



**Department
for Work &
Pensions**

**citizens
advice**

DATED: 28 SEPTEMBER 2018

GRANT AGREEMENT

between

THE SECRETARY OF STATE FOR WORK AND PENSIONS

and

CITIZENS ADVICE



Department
for Work &
Pensions

Level 6, Riverside House,
2a Southwark Bridge Road,
London, SE1 9HA

[REDACTED]

28 September 2018

- Annex 8 – Programme Lead details
3. The Grant will fund the Recipient to deliver the Funded Activities in England and Wales as described in Annex 2 of the Agreement.
 4. Unless the context otherwise requires, capitalised expressions used in this Offer Letter shall have the same meaning as in the Conditions. In the event of any conflict between this Offer Letter and the Conditions, this Offer Letter shall prevail.

Accepting the offer

5. If you choose to accept the terms set out in this Offer Letter and the Conditions, you must sign the declaration below and return **both** the Offer Letter and the Conditions to the Authority. For the avoidance of doubt, we the Authority and you the Recipient have agreed that we or you may sign this Offer Letter by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each of our intentions to be bound by this Offer Letter as if signed by our manuscript signatures.

Payment of the Grant

6. If the Grant is to support work that is to be undertaken in partnership, sub-contracted, outsourced or used to procure services to deliver the Funded Activities through one or more other organisations (e.g. commercial suppliers, voluntary organisations, but excluding Local Offices) the Recipient should note that consent must be sought from the Authority in advance. The Authority will pay the Grant monies only to the organisation to which this offer is made i.e. the Recipient. The Authority will hold the Recipient responsible for the Grant, including any portion of that which is forwarded to other partners, commercial suppliers and organisations. Therefore the Recipient will need to ensure that the Grant money is spent appropriately and within the conditions of this offer.

End of the Grant Period

7. This Grant Agreement will expire on 31 March 2020. All Grant funding received during a Financial Year should be fully spent or committed by the end of that Financial Year in accordance with the budget profiles agreed with the Authority. Any unutilised grant funding will need to be reimbursed to the Authority, unless directed otherwise by the Authority by 30 April following the end of the Financial Year.

Special Conditions

8. The Grant will be paid on receipt of a signed copy of this Offer in accordance with the terms of Annex 6 and clause 4. The Recipient shall submit a quarterly report as detailed in Annex 5 of the Agreement.
9. The Recipient will work effectively and in a collaborative manner with the Authority to ensure quality and consistency across its delivery of the Funded Activities.

Contact Points and Questions

10. The person monitoring your work will be line managed by the Deputy Director Universal Credit/Support. Full contact details will be provided to the Recipient.
11. The Director for Universal Credit/Support, will be responsible for paying you the Grant, and for monitoring your compliance with our Grant conditions. Should you have any

questions about any of the matters mentioned in this letter, please feel free to email her at [REDACTED]

12. If you are in doubt about being able to meet any element of the Grant Agreement, you must seek our advice before indicating your formal acceptance. In order to signify your acceptance of this offer you should email your acceptance back to me immediately and have one copy of this letter signed and returned to me.

Yours sincerely



Peter Schofield

Permanent Secretary, Department for Work and Pensions

We have read and understand all the terms and conditions of this offer and we formally accept them on behalf of Citizens Advice.

Signed

(Chief
Executive)

Name

.....

Date

.....

Signed (Chair)

.....

Name

.....

Date

.....

ANNEX 1

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1. INTRODUCTION

- 1.1. The following terms and conditions apply to Citizens Advice ("the Recipient") which is receiving financial assistance from the Department for Work and Pensions acting through the Universal Credit Programme ("the Authority"). These conditions should be read in conjunction with the Grant Offer Letter issued by the Authority (the "Offer Letter") and annexed hereto. The terms and conditions set out in this document, together with the Offer Letter, and accompanying Annexes together comprise the agreement ("the Agreement") pursuant to which financial assistance (in the form of the Grant) is given by the Authority to the Grant Recipient.
- 1.2. The Grant Recipient should note that:
- (i) the Authority has the discretion inter alia under section 2 of the Employment and Training Act 1973;
 - (ii) the Authority will pay Grants in advance of need provided the Funded Activities are being delivered during the Funding Period; and will continue to be paid provided the Funded Activities continue;
 - (iii) no VAT is payable on Grants however HMRC will require VAT to be charged where the Department receives a benefit from it;
 - (iv) all references to "the Financial Year" refer, unless expressly indicated otherwise, to the Cabinet Office's own financial year, which runs from 1 April to 31 March; and
 - (v) failure to comply with the conditions of the Agreement may result in the Grant payments being suspended, reduced, reclaimed or withheld, and/or the Grant being withdrawn, without prejudice to any other civil or criminal sanctions which may be appropriate.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement the following terms will have the following meanings:

"Agreement" means this agreement comprising of the Offer Letter and the Annexes listed within the Offer Letter and attached hereto;

"Asset" means any assets that are to be purchased, developed, enhanced or constructed using the Grant, including land, buildings, plant, equipment or any other assets as appropriate in the relevant context;

"Authority" as defined in the Offer Letter;

"Award Date" means the date of the Offer Letter;

"Breach" means a failure to comply (by act or omission) with any term of this Agreement;

"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;

"Comptroller and Auditor General" means the leader of the National Audit Office in the United Kingdom;

"Conditions" means the terms and conditions in this Annex 1;

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

- (a) any information that ought reasonably to be considered as 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 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 clause 15);
- (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;

"Controller" has the meaning given to it in the GDPR;

"Data Protection Legislation" means the GDPR, the DPA, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended, supplemented or substituted from time to time;

"Data Subject" has the meaning given to it in the GDPR;

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

"DPA" means the Data Protection Act 2018 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;

"EIR" means the Environmental Information Regulations 2004;

"Eligible Expenditure" means expenditure in relation to the Funded Activities that complies in all respects with the eligibility rules set out under Eligible Expenditure & Ineligible Expenditure as referred to in clause 5;

"Exit Plan" means the plan required allowing for the cessation or transfer of the Funded Activities as set out at clause 36;

"Financial Distress" means circumstances where the Recipient is unable to pay its debts or has committed a material breach of its agreements with any creditors;

"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 this legislation;

"Funded Activities" as defined in Annex 2;

"Funding Period" means the period for which the Grant is awarded starting on the Award Date and ending on the Project End Date;

"GBER" means Commission Regulation (EU) N°651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty;

"GDPR" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

"Grant" means the sum or sums of money in GBP to be provided to the Recipient in accordance with this Agreement, as defined in the Offer Letter;

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

"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 this legislation;

"Ineligible Expenditure" means expenditure which is not Eligible Expenditure;

"Intellectual Property Rights" or "IPRs" means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semiconductor topography rights, trade and service marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information 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;

"Instalment Period" means the period referred to in the Payment Profile in respect of which an instalment of the Grant can be claimed for payment by the Recipient;

"KPIs" means the key performance indicators set out in Annex 4;

"Law" mean any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, rule of common law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation;

"Local Office" means a Local Citizens Advice

"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;

"Material Breach" means a breach of the Agreement (including an anticipatory breach) which is not minimal or trivial in its consequences;

"Maximum Sum" means the maximum amount of the Grant to be provided by the Authority to the Recipient for the Funded Activities as specified in the Offer Letter;

