

Subject to Contract

This Grant Agreement is provided for illustrative purposes only as to the type of agreement that Staffordshire County Council may require the Grant Recipient to enter into. The definitive terms of the Grant Agreement will be determined by Staffordshire County Council, at its sole discretion, after consideration of the grant proposal and may include any additions/deletions to the below that SCC deems appropriate.

Dated

2023

STAFFORDSHIRE COUNTY COUNCIL

and

[NAME OF SCHOOL/ACADEMY]

**AGREEMENT IN RESPECT OF
THE SEDIS MODEL**

 **Staffordshire Legal Services**
From the Public Sector, for the Public Sector

**Staffordshire County Council
Staffordshire Place 2
Stafford
ST16 2DH**

This Agreement is made on

2023

BETWEEN:

(1) **STAFFORDSHIRE COUNTY COUNCIL** of 2 Staffordshire Place, Stafford, ST16 2DH (the “Funder”); AND

(2) **[NAME OF SCHOOL/ACADEMY]** of **[ADDRESS]** (the “Recipient”)

(each a “Party” and together the “Parties”)

WHEREAS

- (A) The Funder wishes to provide funding towards the cost of, and the Recipient wishes to deliver, a Staffordshire Enhanced District Inclusion Support (SEDIS) Model. The SEDIS model proposes a district-based enhanced outreach and enhanced in-reach offer for mainstream educational settings based upon the presenting needs of the child/young person.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

1 DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

Word/Phrase	Definition
Additional Conditions of Grant	means the additional conditions on which the Grant is provided as detailed in Schedule 1
Agreement	means this agreement including all Schedules and documents referred to, and references to Clauses and Schedules are to clauses and schedules of this Agreement unless otherwise stated.
Authorised Officer	means the person nominated in writing by the Funder to liaise with the Recipient in respect of the Project and this Agreement.
Authorised Representative	means the person nominated by the Recipient to liaise with the Funder [and Entrust's Property Development Representatives] in respect of the Project and this Agreement.
[Best Value Duty]	means the duty to secure best value as defined in the Local Government Act 1999 Act;]

Staffordshire Grant 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 the legislation.
[Capital Works]	[means the works to be carried out on the Premises as detailed in Schedule 1 and funded by the Grant subject to the Additional Conditions of Grant.]
Commencement Date	means the [START DATE].
Data Protection Legislation	means the Data Protection Act 2018, the UK GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner, for as long as these remain in force or otherwise replaced.
DfE	means the Department for Education
Dedicated Schools Grant (“DSG”)	means a grant paid by central government in support of a local authority’s schools budget
[Entrust]	[means Entrust Support Services Limited of The Riverway Centre, Riverway, Stafford, ST16 3EH (Company No. 04440463).]
ESFA	Means the Education and Skills Funding Agency
Expiry Date	means [END DATE]
Grant	means the funding awarded to the Recipient in the sum of £[AMOUNT] to be used as a contribution towards the Project [and Capital Works.]
Grant Period	means the duration of this Agreement as set out in clause 2.
Foreground Intellectual Property Rights	means any and all Intellectual Property Rights that arise or are obtained or developed by the Recipient, and/or by the Recipient on behalf of, the Funder in respect of the course of or in connection with the performance of this Agreement and the Project during the Grant Period
High Needs Provision Capital Allocation	means funding provided by central government to local authorities to support the provision of new places and improve existing provision for children with special educational needs and disabilities or requiring alternative provision.

<p>High Needs Funding</p>	<p>Means funding given as part of the DSG which supports provision for pupils and students with special educational needs and disabilities who require additional resources to participate in education and learning, from their early years to age 25 in schools and colleges (excluding students aged 19 to 25 who do not have an education, health and care plan or students who are over the age of 25) and pre-16 pupils in alternative provision who, because of exclusion, illness, or other reasons, cannot receive their education in mainstream schools.</p>
<p>Intellectual Property Rights</p>	<p>means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.</p>
<p>Know-How</p>	<p>means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.</p>
<p>Personal Data</p>	<p>shall have the same meaning as set out in the Data Protection Legislation.</p>
<p>[Premises]</p>	<p>[means the building(s) to be built or renovated, funded by the Grant, as outlined in Schedule 1]</p>

<p>Prohibited Act</p>	<p>(a) offering, giving or agreeing to give to any officer of the Funder any gift or consideration of any kind as an inducement or reward for:</p> <p>(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 any other contract with the Funder; or</p> <p>(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;</p> <p>(b) entering into this Agreement or any other contract with the under where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act;</p> <p>(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Funder.</p>
<p>Project</p>	<p>as detailed in Schedule 1 [including without limitation, the Capital Works]</p>
<p>Service</p>	<p>means the Project</p>
<p>Service Users</p>	<p>means individuals who receive and use the Service</p>
<p>Subsidy Control Regime</p>	<p>means any applicable subsidy control laws including the Subsidy Control Act 2022 and/or any applicable judgment, court order, statute, statutory instrument, regulation or decision</p>

UK GDPR	means the retained version of the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) as it forms part of the law of England and Wales, by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).
Working Day	means Monday to Friday, excluding bank and public holidays.

1.2. INTERPRETATION

- 1.2.1. Any references to any Act of Parliament or Bills awaiting Royal Assent shall be deemed to include any amendment, replacement, enactment or re-enactment thereof for the time being in force, and to include any EU Directives still in force under UK law, by-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under the same
- 1.2.2. An obligation in this Agreement by either of the Parties, not to do something, shall be construed as including an obligation to use reasonable endeavours not to permit it to be done by a third party (whether with express or implied authority, or otherwise).
- 1.2.3. The headings in this Agreement are for ease of reference only and the words in italics are for explanatory purposes only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 1.2.4. The expression 'person' used in this Agreement shall include (without limitation) any individual partnership, local authority or incorporated or unincorporated body.
- 1.2.5. References in this Agreement to "Funder" and the "Recipient" shall include their respective successors in title and any reference to any government department or other relevant authority is deemed to include its or their successors.
- 1.2.6. Words denoting one gender include the other genders.
- 1.2.7. Words in the singular shall include the plural and vice versa.
- 1.2.8. Words denoting individuals shall be treated as including a body of persons corporate or unincorporated.
- 1.2.9. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.
- 1.2.10. Any reference to this Agreement also includes the schedules which are annexed and incorporated into this Agreement.

2. DURATION

- 2.1 This Agreement shall commence on the Commencement Date and shall remain in full force and effect until the Expiry Date unless extended under clause 2.2 or terminated earlier in accordance with the terms of this Agreement.
- 2.2 The Funder may extend this Agreement subject to giving the Recipient three (3) months written notice before the Expiry Date, which shall clearly state the duration by which the Agreement is being extended and any new Expiry Date.

3. PURPOSE OF GRANT

- 3.1 The Grant shall only be used for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 3.2 [The Funder shall contract directly with Entrust as agent and with the main building contractor for the delivery of the Capital Works on the Premises and shall therefore manage the expenditure of the Grant [except for the ancillary items of furniture/resources as more particularly set out in Schedule 2 which form part of the Grant and which the Recipient will need to procure.]]
- 3.3 The Recipient shall not make any change to the Project without the Funder's prior written agreement and shall provide the Funder [(and Entrust or any other contractor)] with such assistance as reasonably required in respect of any approvals, permissions or consents required [in respect of the Premises to enable the Capital Works to be carried out.]
- 3.4 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding.
- 3.5 Head Funding Arrangements [in respect of the Project]
- 3.5.1 [In respect of the Project, **not** including the Capital Works element], the Recipient acknowledges that the Funder is providing the Grant through its use of High Needs Funding which is provided to the Funder through the high needs block of the Dedicated Schools Grant.
- 3.5.2 The Recipient warrants and undertakes to comply with all aspects of the ESFA's High Needs Funding: 2023 to 2024 operational guide¹ and any amended, updated or replacement guidance or documents that may be issued by the ESFA, or any equivalent or successor body, from time to time ("the Operational Guide").

¹ [High needs funding: 2023 to 2024 operational guide - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/114444/high_needs_funding_2023_to_2024_operational_guide.pdf)

- 3.5.3** The Recipient acknowledges that the Funder is required to comply with the DSG: Conditions of Grant 2023 to 2024², as amended, updated or replaced from time to time (“the DSG Conditions”), and warrants and undertakes that it shall not do, or fail to do, anything which causes the Funder to be in breach of the DSG Conditions or the Operational Guide.
- 3.5.4** The Recipient shall provide the Funder with all assistance that it reasonably requests in order that the Funder can comply with its obligations under the DSG Conditions and the Operational Guidance. Such assistance may include, but not be limited to, the provision of information and data as may be requested from time to time.
- 3.5.5** Where the Funder has agreed, in writing, that the Recipient can procure any aspect of the project directly, the Recipient must comply with all applicable legislation including, without limitation, the Public Contracts Regulations 2015 and comply with the Best Value Duty.

3.6 [Head Funding Arrangements in respect of the Capital Works

- 3.6.1** In respect of the Capital Works, the Recipient acknowledges that the Funder is providing the Grant through its use of High Needs Provision Capital Allocations (“HNPCA”).
- 3.6.2** The Recipient warrants and undertakes to comply with all aspects of the Department for Education’s High Needs Provision Capital Allocations Guidance 2022³ and any amended, updated or replacement guidance or documents that may be issued by the Department for Education, or any equivalent or successor body, from time to time (“the HNPCA Guidance”).
- 3.6.3** The Recipient acknowledges that the Funder is required to comply with the HNPCA Guidance and warrants and undertakes that it shall not do, or fail to do, anything which causes the Funder to be in breach of the HNPCA Guidance.
- 3.6.4** The Recipient shall provide the Funder with all assistance that it reasonably requests in order that the Funder can comply with its obligations under the HNPCA Guidance. Such assistance may include, but not be limited to, the provision of information and data as may be requested from time to time.]

4. PAYMENT OF GRANT

- 4.1** Subject to clause 7 the Funder shall pay the Grant to the Recipient in accordance with this clause 4 and Schedule 2, subject to the necessary funds being available when payment falls due.
- 4.2** The Recipient agrees and accepts that payment of the Grant can only be made to the extent that the Funder has available funds. The Funder will inform the Recipient as soon as reasonably practicable if a delay occurs (or is likely to occur) in the Recipient receiving the monies which were to become the Grant.

² [DSG: conditions of grant 2023 to 2024 - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

³ [High Needs Provision Capital Allocations Guidance \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

Staffordshire Grant Agreement

- 4.3** The Funder shall not authorise payment of the Grant unless and until the Recipient has:
- 4.3.1** satisfied the Funder that such payment will be used for proper expenditure in the delivery of the Project;
 - 4.3.2** signed and returned a copy of this Agreement to the Funder; and
 - 4.3.3** provided an invoice to the Funder for the relevant Grant instalment in accordance with Schedule 2 and provided all supporting evidence and documentation that the Funder may reasonably request.
- 4.4** The Recipient shall provide the Funder with appropriate bank details, including a method of identifying the Grant either in a separate bank account or by using project codes, within 28 days of signing this Agreement.
- 4.5** The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts.
- 4.6** The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- 4.7** The Grant shall only be used for the purpose of the Project, and each Grant instalment shall only be used for the corresponding purpose set out at Schedule 2, and the amount of Grant shall not be increased in any circumstances.
- 4.8** If the Grant funding is not received from or is reduced or withdrawn by the Department for Education and/or the ESFA then the Funder shall correspondingly reduce or withdraw the Grant. The Funder shall not be liable for any losses, actions, claims, demands or expenses in connection with any non-receipt, reduction or withdrawal of the Grant funding as referred to in this Agreement.

