

- (c) XX will only use the grant monies provided by the Council as set out in this agreement.
- (d) For the purposes of this agreement the East Cambridgeshire district shall be that as illustrated on the map in Schedule 1.
- (e) The Council will make financial payments to XX as set out in Clause 3 and this will be wholly exclusive to the agreement period as defined in Clause 2.

2. Agreement period

- (a) The agreement covers the period from XXXXXX 2019 to 31 March 2020 inclusive, subject to the invoking of any of the termination arrangements set out in Clause 12 herein.
- (b) Funds which have been allocated will be available for a period of 12 months; if the funds have not been drawn down during this period, the bid will be treated as having been withdrawn and the funds will cease to be available for that project.

3. Finance and payment

- (a) The Council shall make payments to the lead organisation under the agreement, the amounts not exceeding that set out in the table below:- **TO BE AGREED**

- (b) In the event of having to invoke Clause 12 herein, the Council will be entitled to recover any unspent funds pro-rata to any period remaining under the agreement.
- (c) XX will keep proper financial accounts and shall comply with legislative requirements for audit or independent inspection of those accounts. The Council's Chief Finance Officer shall be entitled to see copies of the financial reports and management accounts presented to the meetings of the Board of Trustees and financial information relating to any aspect of service or activities XX is providing under this agreement.

- (d) XX will provide the Council's Chief Finance Officer with a copy of its approved and published Annual Report and Financial Statements, within which the Council will be recognised as a grant provider.
- (e) The Council shall not divulge to any third party information obtained as a result of the inspection of XXXX accounts save insofar as that information is already in the public domain or the consortium has consented to the disclosure or the Council is under a legal duty so to do.

4. Representatives

4.1 Council's representative

The Council's representative will be the Infrastructure and Strategy Manager, who is employed by the Council and this shall include any successors or persons appointed by the Council to act in the capacity of the Council's representative and notification of the same given to the lead organisation.

4.2 XX representative

The XX representative will be the Chief Executive who is employed by the organisation and shall include any successors or persons appointed by the organisation to act in the capacity of its representative and notification of the same given to the Council.

5. Monitoring of performance and quality

5.1 Monitoring systems

XX will put in place a robust and effective monitoring and quality control system to the satisfaction of the Council's representative, prior to the start of this agreement. XX will keep detailed records through this system to demonstrate the achievement of the targets and outcomes set out in Schedule 2.

5.2 Quarterly monitoring reports

The grant awardee will provide the Council's representative with a monitoring report against the targets and outcomes in each quarter. The purpose of these

reports will be to review the grant awardee's performance in each quarter prior to releasing the funding for the next quarter.

Each of the monitoring reports should:-

- Review the outturn figures for the quarter against the targets set.
- Review the grant awardee's activities in the quarter and how these have contributed to the achievement of the targets.
- Agree any changes to activities and remedial action where performance needs to improve.
- Confirm activities for next quarter.

5.3 Publishing reports

In accordance with the Department for Communities and Local Government Policy: 'Making local councils more transparent and accountable to local people' monitoring reports detailing the achieved targets and outcomes for each quarter will be presented to the relevant Council Committee and published on the Council's website.

5.4 Remedial action

In accordance with Clause 5.2 areas identified as underperforming or not conforming to any part of this agreement will be notified in writing to the grant awardee. The grant awardee will undertake such remedial action to the satisfaction of the Council's representative within the time period agreed. Failure to achieve this by the grant awardee will be determined as a default under this agreement.

5.5 Default

Pursuant to Clause 5.4 above the Council's representative will refer any continuous under performance to the Council's Director - Commercial. A meeting will be convened with the grant awardee and a remedial plan of action will be agreed together with a timeframe for such work to be completed. If this work is not completed within the agreed timeframe the Director - Commercial will refer the matter to the relevant Council Committee for approval to withdraw the grant and Clause 12 herein will be invoked.

6. Legal and statutory obligations

- (a) XX will ensure that it complies with all relevant laws, statutory instruments and codes of practice in relation to the services provided under this agreement and satisfy the Council's representative that it is maintaining the same throughout the entire period of this agreement.
- (b) XX will immediately notify the Council's representative of any orders, notices or intended prosecutions or investigations served on the organisation at anytime during the agreement period. Failure by XX to do this will result in the grant being suspended in accordance with Clause 12 herein.

7. Employed staff and volunteers

- (a) XX will demonstrate to the Council's representative that it has all relevant policies and procedures in place and maintain the same for complying with all of its obligations in relation to the recruitment and employment of staff and volunteers.
- (b) The grant awardee will ensure that all staff and volunteers it employs to carry out the services under this agreement have been subjected to an enhanced Disclosure and Barring Service check in respect of working with children and vulnerable adults and satisfy the Council's representative that such checks have been carried out.
- (c) The grant awardee will have in place a Safeguarding Children and Vulnerable Adults Policy or similar, maintaining the same and a copy given to the Council's representative.

8. Publicity

The lead organisation will ensure that the Council is recognised in any literature relating to any activity or service provided by the consortium under this agreement. All publicity, press and media releases, promotional material, programmes and advertisements must display the Council's official logo and wording beside the title "supported by East Cambridgeshire District Council".

9. Insurance

XX will ensure that it has in place all appropriate and legally required insurances maintaining validity of the same during the whole period of agreement and produce such documentation on request by the Council's representative or Chief Finance Officer.

10. Equal Opportunities

Both parties shall provide to the other a copy of their statement of equal opportunities and the grant awardee shall ensure that services are provided in a way that supports the needs of everyone including those with protected characteristics.

11. Assignment

This agreement is specific to the Council and XX and may not be assigned or sub contracted by either party without prior agreement in writing of the other.

12. Termination

- (a) Either the Council or XX may terminate this agreement by giving three months notice in writing.
- (b) Notwithstanding Clause 5.5 herein if either party fails to comply with the terms of this agreement the other party may set out in a written notice where the failure has occurred and require that the failure be made good within a specified reasonable timescale. Failure to meet this timescale shall entitle the aggrieved party to cancel this Agreement seven days after the date specified. In this event the aggrieved party shall be entitled to payment or repayment of funds outstanding and may be entitled to compensation for any loss incurred as a result of failure to comply with this Agreement.

This agreement is signed and dated by the parties as follows:-

For East Cambridgeshire District Council (the Council) by:

.....

Whose position is (insert job title) and is a duly authorised officer.

Dated.....

and

For XX by:

.....

Whose position is.....and duly authorised to sign on behalf
of XX

Dated.....

SCHEDULE 1 – Map of East Cambridgeshire

SCHEDULE 2 – Outcomes and targets to be achieved

Year 1							
XX XX 2019 to 31 March 2020							
Outcome to achieve	Key activities	Milestones	Outcome measured by	Q1 Target	Q2 Target	Q3 Target	Q4 Target
	TO BE AGREED						

Additional Information to be provided with quarterly monitoring reports

- Client and partner feedback on services provided
- Feedback from volunteers/back to work programme participants on programme of training provided and their input to the service
- Geographic spread of customers
- Web feedback statistic

SCHEDULE 3 – Monitoring, meetings and payment dates

Parties will endeavour to meet the dates as set out below:

TO BE AGREED

Quarter	Period dates	Monitoring report deadline	Payment date (Quarter in advance)
1			
2			
3			
4			