"Offer Letter" means the letter issued with these Conditions by the Authority setting out the particulars of the Project funded by the Grant;

"The Open Government Licence or "OGL" means the set of terms and conditions under which information providers in the public sector can license the use and re-use of their information;

"Party" or "Parties" means the Authority or Recipient or both;

"Payment Profile" means the expected timetable for making Grant payments as set out in Annex 6;

"Personal Data" has the meaning given to it in the GDPR;

"Personal Data Breach" has the meaning given to it in the GDPR;

"Pre-existing IPR" means all Intellectual Property Rights vested in or licensed to the Parties prior to the Award Date and/or created by the Parties independently of the Funded Activities;

"Procurement Regulations" means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Utilities Contracts Regulations 2016 and Defence and Security Public Contracts Regulations 2011;

"Programme" means the Authority's grants programme;

"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 this Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement;
- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

"Project" means the project described in the Offer Letter and throughout the Agreement;

"Project End Date" means 31 March 2020;

"Public Accounts Committee" the select committee of the British House of Commons which is responsible for overseeing government expenditures;

"Public Sector Internal Audit Standards" means HM Treasury's "Public Sector Internal Audit Standards" as amended from time to time. The current version is available here: <https://www.gov.uk/government/publications/public-sector-internal-audit-standards>.

"Recipient" as defined in the Offer Letter;

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

"Remedial Action Plan" means the agreed remedial plan of action developed by the Recipient and agreed by the Authority to remedy a KPI failure, as set out in clause 34.2.2;

"State Aid" has the meaning given in Article 107(1) Treaty for the Functioning of the European Union;

"Terms and Conditions" means the terms and conditions set out in this Agreement and upon which the Grant is payable;

"Unspent Monies" means any part of the Grant paid to the Recipient by the Authority which remains unspent and uncommitted;

"VAT" mean value added tax chargeable in the United Kingdom;

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

2.2. In this Agreement, unless the context otherwise requires:

2.2.1. the singular includes the plural and vice versa;

2.2.2. reference to a gender includes the other gender and the neuter;

- 2.2.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 2.2.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 2.2.5. 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**";
- 2.2.6. 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;
- 2.2.7. 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 this Agreement;
- 2.2.8. references to "**Clauses**" and "**Annexes**" are, unless otherwise provided, references to the clauses and annexes of this Agreement 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
- 2.2.9. the headings in this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement.

3. PURPOSE AND SCOPE OF GRANT

- 3.1. The Recipient shall use the Grant solely for the delivery of the Funded Activities and must not, without the prior written consent of the Authority, make any change to the Funded Activities. In the interest of a 'test and learn' approach, it is acknowledged that there may be changes to the Funded Activities at points during the agreement, but these will need to be agreed by both parties in writing. Neither of the parties will refuse or delay changes unreasonably.
- 3.2. The Authority may vary the Grant as a result of changes to the Funded Activities agreed by the Parties and following consultation with the Recipient regarding the variation. Any variation made under this clause 3.2 will not take effect until notified by the Authority to the Recipient in writing.
- 3.3. The Authority makes no commitment to renewing or continuing funding after the term of this Agreement. The Parties will begin a review of the Funded Activities six months prior to the Project End Date. This review will incorporate feedback from a wide range of stakeholders and will help the Authority to establish whether it is appropriate in all of the circumstances for a further grant to be made in respect of the Funded Activities following the expiry of this Agreement.
- 3.4. The Grant must not be used to fund activity which influences or attempts to influence Parliament, Government or political parties, to propagate a religion or belief, or to influence the awarding or renewal of contracts or grants, or to influence legislative or regulatory action.

- 3.5. Where the Recipient intends to apply to a third party for additional funding for the Funded Activities, the Recipient will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding.
- 3.6. Where, before or during the Funding Period, the Recipient receives any funding from any other source or person towards the Funded Activities, the Authority may, where that funding duplicates funding of the Grant, require repayment of the Grant (up to the amount of duplicate funding received) in accordance with clause 11.
- 3.7. The Recipient agrees and accepts that it will not apply for duplicate funding in respect of any part of the Grant for the Funded Activities or any related administration costs that the Authority has provided under this Agreement and that, without prejudice to any other rights or remedies of the Authority, it may be prosecuted for fraud should it dishonestly and intentionally make such an application to the Authority.
- 3.8. Unless the Agreement is terminated earlier in accordance with its terms and subject at all times to clause 30, the terms of this Agreement shall apply from the Award Date until the end of the Funding Period or for so long as any Grant remains unspent by the Recipient, whichever is longer.

4. PAYMENT OF GRANT

- 4.1. Subject to the terms of this Agreement and the remainder of this clause 4, the Authority shall pay the Grant to the Recipient in accordance with the Payment Profile.
- 4.2. The Grant will be paid only in respect of Eligible Expenditure incurred by the Recipient to deliver the Funded Activities and represents the Maximum Sum the Authority will pay to the Recipient under this Agreement. The actual amount of the Grant to be paid to the Recipient will be determined by the Eligible Expenditure incurred by the Recipient during the relevant Funding Period.
- 4.3. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Funded Activities.
- 4.4. No VAT is payable on grants.
- 4.5. Unless otherwise stated in this Agreement, payment will be made within 30 days of the Authority approving the Grant Recipient's request for payment. Such request shall be submitted by the cash request deadline for the relevant Instalment Period as specified in Annex 6 and subject to its approval by the Authority shall be paid by no later than the corresponding Authority payment deadline specified in Annex 6. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of the Grant howsoever arising.
- 4.6. Unless otherwise agreed by the Authority in writing, the Authority will not make payments of the Grant unless, or until the Authority is satisfied that:
 - 4.6.1. the Recipient will incur the costs being claimed and the Recipient shall not deliberately incur liabilities for Eligible Expenditure in advance of need, nor pay for Eligible Expenditure sooner than the due date for payment;
 - 4.6.2. the costs claimed are Eligible Expenditure; and

- 4.6.3. all Unspent Monies have been repaid to the Authority in accordance with clause 11.3.
- 4.7. Time for payment of the Grant claim will not be of the essence. The Authority will have no liability to the Recipient for any Losses caused by a delay in the payment of a Grant claim howsoever arising.
- 4.8. The Authority reserves the right not to pay any Grant claims which are not submitted within the relevant period referred to in clause 4.5. Incomplete and/or incorrect Grant claims, which include Grant claims without the full supporting documentation, will be returned unpaid.
- 4.9. The Recipient shall notify the Authority promptly if at any time it becomes aware that it is unable to make a Grant claim in accordance with clause 4.5.
- 4.10. The Recipient shall promptly notify and repay to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where the Grant has been paid in error before the Recipient has complied with all conditions it is required to comply with prior to receiving the Grant.
- 4.11. Without prejudice to the Authority's other rights, the Authority may at any time suspend payment of the Grant and/or terminate this Agreement by written notice to the Recipient in circumstances where the Authority is for any reason unable or not permitted to provide the funds. One month's notice will be given to the Recipient prior to withholding or withdrawing any funds.
- 4.12. Where the Recipient enters into a contract with a third party in connection with the Funded Activities the Recipient will remain responsible for settling payment in respect of those invoices. Third party invoices must not be submitted to the Authority for payment.
- 4.13. Onward payment of the Grant and the use of sub-contractors (subject to the Authority's prior written approval), shall not relieve the Recipient of any of its obligations under this Agreement, including any obligation to repay the Grant.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. All Eligible Expenditure must be claimed net of VAT that is recoverable from HM Revenue and Customs.
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- (i) 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;
 - (ii) giving evidence to Select Committees;
 - (iii) attending meetings with Ministers or officials to discuss the progress of a taxpayer funded grant scheme;
 - (iv) responding to public consultations, where the topic is relevant to the objectives of the grant scheme. This does not include spending government grant funds on lobbying other people to respond to the consultation;
 - (v) providing independent, evidence based policy recommendations to local government, departments or Ministers,

