**sERVICE aGREEMENT OF sPECIALIST sUPPORT UNder Building Better Opportunities Framework**

**between**

**THE PLUSS ORGANISATION CIC**

**(Lead Partner)**

**and**

**[insert partner name]**

**(Specialist partner)**

THIS AGREEMENT is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert Date]

BETWEEN

“Lead Partner”THE PLUSS ORGANISATION CIC, a company incorporated in England and with the registered number 05171613 whose registered office is a 75/77 Main Road, Hockley, Essex, SS5 4RG

and

“Specialist Partner”: [INSERT COMPANY NAME] a company incorporated in England and with the registered number [INSERT REGISTERED NUMBER] whose registered office is at [INSERT REGISTERED ADDRESS]

(each “Party” and together the “Parties”).

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| **1. Background** |

The National Lottery Community Fund wishes to support disadvantaged individuals across the xxxxxxxx region so that they can become more socially included by accessing education, training and/or work.

With this purpose in mind, Pluss wish to develop a Framework xxxxxxxxxxx where the Lead Partner (Pluss) and its Core Partners can access specialist partners services on a spot purchase basis, therefore addressing the needs of participants identified in the action plan in a timely and affective manner.

These services will enable participants to overcome barriers to enable progression and help them to access training, education and/or employment. These specialist services have been identified as needs within the project through both participant assessment and feedback gathered from partners both internal and external.

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| **2. Definitions** |

In this Agreement, the following terms will have the following meanings:

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| “Action Plan” | means the action plan agreed between the Lead Partner and the Core Partner. |
| Any such action plan must detail activities linked to the requirements of the Contract, setting out clear and achievable goals and must be agreed and approved by the Parties. |
| “Change Coaches” | Will mentor Participants to become more socially included and enable them to progress to full time education, training and/or employment. |
| “Change Control Notice” | The process by which a change is made to this Agreement, which will only be accepted once both Parties have signed and acknowledged. |
| “Claw-back” | This is the process where the National Lottery Community Fund may have to recover funding that has already been paid or spent if errors are discovered during audits which may occur during or after the Project has been completed. The National Lottery Community Fund states that it can undertake audits at any time and can request the return of funds received for up to Ten (10) years from the receipt of the final payment being received. |
| “Confidential Information, Intellectual Property Rights (IPR) and Data Protection” | Any information which has been notified as confidential by a Partnership Member to the other Parties or which ought to be considered as confidential (however it is communicated or on whatever media it is stored) including: |
| Information which relates to the business affairs, properties, assets, trading practices, services, development, trade secrets, patents or copyright or other intellectual property rights, know-how, personnel, customers and suppliers of any Partnership Member; |
| Any applicable Law relating to the processing, privacy, and use of Personal Data including the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and/or the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”), and/or any corresponding or equivalent national laws or regulations; |
| Any information or ideas for service delivery suggested or proposed by a Partnership Member in connection with the Project and which is designated as confidential by the Partnership; and |
| Any other information relevant to the Partnership that would, in the ordinary course of business be considered confidential or sensitive, using all reasonable endeavours to ensure that the provision of the Services does not infringe any third-party’s Intellectual Property Rights or copyright and hereby indemnifies and keeps the Lead Partner indemnified against any infringement of any third-party rights in such that may occur. |
| “Core Partners” | will deliver the Positive People Project with the Lead Partner. |
| “Cross Cutting Themes” | The project will have obligations around Sustainability as well as Equality & Diversity, copies of the current policies are detailed in Annex 10. Additional requirements will be as specified in the individual action plans. |
| “Default” | means any breach of the obligations of the Specialist Partner (including but not limited to abandonment of this Contract in breach of its terms) or any other default (including material Default), words, act, omission, negligence or statement of the Specialist Partner or, its Sub-Contractors or any Staff, howsoever arising in connection with or in relation to this contract. |
| “Grant” | The Grant Allocated by the National Lottery Community Fund and the European Social Fund to the Lead Partner for the Delivery of the Project. |
| “Participant” | The individuals who are the actual or prospective recipients of the Project. |
| “Partnership Manager” | Appointed by the Lead Partner to manage the activities of the Positive People project, including the application of any grant money. |
| “Positive People” | The name by which the Project will be called. |
| “Specialist Partner” | Will deliver specialist elements of the programme. Payments for these will be on a spot purchase basis as per the Service Agreement for Specialist Support |
| “The Lead Partner” | will coordinate and manage the Project. The National Lottery Community Fund will issue a Grant to the Lead Partner. |
| “The Partners” | The Lead Partner and its Core Partners |
| “The Project” | All activities involving the Positive People Building Better Opportunities   Partnership. |
| “Voluntary, Community and Social Enterprise” or “VCSE” | Exist to help others, often helping people to improve their lives and communities. |
| “Opportunities Frame Work” | All services that can be procured by the Opportunities Fund will be detailed in an Opportunities Framework. This will be drawn up by the Lead Partner. The contents, which will be ratified by the Partnership Board, will include a detailed pricing schedule and a description of each opportunity. |

