

SECRETARY OF STATE FOR WORK AND PENSIONS

and

**[THE GRANT RECIPIENT]**

**GRANT FUNDING AGREEMENT FOR REDUCING PARENTAL CONFLICT EVIDENCE  
AND DISSEMINATION GRANT**

[[NB. This is a draft produced in advance of the competition and will be finalised  
post-competition.]]

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This Grant Funding Agreement is made on [insert date of signature]

**Between:**

- (1) **SECRETARY OF STATE FOR WORK AND PENSIONS**, whose principal address is at Caxton House, 6-10 Tothill Street, London, SW1H 9NA (the “**Authority**”)
- (1) [INSERT THE FULL NAME OF THE GRANT RECIPIENT], whose principal address is at [ADDRESS] (the “**Grant Recipient**”).

**In relation to:**

**Project Name: REDUCING PARENTAL CONFLICT EVIDENCE AND DISSEMINATION GRANT 2023-2025**

**BACKGROUND**

- (A) The Grant is made pursuant to section 14 of the Education Act 2002.
- (B) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (C) The Grant Recipient will use the Grant solely for the Funded Activities.

The conditions collectively (the **Conditions**) are as follows:

**1. INTRODUCTION**

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with the Conditions of this Grant Funding Agreement.
- 1.3. The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient’s grant application a copy of which is attached at Annex 1B for the provision of Evidence and Dissemination support.
- 1.4. The Parties confirm that it is their intention to be legally contractually bound by this Grant Funding Agreement

**2. DEFINITIONS AND INTERPRETATION**

- 2.1. Where they appear in these Conditions:

**Annex** means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

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

**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;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data)

[ta/file/754555/2018-11-06\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients.pdf](ta/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf), including any subsequent updates from time to time;

**Commencement Date** means the date on which the Grant Funding Agreement comes into effect, being **TBC**;

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

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

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

**Controller and Processor** take the meaning given in the GDPR;

**Change of Control** means the sale of all or substantially all the assets of a Party; 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;

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

**Data Protection Legislation** means (i) the GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

**Domestic Law** means an 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 which replaces EU law as a consequence of the UK leaving the European Union;

**Duplicate Funding** means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

**EIR** means the Environmental Information Regulations 2004;

**Eligibility Criteria** mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

**Eligible Expenditure** means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**Employment Regulations** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("TUPE") or any successor legislation;

**Event of Default** means an event or circumstance set out in paragraph 25.1;

**Financial Year** means from 1 April to 31 March;

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

**Funded Activities** means the activities set out in Annex 2;

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2025 unless terminated earlier in accordance with this Grant Funding Agreement;

**General Data Protection Regulation** and **GDPR** means the General Data Protection Regulation (EU) 2016/679;

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25.

**Grant Claim** means the payment request form submitted by the Grant Recipient to the Authority for payment of the Grant, in the form required by the Authority from time to time;

**Grant Funding Agreement** means these Conditions together with its Annexes including but not limited to the Grant Funding Letter;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient dated [redacted], a copy of which is set out in Annex 1;

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

**HMRC** means HM Revenue and Customs;

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

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights or IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, 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;

**IP Completion Day** has the meaning given to it in the European Union (Withdrawal) Act 2018;

**IPR Material** means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Instalment Period** means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Law** mean any applicable law, statute, byelaw, 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 to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 25;

**Northern Ireland Protocol** means the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement;

**Party** means the Authority or Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the Data Protection Legislation as amended from time to time;

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

**Prohibited Act** means:

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

- (v) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

**Relevant Transfer** means a transfer of employment to which the Employment Regulations apply;

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 25.4;

**Replacement Funded Activities** means any activities which are the same as or substantially similar to any of the Funded Activities and which are provided in substitution for any of the Funded Activities after the expiry or termination or partial termination of this Grant Funding Agreement whether those services are provided by the Authority or a Third Party;

**Replacement Grant Recipient** means any third-party provider of Replacement Funded Activities (or, where the Authority is providing Replacement Funded Activities for its own account, the Authority);

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

**Special Payments** means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional;

**State Aid Law** means the law embodied in Articles 107- 109 of the Treaty on 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;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority;

**Trade and Cooperation Agreement** means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement);

**Unspent Monies** means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

**VAT** means value added tax chargeable in the UK;

**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.

2.2. In these Conditions, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;



- (ii) reference to a gender includes the other gender and the neuter;
- (iii) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (iv) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (v) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (vi) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (vii) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- (viii) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (ix) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

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

- 2.3.1. the Conditions set out within this Grant Funding Agreement;
- 2.3.2. Annex 1A – The Authority's Grant Funding Letter;
- 2.3.3. The Grant Award Criteria

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

- 3.1. The Funding Period starts on 1 April 2023 and ends on 31 March 2025 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on the Commencement Date but where this has not been possible, that they start no later than two (2) months after the Commencement Date.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.

If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on three (3) months' written notice to the Grant Recipient.

