

Choose How You Move Legacy Grant

Terms & Conditions

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Organisation Name: Leicestershire County Council

Lead Name:

Position:

Contact Details:

Manager: Jessica Herbert

Position: Sustainable Travel Manager

Contact Details: Jessica.Herbert@leics.gov.uk

Site Address: Leicestershire County Council, County Hall, Leicester Road, Glenfield,
Leicester, LE3 8RA

Name of Project:

Organisation:

Lead Representative:

Position:

Contact Email:

The Agreement

This Agreement is dated X

Parties

1) Leicestershire County Council ("Funder")

2) X

Background

- 1) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- 2) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- 3) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed Terms

Definitions

In this Agreement the following terms shall have the following meanings:

- a) **Bribery Act:** 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.
- b) **Commencement Date:**
- c) **Grant:** the sum (£5,000) to the "Recipient"
- d) **Grant Period:** 12 months in accordance with the terms of this Agreement
- e) **Intellectual Property Rights:** 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.

f) **Know-How:** 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.

g) **Prohibited Act:** means:

- i. offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:
- ii. 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
- iii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- iv. entering into this Agreement or any other contract with the Funder 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;
- v. committing any offence:
- vi. under the Bribery Act;
- vii. under legislation creating offences in respect of fraudulent acts; or
- viii. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- ix. defrauding or attempting to defraud or conspiring to defraud the Funder.

h) **Project:** the delivery of the programme.

- i) **Project Manager:** the individual whom the Funder will notify the Recipient has been nominated to represent the Funder for the purposes of this Agreement.

Project Outline

The Recipient agrees to produce a project focusing on increasing active travel within the community. This project will include collating evidence, looking at behaviour change options, running the project and reviewing the project.

Grant funding must be used for the project agreed. Should you wish to make any changes or amendments to the agreed programme, this should be done so in consultation with the Funder. Leicestershire County Council reserves the right to reclaim unspent monies or monies spent on projects not within the agreed grant.

The contribution of Leicestershire County Council is to be recognised in any publicity or promotion of the project.

All press releases in connection with the project must be agreed with Leicestershire County Council.

Where practical, the 'Choose How You Move' logo should be incorporated, as agreed.

Ownership, of all liabilities and future maintenance of the project is to be the responsibility of your organisation unless specifically agreed in the award email/letter.

Applications are limited to one per year. Award of the grant does not preclude further application in future years by the successful applicant, for example for a different proposal or for a proposal by a different section of the organisation. However, in the event of competition for the scheme resources, previous awards to the applicant will be taken into account as part of the assessment process.

Payment of Grant

The Funder shall pay the Grant to the Recipient in advance subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.

No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

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

The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.

The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.

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.

Spending Remit

The grant funding is limited up to £5,000 per project year.

The project outline must include a schedule of expenditure. The organisation must be able to provide receipts and further details upon request by Leicestershire County Council of any payments made with the grant funding.

A minimum of £500 must be set aside for costs relating to training, monitoring and evaluation to allow for project longevity.

Use of Grant

The Grant shall be used by the Recipient for the delivery of the Project.

The Recipient shall not use the Grant to:

- a) make any payment to members of its Trustees
- b) purchase buildings or land; or
- c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date, unless this has been approved in writing by the Funder.

The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

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 or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

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.

Resource Limitations

Leicestershire County Council will provide the organisation a contact who will be able to answer queries and/or advise on the project.

Leicestershire County Council is not responsible for procuring resources for the project.

Leicestershire County Council is not able to provide resources for the project outside of the project term.

Behaviour Change Outcomes

The grant funding is given with the intention of having a change in behaviour in relation to active and sustainable travel.

Monitoring & Evaluation

Project monitoring information will be required, as agreed. The organisation must provide monitoring and evaluation of the project to date to Leicestershire County Council 12 months after this agreement has been signed. Further monitoring and evaluation may be requested at any time by Leicestershire County Council and/or Active Travel England.

Leicestershire County Council will require 'before and after' surveys, case studies and photographs where appropriate.

The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

Freedom of information

The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 and shall assist and co-operate with the Funder (at the Recipient's expense) to enable the Funder to comply with these information disclosure requirements.

The Recipient shall:

- a) transfer the request for information to the Funder as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
- b) provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within five working days (or such other period as the Funder may specify) of the Funder requesting that information; and
- c) provide all necessary assistance as reasonably requested by the Funder to enable the Funder to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

The Funder shall be responsible for determining at its absolute discretion whether the information:

- a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004.
- b) is to be disclosed in response to a request for information.

In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by the Funder.

The Recipient acknowledges that the Funder may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

without consulting with the Recipient; or

following consultation with the Recipient and having taken its views into account,

The Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Funder to inspect such records as requested from time to time.

Data Protection Act

Data collected will only be used for the purpose outlined in this form and in accordance with the Data Protection Act 1998. Please note: key data may be provided to bodies responsible for auditing and administering public funds for the purposes of preventing and detecting fraud

Leicestershire County Council will treat all information as confidential. Please refer to the Leicestershire County Council Privacy Notice.

Withholding, Suspending and Repayment of Grant

The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion terminate, withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- b) the delivery of the Project does not start on the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
- e) 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;
- f) the Recipient provides the Funder with any materially misleading or inaccurate information;

- g) the Recipient commits or committed a Prohibited Act;
- h) 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;
- i) 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);
- j) 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;
- k) 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 14 days of receiving written notice detailing the failure; or
- l) the Funder has notified the Recipient that the Grant funding under this Agreement is to be reduced or withdrawn due to financial pressures/restraints on the Funder and/or insufficient funds being available to meet the Funder's payment obligations under this Agreement.

Wherever under the 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 Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Funder.

The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

Anti-Discrimination

The Recipient shall not unlawfully discriminate directly or indirectly within the meaning and scope of the Equality Act 2010 or any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

The Recipient shall at all times comply with the Equality Act 2010 and the Funder's equality and diversity policy as may be amended from time to time, a copy of which will be provided by the Funder to the recipient at the Recipient's written request.

The Recipient shall take all reasonable steps to secure the observance of clause 0 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

Human Rights

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).

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.

Limitation of Liability

The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. 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.

Warranties

The Recipient warrants, undertakes and agrees that:

- a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- 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 with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 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 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
- j) since the date of its last accounts there has been no material change in its financial position or prospects.

Insurance

The Recipient shall affect 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**”).

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; and
- b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) 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.

Duration

The terms of this Agreement shall apply from the Commencement Date until it is terminated for whatever reason.

Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

Termination

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

The recipient may terminate this Agreement giving the Funder six months' written notice should it be required to do so by financial restraints or for any other reason.

Assignment

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.

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.

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.

Dispute

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 Project Manager or any other individual nominated by the Funder from time to time.

Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Funder and the Chief Executive of the Recipient 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.

In the absence of agreement, 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.

No Partnership or Agency

This Agreement shall not create any partnership or joint venture between the Funder 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.

Joint and Several Liability

Where the Recipient is not 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.

Contracts (Rights of Third Parties) Act 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

Governing Law

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.

Declaration

Data protection statement:

We agree to the Terms and Conditions above:

Name:

Position:

Date of submission: