formal focus organisations such as Women's Aid, Black Women, Social Purpose 360 and Project 8 etc... for conversation & B2B work. * Croydon Commitment to facilitate venue and refreshment to support local live engagement and discussion and invite local residents to attend. * Croydon Commitment to produce detailed feedback reports measuring the success of the workshops and the impact of Outreach (Leads to assist with areas of focus).	30/05/2024			
Milestone 3	Croydon Commitment to organise one (1) 'Meet the Met' event which brings together local organisations such as Croydon BME Forum, Legacy Youth Zone, Ahmad Iyem Muslim Community etc... A power evening to create a relaxed atmosphere. * Croydon Commitment to facilitate venue and refreshment to support local live engagement and discussion and invite local residents to attend. * Croydon Commitment to produce detailed feedback reports measuring the success of the workshops and the impact of Outreach (Leads to assist with areas of focus).	31/05/2024			
Milestone 4	Croydon Commitment to deliver four (4) Inclusion Confidence & Resilience workshops/seasons quarterly. * The workshops should have a focus on linking together Outreach resident Officers, other social retailers and support services to educate and provide advice/training opportunities for year 12 (6th Form). * There should be a particular focus on protecting the workshops to local residents from underrepresented backgrounds as the MPS is committed to diversifying its workforce for years.	30/09/2024 and 28/02/2025			
Milestone 5	Black History Month - (1) potential event in partnership with Wayne MYAE * Croydon Commitment to use links with local Community Leaders to introduce Outreach/SRBCU Officers and support 'Behind the Badge' sessions with the aim of allowing residents to get to know police Officers behind the uniform.	31/10/2024			
Milestone 6	Croydon Commitment to organise one (1) 'Team Talk' where the Met can get involved in mentoring/supporting a local project or guideline target (youth) group who can be expected to do some voluntary work to improve their employment prospects and applications to the Met Academy Centre or similar.	30/11/2024			
Milestone 7	Croydon Commitment to organise one (1) Outreach themed activity whereby Outreach Officers can positively engage with residents to promote recruitment opportunities locally.	31/12/2024			
Milestone 8	* Croydon Commitment to promote activity locally for National Apprenticeship Week (Feb) and National Careers Week (March) and offer opportunities for Outreach Officers to engage and provide insight in to MPS career pathways.	31/03/2025			
Milestone 9	Local media - Webinars/Program/Press/PR/TKTair to drive engagement, highlight partnership work with the Met and attract potential recruits tagging @met_connected.				Not a goal set on d project
Milestone 10	* Croydon Commitment to ensure regular contact and promotion of activity is sent directly to Outreach Leads who will share with Community Fund Partner 'Naked Truth' for continued awareness of all partnership work on @met_connected.				Not a goal set on d project

Capacity building support					
	What support is required e.g. officers at events, information	Date of Request	Request completion	Up date	RAG
Support 1	We can offer Officer/Staff support at your event provided that sufficient notice is given. If you require this, please contact your Outreach Leads as soon as possible. We usually require 4 weeks notice due to rotations in shift patterns but will always try to be flexible to accommodate.				
Support 2	If you have ideas around creating media content i.e. Videos, Flyers, posters, Interviews etc... that showcase the partnership work with the MPS, that you would like to share via social media, this will require authorisation before being uploaded or disseminated to the public. Please contact				
Support 3	For any queries/complaints related directly to this project, please speak with your Outreach Leads who will be able to support and advise you further. Our details are shown at the top of this document and you have two points of contact for accessibility and availability.				
Support 4					
Support 5					
Support 6					
Support 7					
Support 8					
Support 9					
Support 10					

Terms and Conditions for Provision of Grant

1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"Agreement" means the agreement between the Authority and the Recipient for provision of the Grant, comprising these Terms and Conditions and the Front Sheet;

"Authority" means the Mayor's Office for Policing and Crime of 169 Union Street, London SE1 0LL (the **Authority**); and

"Authority Contact Officer" means the person appointed as such pursuant to clause 20.1;

"Confirmation Certificate" means the certificate to be completed by the Recipient in accordance with Clauses 5.1, 5.3 and 7.1 in the form set out as Schedule 1 to these Terms and Conditions;

"Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006;

"Data Protection Legislation" means the Data Protection Act 2018 which includes the General Data Protection Regulations 2016;

"Eligible Expenditure" means the expenditure for which Grant monies may be used as set out on the Front Sheet excluding the items listed in clause 6;

"Expiry Date" means the date specified as such on the Front Sheet;

"FOI Legislation" means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation;

"Financial Year" means the twelve month period falling between 1 April and 31 March inclusive;

"Funded Activities" means the activities described on the Front Sheet;

"Funding Period" means the Financial Year(s) and part Financial Year(s) between the Start Date and Expiry Date;

"Grant" means the grant funding that the Authority has agreed to pay to the Recipient in respect of the Funded Activities as specified on the Front Sheet;

"Grant Payment Profile" means the details as set out on the Front Sheet and as may be updated by the parties from time to time in accordance with

clause 7.4;

"Prohibited Act" means:

(1) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:

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

(b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;

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

(c) committing any offence:

(d) under the Bribery Act;

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

(f) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or

(g) defrauding or attempting to defraud or conspiring to defraud the Authority.

"Purpose" means the purpose of performing the Funded Activities and any other specific purpose(s) identified on the Front Sheet;

"Recipient" means the party identified as such on the Front Sheet;

"Recipient Contact Officer" means the person appointed as such pursuant to clause 20.1;

"Start Date" means the date specified as such on the Front Sheet;

"Terms and Conditions" means these terms and conditions; and

"TUPE Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or superseded from

time to time.

United Kingdom will be paid the London Living Wage, to the extent permitted by law, in accordance with the policy of the Living Wage Foundation of Citizens UK (Charity No 1107264).

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.2 any reference to the singular shall include the plural and vice versa;
- 1.2.3 references to any party to this Agreement include its successors-in-title and permitted assignees;
- 1.2.4 any reference to "written" or "writing" includes faxes (but not email) or other transitory forms;
- 1.2.5 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3.2 The Recipient shall and shall procure that any Recipient Employee is not employed improperly using exploitative or unlawful employment conditions including the inappropriate use of zero hours contracts for low paid or low skilled roles.

3.3 Where applicable and for the avoidance of doubt, it is the belief of both the Authority and the Recipient that the TUPE Regulations do not apply to transfer the employment contracts of any Recipient Employee to the Authority on the Start Date or at any time thereafter.

3.4 If, contrary to clause 3.3, any Recipient Employee alleges that his/her employment has transferred to the Authority and/or if any Recipient Employee's employment does transfer to the Authority pursuant to the TUPE Regulations on the Start Date, or at any time thereafter, the Recipient shall indemnify the Authority and keep the Authority indemnified from and against all and any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding and any legal or professional fees and expenses on an indemnity basis that the Authority may suffer or incur arising out of or in relation to:

2. Grant offer

2.1 Subject to the terms and conditions set out in this Agreement, the Authority offers to pay the Grant to the Recipient as a contribution towards Eligible Expenditure.

2.2 The Recipient acknowledges that the Authority agrees to provide Grant funding only up to the maximum amount of Grant specified on the Front Sheet, for the Funding Period and for the Purpose.

2.3 The Recipient shall procure that the Grant shall be used solely to meet Eligible Expenditure for the purpose of delivering the Funded Activities.

2.4 The Recipient shall perform the Funded Activities in accordance with the information specified on the Front Sheet and using all reasonable care, skill and diligence.

2.5 The Recipient shall not make any significant change to the Funded Activities.

3. Personnel

3.1 The Recipient shall and shall procure that any individual employed by the Recipient or any sub-contractor or agent engaged by the Recipient or any individual (a "Recipient Employee") based in the

3.4.1 the Employment Emoluments in relation to any such Recipient Employee for up to six (6) months following such transfer;

3.4.2 the employment or termination of employment of any such Recipient Employee, including any Redundancy Costs (save that the Recipient shall not be responsible for liability arising through any failure of the Authority to follow a fair termination or redundancy process); and

3.4.3 the employment of any such Recipient Employee up to and including the date of transfer.

4. Amount of Grant

4.1 The Parties agree that the Grant to be paid by the Authority pursuant to this Agreement shall represent a contribution towards Eligible Expenditure (which include expenses) properly incurred by the Recipient in performing the Funded Activities.

4.2 No sums other than those identified on the Front Sheet are payable by the Authority to the Recipient under this Agreement.

5. Payment of Grant

5.1 In support of any payment of Grant, the Recipient shall provide the Authority with the following documents:

5.1.1 a completed Confirmation Certificate; and

5.1.2 such other supporting documentation as the Authority may reasonably specify that evidences the expenditure on Eligible Expenditure.

5.2 The Recipient shall provide such additional information and documentation as the Authority may reasonably request to assist the Authority with its assessment of whether Funded Activities have been completed in accordance with the requirements of this Agreement.

5.3 The Authority may normally agree to pay Grant monies in advance in circumstances where it is necessary to do so to enable the Funded Activities to progress. If the Authority agrees to pay Grant monies in staged payments, then in order to claim instalments of Grant the Recipient must submit a Confirmation Certificate together with evidence demonstrating that Grant monies paid under the previous instalment of Grant have been used for the purposes of Eligible Expenditure.

5.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

6. Eligible Expenditure

6.1 Eligible Expenditure does not include and the Recipient shall not be entitled to claim any Grant funding in respect of:

6.1.1 any expenditure of a party political or exclusively religious nature;

6.1.2 any recoverable VAT incurred;

6.1.3 any expenditure on works or activities which the Recipient or any other person has a statutory duty to undertake;

6.1.4 any liability arising out of negligence on the part of the Recipient or any of its officers, employees or sub-contractors;

6.1.5 any interest on debt;

6.1.6 any costs incurred in relation to the Funded Activities prior to the date of this Agreement.

6.2 For the avoidance of doubt, the Grant will only be payable in respect of Eligible Expenditure that is incurred by the Recipient and that is not the subject of any funding received from any co-funder or other third party.

7. Managing the Grant

7.1 At the end of the Funding Period the Recipient shall submit to the Authority a Confirmation Certificate. The Recipient shall ensure that Confirmation Certificates submitted to the Authority pursuant to this Clause 7.1:

7.1.1 are signed by the Recipient's Treasurer, Chief Finance Officer or equivalent;

7.1.2 contain a detailed breakdown of expenditure by reference to the Grant Payment Profile for the previous Financial Year; and

7.1.3 are accompanied by a statement detailing the outcomes accomplished by virtue of completion of the Funded Activities.

7.2 The Recipient shall, as soon as reasonably practicable, report to the Authority any variations on the forecasted spending on the Funded Activity.

7.3 The Recipient shall promptly 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 Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

7.4 If the timing of completion of any of the Funded Activities changes, the Recipient shall notify the Authority as soon as reasonably practicable of the reasons for the changes and the new anticipated dates for completion. If the proposed new dates for completion of Funded Activities are acceptable to the Authority, the parties shall update the Grant Payment Profile accordingly. If the Authority reasonably considers that the changes to the dates for completion of the Funded Activities places at risk the Recipient's ability to complete the Funded Activities or frustrates the objectives of this Agreement, the Authority shall be entitled to terminate this Agreement immediately upon written notice.

7.5 The Recipient shall procure that its Treasurer, Chief Finance Officer, or equivalent shall ensure that:

7.5.1 appropriate professional arrangements are put in place for the

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9.2 The Authority shall endeavour, but is not obliged, to provide due notice of the intent to conduct an audit pursuant to Clause 9.1.

management of the Grant and the reporting of expenditure; and

7.5.2 where the Grant is wholly meeting the cost of a specific project the Grant is accounted for and monitored separately from the Recipient's other funding streams.

9.3 The Recipient shall ensure that this Grant falls within the scope of audit as part of the Recipient's annual internal audit programme. The Recipient shall ensure that the Grant is not separately identifiable in any public accounts or financial reporting issued by the Recipient.

7.6 The Authority may ask the Recipient to clarify information provided to it in respect of this Agreement. If so, the Recipient shall comply with any reasonable request.

10. **Compliance with applicable law**

8. **Records to be kept**

10.1 The Recipient shall ensure that in carrying out the Funded Activities and performing its obligations under this Agreement, the Recipient shall comply with all applicable laws and regulations.

8.1 The Recipient shall:

10.2 The Recipient shall ensure that no act or omission by itself, its permitted sub-contractors and/or agents acting in connection with this Agreement causes the Authority to be in breach of any applicable laws or regulations.

8.1.1 maintain and operate effective monitoring and financial management systems; and

8.1.2 keep a record of expenditure funded partly or wholly by the Grant, and retain all accounting records relating to this for a period of at least six years after the end of the Funding Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds and any other relevant documentation, whether in written or electronic form.

11. **Value for money**

11.1 The Recipient shall demonstrate, if required, to the satisfaction of the Authority that it has:

11.1.1 provided best value for money; and

11.1.2 acted in a fair, open and non-discriminatory manner,

9. **Audit and inspection**

9.1 The Recipient shall, as and when required by such inspecting/auditing parties, permit any officer or officers of the Authority, external auditing bodies (e.g. the National Audit Office, the Audit Commission or appointed third party auditors for the Authority) or their nominees to:

in relation to the procurement of goods and services which are procured using Grant monies and in relation to goods and services which the Recipient itself is responsible for delivering in connection with the Funded Activities. The Authority reserves the right to withhold all or any payments of the Grant to the extent it believes the associated goods and/or services do not provide best value for money. The Recipient shall be given reasonable opportunity to provide additional information and submissions to demonstrate that the Recipient has complied with this Clause 11.

9.1.1 visit its premises and/or otherwise inspect any of its equipment and activities (including any assets funded under the terms of this Agreement);

9.1.2 have access to Recipient personnel for any purpose including ensuring any reasonable security concerns of the Recipient are met; and/or

9.1.3 examine and take copies of the Recipient's books of account and such other documents or records,

11.2 In procuring any goods or services using Grant monies, the Recipient shall, subject to the terms of this Agreement, ensure that it follows open and competitive procurement procedures.

12. **Withholding and repayment of grant**

12.1 Subject to Clause 12.3, if the Recipient fails to comply with any of the terms and conditions set out in this Agreement, or if any of the events mentioned in Clause 12.2 occur, then the Authority may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid. The Authority shall not unreasonably withhold payment or unreasonably demand repayment from the Recipient. The Recipient shall repay any amount

which may reasonably relate to the use of the Grant and/or compliance with the terms of this Agreement (including as may be relevant to an assessment of the economy, efficiency and effectiveness with which the Grant has been used). All such audit assistance shall be provided at no charge to the Authority, the external auditing bodies or their nominees.

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required to be repaid under this Clause within 30 days of receiving the demand for repayment.

12.2.9 the Authority is unable to provide the Grant funding due to an internal policy decision or due to funding cuts.

12.2 The events referred to in Clause 12.1 are as follows:

12.2.1 any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers it to be material;

12.2.2 the Recipient takes what the Authority considers to be inadequate measures to investigate and resolve any reported irregularity;

12.2.3 the Authority reasonably considers that there has been unsatisfactory progress towards completion of the Funded Activities or that there has been a material, adverse change in respect of the nature, expenditure, timing or any other aspect of the Funded Activities or in any of the factors on which the decision to award the Grant was based (including the status of the Recipient); or

12.2.4 the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial;

12.2.5 the Recipient is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator;

12.2.6 a decision is made by UK Government or by the European Commission and/or an obligation arises under any applicable law which requires that the Grant should be varied, withheld, reduced, cancelled or recovered;

12.2.7 the Authority reasonably considers that payment of the Grant or any part of it would be in breach of state aid rules;

12.2.8 this Agreement is terminated by the Authority under Clause 7.4 or 20.3;

12.3 If the Grant is withdrawn by the Authority under Clause 12.2.9, the Authority shall not require repayment of any Grant monies paid to the Recipient prior to the date of withdrawal.

13. Insurance

13.1 The Recipient shall ensure at all times it maintains adequate insurance cover (including but not limited to public liability insurance) with regard to liabilities and losses that may arise in connection with the Funded Activities and shall provide evidence of such insurance to the Authority on request.

14. Liability

14.1 The Authority does not guarantee or underwrite the performance of any goods or materials purchased using Grant monies.

14.2 The Recipient shall indemnify and keep indemnified the Authority, its officers and employees from and against all claims, costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities made against, suffered, or incurred by any of them and arising out of or in connection with the Recipient's activities in connection with the Grant or the Funded Activities, save to the extent that any such claims, costs, expenses, losses, damages or other liabilities were caused by the negligence of the Authority.

14.3 Subject to clause 14.2, the Authority's liability under this Agreement is limited to the payment of the Grant.

15. Intellectual Property Rights

15.1 The Authority and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Authority or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

15.2 Where the Authority has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Authority.

16. Confidentiality

16.1 The Recipient shall safeguard and keep confidential any and all confidential information that it may acquire in relation to the business or affairs of the Authority. The Recipient shall not use or disclose the Authority's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under this Agreement. The Recipient shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this Clause 16.

16.2 The obligations on the Recipient set out in Clause 14 shall not apply to any information to the extent that such information:

16.2.1 is publicly available or becomes publicly available through no act or omission of that party;

16.2.2 is required to be disclosed by law.

16.3 The provisions of this Clause 16 shall survive any termination of this Agreement

17. Freedom of Information

17.1 Each party shall provide all reasonable assistance to the other to enable the other to comply with any request received by it under the FOI Legislation.

17.2 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether information is exempt from disclosure in accordance with the provisions of the FOI Legislation.

17.3 Where the Recipient is not an authority for the purposes of the FOI Legislation, in no event shall the Recipient respond directly to a Request for Information unless expressly authorised to do so by the Authority.

18. Data Protection

18.1 The Parties agree to fully comply with all relevant Data Protection Legislation but also acknowledge and agree that no processing of personal data (as defined in relevant data protection legislation) is to take place in furtherance of this Contract unless and until the parties have complied with the provisions of the clause 19.2 below.

18.2 Notwithstanding the above, in the event either Party becomes aware of any need for or believes that data processing (as defined in relevant data protection legislation) is to occur by either Party that Party shall notify the other with immediate effect and the Parties shall ensure that no processing of personal data

takes place until sufficient data processing clauses (as determined by the Authority) are in place (whether by variation to this Agreement or by way of separate data processing agreement) between the Parties.

19. Transparency Agenda

19.1 The Recipient acknowledges that the Authority may disclose payments made against this Agreement of value £500.00 and above, in accordance with the Government's transparency agenda. However, no information shall be disclosed if such disclosure would be in breach of the Data Protection Act or is exempted from disclosure under the Freedom of Information Act.

19.2 In circumstances where the Authority may be required to disclose details of payments made under this Grant pursuant to the Government's transparency agenda, the Authority will use all reasonable endeavours to notify the Recipient in advance of any such required disclosure.

20. Prevention of Corruption

20.1 Each party warrants that this Agreement has not been obtained or entered into as result of an offence committed under section 1, 2 or 6 of the Bribery Act 2010 and where appropriate section 117(2) of the Local Government Act 1972.

