

Grant Funding Agreement
For the delivery of the
UK Shared Prosperity Fund (UKSPF)
CALL 2

Between
Nottinghamshire County Council
and

[NAME OF SUCCESSFUL BIDDER]



Funded by
UK Government

This deed is dated 2025

PARTIES

(1) **Nottinghamshire County Council, whose principal address is COUNTY HALL, LOUGHBOROUGH ROAD, WEST BRIDGFORD, NG2 7QP**

(2) **[SUCCESSFUL BIDDER DETAILS] (the Recipient).**

Background

- a) The Recipient's project is eligible for grant funding from the UK Shared Prosperity Fund (UKSPF).
- b) Nottinghamshire County Council, on behalf of the East Midlands County Combined Authority, will administer the UKSPF Funding.
- c) This grant agreement sets out the terms and conditions on which the Grant is made to the Recipient.
- d) This agreement is a requirement for Nottinghamshire County Council to pay the Grant under the Grant Agreement that Nottinghamshire County Council [has signed / intends to sign – NOTE, WILL DEPEND ON WHEN NCC SIGNS WITH EMCCA] with the East Midlands County Combined Authority, the relevant terms of which are set out at Schedule 2.
- e) [The Recipient acknowledges that this agreement will not become effective until and unless the Condition is satisfied. – NOTE, WILL DEPEND ON WHEN NCC SIGNS WITH EMCCA]

1.A Definitions

Application	The application submitted by the Recipient to access funding from Nottinghamshire County Council as set out in Schedule 1 Part B, in response to the Council's Invitation to Bid as also set out in Schedule 1 Part A.
Authorised Representative	A representative of Nottinghamshire County Council who shall have day to day management of the Funding Scheme.
Award	The award of the Grant by Nottinghamshire County Council to the Recipient as detailed in this Agreement.
Award Letter	The letter sent to the Recipient confirming the Grant to be awarded by Nottinghamshire County Council.
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 st May 2025
Condition	Effective and implementable decision by EMCCA on allocation of grant to Nottinghamshire County Council.

Data Protection Legislation	Means all applicable data protection 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 all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Equality Act 2010	<p>The Equality Act 2010 legally protects people from discrimination in the workplace and in wider society.</p> <p>It has replaced previous anti-discrimination laws with a single Act, making the law easier to understand and strengthening protection in some situations. It sets out the different ways in which it's unlawful to treat someone.</p>
Excluded Costs	<p>Means costs that cannot be covered through UKSPF funding listed in the UKSPF prospectus:</p> <p>https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus</p>
Funding Scheme	The UK Shared Prosperity Fund scheme being administered by Nottinghamshire County Council and from which the Award is made to the Recipient.
Governing Body	The governing body of the Recipient including its directors or trustees.
Grant	The sum to be paid to the Recipient as detailed in Schedule 3.
Grant Details	Means the details of the Award including the Project, Grant and Grant Period as set out in Schedule 3
Grant Period	The period for which the Grant is awarded starting on the Commencement Date.
HRA	Means the Human Rights Act 1998 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.
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.
Information Acts	Means the Data Protection Legislation, Freedom of Information Act (FOIA) and Environmental Information Regulations (EIRs) as amended from time to time.
Investment Plan	The local investment plan/s for UKSPF Funding assessed and approved by the East Midlands County Combined Authority for the Ministry of Housing, Communities and Local Government (the East Midlands County Combined Authority), for grant funding under the UK Shared Prosperity Fund.
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.

