

SECRETARY OF STATE FOR JUSTICE  
**and**  
NORTH YORKSHIRE COUNTY COUNCIL

**GRANT FUNDING AGREEMENT FOR TURNAROUND PROGRAMME 2022-2025**

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**This Grant Funding Agreement** is made on [insert date of signature]

**Between:**

- (1) SECRETARY OF STATE FOR JUSTICE, whose principal address is at 102 Petty France, London, SW1H 9AJ (the “**Authority**”)
- (2) North Yorkshire County Council whose principal address is at County Hall, Racecourse Ln, Northallerton, DL7 8AD (the “**Grant Recipient**”).

**In relation to:**

**Turnaround Programme**

**BACKGROUND**

- (A) This Grant is for the Turnaround Programme (the “Programme”) which is a voluntary youth early intervention programme led by the Authority. The Programme is a three-year programme which aims to improve outcomes and prevent offending for children who are on the cusp of the youth justice system and who do not meet the threshold for statutory support.
- (B) A vital element of the Programme will be to provide certain data and information, including through quarterly performance data reports, to help ensure that we can monitor its direct impact. Therefore, an independent evaluation will be undertaken to assess what works and determine future policy.
- (C) The Grant is made pursuant to section 39(4) of the Crime and Disorder Act 1998. If the payment of the Grant is subject to the satisfaction of conditions, those conditions precedent and the date for satisfaction are set out in the Grant Funding Letter.
- (D) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (E) The Grant Recipient will use the Grant solely for the Funded Activities.

The conditions collectively (the **Conditions**) are as follows:

**1. INTRODUCTION**

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.3. The Parties confirm that it is their intention to be legally bound by this Grant Funding Agreement.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1. Where they appear in these Conditions:

**Annex** means an annex attached to these Conditions which form part of the Grant Funding Agreement;

**Asset** means an asset that is to be purchased or developed using the Grant including equipment or any other asset which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

**Asset Owning Period** means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts;

**Bribery Act** means 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 this legislation;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/754555/2018-11-06\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf), including any subsequent updates from time to time;

**Commencement Date** means the date on which the Grant Funding Agreement comes into effect, being the **5 December 2022**;

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities; and
- (c) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015;

**Crown Body** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government, and the National Assembly for Wales), including, but not limited to, government ministers and government departments and

particular bodies, persons, commissions, or agencies from time to time carrying out functions on its behalf.

**Data Protection Legislation** means (i) the GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

**Disposal** means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

**Duplicate Funding** means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

**Eligibility Criteria** mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

**Eligible Expenditure** means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5;

**EIR** means the Environmental Information Regulations 2004;

**Evaluation** means the assessment and reporting of the effectiveness of the Funded Activities;

**Evaluation Partner** means the independent organisation commissioned by YEF to conduct the Evaluation;

**Event of Default** means an event or circumstance set out in paragraph 25.1;

**Exit Plan** means the plan prepared and submitted by the Grant Recipient to the Authority to enable the smooth closure of transfer of the Funded Activities to the Authority or successor of the Grant Recipient;

**Financial Year** means from 1 April to 31 March;

**Fixed Assets** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

**FOIA** means the Freedom of Information Act 2000 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;

**Funded Activities** means the activities set out in Annex 2;

**Funding Period** means the period for which the Grant is awarded starting on the Commencement Date and ending on **31 March 2025**;

**GDPR** means the General Data Protection Regulation (EU) 2016/679;

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with this Grant Funding Agreement and subject to the provisions set out at paragraph 25

**Grant Funding Agreement** means these Conditions together with its annexes and schedules including but not limited to the Annex 1 Grant Funding Letter;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient dated 20 October 2022, a copy of which is set out in Annex 1;

**Grant Manager** means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant Funding Agreement;

**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;

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights or IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Instalment Period** means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Law** mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 25;

**Party** means the Authority or Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the Data Protection Legislation;

**Procurement Regulations** means the Public Contracts Regulations 2015 and the Concession Contracts Regulations 2016;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;
- (b) committing any offence:
  - (iii) under the Bribery Act;
  - (iv) under legislation creating offences in respect of fraudulent acts; or
  - (v) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

**Representatives** means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Special Payments** means ex gratia expenditure by the Grant Recipient to a third party where no legal obligation exists for the payment and/or other extra-contractual expenditure;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority;

**Unspent Monies** means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

**VAT** means value added tax chargeable in the UK;

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday;

**YEF** means the Youth Endowment Fund, the organisation which the Authority has partnered with to commission and project manage the Evaluation; and

**YOT** means the Youth Offending Team led by the Grant Recipient;

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";



- (6) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (7) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;
- (8) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. the Conditions set out in this Grant Funding Agreement; and
- 2.3.2. annex 1 – the Authority’s Grant Funding Letter.

## **CONDITIONS**

### **3. DURATION AND PURPOSE OF THE GRANT**

- 3.1. The Grant Recipient will ensure that the Funded Activities start as soon as possible on or after the Commencement Date but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.2. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.3. If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on 14 days’ written notice to the Grant Recipient

### **4. PAYMENT OF GRANT**

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount as indicated in the Grant Letter and in accordance with the payment schedule in Annex 3. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.3. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.

- 4.4. The Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.
- 4.5. The Grant Recipient will provide the Authority with evidence of expected expenditure forecast on Funded Activities which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.6. The Grant Recipient agrees that:
- 4.6.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
- 4.6.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
- 4.6.3. the Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
- (i) the Grant will be used for Eligible Expenditure only; and
  - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, they have been repaid to the Authority
- 4.6.4. its YOT will work closely with YEF as required in Annex 2. This includes providing individual data on all children eligible for the programme, and a commitment to work with the Evaluation Partner to test the feasibility of a randomised controlled trial to assess the impact of the programme and support the implementation of the final impact evaluation design that enables comparison between programme and non-programme recipients.
- 4.7. Unless otherwise stated in these Conditions payment of the Grant will be made as per the payment schedule in Annex 3.
- 4.8. The Authority has no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.9. The Grant Recipient shall promptly notify and repay to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.9, shall fall due immediately. The Grant Recipient will repay the due sum or will be deducted from the next payment. If the Grant Recipient fails to repay the due sum, the sum will be recoverable summarily as a civil debt.
- 4.10. The Grant will be paid into a separate bank account in the name of the Grant 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 Grant Recipient.
- 4.11. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.

- 4.12. Onward payment of the Grant and the use of contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.13. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.14. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment. All payments allocated for will need to be spent within the relevant Financial Year.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1. The Authority will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities.
- 5.2. The items listed in Annex 4 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
  - 5.2.1. fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes.
  - 5.2.2. giving evidence to Parliamentary Select Committees;
  - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.4. responding to public consultations. Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.5. providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.6. providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:
  - 5.3.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
  - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
  - 5.3.3. using the Grant to petition for additional funding;

- 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 5.3.5. input VAT reclaimable by the grant recipient from HMRC; or
- 5.3.6. payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
  - 5.4.1. contributions in kind;
  - 5.4.2. interest payments or service charge payments for finance leases;
  - 5.4.3. gifts;
  - 5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.4.5. payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
  - 5.4.6. bad debts to related parties;
  - 5.4.7. payments for unfair dismissal or other compensation;
  - 5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient; and
  - 5.4.9. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

## **6. ANNUAL GRANT REVIEW**

- 6.1. The Authority will review the Grant at the end of each Financial Year. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 5 by the Grant Recipient in accordance with paragraph 7.2.
- 6.2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
  - 6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
  - 6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;
  - 6.2.3. the outputs should be re-defined and agreed;
  - 6.2.4. the Authority should recover any Unspent Monies;
  - 6.2.5. the Grant be terminated in accordance with paragraph 25.4.
- 6.3. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

## **7. MONITORING AND REPORTING**

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2. The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require,

from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.