- (vi) 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 scheme.
- 5.3. The Grant Recipient must not deliberately incur liabilities for Eligible Expenditure in advance of need; nor pay for Eligible Expenditure sooner than the due date for payment.
- 5.4. The following non exhaustive list of costs are excluded from Eligible Expenditure and shall be treated as Ineligible Expenditure. The list below does not override activities which are deemed Eligible Expenditure in this Agreement:
 - (i) paid for lobbying, which means using grant funds 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;
 - (ii) using grant funds to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - (iii) using the Grant to petition for additional funding;
 - (iv) input VAT reclaimable by the Grant Recipient from HMRC;
 - (v) payments for activities of a political or exclusively religious nature;
 - (vi) goods or services that the Grant Recipient has a statutory duty to provide;
 - (vii) payments reimbursed or to be reimbursed by other public or private sector grants;
 - (viii) contributions in kind (i.e. a contribution in goods or services, as opposed to money);
 - (ix) depreciation, amortisation or impairment of fixed assets owned by the Grant Recipient outside of the Funded Activities;
 - (x) the acquisition or improvement of Fixed Assets by the Grant Recipient (unless the grant is explicitly for capital use – this will be stipulated in the Grant Offer Letter);
 - (xi) interest payments (including service charge payments for finance leases);
 - (xii) gifts;
 - (xiii) entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
 - (xiv) statutory fines, criminal fines or penalties; or
 - (xv) liabilities incurred before the issue of this funding agreement unless agreed in writing by the Funder.

6. ANNUAL GRANT REVIEW

- 6.1. The Grant will be reviewed annually and will take into account the Recipient's delivery (during the Funding Period) of the Funded Activities against the KPIs and/or agreed outputs set out in the Offer Letter. As part of the annual review the Authority will have regard to the reports produced by the Recipient in accordance with clauses 7.2 and 8.1.
- 6.2. Each annual review may result in the Authority taking one or more of the following steps:
 - 6.2.1. deciding that the Funded Activities and Agreement continue in line with existing plans;
 - 6.2.2. increasing or decreasing the Grant for the subsequent financial year;
 - 6.2.3. requiring the KPIs to be re-defined and agreed;
 - 6.2.4. requiring the Recipient to repay unspent or surplus Grant;
 - 6.2.5. terminate the Agreement; or
 - 6.2.6. any other action it deems reasonable in the circumstances.

provided that the Authority shall always consult with the Recipient before taking such a step(s).

- 6.3. The Recipient may make representations to the Authority regarding any decision made in accordance with clause 6.2. The Authority is not however obliged to take such representations into account.

7. MONITORING AND REPORTING

- 7.1. The 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 met and that the terms of this Agreement are being adhered to.
- 7.2. The Recipient must 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 in order for it to establish that the Grant has been used properly in accordance with this Agreement. Without prejudice to these obligations, the Recipient must also provide to the Authority within two weeks following each anniversary of the Award Date an annual report on:
- 7.2.1. the progress made towards achieving the agreed KPIs/outputs and the defined longer term outcomes set out in this Agreement and where possible will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 7.2.2. details of any Assets either acquired or improved using the Grant.
- 7.3. Where the Recipient has obtained funding from a third party for its delivery of part of the Funded Activities, the Recipient will include the amount of such funding in its financial reports together with details of what that funding has been used for, provided that where such third party funding duplicates all or any part of the Grant clauses 3.6 and 3.7 shall apply.
- 7.4. The Recipient will permit any person authorised by the Authority such reasonable access to its employees, agents, premises, facilities and records, as is reasonable, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and will, upon reasonable request by any such person, provide appropriate oral or written explanations from such employees or agents as required during the Funding Period and for a period of 2 years after the termination or expiry of this Agreement.
- 7.5. The Recipient will notify the Authority as soon as reasonably practicable of:
- 7.5.1. any financial, administrative or managerial difficulties that may hinder or prevent the Recipient from fulfilling its obligations under the Agreement;
 - 7.5.2. any actual or potential Material Breach (including changes to Funded Activities); and
 - 7.5.3. any change in the information on costs (whether actual or estimated) of carrying out the Funded Activities or any event which materially affects the continued accuracy of such information.
- 7.6. The Recipient will represent and undertake (and repeat such representations on delivery) that the reports and information it gives pursuant to this clause 7 are accurate and that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given.
- 7.7. If at any time the Recipient becomes aware that any of the reports and/or information it has given pursuant to this clause 7 are not full and accurate reports, it will:

- 7.7.1. notify the Authority as soon as reasonably practicable of the details of any error and/or omission within such reports and/or information; and
- 7.7.2. promptly provide the Authority with an updated version of any relevant documents with all such errors and/or omissions remedied.

8. ACCOUNTS AND RECORDS

- 8.1. The Recipient agrees that the Authority shall be entitled to audit the delivery and performance of the Funded Activities and/or request access to, or a report from, the Recipient's auditors on its audited accounts. Any such reports must be capable of being relied upon by the Authority, either by having the Authority as an express addressee, or by express statements of the fact therein. The Authority shall also be entitled to full access to the Recipient's records related to the Funded Activities on an open-book basis during the Funding Period and for a period of 2 years after the termination or expiry of this Agreement.
- 8.2. The Recipient will permit (and comply with) any surveys of management controls and systems, including internal audit reviews, as may be required by the Authority in relation to the Funded Activities.
- 8.3. The Recipient must present this Agreement, its Grant claims and records to verify the Grant claims to their external auditors/accountants for certification. The external auditors/accountants' report should state whether, in their opinion, the Grant paid to the Recipient, was applied in accordance with the Agreement.
- 8.4. The Recipient's chief executive (or equivalent) should ensure that the systems governing the Grant are subject to independent review.
- 8.5. The systems in place to govern the Grant should be appropriate to the size of Recipient organisation, the level of Grant, the length of the Funding Period, risk to the public funds provided and cost of the review. These arrangements may be reviewed by the Authority in line with the Public Sector Internal Audit Standards.
- 8.6. The Recipient shall, and shall ensure that any of its Representatives shall, at the request of the Authority permit (a) the Comptroller and Auditor General or appointed representatives; and (b) the Authority or its Representatives access at all reasonable times to all documents (including computerised documents and data) and other information connected to the Grant or the Funded Activities for the purpose of undertaking an audit.
- 8.7. Clause 8.6 does not constitute a requirement for the examination, certification or inspection of the accounts of the Recipient or its partners by the Comptroller and Auditor General under section 6(3) of the National Audit Act 1983. The Comptroller and Auditor General will seek access in a measured manner to minimise any burden on the Recipient and will avoid duplication of effort by seeking and sharing information with the Audit Commission, Wales Audit Office or Audit Scotland as appropriate.
- 8.8. Where this Agreement is for a term which is longer than one Financial Year, the Recipient must provide the following details to the Authority before the end of each Financial Year:
 - 8.8.1. a schedule of the Funded Activities and estimates of income and expenditure for the next Financial Year, together with forecast outturns for the current year;
 - 8.8.2. a statement setting out the total Grant agreed for the next Financial Year;
 - 8.8.3. details of any additional funding for delivery of the Funded Activities, other than the Grant, with full details of how it is to be spent;