5. USE OF GRANT

- 5.1** The Grant shall be used by the Recipient for the delivery of the Project, as set out in Schedule 1, in accordance with the agreed budget set out in Schedule 2.
- 5.2** Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 2 together with a clear description of what that funding shall be used for.

- 5.3** The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body/Academy Trust;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless the use has been approved in writing by the Funder and such approval shall not be unreasonably withheld.

- 5.4** The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 5.5** Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder within 30 days of the end of the Grant Period.
- 5.6** Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient. There will be no additional funding available from the Funder for this purpose.
- 5.7** The Recipient must obtain value for money when using the Grant and will act in a fair, open and non-discriminatory manner when buying goods and services.
- 5.8** The Recipient will follow its own procurement guidelines and procedures when buying goods and services using the Grant. All procurement exercises must be in accordance with all applicable legislation including but not limited to the Public Contracts Regulations 2015.

6. ACCOUNTS RECORDS AND AUDIT

- 6.1** The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.
- 6.1A** The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 6.2** The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

6.3 The Recipient shall keep all invoices, receipts, and 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 Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

6.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

7. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

7.1 The Funder's intention is that the Grant will be paid to the Recipient in accordance with the payment instalments set out in Schedule 2. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion either terminate the Agreement in whole or in part and/or withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a)** the Recipient fails to comply with the Additional Conditions of Grant or any of its obligations under this Agreement;
- (b)** without the express written permission of the Funder, the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (c)** the delivery of the Project is not completed within the Grant Period and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (d)** the Funder reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (e)** the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- (f)** the Recipient obtains duplicate funding from a third party for the Project;
- (g)** the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (h)** any funding obtained from a third party is withdrawn and the Recipient is unable to secure further funding which therefore impacts the delivery of the Project;

Staffordshire Grant Agreement

- (i) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (j) the Recipient commits or has committed a Prohibited Act;
- (k) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (l) 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);
- (m) 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;
- (n) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
- (o) repayment or recovery is required under the Subsidy Control Regime; and/or
- (p) the Funder is otherwise required to repay or recover the Grant in whole or in part to or by the UK central government including, without limitation, the Department for Education and the ESFA.

Any Grant monies required to be repaid in accordance with (o) and/or (p) above shall bear interest as required under the UK's Subsidy Control Regime and the Recipient shall in addition pay to the Funder any financial penalty payable by the Funder to the UK central government as appropriate resulting from the granting of an illegal subsidy.

- 7.2** Any sum notified by the Funder to the Recipient as repayable under this Agreement shall become immediately repayable to the Funder and if unpaid shall crystallise as a debt and be recoverable accordingly.
- 7.3** The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

- 7.4** The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement.

8. QUALITY ASSURANCE AND PERFORMANCE MONITORING

- 8.1** The Recipient shall throughout the Grant Period demonstrate and maintain a properly documented and effective system of quality assurance in relation to the Project as set out in Schedule 3.
- 8.2** The Recipient shall at all times co-operate with the Council's processes for monitoring and evaluating the quality of the Project and compliance with this Agreement in whatever way is reasonably requested by the Council, including the compliance by the Recipient with the performance monitoring and reporting arrangements.
- 8.3** The Recipient shall appoint an Authorised Representative who shall be the single point of contact for the Funder [and Entrust] in relation to the Project [and the Capital Works]. Any change to the Authorised Representative shall be notified by the Recipient to the Funder under clause 22 (Notices).
- 8.4** The Recipient shall liaise with the Funder in respect of closely monitoring the delivery and success of the Project throughout the duration of the Project to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 8.5** The Authorised Representative shall attend quarterly meetings with the Funder to discuss the delivery of the Project [and any meetings with Entrust or any contractor as required throughout the delivery of the Project.]
- 8.6** The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant, delivery of the Project, performance against KPIs and outcomes achieved every quarter and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within ten (10) Working Days of the last day of the quarter to which it relates.
- 8.7** The Recipient shall on request provide the Funder with such further information and documents as the Funder may reasonably require.
- 8.8** The Recipient shall provide the Funder with all required information to enable the Funder to comply with its reporting requirements to DfE and/or Central Government in respect of the Grant funding.
- 8.9** The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing Project delivery, and monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement.

9. WARRANTIES

9.1 The Recipient warrants, undertakes and agrees that:

- (a)** it has all necessary authorisation, resources, approvals, powers and expertise to deliver the Project;
- (b)** it has not committed, nor shall it commit, any Prohibited Act;
- (c)** it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d)** it shall comply (and ensure its pupils and staff comply) with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, [together with any health and safety measures put in place in relation to the Capital Works being carried out on the Premises];
- (e)** it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f)** it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g)** all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h)** it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i)** it will deliver the Project in accordance with the Service Conditions at Schedule 1A
- (j)** it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; [and
- (k)** it will comply with the licence provisions in Schedule 4.]

10. INSURANCE

10.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

10.2 The Required Insurances referred to above include (but are not limited to):

(a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project;

(b) employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and

(c) professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

11. LIMITATION OF LIABILITY

11.1 The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

11.2 Subject to clause 11.1, the Funder's liability under this Agreement is limited to the Grant.

12. ACKNOWLEDGMENT AND PUBLICITY

12.1 Without prejudice to clause 12.1A, the Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project or promotion of the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the relevant name and logo (or any future name or logo adopted) using any templates provided by the Funder from time to time.

- 12.1A** The Recipient must ensure that any materials developed for the promotion of the Project must be approved in writing by the Funder before they are used.
- 12.2** In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 12.3** The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 12.4** The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 12.5** The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1** The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either Party during the Grant Period, shall remain the property of that Party.
- 13.2** Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.
- 13.3** Any and all Foreground Intellectual Property Rights arising, acquired and created in the course of performance of the Project and/or the performance of the Recipient's obligations under this Agreement, shall automatically vest in and be solely owned by the Funder.
- 13.4** The Recipient hereby unconditionally and irrevocably waives, in respect of any and all Foreground Intellectual Property Rights created and referenced under Clause 13.3 all moral rights, all rights to be identified as the author and/or, all rights to object to derogatory treatment of those Foreground Intellectual Property Rights to which the Recipient may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and/or any similar or equivalent legislation or laws in force anywhere in the world. This waiver made in favour of the Funder shall extend to the Funder's licensees, sub-licensees, future providers, agents, representatives assignees and successors in title and/or nominated third parties (whether or not those third parties provide services and/or goods similar to the Project).

- 13.5** The Recipient acknowledges and agrees that it is responsible for any infringement of any third parties' Intellectual Property Rights and for any claims (actual or threatened) made against the Funder in connection with Intellectual Property Rights in connection with the Project.
- 13.6** The Recipient shall fully indemnify on demand and keep fully indemnified on demand the Funder against any and all claims (actual or threatened), demands, actions, costs, expenses (including all legal and other professional expenses and disbursements on a full indemnity basis), losses, damages and any and all other liabilities which are suffered or incurred by the Funder (or its nominated third parties) and arising from or incurred by reason of any infringement or alleged infringement of any third parties' Intellectual Property Rights (including the defence of such alleged infringement) arising directly or indirectly from the Funder's use of the relevant Intellectual Property Rights and/or delivery of the Project by the Recipient.
- 13.7** The Recipient will do all acts and/or things and execute all documents and/or deeds requested by the Funder from time to time to give effect to and invest in the Funder any and all of the rights envisaged to be invested in the Funder in this Clause 13 (Intellectual Property Rights).
- 13.8** The licences granted to the Funder under this clause 13 shall continue during and after the Grant Period.

14. CONFIDENTIALITY

- 14.1** Subject to clause 15 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.
- 14.2** The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a)** at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b)** is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;
 - (c)** is required to be disclosed by law; or

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

15. FREEDOM OF INFORMATION

15.1 The Parties acknowledge that they are each subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

15.2 The Parties shall provide all necessary assistance and cooperation as reasonably requested by the other Party to enable compliance with its obligations under the FOIA and EIRs.

15.3 The Parties acknowledge that they may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other Party, but shall take reasonable steps to notify the other Party 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) shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

16. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement. Each Party will be liable for their own acts and/or omissions in respect of the Data Protection Legislation. The Parties will comply with the provisions of Schedule 5.

17. ANTI-DISCRIMINATION

17.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.

17.2 The Recipient shall take all reasonable steps to secure the observance of clause 17.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

18. HUMAN RIGHTS

18.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

18.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

19. TERMINATION

19.1 This Agreement shall terminate automatically:

(a) should the Grant funding be withdrawn by the Department for Education and/or ESFA; or

(b) on the Expiry Date.

19.2 The Funder may, by two (2) months' notice in writing to the Recipient, terminate this Agreement should it be required to do so by financial restraints or for any other reason.

19.3 The Funder may terminate this Agreement with immediate effect if any of the events in clause 7 (Withholding, Suspending and Repayment of Grant) arise.

20. ASSIGNMENT AND SUB-CONTRACTING

20.1 The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

20.2 Any authorised sub-contracting by the Recipient of any part of the performance of this Agreement will not relieve the Recipient of any obligation or duty which is attributable to the Recipient under this Agreement.

20.3 The Recipient will remain liable for the acts and/or omissions of any sub-contractors and/or delivery partners under this Agreement as if they were the Recipient's own acts and/or omissions under this Agreement.

20.4 The Recipient will impose contract obligations on its sub-contractors and/or delivery partners in the same terms as those imposed on it pursuant to this Agreement and will procure that the sub-contractors and/or delivery partners complies with such terms.

20.5 Where the Funder has consented to the Recipient sub-contracting any of its interests or obligations under this Agreement, a copy of any such sub-contract will, at the request of the Funder, be sent by the Recipient to the Funder within five (5) Working Days of the making of any such request. The Funder will also be entitled to request, and the Recipient will be obliged to provide, all information relevant to the Agreement in relation to all sub-contractors and/or delivery partners within 5 Working Days of such a request.

21. WAIVER

No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

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 or mailed (first class postage prepaid) to the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered 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.

23. DISPUTE RESOLUTION

23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the Parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the senior officers of the Funder and the Recipient who shall in good faith endeavour to settle the dispute between themselves.

23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the senior officers, either Party may refer the matter to the relevant directors/Chair of Governors of the Funder and the Recipient in order to discuss the dispute and to agree a strategy to resolve it, with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

23.3 In the absence of agreement under clause 23.2, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between either of the Parties or as authorising either Party to act as agent for the other. Neither Party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other Party in any way.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

All third-party rights are excluded and no person who is not a Party to this Agreement is intended to reserve any contractual benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

26. GENERAL

- 26.1 No forbearance or delay by either Party in enforcing its rights will prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 26.2 No variation of this Agreement will be valid unless recorded in writing and signed by or on behalf of each of the Parties to this Agreement.
- 26.3 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction unenforceable or illegal, the other provisions will remain unaffected and in force.
- 26.4 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.
- 26.5 Each Party shall bear its own costs and expenses (including legal fees) in relation to the preparation, negotiation and execution of this Agreement.
- 26.6 This Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement in respect of the matters dealt within it.
- 26.7 Each of the Parties acknowledge and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not), save in the case of fraud or fraudulent misrepresentation, other than as expressly set out in this Agreement.

27. GOVERNING LAW & JURISDICTION

This Agreement shall 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.

IN WITNESS whereof the Funder and the Recipient have executed this Agreement on the day and year first before written.

Signed on behalf of
STAFFORDSHIRE COUNTY COUNCIL:

.....
Authorised Signatory

Signed on behalf of
[INSERT SCHOOL/ACADEMY]:

.....
Authorised Signatory

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SCHEDULE 1
The Project and Service Specification

Any reference to SCC, the Council or the County Council in this Schedule (capitalised or not) shall be referring to the Funder as defined in the Agreement.

Any reference to School or Academy or Recipient in this Schedule (capitalised or not) shall be referring to the Recipient as defined in the Agreement.

[INSERT]

Additional Conditions of Grant

[To be confirmed]

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SCHEDULE 1A – Service Conditions

The following definitions apply to this Schedule 1A:

Abuse	means the violation of an individual’s human or civil rights by another person or persons to a degree which results in a referral about the alleged mistreatment under agreed inter-agency procedures and protocols;
Affiliate	means any entity which directly or indirectly controls, or is controlled by, or is under common control with the Recipient;
Controller	has the same meaning as set out in the UK GDPR;
Data Protection Legislation	means (i) all applicable laws of the UK relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 (DPA 2018) to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
DBS	means the Disclosure and Barring Service established under section 87 the Protection of Freedoms Act 2012 or any successor regulatory regime;
Enhanced DBS Check	means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is appropriate to the post applied for;
Funder Data	means any data, text, drawings, images or sounds (together with any database made up of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Recipient on behalf of the Funder; (b) which the Recipient is required to generate, process, store or transmit pursuant to this Agreement; or any Personal Data or Special Category Data for which the Funder is Controller under the Data Protection Legislation;
Good Industry Practice	means the exercise of that degree of skill, prudence, foresight, efficiency timeliness, care and diligence as would be reasonably and ordinarily expected at the relevant time from a leading and qualified contractor within the same industry or business sector as the Recipient delivering Projects or services of a similar size, scope, nature, value and complexity to the Project under this Agreement;
Special Category Data	means Personal Data that reveals such categories of data as are listed in Article 9(1) of the UK GDPR;

Standard DBS Check	means an in-depth background DBS check used by employers on behalf of applicants to verify if a candidate is suitable to hire for work in a specific industry. It will show an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions;
Subcontractor(s)	means any subcontractor(s) engaged by the Recipient to deliver all and/or any part of the Project;
Personal Data	has the same meaning as set out in the UK GDPR and references within this Agreement shall include Special Category Data (if applicable);
Personnel	means all employees, servants, agents, consultants, contractors and suppliers of the Recipient, its Affiliates consultants or other professional advisors and/or of any subcontractor and/or delivery partner and/or any other representatives engaged by the Recipient in connection with the delivery of the Project under this Agreement;
Regulated Activity	means the term used to describe certain job functions carried out by an employee as defined by the DBS;
Regulated Activity Provider	means an organisation or individual responsible for the management or control of Regulated Activity (paid or unpaid) and makes arrangements for people to work in that activity. This will usually be an employer or a voluntary organisation;
Regulatory Bodies	means those government departments and regulatory, statutory and other legal entities, committees and bodies which, whether under any statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Recipient and "Regulatory Body" shall be construed accordingly

The Recipient must deliver the Project, at all times, in accordance with the following:-

1. PERSONNEL

- 1.1. The Recipient will ensure sufficiently trained, appropriately qualified and experienced Personnel are in place to deliver this Project to ensure that the Project is delivered throughout the Grant Period in compliance in all respects with the Agreement, statutory requirements, legal standards and regulatory bodies and as detailed more fully in Schedule 1.
- 1.2. The Recipient will ensure that it has sufficient trained and qualified Personnel to deliver the Project throughout the Grant Period during any period of Personnel absence due to sickness, maternity leave, Personnel holidays or otherwise.

Staffordshire Grant Agreement

- 1.3. The Recipient will ensure that the Personnel will at all times exercise due care and diligence in the execution of their duties.
- 1.4. The Recipient will also ensure that Personnel are properly and sufficiently instructed, supervised and managed at all times with regard to their delivery of the Project and there is oversight of their work.
- 1.5. The Recipient will employ an equal opportunities policy when selecting its Personnel, provided that the ability to provide good quality delivery of the Project will be the main criterion.

2. SAFEGUARDING AND DBS

- 2.1 The Funder has a duty to ensure that any contracted services are discharged having regard to the need to safeguard and promote the welfare of children, young people and vulnerable adults. The Recipient will ensure that its delivery of the Project proactively assists and supports the Funder is achieving and complying with this duty.
- 2.2 The Recipient will ensure that all of the Personnel and/or Subcontractors are properly registered and DBS checked and that such registration and checks are up to date and monitored as being up to date on a regular and frequent basis during the Grant Period.
- 2.3 The Authorised Officer must be notified immediately in writing by the Recipient of all instances of suspected Abuse of any person which comes to the attention of the Recipient by any means under and/or in accordance with the operation and/or performance of this Agreement.
- 2.4 Notwithstanding paragraph 2.5, the Parties acknowledge that the Recipient is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 2.5 The Recipient shall:
 - 2.5.1 ensure that all individuals engaged in Regulated Activity are subject to a valid Enhanced DBS Check for Regulated Activity undertaken through the DBS; and
 - 2.5.2 monitor the level and validity of the checks under paragraph 2.5.1 for each member of Personnel; and
 - 2.5.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to vulnerable persons.

- 2.6 The Recipient warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Recipient in connection with the Project is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 2.7 The Recipient shall immediately notify the Funder of any information that it reasonably requests to enable it to be satisfied that the obligations of paragraph 2.5 have been met.
- 2.8 The Recipient must ensure that the Funder is kept advised at all times of any Personnel who subsequent to their commencement of employment or engagement with the Recipient receives a relevant conviction, caution, reprimand or warning or whose previous relevant convictions, cautions, reprimands or warnings become known to the Recipient or any member of its Personnel and the Recipient must immediately notify the Funder where a referral is made to the DBS in relation to future barring of any member of its Personnel in accordance with paragraph 2.9.
- 2.9 The Recipient shall refer information about any person delivering the Project to the DBS where it removes permission for such person to deliver the Project (or would have, if such person had not otherwise ceased to carry out the Project) because, in its opinion, such person has harmed or poses a risk of harm to vulnerable persons.