20.2 Each party shall:

20.2.1 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 2010; and

20.2.2 not enter into this Agreement or any other agreement with the other party in connection with which commission has been paid or agreed to be paid by it or on its behalf or to its knowledge, unless before the agreement is made particulars of any such commission and the terms and conditions of any agreement for the payment thereof have been disclosed in writing.

20.3 Any breach of this Clause by a party or anyone employed by it acting on its behalf (whether with or without the knowledge of the relevant party) or the commission of any offence by a party or by anyone employed by it or acting on its behalf under the Bribery Act 2010, in relation to this or any other agreement with the other party shall entitle the other party to terminate this Agreement and recover from the breaching party any losses associated with such termination.

21. Warranties

- 21.1** The Recipient warrants, undertakes and agrees that
- 22.1.1 it has all necessary resources, approvals, powers and expertise to deliver the Funded Activities (assuming due receipt of the Grant);
 - 22.1.2 it has not committed, nor shall it commit, any Prohibited Act;
 - 22.1.3 it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority immediately of any significant departure from such legislation, codes or recommendations;
 - 22.1.4 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;
 - 22.1.5 it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 22.1.6 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 22.1.7 all financial and other information concerning the Recipient which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;
 - 22.1.8 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;
 - 22.1.9 it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might reasonably have influenced the decision of the Authority to make the Grant on the terms contained in this Agreement; and

22.1 since the date of its last accounts there has

22. Governance

- been no material change in its
- 22.2 The Authority shall appoint the Authority Contact Officer to represent the Authority as follows:
 - 22.2.1 in respect of day to day all matters relating to this Agreement; and
 - 22.2.2 to liaise with the Recipient Contact Officer.
- 22.3 The Recipient shall appoint the Recipient Contact Officer to represent the Recipient as follows:
 - 22.3.1 in respect of all day to day matters relating to this Agreement; and
 - 22.3.2 to liaise with the Authority Contact Officer.
- 22.4 The Authority Contact Officer shall be responsible for all financial matters relating to the payment of the Grant, including the resolution of any related disputes.

23. Dispute Resolution

- 23.1 Any dispute arising out of or in respect of this Agreement shall be referred for resolution to the Authority Contact Officer and the Recipient Contact Officer.
- 23.2 Any dispute unresolved within twenty (20) Business Days of referral shall be referred to each parties Treasurer, Chief Finance Officer or equivalent.

24. Termination

- 24.1 The Authority may terminate this Agreement and any Grant payments on giving the Recipient [three months'] written notice should it be required to do so by financial restraints or for any other reason.

25. General

- 25.1 This Agreement shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of this Agreement.
- 25.2 No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.
- 25.3 If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed

severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect.

- 25.4 This Agreement is personal to the Recipient and the Recipient shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Authority.
- 25.5 Unless expressly stated in this Agreement, nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 25.6 This Agreement shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submits.
- 25.7 This Agreement may be entered into by any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one single agreement between the parties.
- 25.8 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter

Schedule 1

Confirmation Certificate

Third Party Organisation:		
Period From:	To:	
Total Grant:		
	Revenue (£)	Capital (£)

(a) Available Grant this period

(b) Actual expenditure in period

(c) Grant amount claimed this period (not to exceed (a))

(d) Remaining Grant/overspend(-) [a-c]

Performance Report

Please detail in the table below outcomes/outcomes accomplished by virtue of completion of the Funded Activities.

As a minimum, this must include,

- A summary of the outcomes realised from the funded activities

Confirmation Statement by Recipient:

The Recipient hereby provides confirmation that (a) the Recipient has taken all reasonable steps to ensure that it obtains value for money in connection with all items procured using Grant monies and b) the information provided in this report is accurate and complete in all material respects.

To be completed by Recipient Contact Officer

Organisation:

Signature:

Name:

Date:

Position:

To be completed by Treasurer, Chief Finance Officer or equivalent (if different to above)

Signature:	
Name:	
Date:	
Position:	