- 8.8.4. the amount of the Grant and any additional funding held by the Recipient at the end of the Financial Year, including any Unspent Monies.
- 8.9. The Recipient will promptly provide the Authority with revised forecasts of income and expenditure:
 - 8.9.1. when these forecasts increase or decrease by more than 15% of the original expenditure forecasts; and/or
 - 8.9.2. at the request of the Authority.
- 8.10. The Recipient will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant received from the Authority and any income generated from the Funded Activities.
- 8.11. The Grant will be shown in the Recipient's separate accounting records as a restricted fund.
- 8.12. The Recipient will keep all original accounting records relating to the Funded Activities, including invoices, receipts, VAT records, accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any portion of the Grant to which they relate.
- 8.13. The Recipient will within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with such further information, explanations and documents as the Authority may reasonably require, in order for the Authority to establish that the Grant has been used properly in accordance with this Agreement.
- 8.14. Where the Recipient is a company registered at Companies House, the Recipient must file their annual return and accounts by the dates specified by Companies House.
- 8.15. Where the Recipient is a registered charity, the Recipient must file their charity annual return by the date specified by the Charity Commissioner.
- 8.16. The Recipient must 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. Without prejudice to the Authority's other rights, if the Recipient fails to comply with clauses 8.14 and/or 8.15 the Authority may suspend payment of the Grant at the Authority's discretion.
- 9. FINANCIAL MANAGEMENT**
 - 9.1. The Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft or any other impropriety or mismanagement in connection with the administration of the Grant, and will require that the internal/external auditors report on the adequacy or otherwise of that system. All cases of fraud, theft, impropriety or mismanagement (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Authority may then request their referral (which the Recipient is obliged to carry out) to external auditors and/or suspend Grant payments.
 - 9.2. The Recipient must be able to demonstrate that the systems of financial and manpower control, management and organisation will enable the Recipient to meet the Funded Activities and objectives of this Agreement.

- 9.3. The Recipient must comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by Government as applicable in relation to the Funded Activities.
- 9.4. The Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant or this Agreement or any rights under it, to another organisation or individual, unless it has obtained the Authority's prior written consent. For the avoidance of doubt, the Recipient shall not require the Authority's prior written consent to transfer any part of the Grant to a Local Office.

10. CONFLICTS OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES

- 10.1. The Recipient must have and will keep in place formal procedures that require the Recipient and its Representatives to declare any personal or financial interest in any matter concerning the Funded Activities and if a conflict of interest is identified the individual is to be excluded from any discussion or decision-making relating to the matter concerned.
- 10.2. The Recipient must inform the Authority immediately:
 - 10.2.1. if there are any grounds for suspecting mismanagement of the Grant or the use of Grant for any purpose other than those stipulated in this Agreement ("**Financial Irregularity**"); and
 - 10.2.2. of any event which interferes or threatens to materially interfere with the successful implementation of the Funded Activities, including credible suspicion of or actual fraud, corruption, money-laundering or any other financial impropriety ("**Financial Impropriety**"),and shall take timely action to investigate the potential Financial Irregularity or Financial Impropriety and keep the Authority informed about the progress of the investigation.
- 10.3. The Parties agree that each will have a zero tolerance approach towards Financial Irregularity or Financial Impropriety that may lead to the misuse of the Grant and the Recipient shall provide any assistance required by the Authority to recover such funds.
- 10.4. Where Financial Impropriety is suspected, the Recipient shall report its suspicions to the Authority's Anti-Fraud Unit and assist the Authority in any investigations it initiates in relation to the suspected Financial Impropriety.
- 10.5. In the event of any credible indications that funds may have been subject to Financial Impropriety, the Authority, may, at any time during the period of this arrangement and up to five years after the end of the term of this Agreement, arrange for additional investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by the Authority, or any of its duly authorised representatives (including third parties).
- 10.6. Where information is requested by the Authority as part of an investigation into Financial Irregularity or Financial Impropriety the Recipient cannot request any remuneration or benefits for any labour associated with fulfilling that request unless agreed in writing between the Parties.

- 10.7. Where Financial Irregularity or Financial Impropriety is alleged, the Authority reserves the right to suspend, withhold or withdraw the Grant and/or terminate the Agreement with immediate effect and to seek civil or criminal sanctions where appropriate.

11. WITHHOLDING, SUSPENDING OR REPAYMENT OF GRANT

- 11.1. Without prejudice to the Authority's other rights and remedies, the Authority may withhold or suspend payment of the Grant and/or require the Recipient to repay any Unspent Monies if any of the events set out in clause 34 arise.
- 11.2. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay any grant if, in the opinion of HMRC, it engages in tax evasion or aggressive tax avoidance.
- 11.3. Where all or a proportion of the Grant remains unspent:
- 11.3.1. at the end of a Financial Year;
 - 11.3.2. at the end of the Funding Period; or
 - 11.3.3. as a result of termination or breach of this Agreement,

all or a proportion of the Unspent Monies, as calculated by the Authority, must be repaid to the Authority within 10 Working Days of a written notice for repayment and, in the case of clause 11.3.1, must not be carried forward for use in the following Financial Year without the Authority's prior written approval.

- 11.4. Wherever under this Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Authority in respect of a Breach of this Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under this Agreement or under any other agreement or contract with the Authority.

12. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 12.1. In connection with this Agreement, the Recipient must obtain prior written consent from the Authority before:
- 12.1.1. writing off any debts or liabilities;
 - 12.1.2. offering to make any special payments; and
 - 12.1.3. giving any gifts.
- 12.2. The Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities and provide such record to the Authority within 2 Working Days of a written request.

13. BORROWING

- 13.1. The Recipient must obtain prior written consent from the Authority before:
- 13.1.1. borrowing or lending money from any source;
 - 13.1.2. charging or agreeing any security over any Asset; and/or
 - 13.1.3. giving any guarantee, indemnities or letters of comfort,

that relate to any of the conditions of the Agreement, or have any impact on the Recipient's ability to deliver the Funded Activities set out in the Agreement.

14. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 14.1. The Authority will notify the Recipient of any changes it requires to the Funded Activities.
- 14.2. The Recipient will endeavour to implement any changes to the Funded Activities as are agreed between the two Parties. Where the Recipient fails to implement the required changes, the Authority reserves the right to withhold or suspend Grant payments, or terminate this Agreement provided that this will only be in extremis and if escalation routes have failed to resolve any issues arising. One month's notice will be given to the Recipient prior to withholding or suspending any Grant payments.