3. SAFEGUARDING

- 3.1 The Recipient acknowledges that the Funder has a duty to ensure that any contracted services are discharged having regard to the need to safeguard and promote the welfare of children.
- 3.2 The Recipient will adopt the Funder's procedures for dealing with Safeguarding, allegations or suspicions of Abuse including (without limitation) Staffordshire Safeguarding Children Board's (SSCB) Inter-agency Procedures for Safeguarding Children and adhere to statutory guidance to safeguard and promote the welfare of children in accordance with the Children Act 1989 and the Children Act 2004, Children and Social Work Act 2017 (without limitation) (as amended from time to time during the Term) <http://www.staffsscb.org.uk/professionals/> and "Staffordshire and Stoke-on-Trent Adult Safeguarding Partnership Inter-agency Adult Protection Procedures 2010 (as amended from time to time during the Term) and any subsequent associated guidance.
- 3.3 The Authorised Officer must be notified immediately in writing by the Recipient of all instances of suspected Abuse of any individuals involved in the Project which comes to the attention of the Recipient by any means pursuant to the operation of this Agreement.

4. THE RECIPIENT'S OBLIGATIONS

- 4.1 The Recipient shall ensure that any key milestones, key performance indicators and outcomes detailed in Schedule 1 are achieved by the dates specified.
- 4.2 The Recipient shall continue to perform all of its obligations under this Agreement and shall not suspend the delivery of the Project notwithstanding:
- 4.2.1 any ongoing or unresolved dispute;
 - 4.2.2 any failure by the Funder to pay the Grant, or part of it, to the Recipient due to any acts or omissions by the Recipient; **and/or**
 - 4.2.3 any failure by a third party to make a contribution towards the Project
- 4.3 Neither the Recipient nor its Personnel shall in any circumstances hold themselves out as being the agent or employee of the Funder, or purport to enter into any contract on behalf of the Funder, nor bind the Funder to any undertaking, unless otherwise expressly agreed in writing by the Funder (in its absolute discretion).
- 4.4 The Recipient shall be registered, certified, authorised, licenced and/or permitted, by any relevant Regulatory Bodies, at a standard/level acceptable to the Funder, to undertake its business and deliver the Project and shall remain registered, certified, authorised, licenced and permitted throughout the Agreement Period with any relevant Regulatory Bodies.
- 4.5 The Recipient shall comply with the standards and other requirements which are set out in all relevant current and future statutory provisions, codes of practice, statutory or regulatory guidelines and Good Industry Practice applicable to its business and/or the delivery of the Project that apply whether directly or indirectly to this Agreement whether or not set out in Schedule 1 or otherwise within this Agreement.
- 4.6 The Recipient shall:
- comply at all times and in all material respects with all of the Funder's Policies relevant to the delivery of the Project (as determined by the Funder in its absolute discretion);
 - in performing its obligations under this Agreement comply with and shall ensure that each of its Subcontractors shall comply with all applicable laws, statutes, regulations and codes (as amended from time to time) in force in relation to the Project.
- 4.7 The Recipient shall ensure that all information, data (whether personal or otherwise) is provided to the Funder in strict compliance with the Council's statutory obligations and shall retain this information for a minimum of seven (7) years upon expiry of the Grant Period.

5. CHANGE IN LAW

The Recipient shall take all steps which are reasonably necessary to ensure that the delivery of the Project is in accordance with any and all applicable laws applicable to the Project. The Recipient will ensure that any variations amendments alternations or adjustments necessary to be made to the Project that are required due to any changes in the applicable laws during the Grant Period will be made in accordance with the changes in the applicable laws such that the Project will remain compliant with all such applicable laws.

6. DATA PROTECTION & SECURITY OF COUNCIL DATA

6.1 The Recipient must process Personal Data and ensure that Personnel process Personal Data in accordance with the Data Protection Legislation and Schedule 5 (Data Protection Provisions and Information Governance Agreement) of this Agreement.

6.2 The Recipient must make accessible back-ups of all Funder Data, stored in an agreed off-site location and send the Funder copies every six (6) Months.

6.3 The Recipient must ensure that any Recipient system holding any Funder Data, including back-up data, is a secure system that complies with the any security policies of the Funder and any applicable security management requirements.

6.4 If at any time the Recipient suspects or has reason to believe that the Funder Data is corrupted, lost or sufficiently degraded, then the Recipient must immediately notify the Funder and suggest remedial action.

6.5 If the Funder Data is corrupted, lost or sufficiently degraded so as to be unusable the Funder may either or both:

(a) tell the Recipient to restore or get restored the Funder Data as soon as practical but no later than 5 Working Days from the date that the Funder receives notice, or the Recipient finds out about the issue, whichever is earlier; and

(b) restore the Funder Data itself or using a third party.

6.6 The Recipient must pay each party's reasonable costs of complying with Clause 6.5 unless the Funder is entirely at fault.

