



Home Office

GRANT AGREEMENT

between

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

and

SHEFFIELD CITY COUNCIL

**FOR THE PROVISION OF
FY20-21 EU SETTLEMENT SCHEME GRANT FUNDING**

FOR THE PERIOD 01 OCTOBER 2020 TO 31 MARCH 2021

**HOME OFFICE
UK VISAS & IMMIGRATION
2 Marsham Street
London SW1P 4DF**

CONTENTS PAGE

CONTENTS PAGE	2
HOME OFFICE GRANT TERMS AND CONDITIONS	4
1. Introduction	4
2. Definitions and Interpretations	5
3. Grant Offer	9
4. Amount of the Grant	10
5. Timing of the Grant	10
6. Managing the Grant	11
7. Records to be kept	13
8. Eligible and Ineligible Expenditure	14
9. Audit and inspection	15
10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant	16
11. Conflict of interest and fraud, financial or other irregularities	18
12. Procurement procedures	19
13. Insurance coverage	21
14. Indemnity	21
15. Intellectual Property Rights and Branding	21
16. Breach of Grant Conditions	22
17. Funding Period and Termination including Consequences	24
18. Amendments to the Grant Agreement	25
19. Confidentiality	26
20. Data Protection, Data Sharing, Information Acts, Publicity and Transparency	26
21. Notices	27

22. Contract (Rights of Third Parties) Act 1999	28
23. Dispute Resolution	28
24. Governing Law	29
ACCEPTANCE OF GRANT	30
SCHEDULE 1 – THE PURPOSE	31
The Project	31
Background	31
Key Outcomes.....	32
Key Roles and Responsibilities	33
Indicative Expenditure Breakdown	33
SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE	35
SCHEDULE 3 – MONITORING INFORMATION REQUIREMENTS	36
Reporting	36
Risk Management.....	38
Ad Hoc Reporting.....	38
Risk, Controls and Assurance	38
SCHEDULE 4 – DATA SHARING AGREEMENT (DSA)	40
Aims and Objectives of the DSA	40
ANNEX A.....	45
Grant Claim Form	45
ANNEX B.....	47
Outturn Statement	47
ANNEX C.....	49
Authorised Representatives	49
ANNEX D.....	51
Delivery Proposal	51
ANNEX E	53
Limitations on Funding Use and Ineligible Expenditure	53
ANNEX F	56
Grant Funding Letter	56
ANNEX G	57
Grant Variation Notice (Template)	57
ANNEX H.....	58

HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on 01 October 2020.

Between:

- (1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's UK Visas & Immigration whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

AND

- (2) Sheffield City Council, whose principal address is at Town Hall, Pinstone St, Sheffield City Centre, Sheffield S1 2HH, (the "**Recipient**").

IN RELATION TO THE PURPOSE:

Project Name: FY20-21 EU Settlement Scheme Grant Funding

Project Reference: 489

Project Description: Deliver practical support to vulnerable EU, EEA and Swiss citizens to help them make their EU Settlement Scheme application by 30 June 2021, as fully detailed in Schedule 1 (the "**Purpose**").

1. Introduction

- 1.1. The Authority is exercising the power conferred to it by Nationality, Immigration and Asylum Act 2002, Chapter 41, Part 3, Section 59 to make awards of grant funding.
- 1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Sections, four (4) Schedules and eight (8) Annexes.
- 1.3. It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions for between the Authority and the Recipient to deliver EU Settlement Grant Scheme Funding.
- 1.4. If the Grant will impact vulnerable people in different UK regions, i.e. cross-border support in a selection of England, Wales, Scotland and Northern Ireland, the Recipient, Delivery Partners and Project Implementation Partners should be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate. For example, where the Purpose is also delivered in Wales, whether wholly or partially, it must be provided in such a way as to not treat

the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

- 1.5. This Grant Agreement is subject to the commencement of delivery, in line with Government advice on COVID-19, and may subsequently be withdrawn where delivery is no longer possible, or no longer in line with government policy. Where the commencement of delivery is not immediately possible, due to Government advice, payment will not be made until such time as the commencement of the delivery phase is formally approved.

2. Definitions and Interpretations

- 2.1. In this Grant Agreement:

“**Annex**” means the annexes attached to this Grant Agreement;

“**Asset**” means any Tangible Asset or Intangible Asset which cost more than £5,000, excluding VAT, purchased using all or any part of the Grant.

“**Authorised Representatives**” means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

“**Background IPRs**” means any pre-existing IPR vested in or licensed to either Party prior to the award of this Grant Agreement and/or created by either Party independently of the Purpose and/or without the Grant;

A “**Calendar Day**” means any calendar day, Sunday through Saturday inclusive;

“**Civil Society Organisations**” (as defined in The Compact) means charities, social enterprises and voluntary and community groups;

“**Clause**” means the clauses in these Terms and Conditions which form part of this Grant Agreement;

“**Commencement Date**” means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being the 01 October 2020;

“**Commercially Sensitive Information**” means information of a commercially sensitive nature that may cause the Recipient significant commercial disadvantage or material financial loss relating to the (a) pricing of the Grant Agreement, (b) Recipient’s IPRs, and (c) Recipient’s own business and investment plans;

The “**Compact**” means the national agreement between the UK Government and Civil Society Organisations which aims to ensure the parties work effectively in partnership to achieve common goals and outcomes for the benefit of communities and citizens;

A “**Critical Incident**” means any incident where the outcome or consequence of that incident is likely to result in serious harm to any individual; or significant community impact; or significant impact on

public confidence in the Authority, including the provision of the Purpose;

“Crown Body” means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf;

“Data Incident” means any circumstance which results in the loss, theft or inappropriate disclosure of information obtained as a result of pursuing the Purpose to a Third Party whether by accident or intention;

“Data Protection Legislation” means (i) the General Data Protection Regulations (‘GDPR’) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;

“Delivery Partner” means any Third Party, whether an organisation or an individual, working with the Recipient, and remunerated by the Recipient from the Grant, to deliver the Purpose;

“Delivery Proposal” means the Recipient’s proposal at Annex D for achieving the Authority’s objectives as described in Schedule 1;

“Duplicate Funding” means funding received by the Recipient from a Third Party (including a Crown Body) which is intended to be used to deliver the Purpose, and which has not been declared to the Authority. Alternate sources of funding, where declared and accepted as Supplementary Funding, will not be considered Duplicate Funding so long as the Recipient can demonstrate what additionality (sustainability; volumes; scope; geography etc) this enables;

“Eligible Expenditure” means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

A **“Finance Officer”** means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority;

The **“Funding Period”** means the period for which the Grant is provided from the Commencement Date to 31 March 2021; The **“Grant”** means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of which (the **“Grant Amount”**) payable in GBP (£) Sterling shall not be more than

ninety thousand, one hundred and eighty pounds and thirty-six pence (£90,180.36);

“Grant Claim” means a payment request submitted on the form found at Annex A by the Recipient to the Authority detailing its claim for Eligible Expenditure;

The **“Grant Funding Letter”** means the letter dated September 2020 from the Authority to the Recipient which sets out supplementary information in relation to the Grant, a copy of which is set out in Annex F;

“Grant Sponsor” means the individual who has been nominated by the Authority to be the principal point of contact for the Recipient in relation to the Grant Agreement and whose name is recorded in Annex C;

A **“Grant Variation Notice”** means the official communication notifying the Parties and specifying the changes that have been made to the Grant Agreement and recorded at Annex G and Annex H;

“Ineligible Expenditure” means expenditure which is not Eligible Expenditure and as further detailed in Annex E;

“Information Acts” means the Data Protection Legislation, Freedom of Information Act 2000 (‘FOIA’) and the Environmental Information Regulations 2004 (‘EIR’);

