

**GRANT APPLICATION**

Evaluation of Breathlessness Pathway Project

**FOR THE PERIOD of APRIL 2024 to MARCH 2025**

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# **SECTION 1: INTRODUCTION**

## **General Requirements**

* 1. The initial project timeframe will be 12 months, with a funding allocation of £40,000 maximum.
  2. The Authority’s detailed requirements are defined in Section 2: Specification.
  3. Please take care in reading this document, in particular the Specification. In the event of any questions or queries in relation to this Grant Application, please contact the Practitioner detailed in Table B.
  4. The Authority will not be liable for any expenses incurred by Applicants in the preparation of their responses.
  5. The contents of this application, and of any other documentation sent to you in respect of this application process, are provided on the basis that they remain the property of the Authority and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this application and all associated documents immediately and not to retain any electronic or paper copies.
  6. No supplier will undertake any publicity activities with any part of the media in relation to the activity or this application process without the prior written agreement of the Authority, including agreement on the format and content of any publicity.
  7. This application is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Authority and its advisers.
  8. Please only provide separate appendices when asked to provide specific evidence
  9. The Authority reserves the right to:
     1. carry out due diligence checks on the awarded Applicant;
     2. amend the Grant Conditions included at Appendix 1;
     3. abandon the application process at any stage without any liability to the Authority; and/or
     4. require the Applicant to clarify its application in writing and if the Applicant fails to respond satisfactorily, this may result in the Applicant being rejected from the process;
     5. reject any qualified or conditional Application;
     6. reject returns that are not submitted in an accessible format;
     7. reject any return which is incomplete or does not comply with the application documents, or address the evaluation criteria below;
     8. reject a return at any stage in the process if it becomes aware of any omission or misrepresentation in a Provider’s response to any question;
     9. reject a return received after the closing date and time; and
     10. reject a return based on a change in budget or environmental reasons

## **Application Timetable**

* 1. This application follows a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Applicants are treated equally.
  2. The application process is intended to follow the timetable set out in Table A, below.

**Table A:**

|  |  |
| --- | --- |
| **Milestones** | **Deadlines** |
| Advertise Expression of Interest | 26th January 2024 |
| Closure of Expression of Interest | 29th February 2024 |
| Interviews | 13th, 14th, or 15th March 2024 |
| Appointment | 22nd March 2024 |
| Work Begins | 1st April 2024 |

* 1. The Authority reserves the right to amend this timetable.
  2. No return will be considered if it is not received at the email address in Table B by the date and time specified in the timetable above. Applications shall be sent to the same email address and are not be sent by fax or as hard copy.

## **Clarification Questions**

* 1. Any queries about this document, the application process, the proposed grant itself, or notification of your intent to participate, should be referred to the Practitioner detailed in Table B, below, no later than the Deadline for Questions from Applicants date in Table A.

**Table B**

|  |  |
| --- | --- |
| Name | Henna Parmar |
| Job Title | Public Health Practitioner |
| Telephone number | 07776 634125 |
| E-Mail address | henna.parmar@westnorthants.gov.uk |

## **Evaluation of Applications –**

* 1. **THOSE APPLICANTS WHO FAIL ANY PASS/FAIL, MANDATORY, COMPULSORY AND/OR ESSENTIAL QUESTIONS WILL be rejected from the PROCESS.**
  2. Any Applications which are not compliant or not completed fully will be rejected. Based on the information provided by Applicants, each compliant Application will be evaluated based on the following criteria:
     1. Your application in relation to the requirements for this Grant will be evaluated based on the Quality Scoring detailed below.

4.3 Quality Scoring

Applicants’ responses to the quality questions will be evaluated against the specification on a scale of 0 to 3 points, using the scoring system detailed below:

|  |  |
| --- | --- |
| **Score** | **Criteria FOR AWARDING SCORE** |
| 0 | Response does not meet requirements or no response is provided. |
| 1 | Response partially meets the requirements but contains significant weaknesses, issues or omissions. |
| 2 | Response meets the requirements to an acceptable standard but contains some weaknesses, issues or omissions. |
| 3 | Response meets requirements to a high standard. Robust and detailed in all aspects. |

# **SECTION 2: SPECIFICATION:**

Specification for the evaluation of a test and learn project to address inequalities in respiratory outcomes in the Northampton Central Local Area Partnership

## Summary

Chronic Obstructive Pulmonary Disease (COPD) is a common lung disease, which causes restricted airflow and breathing problems. The main symptoms of COPD are:

* Shortness of breath, particularly when you are active
* A persistent chesty cough with phlegm
* Frequent chest infections
* Persistent wheezing.

The breathing problems tend to get gradually worse over time and can limit normal activities, although treatment can help to keep the condition under control.

Public Health West Northamptonshire are delivering a test and learn programme to address inequalities in respiratory outcomes in the Northampton Central (formerly N4) Local Area Partnership (LAP), due to a higher number of patients with COPD accessing emergency care in this area compared to the Northamptonshire average.

Public Health West Northamptonshire have an opportunity for an evaluation partner to work with them to evaluate this place-based programme of work to improve respiratory health and address inequalities in respiratory health outcomes.

The Evaluation Partner will be expected to provide an independent and objective assessment of the programme performance and impact. The grant will be for a 1-year period.

## Project Aim

In 2022/2023, the Northamptonshire Integrated Care Board received NHS England funding to address health inequalities. West Northamptonshire Public Health were allocated £800,000.00 to develop a project within the Local Area Partnerships (LAPs).

The project aim is to develop and deliver a one-year test and learn programme to address inequalities in respiratory outcomes in the Northampton Central LAP. The Northampton Central LAP includes the Abington, Castle, Dallington Spencer and St George wards. See map below. The project includes the following workstreams: engagement and outreach; community prevention; intervention; and evaluation.

The project aims to:

* To reduce inequalities in respiratory outcomes in the Northampton Central LAP.
* To engage with groups vulnerable to health inequalities in the Northampton Central LAP.
* To develop a range of interventions across the community, including prevention of respiratory conditions, early intervention, and improved treatment of COPD.

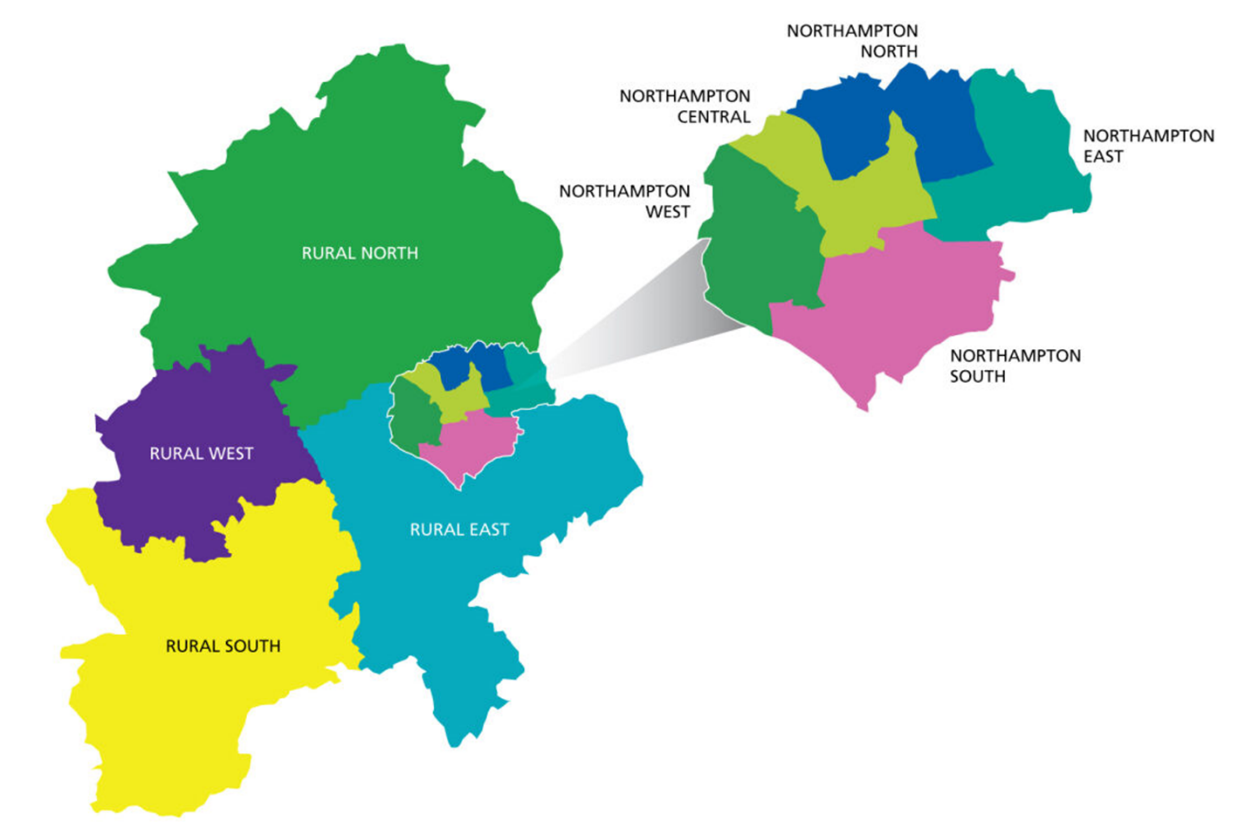
The Northampton Central LAP has a total population of 59,092. It demonstrates the highest proportion of Non-White British residents amongst the West Northamptonshire LAPs, with 13,319 recorded as Other White, 6,459 recorded as Asian/Asian British, and 5,987 recorded as Black/Black British. This LAP has 5.8% of people that do not speak English at all or do not speak it well and 17.7% of no one speaking English as a main language in the household.

This LAP contains the lowest proportion of persons aged 75 years and over amongst the West Northamptonshire LAPs and the highest proportion of residents working in elementary occupations. It has the second highest level of ill health across the West Northamptonshire LAPs, highest proportion of deprived households, and the highest proportion of no qualifications. 50% of households in this LAP are living with 1 deprivation dimension, and 5.2% are living with 3 or more.

This LAP has the highest emergency hospital admissions rates for COPD when compared to the West Northamptonshire average. Respiratory health has been identified as a priority area for the Northampton Central LAP. Respiratory disease covers a wide variety of conditions, including common conditions such as asthma and chronic obstructive pulmonary disease (COPD), lung cancer, infections such as pneumonia and flu, and less common diseases such as interstitial lung disease and mesothelioma.

There are some specific groups in society who have poorer respiratory health generally or at greater risk of specific respiratory conditions. For example, people from ethnic minority groups, people working in routine and manual occupations, people with mental health conditions and people who are homeless. There is a higher rate in males than females.

Public Health West Northamptonshire maintain strategic oversight of the implementation of the Breathlessness Pathway Project plan. Progress and outcomes are reported through the Population Health Board, Respiratory Board and the Northampton Central LAP Group.



## Data Access

This programme is informed by data provided through the Northampton Central LAP, Population Health Board and Respiratory Board. Additionally, the engagement and outreach workstream of the project provides community level data.

The Evaluation Partner will be expected to work closely with the strategic partners mentioned above and with delivery partners to identify the necessary data requirements to enable the evaluation of this project. The delivery partners will include: BAK UP CIC, Community Spaces Northampton, Connected Together CIC, Doddridge Centre Ltd, Living Well OT CIC, General Practice Alliance, Northamptonshire Carers, West Northamptonshire Public Health Wider Determinants and People and Wellbeing Portfolios, Voluntary Impact Northamptonshire, West Northamptonshire Digital, Technology and Innovation Team, Pulmonary Rehab and potentially other partners. This includes working with the above partners to design the methodology for the capture of any data requirements to deliver the evaluation and to liaise with them to ensure the relevant and required information for evaluation is captured.

## Project Outcomes

The expected outcomes of the project are:

Reduction in emergency admissions for COPD for this LAP

Reduction in health inequalities in respiratory conditions

Increase the number of people who are managing their COPD/ asthma well

* Better engagement with local communities to increase understanding of specific community needs in relation to COPD and respiratory health needs, with a particular focus on community groups and low engagement

Improved uptake of preventative services in this LAP

Reduced risk factors of COPD and other long-term health conditions through outreach activities that increase education and awareness

Reduction in use of health and social care services

To use this model as a test and learn to inform future service development and scaling up of health inequalities projects.

## Programme Summary

|  |  |  |
| --- | --- | --- |
| Objective | Details | Deadline |
| Work with Voluntary and Community Sector (VCSE) organisations to gather insights into community experiences of long -term conditions to inform interventions, targeting groups most at risk of inequalities | Offered grants to community organisations to conduct interviews and focus groups with people in the Northampton Central LAP area with experience of respiratory conditions and/or other long-term conditions | October 2023 |
| Awarded funding to BAK UP, Community Spaces, Connected Together, Doddridge Centre, and Living Well OT |
| They targeted communities with an aim to better understand their experiences and identify opportunities for action |
| They received 2 training sessions delivered by University of Bristol to maximise engagement, with multiple resources available and templates for data collection and reporting provided |
| They provided a report of findings in October 2023 |
| Develop a Community Health Champions programme to link into communities | 2-year programme commissioned for West Northamptonshire | January 2026 |
| Community Health Champion (CHC) volunteers will promote healthy lifestyles and share information on health-related matters, such as long-term health conditions, and signpost to services and support |
| A CHC Coordinator role will be recruited to train and support the network of CHC volunteers |
| CHC volunteers will ideally be recruited from West Northamptonshire, representing the diverse communities in the locality |
| Priority area of recruitment is the Northampton Central LAP area |
| Awarded to Voluntary Impact Northamptonshire due to start in January 2024 |
| Develop an outreach offer to bring health improvement and prevention services into the community | The outreach offer will support the prevention of respiratory conditions and other long-term health conditions in the Northampton Central LAP area | September 2024 |
| The Health Protection outreach van will be visiting the LAP area to offer: Stop Smoking Service, health checks, immunisation, screening and other health improvement services |
| Stop Smoking Advisor specifically for this LAP area, who will support clinics, outreach and campaigns (I.e., Stoptober) |
| The team will also attend local venues and events that are reaching target communities |
| The outreach offer will be guided by the engagement work being conducted in the LAP area |
| Recruit Community Link Workers to engage with the local community with over-looked groups who are not currently accessing support to manage their COPD | General Practice Alliance will employ Health and Wellbeing Coaches/Community Link Workers to deliver the following objectives: | November 2024 |
| Pilot in one Northampton Central LAP surgery, reviewing patient lists for risk factors for COPD and proactively contacting them offering 1:1 support and appropriately supporting them through the COPD pathway based on what matters to them |
| Pilot with Becket Ward, Northampton Central LAP discharges to funnel these into either 1:1 support or supporting them through the COPD pathway |
| They will provide support for people to engage with a range of services including Pulmonary Rehab, Activity on Referral, Stop Smoking Service, vaccinations, social prescribing, myCOPD self-management app |
| Improve engagement of the myCOPD app to support self-management for those with COPD |
| Support Breathing Space to extend their model to support identified community groups with their COPD diagnosis | Breathing Space is a community asset model, delivered by Northamptonshire Carers, that actively promotes self-care for those living with respiratory disease, specifically COPD | TBC |
| The proposed future model looks to work in partnership with this area of work to: |
| Work with identified community groups, setting up community asset groups in these areas for a finite period. This will form a targeted space for awareness raising, diagnosis, support and long-term condition management |
| This could include new Breathing Space groups within this community or ensuring easy referrals to existing groups |
| Develop a one-to-one peer support offer alongside groups |
| Aim to increase early diagnosis within identified communities and diversify Breathing Space attendance accordingly |
| Develop a pilot Digital Exclusion Project to improve access and engagement for the myCOPD self-management app | A pilot to address inequalities arising with accessing and effectively using the myCOPD app in the Northampton Central LAP area | November 2024 |
| Working with the West Northamptonshire Council’s Digital, Technology and Innovation Team to tackle digital exclusion, using old mobile phones and/or new mobile phones to distribute to people with a COPD diagnosis in the LAP area |
| Additionally inviting those with a COPD diagnosis to attend regular sessions to support patients to effectively use the myCOPD app |
| Develop a pilot Air Quality Project to increase awareness and reduce poor air quality in and around schools | Deliver a multi-faceted campaign focused on schools and nurseries to increase awareness of the impact of poor air quality and how to contribute to a cleaner environment | December 2024 |
| Use of promotional material outside of schools alongside information shared with children and parents/carers about the harmful effects of idling and encourage anti-idling |
| Promotion of active travel routes to schools and the use of public transport or drop off points at a distance as an alternative |
| Encourage schools to sign up to the Schools Air Quality Monitoring for Health programme to monitor indoor air quality |
| Develop eco-friendly living walls as a positive point of engagement for behaviour change to improve air quality |
| Promote the Clean Air Champions scheme by Asthma + Lung UK for students to become ambassadors for clean air |
| Develop a pilot School Asthma Project to support children and young people with asthma, linking with schools and parents/carers | Promotion of the use of asthma action plans to ensure children and young people with asthma and parents/carers and teachers know how to manage it | December 2024 |
| Develop an Asthma Friendly School Policy in partnership with the 0-19 service, Healthy Schools and other partners |
| Use of material on inhaler techniques for people with asthma |
| Deliver training including management of asthma and allergies and asthma awareness to school workforce |

## Skills and Experience

Applicants are expected to detail relevant knowledge and experience of health and social care and public health, relevant research methodology, experience of impact measurement, and proven ability to evaluate community programmes. Additionally, applications are expected to demonstrate a history of successful working with diverse and over-looked communities.

Applications should include details of the methodology for working with partners involved with the project and with other stakeholders in conducting the evaluation.

## Reporting and Quality Assurance

This is a multi-component programme of work, and the evaluation needs to establish key outcome measures and approaches to demonstrate impact to inform future funding decisions. Applicants are expected to work with stakeholders to create a logic model to inform the evaluation measures.

The report needs to include lessons learned to inform the scaling up of the project across other LAPs in Northamptonshire. Therefore, we will need to conduct both a process and outcome evaluation to understand both the impacts on outcomes for the focus communities and to understand how the programme has delivered impacts.

The Evaluation Partner will be required to produce a final written report addressing the key research questions. This will include:

* Description of the overall Breathlessness Pathway project
* Description of the known inequalities and inequity
* Description of methodology used, partners involved and any limitations
* Data sets and dashboards
* Details and findings from engagement with key partners
* An independent, evidence-based consideration of the Breathlessness Pathway project
* Identification of barriers and enablers which will impact on the collection of data and success of future projects
* Key requirements for scaling up this test and learn project
* Identification of what works well
* Details of sustainability of learning and longevity
* Economic evaluation, including value for money implications.

The final written report is expected to be written with the following audiences in mind:

* Health and social care professionals, GPs, hospital consultants, occupational therapists, public health professionals
* Northamptonshire Integrated Care System and Board partners
* West Northamptonshire Council and Councillors
* Potential future external funders
* External organisations
* Local communities.

The Evaluation partner shall be required to present their report to the appropriate meeting as defined by the Council before the end of the contract.

There will be an expectation to produce outputs tailored to different stakeholders where necessary.

Progress report deadlines will be determined with the Evaluation Partner to demonstrate progress to date at key time points. Quarterly updates will be required and presented to the Population Health Board.

The Evaluation Report will remain intellectual property of the West Northamptonshire Council’s Public Health Team and should not be shared without prior approval.

## Proposal Requirements

Applicants are required to include total costs and breakdown of spending. The proposed budget is £40,000.00 excluding VAT.

The grant term will be for one year maximum.

It is expected that at least 80% of the budget will be on delivery of the requirements with a maximum threshold of 20% on full cost recovery.

Applicants are required to include the following information:

Skills and experience as detailed above

1. For the Project Lead (the most senior member of the project team who is responsible for project delivery)
   1. Major projects undertaken in the last 5 years
   2. Names of two individuals for whom they have done similar projects and who could be approached for a reference.
2. For each member of the project team
   1. Name and position
   2. Experience of related work.

The application is expected to include detailed information on how the contract will be managed by the Evaluation Partner, including information on who will be the contract manager and act as the main contact for West Northamptonshire Public Health.

The application is expected to set out finances and include:

* The number of days allocated to each member of the project team across the key areas of the project (including daily rates)
* Project design and implementation
* Reporting
* Travel
* Management and quality assurance.

The application should also include basic business information:

* Business continuity plan
* Equal opportunities policy.

The application should also include full details of overheads and other related costs for carrying out the work in the fee schedule.

The application should also include a detailed project approach and project plan setting out how you will deliver each of the requirements with information on key milestones. It is required that the Evaluation Partner outline appropriate levels of supervision and control by senior members of the project team in their plans. Key stages of the project will need to be subject to input and approval from the Project Lead. Suggested sections for the project plan:

* Methodology
* Data collection processes
* Governance
* GANTT chart with key milestones
* Report format.

Key project milestones are shown the table below:

|  |  |
| --- | --- |
| **Milestones** | **Deadlines** |
| Advertise Expression of Interest | 26th January 2024 |
| Closure of Expression of Interest | 29th February 2024 |
| Interviews | 13th, 14th, or 15th March 2024 |
| Appointment | 22nd March 2024 |
| Work Begins | 1st April 2024 |
| Interim Report | 1st September 2024 |
| Draft Report | 1st February 2025 |
| Final Report | 31st March 2025 |

The application must be set out in a maximum of 5 pages plus one page for a GANTT chart.

Evaluation Criteria

**Evaluation Method:** Weighted Combination of Quality (70%) and Price (30%).

All responses to the Quality Questions will be assessed against the criteria set out below.

|  |  |
| --- | --- |
| Score | Criteria FOR AWARDING SCORE |
| 0 | Response does not meet requirements or no response is provided. |
| 1 | Response partially meets the requirements but contains significant weaknesses, issues or omissions. |
| 2 | Response meets the requirements to an acceptable standard but contains some weaknesses, issues or omissions. |
| 3 | Response meets requirements to a high standard. Robust and detailed in all aspects. |

# Deadline and Return of Submission

Completed Expressions of Interest should be returned to West Northamptonshire Council’s Public Health Team at [henna.parmar@westnorthants.gov.uk](mailto:henna.parmar@westnorthants.gov.uk) and [chloe.gay@westnorthants.gov.uk](mailto:chloe.gay@westnorthants.gov.uk) by 29th February 2024 at 5pm.

For questions or queries regarding the project, please contact the following contacts Henna Parmar at [henna.parmar@westnorthants.gov.uk](mailto:henna.parmar@westnorthants.gov.uk) and Chloe Gay at [chloe.gay@westnorthants.gov.uk](mailto:chloe.gay@westnorthants.gov.uk).

**Data Management / General Data Protection Regulation (GDPR)**

The Authority takes the processing of data seriously and applies security and privacy policies and procedures to ensure that all personal data within, or passing through the Authority, will be handled in accordance with the provisions of the appropriate UK GDPR, the Data Protection Act 2018, or any other legislation, regulation or other statutory instrument (the Data Protection Legislation).

Any Applicant who wishes to enter into a grant arrangement for the provision of goods, works or services with the Authority in which the processing of personal data is involved, must be able to demonstrate that they are fully compliant with the provisions of the Data Protection Legislation.

Any Applicant required to comply with the provisions of the Data Protection Legislation may incur costs in doing so, especially where new systems or processes are required to be adopted. Applicants are reminded these costs are attributable to conducting business in the EU, and not supplying the UK public sector, and all Applicants are accordingly required to manage their own costs in relation to compliance.

The Authority will not accept any liability clause in any arrangement that seeks to indemnify the Applicant, as data processor, against fines under the provisions of the Data Protection Legislation. The legal penalty regime under the Data Protection Legislation has been extended directly to data processors to ensure better performance and enhanced protection for personal data, and any indemnification of Applicants as data processors for any Data Protection Legislation breaches resulting in fines or court claims undermines these principles.

1. **Appendixes and/or Annexes**

| **No.** | **Document Name** |
| --- | --- |
|  | Appendix 1: Conditions of Contract |

# **SECTION 3: SUPPORTING INFORMATION**

Please complete all parts of Section 3 below.

## **Organisation and Contact Details**

| **General Information** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Question 1:** | | **Scoring Methodology:** | Question Answered? Yes/No | | |
| 1.1. (a) | Full name of the potential Applicant completing Information | | | Click to enter text. |
| 1.1. (b) | Registered office address | | | Click to enter text. |
| 1.1. (c) (i) | Trading Status | | | Choose an item. |
| 1.1. (c) (ii) | \*If you selected ‘**Other\***’, please specify | | | Click to enter text. |
| 1.1. (d) (i) | Company registration number | | | Click to enter text. |
| 1.1. (d) (ii) | Charity registration number | | | Click to enter text. |
| 1.1. (e) | Are you a Small, Medium or Micro Enterprise (SME)? | | | Choose an item. |

**Please Note:** To avoid any unnecessary duplication for the Applicant, by signing the Declaration at Question 2, you are also signing to confirm the following, as included in this Application, and all associated subsections therein contained:

1. Section 5: Freedom of Information; and
2. Section 6: Declaration.

| **Contact Details and Declaration** | | | | |
| --- | --- | --- | --- | --- |
| **Question 2:** | | **Scoring Methodology:** | | Question Answered? Yes/No |
| *Applicant contact details for enquiries about this Application Response* | | | | |
| 2.1. (a) | Contact name | | Click to enter text. | |
| 2.1. (b) | Name of organisation | | Click to enter text. | |
| 2.1. (c) | Role in organisation | | Click to enter text. | |
| 2.1. (d) | Phone number | | Click to enter text. | |
| 2.1. (e) | E-mail address | | Click to enter text. | |
| 2.1. (f) | Postal address  *including postcode* | | Click to enter text. | |
| 2.1. (g) | Signature  *electronic is acceptable* | | Click to enter text. | |
| 2.1. (h) | Date | | Click to enter date. | |

## **Questions**

| **Insurance** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Question 3:** | | **Scoring Methodology:** | Pass/Fail |  | |  |
| *Please confirm that your organisation already has or is prepared to obtain the level of insurance cover prior to award of the contract? The levels of insurance cover are indicated below.* | | | | | | |
| 3.1. | Employer’s (Compulsory) Liability Insurance at no less than £5,000,000  *It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.* | | | | Choose an item. | |
| 3.2. | Public& Products Liability Insurance at no less than £5,000,000 | | | | Choose an item. | |

| **Requirements under Modern Slavery Act 2015** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| **Question 4:** | | **Scoring Methodology:** | Pass/Fail |  | |  | |
| 4.1. (a) | The Authority wants to ensure that within your business and its supply chain, there is no servitude or forced labour, slavery human trafficking, arranging or facilitating the travel of another person with a view that a person is being exploited or conducting any activities that contain violation of human rights.  Please confirm that your supply chain with regards to this quotation response complies with the Modern Slavery Act 2015? | | | | Choose an item. | |

| **UK General Data Protection Regulation (UK GDPR)** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Question 5:** | | **Scoring Methodology:** | Pass/Fail |  | |  |
| 5.1. | The Authority wants to ensure that within your business and/or in its supply chain, the processing of personal data and processes in relation to this contract are compliant with the requirements of the UK General Data Protection Regulations (UK GDPR) and Data Protection Act.  Please confirm, and provide evidence (Policy) that you, and your supply chain with regards to this RFQ response, comply with all applicable data protection legislation including but not limited to the UK General Data Protection Regulations (UK GDPR) and Data Protection Act.  Please confirm and provide evidence that you have in place appropriate technical and organisational measures (as defined in the Data Protection Legislation) to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to personal data  Those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it. (Policy evidence, such as breach management policies, security policies, staff data protection and IT security training policies etc) | | | | Choose an item. | | |

**Proposal Requirements**

Applicants are required to include total costs and breakdown of spending. The proposed budget is £40,000.00 excluding VAT.

The grant term will be for one year maximum.

It is expected that at least 80% of the budget will be on delivery of the requirements with a maximum threshold of 20% on full cost recovery.

Applicants are required to include the following information:

Skills and experience as detailed above

1. For the Project Lead (the most senior member of the project team who is responsible for project delivery)

a. Major projects undertaken in the last 5 years

b. Names of two individuals for whom they have done similar projects and who could be approached for a reference.

2. For each member of the project team

a. Name and position

b. Experience of related work.

The application is expected to include detailed information on how the contract will be managed by the Evaluation Partner, including information on who will be the contract manager and act as the main contact for West Northamptonshire Public Health.

The application is expected to set out finances and include:

- The number of days allocated to each member of the project team across the key areas of the project (including daily rates)

- Project design and implementation

- Reporting

- Travel

- Management and quality assurance.

The application should also include basic business information:

- Business continuity plan

- Equal opportunities policy.

The application should also include full details of overheads and other related costs for carrying out the work in the fee schedule.

The application should also include a detailed project approach and project plan setting out how you will deliver each of the requirements with information on key milestones. It is required that the Evaluation Partner outline appropriate levels of supervision and control by senior members of the project team in their plans. Key stages of the project will need to be subject to input and approval from the Project Lead. Suggested sections for the project plan:

- Methodology

- Data collection processes

- Governance

- GANTT chart with key milestones

- Report format.

# **SECTION 4: PRICING SHEET**

## **Pricing and Costs**

Applicants are required to include total costs and breakdown of spending. The proposed budget is £40,000.00 excluding VAT.

The application should also include full details of overheads and other related costs for carrying out the work in the fee schedule

|  |  |  |
| --- | --- | --- |
|  | **Item of Expenditure** | **Budget (in UK Sterling)** |
| A | Management  (by named individual working on the research) |  |
| B | Staffing  (by named individual working on the research) |  |
| C | Equipment & materials |  |
| D | Travel and subsistence |  |
| E | Consumables costs |  |
| F | Indirect costs |  |
| G | Other costs  (to be identified separately) |  |
|  | Total Cost (A+B+C+D+E+F+G) |  |

# **SECTION 5: FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIRS) - PASS/FAIL**

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
   1. The Applicant acknowledges that the Authority is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIRs).
   2. This means that all information held by the Authority has the potential to be disclosed to a member of the public requesting it. In order to limit disclosure, it is necessary to categorise information as exempt information under Part II of the FOIA.
   3. Typical exemptions that might apply are as follows: -

(1) Information that constitutes a trade secret.

(2) Information the disclosure of which would or would be likely to prejudice the commercial interests of any person, including the Authority.

(3) Commercial information, which can be kept confidential for an agreed period following which, you acknowledge it will be released if a request for it is received under FOIA or EIRs. FOIA defines commercial information as a trade secret, or information, the disclosure of which would prejudice the commercial interests of either party.

* 1. Therefore, in submitting your quotation to the Authority, you are asked to clearly identify which of the information you have provided you desire to be kept confidential as exempt information. Please also specify the period of confidentiality, which you reasonably consider should be applicable to that information. The Authority may or may not be able to comply with this request, as information, in relation to this RQ, may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 and your organisation details will be disclosed and/or published where the expenditure is over £500, as per the Government Transparency agenda.
  2. You should also be aware, that any information you consider to be commercially confidential, may at a later date, cease to constitute exempt information, or it may subsequently prove to be in the public interest to disclose such information. Also, please note that any decision on non-disclosure of information could later be overridden by the Authority’s obligations to disclose under FOIA and EIRs.

|  |
| --- |
| Please list any information you wish to be kept as confidential: |

# 

# **SECTION 6: DECLARATIONS - PASS/FAIL**

1. By signing Section 3, Question 2.1. (g) I hereby declare that:
   1. I am signing on behalf of the Organisation named at Section 3, Question 1.1 (a) and am duly authorised to do so;
   2. to the best of my knowledge, the information provided is complete and accurate;
   3. the price in Section 4 is our best offer;
   4. no collusion with other organisations has taken place in order to fix the price;
   5. that there is no conflict of interest in relation to the Authority’s requirement;
   6. the requirement be subjected to the terms and conditions set out in Grant Conditions identified at Appendix 1;
   7. that no goods, supplies, services and/or works will be delivered or undertaken until the Authority is satisfied that the appropriate levels of insurances are in place;
   8. that no goods, supplies, services and/or works will be delivered or undertaken until both parties have executed the formal grant documentation as identified at Appendix 1 and an instruction to proceed has been given by the Authority in writing; and
   9. I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false and/or misleading information.

# **Appendix 1: Conditions of Contract**

2024

Grant Agreement

between

WEST northamptonshire council

and

Recipient

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THIS AGREEMENT is dated 2024

Parties

1. West Northamptonshire Council of One Angel Square, Angel Street, Northamptonshire NN1 1ED (Council).
2. <insert> (Recipient).

Background

1. The Council has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
2. This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
3. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

# Definitions

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

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

**Commencement Date:** 1 April 2024.

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Governing Body:** the governing body of the Recipient including its directors or trustees.

**Grant:** the sum of up to £40,000 to be paid to the Recipient in accordance with this Agreement.

**Grant Period**: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2025.

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

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

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

**Prohibited Act:**

### offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:

#### doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the; or

#### showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council ;

### entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;

### committing any offence:

#### under the Bribery Act;

#### under legislation creating offences in respect of fraudulent acts; or

#### at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or

### defrauding or attempting to defraud or conspiring to defraud the Council.

**Project:** the project described in Schedule 1.

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

**Subsidy**: a financial benefit which is subject to the Subsidy Control Rules.

**Subsidy Control Rules**: means the Subsidy Control Act 2022.

**UK GDPR:**  has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

# Purpose of Grant

## The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.

## The Recipient shall not make any significant change to the Project without the Council's prior written agreement.

## Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

# Payment of Grant

## Subject to clause 12, the Council shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.

## No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

## The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

## The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

# Use of Grant

## The Grant shall be used by the Recipient for the delivery of the Project.

## Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 2 together with a clear description of what that funding shall be used for.

## The Recipient shall not use the Grant to:

### make any payment to members of its Governing Body;

### purchase buildings or land; or

### pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

## The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

## Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

## Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.

## Subsidy Control

## The Recipient shall assist the Council to ensure that delivery of the Project does not breach the Subsidy Control Rules. The Recipient will maintain appropriate records of compliance and will take all reasonable steps to assist the Council to comply with the same and respond to any proceedings or investigation(s) into the Project by any relevant court or tribunal of relevant jurisdiction or regulatory body.

## The Council reserves the right to vary the requirements relating to Subsidies and the Subsidy Control Rules in line with changes to relevant legislation from time to time.

# Accounts and records

## The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

## The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

## The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

## The Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

## The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

# Monitoring and reporting

## The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

## The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Council may reasonably require. The Recipient shall provide the Council with each report within three months of the last day of the quarter to which it relates.

## Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

## Along with its first quarterly financial report, the Recipient shall provide the Council with a risk register and insurance review in the format provided by the Council. The Recipient shall address the health and safety of its staff in the risk register.

## The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

## The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

## The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

## The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

# Acknowledgment and publicity

## The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.

## The Recipient shall (where appropriate or as requested by the Council) acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

## In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.

## The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.

## The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

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

# Intellectual Property Rights

## The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

## Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

## Authorship of any publications of the conclusions of the Project will be decided in agreement between the Council and the Recipient such consent not to be unreasonably withheld by either party.

# Confidentiality

## Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

## The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

### at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

### is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

### is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

# Freedom of information

## The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

## The Recipient shall:

### provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;

### transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;

### provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and

### not respond directly to a request for information unless authorised in writing to do so by the Council.

## The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

# Data protection

[Organisation] will ensure that they meet their transparency obligations under data protection legislation [UK GDPR Article 13] by ensuring that data subjects are properly informed about the collection and use of their personal information in respect of [this project], including a summary of the processing described in this [Agreement], for example via privacy notices.

# Withholding, suspending and repayment of Grant

## The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

### the Recipient uses the Grant for purposes other than those for which they have been awarded;

### the delivery of the Project does not start within 1 month of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;

### the Council considers that the Recipient has not achieved the deliverables and outcomes as set out in the specification (Schedule 1);

### the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;

### the Recipient obtains duplicate funding from a third party for the Project;

### the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;

### the Recipient provides the Council with any materially misleading or inaccurate information;

### the Recipient commits or committed a Prohibited Act;

### any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;

### the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

### the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

### the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

## The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.

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

## The Recipient acknowledges a finding of non-compliance with Subsidy Control Rules in respect of the Project by an authority, court or tribunal of competent jurisdiction may lead to the Council (or the Recipient as the case may be) being ordered or otherwise required to repay funding received with interest. For the avoidance of doubt, on such finding the Recipient agrees to repay to the Council (or such other party as the Council requires) all or part of the Grant and any interest on the same.

# Anti-discrimination

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

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

# Human rights

## The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

## The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

# Limitation of liability

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

## Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Grant.

# Warranties

The Recipient warrants, undertakes and agrees that:

### it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);

### it has not committed, nor shall it commit, any Prohibited Act;

### it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;

### it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

### it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

### it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

### all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;

### it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

### it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and

### since the date of its last accounts there has been no material change in its financial position or prospects.

# Insurance

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

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

### public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

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

The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

# Duration

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

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

# Termination

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

# Assignment

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

# Waiver

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

# Notices

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

# Dispute resolution

## In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Council from time to time.

## Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and a Director of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.

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

# No partnership or agency

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

# Joint and several liability

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

# Contracts (Rights of Third Parties) Act 1999

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

# Governing law

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

# Entire agreement

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

THIS DOCUMENT is executed as Deed and delivered on the date stated at the beginning of this Deed.

|  |  |
| --- | --- |
|  |  |

SIGNED as a Deed by )

By recipient )

two directors or a director and )

the Company Secretary )

………………………………………..

Director

………………………………………...

Director/Company Secretary

THE COMMON SEAL of )

**WEST NORTHHAMPTONSHIRE COUNCIL** )

Was hereto affixed in the presence of )

………………………………..

Officer appointed for the purpose

1. **The Project Specification**

See application.

**Schedule 2 Payment Schedule**

|  |  |
| --- | --- |
| **Amount of Grant Payable** | **Date of Payment** |
| £20,000 | April 1st 2024 |
| £10,000 | On delivery of Interim report |
| £10,000 | On delivery of final report and no later than 31st Match 2025 |

**Reminder to Applicants** [OPTIONAL]

|  |  |
| --- | --- |
| Reminder to Applicants | |
| Answered all questions | Yes ☐ |
| Signed the Freedom of Information and Declaration | Yes ☐ |
| Enclosed all relevant documents and clearly marked and numbered these? | Yes ☐ |