**Building Better Opportunities**

**‘Evolve Project’**

**Partnership Agreement**

Agreement made on 3rd January 2017

between

Steps to Work (Lead Organisation)

and

……………………………………… (Partner Organisation)

1. **PURPOSE OF THE EVOLVE PARTNERSHIP**
   1. The aim of the EVOLVE partnership is to engage the most disadvantaged, workless people in the Staffordshire Area with significant barriers to employment and connect them with specialist Activities in their local area. The Partnership will provide a multi-faceted programme specifically designed to reach Participants who have previously ‘fallen through the cracks’ of current Activities ,by delivering appropriate interventions necessary to help them progress closer to employment, whilst adding value and enhancing provision already available to them.
   2. The purpose of this Partnership is to facilitate a co-ordinated approach to delivery and embed a sustainable, integrated practice of working together.
   3. For the purposes of this agreement:
      1. “BBO” means Building Better Opportunities
      2. “Funding Bodies” means the Big Lottery Fund and the European Social Fund;
      3. “ESIF” mean European Structural Investment Funs
      4. “ESF” means European Social Fund
      5. “Participant” means the people that the Project is designed to support;
      6. “Lead Organisation” means the organisation which is the sole accountable body to the Funding Bodies and has legal responsibility for all BBO funding awarded to the EVOLVE Partnership;
      7. “Partnership” means the Evolve Partnership
      8. “Partnership Coordinator” means a named individual at the Lead Organisation who is the main point of contact for a Partnership Member for Project-related communication;
      9. “Partnership Member” means a partner of the Evolve Partnership (as listed in clause [4:3]);
      10. “Partnership Agreement” means the agreement which formally agrees how the terms and conditions of grant apply to all Partnership Members as requested by Big Lottery Fund
      11. “Partnership and Quality Support Forum” means a group comprised of representatives of the Partnership Members whose aim is to assist the Partnership Members in improving the quality of the Activities;
      12. “Partnership Steering Group” means a group which is comprised of a representative from each Partnership Member, the Lead Organisation and the Funding Bodies (if the Funding Bodies choose to participate) whose aim is to shape and steer the Project;
      13. “Strategic Advisory Group” means a group comprised of representatives from strategic organisations whose aim is to provide strategic oversight of Building Better Opportunities investment across the Staffordshire (as listed in clause [3.1]);
      14. “Project” means the programme provided by the Evolve Partnership;
      15. “Activities” means the Activities organised by and provided by each Partnership Member as its contribution to the Project
      16. “Clawback” means any refund that is required by the Funding Bodies where a payment has been made that does not comply with the requirements of the Funding Bodies;
      17. “Merlin Standard” means a standard designed to recognise and promote sustainable excellence within supply chains and provide guidance to those seeking to achieve it.
      18. “Delivery Agreement” means a legally binding agreement between a Partner Member and the Lead Organisation, which defines the level of service expected from each party and sets out what activities the Participant will receive
      19. “Terms & Conditions” means Big Lottery Fund Building Better Opportunities Standard Terms & Conditions of the grant;
      20. “Force Majeure Event” means an event or effect that could not be reasonably anticipated or controlled by a Partnership Member, which has a materially adverse effect on the ability of such Partnership Member to perform its obligations.
2. **LEAD ORGANISATION**
   1. Steps to Work, “the Lead Organisation”, will be the sole accountable body ultimately responsible to Big Lottery Fund for the delivery of the Project, reporting on the Project and meeting Big Lottery Funds terms and conditions of the grant. The Lead Organisation is bound by the terms and conditions of grant it signs with the Big Lottery Fund. The Big Lottery Fund Building Better Opportunities Standard Terms & Conditions are included at Annex 1 (‘the Terms and Conditions’).
   2. The Lead Organisation will be the sole organisation ultimately responsible for compliance with European Social Fund requirements.
   3. The Lead Organisation will operate to the principles of the Merlin Standard, lead the Partnership in an open and transparent way, and encourage Partnership Members to develop cohesive ways of working together and Partnership Members in building capacity and capability in their Activities.
3. **PARTNERSHIP MEMBER ORGANISATION** 
   1. Any organisation that has a formal delivery role must sign the Partnership Agreement and will automatically become a Partnership Member.
   2. Each Partnership Member must be a legally constituted body in its own right. Consortium organisations must also be a legally constituted body.
   3. The EVOLVE Partnership is made up of 17 Partnership Members listed below. Each Partnership Member has a named Single point of contact:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Organisation Name** | **Address** | **BBO Lead Contact** | **Safeguarding Lead Contact** | **Telephone Number** |
| Acacia Training Ltd | Unit C1  Bellringer Road  Trentham Business Quarter  Trentham  ST4 8GB | Julie Arrowsmith | Victoria Sylvester | 01782 646346 |
| Action for Blind People | Action House  53 Sandgate Street  London  SE15 1LE | Gary Beck | Debbie Lynch | 020 7635 4800 |
| Auctus Training Solutions ltd | Atlas Building  16 Portland Street  Aston  Birmingham  B6 5RX | Richard Toy | Steve Cox | 0121 366 8800 |
| BDS Learning Ltd | The Grainstore  Elmhurst Business Park  Park Lane  Lichfield  WS13 8EX | Phil Goscombe | Adrian Viles | 01543 416222 |
| Bedworth, Rugby and Nuneaton Citizens Advice Bureau | The Philip Dix Centre  Corporation Street  Tamworth  B79 7DN | David Gooding | David Gooding | 024 76 643206 |
| Birmingham Disability Resource centre | 4th Floor, Lyndon House  58-32 Hagley Road  Birmingham  B16 8NH | Nikki Chatwin | Louise Mckiernan | 0121 248 4520 |
| Burton Albion Community Trust | Burton Albion FC,  Pirelli Stadium  Burton on Trent  Staffordshire  DE13 0AR | Aaron Savva | Kim Realff | 01283 565938 |
| Burton Mind | 67 Branston Road  Burton on Trent  Staffordshire  DE14 3BY | Lynne Barrell | Lynne Barrell | 01283 566696 |
| Cherry Orchard Garden Service | Burntwood Memorial Community Centre  Rugeley Road  Burntwood  WS7 9BE | Ian Wells | Stephanie Dyke | 01543 676443 |
| Cycle R | New Hall  17 High Green Court  Cannock  WS11 1GR | Richard Lawrence | Russ Taylor | 01543 523606 |
| Citizens Advice East Staffordshire | Suite 5d/5e Anson Court  Horninglow Street  Burton on Trent  DE14 1NG | Dawn Green | Sally Holden | 01283 566722 |
| Groundwork West Midland | Groundwork West Midlands Environmental Centre.  Dolton Way  Tipton  DY4 9AL | Michelle Mansell  Mark Harris | Julie Read | 0121 530 5500 |
| i2i Life Foundation | Paycare House (3rd Floor)  George Street  Wolverhampton  WV2 4DX | Michelle Mills | Jonathan Ballin | 01902 712522 |
| Performance Through People Training Ltd | Essex Terrace  Intown  Walsall  WS1 1SQ | David Price | Anne Moore | 01922 651100 |
| South East Staffordshire Citizens Advice Bureau | Wade House  7 Cannock Road  Burntwood  WS7 1JS | Julie Lloyd | Sandra Cooper | 01543 254926 |
| Starfish Services Ltd | 26-28 Wolverhampton Road  Cannock  WS11 1AH | Paul Hyde | Katie Jennings | 01543 572161 |
| Tamworth Cornerstone Housing Association Ltd | Old School House  2 Woodhouse Lane  Amington  Tamworth  B77 3AE | Stephanie Hood | Stephanie Hood | 01827 319918 |

1. **FINANCIAL AND CONTRACTUAL ARRANGEMENTS**
   1. No Partnership Member will subcontract any Project Activities to another organisation
   2. If any additional Project Activities, goods or equipment are identified by the Partnership Member after the grant has been awarded, this would need to be agreed with the BBO EVOLVE Lead Organisation first and a procurement process carried out in line with national procurement rules for ESIF and in some cases the Public Procurement Regulations 2015 as defined in: <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/481840/ESIF-GN-1-001_Procurement_Law_ESIF_Guidance_Note_V2.pdf> or most current version at the time of procurement. This will involve the BBO EVOLVE Lead Organisation procuring goods, Activities or a series of related Activities over £999.99 (as set by Lead Organisation) through an open and competitive tender by obtaining at least three quotes, which can also be provided by the Partnership Member. These Activities must be absolutely essential to the delivery of the Project and be focussed on specific needs or areas identified.
   3. The detailed requirements for each Partnership Member, including dates, amounts, monthly breakdowns, targets and outcomes are set out in the Delivery Agreements which are separate documents to this Agreement and individual to each organisation.
   4. Set out below is a summary of Activities to be delivered by each Partnership Member:

|  |  |  |  |
| --- | --- | --- | --- |
| **Partnership Member Organisation Name** | **Activities to be Delivered** | **Partnership Member Organisation Name** | **Activities to be Delivered** |
| Acacia Training Ltd | Pre-Employment course for those with multiple barriers with an interest in working in the adult social care. The course is designed to give unemployed learners a quick but comprehensive introduction to working in adult social care so they can decide if a social care career is right for them. | Citizens Advice East Staffordshire | In-depth, targeted 3 month long series of sessions designed to steadily develop knowledge, understanding, skills, confidence, aspirations and long term wellbeing through promoting employability and resilience. Participants will own their development by taking the core digital skills learning at their own pace and by building knowledge around this through facilitated, in depth, topic focused sessions. In order to remove the barriers and anxieties potentially underlying the cycles of deprivation and to promote resilience and stability longer term, each participant will also have opportunity at every session to access personalised debt and benefits advice. |
| Action for Blind People | Provide a personalised holistic programme of support to visually impaired people. An expert employment co-ordinator will work with customers either in small groups or 1:1 case managing each step of their progression towards employment. This includes providing emotional support, transport training, living with sight loss bespoke learning programme, financial and digital inclusion sessions, pre employment programmes and vocational guidance, job brokering, motivational workshops, skills development and ongoing in work support | Cycle R | Provision and maintenance of disabled bikes to lease & loan, maintenance and development of bikes for disabled people, manufacture and modification of bikes, both standard and recumbent, programme will provide participants with 12 weeks volunteering opportunities to gain work experience and develop new skills. |
| Auctus Training Solutions ltd | Short training programme focused on giving adults aged 18yrs and over who are unemployed or economically inactive mandatory qualifications and sector knowledge to enhance their opportunities to achieve sustainable employment in the rail sector. | Groundwork West Midland | Participants will be allocated an experienced, dedicated advisor who will identify and address a wide spectrum of barriers to employment. Holistic assessment of needs, tailored action plan focusing on moving participants closer to the labour market. Weekly one to one sessions, layered package of support including Employability, job ready support, in work support, financial confidence/inclusion. |
| BDS Learning Ltd | ‘Business Start-up programme’ comprising of 3 half day workshops per group followed by four 1:1 coaching sessions with each participant to assist in start up preparations and up to two post-start coaching sessions to provide support during the first year of trading. Employability Skills course comprising of job search skills, personal skills/qualities, application forms, interviews and behaviours/attitudes at work | i2i Life Foundation | Engagement of participants through soft activity/health/wellbeing themes approach with a view to participating onto sports and activity themed employment courses. Progression to attend a mini coaching academy course that applies modular employment related support and operates from sport venues. Case worker approach supporting individuals according to their needs, build relationships of trust. |
| Bedworth, Rugby and Nuneaton Citizens Advice Bureau | Integrated money advice service which has various levels of support from early intervention debt advice to providing a full case work services to help those with multiple debts to find sustainable solutions for managing/clearing debt. Support worker will undertake an initial assessment and develop a mutually agreed action plan. Explore ways of maximising income, better off calculations and financial capability support sessions linked with healthy eating. Encourage to develop other skills such as cooking on a budget, IT skills and personal | Performance Through People Training Ltd | Community outreach and engagement to target hard to reach participants. Flexible Induction, Individual diagnostic and assessment, ‘Get set' workshops( 6 week) to build soft skills, 'world of work ' workshops (4-5 weeks) - offsite activities and employability skills, possible accredited courses, work experience placement, progression & retention into employment, education/training and 6 month tracking |
| Birmingham Disability Resource centre | Support for people with a disability or long term health condition. Delivery of journey to work programmes that includes holistic assessment of individual needs, looking at workplace aspirations and barriers. Weekly sessions helping to reduce barriers to work including motivation, confidence and self esteem, managing mental health, healthy lifestyles, debt and money management. Volunteering/work experience placements and weekly job clubs | South East Staffordshire Citizens Advice Bureau | In-depth, targeted series of sessions designed to steadily develop knowledge, understanding, skills, confidence, aspirations and long term wellbeing through promoting employability and resilience. Participants will own their development by taking the core digital skills learning at their own pace and by building knowledge around this through facilitated, in depth, topic focused sessions. In order to remove the barriers and anxieties potentially underlying the cycles of deprivation and to promote resilience and stability longer term, each participant will also have opportunity at every session to access personalised debt and benefits advice. |
| Cherry Orchard Garden Service | Programme of support people with a learning disability that links learning and working to help people towards employment. COGS, teaches the skills needed for team work, employment, self confidence and problem solving through aspects of horticulture and grounds maintenance. By attending COGS, individuals with a learning disability can gain the skills and confidence to enter regular employment. | Starfish Services Ltd | Support to people with mental health barriers through 1:1 and group sessions. Four week training programme in 'introduction to Peer mentoring principles and practices which teaches individuals how to become a peer mentor. Offer progression to 12 week volunteer training package 'supporting people in recovery ' - provides a fully accredited qualification at level 2 |
| Burton Albion Community Trust | The “My Future Goal” programme will plug the gap between BACTS Health and Inclusion Programme and formalised Education. The programme will be split into four strands: Mentoring, Future Goal, Volunteer co-ordination and Exit Route. The objectives of the programme are to increase the health and wellbeing of the participants, increase the confidence of individuals, reduce the number of unemployed people and to engage with the harder top reach groups. | Tamworth Cornerstone Housing Association Ltd | Employ a life skills worker to focus on moving tenants closer to the workplace. The life skills worker will provide a personalised service, identifying and addressing barriers and improving employability skills. Identifying suitable work experience opportunities and utilising existing coffee shop facilities to provide in house work experience in a community cafe environment. Encourage participants to peer mentor other participants. |
| Burton Mind | Burton and District Mind is a mental health charity based in East Staffordshire.  Within the partnership framework of Building Better Opportunities we will provide one to one pathway meeting - to plan tailored support that is appropriate for the client’s mental health needs, One to one counselling - supporting multiple barriers. Our 10 associate counsellors are trained in different counselling orientations, therapeutic training, and 7 languages, Small group wellbeing courses – reducing anxiety & teach stress management, mood management, build self-esteem, confidence, assertiveness and develop individual wellness plans and One to one support - breaking down barriers that prevent clients from accessing community facilities, health advice, careers support, volunteering, education and training etc. |  |  |

* 1. Payments will be made to each Partnership Member to the bank account nominated by them to the Lead Organisation for that purpose.
  2. All eligible payments will be managed by the Lead Organisation’s finance team, details of which are contained within the Standard Operating Procedures.
  3. The Lead Organistation is responsible for all funds, in accordance with the evidence requirements put in place by the Funding Bodies. The Lead Organisation will not be liable to make any payments to delivery partners until it has received grant funding.
  4. The Lead Organisation reserves the right to withhold or delay payment to individual Partnership Members due to that Partnership Member’s direct non-compliance with their individual Delivery Agreement, resulting in the respective Partnership Member’s underperformance or errors.
  5. Responsibility for any financial losses incurred, including Clawback until 2033 , will be attributed to the individual Partnership Member and not absorbed by the Partnership
  6. The Lead Organisation reserves the right to reduce or increase the agreed targets, outcomes and grant amounts of any Partnership Member with reasonable grounds.
  7. The Lead Organisation reserves the right at its sole discretion to reduce the agreed volumes and grant amounts with any Partnership Member due to that Partnership Member’s Un underperformance or errors.
  8. In the event of a conflict between the terms of the partnership agreement and the Fund’s terms and conditions of grant funding, the Fund’s terms and conditions will take precedence.

1. **ROLES AND RESPONSIBILITIES**
   1. Obligations of STEPS TO WORK as Lead Organisation:
      1. To provide all Partnership Members with BBO EVOLVE Standard Operating Procedures
      2. To undertake the Activities specified as its responsibility in the Project Plan and Delivery Agreements.
      3. To operate to the principles of the Merlin Standard, to ensure fair and transparent treatment of all Partnership Members
      4. To commit to maintain a regular presence on the cross-strand Strategic Advisory Group to and feed back to Partnership Steering Group meetings.
      5. To establish procedures for distributing funding to other organisations in the Partnership in a fair manner which will be detailed in the BBO EVOLVE Standard Operating Procedures
      6. To implement procedures for ensuring evidence requirements are shared between Partnership Members.
      7. To collect and retain original receipts and invoices for each item of expenditure spent by Partnership Members, together with other forms of evidence like timesheets and job descriptions with evidence of compliance with procurement rules.
      8. To ensure as Lead Organisation that all financial management systems are efficient and carried out according to Funding Bodies’ guidelines and that payments are made promptly;
      9. To prepare and submit monitoring / evaluation and other reports for the Funding Bodies as required;
      10. To prepare financial reports – income and expenditure of the Activities –for the Funding Bodies;
      11. To collect and maintain an up-to-date database of all Participants on the Project, including their equality characteristics and around 30 other personal indicators (such as age, family circumstance and current level of education) as specified in the BBO EVOLVE Standard Operating Procedures
      12. To ensure there is a good level of engagement with target Participants so the Project remains responsive to their ideas and needs.
      13. To evidence all results, such as learning achievements or a Participant’s progression to employment, including certificates or letters of appointment
      14. To ensure the cross-cutting themes and the branding and publicity guidelines are being implemented throughout the delivery of the Project, through regular monitoring and evaluation.
      15. To regularly report to Big Lottery Fund on the progress or achievements of the Project, including being available for visits by or on behalf of Funding Bodies until 10 years from the end of the grant
      16. To conduct the overall EVOLVE Project financial and other administration tasks, including the development and implementation of appropriate communication, systems and protocols;
      17. To ensure that the Partnership is informed immediately if there are any problems in relation to any contract or arrangement with The Funding Bodies;
      18. To convene and maintain a presence on the Partnership Steering Group(s) and to ensure that the other Partnership Members have up-to-date contact details for transmission of any reports, notices or correspondence to the Lead Organisation or the Partnership Steering Group.
      19. To convene and maintain regular quarterly progress and performance meetings
      20. To convene and maintain regular partner support and quality support forums, to share best practice, learning and formative evaluations.
      21. To provide relevant training and ongoing support as and when needed for the duration of the Project lifetime, to assist the Partnership Members in developing sustainanble capacity and capabilities
      22. To convene and maintain regular partner support and quality support forums, to share best practice, learning and formative evaluations.
      23. To ensure that all financial transactions of the Partnership Members are recorded and dealt with in an appropriate way, audit trails of expenditure are kept, and to retain all related documentation until 2033.
   2. Obligations of each Partnership Member other than STEPS TO WORK as Lead Organisation , but including Steps to Work as a delivery partner:
      1. To adhere to BBO EVOLVE Standard Operating Procedures
      2. To commit to a properly resourced delivery programme
      3. To be transparent about what activities are being offered
      4. To ensure funding is being spent on eligible costs alone, with original evidence of this expenditure retained and then passed on to the Lead Organisation
      5. To collect accurate entry and exit information on each Participant, so that the eligibility of these Participants can be proven and the impact of the Project can be monitored.
      6. To collect and retain original receipts and invoices for each item of expenditure spent by partners, together with other forms of evidence like timesheets and job descriptions with evidence of compliance with procurement rules.
      7. To evidence all results, such as learning achievements or a Participant’s progression to employment, including certificates or letters of appointment.
      8. To maintain a Participant record for each individual enrolled in the Project, which brings together all of the evidence of their progression through the Project together with other key information like their start and end date, as detailed in BBO EVOLVE Standard Operating Procedures
      9. To embed the cross-cutting cutting themes within the day-to-day delivery of the Project
      10. To ensure that any Activities clearly add value and do not duplicate existing provision that can be arranged locally through existing institutions or interventions
      11. To deliver its programme according to the agreed milestones, targets and outputs as described in the Project Plan, this Agreement (with any accompanying appendices) and any Grant Agreements(s)with the Lead Organisation and Funding Bodies
      12. To submit timely, evidenced and accurate monitoring reports and timesheets throughout the life of its Activities in accordance with the requirements of and with any deadlines contained in the respective Delivery Agreement to the individual Partnership Member, the Terms and Conditions and any contracts or other arrangements with the Lead Organisation and Funding Bodies
      13. To contribute to and participate in the Steering Group(s) and in the delivery and development of the Partnership and the Activities.
      14. To contribute to and participate in the quarterly progress and performance meetings
      15. To contribute to and participate in the Partner Support and Quality Support Forums, to share best practice, learning and formative evaluations, to assist the delivery and development of the Partnership and the Project
      16. To communicate effectively with all Partnership Members and commit to actively work together as a partnership and across Building Better Opportunities Staffordshire programme as a whole to ensure the best outcome for the Participant, inlcuding referrals between Partnership Members and across the Building Better Opportunities Staffordshire programme as a whole.
      17. To ensure that if any Partnership Member is delivering on more than one BBO Project, that there is a fair and transparent allocation of Participants to individual Projects dependent upon the Participants need.
      18. To contribute to development and maintenance of Participant-led involvement in the Project, including Particpant Steering Groups, focus groups, case studies, feedback and evaluations.
      19. To ensure the Particpant voice is at centre of delivery and all action plans are co-developed between Partnership Member and Participant.
      20. To publicise that the Activities being delivered are supported by the Big Lottery Fund and ESF, taking every opportunity to include references and logos and adhere to guidelines set out in clause 11.
      21. To ensure that the Lead Organisation is informed of any significant changes (in particular changes in personnel), and any concerns or issues likely to have an impact on Project Activities, performance or quality, within 3-5 working days. Failure to do so may result in payment for Partnership Members being withheld by the Funding Bodies. A copy of the P60 of each staff member engaged in the Activities must also be supplied annually if required.
      22. To ensure that all financial transactions of the Partnership Member are recorded and dealt with in an appropriate way, audit trails of expenditure are kept, and all related documentation are provided to the Lead Organisation, to be retained until ten years after the end of the project (subject to the Data Protection Act 1998).
      23. Within the statutory accounts of the Partnership Member, income received under this Agreement must be disclosed as being received from the Funding Bodies together with the reference number of the Activities and the income must be specified as being a restricted reserve.
      24. To supply the Lead Organisation with copies of all advertising, job descriptions, person specifications, a list of locations advertised, copies of interview process/selection grid, and a copy of each appointment letter which will be passed on to Funding Bodies if required.
      25. To ensure that any branding by Partnership Members and the Activities acknowledges the Funding Bodies by complying with the Funding Bodies’ Branding and Publicity requirements and ESIF Publicity Requirements, including those set out in the Terms and Conditions and the BBO Branding and Publicity Guidance published by the Big Lottery Fund..
      26. To record and monitor all work undertaken using any agreed recording and monitoring forms and systems provided by the Leading Organisation and/or the Funding Bodies. Reports may include evidence of monitoring and evaluation including Participant records, training records, Participant feedback, evaluation forms and summaries, and where appropriate photographs, websites, publicity and articles written for marketing the Activities.
      27. To send all reports, notice or correspondence in writing to the contact person(s) named by the Lead Organisation subject to timescales set out in BBO EVOLVE Standard Operating Procedures.
      28. As a Partnership Member, to indemnify the Lead Organisation and the other Partnership Members in respect of any loss, damage, cost, claim or demand incurred by the Lead Organisation or the other Partnership Members and arising through the negligence, default or wilful wrongdoing or any breach of this agreement by that Partnership Member, provided that the amount of any sum indemnified under this clause shall not exceed the amount of the grant awarded to the indemnifying Partnership Member, except in the case of loss or damage incurred as a result of the death or injury of any person caused by the negligence of the indemnifying Partnership Member.
      29. To comply with any of the obligations set out in the Terms and Conditions to the extent that they are relevant to the activities of the individual Partnership Member.
2. **POLICIES AND PROCEDURES** 
   1. During the period of the Project and the life of the Partnership, all Partnership Members will act in a fair and open manner in relation to any protected characteristics as defined by the Equality Act 2010 and in compliance with any other relevant legislation.
   2. All Partnership Members agree to meet all laws regulating the way they operate, the work carried out, the staff employed and the goods purchased. All Partnership Members will ensure they have Equality and Diversity policy in place at all times and will obtain all approvals and licences and any profile checks required by law or the Funding Bodies.
   3. All Partnership Members will have in place policies which cover the following, which are in date and reviewed regularly and will ensure their procedures adhere to them as a minimum:

* Code of conduct/ethics
* Commercial Confidentiality
* Acceptable Use of Equipment & Systems
* Data Protection
* Fraud Prevention
* Whistle Blowing
* Equality and diversity
* Safeguarding (child and vulnerable adults)
* Prevent Policy
* Health and Safety
* Environmental and sustainability
* Recruitment and personnel
* Disciplinary and grievance
* Complaints and harrassment
  1. All Partnership Members will have in place an up-to-date policy for Information security / Data Protection. If there is any conflict between the interpretation of any Partnership Members Information Security and Data Protection policy and those of Steps to Work, those of Steps to Work Information Security and Data Protection take precedence.

1. **ADMINISTRATION AND RECORD- KEEPING**
   1. The Lead Organisation will organise and convene formal Partnership Steering Group meetings on a quarterly basis.
   2. The Lead Organisation will organise and convene Partner and Quality Support Forums on a quarterly basis.
   3. The Lead Organisation will take responsibility for taking minutes of Partnership Steering Group(S) meetings and Partner and Quality Support Forums , recording actions, keeping records and distributing to Partnership Members
   4. The Lead Organisation will ensure that the other Partnership Members have up-to-date contact details for transmission of any reports, notices or correspondence to the Lead Organisation, the Steering Group(s) or Partner and Quality Support Forums.
   5. The Lead Organisation will organise and maintain a minimum of quarterly progress and performance meetings with individual Partnership Members
   6. The Lead Organisation will organise and convene Participant Steering Group(s) meetings on a quarterly basis.
   7. The Lead Organisation will take responsibility for taking minutes of Participant Steering Group(s) meetings on, recording actions, keeping records and distributing to Partnership Members.
   8. The Lead Organisation will ensure all records from the Steering Group(s), Participant Steering group(s) meetings and Partner and Quality Support Forums are kept and are available for accessing and auditing by or on behalf of Funding Bodies and national Audit Office until ten years from the end of the grant.
   9. The Lead Organisation and Partnership Members will be responsible for collecting and maintaining an up-to-date database of all members of the Participant Steering Group(s).
   10. The Lead Organisation will actively encourage Partnership Members to organise and convene informal Partnership meetings to promote Partnership working, streamline Project provision and develop a sustainable Partnership network.
   11. Partnership Members will take collective responsibility for recording agreed actions of informal Partnership meetings, keeping records and distributing to Partnership Members and the Lead Organisation.
   12. Partnership Members will commit to attend, contribute to and participate in the Steering Group(s) and in the delivery and development of the Partnership and the Project.
   13. Partnership Members will commit to attend, contribute to and participate in the Partner and Quality support forums, to share best practice, learning and formative evaluations, to assist the delivery and development of the Partnership and the Project.
   14. Partnership Members will commit to attend, contribute to and participate in the quarterly progress and performance meetings.
   15. Partnership Members will commit to involving Participants in the delivery of the Project by ensuring that a Participant from each Partnership Member attends each quarterly Partnership Steering Group(s) meetings
   16. Partnership Members will ensure all records from informal Partnership meetings are retained and are available for accessing and auditing bythe Lead Organisation and the Funding Bodies for the lifetime of the Project and then original documents will be passed to the Lead Organisation to retain until 10 years from the end of the grant.
2. **MONITORING AND REPORTING**
   1. The Lead Organisation will use performance management methodologies as detailed in the BBO EVOLVE Standard Operating Procedures to ensure Project and Participant progress is monitored effectively.
   2. The Lead Organisation will provide all Partnership Members with BBO EVOLVE Standard Operational Procedures to standardise processes across the Partnership.
   3. The Lead Organisation will collate Partnership Member reports into overall EVOLVE progress, monitoring / evaluation and other reports, to be submitted to the Funding Bodies on a regular basis as required.
   4. The Lead Organisation will collate Partnership Member financial claim reports to prepare overall EVOLVE financial reports – income and expenditure of the Programme – to be submitted to the Funding Bodies on a regular basis as required;
   5. The Lead Organisation will implement a Quality Assurance process to ensure quality and consistency of data across the Partnership which will consist of:
      1. Provision of standardised data collection tools to be used by all Partnership Members
      2. Provision of a BBO EVOLVE Standard Operational Procedures to be used by all Partnership Members to ensure standardised processes are embedded across the Partnership
      3. Ensuring updated versions of Project guidance and standardised documentation are made available on the EVOLVE Management Information System
      4. Daily off-site audits of Participant records and associated evidence conducted remotely via cross-Project MI system.
      5. Monthly Quality Assurance Management report from each Partnership Member.
      6. Regular on-site audits of Participant files and associated evidence.
   6. Partnership Members will use the performace management methodologies as adopted by the Lead Organisation to monitor Project activity and and Participant progress.
   7. Partnership Members agree to submit timely, evidenced and accurate monitoring reports and timesheets throughout the life of the Project and in accordance with the requirements and with any deadlines contained in the BBO EVOLVE Standard Operating Procedures or contracts or other arrangements with the Lead Organisation and Funding Bodies.
   8. Partnership members will ensure all Participant data is entered and all evidence uploaded onto the cross-Project MI system which meets timely requirement as detailed in the BBO EVOLVE Standard Operational Procedures and complies with the **current** version of Building Better Opportunities Collecting and Recording Participant Information guidance at the time of data collection
   9. Partnership Members agree to maintain an up-to-date Participant Monitoring spreadsheet in addition to any data inputted onto the MI system
   10. Partnership Members agree to submit a Participant data report and all required evidence of activities and achievements on the date specified in the BBO EVOLVE Standard Operational Procedures to the designated contact at the Lead Organisation.
   11. Partnership Members agree to submit a financial claim report and all required evidence of defrayed expenditure on the date specified in the BBO EVOLVE Standard Operational Procedures to the designated contact at the Lead Organisation.
   12. Partnership Members agree to submit a Quality Assurance Management report on the date specified in the BBO EVOLVE Standard Operational Procedures the designated contact at the Lead Organisation.
   13. Partnership Members agree to submit Cross Cutting Themes monitoring reports and all required evidence on the date specified in the BBO EVOLVE Standard Operational Procedures to the designated contact at the Lead Organisation.
   14. Partnership Members agree to submit any other information required under the Terms and Conditions or reasonably required by the Lead Organisation on the date specified in the BBO EVOLVE Standard Operational Procedures the designated contact at the Lead Organisation.
   15. Partnership Members agree to ensure all required and relevant forms and evidence are kept as a hardcopy within the Participant file, in addition to any data uploaded to MI System, and stored in compliance with the cross-Project Information Security and Data Protection policy until collection by the Lead Organisation.
3. **FINANCE AND CLAIMS**
   1. The Lead Organisation will establish and implement procedures for distributing funding to Partnership Members in a fair manner.
   2. The Lead Organisation will develop and implement policies for ensuring financial claims and evidence requirements are shared and understood between Partnership Members.
   3. Partnership Members will be paid directly into the bank account nominated by them for that purpose and within 30 days of submitting the evidence required under the terms of this Agreement for payment of the grant.
   4. The Lead Organisation will only make payment for defrayed expenditure which is fully evidenced.
   5. The Lead Organisation will provide each Partnership Member with an approved ‘Certified Original Seen’ stamp to be used only by the Partnership Member’s named designated finance lead. The Partnership Member will ensure that the Lead Organisation is informed of any changes to Partnership Member’s named designated finance lead as set out in clause 5.2.21.
   6. The Lead Organisation will require submission of original copies (or copies stamped with approved ‘Certified Original Seen’ stamp) of any recepits and/or invoices for each item of expenditure spent by Partnership Members, together with other forms of evidence (e.g. Timesheets, job descriptions with evidence of compliance with procurement rules) in order to make a payment.
   7. Evidence of expenditure will be thoroughly checked and authorised by the Lead Organisation before any payments are made to a Partnership Member.
   8. Evidence of expenditure will be recorded and stored by the Lead Organisation until 2033.
   9. V.A.T is eligible expenditure only if it is non-recoverable
4. **COMMUNICATION** 
   1. The Lead Organisation will provide a named Partnership Coordinator to each Partnership Member, which will be the main point of contact for Project-related communication. The Lead Organisation will promptly notify the Partnership Members of any change in Partnership Coordinator.
   2. The Partnership Member will provide to the Lead Organisation a lead contact, which will be the main point of contact for the Partnership Coordinators for Project-related communication. The Partnership Members will promptly notify the Lead Organisation of any change in their lead contact.
   3. In addition to quarterly meetings of the Steering Group(s), Partner and Quality Support Forums and performance reviews, other forms of communication will include:
      1. Quarterly E-Bulletins
      2. Webinars
      3. Case Studies
      4. Event Management
   4. The Lead Organisation will implement a Communications Strategy cross the Partnership, which is set out in the BBO EVOLVE Standard Operating Procedures.
   5. All Partnership Members are responsible for promoting and marketing the EVOLVE Project and related activities in accordance with this agreement and Terms and Conditions and the nature of which will be agreed through the Steering Group(s).
5. **BRANDING AND PUBLICITY**
   1. The Lead Organisation is ultimately responsible to the Funding Bodies for ensuring compliance with Big Lottery Fund and European Social Fund branding and publicity requirements.
   2. The Lead Organisation will ensure that the Big Lottery Fund and European Social Fund branding and publicity guidelines are being implemented throughout the delivery of the Project, through regular monitoring and evaluation
   3. All Partnership Members must ensure that they:
      1. Display at least one promotional poster containing the required logos and an agreed form of words. Posters should be displayed in public areas of your premises such as the entrance of a building. Big Lottery Fund will provide templates.
      2. Inform Participants that the activities they are participating in and Activities they are using are funded by the Funding Bodies, including acknowledging this on all of the materials used by Participants.