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| **3. PROJECT OUTLINE** |

Positive People will be co-designed by the Participants and their communities to provide relevant support to meet their needs. Localised community engagement will encourage support and develop an Asset Based Community Development approach to ensure effective engagement across the xxxxxx area.

Change Coaches will help Participants to become more socially included. They will undertake a programme which will be vocationally focussed, materialising as 1:1 coaching, advice, job-search mentoring and careers coaching leading towards training/educational, and/or employment outcomes.

More specifically they will:

* Help an individual define their needs and co-produce their Action Plan to move forward;
* Arrange support from expert Specialist Partners and others to help with specific barriers;
* Continually review and support progress.

The Positive People/Hopeful Families Project will be a Modular Programme with 5 broad areas:

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| Engagement | ‘Street level’ activities designed to reach and attract the hardest to help. |
| Building Trust | To retain interest, change mind sets, energise and motivate. |
| Resolving Issues | E.g. with substance misuse, mental health, learning disabilities, finance, debt, housing. |
| Developing Skills | Literacy, numeracy, IT, key work skills, personal effectiveness, vocational. |
| Moving On | Into other programmes (Work & Health programme, Work routes); training; education; sustained employment. |

The approach will be very flexible, allowing Participants to select specific modules that are appropriate to their current circumstances.

Positive People will add value by complementing and making full use of existing provision. There will be an on-going legacy which fully connects services provided by the VCSE sector and others.

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| **4. WARRANTIES, UNDERTAKINGS AND REPRESENTATIONS** |

4.1 By signing this agreement the Specialist Partner confirms that they will commit to the aims of Positive People/Hopeful Families.

4.2 By signing this agreement the Specialist Partner confirms to the Partners that (to the best of its knowledge) all information supplied to the others is full, true and accurate in all material respects and that it shall promptly inform the other Partners if it becomes aware that any of the information supplied by it has become untrue or misleading in any material respect.

4.4 By signing this agreement the Specialist Partner warrants that any monies received via the Grant Funding Payment shall be used only for the purposes determined by the National Lottery Community Fund and the European Social Fund.

4.5 In the event that the Agreement is not entered into on or prior to the commencement date or until such time it is entered into, as far as reasonably practicable, the Specialist Partner will follow the spirit of this Agreement and abide by its principles in their dealings with the Partners.

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| **5. NATIONAL LOTTERY COMMUNITY FUND GRANT TERMS AND CONDITIONS** |

5.1 All Specialist Partners need to comply with the terms & conditions of The National Lottery Community Fund grant, which can be found at

<https://www.tnlcommunityfund.org.uk/funding/programmes/building-better-opportunities/guide-to-delivering-european-funding>

5.2 Where conflict between the interpretation of The National Lottery Community Fund terms and conditions of grant and any other documents, the National Lottery Community Fund’s will always take precedence.

5.3 Where The National Lottery Community Fund imposes any obligations on the Lead Partner, which shall include but not be limited to reporting obligations, the provision of any information, any audit or Claw-back from the Lead Partner, the Lead Partner requires or has the right to require the Specialist Partner to provide the Lead Partner with all assistance necessary to ensure that the Lead Partner is able to comply with its obligations in full. Additional details can be found at:

<https://www.tnlcommunityfund.org.uk/media/documents/building-better-opportunities/guidance/section4/4-Section-four-Payments-and-monitoring-v7.pdf?mtime=20181205164742>

5.4 The Specialist Partners shall promptly notify (and provide a copy to within 5 (five) business days) the Lead Partner of any communications that they receive from, or make to, the National Lottery Community Fund directly in relation to this Agreement.