- 7.3. The Grant Recipient shall provide the Authority with quarterly reports on the progress made towards achieving the agreed outputs and the defined longer term outcomes set out in Annex 5. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets.
- 7.4. The Grant Recipient shall actively engage with the Authority's Evaluation strategy, the Evaluation Partner and the YEF to provide data which the Authority, acting reasonably, requires in relation to the Evaluation and in accordance with Annex 2. This includes a commitment to work with the Evaluation Partner to test the feasibility of a randomised controlled trial to assess the impact of the programme and support the implementation of the final impact evaluation design that enables comparison between programme and non-programme recipients.
- 7.5. The Grant Recipient shall follow the guidance in the YEF's toolkit (<https://youthendowmentfund.org.uk/toolkit/>) on what approaches are most likely to be effective. The Grant Recipient shall not use interventions which the YEF toolkit classifies as 'harmful'.
- 7.6. For the purposes of the Evaluation, the Grant Recipient shall submit data monitoring and data sharing returns containing individual level data, detailing the individuals participating in the intervention, as well as potential control/comparison group of individuals to the Evaluation Partner.
- 7.7. **For the purposes of the Evaluation, the Grant Recipient shall complete a data sharing agreement with the Evaluation Partner.**
- 7.8. The Grant Recipient will notify the Authority as soon as reasonably practicable of:
  - 7.8.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - 7.8.2. actual or potential variations to the Eligible Forecast Expenditure set out in Annex 4 and/or any event which materially affects the continued accuracy of such information.
- 7.9. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its annual financial report and quarterly report):
  - 7.9.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
  - 7.9.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
  - 7.9.3. that any data it provided pursuant to its application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **8. AUDITING AND ASSURANCE**

- 8.1. **Within 6 months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor. Accompanied by the Grant Recipient's annual audited accounts.**

- 8.2. The Authority may, at any time during and up to 7 years after the end of the Funding Period, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient shall:
  - 8.4.1. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
  - 8.4.2. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

**Retention of documents**

- 8.5. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for 7 years from the date on which the Funding Period ends.
- 8.6. The Grant Recipient shall ensure that all its contractors retain each record, item of data and document relating to the Funded Activities for 7 years from the date on which the Funding Period ends.
- 8.7. The Grant Recipient will promptly provide revised forecasts of income and expenditure:
  - 8.7.1. when these forecasts increase or decrease by more than 10 % of the original expenditure forecasts; and/or
  - 8.7.2. at the request of the Authority.

**9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however

request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.

- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 9.6. For the purposes of paragraph 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

## **10. CONFLICTS OF INTEREST**

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **11. CONFIDENTIALITY**

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
  - 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
  - 11.3.3. where disclosure is required by Law, including under the Information Acts.



11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

## **13. STATUTORY DUTIES**

13.1. The Grant Recipient shall adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.

13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

## **14. DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

14.1. The Grant Recipient shall comply at all times with its obligations under Data Protection Legislation.

### **Public Procurement**

14.2. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.

14.3. The Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.



## **15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 15.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 15.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 15.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

## **16. ENVIRONMENTAL REQUIREMENTS**

- 16.1. The Grant Recipient shall perform the Funded Activities in accordance with the 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.
- 16.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 16.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

## **17. ASSETS**

- 17.1. Assets purchased with the Grant must only be used for delivery of the Funded Activities.
- 17.2. For each entry in the register the following particulars must be shown where appropriate:
  - 17.2.1. date of acquisition or improvement;
  - 17.2.2. description of the Asset;
  - 17.2.3. cost, net of recoverable VAT;
  - 17.2.4. location of the Asset;
  - 17.2.5. serial or identification numbers;

- 17.2.6. location of the title deeds;
- 17.2.7. date of any Disposal;
- 17.2.8. depreciation/amortisation policy applied;
- 17.2.9. proceeds of any Disposal net of VAT; and
- 17.2.10. the identity of any person to whom the Asset has been transferred or sold.

17.3. The Authority reserves the right to require the Grant Recipient to maintain the information set out in paragraph 17.2 for any additional items which the Authority considers material to the overall Grant.

### **Disposal of Asset**

- 17.4. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 17.5. Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.
- 17.6. The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.
- 17.7. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
  - 17.7.1. the sale of the Assets takes place after the end of the Asset Owning Period;
  - 17.7.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
  - 17.7.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.
- 17.8. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

### **Charging of any Asset**

- 17.9. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

## **18. INSURANCE**

- 18.1. The Grant Recipient will during the term of the Funding Period and for 2 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 18.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **19. ASSIGNMENT**

- 19.1. The Grant Recipient will not transfer, assign or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 19.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into an agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

## **20. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

- 20.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 20.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

## **21. LOSSES, GIFTS AND SPECIAL PAYMENTS**

- 21.1. The Grant Recipient must obtain prior written consent from the Authority before:
- 21.1.1. writing off any debts or liabilities;
  - 21.1.2. offering to make any Special Payments; and
  - 21.1.3. giving any gifts,
- in connection with this Grant Funding Agreement.
- 21.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

## **22. BORROWING**

- 22.1. In accordance with paragraphs 17 and 22, the Grant Recipient must obtain prior written consent from the Authority before:
- 22.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; and

22.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

## **23. PUBLICITY**

- 23.1. The Grant Recipient consents to the Authority publicising in the press or any medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.2.
- 23.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 23.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required from time to time.
- 23.4. Any publicity material aimed at professionals in relation to the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 23.5. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 23.6. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.
- 23.7. The Grant Recipient shall not publicise the results of the Evaluation until it has been published by the YEF and the Evaluation Partner.

## **24. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

- 24.1. The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 24.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

## **25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

### **Events of Default**

- 25.1. The Authority may exercise its rights set out in paragraph 25.3 if:
- 25.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
  - 25.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;

- 25.1.3. delivery of the Funded Activities does not start within 3 months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
- 25.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
- 25.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress towards meeting the minimum service delivery conditions of the Funded Activities as set out in Annex 2 of these Conditions this includes providing individual data on all children eligible for the programme, and a commitment to work with the Evaluation Partner to test the feasibility of a randomised controlled trial and to support the implementation of the final impact evaluation design to assess the impact of the programme;
- 25.1.6. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 25.1.7. the Grant Recipient fails to declare Duplicate Funding;
- 25.1.8. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 25.1.9. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 25.1.10. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 25.1.11. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - (iii) transferred or assigned the Grant to any Third Party without the Authority's consent;
  - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 25.1.12. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 30.2.
- 25.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details,

of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

### **Rights reserved for the Authority in relation to an Event of Default**

25.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority may:

25.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine;

25.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient;

25.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or

25.3.4. terminate the Grant Funding Agreement.

### **General Termination rights – Termination for Convenience**

25.4. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 25.3, either Party may terminate the Grant Funding Agreement at any time by giving at least 3 months' written notice to the other Party.

25.5. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.

25.6. If the Authority terminates the Grant Funding Agreement in accordance with paragraph 25.4 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.

25.7. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

## **26. EXIT PLAN**

26.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within 3 months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 7.

## **27. DISPUTE RESOLUTION**

27.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

- 27.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
- 27.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of 3 months, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

## **28. LIMITATION OF LIABILITY**

- 28.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. **The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.**
- 28.2. **Subject to this paragraph 28, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.**

## **29. VAT**

- 29.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 29.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **30. CODE OF CONDUCT FOR GRANT RECIPIENTS**

- 30.1. **The Grant Recipient acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.**
- 30.2. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 30.3. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt.

## **31. NOTICES**

- 31.1. All notices and other communications in relation to this Grant Funding 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 in Annex 6 or

otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6. 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.

**32. GOVERNING LAW**

32.1. These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

**SIGNED by:**



.....  
**Signature**

*Alan Webster*  
*Senior Officer Responsible*

**Deputy Director, Youth Justice Policy Unit**

.....  
**Title**  
**20 October 2022**

**for and on behalf of the**  
**Secretary State of Justice**

.....  
**Date**

**SIGNED by**

.....  
**Signature**

**NAMED INDIVIDUAL**  
**for and on behalf of**  
**APPROPRIATE North**  
**Yorkshire County Council**

.....  
**Title**  
.....  
**Date**



## ANNEX 1 – GRANT FUNDING LETTER

20 October 2022

Dear YOT Manager

### Re: 2022/25 Turnaround Programme Grant Award Notification

We are pleased to inform you that the Authority is offering North Yorkshire YOT a Grant for the total sum of £534,308.07 for the period from December 2022 to March 2025 for the Turnaround Programme. The annual breakdown of the Grant amount is set out below:

Financial year	Grant Value
FY1 2022-2023	Mobilisation Payment: £10,796.00 Delivery Payment: £71,177.90
FY2 2023-2024	Delivery Payment: £226,229.14
FY3 2024-2025	Delivery Payment: £226,105.03
Total	£534,308.07

The first payment will be paid by the 5 December 2022 and will cover Financial Year 1 (December 2022-March 2023). The first payment will include costs for mobilisation, which will need to be spent by the end of this financial year; subsequent payments will be made on a six-monthly basis, contingent on the delivery of the target number of interventions as set out in Annex 2.

You should read all Annexes carefully before accepting the offer of funding. This includes the acceptance of the Conditions and Annexes that form the Grant Funding Agreement. Failure to observe these terms and conditions may result in the funding being withdrawn.

The offer of funding is dependent on receipt of the following:

- Submission of a signed Grant Agreement by a person in the Local Authority who has delegated Authority.
- Submission of all relevant Annexes, including Year 1's Forecast of Funded Activities as detailed in Annex 4, Eligible Expenditure Schedule.

We will require the return of the signed the Grant Agreement and Annexes by 14 November 2022.

Yours Sincerely



Alan Webster  
Deputy Director  
Youth Justice Policy Unit, Ministry of Justice

## ANNEX 2 –THE FUNDED ACTIVITIES

### **Background and Purpose of the Grant**

To deliver the Programme, the Authority will provide grant funding to YOTs across England and Wales over three financial years, funding them to intervene earlier and improve outcomes for children on the cusp of entering the Youth Justice System. This additional funding will enable YOTs to consistently support a cohort of children not currently on their statutory caseload.

### **Aims and objectives of the Funded Activities**

The overall aims of the Programme are to:

- Achieve positive outcomes for children with the aim of preventing them going on to offend;
- Build on work already done to ensure all children on the cusp of the youth justice system are consistently offered a needs assessment and the opportunity for support;
- Improve the socio-emotional, mental health and wellbeing of children; and
- Improve the integration and partnership working between YOT and other statutory services to support children.

### **Funded Activities**

The Programme has been designed to enable YOTs to work flexibly with early help systems and services in their locality. There are however core programme design features, upon which the implementation of localised Programme delivery arrangements must be based.

Local YOT Management Boards and their partners may arrange the delivery of services differently, however the following early help principles should be followed in delivering Funded Activities:

- **One Assessment** – a strength-based assessment that considers the needs of the child and their family.
- **One Plan** – a plan with evidence-based interventions, developed with the views of the child and their parents or care givers.
- **One Lead Practitioner**, within or alongside the YOT, is assigned to support the child and is recognised by the family and other professionals involved with the casework.

**To deliver the Programme the Grant Recipient is required to undertake the following funded activities:**

### **Mobilisation Phase - Year 1 (December 2022 up to end March 2023)**

To enable YOTs to mobilise effectively, the Year 1 grant allocation includes an uplift in grant funding to cover some start-up costs. This funding can be used for the purposes of mobilisation of the Programme and to meet the Forecast Expenditure Activity detailed in Annex 4. Funds allocated for mobilisation should only be spent on these items and should be spent before the end of March 2023.

The Grant Recipient should complete the following activities during mobilisation:

- Establish referral pathways, including any associated promotional and publicity costs;
- Establish data systems to meet requirements for quarterly reporting on the Programme cohort;
- Commence establishing data linking between Asset Plus and early help;

- Recruit, DBS check and train staff to deliver the programme;
- Acquire or amend IT equipment required for programme delivery;
- Identify interventions to deliver the Programme and identify and contact providers to deliver these (as required);
- Establish strategic partnership arrangements within locality; and/or
- Meet the Programme's evaluation requirements

The Grant Recipient should have procedures in place to commence taking referrals from the start of January 2023 at the latest.

## **Delivery**

To deliver the Programme, YOTs should firstly establish a referral pathway to identify and work with a cohort of children in their locality who meet the eligibility criteria as set out in the Programme Guidance.

The following stages should then be completed for all children referred to the programme:

- **Stage 1 – Triage.** All referrals must be screened by the YOT before a child can progress onto the programme.
- **Stage 2 – Early Help Assessment.** Complete an in-depth holistic assessment of a child's needs using the local early help system.
- **Stage 3 – Interventions.** The programme allows flexibility for the YOT to determine which evidence-based interventions will build upon local service delivery and achieve the best outcomes for children. The YOT should follow the Programme Guidance in determining which interventions to offer. To note, funding can be used to meet wider family and underlying needs; policy and processes should be followed as detailed in the programme guidance.

Once a child has received a funded intervention through the Programme, they are not eligible for support funded through the Programme again. Interventions need to be prompt and start within a three-month period of eligibility.

## **Service Delivery conditions**

The Recipient shall:

- **During Turnaround mobilisation**
  - Complete the activities required for the mobilisation phase as soon as possible and by the end of March 2023 at the latest
  - Include a breakdown of mobilisation costs in Annex 4
- **During Turnaround delivery**
  - Commence interventions for 25 children in the 2022/23 Financial Year
  - Deliver interventions for 77 children in the 2023/24 Financial Year
  - Deliver interventions for 75 children in the 2024/25 Financial Year
  - Work closely with the Evaluation Partner as laid out in Annex 2

### **Data and information reporting requirement conditions**

The YOT will submit quarterly reports detailing a number of key metrics. A quarterly reporting template and guidance will be provided to YOTs to aid completion.

### **Financial Reporting**

The Authority will request the YOT to provide quarterly financial reporting information and an annual financial reconciliation report at the end of each financial year, in a format we will provide.

### **Evaluation Requirement**

Evaluation is a critical part of the programme. It ensures that the Authority understands the effectiveness of the Programme, and that decision-makers have reliable and credible evidence about the programme's effectiveness when decisions about future funding are made. The Grant Recipient is expected to engage and support the Evaluation as outlined below:

- To engage closely with the Evaluation Partner and YEF and work with them to ensure that the Programme is evaluated.
- To share views and opinions with the Evaluation Partner and YEF on how the Programme is working.
- To participate in learning and improvement activities linked to the Evaluation.
- To engage with the Evaluation Partner to test the feasibility of a randomised controlled trial and to support the implementation of the final impact evaluation design that enables comparison between programme and non-programme recipients. The Evaluation Partner will work with the Grant Recipient to develop a system that will allocate some children to 'treatment' and some to a 'control group'.