6.7 The Recipient:

a) must provide the Funder with all Funder Data in an agreed open format within 10 Working Days of a written request;

b) must have documented processes to guarantee prompt availability of Funder Data if the Recipient stops delivery of the Project;

- c) must securely destroy all storage media that has held Funder Data at the end of life of that media using Good Industry Practice;
- d) must securely erase all Funder Data and any copies it holds when asked to do so by the Funder unless required by any applicable law to retain it; and
- e) indemnifies the Funder in full and on demand and keeps indemnified in full and on demand against any and all losses arising in respect of the Recipient breaching this Clause 6 of Schedule 1A and Schedule 5, and/or any Data Protection Legislation

7. COMPLAINTS

- 7.1** The Recipient shall produce an accessible complaints procedure (which shall first be approved by the Funder, acting reasonably) which is fully integrated with and compatible with the Funder's procedure for dealing with complaints which can be found on the Funder's website.
- 7.2** At the reasonable request of the Authorised Officer, the Recipient shall supply full details to the Funder of any complaint which has been made to the Recipient about the Project and the Recipient's response to the complaint in question.

8. BUSINESS CONTINUITY

8.1 The Recipient shall prepare and implement a robust and viable business continuity plan that ensures the continuation of the delivery of the Project throughout the Grant Period.

8.2 The Recipient shall ensure that its Business Continuity Plan includes:

- 8.2.1 an introduction identifying the purpose of the Business Continuity Plan, its limitations and exclusions, and the individual members of the Personnel responsible for implementing the Business Continuity Plan;
- 8.2.2 the clear aims and objectives that the Business Continuity Plan will achieve;
- 8.2.3 the tasks and activities of the Recipient's business and the risks associated with each of these tasks and activities;
- 8.2.4 a full description of the policies, processes and procedures which are in place to support the Business Continuity Plan;
- 8.2.5 the roles and responsibilities of the Recipient, its Personnel and its partners in implementing the Business Continuity Plan;
- 8.2.6 the command and control arrangements which will operate to support the effectiveness of the Business Continuity Plan;

- 8.2.7 the communications arrangements that will ensure that the Business Continuity Plan is widely understood by Personnel and so that a business continuity management culture is embedded within the Recipient's business in relation to delivery of the Project; and
 - 8.2.8 a schedule detailing when the Business Continuity Plan was last reviewed, how and when the actions within the Business Continuity Plan will be tested, reviewed and updated by the Recipient each year.
- 8.3 The Recipient shall:
- 8.3.1 upon request by written notice from the Funder, disclose to the Funder the contents of its Business Continuity Plan (include any revisions made to it from time to time during the Grant Period);
 - 8.3.2 allow the Funder (at its discretion) from time to time during the Grant Period to monitor the Recipient's business continuity arrangements;
 - 8.3.3 serve written notice on the Funder immediately if an incident occurs which activates the Business Continuity Plan (such notification to be served prior to the issue by the Recipient of any notification to the press or other media); and
 - 8.3.4 provide the Funder with details of how the Recipient managed any incident which resulted in the activation of its Business Continuity Pan and any consequential amendments made by the Recipient to the processes and/or procedures which are contained in or referred to in the Business Continuity Plan.

9. EQUALITY AND DISCRIMINATION

- 9.1 Throughout the Grant Period, the Recipient shall comply with the requirements of all applicable laws relating to equality, including the Equality Act 2010 and the Human Rights Act 1998 or other relevant legislation.
- 9.2 The Recipient shall protect against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise, and shall promote race equality, equal opportunities and anti-discrimination in relation to its obligations under this Agreement and also in relation to the Recipient's related employment and/or subcontracting practices.
- 9.3 In addition to its legal obligations, the Recipient shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Agreement in a way that seeks to:
 - 9.3.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 9.3.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

10. MODERN SLAVERY ACT

10.1 The Recipient:

- 10.1.1 shall not use, or allow its Personnel or Subcontractor(s) to use, forced, bonded, child, slave or involuntary prison labour;
- 10.1.2 shall not use, nor allow its Personnel or Subcontractor(s) to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Personnel or Subcontractor(s);
- 10.1.3 shall not require any of its Personnel or Subcontractor(s) to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;
- 10.1.4 warrants and represents that it, or its Personnel or Subcontractor(s) has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 10.1.5 warrants that to the best of its knowledge it, or its Personnel or Subcontractor(s), is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 10.1.6 shall make reasonable enquires to ensure that its Personnel or Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 10.1.7 shall have and maintain throughout the Grant Period, its own policies and procedures, together with that of its supply chain, to ensure its compliance with the Modern Slavery Act 2015;
- 10.1.8 shall implement due diligence procedures within its business and Subcontractor(s), to ensure that there is no slavery or human trafficking in performing its obligations under this Agreement;
- 10.1.9 where reasonably requested, shall prepare and deliver to the Funder, an annual slavery and human trafficking report setting out, as a minimum, the steps it has taken (and are taking) to ensure that slavery and human trafficking is not taking place in any part of its business and its supply chain;
- 10.1.10 shall report the discovery or suspicion of any slavery or trafficking (including its supply chain) to the Council and the UK's Modern Slavery and Exploitation Helpline;
- 10.1.11 respond promptly to all slavery and trafficking due diligence requests/questionnaires (including the UK's Office Modern Day Slavery Assessment Tool) issued to it by the Funder from time to time and shall ensure that its responses are complete, accurate and submitted within sixty (60) days of such a request; and

Staffordshire Grant Agreement

- 10.1.12 if requested, to provide a supply chain map in accordance with guidance from the Chartered Institute of Procurement & Supply within fourteen (14) days of such request.
- 10.2 If the Recipient is in breach under Clause 10.1 the Funder may, by notice:
- 10.2.1 require the Recipient to comply with any request of the Funder to submit a rectification plan, which follows the form set out in Annex D of the UK's Government Commercial Functions publication Tackling Modern Slavery in Government Supply Chains, and which must be agreed by the Funder; or
- 10.2.2 require the Recipient to remove from performance of the Agreement any Personnel or Subcontractor (s) or other persons associated with it whose acts or omissions have caused the breach; or
- 10.2.3 immediately terminate this Agreement.
- 10.3 The Recipient is to co-operate with any investigation, and allow the Funder to audit any books, records and/or any other relevant documentation in accordance with the Agreement.
- 10.4 The Funder reserves the right to carry out an unannounced or semi-announced inspection of any premises or site regarding the delivery of this Agreement and speak directly to any Personnel or Subcontractor(s) in a confidential manner and in the native language of such Personnel or Subcontractor(s) in respect of workforce conditions, working or employment practices and recruitment practices.
- 10.5 For the purposes of an inspection carried out pursuant to Clause 10.4 the Funder may instruct the Recipient to carry out such an inspection of any Subcontractor(s) by an independent third party and, if so instructed, the Recipient shall deliver a report to the Funder within ninety (90) days of such instruction.

