Choose How You Move Business 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 *(**£2,000**)* 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 to and from the workplace. 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 £2,000 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.

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.

Declaration

Data protection statement:

We agree to the Terms and Conditions above:

Name:

Position:

Date of submission: