GRANT AGREEMENT

between

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

[INSERT NAME OF RECIPIENT]

[INSERT SCHEME TITLE]

FOR THE PERIOD [DD MM YYYY] TO [DD MM YYYY]

HOME OFFICE
[INSERT UNIT NAME]
2 Marsham Street
London SW1P 4DF

CONTENTS PAGE 1
GLOSSARY OF TERMS 4
HOME OFFICE GRANT TERMS AND CONDITIONS 6
Introduction 6
Definitions and Interpretations 7
Grant Offer 13
Grant Amount 14
Timing of the Grant 14
Managing the Grant 15
Records to be kept 17
Eligible Expenditure and Limitations of Funding Use 17
Eligible Expenditure 17
Limitations of Funding Use 20
Audit and Inspection 21
Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant 22
Conflict of interest and fraud, financial or other irregularities 24
Procurement procedures 25
Insurance coverage 27
Indemnity 27
Intellectual Property Rights and Branding 28
Social Value Requirements 28
Breach of Grant Conditions 29
Funding Period and Termination including Consequences 31
Amendments to the Grant Agreement 33
Confidentiality 34
Data Protection, Data Sharing, Information Acts, Publicity and Transparency 34
Notices 36
Contract (Rights of Third Parties) Act 1999 37
Dispute Resolution 37
Governing Law 38
ACCEPTANCE OF GRANT 39
SCHEDULE 1 – THE PURPOSE 40
The Scheme 40
Background 40
Key Deliverables 41
Key Roles and Responsibilities 41
Indicative Expenditure Breakdown 42
SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE 43

Indicative Payment Schedule for delivering the Purpose 43
SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS 44
Key Performance Indicators (KPIs) 44
Reporting 45
Progress Reporting 46
Strategic Reporting 47
Ad Hoc Reporting 47
Annual Review 48
Risk, Controls and Assurance 48
SCHEDULE 4 – PROGRAMME CLOSURE PLANNING 50
SCHEDULE 5 – DATA SHARING AND GDPR 52
SCHEDULE 6 – AID DIVERSION 57
ANNEX A 57
Grant Claim Form 58
ANNEX B 62
Outturn Statement (April 20XX to March 20XX) 62
ANNEX C – 64
Authorised Representatives 64
ANNEX D 66
Delivery Proposal 66
ANNEX E 66
Further Limitations of Funding Use and Ineligible Expenditure 68
ANNEX F 70
Change Control Record 70
Grant Variation Notice (Template) 71
ANNEX G 72
Grant Funding Letter 72
ANNEX H 73
Clarification Question Response Log 73
ANNEX I 74
New or Changing Bank Account Details 74

GLOSSARY OF TERMS

Advocate – means a person who provides practical and emotional support to help a claimant navigate the Windrush Compensation Scheme application process, whilst ensuring that the claimant remains in control of all decisions.

Adjudicator's Office – refers to the Office of the Independent Adjudicator who undertakes a Tier 2 review of a Windrush Compensation Scheme decision where a claimant requests one.

Acceptance - refers to when an offer of compensation has been made to a claimant by the Windrush Compensation Scheme, and the claimant decides to accept this.

Caseworker – refers to the caseworker a claim will be allocated to in the Windrush Compensation Scheme. They will consider the claim against the Scheme rules and policy and make a full and final decision.

Claim Form – means the claim form to be completed in order to submit a claim to the Windrush Compensation Scheme.

Claim Response Form – means the response form to be completed in order to accept or request a review of a Windrush Compensation Scheme decision.

Claimant – means an individual who has submitted a claim to the Windrush Compensation Scheme.

Eligible - Eligible claimants are customers who may apply to claim compensation under the Windrush Compensation Scheme, as per Section 2 of the Windrush Compensation Scheme Rules (published October 2023). Being eligible to apply for the Scheme does not automatically mean a person will be entitled to compensation under the Scheme.

Live Running Team - The Live Running Team (LRT), based within the Home Office, plays a critical role in ensuring the successful delivery of the Windrush Compensation Advocacy Support Fund. The LRT works collaboratively with successful organisations awarded funding and will provide clear direction. Their responsibilities include monitoring progress, addressing issues as they arise, and providing oversight to maintain compliance with agreed objectives and timelines. They are also responsible for issuing payments and taking any performance management where appropriate.

Mobilisation Plan - A mobilisation plan outlines all the activities an organisation must complete to be fully prepared to deliver Advocacy support directly to potential claimants. It represents the preparation phase required to ensure the project can start successfully. This mobilisation period should not exceed six weeks from grant agreement signature. After this period, we expect funded organisations to be actively supporting potential claimants.

MOVEit Transfer Application - A secure managed file transfer solution that enables organisations to exchange files and data safely over standard protocols. It provides encryption, access controls, and audit logging to ensure confidentiality, integrity, and compliance with regulatory requirements.

Pop-up hub – A pop-up hub is an event hosted by an organisation to raise awareness of its services as Advocates for the Windrush Compensation Scheme. The hub provides an opportunity to raise awareness of your organisation (outside of your immediate locality) and that you offer a WCASF service and to engage with potential claimants, offering guidance and conducting initial eligibility assessments to support the claims process.

Review – refers to when a decision has been made by the Windrush Compensation Scheme and the claimant is unhappy with this and asks for the Home Office to reconsider their decision.

Representative – means a person who has been authorised to act on behalf of a claimant in relation to their Windrush Compensation Scheme claim.

Progress Reports - means the reports that must be submitted to the Authority including, but not limited to, financial information, details of activities and achievements and the numbers of individuals being supported. This includes any other information as reasonably requested by the Authority.

Tier 1 reviewer – refers to the Home Office caseworker a claim will be allocated to in the Windrush Compensation Scheme to undertake a review of the original decision. They will consider the claim against the Scheme rules and policy and make a Tier 1 review decision

Unique Reference Number – means the number given to each organisation to enable the Authority to identify and track claims submitted by Advocates to the Windrush Compensation Scheme.

Viable – means the minimum amount of information required for a claim submitted to the Windrush Compensation Scheme be registered.

Warm Handover Call – means the three-way handover call between the claimant, the Advocate and the caseworker, to be completed once the claim has been allocated to a caseworker.

Windrush Compensation Scheme (WCS) - In April 2019, following a consultation period, the government launched the Windrush Compensation Scheme. This Scheme provides financial support to individuals who incurred losses due to difficulties proving their legal immigration status in the UK. The Scheme is not limited to those who came from the Caribbean.

HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on **DD MMM YYY** [*insert date of signature*]

Between:

(1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Windrush Compensation Scheme whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

AND

(2) The [insert name] whose principal address is at [insert address, incl. Companies House or Charity Commission registration number where available], (the "**Recipient**").

IN RELATION TO THE PURPOSE:

Scheme Name: Windrush Compensation Advocacy Support Fund

Scheme Reference: 547

Scheme Description: The Windrush Compensation Advocacy Support Fund will fund organisations to offer advocacy and support to members of the Windrush communities. Advocates will understand the individuals' culture and background and will support them to articulate their story with the aim of submitting a viable and eligible claim to the Windrush Compensation Scheme and provide support with accepting or reviewing a decision where required. Advocates will also provide practical support with information and evidence gathering and sign posting, if required. Further information on the scheme is fully detailed in Schedule 1 (the "**Purpose**").

Introduction

1.1. The Authority is exercising the power conferred to it by Section 1 of the Windrush Compensation Scheme (Expenditure) Act 2020 to make awards of grant funding.

1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Clauses, six (6) Schedules and nine (9) Annexes.

1.3. It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions for between the Authority and the Recipient to deliver the Windrush Compensation Advocacy Support Fund.

1.4. The Fund will positively impact on potential claimants to the Windrush Compensation Scheme across England, Scotland, Wales and Northern Ireland. Resultantly, the Recipient and its Delivery Partners must be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate. For example, where the Purpose is delivered in Wales,

whether wholly or partially, it must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

Definitions and Interpretations

1.5. In this Grant Agreement:

"**Advance of Need**" means a payment made ahead of the relevant expenditure being identified;

"**Annex**" means the annexes attached to this Grant Agreement;

"**Asset**" means any Tangible Asset or Intangible Asset which cost more than Capitalisation Threshold;

"**Authorised Representatives**" means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

"**Background IPRs**" means any pre-existing Intellectual Property Rights (IPRs) vested in or licensed to either Party prior to the award of this Grant Agreement and/or created by either Party independently of the Purpose and/or without the Grant;

A "**Beneficiary**" means potential claimants to the Windrush Compensation Scheme who receive funded support from Advocates to submit a viable and eligible claim, or support in accepting or reviewing a decision and submitting the relevant paperwork and evidence.

"**Branding Manual**" means the HM Government of the United Kingdom of Great Britain and Northern Ireland's Branding Manual 'Funded by UK Government'[1] first published by the Cabinet Office in November 2022, including any subsequent updates from time-to-time;

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

A "**Calendar Day**" means any calendar day, Sunday through Saturday inclusive;

"**Capitalisation Threshold**" means the minimum value for expenditure inclusive of irrecoverable VAT which meets the criteria of an Asset for expenditure to be capitalised in accordance with the Recipient's financial policy;

"**Change of Control**" means the sale of all or substantially all the assets of a Party; any change to a Recipient's constitution, legal form or membership structure; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

[1] https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/

"**Civil Society**" (as defined in the Civil Society Strategy) means individuals and organisations when they act with the primary purpose of creating social value, independent of state control. By social value we mean enriched lives and a fairer society for all;

"**Civil Society Strategy**" means the strategy that sets out how government will work with and support civil society in the years to come, so that together we can build a country that works for everyone;

"**Clause**" means the clauses in these Terms and Conditions which form part of this Grant Agreement;

"**Commencement Date**" means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being the DD MMM YYYY;

"**Commercially Sensitive Information**" means information of a commercially sensitive nature that may cause the Recipient significant commercial disadvantage or material financial loss relating to the (a) pricing of the Grant Agreement, (b) Recipient's IPRs, and (c) Recipient's own business and investment plans;

A "**Critical Incident**" means any incident where the outcome or consequence of that incident is likely to result in serious harm to any individual; or significant community impact; or significant impact on public confidence in the Authority, including the provision of the Purpose;

"**Crown Body**" (or "**Crown**") means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies from time-to-time carrying out functions on its behalf;

"**Data Incident**" means any circumstance which results in the loss, theft or inappropriate disclosure of information obtained as a result of pursuing the Purpose to a Third Party whether by accident or intention;

"**Data Protection Legislation**" means (i) the UK GDPR, (ii) the Data Protection Act 2018 ('DPA 2018') to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law about the processing of Personal Data and privacy, and (iv) (to the extent that it applies) the EU GDPR;

"**Delivery Partner**" means any Third Party, who is not a Beneficiary, whether an organisation or an individual, working with the Recipient, and remunerated by the Recipient from the Grant, to deliver the Purpose;

"**Delivery Proposal**" means the Recipient's proposal at Annex D for achieving the Authority's objectives as described in Schedule 1;

"**Disposal**" means the disposal, sale, or transfer of an Asset or any interest in any Asset and includes any contract for disposal;

"**Domestic Successor**" means, as the context requires, either:

(a) a body that takes over the functions of the European Commission in the United Kingdom following its withdrawal from the European Union; or

(b) the relevant court in England which takes over the functions of the Court of Justice of the European Union in England following its withdrawal from the European Union;

"**Duplicate Funding**" means funding received by the Recipient from a Third Party (including a Crown Body) which is intended to be used to deliver the Purpose, and which has not been declared to the Authority. Alternate sources of funding where declared and accepted as Supplementary Funding will not be considered Duplicate Funding but instead Match Funding so long as the Recipient can demonstrate what additionality (sustainability; volumes; scope; geography etc) this enables the Purpose to achieve;

"**Eligible Expenditure**" means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

"**EU General Data Protection Regulation**" ('**EU GDPR**') means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data as it has effect in EU law;

A "**Finance Officer**" means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority;

A "**Funding Period**" means the period for which the Grant is provided, from the commencement date to 31 Mar 2028.

The "**Grant**" means the money offered by the Authority to the Recipient under the terms of this Grant Agreement to reimburse claims for Eligible Expenditure, the maximum amount (the "**Grant Amount**") of which payable in GBP (£) sterling shall be no more than (insert amount expressed in words(and numerically) [e.g. one pound (£1.00)]).

"**Grant Claim**" means a payment request submitted on the form found at Annex A by the Recipient to the Authority detailing its claim for Eligible Expenditure;

"**Grant Fraud**" means deliberately obtaining grant funding that a person or organisation, whether the Recipient, its Staff, Delivery Partners or Third Party would not be entitled to by making a false declaration or failing to report material changes;

The "**Grant Funding Letter**" means the letter dated [insert date] from the Authority to the Recipient which sets out supplementary information in relation to the Grant, a copy of which is set out in Annex G;

"**Grant Sponsor**" means the individual who has been nominated by the Authority to be the principal point of contact for the Recipient in relation to the Grant Agreement and whose name is recorded in Annex C;

A "**Grant Variation Notice**" means the official communication notifying the Parties and specifying the changes that have been made to the Grant Agreement and recorded at Annex F;

"**In Writing**" means modes of representing or reproducing words in visible form including but not limited to paper correspondence, email, display on screen and electronic transmission;

"**Ineligible Expenditure**" means expenditure which has not been used for purposes compliant with the terms of the Grant Agreement and is not accepted as Eligible Expenditure. Specific exclusions are further detailed in Annex E;

"**Information Acts**" means the Data Protection Legislation, Freedom of Information Act 2000 ('FOIA'), the Environmental Information Regulations 2004 ('EIR') and any subordinate or amended legislation made under these Acts from time to time together with any guidance or codes of practice issued by the relevant government department(s) concerning the legislation;

"**Intangible Asset**" means any asset (either as a single or as a batch) without physical substance but which is identifiable and controlled through custody or legal rights, for example, most commonly (but not limited to) software licences, quotas, patents, copyrights, franchises and trademarks purchased, donated or developed together, which cost more than the Capitalisation Threshold; and has an economic life of twelve (12) Months or more; and is purchased, developed or maintained wholly or partially using the Grant;

"**Intellectual Property Rights**" or "**IPRs**" means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets, and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and any other rights in Commercially Sensitive Information;

"**Law**" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

"**Losses**" means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation,

settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

"**Match Funding**" means any contribution whether cash or in kind offered by, or required of, the Recipient and agreed prior to the signature of the Agreement towards the cost of achieving the Purpose;

A "**Mediator**" means any independent person/body appointed by both Parties to mediate upon any dispute;

A "**Month**" means any calendar month;

An "**Outturn Statement**" means the detailed end of year monitoring report template found at Annex B to be submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A "**Party**" means a signatory to this Grant Agreement;

"**Personal Data**" has the meaning given to it in the Data Protection Legislation;

"**Remedial Action Plan**" means the plan of action submitted by the Recipient to the Authority pursuant to the process set out in Clauses 6.4 to 16.7.

"**Schedule**" means the Schedules attached to this Grant Agreement;

"**Scheme Manager**" means the individual who has been nominated by the Recipient to be the principal point of contact for the Authority in relation to the Grant Agreement and whose name is recorded in Annex C;

"**Social Value**" means the Authority's commitments to delivering Value for Money, environmental and social benefits, Net Zero by 2050, efficient use of resources, greater social inclusion, support for innovation, better risk management and improved supplier relationships. These principles are underpinned by the obligations laid down in in the Social Value Act 2012, the Modern Slavery Act 2015 and the Equality Act 2010;

"**Staff**" means any person employed or engaged by the Recipient and acting in connection with the operation of this Grant Agreement including the Recipient's owners, directors, members, trustees, employees, agents, suppliers, volunteers and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners)

"**State Aid Law"** means the law embodied in Articles 107- 109 of the Treaty on European Union and the Treaty for the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom;

"**Supplementary Funding**" means any contribution not identified at the point of signature that is subsequently offered by the Recipient, or by a Third Party to the Recipient, towards fulfilment of the Purpose intended to meet the balance of any expenditure not supported by the Grant and notified to the Authority in accordance with Clause 9.10;

"**Tangible Asset**" means any physical item or group of items, including (but not limited to) land, buildings, plant and equipment, that is purchased, donated or developed together, which cost more than the Capitalisation Threshold; and has an economic life of twelve (12) Months or more; and is purchased, developed or maintained wholly or partially using the Grant;

"**Third Party**" means any party whether person or organisation other than the Authority or the Recipient;

"**UK General Data Protection Regulations**" ('**UK GDPR**') means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (UK GDPR), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

"**UK Subsidy Control Regime"** means the United Kingdom's international commitments and obligations in relation to the award of subsidies;

"**Unspent Monies**" means any of the Grant which remains unspent and uncommitted at the end of a Funding Period or because of termination or breach of these Conditions; for avoidance of doubt Supplementary Funding will neither be considered as Grant or Unspent Monies;

"**Value for Money**" means securing the optimum combination of cost, quality and effectiveness, including relevant Social Value criteria over the whole period of use; it does not mean minimising upfront prices i.e. the lowest or cheapest option; and

A "**Working Day**" means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

1.6. In this Grant Agreement, unless the context otherwise requires:

a. References to the singular include the plural, and vice versa;

b. References to a gender include the other gender and the neuter;

c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body;

d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, sub-clauses, appendices annexes and schedule to this Grant Agreement;

e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement;

f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act;

g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument;

h. the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation"; and

i. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

1.7. Where there is any conflict between the documents that make up this Grant Agreement the conflict shall be resolved in accordance with the following order of precedence:

2.3.1. the Terms and Conditions within this Grant Agreement;

2.3.2. the Grant Funding Letter (Annex G);

2.3.3. the Schedules;

2.3.4. the Annexes (excl. Annex G).

Grant Offer

2.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure incurred from the Commencement Date. The Grant must be paid into a bank located in the UK.

2.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Periods and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

Grant Amount

3.1. The Authority has agreed indicative funding of up to the Grant Amounts; the Grant Amounts will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.

3.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the duration of the Grant Agreement.

3.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.

3.4. The Recipient acknowledges that unless explicitly agreed by the Authority In Writing and in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by local governments or by non-UK governments or by any non-UK local public authority.

Timing of the Grant

4.1. Grant Claims will be paid in accordance with the payment profile detailed in Schedule 2, within thirty (30) Calendar Days of the receipt and agreement of a correctly submitted Annex A and all supporting monitoring information as set out in Schedule 3.

4.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.

4.3. In order for the Grant to be released, the Authority will require the Recipient to:

a. have signed and returned a copy of this Grant Agreement to the Authority, and

b. have provided the appropriate bank details, and

c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.

4.4. Payment will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes.

4.5. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer (see Annex I).

4.6. The Authority is not permitted to pay the Grant in Advance of Need. If the Authority reasonably believes that payment is being made in Advance of Need, it may change the timing and/or the amount of any outstanding Grant payments.

4.7. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Periods.

4.8. Any request for payment relating to activities undertaken after the Funding Periods shall be subject to the specific written approval of the Authority (such approval not to be unreasonably withheld).

Managing the Grant

5.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Scheme Manager.

5.2. The Recipient shall:

a. have a sound administration and audit process, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,

b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and

c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.

5.3. The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams with all payments, both received and disbursed, transacted through a dedicated bank account.

5.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.

5.5. The Recipient may not vire (move) funds between this Grant and other grants made to it.

5.6. The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

5.7. In support of Grant Claims, and in accordance with the monitoring and reporting requirements detailed in Schedule 3, using the template at Annex A the Recipient shall provide the Authority with narrative reports detailing progress against Key Performance Indicators ('KPIs'); these should also include headline financial reconciliations highlighting spend and any significant financial variances, underspend or overspend.

5.8. Where an underspend is identified by the Recipient, the Authority may require that (i) a revised budget toolkit is submitted, and (ii) subsequent payment values noted in Schedule 2 are adjusted accordingly.

5.9. At the end of each Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must:

a. be in the format set out in Annex B, and

b. be signed by a Senior Finance Officer.

5.10. The Authority may ask the Recipient to clarify any information provided to it. If so, the Recipient shall comply with any such request.

5.11. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.

5.12. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant. Any sum, which falls due under this clause 6.12, shall fall due immediately. If the Recipient fails to repay the due sum immediately, or within such timeframe as is otherwise agreed to by the Authority, the sum will be recoverable summarily as a civil debt.

5.13. At the end of each Funding Period, or upon termination howsoever caused, the Recipient shall ensure that all Unspent Monies are returned to the Authority, unless otherwise agreed In Writing by the Authority and at its sole discretion.

5.14. For the purposes of accounting, reconciliation and the repatriation of Unspent Monies at termination or at any other point provided for within this Grant Agreement, the Grant shall consist of:

a. all Grant monies paid to the Recipient,

b. all interest and returns generated from the investment of the Grant;

5.15. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.

5.16. The Recipient must ensure it has in place suitable measures for the orderly management of its business operations following the expiry or termination of this Grant Agreement howsoever caused. It shall prepare (and make available to the Authority) a plan which sets out the provisions required to achieve a controlled closure of the programme in accordance with Schedule 4.

Records to be kept

6.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:

a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Periods. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether In Writing or electronic form, and

b. gifts, both given and received, in connection with the Purpose.

6.2. Where the Recipient is paying Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):

a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,

b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and

c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.

6.3. The Grant may not be used to purchase Assets.

Eligible Expenditure and Limitations of Funding Use

Eligible Expenditure

7.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1 and Annex D, or as approved In Writing by the Authority.

7.2. The following will be classified as Eligible Expenditure if incurred in delivering the Purpose:

Eligible expenditure has been categorised into three sections, each with specific financial limits. Claims must adhere to these limits and can only be submitted under the appropriate section.

a. Advocacy Hours – the vast majority of this award must be allocated to hours spent providing direct advocacy support to potential claimants to the WCS. Eligible expenditure includes:

(i) contribution to salary costs, in whole or as a portion, comprising basic salary, employer pension contribution,

employer National Insurance contributions, in order to provide direct claimant support. Hourly rate work could include; time to listen to the claimant's story, help with the completion of the claim form, acceptance and/or review paperwork, time to gather additional information in support of a claim. This is capped at a maximum of £50 per hour.

1.1 Where hourly rate work is undertaken to help a claimant accept or review a decision, this work is capped at up to a maximum of 10 hours per claimant who returns to you for support. Where a new claimant approaches you for support at the acceptance and review stage, no hourly cap applies.

(ii) Time to prepare for and time to complete the Warm Handover call

(iii) Staffing costs for pop-up hub delivery. If more than two staff members are required, prior approval must be sought from the Authority

(iv) Travel time specifically to and from a pop-up hub or to attend face to face appointment with potential claimants who are unable to receive support digitally. If more than two staff are required, prior approval must be sought from the Authority.

(v) Ongoing training specifically related to WCS advocacy support (prior approval must be sought from the authority)

(vi) Post claim submission support which follows the Warm Handover may also be included. This must be requested by the claimant and is for up to a maximum of 5 hours per claimant, post Warm Handover. This limit will be determined by the WCASF Live Running Team, as part of your four weekly evaluation and monitoring forms, you will include details of claimants who you are supporting post warm-handover and the number of hours claimed. When this cumulative total is at 5 hours, you will be informed that the maximum claim limit has been reached.

b. Start-up costs – this covers the costs associated with the mobilisation plan to allow the swift implementation and successful delivery of the project. Eligible expenditure includes:

(i) Venue hire costs if used for achieving the purpose of the grant

(ii) Initial marketing expenses for example, creating and sharing marketing materials and running communication campaigns which are needed to deliver the purpose of the grant

(iii) Development and delivery of initial staff training directly related to WCS advocacy support with the objective of delivering the purpose of the grant

(iv) Staffing costs directly related to these activities

c. Administrative and Travel costs – this covers the administrative and travel costs incurred in order to successfully deliver the purpose of the grant. The vast majority of advocacy support offered outside of your immediate locality should be delivered digitally. Eligible expenditure includes:

(i) Administrative or Project Management staffing costs which are needed to deliver the purpose of the grant,

(ii) Internal team meetings which are needed to deliver the purpose of the grant,

(iii) Staff time taken to produce and deliver ongoing marketing materials and events – excluding pop-up hub delivery – which are needed to deliver the purpose of the grant

(iv) Ongoing marketing and promotional activities which are needed to deliver the purpose of the grant, including materials needed for the delivery of the pop-up hubs

(v) Reasonable costs for refreshments for external meetings and events which are needed to deliver the purpose of the grant, excluding alcohol,

(vi) Reasonable telephone call charges, postage and printing costs which are needed to deliver the purpose of the grant,

(vii) Staff time to compile data requested by the Authority and attend monthly check in meetings,

(viii) Any staffing costs directly related to the above activities,

(ix) Standard class public transport tickets, such as trains, buses and local metro services, prebooked where possible, for up to 2 staff members per visit. Mileage costs may also be claimed which will be reimbursed at the HMRC approved rate. All travel costs must be needed to deliver a pop-up hub or to attend a face-to-face appointment with a claimant who is unable to receive support digitally.

(x) Overnight accommodation can be booked in exceptional circumstances if it would be unreasonable for the staff members to travel back on the same day. Bookings for overnight accommodation must be preapproved by the Authority.

d. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes, for example an Independent Assurance Statement,

e. giving evidence to Parliamentary Select Committees in connection with the Purpose or this Grant Agreement,

f. attending meetings with government ministers or civil servants to discuss the progress of the Purpose or this Grant Agreement,

g. responding to public consultations, where the topic is relevant to the Purpose. Eligible Expenditure does not include the Recipient spending the Grant on lobbying, or engaging, other people to respond to any such consultation (unless explicitly permitted in the Grant Agreement),

h. providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of the Grant, for example, 'What Works Centres', and

i. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

Limitations of Funding Use

7.3. The Recipient shall not use the Grant to engage as a Delivery Partner, or member of Staff nor otherwise engage with Third Parties, known to demonstrate vocal or active opposition to fundamental British values[2], including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas. The Authority shall inform the Recipient immediately if it becomes aware of any such activities or statements of any of the Recipient's Delivery Partners contrary to the values mentioned above and the Recipient shall cease its cooperation without delay.

7.4. The Grant may not be used to

a. Fund paid for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or

b. enable one part of government to challenge another on topics unrelated to the Purpose, or

[2] An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

c. petition the Authority or other Third Parties for additional funding, or

d. pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy, or

e. pay input VAT reclaimable by the Recipient from HMRC, or

f. finance activity that may be party-political in intention, use, or presentation, or

g. support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.

7.5. In accordance with the UK Government's commitments made in The Compact[3] the limitations stated in clause 8.4 do not preclude the Recipient, or any Delivery Partner, from utilising any other source(s) of funding (i.e. not this Grant) to undertake these activities.

7.6. Annex E describes in more detail further Ineligible Expenditure items.

Audit and Inspection

8.1. The Recipient shall comply with the Charities Statement of Recommended Practice[4].

8.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.

8.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit then an Independent Assurance Statement must be signed off by either an external auditor or an independent qualified accountant.

8.4. On request, the Recipient will send the Authority a copy of its, and/or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be either:

a. a hard copy sent by traditional post, or

b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).

8.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors or any Domestic Successor, National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide

[3] The national agreement between the UK Government and Civil Society Organisations which aims to ensure the parties work effectively in partnership to achieve common goals and outcomes for the benefit of communities and citizens (http://www.compactvoice.org.uk/sites/default/files/the_compact.pdf)
[4] https://www.gov.uk/government/publications/charities-sorp-2005

appropriate oral or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy, efficiency and effectiveness with which the Grant has been used.

8.6. Further to Clause 8.5, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors or any Domestic Successor, National Audit Office or Public Sector Audit Appointments) or their nominees, may also examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant.

8.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 8.5 and 8.6.

8.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.

8.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

9.1. The Recipient must notify the Authority in a timely manner of any Change of Control or of any complaint or investigation by any Crown Body, regulatory body or the police into its activities or those of its Staff or Delivery Partners.

9.2. The Recipient shall ensure that all reasonable steps have been taken to ensure that it, its Staff and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).

9.3. Where the Grant will be disbursed outside the United Kingdom the Recipient shall use its best endeavours to ensure that such funding:

a. does not contravene the Laws of any other country; and

b. is not used to support activities which could bring the Authority's name into disrepute.

9.4. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should cover, but not be limited to: whistleblowing; safeguarding; diversity and equality; environmental; data protection; and information security and staff welfare, which shall remain current for the duration of the Grant Agreement and be reviewed regularly by appropriately senior

Staff and confirmed by the board or Trustee(s). All Staff must be aware of these policies and of how to raise any concerns.

9.5. On request from the Authority, the Recipient will provide the Authority with all such relevant documents and information relating to the Recipient's organisational policies and procedures as the Authority may reasonably require.

9.6. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the Purpose into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.

9.7. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and all forms of bullying, harassment and discrimination, especially for those who have a protected characteristic under the Equality Act 2010 (sexual orientation, race, religion, age, disability, sex, gender reassignment, marriage/civil partnerships and maternity / pregnancy) as well as gender identity. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse, bullying, harassment or discrimination related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.

9.8. Any event notified to the Authority under Clauses 9.1, 9.6 and/or 19.7 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.

9.9. The Recipient shall take account of the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')[5] when delivering the Purpose. It will ensure that Staff and, to the extent to which it is practical, its Delivery Partners are made aware and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.

9.10. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:

a. ensure that robust due diligence processes (similar to that set out in Clause 11.2), regarding both the prospective donor and the source of the monies, have been undertaken, and

b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.

9.11. Following receipt of information in accordance with Clause 9.10, the Authority shall, at its sole discretion, confirm In Writing whether the use

[5] https://www.gov.uk/government/publications/supplier-code-of-conduct

of the Supplementary Funding for the Purpose is acceptable to it. In instances where the Authority does not agree that the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm In Writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.

9.12. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

Conflict of interest and fraud, financial or other irregularities

10.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.

10.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Grant Agreement.

10.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.

10.4. If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Grant Sponsor immediately, explain what steps are being taken to investigate the suspicion, and keep the Grant Sponsor informed about the progress of the investigation.

10.5. In the event that a notification is received in accordance with clause 11.4, the Grant Sponsor will ensure that the Authority's Counter-Fraud Team (mailto:CounterFraudFinance@homeoffice.gov.uk) are made aware as soon as practical.

10.6. For the purposes of Clause 10.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, offences under the Bribery Act, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.

10.7. The Recipient must pro-actively identify, itemise and assess how it and the use of the Grant might be vulnerable to fraud[6]. Fraud should always be considered as a risk and reported on as required in Schedule 3 (Risk Management or Ad-hoc reporting).

[6] Support can be found, for example, from https://www.fraudadvisorypanel.org/

10.8. The Recipient agrees that it will not apply for or obtain, and will assure that any Beneficiary, or Delivery Partner, is not in receipt of or does not apply for or themselves obtain, Duplicate Funding. The Authority may refer the Recipient, Beneficiary or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.

10.9. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

Procurement procedures

11.1. In procuring any works, goods or services or otherwise disbursing the Grant, the Recipient shall follow its own procurement guidelines to secure Value for Money and shall apply the principles of non-discrimination and equal treatment, transparency, mutual recognition and proportionality. For example, some degree of advertising appropriate to the scale of the proposed expenditure is likely to be necessary to demonstrate transparency. This is in line with the UK objective of achieving Value for Money for the taxpayer.

11.2. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisation's financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk, money laundering, terrorism, modern slavery etc); and ensure the payment does not represent Duplicate Funding or Grant Fraud.

11.3. When procuring or entering into an arrangement with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:

a. Government Functional Standard for General Grants (GOVS 015)[7], and

b. Civil Society Strategy[8] in all its dealings with Civil Society organisations.

11.4. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the

[7] https://www.gov.uk/government/publications/grants-standards

[8] The strategy to help government strengthen the organisations, large and small, which hold society together (https://www.gov.uk/government/publications/civil-society-strategy-building-a-future-that-works-for-everyone)

Purpose, the Recipient shall ensure that such terms are included in the agreement which:

a. requires the Recipient to pay all sums due within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,

b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,

c. ensure that all funded activities are fully reported on,

d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and

e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.

11.5. Onward payment of the Grant to Beneficiaries and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.

11.6. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying any Delivery Partner's invoice or claim request.

11.7. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice or Beneficiary's claim request within thirty (30) Calendar Days of receipt, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

11.8. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.

11.9. In accordance with Clause 11.1, where the Recipient follows a sole source, single tender or other uncompeted award procedure above its own policy threshold it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:

a. the requirement can demonstrably be met only by proprietary or specialist equipment,

b. the requirement can demonstrably be met only by a single available entity with extremely niche skills, or

c. there are simply no alternative sources of supply.

11.10. The Recipient shall ensure that in delivering the Purpose it does not put the Authority in breach of the United Kingdom's international

obligations[9]. in respect of subsidies, for example the UK Subsidy Control Regime or State Aid Law. The Recipient will maintain appropriate records of its compliance with the subsidy control requirements and will take all reasonable steps to assist the Authority to comply with the same and respond to any proceedings or investigation(s) into the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.

11.11. The Recipient acknowledges and represents that the Grant is being awarded on the basis that the Purpose does not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

Insurance coverage

12.1. The Recipient shall ensure that it, and any Delivery Partner(s), have appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose.

Indemnity

13.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.

13.2. The Recipient agrees to indemnify the Authority for any costs, claims, damages or Losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.

13.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of either Party, but excluding any industrial dispute. In such event, either Party will give immediate notice In Writing to the other Party of the existence of such cause or event and of the likelihood of delay.

13.4. Nothing in this Grant Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for:

a. death or personal injury caused by negligence; and

[9] https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities

b. fraud or fraudulent misrepresentation.

Intellectual Property Rights and Branding

14.1. The Parties shall retain exclusivity in their own Background IPRs.

14.2. Unless otherwise agreed In Writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.

14.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the Recipient or the relevant Third Party.

14.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trademarks on any of its products or services without the other Party's prior written consent.

14.5. The Recipient shall at all times during and following the end of the Funding Period:

a. comply with requirements of the Branding Manual in relation to the Purpose; and

b. cease use of the *Funded by UK Government* logo on demand if directed to do so by the Authority.

14.6. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

14.7. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.

14.8. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent schemes.

Social Value Requirements

15.1. The Recipient shall be mindful of and take reasonable measures to ensure that all its activities in delivering the Purpose support the UK Government's commitment to Social Value by:

a. fighting climate change in compliance with the UK Government's "Greening Government Commitments"[10] including the need to

[10] https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025

avoid adverse impacts on the environment and contributing to the Net Zero by 2050 ambition

- conserving energy, water, wood, paper and other resources,
- reducing waste,
- reducing fuel emissions wherever possible,
- phasing out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, and
- having due regard to the use of recycled products, so long as they are not detrimental to the provision of the Purpose or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

b. tackling economic inequality through the creation of new businesses, new jobs and new skills, increasing supply chain resilience and capacity, quality apprenticeship schemes, ending the gender pay imbalance, prompt payment throughout its commercial arrangements, and ensuring opportunities for SMEs and Civil Society and those owned or led by protected characteristics, and

c. supporting equal opportunity and wellbeing by reducing the disability employment gap, tackling workforce inequality, improving health and wellbeing, and improving community integration, and

d. safe and secure supply chains free from modern slavery and human trafficking through inspection and audit, use of the Modern Slavery Assessment Tool, assessing and recording risks, and supply-chain mapping.

Breach of Grant Conditions

16.1. If the Recipient fails to comply (or to procure the compliance by any member of Staff, Delivery Partner, Beneficiary or Third Party, as applicable) with any of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may:

a. withhold, suspend or terminate the payment of the Grant for such a period as the Authority shall determine, and/or

b. reduce the Grant Amount in which case the payment of the Grant shall thereafter be made in accordance with the reduction and notified to the Recipient, and/or

c. require the Recipient to repay all or any part of the Grant previously paid and/or

d. terminate this Grant Agreement with immediate effect.

The Recipient must repay any amount required under this Clause 16 within thirty (30) Calendar Days of receiving any such demand for repayment. Such sums may be recovered as a civil debt.

16.2. The events referred to in Clause 16.1 are as follows:

a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Authority, or

b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority, or

c. 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 to be material, or

d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity, Data Incident, or Critical Incident, or

e. 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, or

f. the Recipient is subject to

- a proposal for a voluntary arrangement,
- has a petition for an administration order, or a winding-up order brought against it,
- passes a resolution to wind up,
- makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
- the appointment of a receiver, administrator or liquidator,
- a relevant judicial institution requiring any Grant paid to be recovered by reason of a breach of the UK's Subsidy Control Regime or State Aid Law through its application under Article 10 of the Northern Ireland Protocol,

or

g. the Recipient fails to comply with any other the provisions regarding State Aid Law or the UK Subsidy Control Regime, or

h. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose, or

i. payment to the Recipient (or a Beneficiary or a Delivery Partner) represents Duplicate Funding and/or Grant Fraud, or

j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out Clauses 9.10 and 9.11, or

k. the Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient, its Staff, Delivery Partner(s), Beneficiary or other Third-Party involved in achieving the Purpose.

16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach and details of any action that the Authority intends to take and any timetable for seeking remedy.

16.4. The Recipient must act within the timeframe set by the Authority to address the concern or remedy the breach and shall submit a draft Remedial Action Plan to the Authority for approval.

16.5. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Recipient.

16.6. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, In Writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Recipient is required to submit an amended Remedial Action Plan to the Authority.

16.7. If the Authority directs the Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.

16.8. If the Authority is not satisfied with the steps taken by the Recipient to address its concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.

16.9. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant Agreement.

Funding Period and Termination including Consequences

17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the final Funding Period.

17.2. Subject to Clauses 16.3 to 16.9, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:

a. using any part of the Grant for a purpose other than the Purpose,

b. making any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or

improper act in its administration,

c. failing to comply with any obligation arising from the Grant Agreement, or

d. failing to remedy any breach of this Grant Agreement.

17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority In Writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.

17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice In Writing.

17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, and with regard to the Programme Closure Plan (Schedule 4), the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.

17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.

17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and validated invoice(s) but in any case upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.

17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4.

17.9. On termination of this Grant Agreement howsoever caused, the Recipient (as soon as reasonably practicably) shall return to the Authority any property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

17.10. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner, the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be

cognisant of the terms of a legally binding agreement and, where appropriate, the need for an alternative to be provided.

17.11. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that public money is protected and Value for Money achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.

17.12. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.

17.13. Six (6) Months prior to expiry of the Grant Agreement or within one (1) Month of serving a notice of termination, the Recipient shall if requested deliver to the Authority a final Programme Closure Plan (Schedule 4) detailing when and how any Grant-funded work in progress will be wound-down, continued or transferred from the Recipient to either the Authority or a successor body. The Authority's agreement to this plan shall not be unreasonably withheld or delayed.

17.14. The Recipient undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Authority to ensure a smooth transfer of responsibility for the grant funded activities.

17.15. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the Parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

17.16. The funding period ends on 31 March 2028. All activities relating to managing, administering and delivering the Purpose, up to and including this date, can be claimed for by the Recipient. The Recipient should consider this date when commencing support with new customers.

Amendments to the Grant Agreement

18.1. The Authority shall have the right to amend Schedule 1 and/or Schedule 3 at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.

18.2. The Authority may also on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it

complies with any guidance issued by the Information Commissioner's Office.

18.3. Additionally, either Party may request In Writing changes to the Grant Agreement during the Funding Periods.

18.4. If the Parties cannot agree on the content of a change initiated under Clause 18.3 then the proposed change(s) will be withdrawn. In all events the Authority shall hold the final right of rejection.

18.5. Any amendments to this Grant Agreement and/or the Grant Funding Letter shall:

a. only be valid if they are documented using a Grant Variation Notice form duly signed by an Authorised Representative of both Parties, and

b. be recorded in Annex F.