11. COUNTER-TERRORISM

- 11.1 The Recipient acknowledges and confirms it shall have due regard for the Funder's duties under terrorism legislation and any other relevant applicable law in performing its obligations under this Agreement, including (where appropriate) providing training to the Personnel and/or Subcontractors to ensure that they are aware of the Funder's duties.
- 11.2 Where the Recipient identifies or suspects that someone may be engaged in illegal terrorist related activity, the Recipient must refer such person or activity to the police.
- 11.3 The Recipient shall (where permitted by any applicable law) notify the Funder in circumstances where the Recipient has made such reporting to the police and details of the outcome.

SCHEDULE 2 – PAYMENT OF GRANT

Subject to the provisions of this Agreement, including, without limitation, clause 4, the Funder shall pay the relevant instalment of the Grant to the Recipient within 30 days of the date of an invoice issued by the Recipient to the Funder, such invoices to be issued quarterly in arrears as more particularly set out in the table below.

Instalment	Amount of Grant Payable	Details of what the corresponding instalment can be used for	Date Invoice to be Raised
1.	AMOUNT		DATE
	TOTAL		

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SCHEDULE 3 – PERFORMANCE MONITORING, QUALITY ASSURANCE AND CONTRACT REVIEW

1. Arrangements for performance monitoring, quality assurance and contract review shall be subject to review and development by the Funder during the Grant Period. The Parties accept and acknowledge that the arrangements set out in this Schedule 3 may change and that the Funder may reasonably introduce new tools, measures and processes in order to satisfy itself that the Project is delivered effectively, offers Best Value and satisfies the requirements of this Agreement.
2. **Performance Monitoring and Reporting**
 - 2.1 The Recipient shall monitor and report its performance at quarterly intervals (“Service Periods”).
 - 2.2 The Recipient shall be expected to attend quarterly meetings with the Funder (“Contract Review Meetings”) to present reports, discuss operational issues with the delivery of the Project. The purpose of Contract Review Meetings shall be:
 - 2.2.1 for the Parties to discuss operational issues with the provision of the Services;
 - 2.2.2 to assure that the Recipient is meeting the requirements of this Agreement;
 - 2.2.3 to review any reports prepared by the Recipient including those required by clause 8.6 of the Grant Agreement (“the Reports”)
 - 2.2.4 to consider service improvements and best value;
 - 2.2.5 to address any issues relating to quality, performance and delivery of the Project.
 - 2.4 The Reports shall be in such format as agreed in writing between the Parties from time to time and shall contain any information reasonably requested by the Funder.
3. **Service User Outcomes**
 - 3.1 The Parties shall apply an outcome led approach to the delivery of the Project and to assessing the effectiveness of the Project.
 - 3.2 The Recipient shall ensure that:
 - 3.2.1 support and interventions reflect Service User’s outcomes;
 - 3.2.2 systems are in place for measuring, recording and reporting the progress made by Service Users in achieving their planned outcomes, using a format to be agreed by the parties;
 - 3.2.3 each Service Users’ outcomes position is measured and recorded at key intervals throughout their time in receipt of the Services, along with the progression/regression made between such key intervals
 - 3.2.4 Personnel have a good level of awareness of the Service User’s outcomes and that Personnel understand their role in supporting Service Users to achieve their planned outcomes.

Staffordshire Grant Agreement

- 3.2.5 The reporting of Service User's outcomes shall form part of the Reports submitted by the Recipient. The Funder shall use this information to assess whether the Recipient has been effective in delivering the Project.

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SCHEDULE 4

To Be Agreed

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Schedule 5 (Data Protection Provisions and Information Governance Agreement)

****To be completed on Contract Award****

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Provider shall comply with any written instructions with respect to the processing by the Council

2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Data Controller Name and registered address:	Name: Address:
Data Processor Name and registered address:	Name: Address:
Subject matter of the Processing	
Duration of the Processing	
Nature and purposes of the Processing	
Type of Personal Data	<ul style="list-style-type: none"> • <i>Basic personal data</i> • <i>Sensitive personal data</i>
Categories of Data Subjects	
Sub-processors	
Territory	

Staffordshire Grant Agreement

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	
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Information Sharing Agreement

In relation to:

Staffordshire Enhanced District Inclusion Support Model

This individual Agreement is made under the One Staffordshire Information Sharing Protocol between:

and

1. Introduction

1.1 Basis for sharing

1.2 Purpose for the sharing

1.3 Length of agreement

1.4 Key Contacts

2. Information Sharing

2.1 Type of information that may be shared

- *Basic personal data*
- *Sensitive personal data*

2.2 How the information will be shared

2.3 Recipients and other organisations that the information may be shared with

2.4 Data Quality

2.5 Retention and destruction

2.6 Data subject rights

2.7 Data Security

3. General Obligations

4. Review of Agreement

5. Signatures

Signed for and on behalf of ***** - *specify service/area and include the address>*

Name:

Position:

Signature:

Date:

If applicable please also complete the below:			
ICO Registration No.		Date of expiry:	
DSP IG Toolkit Code		Rating and Score:	

Signed for and on behalf of ***** - *specify service/area and include the address>*

Name:

Position:

Signature:

Date:

If applicable please also complete the below:			
ICO Registration No.		Date of expiry:	
DSP IG Toolkit Code		Rating and Score:	