“Intangible Asset” means any asset (either as a single or as a batch) without physical substance but which is identifiable and controlled through custody or legal rights, for example, most commonly (but not limited to) software licences, quotas, patents, copyrights, franchises and trademarks purchased, donated or developed together, which cost more than £5,000; and has an economic life of twelve (12) Months or more; and is purchased, developed or maintained wholly or partially using the Grant;

“Intellectual Property Rights” or **“IPRs”** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets, and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and any other rights in Commercially Sensitive Information;

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

“**Losses**” means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

A “**Mediator**” means any independent person/body appointed by both Parties to mediate upon any dispute;

A “**Month**” means any calendar month;

An “**Outturn Statement**” means the detailed end of year monitoring report template found at Annex B to be submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A “**Party**” means a signatory to this Grant Agreement;

“**Personal Data**” has the meaning given to it in the Data Protection Legislation;

“**Project Manager**” means the individual who has been nominated by the Recipient to be the principal point of contact for the Authority in relation to the Grant Agreement and whose name is recorded in Annex C;

“**Schedule**” means the Schedules attached to this Grant Agreement;
“**Staff**” means any person employed or engaged by the Recipient and acting in connection with the operation of this Grant Agreement including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners) used in the delivery of the funded outcomes;

“**State Aid**” means the law embodied in Articles 107- 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union or any subsequent Law which replaces it following the UK’s exit from the European Union;

“**Supplementary Funding**” means any contribution offered by a Third Party to the Recipient towards fulfilment of the Purpose intended to meet the balance of any expenditure not supported by the Grant and notified to the Authority in accordance with Clause 10.9;

“**Tangible Asset**” means any physical item or group of items, including (but not limited to) land, buildings, plant and equipment, that is purchased, donated or developed together, which cost more than £5,000; and has an economic life of twelve (12) Months or more; and is purchased, developed or maintained wholly or partially using the Grant;

“**Third Party**” means any party whether person or organisation other than the Authority or the Recipient;

“**Unspent Monies**” means any of the Grant which remains unspent and uncommitted at the end of a Funding Period or because of termination or breach of these Conditions; for avoidance of doubt Supplementary Funding will neither be considered as Grant or Unspent Monies;

“**Value for Money**” means securing the optimum combination of cost, quality and effectiveness, including relevant social value criteria over the whole period of use; it does not mean minimising upfront prices i.e. the lowest or cheapest option; and

A “**Working Day**” means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday as per section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

- 2.2. In this Grant Agreement, unless the context otherwise requires:
- a. References to the singular include the plural, and vice versa;
 - b. References to a gender include the other gender and the neuter;
 - c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body;
 - d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, subclauses, appendices annexes and schedule to this Grant Agreement;
 - e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement;
 - f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act;
 - g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument;
 - h. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

3. Grant Offer

- 3.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure.
- 3.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

4. Amount of the Grant

- 4.1. The Authority has agreed funding of up to the Grant Amount; the Grant Amount will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.
- 4.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the Funding Period.
- 4.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.
- 4.4. The Recipient acknowledges that unless explicitly agreed by the Authority in writing in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by non-UK governments or by any non-UK local public authority.

5. Timing of the Grant

- 5.1. Grant Claims will be paid in accordance with the payment profile and triggers detailed in Schedule 2, within thirty (30) Calendar Days of the receipt and agreement of correctly submitted supporting information as set out in Schedule 3.
- 5.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.
- 5.3. In order for the Grant to be released, the Authority will require the Recipient to:
 - a. have signed and returned a copy of this Grant Agreement to the Authority, and
 - b. have provided the appropriate bank details, and

- c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.
- 5.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.
- 5.5. The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

Recipient Details

Recipient Address Details

- | | |
|-------------------------------|---------------------------|
| 1. Registered name of company | 1. Registered Address |
| 2. Trading name of company | 2. Credit Control/Finance |
| 3. Company registration | Address number |
| 4. Vat registration number | |

Contact Details

Payment Details

- | | |
|--|--------------------------------|
| 1. Email address for purchase orders | 1. Bank Name |
| | 2. Branch name and address |
| 2. Email address for remittance Name | 3. Company Bank Account advice |
| 3. Email address for invoice | 4. Bank Account Number queries |
| | 5. Bank Account Sort Code |
| 4. Telephone Number for Accounts Receivable/Credit Control | |
- 5.6. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Periods.
 - 5.7. Any request for payment relating to activities undertaken after the Funding Period shall be subject to the specific written approval of the Authority (such approval not to be unreasonably withheld).

6. Managing the Grant

- 6.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Project Manager.
- 6.2. The Recipient shall:

- a. have sound administration and audit processes, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,
 - b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and
 - c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.
- 6.3. The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams
- 6.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.
- 6.5. The Recipient may not veer (move) funds between this Grant and other grants made to it.
- 6.6. The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.
- 6.7. In support of Grant Claims, and in accordance with the monitoring and reporting requirements detailed in Schedule 3, using the template at Annex A the Recipient shall highlight any significant financial variances, underspend or overspend.
- 6.8. Where an underspend is identified by the Recipient, the Authority may require that (i) a revised budget toolkit is submitted, and (ii) subsequent payment values noted in Schedule 2 are adjusted accordingly.
- 6.9. At the end of the Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must: a. be in the format set out in Annex B, and
- b. be signed by a Finance Officer.
- 6.10. The Authority may ask the Recipient to clarify any information provided to it. If so, the Recipient shall comply with any such request.
- 6.11. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.
- 6.12. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it. This includes (without

limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.

- 6.13. At the end of the Funding Period, or upon termination howsoever caused, the Recipient shall ensure that all Unspent Monies are returned to the Authority, unless otherwise agreed in writing by the Authority and at its sole discretion.
- 6.14. For the purposes of accounting, reconciliation and the repatriation of Unspent Monies at termination or at any other point provided for within this Grant Agreement, the Grant shall consist of:
 - a. all Grant monies paid to the Recipient,
 - b. all interest and returns generated from the investment of the Grant; and
 - c. the proceeds of the sale or disposal of any Non-current Assets.
- 6.15. The Recipient shall be mindful of the UK Government's "Greening Government Commitments"¹ and ensure that all its activities and those of its Delivery Partners are delivered in accordance with these.
- 6.16. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.17. The Recipient shall, upon request, make available to the Authority a plan which sets out the provisions required to achieve a controlled closure of the programme in the event of early termination or withdrawal of the grant. The Plan should include indicative direct costs that the Authority may reasonably be expected to contribute towards (including but not limited to):
 - a. any existing commitments (e.g. contracts, dilapidations, recurring cost commitments etc.)², and/or
 - b. additional costs and activities

¹ <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>

² The Authority will consider such information but does not commit in advance to pay such costs identified. These will be negotiated on a case-by-case basis, based upon the provision of auditable evidence.

7. Records to be kept

- 7.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:
- a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Periods. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
 - b. gifts, both given and received, in connection with the Purpose.
- 7.2. Where the Recipient is paying Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):
- a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,
 - b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money
-
- was spent, and
- c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.
- 7.3. Where the Grant is spent on Assets, the Recipient must:
- a. maintain a register of such items. This register shall record as a minimum,
 - (i) the date the item was purchased,
 - (ii) description of the Asset,
 - (iii) location of the Asset,
 - (iv) the price paid,
 - (v) the date of disposal, and
 - b. provide proof of insurance coverage for the useful life of the relevant Asset, and
 - c. make the Assets available for inspection.
- 7.4. Assets will be the property of the Recipient for the duration of the Funding Period and must only be used in furtherance of the Purpose.
- 7.5. The Recipient shall undertake all necessary maintenance and upkeep activities including but not limited to the proper

insurance, routine inspection, testing, maintenance, repair and refurbishment of such Assets.

- 7.6. The Recipient shall maintain records in relation to Assets which require active maintenance and will make them available to the Authority upon reasonable request.
- 7.7. On the expiry or termination of this Grant Agreement (howsoever caused), lien in Assets acquired using the Grant shall remain with the Recipient, unless otherwise expressly agreed in writing between the Parties.
- 7.8. Following an event as described in Clause 7.7, the Authority may offer to purchase the Asset(s) at a fair market value agreed in writing by the Parties.
- 7.9. At any time after purchase, should the Recipient propose to sell, dispose of, change the use of or donate to a Third Party an Asset then the Recipient must first consult the Authority to determine what should happen.
- 7.10. The Authority may require the Recipient to:
 - a. return proceeds from sale of any Assets to the Authority, or
 - b. re-invest proceeds from the sale of any Assets.
- 7.11. The provisions of Clauses 7.9 and 7.10 shall survive the termination of this Grant Agreement, howsoever that occurs.

8. Eligible and Ineligible Expenditure

- 8.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1 and Annex D, or as approved in writing by the Authority.
- 8.2. Annex E describes in more detail examples of Ineligible Expenditure.
- 8.3. The following costs/payments will be classified as Eligible Expenditure if incurred in delivering the Purpose:
 - a. Salary costs, in whole or as a portion, comprising basic salary, employer pension contribution, recruitment & retention allowances and statutory sick pay,
 - b. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes, for example an Independent Assurance Statement,
 - c. giving evidence to Parliamentary Select Committees in connection with the Purpose or this Grant Agreement,
 - d. attending meetings with government ministers or civil servants to discuss the progress of the Purpose or this Grant Agreement,

- e. responding to public consultations, where the topic is relevant to the Purpose. Eligible Expenditure does not include the Recipient spending the Grant on lobbying or employing other people to respond to any such consultation (unless explicitly permitted in the Grant Agreement),
- f. providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of the Grant, for example, 'What Works Centres', and
- g. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

9. Audit and Inspection

- 9.1. The Recipient shall comply with the international accounting standards or the Charities Statement of Recommended Practice³.
- 9.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.
- 9.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit then an

Independent Assurance Statement must be signed off by either an external auditor or an independent qualified accountant.

- 9.4. On request, the Recipient will send the Authority a copy of its, or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be either:
 - a. a hard copy sent by traditional post, or
 - b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).
- 9.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy,

³ <https://www.gov.uk/government/publications/charities-sorp-2005>

efficiency and effectiveness with which the Grant has been used.

- 9.6. Further to Clause 9.5, any officer or officers of the Authority, external auditing bodies (e.g. National Audit Office or Public Sector Audit Appointments) or their nominees, may also examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant.
- 9.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 9.5 and 9.6.
- 9.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.
- 9.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

- 10.1. The Recipient will notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its Staff or Delivery Partners.
- 10.2. The Recipient shall ensure that all reasonable steps have been taken to ensure that it and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).
- 10.3. Where the Grant will be distributed outside the United Kingdom and/or the European Union the Recipient shall use its best endeavours to ensure that such funding:
 - a. does not contravene the Laws of any other country; and
 - b. is not used to support activities which could bring the Authority's name into disrepute.
- 10.4. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should cover, but not be limited to: business continuity; safeguarding; quality assurance; ethical behaviour; and, data protection and shall remain current for the duration

of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board. All Staff must be aware of these policies and of how to raise any concerns.

- 10.5. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the Purpose into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 10.6. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and all forms of bullying, harassment and discrimination, especially for those who have a protected characteristic under the Equality Act 2010 (sexual orientation, race, religion, age, disability, sex, gender reassignment, marriage/civil partnerships and maternity / pregnancy) as well as gender identity. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse, bullying, harassment or discrimination related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.
- 10.7. Any event notified to the Authority under Clauses 10.5 and/or 10.6 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.
- 10.8. The Recipient shall comply fully with the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')⁴. It will ensure that Staff are made aware of their obligations and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.

-
- 10.9. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:
 - a. ensure that robust due diligence processes (similar to that set out in Clause 12.2), regarding both the prospective donor and the source of the monies, have been undertaken, and

⁴ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.

10.10. Following receipt of information in accordance with Clause 10.9, the Authority shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Purpose is acceptable to it.

In instances where the Authority does not agree the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm in writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.

10.11. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

11. Conflict of interest and fraud, financial or other irregularities

11.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.

11.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Grant Agreement.

11.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.

11.4. If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.

11.5. For the purposes of Clause 11.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, bribery, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.

11.6. The Recipient must pro-actively identify, itemise and assess how it and the use of the Grant might be vulnerable to fraud. Fraud should always be considered as a risk and reported on as required in Schedule 3 (Risk Management or Ad-hoc reporting).

- 11.7. The Recipient agrees that it, or any Delivery Partner, will not apply for or otherwise obtain Duplicate Funding. The Authority may refer the Recipient or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.
- 11.8. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

12. Procurement procedures

- 12.1. In procuring any works, goods or services or otherwise disbursing the Grant, the Recipient shall follow its own procurement guidelines to secure Value for Money and shall apply the principles of nondiscrimination and equal treatment, transparency, mutual recognition and proportionality in all purchases of goods and services. For example, some degree of advertising appropriate to the scale of the proposed expenditure is likely to be necessary to demonstrate transparency. This is in line with the UK objective of achieving Value for Money for the taxpayer.
- 12.2. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisations' financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk, money laundering, terrorism, modern slavery etc); and ensure the payment is not Duplicate Funding.
- 12.3. When procuring or entering into an arrangement with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:
- a. Government Functional Standard for General Grants⁵, and
 - b. Compact in all its dealings with Civil Society Organisations.
- 12.4. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the

⁵ <https://www.gov.uk/government/publications/grants-standards>

Purpose, the Recipient shall ensure that such terms are included in the agreement which:

- a. requires the Recipient to pay all sums due within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
 - b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
 - c. ensure that all funded activities are fully reported on,
 - d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
 - e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.
- 12.5. Onward payment of the Grant to Beneficiaries and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.
- 12.6. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying any Delivery Partner's invoice or claim request.
- 12.7. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice within thirty (30) Calendar Days of receipt, the Authority shall be entitled to publish details of the late or non-payment (including on government websites and in the press).
- 12.8. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.
- 12.9. Subject to the terms of this Grant Agreement, if the Recipient follows a single tender or other direct award procedure it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances for example where:
- a. the requirement can demonstrably be met only by proprietary or specialist equipment,
 - b. the requirement can demonstrably be met only by a single available entity with extremely niche skills, or
 - c. there are simply no alternative sources of supply.

12.10. The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal State Aid to any organisation or individual⁶. The Recipient will maintain appropriate records of its compliance with the state-aid Law requirements.

13. Insurance coverage

13.1. The Recipient shall ensure that appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) are in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose.

13.2. Where the Recipient is a public body and has in place appropriate self-insurance arrangements, the Recipient may request, and the Authority, acting reasonably, may agree that the provisions of Clause 13.1 above shall be waived.

14. Indemnity

14.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.

14.2. The Recipient agrees to indemnify the Authority for any costs, claims, damages or Losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.

14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of either Party, but excluding any industrial dispute. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

14.4. Nothing in this Grant Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for:

- a. death or personal injury caused by negligence; and
- b. fraud or fraudulent misrepresentation.

⁶ <https://www.gov.uk/guidance/state-aid>

15. Intellectual Property Rights and Branding

- 15.1. The Parties shall retain exclusivity in their own Background IPRs.
- 15.2. Unless otherwise agreed in writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.
- 15.3. Ownership of Third-Party software or other IPR necessary to deliver the Purpose will remain with the relevant Third Party.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 15.7. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent projects.

16. Breach of Grant Conditions

- 16.1. If the Recipient fails to comply (or to procure the compliance by any Delivery Partner or Third Party, as applicable) with any of the conditions set out in this Grant Agreement, or if any of the events mentioned in Clause 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may reduce or suspend, or withhold Grant payments, require all or any part of the Grant to be repaid and/or terminate this Grant Agreement with immediate effect. The Recipient must repay any amount required to be repaid under this Section 16 within thirty (30) Calendar Days of receiving any such demand for repayment.
- 16.2. The events referred to in Clause 16.1 are as follows:
 - a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Authority,

- b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority,
 - c. any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material,
 - d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity, Data Incident, or Critical Incident,
 - e. the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial,
 - f. the Recipient is subject to
 - a proposal for a voluntary arrangement,
 - has a petition for an administration order, or a winding-up order brought against it,
 - passes a resolution to wind up,
 - makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
 - is subject to the appointment of a receiver, administrator or liquidator
 - g. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose; or
 - h. the Recipient fails to comply with the provisions regarding State Aid,
 - i. the Recipient (or a Delivery Partner) is in receipt of Duplicate Funding, or
 - j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out Clauses 10.9 and 10.10, or
 - k. the Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient, its Staff, Delivery Partner(s) or other Third Party involved in achieving the Purpose.
- 16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach.

- 16.4. The Recipient must act within thirty (30) Calendar Days (or earlier, depending on the severity of the problem) to address the Authority's concern or remedy the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with the steps taken by the Recipient to address its concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.
- 16.5. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant Agreement.
- 16.6. On termination of this Grant Agreement for any reason, the Recipient (as soon as reasonably practicably) shall return any Assets or Authority property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

17. Funding Period and Termination including Consequences

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the Funding Period. However, the Authority, at its discretion, may extend this Grant Agreement, for a specified period of time, with an appropriate level of additional funding. In such circumstances, the Authority must provide at least thirty (30) days' notice to the Recipient.
- 17.2. Subject to Clauses 16.3 to 16.5, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:
 - a. using any part of the Grant for a purpose other than the Purpose,
 - b. making any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration,
 - c. failing to comply with any obligation arising from the Grant Agreement, or
 - d. failing to remedy any breach of this Grant Agreement.
- 17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.

- 17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.
- 17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.
- 17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.
- 17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and verified invoice(s) but in any case, upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.
- 17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4. In such instances the Recipient shall return all Unspent Monies to the Authority.
- 17.9. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner, the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be cognisant of the terms of a legally binding agreement and, where appropriate, the need for an alternative to be provided.
- 17.10. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that Value for Money is achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of

the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.

- 17.11. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.
- 17.12. The Recipient undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Authority to ensure a smooth transfer of responsibility for the funded activities
- 17.13. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the Parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

18. Amendments to the Grant Agreement

- 18.1. The Authority shall have the right to amend the Schedule 1 and/or Schedule 3 at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.
- 18.2. The Authority may on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 18.3. Additionally, either Party may request in writing changes to the Grant Agreement during the Funding Period.
- 18.4. If the Parties cannot agree on the content of a change initiated under Clause 18.3 then the proposed change(s) will be withdrawn. In all events the Authority shall hold the final right of rejection.
- 18.5. Any amendments to this Grant Agreement and/or the Grant Funding Letter shall:
 - a. only be valid if they are documented using a Grant Variation Notice form duly signed by an Authorised Representative of both Parties, and;
 - b. be recorded in Annex G and Annex H.
- 18.6. The Grant Agreement itself shall be updated and re-issued bearing the next sequential version control reference.

19. Confidentiality

- 19.1. Nothing in this Section 19 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Section 19.
- 19.2. The Recipient undertakes to keep confidential and not to disclose any information of a sensitive nature which it has obtained by reason of this Grant Agreement.
- 19.3. The Recipient shall not use any information which it has obtained as a result of delivering the Purpose in any way which is inaccurate or misleading.
- 19.4. The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Recipient will liaise with the Authority to agree costs in writing in advance of committing expenditure.
- 19.5. The provisions of this Section 19 shall survive the termination of this Grant Agreement, however that occurs.

20. Data Protection, Data Sharing, Information Acts, Publicity and Transparency

- 20.1. The Recipient acknowledges that grant agreements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Grant Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 20.2. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 20.3. The Recipient shall abide by the terms of the Data Sharing Agreement (Schedule 4).
- 20.4. Nothing in Section 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body, provided that in disclosing information the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 20.5. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.
- 20.6. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and

certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

- 20.7. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.
- 20.8. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.
- 20.9. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.
- 20.10. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.
- 20.11. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.

21. Notices

- 21.1. All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a Party on the other Party at its address shown at the head of this Grant Agreement.
- 21.2. Notices delivered hereunder shall be deemed to be delivered if:
 - a. delivered by hand, upon receipt,
 - b. sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting,
 - c. sent by electronic mail, on the date of delivery except when an electronic mail is sent on a day which is not a Working Day or after 3:00pm on a Working Day, the electronic mail shall be deemed to have been received on the next Working Day,

- d. sent by facsimile transmission, on the date of transmission, provided that the transmission does not take place on a day which is not a Working Day or after 3:00pm on a Working Day, in which case, the transmission is deemed to have taken place on the following Working Day, and provided in any event that a confirming copy is sent to the other Party either by hand, or by first class post.

22. Contract (Rights of Third Parties) Act 1999

- 22.1. No person who is not a Party to this Grant Agreement shall have the right to enforce any its terms.

23. Dispute Resolution

- 23.1. The Parties shall attempt in good faith to negotiate an amicable settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute from the Grant Sponsor and Project Manager to an appropriately senior representative of each Party.
- 23.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Grant Agreement) shall, in the first instance be referred to the Project Manager and the Grant Sponsor.
- 23.3. Should the dispute or complaint remain unresolved within fifteen (15) Working Days of the matter first being referred to the individuals named in Clause 23.2, either Party may refer the matter to the Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within twenty (20) Working Days, or such other period as may be mutually agreed by the Authority and the Recipient.
- 23.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with Clause 23.3, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 23.5. If the Parties fail to appoint a Mediator within one (1) Month or fail to enter into a written agreement resolving the dispute within one (1) Month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable Law.

24. Governing Law

24.1. This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

Home Office

UK Visas & Immigration


1 October 2020

ACCEPTANCE OF GRANT


Sheffield City Council, the Recipient, accepts the offer of the Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

On behalf of the Recipient:

Project Manager

Signature:	
Name:	Lorraine Wood
Date:	14/10/20
Position:	Head of Communities


Senior Finance Officer (if different to above)

Signature:	
Name:	Paul Schofield
Date:	16 th October 2020
Position:	Head of Service, Accounting and Infrastructure

Bank details for Grant payment

Bank name:	Barclays
Branch name:	Sheffield
Sort code:	20-77-18
Account name:	Sheffield City Council – general a/c
Account number:	33881172
Address:	2-12 Pinstone Street, Sheffield
Post code:	S1 2HN

Signed on behalf of the Authority (UK Visas & Immigration):

Signature:	
Name:	Julian Mahony
Date:	30/09/2020
Position:	Project Lead

HOME OFFICE USE:

Payment instructions per Grant Holding Unit:

Metis codes:	Directorate / entity code	Cost centre	Account code (1)	Project code	Supplier code
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SCHEDULE 1 – THE PURPOSE

THE PROJECT

- 1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Funding. The Authority is providing the Grant to enable the Recipient to deliver practical support to vulnerable EU, EEA and Swiss Citizens and their family members (“Citizens”) to help them make their EU Settlement Scheme application.

BACKGROUND

- 1.2 UK Visas & immigration (UKVI) is The Authority department responsible for making millions of immigration decisions every year about who has the right to visit or stay in the country. UKVI’s vision is to be a worldleading immigration service working for a safe and prosperous UK, whilst delivering world-class customer service.

A key priority for UKVI is to deliver the EU Settlement Scheme for EU, EEA and Swiss citizens and their (non-EU) family members. The EU Settlement Scheme enables those EU, EEA and Swiss citizens who are resident in the UK before the end of the transition period on 31 December 2020, and their family members, to obtain a UK immigration status through a straightforward and streamlined process.

It is critical that there are arrangements in place to accommodate the diverse needs of individuals who need to apply for the Scheme. There are a range of people who might be vulnerable and therefore require extra support in being aware of and/or applying for the Scheme.

The deadline for applications to the Scheme for those resident here by the end of 2020 is 30 June 2021.

The Scheme is designed to be as straightforward as possible for eligible citizens and their family members to make an application. To obtain settled status, applicants generally need simply to have lived continuously in the UK for five years. This means, for example, that stay-at-home parents, retired people and students can all be eligible. Those with less than five years’ continuous residence are generally granted pre-settled status and will be able to apply for settled status once they reach the five-year point.

The majority of those currently resident in the UK who need to apply for status under the Scheme are well-informed and understand when and how they need to apply. However, a minority of people are at risk (for a variety of reasons) of either remaining unaware that they should apply and/or struggling to do so.

The Home Office recognises that there could be a higher risk of vulnerable people missing the deadline for applications and so we need to ensure that we have the right mechanisms in place to provide support to those vulnerable people to make their application in time.

The Home Office is therefore looking to operate a grants scheme enabling organisations to provide practical support to vulnerable citizens to help them make their Scheme application. This will help to ensure that the necessary support is available across the UK so that everyone who qualifies for the Scheme can complete an application.

This support could be provided through a range of activities such as information giving, improving understanding of the scheme, provision of technology and direct assistance. It is essential that support provided via the grants scheme leads to EUSS applications being submitted.

- 1.3 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under the Nationality, Immigration and Asylum Act 2002, Chapter 41, Part 3, Section 59.
- 1.4 This Grant Agreement provides a broad but well-defined framework in which the Recipient may exercise independent discretion in achieving its Delivery Proposal (Annex D).

KEY OUTCOMES

- 1.5 The Authority is more prescriptive about the delivery outcomes that should be achieved and has designed a compact set of planned outcomes to help establish whether or not funding has been successful.
- 1.6 Funded organisations should provide an evidence-based assessment of the projected volume of individuals they are able to engage with and support, set out in quarterly increments. Engagement activity should only complement practical application support and spend in this area should be at most 20% of the allocated budget. The links to those accessing services should be evidenced, along with methods and volumes of engagement activity should be recorded.
- 1.7 Funded organisations should evidence practical support provided to vulnerable or at-risk EU, EEA and Swiss citizens and their family members. Funded organisations will be expected to provide evidence of the range/nature and volume of support services delivered. They will also be required to evidence the practical support leading to EU Settlement Scheme applications. Funded organisations will be expected to provide evidence of the following key outcomes:
 - 1.7.1 The number of individuals that have accessed general support;
 - 1.7.2 The number of individuals who go on to independently apply following general support;

- 1.7.3 The number of applications that have been directly supported (requiring more assistance than is required within (1.7.1) and (1.7.2));
- 1.7.4 The number of individuals who go on to independently apply following direct applicate support from a funded organisation.
- 1.8 The number of applications that have been completed, including information on linked / family applications, paper-based applications and Unique Application Numbers (UANs), must be recorded for audit purposes.
- 1.9 Funded organisations may be expected to provide evidence of additional outcomes, for example:
 - 1.9.1 The individual's understanding of the support they have received (e.g. they understood the process);
 - 1.9.2 The individual's satisfaction with the support they received (e.g. they were treated well);
 - 1.9.3 The wider impact of support on the individual, for example, have they gained access to services such as Universal Credit, NHS services, Housing.

KEY ROLES AND RESPONSIBILITIES

- 1.10 The Authority will nominate a Grant Sponsor who will work with the Recipient's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.
- 1.11 The Recipient will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

INDICATIVE EXPENDITURE BREAKDOWN

- 1.12 The maximum Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than ninety thousand, one hundred and eighty pounds and thirty-six pence (£90,180.36) for the Funding Period.
- 1.13 The Grant will be paid in accordance with the profile described in Schedule 2 and is intended to reimburse Eligible Expenditure incurred paying for the activities required to achieve the outcomes described in this Schedule 1.
- 1.14 The Recipient has identified the following indicative expenditure:

REF	HEADINGS	EXPENSES (£)
	ELIGIBLE DIRECT COSTS	
A	STAFF COSTS	8,365.00
B	DELIVERY PARTNER COSTS	74,435.36
C	TRAVEL AND SUBSISTENCE	
D	EQUIPMENT INFORMATION TECHNOLOGY	
E	REAL ESTATE / PROPERTY RELATED	
F	CONSUMABLES, OFFICE SUPPLIES, GENERAL SERVICES	
G	TRAINING	
H	EXPERT FEES	1,380.00
I	MARKETING AND PUBLISHING	4,000.00
J	SPECIFIC EXPENSES IN RELATION TO THE TARGET GROUP	
K	OTHER (PLEASE SPECIFY)	
L	TOTAL DIRECT COSTS (A+B+C+D+E+F+G+H+I+J+K)	88,180.36
M	INDIRECT COSTS	2,000.00
N	TOTAL ELIGIBLE COSTS (L + M)	90,180.36

SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

Indicative Payment Schedule for delivering the Purpose

Grant Claims must be submitted in accordance with the schedule set out in the table below; payment will be subject to compliance with obligations arising from the Grant Agreement (see Section 5).

Financial Year	When	Type of Payment	Information Required
2020/21	Claimable 12 weeks after signature of the Grant funding Agreement	Interim payment – up to £45,090.18 (50% of total grant value)	<ul style="list-style-type: none"> Completed (and satisfactory) financial and activity reports. Such payment will not be made unless and until the toolkit has been checked and samples of expenditure verified by the Authority. A request for payment in the form of a completed Annex A.
2020/21	Claimable 24 weeks after signature of the Grant funding Agreement	Final payment – up to a further £45,090.18 (50% of total grant value)	<ul style="list-style-type: none"> Completed (and satisfactory) financial and activity reports. Such payment will not be made unless and until the toolkit has been checked and samples of expenditure verified by the Authority. A request for payment in the form of a completed Annex A.

The Recipient should have no expectation that an individual scheduled payment for Eligible Expenditure shall exceed the scheduled payment amounts. This will apply even if that Recipient has underspent in previous quarterly payments. The Recipient shall ensure that Eligible Expenditure incurred during the Funding Period is not forecasted to exceed each scheduled payment.

The Recipient may be eligible for an initial payment (up to 20% of the grant value) to support mobilisation. In such instances, as determined by the Authority, subsequent (equal) maximum quarterly payments will be reduced to reflect the remaining balance.

Financial Year	When	Type of Payment	Information Required
2020/21	Upon signature (in accordance with Section 5 of the terms and conditions)	Initial (mobilisation) payment – up to 20% of total grant value	<ul style="list-style-type: none"> A copy of the Grant Agreement appropriately signed by all Parties. A risk-based statement may also be requested by the Authority.

SCHEDULE 3 – MONITORING INFORMATION REQUIREMENTS

REPORTING

- 3.1 Upon receipt of Grant funding, the Recipient must adhere to Home Office monitoring and evaluation requirements. Care will be taken to avoid monitoring and evaluation from being burdensome and detracting from delivering the funded services.
- 3.2 All funded organisations must complete monthly, quarterly and end of project forms, which will be provided as standardised templates in an accessible format.
- 3.3 By no later than the five (5) working days (i.e. excluding weekends and Public Holidays) after the end of each calendar month during the Funding Period, the Recipient will provide the Authority with a monthly progress update in relation to:
- (i) The number of individuals that have accessed general support;
 - (ii) The number of individuals who go on to independently apply following general support;
 - (iii) The number of applications that have been directly supported (requiring more assistance than is required within (i) and (ii));
 - (iv) The number of individuals who go on to independently apply following direct application support.
- 3.4 By no later than one (1) calendar month after the end of each quarter (as per the April - March financial year) during the Funding Period, the Recipient will produce quarterly progress reports to the Authority:

Financial report – this should set out how the Recipient has used the funding from The Authority. The report should follow the standard format specified in Annex A and include the following headings:

- Staffing;
- Materials;
- Administration;
- Indirect spend and Overheads;
- Equipment including technology;
- Travel and subsistence;
- Any other category of approved expenditure

The Recipient must also confirm that funding used to deliver practical application support constitutes at least 80% of Eligible Expenditure (see the declaration included in Annex A).