18.6. The Grant Agreement itself shall be updated and re-issued bearing the next sequential version control reference.

Confidentiality

19.1. Nothing in this Clause 19 (Confidentiality) applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 19.

19.2. The Recipient undertakes to keep confidential and not to disclose and to procure that its Staff keep confidential and do not disclose any information of a sensitive nature which it has obtained by reason of this Grant Agreement.

19.3. The Recipient, its Staff and Delivery Partners shall not use any information which has been obtained as a result of delivering the Purpose (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.

19.4. The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Recipient will liaise with the Authority to agree costs In Writing in advance of committing expenditure.

19.5. The provisions of this Clause 19 (Confidentiality) shall survive the termination of this Grant Agreement, however that occurs.

Data Protection, Data Sharing, Information Acts, Publicity and Transparency

20.1. The Recipient acknowledges that grant agreements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Grant Agreement

in accordance with the UK Government's commitment to efficiency, transparency and accountability[11].

20.2. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made and any guidance issued by the Information Commissioner.

20.3. Where appropriate, the Recipient shall ensure that it has adequate provisions and effective controls in place to manage:

a. data and prevent Data Incidents,

b. the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa), and

c. compliance with its obligations arising from the Data Protection Legislation.

20.4. The Recipient shall abide by the terms of the Data Sharing provisions set out in Schedule 5.

20.5. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Agreement, the Parties accept that they are each a separate Independent Controller in respect of such Personal Data. Each Party:

(i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data,

(ii) will be individually and separately responsible for its own compliance, and

(iii) do not and will not Process and Personal Data as Joint Controllers.

20.6. Nothing in Clause 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body or Third Party that has a legitimate interest, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given In Writing where appropriate.

20.7. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.

20.8. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which

[11] For example, the Government's commitment in the *UK Open Government, National Action Plan*, to publish data on government grants each year, to 360Giving standards.

the Authority has used its resources.

20.9. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.

20.10. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.

20.11. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.

20.12. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.

20.13. The Recipient shall:

a. avoid expressing views which are inconsistent with the Programme Objective when speaking to Third Parties in order to deliver the Scheme;
b. make clear that it does not represent or speak for the Authority or the Government of the United Kingdom of Great Britain and Northern Ireland in any situation where it expresses views; and
c. seek the consent of the Authority first before making any statements which might be contrary to the requirements of Clauses 20.13 (a) or (b).
d. Work jointly with the Authority to agree appropriate publicity strategy and materials, including the use of organisation logos. Each party shall consult the other prior to the production and release of any media and press releases.
e. At all times during and following the end of the Grant Period:
   (i) comply with requirements of the Branding Manual in relation to the Purpose; and
   (ii) cease use of the Funded by UK Government logo on demand if directed to do so by the Authority;

Notices

21.1. All notices, invoices and other communications relating to this Grant Agreement shall be In Writing and in English and shall be served by a

Party on the other Party at its address shown at the head of this Grant Agreement.

21.2. Notices delivered hereunder shall be deemed to be delivered if:

a. delivered by hand, upon receipt,

b. sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting,

c. sent by electronic mail, on the date of delivery except when an electronic mail is sent on a day which is not a Working Day or after 3:00pm on a Working Day, the electronic mail shall be deemed to have been received on the next Working Day,

d. sent by facsimile transmission, on the date of transmission, provided that the transmission does not take place on a day which is not a Working Day or after 3:00pm on a Working Day, in which case, the transmission is deemed to have taken place on the following Working Day, and provided in any event that a confirming copy is sent to the other Party either by hand, or by first class post.

Contract (Rights of Third Parties) Act 1999

22.1. No person who is not a Party to this Grant Agreement shall have the right to enforce any its terms.

Dispute Resolution

23.1. The Parties shall attempt in good faith to negotiate an amicable settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute from the Grant Sponsor and Scheme Manager to an appropriately senior representative of each Party.

23.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Grant Agreement) shall, in the first instance be referred to the Scheme Manager and the Grant Sponsor.

23.3. Should the dispute or complaint remain unresolved within fifteen (15) Working Days of the matter first being referred to the individuals named in Clause 23.2, either Party may refer the matter to the Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within twenty (20) Working Days, or such other period as may be mutually agreed by the Authority and the Recipient.

23.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with Clause 23.3, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations

connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

23.5. If the Parties fail to appoint a Mediator within one (1) Month, or fail to enter into a written agreement resolving the dispute within one (1) Month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable Law.

Governing Law

24.1. This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

Home Office

Windrush Compensation Scheme

MMM YYYY

ACCEPTANCE OF GRANT

[Insert name of Recipient], the Recipient, accepts the offer of the Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Recipient:

Scheme Manager

Signature:	
Name:	
Date:	
Position:	

Senior Finance Officer (if different to above)

Signature:	
Name:	
Date:	
Position:	

Bank details for Grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address:	
Post code:	

Signed on behalf of the Authority:

Signature:	
Name:	
Date:	
Position:	

HOME OFFICE USE:

Payment instructions per Grant Holding Unit:

Metis codes:	**Entity Code**	**Cost centre(s)**	**Account code(s)**	**Objective Code**	**Analysis Code**	**Project Code**

SCHEDULE 1 – THE PURPOSE

The Scheme

1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Grant funding. The Auhority is providing the Grant to enable the Recipient to offer advocacy and support with the WCS claim process.

1.2 The Recipient will be responsoble for providing advocacy support to potential claimants across the geographical region(s) or sub region(s) they are awarded.

1.3 Advocates will understand claimant's culture and background and, using a trauma informed approach, will support them to articulate their story, submit a viable and eligible claim form, accept and/or review a decision. The support will include practical help with information and evidence gathering

1.4 Support can be provided by Advocates at all stages of the WCS process, including initial submission, acceptance, Tier 1 and Tier 2 review. Caps on hours do apply - see clause 7.2

1.5 Advocates will establish a positive relationship, ensuring claimants feel safe, supported, and able to provide their account in an environment where they are comfortable and at ease. Where appropriate, Advocates will signpost claimants to external organisations for additional assistance, for example where health or wellbeing is a concern.

1.6 Once a claim or Tier 1 review request has been submitted, Advocates must be available for a warm handover call with the claimant and WCS caseworker/reviewer. The Advocate will introduce the claimant to their WCS caseworker/reviewer and will hand over the claim. In most cases, support will cease following the warm handover call however, Advocates may provide up to a maximum of 5 hours of funded additional support if requested by the claimant, post warm handover for initial claims submitted.

Background

1.7 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.

1.8 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.

1.9 The WCASF is a Ministerial priority, forming a key element of the Administrations' reset on Windrush. Stakeholders have informed WCS there remain people who wish to make applications for compensation, yet are not catered for by current claimant support offerings. As a new concept for WCS and the Home Office, the work of WCASF is unique. Advocates, through their intrinsic understanding of the Windrush population, will empower and support claimants to submit a comprehensive application form. They will offer flexible support for claimants to tell their story in a safe space, tailored to the individual and their circumstances.

1.10 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under Section 1 of the Windrush Compensation Schme (Expenditure) Act 2020 to provide financial support to:

1) There may be paid out of money provided by Parliament expenditure incurred by the Secretary of State or a government department under, or in connection with, the Windrush Compensation Scheme.

2) "The Windrush Compensation Scheme" means the scheme published by the Home Office on 3 April 2019 which provides compensation for certain categories of persons in recognition of difficulties arising out of an inability to demonstrate lawful immigration status (as that scheme is modified from time to time).

1.11 The Purpose provides a broad well defined framework describing the outcomes and impacts that the Funding is intended to achieve whilst allowing the Recipient to exercise independent discretion in delivering the inputs and outputs detailed in its Delivery Proposal (Annex D).

Key Deliverables

1.12 The purpose of the WCASF is to provide Beneficiaries with support that enables them to articulate their story within an environment that offers an understanding of their background and culture, resulting in a viable and eligible application being submitted to the Home Office and/or supporting with acceptance and review paperwork

1.13 The WCASF aims to bridge the gap between the Beneficiaries who are reluctant to engage with the Home Office, build trust between the Beneficiaries and the Home Office and signposting to further support where necessary**.**

Key Roles and Responsibilities

1.14 The Authority will nominate a Grant Sponsor who will work with the Scheme Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.

1.15 The Recipient will nominate a Scheme Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

Indicative Expenditure Breakdown

1.16 The maximum Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than XXX thousand pounds (GBP£XX.XX) for the Funding Period. To note, minimum and maximum amounts are split into three sections:

- Start up costs: which has a cap of £XX.XX or 5% of your overall bid, whichever is lower
- Administrative and Travel costs: which has a combined cap of £XX.XX or 15% of your overall bid, whichever is lower
- Advocacy hours: which together with Start-up, Administrative and Travel costs will not exceed a total bid value of £XX,XXX.XX

1.17 The Grant will be paid in accordance with the profile described in Schedule 2 and are intended to reimburse Eligible Expenditure incurred paying for the activities required to achieve the outcomes described in this Schedule 1.

1.18 The Recipient has identified the following indicative expenditure:

REF	HEADINGS	EXPENSES (£)
A	**Start-up Costs**	
B	**Administrative Costs**	
C	**Travel Costs**	
D	**Advocacy Hours**	
E	**TOTAL ELIGIBLE EXPENDITURE (A+B+C+D)**	

SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

Indicative Payment Schedule for delivering the Purpose

Grant Claims must be submitted in accordance with the schedule set out in the table below; payment will be subject to compliance with obligations arising from the Grant Agreement, in particular:

- fulfilment of the conditions set out in Clause 5, and
- receipt of satisfactory financial and monitoring reports.

Financial year	Payment reference	When	Payment Value	Information required

SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

Key Performance Indicators (KPIs)

3.1 The Recipient has submitted a Delivery Proposal (Annex D) which the Authority has agreed to fund. From this proposal the Recipient shall produce a plan setting out how it will achieve the Purpose (the 'Delivery Plan'). At a minimum the Delivery Plan shall give particulars of the:

a. agreed outcomes and impacts,

b. planned activities (inputs and outputs) required to achieve these outcomes,

c. measures of success in the form of Key Performance Indicators (KPIs),

d. Timescales and/or milestones, and

e. evidence to be presented to verify the extent to which the agreed outcomes have been achieved.