Match Funding	Any required committed contribution from the Recipient to the project, either in-kind or financial as detailed in the Grant Details.
Outcomes	The outcomes expected to be achieved by the Recipient in delivery the Project as further detailed in Schedule 1.
Personal Information	Has the same meaning as defined in the Data Protection Legislation.
The Prevent Duty	The Prevent strategy, published by the Government in 2011, is part of our overall counter-terrorism strategy, CONTEST. The aim of the Prevent strategy is to reduce the threat to the UK from terrorism by stopping people becoming terrorists or supporting terrorism.
Premises	The site(s) which is (are) to be the location of the Project.
Prohibited Act	<p>The Recipient:</p> <ul style="list-style-type: none"> (i) offering, giving or agreeing to give to any servant of Nottinghamshire County Council any gift or consideration of any kind as an inducement or reward for: <ul style="list-style-type: none"> (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Award or any other contract with or the East Midlands County Combined Authority; or (b) showing or not showing favour or disfavour to any person in relation to this Award or any other contract with Nottinghamshire County Council; and (ii) entering into this Award or any other contract with Nottinghamshire County 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 Nottinghamshire County Council; (iii) committing any offence: <ul style="list-style-type: none"> (a) under the Bribery Act; (b) under legislation creating offences in respect of fraudulent acts; or (c) at common law in respect of fraudulent acts in relation to this Award or any other contract with Nottinghamshire County Council ; or (iv) defrauding or attempting to defraud or conspiring to defraud Nottinghamshire County Council.
Project	The project as set out in the Grant Details.
Project Activities	Means the activities to be delivered by the Recipient using the Grant as detailed within Schedule 1 Parts A and B and Schedule 3 of the Grant Funding Agreement (GFA).
Project Planned End Date	31 st March 2026

Recipient

The organisation named in the Grant Details who is to receive the Grant.

1.B. Condition

The Recipient agrees that this agreement will not become effective unless and until Nottinghamshire County Council has informed the Recipient in writing that the Condition has been satisfied.

2. Use of Grant

2.1 The Recipient acknowledges that Nottinghamshire County Council intends to enter into grant funding arrangements with East Midlands Combined County Authority (EMCCA) in respect of the allocation and administration of the Grant, the relevant terms of which are set out in Schedule 2.

2.2 The Recipient undertakes that it shall not do, or allow to be done, by its employees, personnel, contractors or representatives, anything which would put Nottinghamshire County Council in breach of the terms of the grant determination letter and it shall work with Nottinghamshire County Council to assist in its compliance with the terms of it in delivering the Project under these Grant Conditions.

2.3 The Grant shall at all times be used in accordance with these Grant Conditions and the Award.

2.4 For the avoidance of doubt, the Grant shall only be used for permitted UKSPF Outputs and Outcomes. Guidance on UKSPF Outputs and Outcomes is provided in the UK Shared Prosperity Fund Guidance.

Excluded Costs cannot be covered through UKSPF funding.

2.5 The payment of the Grant is conditional upon:

- receipt by the Recipient of any due Match Funding, if applicable, as detailed in the Invitation to Bid and Application included in Schedule 1 Parts A and B.
- Nottinghamshire County Council's satisfaction that:
 - activities have been delivered to support Nottingham City and Nottinghamshire County Council residents, businesses, communities and neighbourhoods in line with those included in the Recipient's UKSPF application
 - arrangements exist for the appropriate handling and protection of UKSPF data by the Recipient; and
 - the Recipient provides equal treatment and access to provision for all and relevant adjustments under the Equality Act 2010:

<https://www.gov.uk/guidance/equality-act-2010-guidance>.

2.6 The Recipient shall not use the Grant or allow any part of the Grant to be involved in unlawful activity or activity which may bring Nottinghamshire County Council into disrepute.

2.7 The Recipient shall not use the Grant or any part of the Grant to promote support for any political party or for the advancement of religion.

2.8 The Recipient shall use the Grant only for the delivery of the Project to produce the UKSPF Outputs and Outcomes.

2.9 The Grant shall not be used for any other purpose without the prior written agreement of

Nottinghamshire County Council.

- 2.10 The Recipient shall not make any significant change to the Project without Nottinghamshire County Council's prior written agreement (not to be unreasonably withheld).
- 2.11 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body, unless they are also employees
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date, unless this has been approved in writing by Nottinghamshire County Council.
- 2.12 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without written permission of Nottinghamshire County Council.
- 2.13 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies paid in advance are returned to Nottinghamshire County Council.
- 2.14 The Recipient agrees to comply with all applicable Laws, statutes and regulations including but not limited to the Information Acts, the HRA and anti-bribery and corruption legislation.
- 2.15 Should additional funding was made available to Nottinghamshire County Council to extend the provision included in Recipients application in Schedule 1, beyond the project's planned end date, Nottinghamshire County Council reserves the right to offer further grant funding to the Recipient to support the continuation of the project. If this offer was accepted by the Recipient, a variation to this grant agreement would be issued.

3. Payment of Grant

- 3.1 Nottinghamshire County Council will pay, subject to evidence that the Grant is being used for the delivery of the Project as required in accordance with Schedule 3. Payment of the grant will be made upon receipt of satisfactory financial and monitoring information as reasonably required by Nottinghamshire County Council in order to comply with the requirements of the agreement with EMCCA included in Schedule 2.
- 3.2 All Grant payments are exclusive of VAT. The Recipient shall be responsible for any VAT liabilities that may arise in connection with any expenditure of the Grant.
- 3.3 The amount of grant shall not be increased in the event that the Recipient finds after signing the agreement that it cannot recover VAT.
- 3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.5 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.6 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of Nottinghamshire County Council.
- 3.7 The Recipient shall promptly repay to Nottinghamshire County 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.

4. Third Party Funding

- 4.1 The Recipient must inform Nottinghamshire County Council if, at any time before the end of the Grant Period, it receives any funding from any other source or person towards the Project, not stated in the Application to be already committed to the Recipient, including the amount of that funding and purposes to which it is to be applied against the Project.
- 4.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify Nottinghamshire County Council in writing and in advance of its intention to do so. Where such funding is obtained, it will provide Nottinghamshire County 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 Nottinghamshire County Council is funding in full under the Award.
- 4.3 Where, before or during the Grant Period, the Recipient receives any funding from any other source or person towards the Project that was not already committed to the Recipient and disclosed in the Application, Nottinghamshire County Council may, where that funding duplicates funding contained in the Grant, require repayment part of the Grant up to the amount of duplicate funding received.

5. Accounts

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it in such format as required by Nottinghamshire County Council.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for seven (7) years after the end of the project or any other date as notified by Nottinghamshire County Council following receipt of any Grant monies to which they relate. Nottinghamshire County Council shall have the right to review, at Nottinghamshire County 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.
- 5.4 The Recipient shall ensure that all its subcontractors retain each record, item of data and document relating to the Project Activities for a period of seven (7) years from the date on which the Funding Period ends.
- 5.5 The Recipient shall provide Nottinghamshire County Council, upon request, with a copy of its annual accounts for the relevant financial year, following completion of these accounts in respect of each financial year in which the Grant is paid.
- 5.6 The Recipient shall comply and facilitate Nottinghamshire County Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Nottinghamshire County Council.
- 5.7 The Recipient shall record in its financial reports the amount of Match Funding it receives including details of how it is used.

6. Monitoring and Reporting

- 6.1 In order for Nottinghamshire County Council to establish that the Grant has been used in accordance with the Award the recipient shall report to Nottinghamshire County Council on its use of the Grant and delivery of the Project. Those reports must contain the information, be in the format and delivered at the frequency and to the timescales, as Nottinghamshire County Council reasonably requests as may be specified in Schedule 3. The Recipient shall also

provide Nottinghamshire County Council with all reasonable assistance and co-project in relation to any ad-hoc information requests made by Nottinghamshire County Council in relation to the Project and where necessary to ensure Nottinghamshire County Council is required to report back to East Midlands County Combined Authority.

- 6.2 Nottinghamshire County Council and the Recipient shall, at Nottinghamshire County Council's request and at the frequency specified by Nottinghamshire County Council, meet to review the progress and delivery of the Project.
- 6.3 Where appropriate the Recipient will consult with Nottinghamshire County Council on matters relating to the Project for advice and guidance.
- 6.4 The Recipient shall permit any person authorised by Nottinghamshire County Council and the East Midlands County Combined Authority such reasonable access with or without notice to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the Grant Conditions and shall, if so required, provide appropriate oral or written explanations from them during the Funding Period. Additional evaluation requirements are detailed within Schedule 3.
- 6.5 The Recipient shall ensure that necessary information and access rights are explicitly included within all arrangements with any subcontractors if the East Midlands County Combined Authority requires further information, explanations and documents. In order for the East Midlands County Combined Authority to establish that the Grant has been used properly in accordance with the Grant Agreement with Nottinghamshire County Council, the Recipient shall within 3 working days of a request from the East Midlands County Combined Authority (either directly or from the Council) provide, free of charge, the requested information.
- 6.6 The Recipient shall permit any person, authorised by Nottinghamshire County Council for the purpose, to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, Nottinghamshire County 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.
- 6.7 The Recipient shall provide Nottinghamshire County Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed. This will be in format as required by Nottinghamshire County Council.
- 6.8 The Recipient shall notify Nottinghamshire County Council as soon as reasonably practicable of any actual or potential failures to comply with its obligations under these Conditions and or any actual or potential variations to the Eligible Expenditure on the Project.
- 6.9 The Recipient acknowledges that the East Midlands County Combined Authority will review the Grant during the delivery of the Project. The Recipient shall assist Nottinghamshire County Council in any request to provide information for the preparation of and compliance with, a Remedial Action plan if required by the East Midlands County Combined Authority.

7. Publicity

- 7.1 The Recipient confirms that it gives consent to the East Midlands County Combined Authority or the Secretary of State to publicise the Grant and details of the Project using information gathered from the application for the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or Nottinghamshire County Council without the prior written consent of Nottinghamshire County Council. This can include publishing or presenting the results of the Project in academic journals, conferences, or other appropriate academic forums. Such consent to not be reasonably withheld. This excludes promotional and marketing materials used for engagement onto the project.
- 7.3 The Recipient shall acknowledge the support of the UKSPF Fund and the Ministry of Housing, Communities, East Midlands County Combined Authority as well as UK government where requested in any materials that refer to the Project and in any written or spoken public

presentations about the Project in accordance with the regulations for such. Such acknowledgements (where appropriate or as requested by Nottinghamshire County Council) shall include Nottinghamshire County Council's name and logo using the templates provided by Nottinghamshire County Council from time to time and that of the East Midlands County Combined Authority. Further guidance is provided on the UKSPF branding and marketing pages of the gov.uk website.

- 7.4 The Recipient shall acknowledge the support of the UK Government 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 East Midlands County Combined Authority or the Secretary of State) will include UK government and Nottinghamshire County Council logos, using the templates provided by the East Midlands County Combined Authority and/ or Nottinghamshire County Council.
- 7.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by Nottinghamshire County Council, including but not limited to testimonials, taking part in case studies and sharing experiences with other Organisations in receipt of Nottinghamshire County Council UKSPF funds at events.
- 7.6 The Recipient shall comply with all reasonable requests from Nottinghamshire County Council or the East Midlands County Combined Authority or the Secretary of State directly, to facilitate visits, provide reports, statistics, photographs and case studies that will assist Nottinghamshire County Council in its promotional activities relating to the Project.
- 7.7 Nottinghamshire County Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice but with agreement as to the nature of such.

8. Withholding, Suspending, Repayment or Termination of Grant

- 8.1 Except where otherwise specified, the terms of the Award and these Grant Conditions shall apply from the Commencement Date until the expiry of the Grant Period.
- 8.2 Any obligations under the Award that remain unfulfilled following the expiry or termination of the Award shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.
- 8.3 Nottinghamshire County Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to Nottinghamshire County Council's other rights and remedies, Nottinghamshire County Council may at its discretion withhold, suspend or terminate payment of the Grant and/or require repayment of all or part of the Grant if:
 - (a) Nottinghamshire County Council does not continue to receive UKSPF funding after the first or subsequent financial years of expected delivery
 - (b) The Recipient uses the Grant for purposes other than those for which it has been awarded;
 - (b) The delivery of the Project does not start within one month of the Commencement Date and the Recipient has failed to provide Nottinghamshire County Council with a reasonable explanation for the delay;
 - (c) The Recipient uses the Grant other than for Eligible Expenditure;
 - (d) Nottinghamshire County Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (e) The East Midlands County Combined Authority exercise clawback provisions within the Agreement under which it transfers the UKSPF monies to Nottinghamshire County Council;

- (f) The Recipient is, in the reasonable opinion of Nottinghamshire County Council delivering the Project in a negligent manner;
 - (g) The Recipient obtains duplicate funding from a third party for the Project;
 - (h) The Recipient obtains funding from a third party which, in the reasonable opinion of Nottinghamshire County Council, undertakes activities that are likely to bring the reputation of the Funding Scheme or Nottinghamshire County Council into disrepute;
 - (i) The Recipient provides Nottinghamshire County Council with any materially misleading or inaccurate information;
 - (j) The Recipient commits or committed a Prohibited Act;
 - (k) Any member of the Governing Body, employee or volunteer of the Recipient has (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (ii) taken any actions which, in the reasonable opinion of Nottinghamshire County Council, bring or are likely to bring Nottinghamshire County Council's name or reputation into disrepute;
 - (l) 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);
 - (m) 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;
 - (n) The Recipient fails to comply with any of the terms and conditions set out in these Grant Conditions and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
 - (o) The Recipient fails to maintain the Project records for seven years after the end of the project or such other date as notified by Nottinghamshire County Council;
 - (p) The Recipient does by action or omission, or causes Nottinghamshire County Council to, breach the terms of the grant determination letter which permits the East Midlands County Combined Authority to exercise its rights to suspend, terminate, reduce or clawback the Grant in full or in part;
 - (q) The Recipient is subject to a reduction in the value of the grant as a result of Stage 2 of the Performance Management Process included in Schedule 3
- 8.4 Wherever under the Award any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to Nottinghamshire County Council in respect of any breach of the Award), Nottinghamshire County Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Award or under any other agreement or contract with Nottinghamshire County Council.
- 8.5 The Recipient shall make any payments due to Nottinghamshire County Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 8.6 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 the Award it will notify Nottinghamshire County Council as soon as possible so that, if possible, and without creating any legal obligation, Nottinghamshire County Council will have an opportunity to consider assistance in resolving the problem or to take action to protect Nottinghamshire County Council and the Funding Scheme.

- 8.7 Nottinghamshire County Council may should it be required to do so for any legitimate reason terminate the Award and any Grant on giving the Recipient 30 day's written notice.

9. Confidentiality

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

10. Freedom of Information

- 10.1. The Recipient acknowledges that Nottinghamshire County Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 10.2 The Recipient shall:
- (a) Provide all necessary assistance and cooperation as reasonably requested by Nottinghamshire County Council to enable Nottinghamshire County Council to comply with its obligations under the FOIA and EIRs;
 - (b) Transfer to Nottinghamshire County Council all requests for information relating to the Award that it receives as soon as practicable and in any event within 2 working days of receipt;
 - (c) Provide Nottinghamshire County Council with a copy of all information belonging to Nottinghamshire County Council requested in the request for information which is in its possession or control in the form that Nottinghamshire County Council requires within 5 working days (or such other period as Nottinghamshire County Council may reasonably specify) of Nottinghamshire County Council's request for such information; and
 - (d) Not respond directly to a request for information unless authorised in writing to do so by Nottinghamshire County Council or unless covered by clause 10.4.
- 10.3 The Recipient acknowledges that Nottinghamshire County Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. Nottinghamshire County 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 these Grant Conditions) Nottinghamshire County 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.

- 10.4 Nottinghamshire County Council acknowledges that the Recipient may also be subject to the requirements of the FOIA and EIRs and may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from Nottinghamshire County Council. The Recipient shall notify Nottinghamshire County Council of a request for information to the extent that it is permissible and reasonably practical for it to do so but the Recipient 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.

11. Data Protection

- 11.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Grant Agreement.

12. Intellectual Property Rights

- 12.1 Nottinghamshire County 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 Nottinghamshire County Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 12.2 Where Nottinghamshire County Council or the East Midlands County Combined Authority 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 the Award cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by Nottinghamshire County Council.

13. Anti-Discrimination

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (in contravention of the Equality Act 2010) in employment
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13 by all servants, employees or agents of the Recipient and all suppliers and subcontractors engaged on the Project.

14. Limitation of Liability

- 14.1 Nottinghamshire County 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.
- 14.2 The Recipient shall indemnify and hold harmless Nottinghamshire County Council and the East Midlands County Combined Authority, its employees, agents, officers or subcontractors with respect to all claims, charges, 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 the Award or its obligations to third parties.
- 14.3 Subject to clause 14.1 Nottinghamshire County Council's liability under this Award is limited to the amount of the Grant outstanding.

15. Warranties

15.1 The Recipient warrants, undertakes and agrees that:

- (a) All consents and approvals have been obtained before carrying out the Project;
- (b) It has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (c) It has not committed, nor shall it commit, any Prohibited Act;
- (d) 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 Nottinghamshire County Council immediately of any significant departure from such legislation, codes or recommendations;
- (e) 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;
- (f) It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (g) It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (h) All financial and other information concerning the Recipient which has been disclosed to Nottinghamshire County Council is to the best of its knowledge and belief, true and accurate;
- (i) 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;
- (j) It is not aware of anything in its own affairs, which it has not disclosed to Nottinghamshire County Council or any of Nottinghamshire County Council's advisers, which might reasonably have influenced the decision of Nottinghamshire County Council to make the Grant on the terms contained in the Award;
- (k) Since the date of its last accounts there has been no material change in its financial position or prospects; and
- (l) It has disclosed any third party funding received in respect of the Project;
- (m) It will cascade this agreement down to any delivery partners.

16. Insurance and Indemnity

- 16.1 The recipient shall release, indemnify and keep indemnified Nottinghamshire County Council, its employees and agents from and against injury to or death of any person or loss or damage to any property which may arise out of the action, default or negligence of the recipient, their subcontractors or agents in the performance of this Agreement, and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 16.2 The recipient shall also release, indemnify and keep indemnified Nottinghamshire County Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever, which may arise out of the action, default or negligence of the recipient, their subcontractors or agents in the performance of this agreement either generally or through use of funding received.

- 16.3 Without prejudice to the liability to indemnify Nottinghamshire County Council under paragraph 16.1 and 16.2 of the agreement, the recipient shall maintain with a reputable insurance company at its own cost effect insurance policies to cover its liabilities under this agreement providing as a minimum the following levels of cover:
- a. public liability insurance with a limit of indemnity of at least £5 million in relation to any one claim or series of claims;
 - b. employer's liability insurance with a limit of indemnity of at least £5 million in relation to any one claim or series of claims;
 - c. professional indemnity insurance with a limit of indemnity of not less than £5 million in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the provision of the Project hold and maintain appropriate cover;
 - d. product liability insurance with a limit of at least £5 million in relation to any one claim or series of claims,
- (the Required Insurances).
- 16.4 The cover shall be in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of this Agreement and delivery of the Project, including death or personal injury, loss of or damage to property or any other loss.
- 16.5 The Recipient shall give to EMCCA, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 16.6 If, for whatever reason, the Recipient fails to give effect to and maintain the Required Insurances, EMCCA may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Recipient.
- 16.7 The terms of any insurance or the amount of cover shall not relieve the Recipient of any liabilities under this Agreement.
- 16.8 The Recipient shall hold and maintain the Required Insurances for a minimum of six years following expiry or earlier termination of this Agreement.
- 17. Notices**
- Any notice to be served on either party must be sent either by pre-paid recorded delivery or registered mail, or delivered by hand, to the address of the other party set out in the Grant Details.
- 18. Third Party Rights**
- The parties do not intend any third party to have the right to enforce any provision of the Award and these Grant Conditions whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 19. Assignment**
- The Recipient may not, without the prior written consent of Nottinghamshire County Council, assign, transfer, subcontract, or in any other way make over to any third party the benefit and/or the burden of the Award or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.
- 20. Waiver**
- No failure or delay by either party to exercise any right or remedy under the Grant Conditions shall be construed as a waiver of any other right or remedy.
- 21. Dispute Resolution**
- 21.1 In the event of any complaint or dispute (which does not relate to Nottinghamshire County Council's right to withhold funds or terminate) arising between Nottinghamshire County Council

and Recipient in relation to the Award the matter should first be referred for resolution to the Authorised Representative or any other individual nominated by Nottinghamshire County Council from time to time.

- 21.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Authorised Representative or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of Nottinghamshire County Council and the Managing Director (or equivalent nominee) 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 Nottinghamshire County Council and the Recipient.
- 21.3 In the absence of agreement under Clause 21.2, 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.

22. Subsidy Control

- 22.1 The Grant may constitute a State Subsidy, being a financial contribution granted by a public authority or through State resources in any form whatsoever which confers a benefit on the recipient, which shall include, but not be limited to, the definition of a subsidy contained in the UK-EU TCA and must be used in accordance with Subsidy Control Rules including the Subsidy Control Act 2022.
- 22.2 The Recipient acknowledges and represents that the Grant is being awarded on the basis that the Project Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.
- 22.3 The Recipient shall maintain appropriate records of compliance with the Subsidy Control Rules and agrees to take all reasonable steps to assist Nottinghamshire County Council and if necessary, the East Midlands County Combined Authority to comply with Subsidy Control Rules requirements and respond to any investigation(s) or claim(s) in relation to Subsidy Control Rules.
- 22.4 The government advice on implementing the Subsidy Control Act 2022 is developing and Nottinghamshire County Council shall update and instruct the Recipient what actions are needed should it change from the current advice. The Recipient information as requested and comply with any instructions from Nottinghamshire County Council to ensure that the Grant remains compliant with Subsidy Control Rules, in order for Nottinghamshire County Council to confirm to the East Midlands Combined County Authority, or other funding bodies, that the Project is structured in such a way to ensure compliance.
- 22.5 The Recipient acknowledges a finding of non-compliance with Subsidy Control Rules in respect of a Project by an authority, court or tribunal of competent jurisdiction may lead to the Recipient being ordered or otherwise required to repay funding received with interest.
- 22.6 The Recipient acknowledges and accepts that the Grant is awarded on the Recipient's assessment of its Project and the Project Activities in compliance with Subsidy Control Rules, and in agreement with Nottinghamshire County Council.

23. Procurement and value for money

- 23.1 The Recipient shall be responsible for ensuring that it adopts policies and procedures that are required in order to ensure that value for money have been obtained in procurement of goods and services funded by the Grant.
- 23.2 Where the Recipient is defined as a Contracting Authority under the Public Contracts Regulations 2015 (PCR), a Recipient shall be required, as necessary, to ensure it complies with

the PCR when procuring goods and services in connection with the Project. Neither Nottinghamshire County Council nor the East Midlands County Combined Authority shall be liable for the Recipient's failure to comply with their obligations under the PCR.

- 23.3 Where the Recipient is not a Contracting Authority within the meaning of the PCR the Recipient must ensure that adopts the following minimum procedures:

Value of contract	Minimum Procedure
£0 - £2,499	Direct award
£2,500 - £24,999	3 written quotes or prices sought from relevant suppliers of goods, works and / or services
£25,000 - £181,302 (services) and £4,551,413 (works)	<p>The advert needs to incorporate or direct any interested party to the following information:</p> <ul style="list-style-type: none"> • Details of the opportunity • What is required from all interested parties • How successful candidate will be chosen • Deadline and details of how to apply <p>Justification will also be required to demonstrate that the contract award is in line with the advert</p>
£25,000 - £181,302 (supplies)	<p>3 written quotes or prices sought from relevant suppliers against a clear specification</p> <p>Justification that a reasonable decision has been made on the basis of the quotes/prices</p>
Over £181,302 (services and supplies) and £4,551,413 (works).	<p>The advert needs to incorporate or direct any interested party to the following information:</p> <ul style="list-style-type: none"> • Details of the opportunity • What is required from all interested parties • How successful candidate will be chosen • Deadline and details of how to apply <p>Impartially assess each bid against the same criteria and demonstrate this through use of a score/evaluation sheet; and</p> <p>Provide evidence to demonstrate that the winning bidder has been selected on merit – as a minimum this should include a rationale behind the decision to award</p>

- 23.4 The Recipient shall provide evidence to Nottinghamshire County Council upon request, that these conditions have been met, so as to ensure that the spend offers value of money.

24. Environmental Requirements

- 24.1 The Recipient shall perform the Project Activities and shall ensure that the Project Delivered shall perform the Project Activities in accordance with the East Midlands County Combined Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 24.2 The Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Project Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

25. No Partnership or Agency

This Award shall not create any partnership or joint venture between Nottinghamshire County 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.

26. 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 the Award on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under the Award

27. Governing Law

The Award and Grant Conditions 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.

On behalf of the Recipient

EXECUTED AS A DEED by [TO BE INSERTED FOR SUCCESSFUL BIDDER]

..... (Signature)

Print name

In the presence of:

Witness Signature

On behalf of Nottinghamshire County Council

The COMMON SEAL of)
THE NOTTINGHAMSHIRE COUNTY)
COUNCIL was hereunto affixed)
In the presence of:)

.....
Authorised Signatory

Print name

Position

Schedule 1
Part A: Invitation to Bid

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Schedule 1

Part B: Application submitted by the Recipient: this is in sections B(i), B(ii), B(iii) and B(iv) below.

Part B (i) Grant Application: Application Form

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Part B (ii) Grant Application: Budget and Finance

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Part B (iii) Grant Application: Output definitions

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Part B (iv) Grant Application: Outcome definitions

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Schedule 2

Relevant Terms of the Grant Agreement between Nottinghamshire County Council and the East Midlands Combined County Authority (EMCCA)

[TO BE INSERTED]

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Schedule 3

[TO BE INSERTED]

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