Activity report – this will focus on providing evidence of all grant outcomes as outlined in Schedule 1, including:

- The individual's understanding of the support they have received (e.g. they understood the process);
 - The individual's satisfaction with the support they received (e.g. they were treated well);
 - The wider impact of support on the individual, for example, whether they have gained access to services such as Universal Credit, NHS services, Housing.
- 3.5 By no later than one (1) calendar month after the conclusion of the Funding Period, the Recipient will provide an end of project evaluation report to the Authority setting out confirming that the grant outcomes have been delivered to a satisfactory standard. The report will also seek to understand:
- Whether the project was considered effective;
 - Whether the project achieved its own objectives;
 - Whether the project achieved the agreed milestones;
 - Any best practice or lessons learned.
- 3.6 The Recipient may also be required to provide a Statement of Grant Usage that has been audited by an independent accountant and a final financial statement detailing the use of the Grant Funding – this requirement will be considered alongside other reporting commitments to ensure that no unnecessary burden is placed on the Recipient.
- 3.7 The Authority may consider an independent evaluation of the Grant Funding scheme, which would require involvement from grant-funded organisations. As with the above regular reporting, care would be taken to make sure any such independent evaluation is not burdensome.
- 3.8 The Authority and the Recipient will regularly review performance and share feedback. The Authority shall consider:
- a. how the Recipient has performed and sought to resolve any major issues that impact on its ongoing success;
 - b. how the Recipient has delivered value for money in how activities were carried out.
- 3.9 All monthly, quarterly and end of project reports should be sent to Ben Fitzpatrick Benjamin.fitzpatrick@homeoffice.gov.uk, with the EUSS Grants mailbox (EUSSGrants@homeoffice.gov.uk) in copy, by the dates outlined in this Schedule 3.
- 3.10 The Recipient's Project Manager shall ensure that Reports are compiled and submitted in a timely manner.

RISK MANAGEMENT

3.11 The Parties shall work together to identify, manage and mitigate risks impacting on achieving the Purpose. These shall be recorded in a joint risk & issue register.

3.12 The risk and issue register should be regularly reviewed and updated, not less than once every quarter.

AD HOC REPORTING

3.13 Any incidents or matters arising the outcome or consequence of which is likely to result in:

- serious harm to any individual;
- significant community impact; or
- significant impact on public confidence in the Authority, including the provision of the Programme

must be reported to the Authority within one (1) Day. The Recipient must provide a follow-up report within three (3) Days on how the matter has been resolved or whether the Authority will need to intervene.

3.14 The Recipient will notify the Authority within one (1) Calendar Day of: • any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or

- any changes to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its Staff or Delivery Partners (Clause 10.1).

RISK, CONTROLS AND ASSURANCE

3.15 The Recipient's due diligence undertakings of Delivery Partners must be an ongoing not a one-off activity. A proportionate approach should be applied to the frequency of subsequent due diligence based on the initial assessment (as required by Clause 12.2). For longer-term funding relationships (i.e. more than 12-Months) a re-assessment must be completed at least annually. Due diligence, including conflicts of interest and financial health checks, shall be reported on and monitored as part of the risk management approach.

3.16 Grant fraud is defined as deliberately obtaining grant funding that a person or organisation would not be entitled to by making a false declaration or failing to report material changes. Proportionate checks should be undertaken by the Recipient to assure the Authority that the Grant is not been fraudulently used.

- 3.17 Risk should be actively managed across the Funding Period, bearing in mind the principle of proportionality. The Parties shall work together to identify, manage and mitigate risks and issues impacting on achieving the Purpose. These shall be recorded in a joint risk and issue register.
- 3.18 The risk and issue register should be regularly updated by the Recipient and reviewed with the Authority upon request.

3.19 SCHEDULE 4 – DATA SHARING AGREEMENT (DSA)

AIMS AND OBJECTIVES OF THE DSA

- 4.1 The aim of this DSA is to provide a set of principles for information sharing between the Authority and the Recipient.
- 4.2 This DSA sets out the rules that the Recipient must follow when handling information classified as “personal data” by the Data Protection Legislation.

DATA PROTECTION LEGISLATION

- 4.3 The Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The Data Protection Legislation requires that all transfers of information fall within its sixth data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.
- 4.4 Personal data must be processed in accordance with the following the six GDPR data protection principles:
 - processed lawfully, fairly and in a transparent manner in relation to individuals;
 - collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
 - adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
 - kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
 - processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful

processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

SECURITY

- 4.5 The Recipient and its Staff shall exercise care in the use of information that they acquire in the course of their official role, and to protect information which is held by them in accordance with the Data Protection Legislation. Such measures include:
- not discussing sensitive information in public, and
 - not disclosing information to parties who are not authorised to have access to the shared information.
- 4.6 In addition to the above, the Recipient must ensure that:
- personal data received is processed solely for the purposes of discharging their obligations for supporting Beneficiaries under this Instruction,
 - all personal data received is stored securely on a work computer.,
 - only people who have a genuine need to see the data will have access to it,
 - information is only retained while there is a need to keep it, and destroyed in line with government guidelines,
 - all reasonable efforts have been taken to warrant that the Recipient does not commit a personal data breach
 - any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at HOSecurity-DataIncidents@homeoffice.gov.uk
- 4.7 The Authorities, Security Team will provide direction on the appropriate steps to take e.g. notification of the Information Commissioner's Office (ICO) or dissemination of any information to the Beneficiaries.
- 4.8 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.
- 4.9 The Authority will make available further information as to what constitutes a personal data breach upon request.
- 4.10 As public sector bodies the Authority and the Recipient are required to process personal data in Her Majesty's Government Security Policy Framework (HMG SPF) guidance issued by the Cabinet Office when handling, transferring, storing, accessing or destroying information assets.

SUBJECT ACCESS REQUESTS

4.11 Authority and the Recipient will answer any subject access or other requests made under the Data Protection Legislation that it receives for the data where it is the Controller for that data. In cases where such a request is received, both the Authority and the Recipient shall:

- consult the other before deciding whether or not to disclose the information;
- allow the other a period of at least five (5) working days to respond to that consultation
- not disclose any personal data that would breach the principles of the Data Protection Legislation; and
- give proper consideration to any arguments from the other as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

DATA TO BE SHARED (TO DETAIL BELOW)

4.12 The Authority will share with the Recipient the following information

- N/A

4.13 The above documents will contain the following personal information

- N/A

STORAGE, RETENTION AND DESTRUCTION SCHEDULE

4.14 The Recipient will keep all personal information shared securely in accordance with the handling instructions associated with the information security classifications as well as its own data retention and destruction schedules.

4.15 Recipients will not retain the personal information for longer than is necessary for the purpose set out in Schedule 1 of the Grant Agreement

4.16 A regular review shall be conducted by the Recipient to assess the necessity of retaining personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION

4.17 The Recipient shall provide the Authority with reasonable co-operation and assistance in relation to any complaint or request made in respect

of any data shared under this data sharing arrangement, including providing the Authority with any other relevant information reasonably requested by the Authority.

- 4.18 Any operational issues or disputes that arise as a result of this DSA must be directed to the relevant contact points to be confirmed at time of signature of this agreement.

STAFF RESPONSIBILITIES

- 4.19 Staff authorised to access personal data are personally responsible for the safekeeping of any information they obtain, use and disclose.
- 4.20 Staff should know how to obtain, use and share information they legitimately need to do their job.
- 4.21 Staff have an obligation to request proof of identity or takes steps to validate the authorisation of another before disclosing any information requested under this DSA.
- 4.22 Staff should uphold the general principles of confidentiality, follow the guide-lines set out in this DSA and seek advice when necessary.
- 4.23 Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal and/or criminal proceedings against them.