3.2 The KPIs to be monitored by the Authority are:

- 70% of claims must be viable on submission
- 95% of claims must be deemed eligible
- 90% of responses to Q5 on the Customer Satisfaction Survey must be "excellent".
- 90% of Warm Handover calls must be completed within 6 weeks of eligibility being confirmed and/or Tier 1 review being allocated

KPIs 3 and 4 will apply to both casework and review support.

The Authority will use the Delivery Proposal as a key performance management tool throughout the year. This approach ensures that project delivery, including timelines and projected expenditure, aligns with the expectations set out in the Delivery Plan. Where inconsistencies arise, the Authority reserves the right to take appropriate corrective action.

No specific KPI has been set for the number of claims to be submitted under the Windrush Compensation Scheme. However, the Authority expects that claims submissions will occur as a natural outcome of the support activities outlined in the Grant Agreement, and that the overall volume will be proportionate to the level of funding provided. The Authority reserves the right to review and raise concerns regarding performance if the number of submitted claims appears inconsistent

with these expectations and may take appropriate action where necessary.

In order to monitor performance against the KPIs, each Recipient will be allocated a Unique Reference Number (URN) by the Authority. This must be recorded on the WCS claim form for any claimants the Recipient supports to make a claim. The URN will be recorded on internal Home Office systems and used to identify and track claims submitted by the Recipient.

Management Information

The Authority will also collate Management Information (M.I) for internal use only. M.I may be used to inform decisions on Year 3 of the grant funding.

The Recipient will provide written reporting information on:

a. Number of new customers supported
b. Number of WCS applications submitted from customers you have supported
c. Number of customers advised not to make a WCS claim and the reason why
d. Number of WCS acceptance and/or review support requests received
e. Number of WCS acceptance and/or review claim response forms submitted.
d. Financial information highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.

The Recipient will provide reporting information verbally on:

a. Progress against the Delivery Plan and Project goals, including any barriers, solutions, changes in approach and details of performance etc.
b. When requested by the Authority, to provide further detail and/or reasoning to written reporting information stated above.

The Authority may require the Recipient to share their screens during virtual monthly check in calls to view any information given by customers including, but not limited to, the reasons why a claim was not submitted, as part of the assurance checks. The Recipient must inform all individuals they support that their data may be used in this way.

Reporting

3.3 The Recipient must manage and administer the quality and level of delivery and its own performance and that of its Delivery Partners relating to the Delivery Plan.

3.4 The Recipient shall put in place procedures to monitor and track performance, benefits and progress and provide reports detailing:

a. spending, including committed spend, against agreed budgets and notify the Authority of any variances, and

b. evidenced progress against the KPIs.

3.5 Any reports should also detail the activities and achievements of Delivery Partners.

3.6 The Recipient must provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the Authority in relation to the Purpose.

3.7 The Recipient must provide the Authority with access to all Board and Corporate level meeting minutes related to the Purpose.

3.8 The Scheme Manager shall ensure that all reports are compiled and submitted to the Grant Sponsor in a timely manner and attend the monitoring and review meetings.

Progress Reporting

3.9 In support of Annex A (Grant Claim) submissions the Recipient shall provide the following progress reports (the 'Progress Reports'):

a. Progress reports detailing progress against the objectives of the funding. These must be submitted via MOVEit Transfer Application. To enable this, the Recipient must provide a valid business email address specific to an individual. Shared mailboxes or personal email addresses cannot be used. The Authority will provide support throughout the account setup process.

b. It is the responsibility of the Recipient to ensure that their MOVTit account remains active by logging in at least once every two weeks

c. Attend monthly check in meetings with the Authority to provide progress updates and raise issues and barriers etc.

3.10 The Recipient must submit progress reports for the previous month to the Grant Manager by the last working day of the first full week of the next calendar month. For example:

a. Period 1 (April 2027) – 07 May 2027

b. Period 2 (May 2027) – 04 June 2027

c. Period 3 (June 2027) - 9 July 2027

d. Period 12 (March 2028) – 07 April 2028

3.11 The frequency of these Progress Reporting requirements will be reviewed with the Authority during each Funding Period and may be amended as time progresses.

Strategic Reporting

3.12 In addition to the Progress Reports, the Recipient shall provide a strategic report (the 'Strategic Report') that will look back over the previous three (3) Months and forward at least three (3) Months providing details of activities, schemes, income forecasts, assessment of progress, and:

a. a Value for Money assessment (e.g. benefits realisation, savings, efficiencies etc.),

b. an assessment of progress against the primary outcomes as described in Schedule 1,

c. Social Value progress,

d. Financial review of actuals against forecast, and

e. Forward-look plans and forecasts for all identified delivery and financial KPIs.

3.13 The Authority and the Recipient shall meet at least every three (3) Months during the Funding Period to monitor and review performance, discuss future proposals and give feedback. These meetings shall also include formal performance reviews after each report is published. The Authority shall consider:

a. how the Recipient has performed and sought to resolve any major issues that impact on its ongoing success,

b. how the Recipient has secured good Value for Money in how the activities were carried out.

Ad Hoc Reporting

3.14 The Recipient will comply with any requests for reports or other information that the Authority may from time-to-time reasonably request within any timeframe specified.

3.15 If requested by the Authority, the Recipient must provide information to demonstrate its approach to modern slavery and human trafficking. This could include completion of the Modern Slavery Assessment Tool (MSAT).

3.16 Any Data incident or Critical Incident must be reported to the Authority within one (1) Calendar Day. The Recipient must provide a follow up report within three (3) Calendar Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.

3.17 The Recipient will notify the Authority as soon as reasonably practical of actual or potential variations to the budget proposal, forecast

expenditure or any event which materially affects the continued accuracy of such financial information.

3.18 Additionally, the Recipient will notify the Authority within one (1) Calendar Day of:

a. any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or

b. any changes to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its Staff or Delivery Partners (Clause 9.1).

Annual Review

3.19 In addition to any ongoing reporting, monitoring or evaluation, the Authority will review the Purpose of the Grant annually and will take into account the Recipient's achievements (during the Funding Period) as measured against the KPIs. As part of the annual review the Authority will have regard to the reports produced by the Recipient.

3.20 Each annual review will result in the Authority making a recommendation that the:

a. Purpose and Agreement continue in line with existing plans; and/or

b. Eligible Expenditure payable for the subsequent Funding Period should be revised (up or down); and/or

c. KPIs should be re-defined and agreed; and/or

d. The Recipient shall provide the Authority with a Remedial Action Plan in accordance with Clauses 16.4 to 16.10 setting out the steps the Recipient will take to improve delivery of the Purpose; and/ or

e. Authority should recover Unspent Monies; and/ or

f. Agreement should be terminated.

3.21 The Recipient may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

Risk, Controls and Assurance

3.22 The Recipient's due diligence undertakings of Delivery Partners must be an ongoing not a one-off activity. A proportionate approach should be applied to the frequency of subsequent due diligence based on the initial assessment (as required by Clause 11.2). For longer-term funding relationships (i.e. more than 12-Months) a re-assessment **must** be completed at least annually. Due diligence, including conflicts of interest and financial health checks, shall be reported on and monitored as part of the risk management approach.

3.23 Proportionate and regular checks should be undertaken by the Recipient to assure the Authority that expenditure represents neither Duplicate Funding or Grant Fraud.

3.24 Risk must be actively managed across the duration of the Grant Agreement, bearing in mind the principle of proportionality. The Parties shall work together to identify, manage and mitigate risks and issues impacting on achieving the Purpose. These shall be recorded in a joint risk & issue register. Where risks (or issues) are unresolved or unmitigated the Parties must record the possible effect on delivery or completion of the scheme. The Authority will assess the impact on the scheme to determine whether any changes are required, for example as described in paragraph 3.19 to this Schedule 3.

3.25 The risk and issue register should be regularly updated by the Recipient and reviewed with the Authority not less than every 3 months.

3.26 Outside of this regular review cycle, the relevant Party shall inform the other as soon as they identify an imminent Risk (i.e. proximity < 3-months) or live Issue.

3.27 Where the Recipient is in receipt of General Grant funding from Crown Bodies exceeding more than 49.99% of the Recipient's total income, it will notify the Authority within five (5) Working Days providing a full financial report with details of all income derived from public funds and non-public funds. The Authority will review the situation and work with the Recipient to determine what, if any, action is required to diversify income streams and reduce the reliance on public funding.

SCHEDULE 4 – PROGRAMME CLOSURE PLANNING

4.1 It is essential that the Scheme Manager prepare, and the Grant Sponsor agrees, a plan which sets out the provisions for a controlled closure of the scheme including the activities and timescales, not exceeding any no-fault termination period, required to do so (the 'Plan').

4.2 The Plan should also provide indicative direct costs that the Authority may reasonably be expected to contribute towards **and** demonstrate that due consideration is given for (including, but not limited to)[12]:

a. any existing commitments (e.g., contracts, dilapidations, recurring cost commitments etc.), and/or

b. additional costs and activities

directly resulting from an **early termination or withdrawal** of the Grant funding (e.g., property lease breaks, notice periods and estimated costs for redundancy/severance etc.).

4.3 The Recipient should note that the Authority will only in exceptional circumstances consider claims for reasonable costs actually incurred as a result of a planned closure where the programme runs to the end of the stated Funding Period.

4.4 The initial Plan must be shared with the Authority no later than three (3) Months after the Grant Agreement commences.

4.5 It is expected that during the life of the Grant Agreement the Plan will be kept current by review, development and refinement as necessary by the Recipient and shared with the Authority.

4.6 The Authority may run future competitions for the delivery of the WCASF from 1 April 2028 onwards. Where your organisation either a) does not submit an application for future funding; or b) submits an application but is unsuccessful, and does not intend to continue supporting WCASF-supported claimants on a voluntary basis, you must cooperate with the Authority and comply with any reasonable timetable or transition requirements notified by the Authority to ensure an orderly transition of WCASF-supported claimants to an organisation that has been awarded WCASF funding, in accordance with clauses 18.11 to 18.14 of this Grant Agreement.