15. CONFIDENTIALITY

- 15.1. Except to the extent set out in this clause or where disclosure or publication is expressly permitted elsewhere in this Agreement, each party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party.
- 15.2. The Recipient hereby gives its consent for the Authority to publish this Agreement in its entirety (but with any information which is Confidential Information belonging to the Authority redacted), including from time to time agreed changes to the Agreement.
- 15.3. Notwithstanding clause 15.1, either Party may without consent disclose the Authority's Confidential Information to its Representatives and sub-contractors, provided disclosure is only to Representatives and sub-contractors who are directly involved in the provision of the Funded Activities and who need to know the information, and shall ensure that such personnel and sub-contractors are aware of and shall comply with the Party's obligations as to confidentiality.
- 15.4. The Parties shall not, and shall procure that its Representatives and sub-contractors do not, use any of the other Party's Confidential Information received otherwise than for the purposes of the provision of the Funded Activities.
- 15.5. Clause 15.1 and 15.2 shall not apply to the extent that such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA and the EIR.
- 15.6. Nothing in clauses 15.1 to 15.5 shall prevent the Authority disclosing any Confidential Information obtained from the Recipient:
 - 15.6.1. for the purpose of the examination and certification of the Authority's accounts;
or
 - 15.6.2. for the purpose of any examination 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
 - 15.6.3. to any government department or any other body classified as a public sector body by the Office of National Statistics or its successors and the Recipient hereby acknowledges that all government departments or public sector bodies receiving such Confidential Information may further disclose the Confidential Information to other government departments or other public sector bodies on the basis that

the information is confidential and is not to be disclosed to a third party which is not part of any government department or any public sector body; or

15.6.4. to any consultant, contractor or other person engaged by the Authority,

provided that in disclosing information under clauses 15.6.3 and 15.6.4 above the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 15.7. Nothing in clauses 15.1 to 15.4 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under this 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.
- 15.8. Failure by the Recipient to comply with clauses 15.1 to 15.4 and clauses 15.9 and 15.10 shall constitute a Material Breach.
- 15.9. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the delivery of the Funded Activities under the Agreement, the Parties undertake to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 15.10. The Recipient will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the delivery of the Funded Activities under the Agreement and will keep a record of such breaches. The Recipient will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Recipient's obligations under clauses 15.1 to 15.4. The Recipient will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

16. TRANSPARENCY

- 16.1. The Recipient acknowledges that, in accordance with the Government's transparency principles, details of any Authority financial transaction over £25,000 will be published, including transactions associated with this Grant. The £25,000 threshold for publication may be changed at any time.
- 16.2. This Grant Agreement may not be published or made public by either party without the prior written consent of the other.

17. FREEDOM OF INFORMATION

- 17.1. The Recipient acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- 17.2. The Recipient shall:
 - 17.2.1. provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR;

- 17.2.2. transfer to the Authority all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 17.2.3. provide the Authority with a copy of all information belonging to the Authority requested in the request for information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such information; and
 - 17.2.4. not respond directly to a request for information unless authorised in writing to do so by the Authority.
- 17.3. The Recipient acknowledges that the Authority may be required under the FOIA and EIR to disclose information without consulting or obtaining consent from the Recipient. The Authority shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR. Before disclosing information which is commercially sensitive or confidential, the Authority will consult with the Recipient and will consider the Recipient's commercial interest but shall make its determination on disclosure in its own discretion in order to comply with its obligations under the FOIA and/or the EIR.
- 17.4. Where the Recipient is also subject to the FOIA and EIR and a request is received by the Recipient under such legislation, the Authority agrees to provide the Recipient with the necessary assistance reasonably requested by the Recipient in order to enable the Recipient to comply with its obligations under the FOIA and EIR. The Recipient shall notify the Authority within 5 Working Days of receiving a FOIA or EIR request relating to the Funded Activities and shall consider the Authority's views before responding to the request.

18. DATA PROTECTION

- 18.1. The Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities. To the extent that the Recipient and the Authority share any Personal Data for the purposes specified in clause 18.4, the Parties acknowledge that they are each separate independent Controllers in respect of such data.
- 18.2. The Recipient shall (and shall procure that any of its respective personnel shall) adhere to all applicable provisions of the Data Protection Legislation and not put the Authority in breach of the Data Protection Legislation.
- 18.3. On request from the Authority, the Recipient will provide the Authority with all such relevant documents and information relating to the Recipient's data protection policies and procedures as the Authority may reasonably require.
- 18.4. Subject to clause 18.6.2, the Recipient agrees that the Authority, its employees and contractors may use Personal Data which the Recipient provides about its staff and partners involved in the Funded Activities to administer the Project and/or the Programme, and to exercise the Authority's rights under this Agreement. Furthermore, the Authority agrees that the Recipient, its employees and contractors may use Personal Data which the Authority provides about its staff involved in the Funded Activities to manage its relationship with the Authority.

- 18.5. The Recipient agrees that the Authority may share details of the Grant, including the name of the Recipient's organisation, with the UK Government and that these details may appear on the Government Grants Information System database which is available for search by other funders.
- 18.6. The Authority and the Recipient shall:
 - 18.6.1. ensure that the provision of Personal Data to the other party is in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects); and
 - 18.6.2. ensure that it only shares Personal Data with the other party to the extent required in connection with Project and the Programme.
- 18.7. Where a party (the "**Data Receiving Party**") receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data shared pursuant to this Agreement:
 - 18.7.1. the other party shall provide any information and/or assistance as reasonably requested by the Data Receiving Party to help it respond to the request or correspondence, at the Data Receiving Party's cost; or
 - 18.7.2. where the request or correspondence is directed to the other party and/or relates to the other party's Processing of the Personal Data, the Data Receiving Party will:
 - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
 - (b) provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 18.8. Each party shall promptly notify the other party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Agreement and shall:
 - 18.8.1. do all such things as reasonably necessary to assist the other party in mitigating the effects of the Personal Data Breach;
 - 18.8.2. implement any measures necessary to restore the security of any compromised Personal Data;
 - 18.8.3. work with the other party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 18.8.4. not do anything which may damage the reputation of the other party or that party's relationship with the relevant Data Subjects, save as required by Law.
- 18.9. Without limiting any other provision of this clause 18, each of the Parties shall, on request, provide such information and assistance as is reasonably requested by the other party to assist the other party in complying with the Data Protection Legislation in respect of the Personal Data.
- 18.10. The Authority and the Recipient shall not retain or process Personal Data for longer than is necessary to perform the respective obligations under this Agreement.
- 18.11. The Recipient will notify the Authority of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.

19. HUMAN RIGHTS

- 19.1. The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the HRA in the performance of this Agreement as if the Recipient were a public body (as defined in the HRA).
- 19.2. The Recipient shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the HRA.

20. PREVENTION OF BRIBERY

- 20.1. The Recipient shall:

- 20.1.1. not, and shall procure that its staff, agents, consultants and sub-contractors shall not, in connection with this Agreement, commit a Prohibited Act;
- 20.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 20.1.3. comply with the Authority's anti-bribery policies, as updated from time to time and notified to the Recipient;
- 20.1.4. have and shall maintain throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clauses 20.1.1, 20.1.2 and 20.1.3;
- 20.1.5. promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Recipient in connection with the Funded Activities;
- 20.1.6. immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Recipient or acquires a direct or indirect interest in the Recipient, and the Recipient warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;
- 20.1.7. if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- 20.1.8. within one (1) month of the Award Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Recipient) compliance with this clause 20 by the Recipient and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Recipient shall provide such supporting evidence of compliance as the Authority may reasonably request.

- 20.2. For the purpose of this clause 20, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 20, a person associated with the Recipient includes any agent, delegate or subcontractor of the Agent.