FREEDOM OF INFORMATION REQUESTS

- 4.24 Both the Authority and the Recipient will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds solely as a result of, or about, this data sharing arrangement. In such cases where such a request is received, both the Authority and the Recipient shall:
- consult the other before deciding whether or not to disclose the information;
 - allow the other a period of at least five (5) working days to respond to that consultation; and
 - not disclose any personal data that would breach the principles of the DSA.

RESTRICTIONS ON USE OF THE SHARED INFORMATION

- 4.25 All information that has been shared by the Authority must only be used for the purposes defined in Schedule 1 of this Grant Agreement, unless obliged under statute or regulation or under the instructions of a court. Therefore, any further uses made of the personal data will not be lawful or covered by this DSA.

- 4.26 Restrictions may also apply to any further use of personal information, such as commercial sensitivity or prejudice to others caused by the information's release, and this should be considered when considering secondary use of personal information. In the event of any doubt arising, the matter shall be referred to the Authority whose decision – in all instances – shall be final.
- 4.27 A full record of any secondary disclosure(s) must be made if required by law or a court order and must include the following information as a minimum:
- date of disclosure
 - details of requesting organisation;
 - reason for request;
 - what type(s) of data has been requested;
 - details of authorising person;
 - means of transfer (must be by secure); and
 - justification of disclosure.
- 4.28 The restrictions on secondary disclosures as set out in Clauses 4.25 and 4.26 of this DSA apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

AUDITS

- 4.29 The Recipient agrees that it may be audited at the request of the Authority to ensure that the personal data has been stored and/or deleted appropriately, and that they have conformed to the security protocols set out in this DSA.
- 4.30 The Authority confirms that no other information would be reviewed or audited or this purpose.

ANNEX A – GRANT CLAIM FORM

Recipient:	Grant Stream:
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Period From: To:	Resource (£)	Capital (£)
(1) Total funding received for this financial year		
(2a) Actual expenditure in this period (To be supported by a breakdown of expenditure against the cost breakdown detailed in Schedule 1).		
(2b) Forecast expenditure in the period (To be used for the final claim of the year in instances where Schedule 2 sets out that the final payment request must be received in advance of financial year-end).		
(3) Funding request for this period		
(4) Total funding received and requested (1+3)		

MONITORING INFORMATION REQUIREMENTS

Where monitoring information, as set out in Schedule 3, is a requirement for the period the payment is requested for, please confirm what has been attached to this payment request form.

FINANCE OFFICER CERTIFICATION

I certify to the best of my knowledge and belief that:

- a) The information provided is correct; and no Duplicate Funding has been received in respect of this Eligible Expenditure Statement,
- b) The expenditure has been incurred only for the purposes set out in the Grant Agreement for the specified Grant stream.
- c) At least 80% of Eligible Expenditure has directly contributed towards the delivery of practical application support (as opposed to outreach / promotional activity).

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

- c) At least 80% of Eligible Expenditure has directly contributed towards the delivery of practical application support (as opposed to outreach / promotional activity).

Signature:			
Name (printed):		Date:	
Position:			

Home Office sign off:

Signature:			
Name (printed):		Date:	
Position:			

ANNEX C – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority’s staff designated as authorised representatives:

For the Authority	Position	Address	Telephone	E-mail
Gabrielle Monk	Senior Responsible Officer	UK Visas and Immigration 5th Floor, The Capital, Old Hall Street, Liverpool	0151 213 6139	Gabrielle.Monk@homeoffice.gov.uk
Julian Mahony	Programme Manager	UK Visas and Immigration 4th Floor, The Capital, Old Hall Street, Liverpool	07824 523 660	Julian.Mahony@homeoffice.gov.uk
Ben Fitzpatrick	Grant Approver	UK Visas and Immigration 4th Floor, The Capital, Old Hall Street, Liverpool	07776 825 576	Benjamin.fitzpatrick@homeoffice.gov.uk
Maxine Louise Minister	Grant Approver	UK Visas and Immigration 4th Floor, The Capital, Old Hall Street, Liverpool	07909 873 049	MaxineLouise.Minister@homeoffice.gov.uk

The following are the current list of the Recipient’s Staff designated as authorised representatives:

For the Recipient	Position	Address	Telephone	E-mail
Lorraine Wood	Project Manager	SCC, Moorfoot Building, Sheffield	07540 183915	lorraine.wood@sheffield.gov.uk
Colin Havard	Project Officer	SCC, Moorfoot Building, Sheffield	07775 407063	colin.havard@sheffield.gov.uk

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ANNEX D – DELIVERY PROPOSAL

Our work to date has sought to be targeted yet broad – open to all so as not to discriminate yet ensuring that those most in need of help are able to access it no matter what door they walk through first.

The approach we are proposing to take in this project is to be more proactive in our targeting, to outreach directly to the Roma Slovak community in their local neighbourhoods.

We will do this in a number of ways:

- utilise our good links with local schools to provide staff briefings to ensure all staff understand EUSS, followed up by direct communication from the school to parents, and standing at the school gates and promote our service.
- provide staff briefings to GP surgeries and ask them to promote EUSS amongst their patients by asking all relevant patients if they have registered and if not offering to refer them to our service
- use the reach of Sheffield Roma Network, hosted by one of our partners (FCH), to access the relevant social media channels
- ask the pastors of the local Roma churches to promote the EUSS and allow us to sign up people at the end of their services
- make the most of the official channels that people might come into contact with, such as health visitors, social workers, libraries, street wardens by briefing all of those staff and asking them to make referrals
- word of mouth through people who have been supported

We have not undertaken proactive promotion of our work previously for fear of overwhelming our small Link Worker team but this project would see a significant increase in our capacity and so enable us to promote with confidence. This is because CAS will now provide the initial triage for new clients, which gives us access to their excellent 10-4 every weekday phone line.

New clients will be triaged centrally by CAS who will then allocate them either to their immigration advisor or pass them on to DWB for allocation to one of our Link Worker team. If they need support from a Link Worker then an appointment will be made, physically or virtually depending on distancing requirements at the time.

By using a variety of community venues to hold one-to-one appointments we can ensure we are overcoming the barrier of asking them to come to somewhere unfamiliar.

Our support appointments usually last 1 hour, although most people require repeat appointments. Because of the language skills in the Link Worker team we do not require interpreters which means we can build trust with clients more easily.

If during the course of providing support with the application process we realise that formal immigration advice is required then we will have dedicated telephone support from CAS or can refer back in to CAS.

We have already developed outcome recording mechanisms that have proven to work effectively over the last 6 months. This might require some tweaks to comply with the funding requirements but the outcomes required by this funding are not at odds with our reporting requirements as a city. For example, for our original work on EUSS we were very interested in “the wider impact of support on the individual whether they have gained access to services

such as Universal Credit, NHS services, Housing” (6.5.3 of the Scheme Statement of Outcomes).

Another of the benefits of our approach is that we do not need to train up a new team of Link Workers. DWB/FCH already have a team of 6 workers who have gained experience over the last 6 months, many of whom have made the most of training offered by organisations such as Settled during lockdown. Some of these workers will be offered more hours but if we do require more staff then they will be a minority and will be able to be trained by the existing team.

We have not used volunteers around this topic to date but all our partner organisations are experienced at utilising volunteers in their day-to-day provision and so we know that they have the systems in place to recruit and support new volunteers.

FCH and DWB are embedded in their local communities and are able to solicit support from local schools, surgeries and VCF organisations in promoting this service and accessing those people who have yet to register. This element of proactive outreach work has been beyond our capacity previously. FCH are also OISC registered and have experience of providing level 1 advice.

Another benefit of using local partners is that clients will be able to visit their bases or contact them if they need follow up support eg checking their emails or dealing with supplementary questions.