4.7 To ensure an orderly transition, you must seek and record WCASF-supported claimant consent to the transfer of their details, comply with all applicable Data Protection Legislation and provide reasonable assistance to facilitate the transition. The WCASF Live Running Team will confirm the relevant organisation(s) and provide contact details.

4.8 To support a smooth transfer of responsibility, you must also submit a Programme Closure Plan in accordance with clause 18.13 and

[12] The Authority will consider such information but does not commit in advance to pay such costs identified. These will be negotiated on a case-by-case basis, based upon the provision of auditable evidence.

Schedule 4 together with any associated information requested by the Authority in accordance with Schedule 3 para 3.5 (Ad Hoc Reporting).

4.9 The Programme Closure Plan must comply with the requirements of Schedule 4 and include:

- Details of how WCASF-supported claimants will be identified for transition purposes.
- Arrangements for seeking, recording and retaining WCASF-supported claimant consent.
- Details of what support you will provide to claimants who do not wish to be transferred
- Details of how WCASF-supported claimants who do not wish to be transferred will be managed and informed of the consequences of declining transfer
- A plan for completing all handover activity, including any warm handovers that have been agreed prior to the expiry of this Grant Agreement.
- Confirmation that any transfer of WCASF-supported claimant information will be carried out in accordance with applicable data protection legislation

4.10 Where the Recipient notifies the Authority that it intends to continue supporting WCASF-supported claimants on a voluntary basis, but subsequently decides not to do so, it must notify the Authority promptly and cooperate with any reasonable transition arrangements requested by the Authority.

SCHEDULE 5 – DATA SHARING AND GDPR

Glossary of additional terms used in this Schedule

Term	*Meaning*
*"**Authority Personal Data**"*	*means any Personal Data supplied for the purposes of, or in connection with, the Grant Agreement by the Authority to the Recipient*
*"**Breach**"*	*takes the meaning given in the UK GDPR*
*"**Controller**"*	*takes the meaning given in the UK GDPR*
*"**Data Loss Event**"*	*means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under these Conditions, and/or actual or potential loss and/or destruction of Personal Data in breach of these Conditions, including any Personal Data Breach.*
Data Protection Act (or DPA) 2018	*means the Data Protection Act 2018.*
*"**Data Protection Impact Assessment**"*	*means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.*
*"**Data Protection Legislation**"*	*means (i) the UK GDPR, (ii) the Data Protection Act 2018 ('DPA 2018') to the extent that it relates to the processing of Personal Data and privacy, (iii) all applicable Law about the processing of Personal Data and privacy, and (iv) (to the extent that it applies) the EU GDPR.*
*"**Data Protection Officer**"*	*takes the meaning given in the UK GDPR*
*"**Data Sharing Agreement**" (or the "**DSA**")*	*means the set of principles detailed in Schedule 6 which govern the processes and practicalities of information sharing between the Authority and the Recipient, and which the Recipient agrees to abide by and comply with.*
*"**Data Subject**"*	*takes the meaning given in the UK GDPR*
*"**Data Subject Request**"*	*means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.*

*"**EU General Data Protection Regulation**" ('**EU GDPR**')*	*means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law.*
*"**Independent Controller**"*	*means a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data*
*"**Joint Controllers**"*	*means instances where two or more Controllers jointly determine the purposes and means of processing*
*"**LED**"*	*means the Law Enforcement Directive (Directive (EU) 2016/680).*
Personal Data	*has the meaning given to it in the Data Protection Legislation as amended from time-to-time*
*"**Processor**"*	*takes the meaning given in the UK GDPR*
*"**Processor Personnel**"*	*means all directors, officers, employees, agents, consultants and Recipients of the Processor and/or of any Sub-processor engaged in the performance of its obligations under these Conditions*
*"**Protective Measures**"*	*means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it.*
*"**Sub-processor**"*	*means any Third Party appointed to process Personal Data on behalf of that Processor related to these Conditions.*
*"**UK General Data Protection Regulations**" ('**UK GDPR**')*	*means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (UK*

	GDPR), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

5.1 The Parties acknowledge that for the purpose of the Data Protection Legislation the Recipient is the Controller of any Personal Data processed by it pursuant to the delivering the Purpose. To the extent that the Recipient and the Authority share any Personal Data for the purposes specified, the Parties acknowledge that they are each separate independent Controllers in respect of such data.

5.2 The Grant Recipient shall (and shall procure that any of its Representatives shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation

5.3 On request from the Authority, the Recipient will provide the Authority with all such relevant documents and information relating to the Recipient's data protection policies and procedures as the Authority may reasonably require.

5.4 In order to facilitate the warm handover call, the individual Advocate's name and contact details must be included when a WCS claim is submitted. This data will be recorded on internal Home Office systems and used by the WCS Caseworker to make the warm handover call. This data will be retained until a Full and Final decision is made by the WCS Caseworker to ensure the Authority has Advocate contact details if claimants request the additional 5 hours support post warm handover call. At the point the Full and Final decision is made, Advocate's name and contact details will be deleted. The Recipient must inform all individual Advocates that their data will be used and stored in this way.

5.5 Subject to paragraph 5.8, the Recipient agrees that the Authority and its Authorised Representatives may use Personal Data which the Recipient provides about its staff and partners involved in delivering the Purpose to exercise the Authority's rights under this Agreement and or to administer the Grant or associated activities. Furthermore, the Authority agrees that the Recipient and its Representatives may use Personal Data which the Authority provides about its staff involved in in delivering the Purpose to manage its relationship with the Authority.

5.6 The Recipient agrees that the Authority may share details of the Grant, including the name of the Recipient's organisation, with the UK

Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.

5.7 The Authority and the Grant Recipient shall:

a) ensure that the provision of Personal Data to the other Party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects), and

b) ensure that it only shares Personal Data with the other Party to the extent required in connection with Funded Activities.

5.8 Where a Party (the "**Data Receiving Party**") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Agreement:

a. the other Party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost, or

b. where the request or correspondence is directed to the other party and/or relates to the other Party's Processing of the Personal Data, the Data Receiving Party will:

i. promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party, and

ii. provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

5.9 Each Party shall promptly notify the other upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to this Agreement and shall:

a. do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Breach,

b. implement any measures necessary to restore the security of any compromised Personal Data,

c. work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein), and

d. not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

5.10 Without limiting any other provision of this Part 4, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the other Party to assist the other Party in complying with the Data Protection Legislation in respect of the Personal Data.

5.11 The Authority and the Recipient shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Agreement.

5.12 The Recipient will notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.

SCHEDULE 6 – AID DIVERSION

NOT USED

ANNEX A

Grant Claim Form

Organisation name:

Amount Awarded:

Month:

Please complete the expenditure details as applicable

Advocacy Hours costs

Please complete a line for each employee working on the project and use the correct terminology when completing the form to prevent payment delays.

Pre Claim Submission: Direct claimant support: Time spent assisting potential claimants with WCS-related advocacy.

Post Claim Submission: Optional, up to 5 extra hours if requested by the claimant after the Warm Handover call.

Warm Handover: Time to prepare for and complete the warm handover call during both casework and review stages.

Ongoing Training: Time spent receiving ongoing training specifically related to WCS advocacy support, prior approval must be obtained from the Live Running Team.

Pop-up Hub Delivery: Staffing costs for delivering a pop-up hub. If more than two staff members are required, prior approval must be obtained from the Live Running Team.

Travel to Pop-up Hub: Time spent travelling to deliver a pop-up hub within your region.

Travel to Meet Claimants: Time spent travelling to meet a potential claimant to provide face-to-face support to an individual who is unable to travel or be supported digitally.

Acceptance and Reviews: Direct claimant support: Time spent assisting claimants with the acceptance and review process. This is capped at ten (10) hours for claimants who return to you for support, and no cap for new claimants.

Start-up costs, Administrative and Travel costs

Start-up costs: The costs associated with the Mobilisation Plan to allow the swift implementation and successful delivery if the project. Eligible costs include –

- **Initial venue hire, initial marketing expenses.**
- **Development and delivery of initial staff training directly related to WCS Advocacy support.**

- **Any staffing costs directly related to these activities.**

<u>Administrative costs:</u> This covers the ongoing administrative costs associated with the successful delivery of this project. Eligible costs include –

- **Administrative and project management staffing costs – including WCASF specific internal team meetings**
- **Staff time taken to produce and deliver marketing materials at events – excluding pop-up hub delivery.**
- **Ongoing marketing and promotional activities, including materials needed for the pop-up hub delivery.**
- **Reasonable costs for refreshments for external meetings and events, excluding alcohol.**
- **Reasonable telephone call charges, postage, and printing costs.**
- **Any staffing costs directly related to the above activities.**
- **Staff time to compile data requested by the Home Office and attend monthly check-in meetings.**

<u>Travel costs:</u> All travel expenses must be directly related to project delivery and fall under one of the following purposes - Delivering a pop-up hub within your region or providing face-to-face support to a potential claimant who is unable to travel or be supported digitally. Eligible costs include –

- **Costs for public transport.**
- **Mileage costs (at the HMRC approved rate).**
- **Overnight accommodation if preapproved by the Live Running Team.**

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Application Budget Category (Start-up, Administrative, Travel)	Description	Total Cost

Total Start-up costs and Administrative and Travel costs		**£**

Total Claim for the current month	**£**
Total Expenditure To Date	**£**
Total Budget Remaining To Date	**£**
Any Overspend To Date	**£**

MONITORING INFORMATION REQUIREMENTS
Where monitoring information, as set out in Schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

Please explain what evidence has been provided to support your expense claims, e.g. receipts.
*****Please note, all upfront admin costs require quotations before Home Office will release funds.**

Please confirm that you have included all receipts/invoices
☐ **Yes**
☐ **No**

SENIOR FINANCE OFFICER CERTIFICATION

*****This is to be signed by the most senior employee of your organisation*****

Declarations:
- The information provided is true, correct and relates solely to the Windrush Compensation Advocacy Support Fund; it does not represent Grant Fraud, and no Duplicate Funding has been received in respect of this statement of Eligible Expenditure for the Grant Amount being claimed.

