

DATED

GRANT AGREEMENT

between

LANCASHIRE COUNTY COUNCIL

and

THE BOROUGH COUNCIL OF PENDLE

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THIS DEED is dated [DATE]

PARTIES

- (1) **LANCASHIRE COUNTY COUNCIL**, whose principal address is at P0 Box 78, County Hall, Preston, Lancashire, PR1 8XJ ("**Funder**").
- (2) **THE BOROUGH COUNCIL OF PENDLE**, whose principal address is at Town Hall, Market Street, Nelson. BB9 7LJ ("**Recipient**").

BACKGROUND

- (A) The Funder has received the Allocations to support local authorities in Lancashire to defray expenditure incurred in relation to the mitigation against and management of local outbreaks of COVID-19
- (B) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (C) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (D) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

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

Allocations: means, together:

- i) the TTS Allocation; and
- ii) the FES Allocation

Allocation Conditions : means:

- i) in relation to the TTS Allocation the conditions as set out at

<https://www.gov.uk/government/publications/local-authority-test-and-trace-service-support-grant/local-authority-test-and-trace-service-support-grant-determination>

- ii) in relation to the FES Allocation the conditions as set out at

<https://www.gov.uk/government/publications/coronavirus-covid-19-local-authority-emergency-assistance-grant-for-food-and-essential-supplies/coronavirus-covid-19-local-authority-emergency-assistance-grant-for-food-and-essential-supplies>

- iii) any further conditions or clarifications issued in respect of the Allocations as notified in writing by the Funder to the Applicant from time to time, including those set out in Schedule 4

Authorised Representative: means any person or company contracted by the Funder to monitor the use of the grant and outcomes on behalf of the Funder under any services contract or otherwise.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: 01 July 2020.

Data Protection Legislation: the Data Protection Act 2018 ("DPA") and the General Data Protection Regulation (Regulation (EU) 2016/679) as amended from time to time.

FES Allocation: means the Allocation of £1,453,005.64 from The Minister of State for the Department of Health and Social Care under section 31 of the Local Government Act 2003, in respect of Local Authority Emergency Assistance Grant for Food and Essential Supplies in relation to the mitigation of the effects of local outbreaks of COVID-19

FOI Legislation: means the Freedom of Information Act 2000 ("FOIA") and subordinate legislation made under this and the Environmental Information Regulations 2004 (each as amended or replaced from time to time), or any other information access information regimes as may be applicable to the parties from time to time;

Grant: the aggregate sum of **£264,812.00** to be paid to the Recipient in accordance with this Agreement, allocated to each element of the Project as set out in Schedule 1.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2022.

Information Request: a request for information or an apparent request under FOI Legislation.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any officer of the Funder any gift or consideration of any kind as an inducement or reward for:
 - (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or

- (b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (a) under the Bribery Act;
 - (b) under legislation creating offences in respect of fraudulent acts; or
 - (c) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Funder for the purposes of this Agreement.

Recipient Manager: the individual who has been nominated to represent the Recipient for the purposes of this Agreement

TTS Allocation: means the allocation of £6,367,420 from The Minister of State for the Department of Health and Social Care under section 31 of the Local Government Act 2003, in respect of the Test and Trace Service Support Grant to support local authorities in Lancashire to defray expenditure incurred in relation to the mitigation against and management of local outbreaks of COVID-19

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Funder shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the relevant element of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the relevant element of Project.
- 3.4 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 Each element of the Grant shall be used by the Recipient for the delivery of the Project in accordance with Schedule 1. and in compliance with the Allocation Conditions relevant to that element.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 2 together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to pay for any expenditure commitments of the Recipient entered into before the Commencement Date unless this has been approved in writing by the Funder.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 Unless otherwise agreed in writing by the Funder, should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the

Recipient. There will be no additional funding available from the Funder for this purpose.

- 4.7 The Recipient may use the Grant as evidence of funds to seek to establish match funding for wider associated projects.
- 4.8 The Recipient agrees to cooperate and act in good faith in the receipt and use of this Grant.
- 4.9 The Recipient will not do or omit to do anything which would or could put the Funder in breach of the Allocation Conditions and will indemnify and hold the Funder harmless against all losses, costs, claims and demands resulting from a breach of this Clause.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 If requested by the Funder the Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Funder or its Authorised Representative with such reports and in such form as the Funder shall reasonably require covering the issues or principles identified in Schedule 3 (as revised from time to time by

the Funder) on a weekly basis (or such other frequency as is reasonably requested by the Funder) and always to ensure the timely reporting of information as may be required by any Governmental agency.

- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall on request provide the Funder or its Authorised Representative with such further information, explanations and documents as the Funder or its Authorised Representative may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.5 The Recipient shall permit any person authorised by the Funder or its Authorised Representative such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall provide the Funder or its Authorised Representative with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

- 7.6 The Recipient shall comply with all reasonable requests from the Funder or its Representatives to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 The parties acknowledge that each party is a public authority as defined by FOI Legislation and that information relating to this Agreement may be the subject of an Information Request which shall be considered in accordance with this Clause 10.
- 10.2 The parties shall assist each other in complying with their obligations under FOI Legislation, as they relate to Information Requests made in relation to this Agreement, including but not limited to assistance, without charge, in gathering information to respond to an Information Request relating to this Agreement. For the avoidance of doubt, nothing in this Clause 10, shall require a party to provide information, if the relevant information has not been held on behalf of the party that received the Information Request.
- 10.3 Where a party receives an Information Request in relation to this Agreement ("**Receiving Party**") and the other party holds information or records on behalf of the Receiving Party, upon request, such other party agrees to provide the Receiving Party with a copy of all such information related to the Information Request, in the form that the Receiving Party reasonably requires within five working days (or such other period as the Receiving Party may reasonably specify) of the Receiving Party's request.
- 10.4 Each party, as a separate public authority shall, in its absolute and sole discretion, decide:
- (a) whether the Information Request is valid under the FOI Legislation, as well as all other considerations relevant in the assessment of an Information Request under the FOI Legislation, such as any considerations (as may be applicable) regarding the cost of complying with a request or any charges for responding to a request, whether the request is repeated, vexatious or manifestly unreasonable and any other relevant considerations;
 - (b) whether the information requested is relevant to the Agreement;
 - (c) whether the information is exempt information;
 - (d) where appropriate, whether or not in all circumstances of the case the public interest in maintaining any exemption outweighs the public interest in disclosing the requested information; and
 - (e) whether the information requested in the Information Request is to be disclosed or not.
- 10.5 The parties acknowledge that the Receiving Party may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice (issued under section 45 of the FOIA, July 2018), be obliged under the FOI Legislation to disclose information:
- (a) without consulting with the other party; or

- (b) following consultation with the other party and having taken its views into account,

provided always that where clause 10.5(b) applies the Receiving Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other party advanced notice, or failing that, to draw the disclosure to the other party's attention after any such disclosure.

- 10.6 The Receiving Party shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the other party to inspect such records as requested from time to time.

11. DATA PROTECTION

The Recipient shall, and shall procure that any of its staff involved in connection with the activities under this Agreement shall, comply with the provisions and obligations imposed by the Data Protection Legislation in relation to the storing and processing of Personal Data and all Personal Data acquired by either party to the other shall be returned to the disclosing party on request. Both parties agree to indemnify each other in respect of any unauthorised disclosure or processing of Personal Data or breach of Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
 - (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
 - (c) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (d) the Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;
 - (e) the Recipient obtains duplicate funding from a third party for the Project;
 - (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - (g) the Recipient provides the Funder or its Authorised Representative with any materially misleading or inaccurate information;

- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the Governing Body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and (except in relation to a breach of Clause 4.9) fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement.

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

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

13. ANTI-DISCRIMINATION

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

- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all officers, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Funder's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder or its Authorised Representative is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

17.3 The Recipient shall (on request) supply to the Funder or its Authorised Representative a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

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

19. TERMINATION

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

20. ASSIGNMENT

- 20.1 The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (second class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the third working day following such mailing.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager and the Recipient Manager from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred as in Clause 23.1 either party may refer the matter to the respective Chief Executives of the parties with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder or its Authorised Representative and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED)
By affixing the COMMON SEAL of)
LANCASHIRE COUNTY COUNCIL)
)

Authorised Signatory-----

EXECUTED as a **DEED**)
By affixing the COMMON SEAL of **THE**)
BOROUGH COUNCIL OF PENDLE)
)

Authorised Signatory-----

Schedule 1 The Project

THE BOROUGH COUNCIL OF PENDLE

The project comprises three elements:

Part I - part of the TTS Allocation – Amount £72,850

For the provision of staffing resource into a local authority team, contributing to the day to day health protection capacity in the local authority, including the management of infectious disease outbreaks and contributing to the response to major incidents, such as the current COVID-19 response. The resource will supplement the enforcement and infectious disease control responsibilities of the local authority, providing both a preventive and responsive approach, working with colleagues and partners to help reduce the spread of infection through education, advice and persuasion. They will also undertake case management, liaise with, and provide health protection advice and response across a range of businesses, partner organisations, professionals and the public. They will be embedded within the environmental health team and actively contribute to the wider provision and development of health protection services in Lancashire.

Outcomes to be delivered:

The Grant must be utilised on the provision of dedicated resource to achieve the following outputs and outcomes:

1. To deliver a programme of health protection support to local business, embedded within the local authority environmental health team.
2. To assist in improving the safety of environments and premises for resident, business and visitor communities through promotion of high standards of informed good practice, by e-mailing, phoning or visiting premises as appropriate to undertake this work
3. To serve as a case officer in terms of business compliance, participating in problem solving and intelligence gathering, taking responsibility for the development and delivery of any specifically assigned projects.
4. To respond to and liaise with affected people and communities in relation to preventive and reactive queries and concerns, including those raised by councillors, as a member of the environmental health team
5. To promote close and harmonious working with other local authority teams and with local businesses to optimise health protection outcomes for communities.
6. To undertake case and contact tracing activity as necessary in support of the COVID-19 response
7. To assist in the development of preventive campaigns and communications and deliver training

The staffing resource is to be provided for a minimum of 37 hours per week, recognising that it may be necessary to deploy 'out of normal hours' according to operational need, including the provision of a resource in the early morning, evening, weekends or on bank holidays if necessary.

The resource is to be primarily retained and provided within the Recipient's organisation, but it is a requirement of the Grant that the resource may be directed to operate and support across local authority boundaries in Lancashire on a "mutual aid" basis in order to effectively meet the relevant outputs, outcomes and objectives.

Part II - part of the TTS Allocation – Amount **£57,724.11**

For the provision of staffing and non-staffing resource to support a preventive and responsive approach to the current COVID-19 outbreak in Lancashire, working with local authority colleagues and wider statutory and non-statutory partners, including the VCFSE, to help prevent and reduce the spread of COVID-19 infection in local communities and settings. This will include ongoing support to the most vulnerable households where appropriate, as per the 'district hub' model established during the current COVID-19 outbreak to provide practical and emotional support and signposting, in particular for those without friends and relations able to assist whilst self-isolating.

Outcomes to be delivered:

Support for individuals and communities to address need exacerbated by or as a consequence of COVID-19 outbreak

Part III - part of the FES Allocation – Amount **£134,237.89**

The Local Authority Emergency Assistance Grant for Food and Essential Supplies is a one-off contribution to upper tier local authorities in England to use to support people who are struggling to afford food and other essentials due to COVID-19.

The allocation is passported to individual district councils, based on population weighted by a proxy measure of need, the Index of Multiple Deprivation, and will enable linkage to existing support mechanisms in place through community hubs and wider district council networks.

The intended focus of the fund is the direct provision of food and other essential supplies. DEFRA recommends consideration of the provision of cash or vouchers for this. However, it is at the discretion of local authorities to use the fund to meet the greatest need.

DEFRA has clarified with the Funder that funding can be passed onto others to support existing schemes that deliver the grant objectives. Schemes will need to assess claims and consider individual circumstances when making decisions to support claims. They will need to accept referrals from across the district.

DEFRA has clarified that the 12 week period is "an expectation rather than a requirement".

The funding must be spent within the financial year 2020/21.

Outcomes to be delivered:

Support for individuals to address need exacerbated by or as a consequence of COVID-19 outbreak.

Schedule 2 Payment Schedule

The Grant will be payable at the following times:

1. In respect of Part I of the Project (see Schedule 1) 43% will be paid within [14 days] of the execution of this Agreement; the balance will be paid on 1st April 2021
2. In respect of Part II of the Project (see Schedule 1) 43% will be paid within [14 days] of the execution of this Agreement; the balance will be paid on 1st April 2021
3. In respect of Part III of the Project (see Schedule 1) 100% will be paid within [14 days] of the execution of this Agreement.

Schedule 3 Monitoring and Reporting

1. The Recipient will report on the following matters in relation to the Project:

The Recipient will also report on any other issues as may be reasonably requested by the Funder from time to time.

Part I

As a minimum the following information currently provided to Lancashire Resilience Forum is required:

- ID
- Completion time
- Name of Local Authority
- Number of visits (proactive/monitoring)
- Number of visits (reactive/complaint)
- Number of requests/advice
- Number of complaints
- Number of outbreaks involving EH
- Number of RIDDORs
- Number of contacts via mailshot/emails
- Number of notices served
- Number of closures
- Any enforcement planned or underway
- Any specific initiatives to note

Part II

As a minimum the following information is required:

- financial reporting - details on how much was spent and on which interventions
- what type of intervention / support was provided
- the percentage of the fund spent on administration

Part III

Funding to be spent in line with the Government grant [guidance](#).

As a minimum the following monitoring is required:

- financial reporting - details on how much was spent and on which interventions.
- what type of support was provided
- the criteria used to assess claims
- the percentage of the fund spent on administration
- the level of demand for support compared to before the lockdown
- the processes that maintained equality and reduced fraud (section 2 of the guidance)

An evaluation of spend to date will be required by end October 2020.

Schedule 4 Additional Information

Part III



LA Emergency
Assistance Grant for