# DATED 2023

**Hart District COUNCIL (1)**

**and**

**[SUCCESSFUL BIDDER] (2)**

**GRANT AGREEMENT**

**Relating to provision of [Project Name]**

Shared Legal Services

Basingstoke & Deane Borough Council and Hart District Council

Civic Offices

London Road

Basingstoke

Hampshire

RG21 4AH

**THIS AGREEMENT** is made the day of 2023

**BETWEEN:**

(1) **HART DISTRICT COUNCIL** ofCivic Offices, Harlington Way, Fleet, Hampshire GU51 4AE (“the Council"); and

(2) **Sucessful Project Bidder** Address (“Recipient”)

**BACKGROUND:**

1. The Council has agreed to provide the Recipient with Funding to support it in delivering the programme described in Schedule 1 to this Agreement (“Programme”).
2. This Agreement sets out and records the basis upon which the Funding is being provided and how it is to be applied by the Recipient.

**IT IS AGREED** as follows:

1. **Definitions and Interpretation** 
   1. In this Agreement, unless the context admits or requires, the following words and expressions shall have the following meanings:
2. Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:
3. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
4. any information developed by the parties in the course of carrying out this agreement; and/or

c) any Commercially Sensitive Information.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Personal Data: means the personal data as defined by the Data Protection Legislation.

Programme: The activities to be provided by the Recipient as detailed at Schedule 1 to this Agreement.

National Fraud initiative: means the data matching exercise (or any similar successor exercise) run by the Audit Commission (or any successor body) under Part IIA of the Audit Commission Act 1998 which matches electronic data within and between participating bodies, including by way of example local authorities, to prevent and detect fraud.

UK GDPR**:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1. **TERM**

This Agreement shall commence on the date of this Agreement and shall continue until 31st March 2024 (‘Term’) subject always to prior amendment or termination as provided for in this Agreement.

1. **Funding**
   1. The Council shall pay £15,000 (excl. VAT) (“Funding”) to the Recipient on completion of this Agreement.
   2. The Recipient shall only use the Funding for the purpose of delivering the Programme in accordance with terms and conditions of this Agreement.
   3. The Funding must not be used to cover any VAT incurred on the Programme that will be recoverable. The Recipient must only use the Funding in respect of any irrecoverable VAT expected to be incurred.
   4. On the event of this Agreement ending either by coming to the end of its Term or by a termination under clauses 21.1 or 21.2, the Recipient shall within twenty-eight (28) days refund any part of the Funding which has not been expended or contractually committed by the Recipient.
2. **Recipient’s Warranty**
   1. The Recipient warrants that it:
      1. has full power and authority to enter into this Agreement for the purpose of delivering the Programme; and
      2. remains of sound financial standing and is not aware of any circumstances which may adversely affect such financial standing in the future.
3. **General Obligations of Recipient**
   1. The Recipient shall:
      1. use and apply the Funding to deliver the Programme;
      2. not make any material changes to the manner in which the Programme is delivered without having obtained the prior written approval of the Council;
      3. provide the information required pursuant to clause 6 to enable evaluation of the Programme and/or measurement of the Performance Indicators;
      4. recognise that it is receiving public funding and accept the responsibility of the Council to account for these monies; and
      5. fulfil the monitoring arrangements set out in clause 6.
4. **Monitoring and Reporting** 
   1. The Council may contact the Recipient to request information for the purposes of monitoring this Agreement and the Funding.
   2. The Recipient must provide any information that the Council may request under clause 6.1 within 10 working days of the request being made.
   3. The Programme will be monitored using the information provided under this clause 6. Provision of such information will provide an accurate, fair and rounded overview of the Programme, covering financial, performance and quality aspects.
5. **Insurance and Liabilities**
   1. The Recipient shall maintain polices of insurance in respect of the Programme and against all other risks and liabilities that may arise out of the performance of this Agreement. The recipient will maintain an appropriate level of insurances to cover the public and personal liabilities of the Recipient’s staff, service users and its activities.
6. **Health and Safety**
   1. The Recipient 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 any staff, agents or sub-contractors whilst engaged on any activities required for the performance of the Agreement.
7. The Recipient shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.
8. **Equality and Diversity**
   1. The Recipient shall:
      1. not unlawfully discriminate on any grounds, in line with the requirements set out in the Equality Act 2010 and other relevant legislation, or any statutory modification or re-enactment thereof;
      2. through their work, support the Council to meet the main aims of the Public Sector Equality Duty (Equality Act 2010): to eliminate unlawful discrimination, harassment and victimisation, advance equality of opportunity and foster good relations between people who share a protected characteristic (e.g. race, gender, age, disability etc.) and those who do not;
      3. take all reasonable steps, and have all relevant policies in place, to secure the observance of clauses 10.1.1 and 10.1.2 above by all staff or agents of the Recipient and (where appropriate) all suppliers and sub-contractors employed in the execution of this Agreement; and
      4. on request, provide the Council with details of such information as it may reasonably request from time to time for the purpose of monitoring the Recipient’s compliance in relation to this Agreement.
9. **Safeguarding**
   1. The Recipient shall, to the extent that delivery of the Programme will cause it to come into regular contact with children or vulnerable adults, have safeguarding children and vulnerable adult policies in place that comply with legislative requirements, Government guidance and the terms of the Council’s Policy and Procedure for the Safeguarding of Children and Vulnerable Adults.
   2. The Recipient must ensure that the correct Disclosure and Barring Service checks have been carried out for all relevant staff, agents and sub-contractors and provide them with appropriate safeguarding training.
10. **Human Rights Act 1998**
    1. The Recipient acknowledges that the Council is, as a public authority, subject to the provisions of the Human Rights Act 1998 and must have regard to the provisions of the European Convention for the Protection of Human Rights and Fundamental Freedoms 1950 which have been incorporated into United Kingdom Legislation as a result of the implementation of the Human Rights Act 1998.
    2. The Recipient shall not do anything, and shall ensure that its staff, agents and sub-contractors do not doing anything, either in the performance of the Programme or otherwise, that will cause the Council to be in breach of its obligations pursuant to clause 12.1.
11. **No Partnership**
    1. None of the provisions of this Agreement and no action taken by the parties under this Agreement shall constitute or be deemed to constitute a partnership or a relationship of principal and agent or any other fiduciary relationship and neither party has authority to bind the other in any way.
12. **Assignment and Sub-contracting**
    1. The Recipient shall not assign in whole or part or delegate or sub-contract any of its responsibilities under this Agreement to any other company, persons or individuals without the prior written consent of the Council.
13. **Compliance with Legislation**
    1. In delivering the Programme, the Recipient shall comply with the provisions of all statutes and subordinate legislation and any codes of management practice required or provided for under any such legislation.
14. **Data Protection**
    1. If any Personal Data is processed in relation to this Agreement, both parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
15. **Freedom of Information** 
    1. The Recipient acknowledges that the Council is subject to the requirements of the FOIA and the EIRs and shall assist and cooperate with the Council to enable the Council to comply with its information disclosure obligations.
    2. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
16. **RECORDS AND AUDIT**
    1. The Council is under a duty to protect the public funds it administers and consequently may use information about or in relation to the Recipient which it has acquired in relation to this Agreement or otherwise for the prevention and detection of fraud.
    2. The Council may share for such purposes all such information with other bodies responsible for auditing or administering public funds, including participation in the National Fraud Initiative, and the Recipient acknowledges and consents to such use and sharing of all such information.
    3. The Recipient will maintain full original documentary records relating to the implementation of the Funding, it’s financing, and outputs claimed and evidenced (in a form satisfactory to the Council).
    4. These records will be retained for a period of six (6) years from the expiry or termination of this Agreement.
    5. The retention of documents for inspection is a requirement and forms part of the terms and conditions under which the Funding has been agreed. Failure to produce original documents or satisfactory agreed substitutes could result in repayment of part or all the Funding.
    6. The Recipient will provide the Council with any further information required in relation to any audit, evaluation or other inspection of the Programme, both during this Agreement and after its completion.
17. **Disputes**
    1. The following provisions shall be applied to any disputes or differences between the parties arising out of the subject matter of this Agreement:
       1. in the first instance the parties shall use their best endeavours to resolve the dispute amicably;
       2. if such efforts do not resolve the dispute to the satisfaction of the aggrieved party, it shall write to the other specifying the cause of the dispute and within seven (7) days the Executive Director of Borough Development of the Council and a representative of the Recipient shall meet at the office of the Council with a view to arriving at an amicable solution to the dispute; and
       3. if the efforts detailed above fail, the dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators, and these Rules are deemed to be incorporated by reference into this clause.
18. **Termination**
    1. This Agreement may be terminated at any time by either party on 28 days’ notice in writing to the other party upon the occurrence of any of the following events:
       1. if either party commits any material breach of the terms of this Agreement which cannot be remedied within 28 days following receipt of a notice specifying such breach; or
       2. if either party enters into liquidation (other than bona fide solvent liquidation for the purposes of reconstruction or amalgamation) or if any resolution or order is passed or made for the purposes of the voluntary or compulsory winding up of either party or if either party enters into any composition with its creditors or suffers any distress to be levied on its goods or if an administrator,
       3. administrative receiver or a receiver or manager is appointed over any of its properties or assets or a petition is presented or an order made for the administration of such property or assets.
    2. The Council may terminate this Agreement in the event of the Recipient ceasing to use the Funding for the purposes of the Programme.
    3. Any termination of this Agreement will not affect any accrued rights or liabilities of either party.
19. **NoticeS**
    1. Any notice to be given by either party pursuant to this Agreement will be in writing and may be given personally, sent by facsimile or comparable means of communication or by pre-paid registered post to the address that such party specifies as its address for service for the purposes of this Agreement. Until either party gives notice to the contrary in accordance with this clause, the contact details for each of the parties are as set out in this Agreement.
20. **Variation**
    1. No variation of this Agreement shall be effective unless it is in writing and signed by both parties.
21. **Severability**
    1. If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.
22. **Entire Agreement**
    1. This Agreement constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior agreements, undertakings, arrangements, understandings or statements of any nature made by the parties whether oral or written (and, if written, whether or not in draft form) with respect of such subject matter.
23. **Third Parties**
    1. A person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999.
24. **Transparency**
    1. As part of the Council's commitment to be open and transparent with its residents, and in order to comply with the Local Government Transparency Code 2015, a list of all payments over £500, which will include the amount, purpose and beneficiary, will be published on the Council [council’s website](https://www.hart.gov.uk/about-council/performance-and-spending/financial-budgets-fees-and-charges).
25. **Governing Law**
    1. This Agreement shall be governed by and construed in all respects in accordance with English law and the English courts are the courts of exclusive jurisdiction.

**SCHEDULE 1**

**Activities to be provided by the Recipient**

**Programme Summary**

PROJECT DETAILS

**AS WITNESS** the hands of the parties

**THE COMMON SEAL of**

**HART DISTRICT COUNCIL**

**was hereunto affixed and this**

**document thereby executed as a**

**Deed in the presence of:**

Authorised Signatory

**SIGNED BY** ………………………………

**for and on behalf of The**

**[SucCEssful Bidder]**