      3. Undertake a range of promotional activity to publicly acknowledge your BBO funding, including publications and printed material, press, website and social media activity and sharing learning from your Project through stories and case studies.
      4. Gain approval for any promotional materials from Lead Organisation prior to materials being used to ensure all promotional activity carries the correct versions of the ESF, Big Lottery Fund and National Lottery ‘Crossed Fingers’ logos. The Big Lottery Fund has provided ESF, Big Lottery Fund and National Lottery ‘Crossed Fingers’ logos in various formats for Partnership Members to use when producing publicity materials. Guidance on the location, size, typeface and colour of the logos is included in the BBO EVOLVE Standard Operating Procedures
      5. Provide evidence of publicity activity and materials to the Lead Organisation as part of monitoring and reporting requirements.
      6. Retain records of all of publicity activity and materials for inspection at audit for the lifetime of the Project, to be given to the Lead Organisation throughout the Project lifetime, who will retain them until ten years after the end of the project.
6. **CROSS CUTTING THEMES**
   1. The Lead Organisation is ultimately responsible to the Big Lottery Fund for ensuring the two European Social Fund cross-cutting themes, namely sustainable development and gender equality and equal opportunities, are fully integrated into the development and delivery of every Project activity for the duration of the Project lifetime.
   2. The Lead Organisation is responsible for developing and embedding across the Partnership an action plan for:
      1. Sustainable development
      2. Gender equality and equal opportunities
   3. The Lead Organisation will monitor, evaluate and audit how Partnership Members are integrating the cross cutting themes throughout the lifetime of the Project.
   4. All Partnership Members commit to sustainable development practices. The minimum requirement is that each Partnership Members has an environmental/sustainability policy and implementation plan that is put into practice in delivery of its Services.
   5. All Partnership Members commit to promoting equal opportunities and non-discrimination in all areas of their work and conform to current legislation, most notably the Equality Act 2010.
   6. Each Partnership Member:
      1. has an equal opportunities and/or diversity policy (covering staff and learners) and implementation plan; and
      2. Commits to meeting the minimum targets relating to the number of women and people from disadvantaged groups as detailed in the BBO EVOLVE Standard Operating Procedures engaged in any BBO EVOLVE activity.
   7. All Partnership Members will provide evidence of how they are integrating the cross cutting themes as part of the Lead Organisation’s monitoring and reporting requirements
   8. Partnership Members will retain records of any implementation activities of the two cross-cutting themes for inspection at audit for the lifetime of the Project , to be given to the Lead Organisation at the end of Project lifetime, who will retain them until 10 years after the end of the Project.
7. **WITHDRAWAL OR REMOVAL OF A PARTNERSHIP MEMBER** 
   1. A Partnership Member may withdraw from the Project by giving 3 months’ notice in writing to terminate its rights and obligations under this agreement provided that:
      1. all sums due to or from the Partnership Member have been settled when the notice is to take effect;
      2. The indemnity given by the Partnership Member under clause 5.2.28 shall continue from the date the Partnership Member terminates its obligations under this Agreement until the end of the lifetime of the Project.
      3. Where there has been a failure to comply with its obligations under this agreement by a Partnership Member other than the Lead Organisation, then, in the first instance, the Lead Organisation shall inform that Partnership Member in writing, by letter or e-mail, of the nature of the failure and request that it be rectified within a specified period. If the Partnership Member fails to rectify such a failure after notification, then this may result in payments being withheld by the Lead Organisation or the Funding Bodies and ultimately in removal of a Partnership Member under clause 13.1.4.
      4. A Partnership Member other than the Lead Organisation shall be removed from the Partnership if:
         1. in the opinion of the Lead Organisation it has committed a continuing or fundamental breach of its obligations under this agreement;
         2. it dissolves or goes into liquidation;
         3. it becomes insolvent within the meaning of the Insolvency Acts; or
         4. a Force Majeure Event occurs which (in the reasonable opinion of a majority of the other Partnership Members) renders performance of the affected Partnership Member’s obligations under this agreement, either impossible or impracticable.
   2. Provided that a Partnership Member may appeal to the Lead Organisation against a decision to remove taken by the Lead Organisation in which case the matter will be decided by a majority vote of [the Partnership Steering Group].
      1. However, any decisions made must not contravene the Terms & Conditions of the grant or put the Lead Organisation in breach of the same.
      2. The Lead Organisation will make the ultimate decision as it is bound by the Terms and Conditions of the grant.
   3. Where there has been Compliance Failure by the Leading Organisation, then any one or more of the other Partnership Members shall refer the matter to the Steering Group(s). If the matter cannot be resolved by the Steering Group (s), then any one or more of the Partnership Members may exercise such legal remedies as may be available to it under English law.
8. **ADMISSION OF NEW PARTNERSHIP MEMBERS**
   1. If additional Activities are identified due to poor Partnership Member performance or withdrawal or removal of a Partnership Member from the Partnership, and only where these Activities are absolutely essential to the delivery of the Project and focused on specific needs or areas that were not previously known or understood, the Lead Organisation would need to gain permission from Big Lottery Fund to procure new partnership members
   2. If permission is granted by Big Lottery Fund, the Lead Organisation will follow a formal procurement process carried out in line with national procurement rules for ESIF or Public Procurement Regulations, dependent on the Activities required.
9. **SUSTAINABILITY**
   1. All Partnership Members will be committed to sustaining the Partnership to ensure it is fit for purpose throughout the lifetime of the Project through:
      1. Committing to attending and actively contributing to Partnership meetings
      2. Ensuring an adequate amount of resources are dedicated to the Partnership and its overall aims and objectives
      3. Supporting the development of Partnership Members’ skills and capabilities through shared good practice and resources
      4. Ongoing monitoring and shared reflection of how the Partnership is working, in order to strengthen and sustain relationships and achieve effective outcomes.
      5. Contributing to reviewing and identifying strategies to address any issues that may arise throughout the lifetime of the Partnership
   2. All Partnership Members will work towards sustaining the benefits of the Partnership outside of the BBO EVOLVE partnership and after the lifetime of the Project, contributing to creating a lasting impact of increased benefits, resource development, and capacity building within communities and across the Staffordshire.
10. **DISAGREEMENTS AND DISPUTES RESOLUTION** 
    1. In the event of a dispute between the Lead Organisation and one (or more) of the Partnership Members, then the priority will be to continue the work of the Project in order to minimise any potential disruption to Participants and the reputation of the Partnership and the Project.
    2. If it is not possible to resolve the matter through discussion, Lead Organisation grievance policy will be followed, as detailed in the BBO EVOLVE Standard Operating Procedures
    3. Where there is a dispute between Partnership Members this will be addressed, in the first instance, through the Steering Group. If it is not possible to resolve the matter in this way the issue may be referred to a mutually agreed person or body for mediation or conciliation, following processes and timescales as detailed in the BBO EVOLVE Standard Operating Procedures
    4. Any grievance or dispute in relation to the employment of a member of staff of a Partnership Member is the responsibility of the employing organisation. Any concerns by a member of the public about a Partnership Member should be referred initially to that organisation under its complaints procedure. Where the concerns affect the delivery of the Project, this may be discussed at the Steering Group(s) who will identify an acceptable and suitable process for dealing with the matter, following processes and timescales as detailed in the BBO EVOLVE Standard Operating Procedures. These discussions will be minuted and the actions agreed. Full details may also be supplied to the Funding Bodies if required.
    5. Where the Lead Organisation has a significant concern about a Partnership Member’s failure to submit information or comply with any financial or delivery reporting mechanisms this will be dealt with directly by the Lead Organisation, who will agree a course of action with the individual Partnership Member, following processes and timescales as detailed in the BBO EVOLVE Standard Operating Procedures. If this failure results in a significant change to delivery of the Project details, it will be necessary to discuss with the Steering Group(s), who will have an input on how to address changes in delivery, such as re-allocation of volume, activities and/or grant. It will also be necessary to inform the relevant Funding Bodies immediately.
    6. If the matter is not resolved, the Lead Organisation reserves the right to withhold payment to the Partnership Member concerned until the required information is provided. If the outputs stated in the Delivery Agreement with a Partnership Member are not achieved, the Lead Organisation may be required to reclaim or withhold funds from a Partnership Member to enable alternative delivery to take place. The Lead Organisation also reserves the right to impose additional conditions if the circumstances contained in Funding Bodies’ terms and conditions arise.
    7. If a matter arises which cannot be resolved through the mechanisms identified informally, the CEO and/or Chair of the Leading Organisation will meet formally with the lead officer(s) and / or Chair(s) of the Partnership Member(s) concerned to resolve the issue following processes and timescales as detailed in the BBO EVOLVE Standard Operating Procedures. Minutes of these meetings will be taken and agreed and any agreement reached appended to this Agreement. Full details may also be supplied to the Funding Bodies if required.
    8. If internal procedures have been exhausted, mediation and arbitration will be used as a final resort to resolve the matter.
11. **CHANGES TO THIS AGREEMENT**
    1. Changes to this agreement must be approved by Big Lottery Fund and Partnership Members and if necessary a Partnership Variation will be issued.
12. **DURATION**
    1. This Partnership Agreement is effective from its date of signature until the completion of the Project.
13. **SIGNED DECLARATION**
    1. All Partnership Members must sign this agreement to become a Partnership Member and deliver Activities on behalf of BBO EVOLVE Project. It is agreed by all Partnership Members including the Lead Organistion that this Partnership Agreement is not legally binding on any Partnership Member including the Lead Organisation.
    2. By signing the agreement, all partners agree that the Big Lottery Fund Building Better Opportunites Terms and Conditions will take precedence if there is conflict between the Terms and Conditions and any others that might be included.

**Partnership Member Organisation:……………………………………………………………………………………………………**

**Name: ………………………………………………………………….. Position: …………………………………………………..**

**Signature……………………………………………………………….. Date: ………………………………………………………**

**Annex 1**

**Big Lottery Fund Standard Terms & Conditions for the Building Better Opportunities** **Programme**

**Notes**

Through this Programme the Big Lottery Fund (‘the Fund’) will match European Social Funds (ESF) with eligible domestic funding in line with published ESF guidance and rules and requirements. The Fund has selected your project to deliver ESF activities through an open and competitive grant process.

As your project is part funded from ESF you must comply with all applicable European Union Structural Fund Regulations, State Aid, public procurement, publicity, gender equality, equal opportunities and sustainable development laws and requirements and ESF guidance and rules produced by the Department of Work and Pensions (the Managing Authority responsible for the delivery of the ESF programme in England). It is essential to familiarise yourself with these terms and conditions as failure to comply may result in claw back of the grant.

**Definitions**

“We”, “our” and “us” refer to the organisation receiving the grant bound by these terms and conditions. “You” and “your” means the Big Lottery Fund („the Fund‟) and includes your employees and those acting for you.

The “project” means the project that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement.

The “Grant Agreement”, which we have accepted and signed, includes and incorporates these standard terms and conditions and the grant offer letter together with any other conditions we have agreed.

The “Managing Authority” means the Department for Work and Pensions (within the DWP European and Social Fund Division) operating on behalf of the Secretary of State.

**1. In general**

1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.

1.2 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age, gender or disability, and in compliance with relevant legislation.

1.3 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force.

1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

**European and National Legislation and Guidance relating to ESF Funding**

1.5 We will comply with the following ESF related legislation and guidance where applicable to us:

a. The relevant European Union (EU) Structural Fund Regulations as issued and updated from time to time by the EU, as well as any relevant guidance or requirements (including National Eligibility Rules) issued by the Department for Work and Pensions, the Managing Authority for the distribution of ESF funding in England.

b. Regulation (EU) No 1303/2013 of 17 December 2013 which defines common principles, rules and standards for the implementation of the five European Structural and Investment Funds (ESIF): the European Regional Development Fund (ERDF), the European Social Fund (ESF), the Cohesion Fund, the European Agricultural Fund for Rural Development (EAFRD) and the European Maritime and Fisheries Fund (EMFF) and replaces Council Regulation (EC) No 1083/2006

c. Regulation (EU) No 1304/2013 of 17 December 2013 which establishes the missions of the European Social Fund (ESF), including the Youth Employment Initiative (YEI), the scope of its support, specific provisions and the types of expenditure eligible for assistance and replaces Council regulation (EC) 1081/2006.

d. Commission Delegated Regulation (EU) No 480/2014 of 3

March 2014 supplementing Regulation (EU) No 1303/2013 and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund.

e. Directive 2014/24/EU on public procurement, implemented in England, Wales and Northern Ireland by the Public Contracts Regulations 2015 (2015 No. 102) and any amendments or replacements.

f. European Community State Aid rules applicable at the date that the Aid is granted to the recipients of the Aid.

g. All guidance published by the Managing Authority or the Department for Communities and Local Government on the England ESF Operational Programme 2014-2020 via the GOV.UK website (ESF pages). All amendments, variations or additions made to guidance or the National Eligibility Rules by the Managing Authority from time to time will be uploaded to the GOV.UK website (ESF pages). Changes will be effective from the date they are placed on the website unless stated otherwise.

h. The publicity requirements published by the European Commission and the Managing Authority and specified in the England 2014-2020 European Structural and Investment Funds Growth Programme Branding and Publicity Requirements (for beneficiaries) published on Gov.uk. We are responsible for making sure that EU funding from ESF is publicised to the general public.

i.The European Union and the Managing Authority’s requirements on gender equality, equal opportunities and sustainable development as specified in guidance and rules produced by the Managing Authority for the 2014 - 2020 Programme for England.

**2. The project**

2.1 We will get your written agreement before making any change to the project or to its name, aims, structure, delivery, outcomes, duration or ownership.

2.2 We will start the project within three months of the date of the Grant Agreement or, if it is delayed, write to you giving reasons for the delay and asking for an extension.

2.3 We agree to use reasonable endeavours to deliver the project and complete it within the time limit set by you.

2.4 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.

2.5 We will tell you immediately if we receive any additional offer of funding for this project.

2.6 If we spend less than the whole grant on the project, or any spend is deemed ineligible, we will return the monies to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent or ineligible funds to you promptly.

2.7 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines and those published by the European Commission and the Managing Authority at all times. We will acknowledge your support in any published documents or any digital media that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.

2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true, accurate and up to date at the time it is given and remains true, accurate and up to date whilst the Grant Agreement remains in force.

2.10 In our management of all personal information and in our capacity as Data Controller we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.

2.11 We agree to comply with all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice whilst the Grant Agreement remains in force. We will obtain all approvals and licences required by law or by you.

2.12 If our project involves work with children, young people or vulnerable adults (“vulnerable people”), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with vulnerable people. We will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service. We will regularly review our policy and procedures to ensure they adhere to any applicable legislation and/or regulations

2.13 If we are a charity, we will register with the Charity Commission, the Charity Commission for Northern Ireland or the Office of Scottish Charity Regulator if our income goes over their minimum exemption figure.

2.14 We will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

2.15 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

2.16 We understand that you may commission research and/or evaluation of your funding. We confirm that we will co-operate with any research or evaluation related activities which are required of us by you and further confirm that you may use any part of our application and/or project information for research or evaluation purposes.

**3. Our organisation**

3.1 We will get your written agreement before making any of the following changes to our project as outlined in our application:

a. a change in the Ownership, Control and Nature of Business of our Organisation or a change to our partner (s) ;

b. Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members;

c. Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

d. a change in the nature or purpose of the application for funding;

e. any material change to the total planned expenditure;

f. any material change to the expenditure profile;

g. any material change to any of the Key Milestone Dates;

h. any change to any of the Targets; or

i. any other material change to the application for funding. (that is, more than merely trivial and inconsequential in its consequences).

Until such time as a Change is made in accordance with this paragraph, the parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.

3.2 We will write to you immediately if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing immediately of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, the Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

3.4 We will be available for meetings with you and allow you, or those acting for you and the organisations referenced in clause 6.9 or the National Audit Office full and free access to our records and any of our offices or buildings and notify you of any potential fraud or irregularities identified by those organisations.

3.5 We will let you know when our governing body, management committee or board of directors falls below three unrelated members and will increase it to at least three unrelated people as soon as possible.

**4. VAT**

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.

4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.

4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies promptly when requested.

4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.

4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

**5. Our annual report and accounts**

5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.

5.2 We will show your grant and related expenditure as a restricted fund under the description “Big Lottery Fund and ESF Building Better Opportunities Grant” in our organisation’s annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.

5.3 We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or independently examined by a suitably qualified person if our annual income is over £10,000**.** We understand that if we are a statutory body, we are not required to send you our accounts. However, if you require to see them, we will send you our accounts, signed and audited as required by the appropriate regulations.

5.4 We will keep and retain proper and up to date project accounts and records for at least a two year period from 31 December following the final submission of the accounts in respect of the 2014-2020 ESIF Programme from the Managing Authority to the European Commission. We will make these financial records available to you to look at and give you copies.

5.5 We will report regularly and fully to all members of our governing body on the financial position of our organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services or the employment of staff required to deliver the project.

**6. Monitoring**

6.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.

6.2 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

6.3 We will complete a final report about the project using the form you send us. We understand that the grant monitoring is complete only after we have completed this report and you have received annual accounts for the full period to your satisfaction.

6.4 We will inform you immediately in writing of anything that significantly delays, threatens or makes unlikely the project’s completion.

6.5 We will inform you immediately in writing if there is to be any variation to or decrease in the project outcomes.

6.6 We will establish effective procurement, monitoring, and financial systems, so that the cost of activities, and the results, outputs and indicators generated can be clearly identified and the reliability of profiled payments and handling of ESF can be ensured; this includes the establishment of appropriate document retention systems to ensure and evidence the requirements of the European Union Structural Funds Regulations, State Aid and public procurement requirements and ESF guidance.

6.7 We will retain and be in a position to provide all appropriate data as required by the regulations governing structural fund support. We will also ensure that such data is both accurate and reliable.

6.8 We will immediately notify you if any financial irregularity in the use of the grant is suspected and indicate the steps being taken in response.

6.9 We will make documents available and provide reasonable access for inspection visits and scrutiny of files by, but not limited to, you or representatives of the Department of Work and Pensions Audit Authority, the Managing Authority, the Certifying Authority, Government Departments, the European Commission National Audit Office (NAO), the European Court of Auditors or European Commission.

6.10 We understand that external audits and reviews of activity and of financial, appraisal and monitoring systems may be carried out by you and the European Commission, the European Court of Auditors, NAO, Department of Work and Pensions Audit Authority and other regulatory bodies as required by or on behalf of Department of Work and Pensions will have right of access to our organisation for audit and inspection purposes. Certification of results will usually be checked by the Fund but auditors may wish to visit you to verify that participant results claimed have actually been achieved.

**Audit arrangements**

6.11 Without prejudice to any other provision of this Agreement and the rules governing state aid, we will ensure that all documents relating to the project and its implementation and financing are retained for a two year period from 31 December following the following the final submission of the accounts in respect of the 2014-2020 ESIF Programme from the Managing Authority to the European Commission, in order that these may be made available to the European Commission and European Court of Auditors upon request in accordance with Article 140 of Regulation 1303.

6.12 We understand the Secretary of State shall notify the Fund of the start date of the two year period referred to in the paragraph above and the Fund shall notify us.

6.13 Further to paragraphs 6.11 and 6.12, we will make available the documents relating to the project and its implementation and financing if and when required to do so by you, the Secretary of State, the European Court of Auditors, the European Commission auditors, the National Audit Office (and also their respective auditors).

6.14 We shall ensure the documents referred to above shall be kept and made available either in the form of the originals or certified true copies of the originals or on commonly accepted data carriers including electronic versions of original documents or documents existing in electronic version only. Guidance detailing this procedure will be provided by the Managing Authority.

6.15 Where documents exist in electronic form only, the computer systems used shall meet accepted security standards. These standards will be provided by the Managing Authority

6.16 We understand documents and records must be maintained for the purpose of:

 The examination and certification of our accounts;

 Any examination pursuant to the Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Fund has used its resources;

 Any form of investigation or audit by the bodies referred to in these terms and conditions.

6.17 The Managing Authority, the Certifying Authority and the Department of Work and Pensions Audit Authority acting on its own or others behalf and those acting on its behalf may examine such documents connected with the project as may reasonably be required which are owned, held or otherwise in our control. We understand we may be required to produce oral or written explanations as considered necessary for the purposes of that examination or that certification.

6.18 We shall provide access to premises where the relevant documentation is held and all reasonable assistance (including the provision of onsite, photocopying, facsimile, and telecommunications facilities) at all times during the term of the Grant Agreement and for the period outlined in paragraph 6.11 above.

**7. Grants for Salaries**

7.1 We will ensure that we have legally compliant employment policies and procedures in place at all times. Our policies will reflect the requirement of equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.

7.2 If the grant is for a salary of a new post, we will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). We will send you a copy of the text of every advertisement within a reasonable time before such advertising, which will be in accordance with all current best practice and will acknowledge that you and the European Union through the ESF are the funder of the post. This applies to any re-advertisement. We will keep the job description, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them. If we have an internal recruitment policy in place, you may waive the right to enforce this condition in writing at your discretion.

7.3 You will not pay grants for salaries until we have supplied you with the names of the staff to be employed, their salaries and their employment commencement date, and, if appropriate, employment termination date.

7.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for the period stipulated in clause 6.11. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

**8. Grants for Assets and Services**

8.1 The grant may only be used to purchase eligible capital items below £1,000. If any part of the grant is used to buy any eligible capital items or series of capital items costing less than £1,000, we will comply with all ESIF rules and guidance on the procurement and purchase of capital items.

8.2 If any part of the grant is used to buy any goods or services or a series of services costing more than £2,500, we will put out the order to competitive tender and comply with the ESIF Procurement guidance document produced by the Department for Communities and Local Government as may be updated from time to time and currently available at the following link: https:[//www.gov.uk/government/uploads/system/uploads/attachment\_](http://www.gov.uk/government/uploads/system/uploads/attachment_) data/file/481840/ESIF-GN-1- 001\_Procurement\_Law\_ESIF\_Guidance\_Note\_V2.pdf. If there are good reasons why we cannot tender, we will obtain your written agreement beforehand. We will comply with all anti-bribery and anti- corruption legislation. We understand that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.

8.3 We will keep all receipts and invoices in relation to any purchase and send them to you if you ask for them. If we lease an item we will comply with all applicable Guidance issued by you, the MA or the European Commission on leasing.

8.4 If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then we will take all necessary steps to protect such rights against claims from third parties and we agree that we will not exploit such rights without your prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. We understand and accept that if you provide the consent it may be subject to conditions requiring us to repay or to share any money we receive.

8.5 We will keep all assets funded by the grant safely and in good repair and condition and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it as soon as reasonably practical.

8.6 We understand that you will monitor assets bought with the grant while the Grant Agreement remains in force. We will supply you with information that you ask for and will allow you to inspect the assets for that period.

8.7 During the asset monitoring period, we will provide an annual statement that the assets are still held and insured by us. We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide written consent you may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.

**9. Payment of grant**

9.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant if you ask us to do so and will provide you with the bank or building society statements when asked.

9.2 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. We will not use ATM‟s or debit cards to make cash withdrawals or payments from this account.

9.3 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date. We must take up the first instalment of the grant within 3 months of the date of the grant offer letter; otherwise it will automatically lapse, unless you agree in writing to an extension.

9.4 If you pay the grant in instalments over two or more years, payment for the second and following years will depend on your approval of an end of year report on the previous year, which we will complete on a form provided by you within three months of the end of the grant year. If we do not do this, grant payments may be suspended.

9.5 You will normally make payments for up to three months spending in advance based on full evidence of spend in the previous quarter and as long as we complete a satisfactory payment plan before the project starts, and we have given written notice of the project start date.

9.6 If you are not satisfied that we have met all the terms of our Grant Agreement, or you require extra information or documents, you may request this and may postpone payment of the grant until you decide that the terms are met or until you receive the information you want.

**10. Length of Grant Agreement**

10.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

10.1.1 As long as any part of the grant remains unspent.

10.1.2 The expiry of the maximum period required under the grant for asset monitoring.

10.1.3 The expiry of the maximum period required for retention of documentation for audit purposes under clauses 6.11 and 6.12.

10.1.4 As long as we are in breach of any of the terms and conditions of the Grant Agreement (this includes any outstanding reporting on grant expenditure or project delivery).

**11. We understand that**

11.1 You may terminate this agreement on the provision of six months’ notice to us and we can only guarantee future instalments of the grant as long as funds from the National Lottery and the European Union’s Structural Funds are available for this Programme and you continue to operate.

11.2 You will inform us if the exchange rate fluctuations affect the maximum level of ESF funding available.

11.3 You may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.

11.4 You will not increase the grant if we spend more than the agreed budget.

11.5 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that arises from a suspension even if the investigation finds no cause for concern.

11.6 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:

11.6.1 We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.

11.6.2 We completed the application form dishonestly or incorrectly or misleadingly.

11.6.3 We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.

11.6.4 Members of our governing body, volunteers or staff have offered, given or agreed to give any person any money or gifts to bring about this Grant Agreement or act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.

11.6.5 Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body.

11.6.6 Any other funder withdraws any part of the match funding we were offered for this project or if we receive duplicate funding from any other source for the same or any part of the project.

11.6.7 We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.

11.6.8 There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.

11.6.9 At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.

11.6.10 We are or become legally ineligible to hold the grant.

11.6.11 You have reasonable grounds to believe that it is necessary to protect public money.

11.7 You may withhold or demand repayment of all or any of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or, in Scotland, our organisation’s estate is sequestrated.

11.8 You may withhold or demand repayment of all or any of the grant if the following events occur:

11.8.1 The project activity is not carried out in accordance with our application;

11.8.2 There is a substantial or material change in the nature, scale, costs, funding or timing of the project activity described in our application for support;

11.8.3 The future of the activity described in our application is in jeopardy;

11.8.4 There is unsatisfactory progress towards meeting the outputs and results agreed with you;

11.8.5 Any part of the activity has been funded from other EU funds;

11.8.6 There is material irregularity in the way in which the activities are carried out (including those identified by auditors);

11.8.7 There is failure to adequately retain and provide information requested by you, the Managing Authority, the Certifying Authority, the European Commission, the European Court of Auditors, or the Audit Authority; or

11.8.8 There is a breach of the European Structural Funds Regulations, the requirements of EU or national procurement requirements, State Aid law or the National Eligibility Rules.

11.9 We understand that you can recover any monies by deducting such sums from any subsequent payment. We also understand that any over-payment of grant must be repaid on demand and that it is our responsibility to notify you immediately if any of events outlined in clause 11.8 or this clause 11.9 arise.

11.10 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes unapprovable State Aid. In the event that it is deemed to be unapprovable State Aid, then we will repay the entire grant immediately.

11.11 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement which must have been authorised by you in writing, permitting us to work with another organisation in delivering the project.

11.12 We will ensure that no other organisation or individual acquires any third party rights under this Grant Agreement.

**12. Additional conditions**

12.1 You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:

12.1.1 We are in breach of the Grant Agreement.

12.1.2 You withdraw any part of the funding for the project.

12.1.3 You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation as a distributor of public money or as a Government sponsored body.

12.1.4 If you have reasonable grounds to believe that it is necessary to protect public money.

12.1.5 You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

**Annex 2**

**Delivery Agreement**

[Sets out the detailed requirements for each Partnership Member, including dates, amounts, monthly breakdowns, targets and outcomes]