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| **6. Finance and claims** |

6.1 The Partners will not be liable to make any payments until it has received the agreed services.

6.2 The Services shall be paid no more than 30 days in arrears on receipt of valid invoice.

6.3 i) The National Lottery Community Fund states that it can undertake audits at any time and can request the return of funds received for up to Ten (10) years from the receipt of the final payment being received.

6.3 ii) The Specialist Partner can request further information and evidence to that effect in accordance with the guidelines specified at:

<https://www.tnlcommunityfund.org.uk/media/documents/building-better-opportunities/guidance/section11/11-Section-eleven-Evidence-and-retention-v6.pdf?mtime=20181205164714>

6.4 Accounting reports or other documents, including copies of all pieces of evidence shall be submitted to the Lead Partners within 5 business days of request.

6.5 The Lead Partner reserves the right to ‘Claw-back’ funding from Specialist Partners if errors are found in the evidence provided by Specialist Partners that supports any expenditure. This will mirror that of the National Lottery Community Fund in the Grant Agreement. The National Lottery Community Fund states that it can undertake audits at any time and can request the return of funds received for up to Ten (10) years from the receipt of the final payment being received.

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| **7. Duration of the Agreement** |

* 1. The Agreement shall commence on [*insert date*] and shall continue in full force until [insert date] unless terminated in accordance with Clause 10.
  2. The Parties have agreed that the Agreement shall be subject to a formal twice-yearly review (every 6 months) commencing from the commencement date and continuing until the contract is terminated or naturally demises.

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| **8. Changes** |

8.1 In the event that the National Lottery Community Fund proposes a variation to the Grant Agreement (which details the terms and conditions of the National Lottery Community Fund Grant), the Lead Partner will notify the Specialist Partners of such request and the outcome of any such request on this Agreement. The Specialist Partner acknowledges that, in the event of a change to the National Lottery Community Fund Grant Agreement, this Agreement shall automatically be amended.

8.2 The Change Control Notice shall set out the change required by the Lead Partner or Specialist Partners to enable them to provide an estimate in accordance with Clause 12.5 below.

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| **9. WITHDRAWAL** |

9.1 A Specialist Partner that wishes to withdraw from the framework, shall give not less than three (3) calendar months’ notice of the withdrawal and reasons for it, and reasonable attempts to resolve any issues or difficulties referred to in such notice have proved unsuccessful.

9.2 A Specialist Partner which withdraws from the Framework must continue to comply with the provisions of this Agreement set out in Clauses 10 for a period of ten (10) years thereafter.

9.3 No Specialist Partner shall have the right to transfer its rights and obligations under this Agreement without the prior consent of the Lead Partner, and the National Lottery Community Fund.

9.4 On withdrawal all Project records included but not limited to Participants and Expenditure shall be transferred to the Lead partner.

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| **10. Termination** |

10.1 The Lead Partner retains to right to terminate or suspend this agreement with immediate effect should The National Lottery Community Fund suspend or terminate the agreement with the Lead Partner.

10.2 Where in the reasonable opinion of The Lead Partner, the Specialist Partner fails to perform the whole or any part of the Services:

(i) with the standard of skill, care and diligence which a competent and suitably qualified person performing similar services could reasonably be expected to exercise; or

(ii) in accordance with the Specification or the requirements of the National Lottery Community Fund or ESF Requirements; or

(iii) in accordance with any provision of this Contract;

or where in the reasonable opinion of The Lead Partner, the Specialist Partner is failing to achieve the agreed outcomes and/or services as specifically prescribed within the Contract, the Specialist Partner will be considered to be in Default.

10.3 Where the Specialist Partner is in Default, The Lead Partner shall give the Specialist Partner written notice (‘Default Notice’), specifying the Default. The Default Notice shall state clearly details of the Default.

10.4 Where the Default can be remedied, the Default Notice shall specify an ‘action plan’ (‘Action Plan’) with reasonable time limits and require the Specialist Partner to correct or re-execute the Services to the satisfaction of the Lead Partner.