The involvement of Citizens Advice Sheffield in this project brings two main benefits. Firstly on the assumption that those people yet to register will be those with more complex immigration advice needs that CAS has the skills to undertake, and secondly we have recognised that many people are already going directly to CAS, as the major recognised advice agency in the city. This means the CAS will be in a position to triage calls and refer them out to FCH & DWB if the client needs application support face-to-face rather than formal immigration advice.

Although our original programme was devised and started pre-covid we have made the transition to non face-to-face work and been able to continue to support people. CAS has been able to provide all its advice work via telephone during lockdown and plans to continue to do so. It is not as easy to support some clients in this way as they often prefer face to face, with a friend or family member as support, and so we will continue to monitor whether we can re-start this. We would hope that by October this is possible as the client group we are now targeting will be those with more challenging situations. Our estimates of outputs are based on a hybrid of face-to-face and telephone support being possible.

ANNEX E – LIMITATIONS ON FUNDING USE AND INELIGIBLE EXPENDITURE

1.1 The Recipient shall not use the Grant to engage as a Delivery Partner, or member of Staff nor otherwise engage with Third Parties, known to demonstrate vocal or active opposition to fundamental British values⁷, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of our armed forces, whether in this country or overseas. The Authority shall inform the Recipient immediately if it becomes aware of any such activities or statements of any of the Recipient’s Delivery Partners contrary to the

values mentioned above and the Recipient shall cease its cooperation without delay.

1.2 The Grant may not be used to:

- pay for lobbying (via an external firm or in-house staff) in order to undertake activity that intends or attempts to influence Parliament or Crown Bodies or political parties, for example, attempting to influence legislative or regulatory action; or, the awarding or renewal of contracts and grants; or attempting to influence legislative or regulatory action, or
- enable one part of government to challenge another on topics unrelated to the Purpose, or
- petition the Authority or other Third Parties for additional funding, or
- pay expenses, such as entertaining, specifically aimed at exerting undue influence to change government policy.

1.3 In accordance with the UK Government's commitments made in The Compact⁷ the limitations stated in Clause 1.2 to this Annex E do not preclude the Recipient, or any Delivery Partner, from utilising any other source(s) of funding (i.e. not this Grant) to undertake these activities.

1.4 No aspect of the activity funded by the Authority may be party-political in intention, use, or presentation.

1.5 The Grant may not be used to support or promote activities of an exclusively religious nature. This will not include activity designed to improve inter-faith relationships or working.

⁷ An opposition to fundamental British Values is to go against universal human rights, gender equality, equality of opportunity, democracy, the rule of law, respect for the rights of different religions and beliefs, freedom of speech.

1.6 The Recipient is not permitted to charge, apply fees to or require payment for any activity provided in connection with this Agreement or otherwise use the Grant to undertake or engage in activities that result in commercial gain or profit.

1.7 The Recipient shall not make a profit in its use of the Grant. For the avoidance of doubt, no profit, dividends, bonuses (incl. performance related bonuses) and/or any similar or equivalent benefit will be paid to Staff.

⁷ The national agreement between the UK Government and Civil Society Organisations which aims to ensure the parties work effectively in partnership to achieve common goals and outcomes for the benefit of communities and citizens (http://www.compactvoice.org.uk/sites/default/files/the_compact.pdf)

- 1.8 To comply with the Cabinet Office' spend control⁸ requirements, the Recipient:
- must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant; and
 - should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure Value for Money.
- 1.9 Other examples of expenditure, which are prohibited, include the following:
- exclusively outreach / promotional activities in isolation. Any successful Recipient may deliver outreach / promotional activity, but only when this is coupled with providing practical support with EU Settlement Scheme applications;
 - input VAT reclaimable by the grant recipient from HMRC;
 - payments for activities of a political or exclusively religious nature;
 - contributions in kind;
 - interest payments or service charge payments for finance leases;
 - gifts;
 - statutory fines, criminal fines or penalties;
 - payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - bad debts to related parties;
 - payments for unfair dismissal or other compensation
 - any amounts that do not represent an additional cost exclusively incurred as a result of the work described in the grant

application, unless otherwise agreed in writing with The Authority;

- overheads allocated or apportioned at rates materially in excess of those used for any similar work carried out by the Recipient;
- any activity that results in commercial gain or profit;

⁸ <https://www.gov.uk/government/collections/cabinet-office-controls>

- the purchase of land or the purchase and construction of buildings;
- costs incurred prior to the date of the Offer Letter including preexisting debts i.e. provisions, contingent liabilities or contingencies;
- running a small grant scheme;
- loans;
- cash contributions for Landfill Tax refunds;
- dividends declared;
- costs resulting from the deferral of payments to creditors;
- other finance charges;
- depreciation and amortisation;
- costs involved in winding up a company;
- redundancy payments, unless as part of a fixed term contract;
- payments into private pension schemes;
- payments for unfunded pensions;
- compensation for loss of office, bad debts arising from loans to proprietors, partners, employees, directors, shareholders, guarantors, or a person connected with any of these;
- travel and subsistence that would give rise to a taxable benefit were the cost to be incurred by, but not borne by, an individual;
 - other tax (except PAYE);
- Legal fees or other legal representation (whether in person or in writing) about the grounds for eligibility to apply

ANNEX

F – GRANT FUNDING LETTER

**UK Visas & Immigration
Home Office
2 Marsham Street
London SW1P 4DF**

September 2020

Sheffield City Council
Town Hall, Pinstone St
Sheffield City Centre
Sheffield S1 2HH

Dear Sir/Madam,

GRANT FUNDING AWARD TO SHEFFIELD CITY COUNCIL

I am writing to confirm approval of a grant of up to **£90,180.36** for delivering practical support to vulnerable or at-risk EU, EEA and Swiss citizens and their family members to help them make their EU Settlement Scheme application. This grant funding is for part of the financial year FY2020/2021 only, from 01 October 2020 to 31 March 2021.

This grant funding, which will be paid in accordance with the agreed Schedule 2 in the Grant Agreement, is subject to your acceptance of this offer and the standard terms and conditions of the signed Grant Agreement.

If you wish to accept this offer of grant funding, please can you:

1. Insert your indicative funding breakdown in Schedule 1.
2. Complete Annex C to confirm your Authorised Representatives.
3. Review, complete and sign (Acceptance of Grant section).

Please send the signed Grant Agreement to EUSSGrants@homeoffice.gov.uk, in addition to:

- Confirmation that there are no material changes to your original bid

Please be aware that no payments will be released until receipt of the signed documentation and the required statement(s) outlined above.

UK Visas & Immigration will monitor the delivery over the term of the grant funding. We are delighted to work with you in providing this valuable support to vulnerable people.

Yours sincerely,

ANNEX

Julian Mahony
EU Settlement Lead

G GRANT VARIATION NOTICE (TEMPLATE)

Agreement Title	Insert title of Grant Agreement (same as the Front Page)
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & Insert the Recipient's name ("the Recipient")
Variation Number	Insert unique reference number (e.g. 001-2018)
Variation	Means the amendments to the Grant Agreement contained in this form
Date Effective From	DD MMM YYYY (Insert date change is agreed to be effective from)

In accordance with the provisions of Section 18, the Parties hereby agree that the Grant Agreement be varied as follows:

No.	Heading	Location	Variation
1			
2			
3			

2. Words and expressions in this Grant Variation Notice shall have the meanings given to them in the Grant Agreement.
3. The Grant Agreement, including any previous Grant Variation Notices, shall remain effective and unaltered except as amended by this Grant Variation Notice.

Signed on behalf of the Authority

Signed on behalf of the Recipient

Signature

Signature

ANNEX

Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

H – CHANGE CONTROL RECORD

Grant Agreement Version	Variation Reference	Agreed	Dated
v1.0	Not applicable	DD MMM YYYY	DD MMM YYYY