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

- 4.1. Subject to the remainder of this paragraph 4, the Authority shall pay the Grant Recipient an amount not exceeding £500,000 (five hundred thousand pounds) in each of the financial years 1 April 2023 to 31 March 2024 and 1 April 2024 to 31 March 2025. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.
- 4.5. The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period.
- 4.6. The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 25.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
  - 4.9.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
  - 4.9.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
  - 4.9.3. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
    - (i) the Grant will be used for Eligible Expenditure only; and

- (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

- 4.10. The Grant Recipient shall submit by the 15th Working Day of the month following the end of the relevant Instalment Period, the Grant Claim together with a copy of Annex 5 of these Conditions (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.
- 4.12. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.13. The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.10 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.14. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately or within any other timeframe specified by the Authority the sum will be recoverable summarily as a civil debt.
- 4.15. The Grant will be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Grant Recipient.
- 4.16. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.17. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.18. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.19. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1. The Authority will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
  - 5.2.1. Fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes.
  - 5.2.2. giving evidence to Parliamentary Select Committees;

- 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.5. providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.6. providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
- 5.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
  - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
  - 5.3.3. using the Grant to petition for additional funding;
  - 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - 5.3.5. input VAT reclaimable by the grant recipient from HMRC;;
  - 5.3.6. payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
- 5.4.1. contributions in kind;
  - 5.4.2. interest payments or service charge payments for finance leases;
  - 5.4.3. gifts;
  - 5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.4.5. 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;
  - 5.4.6. bad debts to related parties;
  - 5.4.7. payments for unfair dismissal or other compensation;
  - 5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient ;
  - 5.4.9. the acquisition or improvement of assets by the Grant Recipient; and
  - 5.4.10. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

## **6. GRANT REVIEW**

- 6.1. The Authority will review the Grant every 3 months of the Grant period (being a “**Review Period**”). The Authority will take into account the Grant Recipient’s delivery of the Funded Activities against the agreed outputs set out in Annex 6 of these Conditions by the Grant Recipient in accordance with paragraph 7.2 of these Conditions.
- 6.2. Each quarterly review may result in the Authority deciding that (for example a non-exclusive list includes):
  - 6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
  - 6.2.2. there should be an increase or decrease in the Grant for the subsequent Review Period(s);
  - 6.2.3. the outputs should be re-defined and agreed;
  - 6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
  - 6.2.5. the Authority should recover any Unspent Monies;
  - 6.2.6. the Grant be terminated in accordance with paragraph 25.11 of these Conditions.
- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraph 25.4 to 25.10 shall apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority’s decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority’s absolute discretion.

## **7. MONITORING AND REPORTING**

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2. The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 7.3. The Grant Recipient shall also provide the Authority with a quarterly report on the progress made towards achieving the agreed outputs. Where possible, the report will quantify what has been achieved by reference to the Funded Activities’ targets.
- 7.4. The Grant Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient’s fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.5. The Grant Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.

- 7.6. The Grant Recipient will notify the Authority as soon as reasonably practicable of:
- 7.6.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - 7.6.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 7.7. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its quarterly report:
- 7.7.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
  - 7.7.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.7.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **8. AUDITING AND ASSURANCE**

- 8.1. Within six months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor. Accompanied by the Grant Recipient's annual audited accounts.
- 8.2. The Authority may, at any time during and up to 7 years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient shall:
- 8.4.1. Nominate an independent auditor to verify the final statement of expenditure and income submitted to the Authority;
  - 8.4.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
  - 8.4.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.
- 8.5. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of 7 years from the date on which the Funding Period ends.
- 8.6. The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of 7 years from the date on which the Funding Period ends.
- 8.7. The Grant Recipient will promptly provide revised forecasts of income and expenditure:

- 8.7.1. when these forecasts increase or decrease by more than 10% of the original expenditure forecasts for any quarter; and/or
- 8.7.2. at the request of the Authority.

- 8.8. Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.
- 8.9. Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.
- 8.10. The Grant Recipient shall provide the Authority with copies of their annual return, accounts and charity annual return (as applicable) within five days of filing them at Companies House and/or the Charity Commissioner. If a Grant Recipient fails to comply with paragraphs 8.8 or 8.9 of these Conditions the Authority may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 25.3 of these Conditions.

## **9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing (if required by the Authority in writing time) or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 9.6. For the purposes of paragraph 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

## **10. CONFLICTS OF INTEREST**

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.

- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **11. CONFIDENTIALITY**

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
  - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

- 12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

## **13. STATUTORY DUTIES**

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
- 13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose



information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

#### **14. DATA PROTECTION AND PUBLIC PROCUREMENT<sup>1</sup>**

##### **Data Protection**

- 14.1. The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.
- 14.2. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding 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 any Personal Data as Joint Controllers.
- 14.3. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

##### **Public Procurement**

- 14.4. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.5. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

#### **15. SUBSIDY CONTROL<sup>2</sup>**

- 15.1. The Grant Recipient will ensure that delivery of the Funded Activities does not put the Authority in breach of the UK's international obligations in respect of subsidies.
- 15.2. The Grant Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Authority to comply

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<sup>1</sup> DRAFTING NOTE: DATA PROTECTION PROVISIONS SUBJECT TO FURHTER REVIEW AND CONFIRMATION

<sup>2</sup> THE AUTHORITY RESERVES THE RIGHT TO AMEND THESE CLAUSES DEPENDING ON WHO THE SUCCESSFUL APPLICANT IS

with the same and respond to any proceedings or investigation(s) into the Funded Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.

- 15.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Funded Activities being undertaken using the Grant do 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.
- 15.4. The Grant Recipient acknowledges and accepts that the Grant is awarded on the basis that the Funded Activities being undertaken using the Grant are, and will remain, non-economic activities. The Grant Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to cross-subsidise any economic activity.

## **16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects. This may include the Authority sub-licensing the IPR Material to any person who carries on activities the same as or similar to the Funded Activities, whether in replacement of or addition to the Grant Recipient, or who might benefit from the Funded Activities (or similar or identical activities).
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

## **17. ENVIRONMENTAL REQUIREMENTS**

- 17.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

## **18. INSURANCE**

- 18.1. The Grant Recipient will during the term of the Funding Period and for 3 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 18.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **19. ASSIGNMENT**

- 19.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 19.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

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

- 20.1. The Authority permits expenditure on advertising, communications, consultancy or marketing activities . expressly identified in the Funded Activities. For any other proposed expenditure, the Grant Recipient must seek permission from the Authority prior to any proposed expenditure on any ad hoc advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 20.2. The Grant Recipient will adopt procurement processes to ensure that any marketing, advertising, communications and consultancy expenditure carried out in connection with the Funded Activities will deliver measurable outcomes that meet government objectives to secure value for money.

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

- 21.1. The Grant Recipient must obtain prior written consent from the Authority before:

- 21.1.1. writing off any debts or liabilities;
- 21.1.2. offering to make any Special Payments; and
- 21.1.3. giving any gifts with a value of no more than £25 a year to any one individual,

in connection with this Grant Funding Agreement.

- 21.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

## **22. BORROWING**

- 22.1. In accordance with paragraph 17.10 and this 22, the Grant Recipient must obtain prior written consent from the Authority before:
  - 22.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and
  - 22.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

## **23. PUBLICITY**

- 23.1. The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.2 of these Conditions.
- 23.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

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

- 24.1. The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 24.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

## **25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

### **Events of Default**

- 25.1. The Authority may exercise its rights set out in paragraph 25.3 if any of the following events occur:
- 25.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
- 25.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
- 25.1.3. where delivery of the Funded Activities do not start within two (2) months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
- 25.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
- 25.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Annex 6 of these Conditions;
- 25.1.6. the Grant Recipient fails to:
- (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 25.3.4 or paragraph 6.2.4; or
  - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 25.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 25.1.8. the Grant Recipient fails to declare Duplicate Funding;

- 25.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 25.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 25.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 25.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 25.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
  - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 25.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 25.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 25.1.16. the European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol.
- 25.1.17. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered by reason of breach of the UK's obligations under the Trade and Cooperation Agreement or the terms of any UK subsidy control legislation;
- 25.1.18. The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 30.2;
- 25.1.19. The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- 25.1.20. will be materially detrimental to the Funded Activities and/or;
- 25.1.21. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;

25.1.22. the Authority believes that the Change of Control would raise national security concerns and/or;

25.1.23. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

25.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

#### **Rights reserved for the Authority in relation to an Event of Default**

25.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

25.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine; and/or

25.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

25.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or

25.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 25.4 to 25.10;

25.3.5. terminate the Grant Funding Agreement.

#### **Opportunity for the Grant Recipient to remedy an Event of Default**

25.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 25.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

25.5. The draft Remedial Action Plan shall set out:

25.5.1. full details of the Event of Default; and

25.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

25.6. 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 Grant Recipient.

25.7. 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 Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

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

25.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.

25.10. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 25.3.3 or 25.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

## **General Termination rights – Termination for Convenience**

- 25.11. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 25.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least four (4) months' written notice to the other Party.
- 25.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 25.13. In the event the Grant Funding Agreement is terminated in accordance with paragraph 25.11, the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 25.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

## **Change of Control**

- 25.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 25.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 25.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 25.17. Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 25.15 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 25.18. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 25.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within one (1) month of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
  - (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 25.19. The Authority shall not be entitled to terminate where an approval was granted prior to the Change of Control.

## **26. EXIT PLAN**

- 26.1.** Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three (3) months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 8 of these Conditions.

## 27. TUPe

27.1. The Grant Recipient agrees that no later than [12 months] prior to the expiry or termination of this Grant Funding Agreement and thereafter at intervals stimulated by the Authority (not to be more frequent than every 30 days), the Grant Recipient shall fully and accurately disclose to the Authority all staffing information reasonably required by the Authority including, but not limited to, the total number of staff assigned for the purposes of the Employment Regulations to the Funded Activities. This shall include, where relevant, the staff of any sub-contractor engaged by the Grant Recipient to deliver the Funded Activities (or part of the Funded Activities). For each person so identified, the Grant Recipient shall provide, in a suitably anonymised format so as to comply with the Data Protection Legislation, details of:

- a) the activities they perform;
- b) amount of working time assigned to the Funded Activities;
- c) date of birth;
- d) start date;
- e) length of continuous service;
- f) place of work;
- g) notice period;
- h) employment status;
- i) identity of employer;
- j) redundancy pay entitlement;
- k) salary, benefits and pension entitlements;
- l) any applicable collective agreement;
- m) copies of all relevant employment contracts and related documents;
- n) all information required under regulation 11 of the Employment Regulations or as reasonably requested by the Authority.

27.2. The Grant Recipient warrants the accuracy of the information provided under this clause and will notify the Authority of any changes to the information as soon as reasonably possible. The Grant Recipient consents to the Authority sharing the information provided under this clause to any prospective Replacement Grant Recipient.

27.3. In the [12 months] before the expiry of this Grant Funding Agreement, the Grant Recipient shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):

- a) change the identity and number of staff assigned to the Funded Activities other than in the ordinary course of business;
- b) amend or vary the terms and conditions of employment or engagement of any staff assigned to the Funded Activities other than in the ordinary course of business;
- c) terminate or give notice to terminate the employment or engagement of any staff assigned to the Funded Activities (other than in circumstances in which the termination is for reasons of misconduct or lack of capability).

27.4. The Grant Recipient will co-operate with the Authority in respect of any exit transition arrangements by allowing any Replacement Grant Recipient to communicate with and meet the affected employees or their representatives.

27.5. The Grant Recipient will indemnify the Authority and/or any Replacement Grant Recipient against any claim, losses, liability, expense or demand whether arising in contract, tort



(including negligence), breach of statutory duty, misrepresentation or otherwise arising from:

- a) its failure to comply with the provisions of this clause; and/or
- b) any claim by any employee or person claiming to be an employee (or their employee representative) of the Grant Recipient, and/or any sub-contractor of the Grant Recipient, which arises or is alleged to arise from any act or omission by the Grant Recipient, and/or any sub-contractor of the Grant Recipient, on or before the date of a Relevant Transfer.

27.6. The provisions of this clause apply during the term of this Grant Funding Agreement and indefinitely after it terminates or expires.

27.7. Notwithstanding any other provisions of this Grant Funding Agreement, for the purposes of this clause the relevant third party shall be able to enforce its rights under this clause, but their consent will not be required to vary these clauses as the Authority and the Grant Recipient may agree.

## **28. DISPUTE RESOLUTION**

28.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

28.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.

28.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of 10 days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

## **29. LIMITATION OF LIABILITY**

29.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

29.2. Subject to this paragraph 29, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **30. VAT**

30.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

30.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

**31. CODE OF CONDUCT FOR GRANT RECIPIENTS**

- 31.1. The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 31.2. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 31.3. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 25.1.18.

**32. NOTICES**

- 32.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

**33. GOVERNING LAW**

- 33.1. These Conditions will be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

**SIGNED by:**

**Donna Ward  
for and on behalf of the  
Secretary of State for Work  
and Pensions**

.....  
**Date**

**SIGNED by**

.....  
**Signature**

**[insert authorised  
signatory's  
name]**  
for and on behalf of **[insert  
name of Recipient]**

.....  
Title

.....  
Date

## ANNEX 1A – GRANT FUNDING LETTER

Date: 1 April 20[ ]

Dear *[insert name of Organisation's Senior Officer Responsible]*

### Reducing Parental Conflict (RPC) Evidence and Dissemination grant (EDG): GRANT OFFER AND TERMS AND CONDITIONS

Subject to Conditions of the grant funding agreement (in the form specified by the Authority) & the “Grant Funding Agreement”).

Congratulations on your successful application to deliver the EDG. Your application was successful because you received the highest overall score. This grant letter sets out how **Department for Work and Pensions** will fund you to deliver **this grant**.

I attach a formal “Offer of Funding” amounting to a maximum of **£1 million**. This is to deliver the minimum requirements of the scheme **for the EDG for the period 1 April 2023 to 31 March 2025**. Please read this document very carefully as it details what you can expect from us and what we in return, expect from you.

Should you have any questions about this grant offer please contact *[insert contact email address]*, or if urgent, by telephone on *[insert contact number]*.

Please confirm your organisation's acceptance of this grant offer by returning a signed, hard copy of this grant letter (pages X to XX) and the signed Grant Funding Agreement. In all cases this must be completed by the Senior Officer Responsible. Please ensure that you have signed the declaration on page X and completed the bank details form at **Annex X**. Please ensure that the completed document is sent by secure post.

No payments can be made until we have received the signed letter, signed Grant Funding Agreement and processed the bank details form. Subject to that, *[Insert name of authority]* will aim to make the first payment of the grant, as set out in **Annex X**, within XX-working days of receiving your correctly completed paperwork.

Yours sincerely

*[Insert electronic signature]*

*[Insert name of signatory]*

Enc.

## Offer of Funding

1. The Secretary of State for Department for Work and Pensions, in exercise of the powers conferred on him by Section 14 of the Education Act 2002 makes the following determination:

## Citation

2. This determination may be cited as the **Department for Work and Pensions RPC Evidence and Dissemination Grant 2023-2025**

## Purpose of the Grant

3. The purpose of the Grant is to provide funding to **[name of Recipient Organisation]** to support *the wider aims of the RPC Programme across three broad, but interlinked strands:*
  - a. *Produce and share evidence, guides and tools – to equip LAs with the resources to inform their RPC support.*
  - b. *Provide direct support to LAs – to help them improve and embed their RPC support.*
  - c. *Identify emerging areas of interest – to support DWP in increasing the reach of RPC into wider Family Policy areas.*

## Determination

4. The Secretary of State determines that a maximum of **£1 million** will be payable to the *[Name of recipient organisation]*, subject to compliance with the terms of this grant letter signed by *[name of recipient organisation]*.

## Grant Conditions

5. Pursuant to Section 14 of the Education Act 2002 the Secretary of State determines that the Grant will be paid **subject to compliance with the terms and conditions in the Grant Funding Agreement**.
6. *Department for Work and Pensions* reserves the discretion to vary these conditions and the right to either withdraw or reduce the funding if reasonably required, in line with the terms and conditions set out within.

Signed by authority of the Secretary of State for **Department for Work and Pensions**

*[Insert electronic signature]*

*[Insert name and address of signatory]*

*[Insert date]*

**ANNEX 1B – GRANT RECIPIENT APPLICATION**

[[Put in after application]]

## ANNEX 2 –THE FUNDED ACTIVITIES

This document has been developed by the DWP to set out our objectives for the Evidence and Dissemination Grant for 2023 to 2025 (2 years).