21. PROCUREMENT LAW, STATE AID AND VALUE FOR MONEY

- 21.1. The Recipient shall adopt such policies and procedures that are required in order to ensure that value for money has been obtained in any procurement of goods or services funded by the Grant.
- 21.2. Where the Recipient is a “contracting authority” within the meaning of the Procurement Regulations the Recipient warrants that it will comply, as necessary, with the applicable Procurement Regulations when procuring goods and services.
- 21.3. Where the Recipient reasonably considers that there is an objective justification for not complying with Procurement Regulations and seeks to rely on such a justification, it will seek prior written approval from the Authority, setting out the reasons for non-compliance in a structured business case.
- 21.4. The Recipient will take all reasonable steps to ensure that it will use the Grant in accordance with State Aid law including ensuring any awards made from the Grant are compatible with State Aid law. The Recipient shall hold such documentation as is necessary (including documentation from the award recipients) to ensure compliance with State Aid law.
- 21.5. Where the Authority determines that a Grant to the Recipient would constitute State Aid, the Authority and the Recipient acknowledge that any such Grant will only be payable if:
 - 21.5.1. it is granted under the ‘de minimis’ exemption and the Recipient has not received funding from a public body in the three years prior to the date of the Grant that would aggregate with the Grant to exceed the permitted threshold; and/or
 - 21.5.2. it is granted under an exemption under the GBER.
- 21.6. The Recipient shall inform the Authority immediately if it receives or intends to receive any public funding within three years from the date of the final payment of this Grant which will or may constitute further State Aid.
- 21.7. Notwithstanding the other provisions in this Agreement, the Recipient shall immediately repay any funding together with any interest which, in the Authority’s absolute discretion, may constitute unlawful State Aid. The interest shall be calculated in accordance with applicable guidelines published by the European Commission (or its successor following the UK’s exit from the European Union).

22. INTELLECTUAL PROPERTY RIGHTS

22.1. Save as expressly granted elsewhere in this Agreement the Recipient will retain:

22.1.1. its Pre-existing IPR; and

22.1.2. IPR created by it during the period of the Grant relating to or resulting from the Funded Activities, except where such IPR is vested in the Authority pursuant to clause 22.2.2.

22.2. The Authority will retain:

22.2.1. its Pre-existing IPR; and

22.2.2. IPR in all reports, materials and other documents produced by the Authority or the Recipient to monitor the Grant and the delivery of the Funded Activities.

22.3. Other than as expressly set out in this Agreement, 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.

22.4. The Recipient grants to the Authority a non-exclusive, royalty-free, sub-licensable, worldwide, perpetual and irrevocable license to use the IPR referred to in clause 22.1.2 for the purposes of supporting other projects.

22.5. Ownership of third party software or other IPR necessary to deliver Funded Activities will remain with the relevant third party.

22.6. The 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 Recipient will obtain and maintain all appropriate licences to use the third party software.

23. INSURANCE

23.1. The Recipient will during the term of the Agreement and for 6 years after termination or expiry of this Agreement ensure that it has and maintains at all times adequate insurance with an insurer of good repute to cover claims under this 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 this Agreement.

23.2. The 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 Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

24. LIMITATION OF LIABILITY

24.1. Where the Recipient receives more than 25 per cent of the Recipient's total income from public funds, the Recipient will notify the Authority.

24.2. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient 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 employees, agents, officers or sub-contractors with respect to all Losses arising from or incurred by reason of the actions

and/or omissions of the Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

Subject to clause 24, the Authority's liability under this Agreement is limited to the amount of Grant outstanding.

25. PUBLICITY

- 25.1. The Recipient will acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Authority as the source of the Grant and will show the Recipient's related expenditure as a restricted fund under the Funded Activities in the Recipient's annual accounts.
- 25.2. If using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.
- 25.3. The 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.

26. ENVIRONMENTAL REQUIREMENTS

- 26.1. The 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.
- 26.2. The 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.
- 26.3. The 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 Recipient shall endeavour to reduce fuel emissions wherever possible.

27. DISPOSAL OF ASSETS, CHANGE OF USE AND ASSIGNMENT

- 27.1. For the Funding Period and during a period of five (5) years following the expiry or termination of this Agreement, the Recipient must not sell, lease, rent, loan or otherwise dispose any Assets over the value of £2,000 that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant unless:
 - 27.1.1. the Asset can be sold for its full current market value; and
 - 27.1.2. prior permission has been obtained from the Authority in writing.
- 27.2. The Recipient must not sell any Asset below market value without prior written permission from the Authority.
- 27.3. Any proceeds from the Disposal of any Asset will be surrendered to the Authority in full, unless otherwise agreed by the Authority.

28. Not used

29. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

29.1. As part of the government's efficiency and reform programme, public funding for marketing, advertising, communications and consultancy is closely controlled. The Recipient must seek permission from the Authority prior to any proposed expenditure in these areas, either in connection with, or using funding provided, under this Agreement. A complete list of the controlled activities can be found at <https://www.gov.uk/government/publications/cabinet-office-controls>. For the avoidance of doubt, the Authority grants this permission to the Recipient for the duration of this Grant.

30. SURVIVAL

30.1. The following clauses, and any other provision of this Agreement which expressly or by implication is intended to continue in force after expiry or termination of this Agreement, shall remain in full force and effect: 2, 3, 7.4, 8, 9, 10, 11, 15, 16, 17, 18, 20, 22, 23, 25, 27, 32, 34, 38, 39, 41 and 42.

31. NO PARTNERSHIP OR AGENCY

31.1. This Agreement shall not create any partnership or joint venture between the Authority and the Recipient, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

32. JOINT AND SEVERAL LIABILITY

32.1. Where the Recipient is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

33. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

33.1. This Agreement does not and is not intended to confer any contractual benefit on any other person not Party to it pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

34. TERMINATION

34.1. Either Party may terminate this Agreement at any time by giving at least 3 months' written notice to the other Party.

34.2. The Authority may by written notice to the Recipient terminate this Agreement by giving a minimum of one months' notice to the Recipient if any of the following events occur:

34.2.1. The Recipient intends to use, has used in the past, or uses the Grant for purposes other than those for which they have been awarded;

34.2.2. The Recipient fails to comply with the KPI targets of this Agreement as updated from time to time for more than three (3) consecutive months, or three (3) months in any six (6) month rolling period and:

a) following the implementation of a Remedial Action Plan the Authority considers that the KPI failure persists; or

- b) the KPI failure has not been remedied to the satisfaction of the Authority; or
 - c) the KPI failure reoccurs within a subsequent 6 month period from the date of approval of the Remedial Action Plan;
 - 34.2.3. the Recipient is, in the reasonable opinion of the Authority, delivering the Funded Activities in a negligent manner;
 - 34.2.4. the Recipient obtains duplicate funding from a third party for the Funded Activities in breach of clauses 3.6 and 3.7;
 - 34.2.5. the Recipient obtains funding from a third party which, in the reasonable opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
 - 34.2.6. the Recipient provides the Authority with any materially misleading or inaccurate information;
 - 34.2.7. the Recipient commits a Prohibited Act;
 - 34.2.8. the Authority determines (acting reasonably) that any director or employee of the Recipient has:
 - a) acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of the Authority; or
 - b) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute;
 - 34.2.9. the Recipient transfers, assigns or novates to any third party, or encumbers in any way, the Grant without the Authority's consent;
 - 34.2.10. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 34.2.11. the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - 34.2.12. the Authority considers, in its absolute discretion, that the Grant constitutes unlawful State Aid;
 - 34.2.13. the Recipient commits a Material Breach of the Agreement.
- 34.3. In the event of a Breach (other than a Material Breach), the Authority may serve a notice on the Recipient requiring remedial action to be taken within a period as specified by the Authority (such period not more than 20 Working Days). If the Breach is not remedied within the period specified by the Authority, the failure to remedy the Breach will amount to a Material Breach.
- 34.4. In the event a change of government or in policy direction, this Agreement may be terminated by the Authority with one month's notice in writing (such notice period as the Authority determines will be reasonable in all the circumstances).
- 34.5. The Recipient may by written notice to the Authority terminate this Agreement at any time with immediate effect in the event that any claim or claims by a third party which alleges that the Recipient or any Local Office delivering the Funded Activities inherits liabilities to the third party as employee ("Claims") are received by the Recipient or any Local Offices delivering the Funded Activities if the Authority and Recipient are unable to resolve such Claims within 10 Working Days PROVIDED THAT both Parties will use reasonable endeavours to find a solution to any and all Claims received before termination takes effect.

35. CONSEQUENCES OF TERMINATION AND SUPPORT FOR TRANSFER OF RESPONSIBILITY

- 35.1. If the Authority terminates this Agreement in accordance with clause 34.1, the Authority will pay the 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 Recipient and will be subject to the Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable or whether they are even payable altogether will be determined solely by the Authority.
- 35.2. The Authority will not be liable to pay any of the Recipient's costs or those of any contractor/supplier of the Recipient related to any transfer or termination of the employment of any employees engaged in the provision of the Funded Activities.
- 35.3. Upon receiving notice of termination from the Authority, the Recipient will review, amend and implement the agreed Exit Plan or equivalent with the Authority.
- 35.4. The Recipient will repay any Unspent Monies to the Authority within 10 Working Days of receiving written notice from the Authority in accordance with clause 11.3.
- 35.5. Save as otherwise expressly provided in the Agreement, termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry.

36. EXIT PLAN

- 36.1. The Recipient will prepare and submit an Exit Plan to the Authority for approval within the first three months of signing the Offer Letter or within a timescale proportionate to the Funding Period, whichever is shorter, to allow the cessation or seamless transfer of the Funded Activities.
- 36.2. The Authority will review the Exit Plan and within ten (10) Working Days of receipt either confirm its agreement to the Exit Plan or propose amendments. If the Recipient does not agree to the Authority's proposed amendments, the Parties' Representatives will meet in good faith to negotiate and agree the Exit Plan.

37. RECIPIENT PERSONNEL

- 37.1. The Recipient will ensure that all staff (including replacement staff as required from time to time) involved in the delivery of the Funded Activities have the appropriate qualifications and experience.
- 37.2. The Recipient will ensure safeguarding policies and procedures, including appropriate vetting of its employees, are carried out in accordance with good industry practice and following any reasonable instructions from the Authority.

38. RESEARCH & EVALUATION

- 38.1. The Authority may itself or through a third party undertake research and evaluation exercises of the Funded Activities. The Recipient shall cooperate with the Authority and/or any such third party by responding to requests for information, surveys and questionnaires and by providing access to its employees and sub-contractors as may be required by the Authority and/or the selected third party. The results of any research and

evaluation will be handled in such a way that they do not identify individual respondents, unless consent is obtained.

39. DISPUTE RESOLUTION

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

39.2. All disputes and complaints (except for those which relate to the Authority's right to withhold, suspend, or withdraw funds or terminate this Agreement) shall be referred in the first instance:

39.2.1. For the Authority, the Grant Manager; and

39.2.2. For the Recipient, relevant staff member responsible for managing the Grant.

39.3. If the dispute cannot be resolved between the relevant individuals referred to in clauses 39.2.1 and 39.2.2 within a maximum of 60 days, then the matter will be escalated to a formal meeting between the Grant Manager and the Recipient's chief executive (or equivalent).

39.4. Without prejudice to any other rights or remedies that the Authority may have, the Authority reserves the right to seek injunctive or other appropriate relief for sufficiently serious, time-critical, actual or anticipated Breach.

40. AMENDMENT OR VARIATION OF THE AGREEMENT

40.1. No amendment or variation to this Agreement will be effective unless it is in writing, agreed and signed by the Parties (or their duly authorised representatives).

41. NOTICES

41.1. All notices and other communications in relation to this 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 the Offer Letter or otherwise notified in writing. 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.

42. GOVERNING LAW

42.1. This Agreement 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.

ANNEX 2 -The Funded Activities

1. The Recipient will:

1. Provide 'Help to Claim' service
2. Every claimant who requests support from Citizens Advice receives it in line with volume projections. If volumes are 50% higher or lower than projected, the parties will review the position.
3. Commits to working alongside the Authority in the design and development of the service
4. Mobilise quickly and establish testing approaches at pace to drive improvements to services offered.
5. Maximise the centralised funding to deliver a quality service, UK wide that demonstrates value for money through vigorous performance management via the collation and monitoring of management information.
6. Provide a quality assurance process and management information to feed back into the Authority which focuses on the quantitative and qualitative outcomes.
7. Provide a national coverage across all localities, in England, Wales (including capability to support Welsh speaking claimants) providing a consistent and quality service, irrespective of the location. This should include consistent service delivered locally across all channels (Face to Face, Telephony, Digital solutions) from locations within close proximity to all Jobcentres;
8. Immediately improve on the service offered to claimants.
9. Use their trusted and quality brand to promote and market the Funded Activities locally to meet the required volumes.
10. Provide sound and quality advice to support public services, particularly in relation to benefits, welfare, employment and personal finance.
11. Use their established strong links with other organisations providing support and advice in relation to social welfare including, drugs, alcohol, mental and physical health as well as housing and social care.
12. Establish an efficient and effective referral process which tracks the claimant through their support (managing support across geographical and Local Authority jurisdictions where required) that includes referrals from Jobcentres, Local Authorities, other support organisations and third sector partners.
13. Be based on actual cost expenditure, delivering no profit to the provider for operating the scheme.

2. Programme reporting metrics

- a. As a minimum the Recipient will provide quarterly activity based performance metrics. These metrics must be included in any agreement with an external provider.

3. Recipient's Responsibilities

The Recipient shall:

- a) appoint a Programme Manager to oversee the work and liaise with and report to the Grant Manager;
- b) Fulfil the quarterly report requirements as referenced in Annex 5;
- c) Meet the KPIs that the Recipient has themselves put in place as referenced in Annex 4;
- d) Perform quality assurance on all aspects of the programme as referenced in Annex 4;
- e) Evidence their costs in a transparent and timely manner.

4. Authority's Responsibilities

The Authority shall:

- f) Provide information on who is the Senior Responsible Officer;
- g) Provide funding as agreed in a timely manner;
- h) Provide Authority evidence and data needed to deliver the funded activities;
- i) Provide access to Authority information, guidance and tools to allow the development of delivery materials for the funded activities.