10.5 Should the Supplier fail to remedy the Default as required in the Action Plan, the Lead Partner may:

(i) withhold or reduce payments to the Specialist Partner in proportion to the Default or as is reasonable taking into consideration the nature of the Default and the Services;

and/or

(ii) terminate the Contract in accordance with this Clause 10 (Termination)

10.6 At any time during the term of the Agreement, either Party has the ability to be able to terminate for convenience upon providing a minimum of three (3) calendar months’ notice to the other Party.

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| **11. Lead Partner REsponsibilities** |

To ensure that the Grant is applied in accordance with the National Lottery Community Fund’s requirements

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| **12. Specialist Partner REsponsibilities** |

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| Systems and Processes | Comply with all systems, processes and policies defined by the Lead partner and ratified by the Partnership Board. |
| Project Ethos | To support the ambitions and ethos of the programme. |
| Terms & Conditions | All Specialist partners need to comply with the terms & conditions of The National Lottery Community Fund Grant.  <https://www.tnlcommunityfund.org.uk/funding/programmes/building-better-opportunities/guide-to-delivering-european-funding> |
| Evidence | Provide all information and data to the Lead Partner required by the latter to coordinate and monitor the implementation and delivery of the project and for reporting purposes. |
| Implementation | Notifying the Lead Partner of any factors that may adversely affect implementation of the project in accordance with the work plan. |
| Sustainability | Deliver the Partnership’s Sustainability Plan. |
| Equality and diversity | Deliver the Partnership’s Equality and Diversity Plan. |

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| **13. CONFIDENTIAL INFORMATION, INTELECTUAL PROPORTY RIGHTS (IPR), AND DATA PROTECTION** |

13.1 Subject to Clauses 13.2 and 13.3, each Partner will keep confidential all Confidential Information it becomes party to in relation to the subject-matter of this Agreement.

13.2 Subject to Clause 13.3, no Partner is to disclose (or otherwise use for its own purposes) any Confidential Information belonging to another Partner without the prior written consent of the Partner to which it relates (and if it relates to the Partnership as a whole, the Lead Partner).

13.3 A Partner will not be in breach of its obligations under Clauses 13.1 or 13.2 if the information concerned:

* Is already in the public domain other than as a consequence of a prior breach by the Partner concerned; or
* Is required by law or by any court of competent jurisdiction or public body having appropriate legal powers to be divulged to any authority, court, body or individual; or
* Is disclosed to a professional adviser on a confidential basis.

13.4 Each Partner will inform its board, officers and any staff who may from time to time be involved in any aspect of the subject-matter of this Agreement of the provisions of this Clause 13.4 and to ensure their compliance with such provisions.

13.5 Where the performance of the Services directly results in the production of any new work(s) entitled to protection under the Copyright, Designs and Patents Act 1988, The Copyright (Computer Programs) Regulations 1992 or any amendment or addition thereto, the Partner shall grant to the Lead Partner a worldwide, exclusive, irrevocable, fully paid up, royalty free licence to use, display and create derivative works and to sub-licence others to do the same, and otherwise deal in such work(s) in perpetuity.

* 1. All pre-existing Intellectual Property Rights in the Services shall vest solely in the Partner and the Partner hereunder provides the Lead Partner with a non-exclusive licence to use (and provide its consultants and / contractors such rights) the Services in the United Kingdom during the Term of this Agreement.
  2. The Parties agree that in accordance with the guidelines published that only relevant and current data shall be collated and stored and shall only store such data for the purposes intended and as detailed in accordance with https://www.tnlcommunityfund.org.uk/funding/programmes/building-better-opportunities/guide-to-delivering-european-funding

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| **14. Policies and procedures** |

14.1 Each Specialist partner will deliver the project in accordance with the policies outlined below:

* Health and Safety;
* Equality & Diversity;
* Safeguarding Children Young People and Vulnerable Adults;
* Environmental and Sustainability.

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| **15. Administration, meetings and record keeping** |

The Lead partner is responsible for submitting reports that monitor the progress of the Project. Specialist partners will work with the Lead Partners to ensure that information is readily available on request.:

15.1 The Lead Partner has overall responsibility for monitoring the actions of the Project on an ongoing basis.

15.2 Specialist Partner’s commit to providing the Lead Partner with the information needed to draw up progress reports and other specific documents required by the Lead Partner.