### **The Reducing Parental Conflict Programme**

Since 2017, the Authority has run the RPC Programme. This works to equip organisations which deliver family services with the tools they need to reduce conflict between parents or carers, (whether they are together or separated) to improve outcomes for children.

Not all conflict is damaging, but when conflict between parents is frequent, intense and poorly resolved, it can put children’s mental health and long-term outcomes at risk. Parental conflict is not domestic abuse, and the RPC Programme continues to work with stakeholders to highlight the differences between conflict and abuse in order to ensure that families experiencing domestic abuse are referred to the appropriate service.

The RPC Programme has developed over the course of its lifetime, and this development can be split into two phases:

#### **Phase 1 - 2017-2021: Building evidence and capability**

1. **Building evidence:** Testing specialist interventions and innovative approaches to providing parental conflict support.

In its first phase, the RPC Programme delivered seven RPC specialist interventions in 31 LA areas to test for efficacy. Alongside this, the Authority ran a Challenge Fund for organisations to test innovative approaches to support for specific groups of disadvantaged families and to test digital support. The Authority also worked with the Department for Health and Social Care and Public Health England (now Office for Health Improvement and Disparities) to integrate RPC support in whole family, whole system approaches to addressing alcohol misuse.

The evidence gathered from this first phase is helping to support services that work with families and to influence the Authority’s approach to the development of the RPC Programme.

2. **Building capability:** Providing training for LAs and senior leaders.

The Authority provides a flexible RPC training offer for LA staff, ranging from awareness level to train the trainer. Alongside this, the Authority provides small grants for local senior leaders to use to increase RPC awareness.

Previous grants for the purposes of evidence gathering and dissemination have been awarded up to £500,000 per year where the activities carried out with those grants gathered and disseminated evidence to support the RPC Programme.

#### **Phase 2 – 2022-2025: Building sustainability**

The Authority is now building on the Phase 1 achievements to embed RPC activity in the work of LAs and their partners. To do this, the Authority has provided funding to 151 Local Authorities in England to spend on improving their local RPC offer through an RPC Local Grant. The Authority is also launching a new Broadening RPC Support Challenge Fund, to

understand the specific needs of diverse families and to develop digital RPC support for parents to access independently.

See the [RPC Gov.UK](#) pages and the [Reducing Parental Conflict Hub](#) to learn more about the RPC Programme and the families it seeks to support.

### **The role of the EDG**

The Funded Activities for which the EDG Grant is to be used cover three broad, but interlinked strands, the EDG Grant Recipient will be expected:

1. To produce and share evidence, guides and tools – to equip LAs with the resources to inform their RPC support;
2. To provide direct support to LAs – to help them improve and embed their RPC support; and
3. To identify emerging areas of interest – to support the Authority in widening and increasing the reach of RPC into other Family Policy Areas.

Detail of the requirements under each of these strands is set out below, as well as the anticipated percentage of Grant Funding for each strand.

### **Requirements**

#### **1. Produce and share Products – to equip LAs and their partners with the resources to inform their RPC support. c. 40% of the grant value.**

There are two elements to this requirement:

##### a) Producing evidence, guides and tools

Core guides already exist for the RPC Programme, which the Authority is not looking to replicate, these are available at [Reducing Parental Conflict Hub](#). The specific details of the guides and their content must be agreed in advance with the Authority but these would need to be comprised of new material.

All Products must fulfil an identifiable need and could comprise items such as:

- Case studies on efficacy of interventions
- Best practice guides
- Evidence reviews

All Products should:

- lend themselves to adaptation to local circumstances by users with a focus on practical actionable proposals;
- include reference to and build on current guidance and knowledge;
- be inclusive and culturally sensitive, to facilitate support for a broad range of families; and
- be readily understandable for a non-specialist audience with limited time to read in-depth about different approaches.



In order to ensure the Products meet a need and reflect the latest evidence, the Grant Recipient will be required to:

- liaise with academics that work in the field, to ensure the Products are developed to include latest research findings
- Work with the Authority to ensure emerging learning is considered (it will be the responsibility of the Authority to provide this learning).

In order to inform further work, the Grant Recipient will be required to engage with the LAs and partners that use the Products, to help the Grant Recipient understand how the Products are used and to what effect.

b) Sharing and promoting learning and good practice

A key element of the Reducing Parental Conflict work is to communicate learning to a wide variety of services, organisations and other Government departments that work with disadvantaged families or have an interest in the work.

The Grant Recipient will be required to use a range of platforms and methods to disseminate learning and provide links between all those working in this area, working alongside the Authority where appropriate (e.g. any work with other Government departments). The Authority expects this to include a range of national and local face to face events and resources relating to specific topics and sectors.

**2. Provide direct support to LAs to help them improve and embed their RPC support c. 40% of the grant value.**

A key goal of the RPC programme is to embed this work in the business-as-usual activities of LAs and their multi-agency partners e.g. Public Health services or the Police. To do this, data is needed locally to show the current and potential longer-term impacts of the work.

The Grant Recipient will be required to:

- Support LAs and multi-agency partners on data gathering and analysis to determine the impacts of RPC support and training (e.g. through cost/benefit analysis);
- Support LAs and multi-agency partners to interpret relevant local and national findings, to help inform local decision-making; and
- Support LAs and multi-agency partners to engage specific sectors in the RPC work (e.g. health workers).