Routes in to the service	Service elements	Channel options
Citizens Advice <div>Local Citizens Advice</div> <div>National Citizens Advice (online, live chat, phone)</div>	<div>[Redacted]</div> <div>[Redacted]</div>	<div> Face-to-face Live chat and messaging Phone </div>
Government <div>Jobcentre</div> <div>Local authority</div> <div>GOV.UK</div>	<div>[Redacted]</div> <div>[Redacted]</div> <div>[Redacted]</div>	<div> Face-to-face Live chat and messaging Phone </div>
External <div>Other advice agency</div> <div>Other support organisation</div>	<div>[Redacted]</div> <div>[Redacted]</div> <div>[Redacted]</div>	<div> Face-to-face Live chat and messaging Phone </div>

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]

5. [REDACTED]
6. Channels and locations: Support is delivered across multi-channels to increase accessibility and meet support needs. [REDACTED]
7. [REDACTED]
8. Other service elements:
9. The service is built to mirror and complement UC principles, including test and learn. To support this there will be continual test, evaluation and improvement - with real time data monitoring delivered throughout.
10. [REDACTED]
11. This approach will also inform the development of and continuous improvement of digital content and tools, service design, training, marketing and materials.

ANNEX 4 – Key Performance Indicators

Performance and quality will be measured through the use of Key Performance Indicators and through the reporting of additional Performance Indicators. Citizens Advice have agreed to report against these on a quarterly basis.

In Year 0, KPIs will apply to those piloting the service. Those who are providing additional support to November and December roll out areas will be closely monitored through the reporting of Performance Indicators. At the start of Year 1, KPIs will be fully in place for all those delivering the service, with additional Performance Indicators continually monitored and reported.

Through this, we'll measure volumes of work undertaken by drawing on live information recorded in our case management system and platforms. For phone and webchat this will also allow us to understand level of demand met, levels of calls and chats abandoned, average contact handling times, and speed to answer.

The Key Performance Indicators are:

Quality: 80% of cases score 2 or 3

To ensure quality support is in place, in our face to face delivery work undertaken will be in scope for our Quality of Advice Assessment process. This is an ongoing quality assurance scheme, it involves each local office undertaking quality reviews (undertaken by someone independent of the person giving the advice) of a statistically robust sample of cases (all subject areas) against a nationally defined set of quality requirements and standards, and using a nationally defined case scoring scheme - cases can be scored 0,1,2 or 3, with only 2 or 3 being deemed pass scores. The reviews are reported quarterly to national Citizens Advice who in turn assess a sample of cases for each local office to test the reliability of the scoring of locally reviewed cases.

For phone and chat delivery, all work will be quality assured by national Citizens Advice quality assessors. They will quality check a statistically robust sample of cases monthly, against a nationally defined set of quality requirements and standards, and using a nationally defined case scoring scheme - cases can be scored 0,1,2 or 3, with only 2 or 3 being deemed pass scores. Any identified under performance at a local office level will result in them being required to undertake corrective action, which will be monitored through to conclusion by national Citizens Advice.

Demand:

This will be based on the number of people helped by the service. The demand pilot in the initial phase will help determine this KPI which will be agreed between the Recipient and the Authority. Therefore, in the initial phase, demand will be a performance indicator reported rather than a KPI.

Customer Satisfaction: 80% - satisfied with service overall; ease of access; would recommend

After each contact, if a client gives consent, we will follow up with them to understand their experience of the service. This will be done by email, SMS or follow up call.

Additional PIs reported

- Volumes - by level of support
- Proportion of original forecast demand met - by level of support

- Average number of issues per client
- Proportion of clients accessing service by each identified route
- Client outcomes e.g. additional financial gain

ANNEX 5 – Reporting Requirements

The following must be contained within the quarterly reports:

- i. evidence of completion or progress made against the Project; milestones and deliverables as set out in Annex 7, including all data and evaluation outputs as specified;
- ii. a breakdown of net expenditure to date including relevant supporting documentation if requested;
- iii. a breakdown of the current financial position of the Project, including any anticipated changes to the Payment Profile;
- iv. if applicable, any change in the nature or scale of the Project, including an assessment of any change in the prospects of successfully completing the trial;
- v. if applicable, any change in the management or staffing of the Project;
- vi. if applicable, details of any Assets either acquired or improved using the Grant.

2. Midpoint evaluation report

- a. The Grant Recipient shall submit a Mid-point Evaluation Report to the agreed timeline as set out in Annex 7.

3. Final Project Report

- b. The Grant Recipient shall submit a Final Project Report at the conclusion of the Project. This report should include, but is not limited to:
 - i. a full financial statement detailing the use of the Grant;
 - ii. a discussion of lessons learned and assumptions made in the course of the Project;
 - iii. an overview of any changes made to the Project from inception to completion, with explanations of why changes were made.

4. Ad hoc reporting

- a. The Grant Recipient will provide to the Authority, in a timely manner, any data collected during the Project that is requested on an ad hoc basis.

ANNEX 6 – Payment Profile**Recipient Financial
Report/cash request
deadline**On 20th of previous month to start of quarter (with
forecast for last 10 days included))**Authority payment
deadline**

By 10 of month at start of quarter

Instalment Period	Recipient Financial report/cash request deadline	Authority payment deadline	Maximum Amount payable by Authority
Oct – Nov 2018	20/10/2018	10/11/2019	£3,320,547
Dec 2018	20/11/2018	10/12/2019	
Jan-March 2019	20/12/2018	10/01/2019	
Apr-June 2019	20/03/2019	10/04/2019	
July-Sep 2019	20/06/2019	10/07/2019	
Oct-Dec 2019	20/09/2019	10/10/2019	
Jan-March 2020	20/12/2019	10/01/2020	

ANNEX 7 – Schedule of milestones, agreed outputs and deliverables

Payment date	Deliverables
10 Nov 18	<ul style="list-style-type: none"> Wave 1 pilots implementation plan delivered
10 Dec18	<ul style="list-style-type: none"> Wave 2 pilots implementation plan delivered Governance board has taken place, including a review of volumes
10 Jan 19	<ul style="list-style-type: none"> Exit strategy developed Project report delivered (quantitative & qualitative) Quarterly finance report/request for payment submitted by 20 Dec 18 Governance board has taken place, including a review of volumes
10 Apr 19	<ul style="list-style-type: none"> Wave 2 pilots have begun Project report delivered (quantitative & qualitative) Quarterly finance report/request for payment submitted by 20 Mar 19 Governance board has taken place, including a review of volumes
10 Jul 19	<ul style="list-style-type: none"> All year 0 pilots complete and evaluated Volume forecasts agreed between both parties with review Full service has begun Local Relationship mapping complete Project report delivered (quantitative & qualitative) Quarterly finance report/request for payment submitted by 20 Jul 19 Governance board has taken place, including a review of latest volumes forecasts
10 Oct 19	<ul style="list-style-type: none"> Project report delivered (quantitative & qualitative) Quarterly finance report/request for payment submitted by 20 Sep 19 Governance board has taken place including a review of latest volumes forecasts
10 Jan 20	<ul style="list-style-type: none"> Full service volume & quality review has taken place Project report delivered (quantitative & qualitative) Quarterly finance report/request for payment submitted by 20 Dec 19 Governance board has taken place, including a review of latest volumes forecasts

ANNEX 8 – Programme Lead details

The person nominated to act as manager for the Grant Recipient and who will manage the day to day running of this Grant Funding offer is:

Name of Programme Lead	Michele Shambrook, Executive Director of Operations
Name of Accountable Body	Citizens Advice
Office Address	3 rd Floor North 200 Aldersgate Street London EC1A 4HD
Tel No:	[REDACTED]
Email address:	[REDACTED]