15.4 Every specialist partner commits to retaining all paper & electronic records as per the terms and conditions of The National Lottery Community Fund grant up until 31st December 2034

<https://www.tnlcommunityfund.org.uk/media/documents/building-better-opportunities/guidance/section11/11-Section-eleven-Evidence-and-retention-v6.pdf?mtime=20181205164714>

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| **16. Communication - Not USed** |

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| **17. Branding and publicity – Not Used** |

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| **18. Cross-cutting themes** |

18.1 All Specialist Partners agree to fully deliver and comply with the Sustainability and the Equality and Diversity action plans (Annex 10).

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| **19. DISPUTES AND Disagreements** |

19.1 If efforts to achieve an amicable settlement should fail, the Partnership Members are obliged to request and accept arbitration carried out by an independent arbitration organisation that has been selected by all Partners.

19.2 The Lead Partner reserves the right to veto any decision made by the Partnership Board. Responsibility for fulfilling the terms and agreement of the National Lottery Community Fund remain with The Lead partner as such in the event that agreement still cannot be reached then The Lead Partner no matter what will have the final say.

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| **20. INSURANCE** |

20.1 Specialist Partners shall have in effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of such risks which may reasonably be incurred by the Party arising out of the performance of its obligations under this Agreement.

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| **21. Information Sharing Agreement** |

21.1 All Parties shall complete an information sharing agreement prior to the start of the project (Annex 12).

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| **22. GENERAL** |

22.1 Nothing in this Agreement shall constitute or be deemed to constitute a legal partnership between any of the Parties under the Partnership Act 1890, or any Party the agent of any other Party and none of them shall have any authority to bind the others in any way by virtue of this Agreement, save as otherwise expressly provided in this Agreement.

22.2 The Partners do not intend that any term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Partner.

22.3 All notices to be given under this Agreement will be in writing.

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| **23. LAW AND JURISDICTION** |

23.1 This Agreement and all disputes and claims arising out of or in connection with it shall be governed and construed in accordance with the law of England and all Partners irrevocably confirm and agree English Courts shall have exclusive jurisdiction over any such disputes and claims.

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| **24. Signed declaration** |

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| **THE PLUSS ORGANISATION CIC** |  |  |  |
| Signed |  |  |  |
| Printed |  | Date |  |
| **[Insert Specialist Partner Name]** |  |  |  |
| Signed |  |  |  |
| Printed |  | Date |  |

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| **ANNEX 1. BUDGET** |

Rate Cards submitted with tender will be included in here or appended as an excel document.

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| **Annex 2. Project Participants & OUTCOMES - NOT USED** |

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| **AnneX 3. - Not USed** |

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| **ANNEX 4. Governance and Management** |

Pluss will endeavour to have a support structure during the building better opportunities programme as follows

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| Partnership Manager | The Lead Partner will appoint and employ a Partnership Manager to oversee the delivery of the Project on a day to day basis. They will report to the Partnership Board and the Pluss Leadership Team. |
| Contract Administration | A Central Administration Team will be appointed and employed by the Lead Partner. They will be responsible for all contract administration. They will be supported by Pluss’ corporate Finance and Compliance Teams. |
| Management Information | A single IT system will be used across the Partnership to collect management information. This will be accessed by all Specialist Partnership Members via a secure portal. |

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| **Annex 5. Eligible Expenditure and Evidence** |

<https://www.tnlcommunityfund.org.uk/funding/programmes/building-better-opportunities/guide-to-delivering-european-funding>

Section 8 – Eligibility and Expenditure

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| **ANNEX 6. PUBLICITY AND BRANDING** |

<https://www.tnlcommunityfund.org.uk/funding/programmes/building-better-opportunities/guide-to-delivering-european-funding>

Section 9 – Publicity

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| **Annex 8. Participant information AND EVIDENCE - Not uSed** |

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| **ANNEX 9. National Lottery Community Fund Grant Terms and conditions** |

**Standard terms and conditions for the Building Better Opportunities Programme CAN BE FOUND via**

<https://www.tnlcommunityfund.org.uk/funding/programmes/building-better-opportunities/guide-to-delivering-european-funding>

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| **ANNEX 10. Cross Cutting Themes Action Plans** |

A10.1 Sustainability Action Plan

To be added

A10.2 EQUALITY AND DIVERSITY ACTION PLAN

TO BE ADDED

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| **ANNEX 11. FINANCE MANUAL – NOt Used** |

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| **ANNEX 12. DATA SHARING AGREEMENT** |