**3. Identify emerging areas of interest, to support the Authority in increasing the reach of RPC into wider Family Policy Areas. c. 10% of the grant value.**

Throughout the Funding Period, in addition to the specific requirements outlined above, the Authority expects the Grant Recipient to remain alert to wider societal themes and changes where parental conflict evidence and support may be beneficial. This is likely to include an understanding of:

- Family Policy Areas across government,

- Being alert to current and future factors that will influence these Family Policy Areas
- The impact this may have on RPC support and
- How RPC work can engage with wider Family Policy Areas (e.g. Supporting Families, Strengthening Families, Family Hubs, implementation of Care Review recommendations)

The Grant Recipient will be expected to respond with new and innovative approaches to increase the evidence base around RPC and improve the support available, including through influencing and potentially integrating with wider Family Policy Areas.

The Grant Recipient will be required to work closely with the Authority to agree these areas of interest and methods to address them.

The Authority anticipates up to 10% of the budget to be spent on this work and will need to agree how costs are apportioned to this work and the process for agreeing these activities in advance with the Authority without undermining the Grant Recipient's ability to respond.

**Up to 10% of the remaining budget will be allocated to reasonable incidentals in line with Cabinet Office Grants Functional Standards – see [Government Functional Standard GovS 015: Grants - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/functional-standards/govs-015-grants), such as:**

- Project management
- Administration
- Senior oversight
- Digital maintenance

### **Evaluation - Weighting & Scoring framework**

There are four judgement points which applications will be scored on which correspond to sections of the application form.

Each question in the judgement point will be marked out of 4 independently by at least three people in the Authority with the final score agreed at a moderation session.

4 is Excellent  
 3 is Good  
 2 is Satisfactory  
 1 is Poor

The scores awarded for each judgement point will be weighted to give an overall score for the Application ("**Overall Score**") out of 4.

Weighting will occur by taking the score for individual questions and multiplying it by the percentage weighting for that question. i.e. if an applicant scored 3 for:

- An outline of how the Applicant will deliver the EDG requirements including examples of Products the Applicant plans to create; an overview of activity that would support successful delivery of the requirements; and the rationale for this.

It would be multiplied by 10% for a final score of 0.3.

The below table provides an example:

Question	Weighting	Score (out of 4)	Weighted score	Potential max score
Q1	10%	3	0.3	out of 0.40
Q2a	8%	2	0.16	out of 0.32
Q2b	7%	1	0.07	out of 0.28
Q3a	8%	4	0.32	out of 0.32
Q3b	8%	2	0.16	out of 0.32
Q4	3%	3	0.09	out of 0.12
Q5	4%	2	0.08	out of 0.16
Q6	7%	4	0.28	out of 0.28
Q7a	9%	2	0.18	out of 0.36
Q7b	9%	1	0.09	out of 0.36
Q8	7%	3	0.21	out of 0.28
Q9a	3%	2	0.06	out of 0.12
Q9b	3%	4	0.12	out of 0.12
Q9c	2%	2	0.04	out of 0.08
Q10	10%	1	0.1	out of 0.40
Q11	2%	1	0.02	out of 0.08
		<b>Overall Score</b>	<b>2.28</b>	<b>out of 4</b>

In this example the applicant would have scored 2.28 out of a possible 4. The winning applicant will be the one with the highest Overall Score.

In the event of a tie the highest score on question 1 will be the winner, if still tied the highest scores will be compared sequentially through questions 10, 7a, 7b, 2a, 3a, 3b, 2b, 6, 8, 5, 4, 9a, 9b, 9c, and 11 with the first Applicant to have a higher score in the sequential sequence the winner. In the event the two highest scoring Applicants have identical scores the Applicants will be asked to individually do a 15 minute presentation to the Senior Official Responsible and two other officials not involved in the previous scoring on Question 1, with the winner being the one the Senior Official Responsible and officials judge best meets the consideration points.

The four Judgement Points are:

**Judgement Point 1:**

- Applicant to provide detail of how the Applicant would carry out the Funded Activities and ensure EDG requirements are met. Applicant should provide an outline and detail a clear rationale of how the Applicant will deliver the Evidence & Dissemination Grant (EDG) requirements and ensure the Funded Activities are successfully carried out - **Weighting 25%**.

<p><b>Judgement Point 2:</b></p> <ul style="list-style-type: none"> <li>Applicant to give a detailed overview of ‘what and how’ Funded Activities will be carried out and clear plans for staffing - <b>Weighting 30%</b>.</li> </ul>
<p><b>Judgement Point 3:</b></p> <ul style="list-style-type: none"> <li>Applicant (either alone or as part of a Cluster) to set out the experience and capability required to carry out the Funded Activities and meet the EDG requirements - <b>Weighting 25%</b>.</li> </ul>
<p><b>Judgement Point 4:</b></p> <ul style="list-style-type: none"> <li>Applicant to detail how the Funded Activities could be carried out and what budget/timelines they would need to do this as compared to their proposals as set out in Question 11 as well as any risks and mitigations they perceive in the delivery of their proposals. It is recognised these will not be final and the Authority will agree specifics with the Grant Recipient post-application. <b>Weighting 20%</b>.</li> </ul>

These Judgement Points will be assessed through the following questions which will make up the application form. There is a character limit of 6000 on the Find a Grant service. DWP suggest a word limit for each section any additional words will be disregarded:

Question No.	Question	Weighting	Word Count
<b>Judgement Point 1 (25% Weighting)</b>			
Q1	An outline of how the Applicant will deliver the EDG requirements including examples of Products the Applicant plans to create; an overview of activity that would support successful delivery of the requirements; and the rationale for this.	10%	1000
Q2	How connected the Applicant is with wider family support across the public sector and what experience the Applicant has of working in this area by answering the following 2 sub-questions:		
Q2a	What current or recent (i.e. within the last 2 years) experience does the Applicant have of working in Family Policy Areas (including Children’s Social Care)?	8%	500
Q2b	What experience does the Applicant have of understanding current family policy, anticipating change and responding to this?	7%	500
<b>Judgement Point 2 (30% Weighting)</b>			
Q3	An overview of the proposed delivery model – including what and how it will be delivered and by whom by answering the following two sub-questions:		
Q3a	Provide details of the Applicant’s existing network in local areas or, if it does not have	8%	500

	one, how the Applicant would go about creating one.		
Q3b	Detail what the Applicant's experience is in using a variety of communication methods to deliver key messages to an audience.	8%	500
Q4	Detail the amount of people resource the Applicant needs to deliver the requirements.	3%	250
Q5	Detail the Applicant's plans for staffing and clearly set out appropriate management arrangements	4%	250
Q6	How would the Applicant gather feedback on how the Applicant has carried out the Funded Activities and what feedback loops would the Applicant put in place to ensure the Applicant receives feedback from areas the Applicant will be working with and on any Products produced?	7%	500
<b>Judgement Point 3 (25% Weighting)</b>			
Q7	What internal expertise does the Applicant have to carry out the Funded Activities by answering the following two sub-questions:		
Q7a	What expertise does the Applicant have in gathering, analysing and interpreting data in order to determine impacts of activities and influence decision-making?	9%	1000
Q7b	What experience does the Applicant has of engaging with specific sectors including, for example Local Authorities, Public Health, Education?	9%	1000
Q8	Please detail the Applicants (individually or for each member of the cluster) organisational setup and how the Applicant has the expertise to carry out the Funded Activities and ensure EDG requirements are met.	7%	500
<b>Judgement Point 4 (20% Weighting)</b>			
Q9	Please detail how the proposal to deliver the Funded Activities and EDG Requirements as set out in Question 1 could be delivered by addressing the following three sub-questions:		
Q9a	Please set out what milestones the Applicant envisages in delivering their proposal, for example what period of set-up would be required, what frequency would they look to publish products or hold events, how long they would aim to work with specific Local Areas, etc.	3%	500

Q9b	Please detail any risks Applicant envisages in being able to carry out the Funded Activities and the Applicant's proposed mitigations of those risks, including issues related to delivery (including Local Authority Capacity), commercial, legal, finance and data sharing.	3%	500
Q9c	Please provide an explanation of how the Applicant would demonstrate the EDG requirements and Funded Activities are being successfully delivered, and if not what the proposed early exit strategy would be.	2%	500
Q10	Please detail the expected costs to carry out the Funded Activities and meet the EDG requirements (including VAT where appropriate) and the financial years within which the costs will fall including the total cost and detail of the breakdown of this cost over the financial periods 2023/24 and 2024/25, including how and over what periods the applicant would apply for release of the Grant Funding.	10%	1000
Q11	Please provide a summary of how the financial figures have been calculated and derived, including any key financial risks and mitigations.	2%	500

Score	Consideration Points
<b>4 – Excellent</b>	An excellent response that satisfies all of the following: a) Addresses all aspects of the question in an informed and comprehensive manner; b) Demonstrates a thorough understanding of the Funded Activities, Specification and local area family support systems, except for questions 10 and 11; c) Provides a robust approach to meeting the EDG requirements in accordance with the Specification, with strong supporting detail and evidence; and d) Provides the Authority with full confidence and no concerns that the potential Grant Recipient will meet the EDG requirements in full and in accordance with the Specification.
<b>3 – Good</b>	A good response that satisfies all of the following: a) Addresses all aspects of the question and is of a good standard;

	<p>b) Demonstrates a good understanding of the Funded Activities, Specification and local area family support systems, except for questions 10 and 11;</p> <p>c) Provides a methodical and good approach to meeting the EDG requirements in accordance with the Specification, with a good degree of supporting detail and evidence; and</p> <p>d) Provides the Authority with a good degree of confidence, but with very minor concerns, that the potential Grant Recipient will meet the EDG requirements in full and in accordance with the Specification.</p>
<p><b>2 - Satisfactory</b></p>	<p>A satisfactory response that satisfies all of the following:</p> <p>a) Addresses the majority of the question and is generally of a good standard but lacks information, evidence or detail in some areas;</p> <p>b) Demonstrates a reasonable understanding of the Funded Activities and Specification and local area family support systems, except for questions 10 and 11;</p> <p>c) Provides a reasonable approach to carrying out the Funded Activities in accordance with the Specification, with a reasonable degree of detail and evidence; and</p> <p>d) Provides the Authority with a reasonable degree of confidence, but with minor concerns, that the potential Grant Recipient will carry out the Funded Activities in full and in accordance with the Specification.</p>
<p><b>1 – Poor</b></p>	<p>A poor response that:</p> <p>a) Addresses some of the question but provides a poor level of information, evidence and/or detail; and/or</p> <p>b) Demonstrates a poor understanding of the Funded Activities and Specification and local family support systems, except for questions 10 and 11; with a lack of clarity, information, evidence and/or detail in key areas; and</p> <p>c) Provides an approach that fails to demonstrate that the Funded Activities would be carried out in accordance with the Specification and/or which lacks a reasonable degree of supporting detail or evidence; and/or</p> <p>d) Provides the Authority with a low degree of confidence that the potential Grant Recipient will carry out the Funded Activities in full and in accordance with the Specification</p>

## ANNEX 3 – PAYMENT SCHEDULE

**Table 1 – Activity costs [[to be completed following application]]**

Project management	£...		Q1-Q4	£...
Produce and share evidence, guides and tools	£...			
Direct Support to LAs				
Emergent areas				

Notes on costings:

1. Costings should be developed based on staff day rates for time spent on Funded Activities.
2. Day rates include staff costs (comprising salary, on-costs / benefits) and a proportion of organisational overheads and support staff as they relate to the project staff being funded.

**Table 2 – Quarterly payment schedule**

INSTALMENT	GRANT SUM PAYABLE (for actual spend on completion of agreed milestones)	PAYMENT DATE
		From approval of claim and performance review
<b>Quarter 1 (1 April – 30 June 2023)</b>		Within 30 days
<b>Quarter 2 (1 July – 30 September 2023)</b>		Within 30 days
<b>Quarter 3 (1 October – 31 December 2023)</b>		Within 30 days
<b>Quarter 4 (1 January - 31 March 2024)</b>		Within 30 days
<b>Quarter 5 (1 April – 30 June 2024)</b>		Within 30 days
<b>Quarter 6 (1 July – 30 September 2024)</b>		Within 30 days
<b>Quarter 7 (1 October – 31 December 2024)</b>		Within 30 days
<b>Quarter 9 (1 January - 31 March 2025)</b>		Within 30 days
<b>Total for Grant</b>	<b>£1,000,000</b>	





## ANNEX 4 – GRANT RECIPIENT'S BANK DETAILS

### Part 1: Grant recipient details

Name of Main Grant Holder

Address of Grant Holder

Grant Determination number

N/A

Grant name

RPC Evidence and Dissemination Grant 23-25

Reducing Parental Conflict Evidence and  
Dissemination Grant

Contact telephone number

### Part 2: Bank details

Bank / Building Society name

Account name

Branch name

Account number

Bank sort code

 -  -   
02

Account type

Building Society roll number

Branch address

### Part 3: Address for remittance advice

Choose one method only

Send our remittance advice by post

Postal address (if different from Part 1)

Postcode

Send our remittance advice via email

**Part 4: Authorised**

**signatories**

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

Nam

Position in the

Signatur

Dat

--	--	--	--

Nam

Position in the

Signatur

Dat

--	--	--	--

**Part 5: Grant recipient declaration**

To be completed by the person who signed the Grant Letter/ Grant Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

Nam

Signature *(the person who signed the*

Dat

e			
---	--	--	--

**Return this form to the address indicated in the Grant Letter, alongside a signed Grant Funding Agreement.**

**General Data Protection Regulation (2018): The information on this form will be recorded on the Authority's computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.**

## ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE

**[TBC BASED ON AGREEMENT BETWEEN THE SUCCESSFUL APPLICANT & THE AUTHORITY]**

## ANNEX 6 – AGREED OUTPUTS AND LONG TERM OUTCOMES

The Grant Recipient is required to achieve the following milestones and performance measures in connection with the Grant:<sup>3</sup>

### Agreed Outputs

1. Project management
  - a. ...
2. Produce and share evidence, guides and tools
  - a. ...
3. Direct Support to LAs
  - a. ...
4. Emergent areas
  - a. ...

[[to be completed following competition]]

### Milestones

Key milestone	Description	Start date	End date
Project management	Milestones under this category		
1. ...			
Produce and share evidence, guides and tools	Milestones under this category		
1. ...			
Direct Support to LAs	Milestones under this category		
1. ...			
Emergent areas	Milestones under this category		
1. ...			

Outputs will be delivered with the purpose of achieving the long-term outcome of progressing implementation of RPC work in local authorities, through working towards the following objectives:

- 95% of Upper-tier LAs in England are offering support for parents in their area at levels 1 and 2.
- 75% of Upper-tier LAs in England collect data on parental conflict in their area.
- 80% of LAs provide a specific offer at moderate level or specialist level.
- RPC is in the strategic plans (Early help) of 75% of LAs.

Each of the grant objectives supports a part of these objectives and beyond the standard performance management we will evaluate the success of the grant on whether it advances progress towards delivering these, through discussions with the LAs they directly support as well as more informal discussion with the LAs they indirectly support. We do not anticipate the grant will have a quantifiable impact on these objectives, but it unlocks the potential of the

<sup>3</sup> DRAFTING NOTE: TO BE INCLUDED BY THE AUTHORITY BASED ON THE SUCCESSFUL APPLICATION

£12m in 23/24 & 24/25 we will fund LAs for the RPC Local Grant by ensuring LAs have access to the information they need to make informed choices.

## ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	TBC
Position in organisation	
Email address	
Telephone number	
Postal address	

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	TBC
Name of contact	
Position in organisation	
Email address	
Telephone number	
Fax number	
Postal address	

Please inform the Authority if the Grant Recipient's main contact changes.

## **ANNEX 8 - EXIT**

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

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

### **General**

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

### **Exit Planning**

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

### **Assistance**

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

### **Assets Register**

9. The Grant Recipient shall maintain throughout the exit period of this Grant an asset register in accordance with the Terms and Conditions of the Grant Funding Agreement.



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

#### **Documentation and Access**

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

#### **Transfer Support Activities**

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

#### **TUPE**

14. The Grant Recipient shall comply with the requirements of clause 27 of this Grant Funding Agreement.