- The expenditure has been incurred only for the purposes set out in the Grant Agreement for the specified Grant stream.
- Our organisation understands that the Home Office can ask to see originals of receipts, invoices and other financial evidence related to expenditure and staff costs information submitted. I have kept an audit trail of all expenditure and can produce this as evidence if asked.
- Our organisation understands that knowingly providing false and misleading information could lead to withdrawal of grant and reimbursement of money paid to date.

Signature:			
Name (printed):		**Date:**	
Position:			

Note 1: For payments in arrears. If, over the Funding Period, the total Grant claimed exceeds the value of the Grant Amount, in accordance with Clause 4.1 the Authority may not liable for this excess expenditure.

Note 2: For payments in Advance of Expenditure. If, over the Funding Period, the total Grant received is greater than the Recipient's expenditure, in accordance with Clauses 6.13 and 6.14, the Authority will offset the surplus against any future payment(s) due or recover the surplus as part of the Annual Review financial reconciliation process described in Schedule 3.

Note 3: In all instances, any expenditure deemed ineligible will be recoverable by the Authority.

ANNEX B

Outturn Statement (April 2027to March 2028)

The Outturn Statement should be completed and certified by the Finance Officer and returned to the Authority in accordance with Clause 5.8.

Grant Recipient: **Grant Stream:**

Expenditure Category:	**Actual Resource Expenditure (£)**	**Actual Capital Expenditure (£)**
TOTAL EXPENDITURE:		
TOTAL GRANT PROVIDED:		
VARIANCE: total Grant provided **minus** total resource expenditure		
Reason for variance:		

SENIOR FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

a) The information provided is correct; it does not represent Grant Fraud, and no Duplicate Funding has been received in respect of this statement of Eligible Expenditure for the Grant Amount being claimed,

b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the above Grant stream.

Signature:	

Name (printed):		**Date:**	
Position:			

Home Office sign off:

Signature:			
Name (printed):		**Date:**	
Position:			

Note 1: If, at the end of the Funding Period, the total Grant claimed exceeds the value of the Grant Amount, in accordance with Clause 4.1 the Authority may not liable for this excess expenditure.

Note 2: If, at the end of the Funding Period, the total Grant claimed is greater than the Recipient's Eligible Expenditure, in accordance with Clauses 6.13 and 6.14, the Authority may offset the surplus against any future payment(s) due or recover the surplus as part of the Annual Review financial reconciliation process described in Schedule 3.

Note 3: In all instances, any expenditure deemed ineligible will be recoverable by the Authority.

ANNEX C –

Authorised Representatives

The following are the current list of the Authority's staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
	Grant Sponsor			

The following are the current list of the Recipient's Staff designated as authorised representatives:

For the Recipient	Position	Address	Telephone	E-mail
	Scheme Manager			

[DN (i) details to be fully completed before signature; and (ii) the Parties are not limited to four Authorised Representatives – it can be more/less]

ANNEX D

Delivery Proposal

Through the submission of its responses to assessment questions 5.1 -5.5, the Recipient has demonstrated that it has the organisational capability and capacity to deliver the outcomes and impacts described in Schedule 1 and 3 in accordance with the terms and conditions set out in the Grant Agreement.

Whilst response C1 provides the following Executive Summary it is the detail of the whole proposal and commitments made that will be monitored and measured throughout the term of the Grant Agreement.

In this Annex D the words “we” and “our” refer to the Recipient and its Delivery Partners.

Delivery Proposal	
Geographical region	[insert from bid]
Mobilisation plan	[this is covered as part of the response to assessment question 5.3 – insert information from the response regarding mobilisation plan including timeframes, staffing structure and plans to ensure key personnel are in place]
Delivery model/delivery plan	[this is covered in the response to assessment question 5.3 – insert information from the response regarding overview of delivery model (including plans for ensuring inclusivity and accessibility), GDPR and safeguarding requirements and their plan for management of warm handover calls]
Governance and quality assurance	[this is covered in the response to assessment question 5.4 – insert information from the response regarding staff training, quality assurance processes, governance and project management arrangements]
Engagement strategy	[this is covered in response to assessment question 5.5 – insert information from the response relating to key engagement activities, the organisation’s plan for pop-up hubs and advertisement plans]

Key Performance Indicators (KPIS)	The KPIs to be monitored by the Authority are: • 70% of claims must be viable on submission • 95% of claims must be deemed eligible • 90% of responses to Q5 on the Customer Satisfaction Survey must be “excellent”. • 90% of Warm Handover calls must be completed within 6 weeks of eligibility being confirmed and/or Tier 1 review being allocated KPIs 3 and 4 will apply to both casework and review support

ANNEX E

Further Limitations of Funding Use and Ineligible Expenditure

1.1 The Recipient shall not make a profit in its use of the Grant.

1.2 Further, the Recipient is not permitted to charge, or require payment for, or apply fees to, any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.

1.3 For the avoidance of doubt, no profit, dividends, bonuses (incl. discretionary performance related bonuses) and/or any similar or equivalent benefit will be paid to Staff.

1.4 To comply with the Cabinet Office' spend control[13] requirements, the Recipient:

- must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant; and
- should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure Value for Money.

1.5 Other expenditures, which are prohibited, include the following:

- discretionary Staff bonuses and rewards i.e. where a value is not contractually guaranteed, for example, it is described as 'the potential to earn up to';
- [insert any staff salary costs that you wish to exclude];
- contributions in kind;
- interest payments or service charge payments for finance leases;
- gifts;
- statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
- payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
- payments for unfair dismissal or other compensation;
- depreciation, amortisation or impairment of assets owned by the Recipient;
- the acquisition or improvement of Assets by the Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter);

[13] https://www.gov.uk/government/collections/cabinet-office-controls

- without first receiving approval from the Authority In Writing, the Recipient may not use the Grant to write off debts or liabilities, or make ex gratia special payments to a Third Party where no legal obligations exist for the payment and/or other extra-contractual expenditure. These may include, but are not limited to, out-of-court settlements, compensation or additional severance payments to Staff, and
- liabilities incurred before the Commencement of the Grant Agreement unless agreed In Writing by the Authority.

1.6 The Recipient may not use the Grant to cover any direct costs required to establish a fundraising capability.

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

- Any advice and guidance given which is outside of the Purpose of this grant scheme including entitlement advice given on the Windrush Compensation Scheme.
- Immigration advice or any activity that constitutes regulated immigration advice or services
- Legal representation or advice (whether in person or in writing) in relation to the Windrush Compensation Scheme,
- Advocacy support following the submission of the claim to the Windrush Compensation Scheme and the completion of the ‘warm hand-over’ call, in excess of the five (5) additional funded hours if requested by the claimant.
- Subsistence costs,
- Overseas travel or accommodation,
- Cost associated with ongoing subscriptions, licenses or recurring software fees,
- Any IT equipment including but not limited to laptops and phones,
- Costs associated with private vehicle hire, including taxis.

ANNEX F

Change Control Record

Grant Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	DD MMM YYYY	DD MMM YYYY

Grant Variation Notice (Template)

Agreement Title	Insert title of Grant Agreement (same as the Front Page)
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & Insert the Recipient's name ("the Recipient")
Variation Number	Insert unique reference number (e.g. 001-2018)
Variation	Means the amendments to the Grant Agreement contained in this form
Date Effective From	DD MMM YYYY (Insert date change is agreed to be effective from)

1. In accordance with the provisions of Article 18 (Amendments to the Grant Agreement), the Parties hereby agree that the Grant Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			

2. Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.

3. The Grant Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority		Signed on behalf of the Recipient	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

ANNEX G

Grant Funding Letter

DD MMM 20YY

GRANT PAYMENT TO [INSERT RECIPIENT NAME]

I am writing to confirm approval of a grant to [Recipient Name] for the [SCHEME TITLE]. The maximum value that can be claimed during Funding Period 1 in accordance with Schedule 2 is: [INSERT value]

This is a [INSERT duration] funding arrangement and Grant Amounts noted in the Grant Agreement as being claimable during future Funding Periods (i.e. 2 and 3) are indicative and will be confirmed by your Grant Sponsor in advance of the next Funding Period's commencement.

We look forward to supporting your mobilisation and working with you during the lifetime of the arrangement to help make a significant impact by [insert a short scheme description].

Payment of these monies is subject to your acceptance of this offer and the standard terms and conditions of the Grant Agreement.

This notification of award is subject to the commencement of delivery in line with Government advice, for example on COVID-19 or FCDO 'Foreign travel advice[14]', and may subsequently be withdrawn where delivery is no longer possible, or no longer in line with government policy. Where the commencement of delivery is not immediately possible, due to Government advice, payment will not be made until such time as the commencement of the delivery phase is formally approved.

To confirm acceptance of this offer of grant funding, please sign and return to the above address, one copy of the Grant Agreement, ensuring that you complete the Acceptance of Grant pages. The second copy of the Grant Agreement is for your records. Please be aware that no payments will be released until the Authority is in receipt of the counter-signed documentation.

The Grant Sponsor for the [insert scheme title] will be [insert name] who will be responsible for monitoring delivery. I would be grateful if you would address future correspondence to them [insert email address].

Yours sincerely,

[14] Foreign travel advice - GOV.UK (www.gov.uk)

ANNEX H

Clarification Question Response Log

ANNEX I

New or Changing Bank Account Details

1.1 Clauses 4.3 to 4.5 explain that Authority will make Grant payments by BACS transfer.

1.2 The responsibility for ensuring the Authority has the correct bank account details lies with the Recipient.

1.3 The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

Recipient Details	**Recipient Address Details**
Registered name of company	Registered Address
Trading name of company	Credit Control/Finance Address
Company registration number	
Vat registration number	

Contact Details	**Payment Details**
Email address for purchase orders	Bank Name
Email address for remittance advice	Branch name and address
Email address for invoice queries	Company Bank Account Name
Telephone Number for Accounts Receivable/Credit Control	Bank Account Number
	Bank Account Sort Code