### ANNEX 3 – PAYMENT SCHEDULE

**The Grant is made to the Grant Recipient in 6-month instalments over three years.**  
 Subject to the Grant Recipient’s compliance with the terms of this Grant Funding Agreement, the Authority will make Grant payments in accordance with the following payment schedule:

<b>INSTALMENT/ INSTALMENT PERIOD</b>	<b>GRANT SUM PAYABLE</b>	<b>PAYMENT DATE (month and year)</b>
<b>Year 1 2022-2023</b>		
1st – Mobilisation	£10,796.00	December 2022
1st – Delivery	£71,177.90	
Total for Year 1	£81,973.90	
<b>Year 2 2023-2024</b>		
1st	£113,114.57	April 2023
2nd	£113,114.57	September 2023
Total for Year 2	£226,229.14	
<b>Year 3 2024-2025</b>		
1st	£113,052.52	April 2024
2nd	£113,052.52	September 2024
Total for Year 3	£226,105.03	
<b>Total for Grant</b>	<b>£534,308.07</b>	

## ANNEX 4 – ELIGIBLE EXPENDITURE SCHEDULE

Include forecast of eligible expenditure for Year 1 of funding, between 5 December 2022 – 31 March 2023. A template will be provided for you to submit an updated eligible expenditure schedule at the beginning of each Financial Year.

Delivery costs are an average c.£2,900 per child. Please be mindful of this when forecasting delivery costs - this includes all costs associated with delivery including staffing and interventions.

The actual cost per child is £2,875.97 in Year 1, £2,934.21 in Year 2 and £2,995.47 in Year 3, which includes annual inflationary uplift.

### **2022-23**

Forecast Expenditure Activity	Budget (in UK Sterling) forecast expenditure
<b>Mobilisation Phase</b>	
Staffing, including training, recruitment, and DBS	
ICT Costs	
Promotion and Publicity costs e.g. room hire	
Establishing and linking data systems	
Other(specify)	
<b>Delivery Phase</b>	

## ANNEX 5 – AGREED OUTPUTS AND LONG-TERM OUTCOMES

The Programme contributes to improving outcomes for children at risk of entering the youth justice system. The Grant will enable the YOT to consistently support a cohort of children not currently on their statutory caseload.

Early intervention is a UK Government priority for crime reduction. The Beating Crime Plan<sup>1</sup> 2021 highlights the importance of early intervention in providing universal support for all children, targeted support for those identified as at risk of involvement in criminality, and targeted interventions for those who have started offending.

### Outputs

The Grant supports the front-line delivery of essential youth justice services for children. The effectiveness of YOTs has been a critical enabler to the significant reductions in the use of custody and the commensurate financial savings that have been achieved across the whole system.

The Grant Recipient is to deliver the outputs set out in **Annex 2**.

### Outcomes

While delivery performance will be monitored throughout, there are longer-term and broader societal impacts that justify thorough examination and an independent evaluation. The Authority will appoint an independent Evaluation Partner for the Programme, to gather information on the process and impact it is having for the duration of the Funding Period. To support this, the Authority will gather information to enable the Evaluation Partner to assess the Programme’s effectiveness, contributing to the evidence base on early intervention in the youth justice system.

**The Grant Recipient shall aim to achieve the following targets:**

### Agreed Outputs

1. Reduce the number of children entering the youth justice system.
2. Reduce the number of children on the cusp of the youth justice system going on to offend.
3. Improve the safety and wellbeing of children in the programme.
4. Improve outcomes for children in the programme.

Outputs measured	Measure	Frequency
<b>Year 1</b>		
N/A	N/A	N/A
<b>Year 2</b>		

<sup>1</sup> <https://www.gov.uk/government/publications/beating-crime-plan/beating-crime-plan>

Maintaining a positive outcome 3 months post intervention	No further offending	Quarterly
Maintaining a positive outcome 6 months post intervention	No further offending	Quarterly
Maintaining a positive outcome 9 months post intervention	No further offending	Quarterly
Maintaining a positive outcome 12 months post intervention	No further offending	Quarterly
<b>Year 3</b>		
Maintaining a positive outcome 3 months post intervention	No further offending	Quarterly
Maintaining a positive outcome 6 months post intervention	No further offending	Quarterly
Maintaining a positive outcome 9 months post intervention	No further offending	Quarterly
Maintaining a positive outcome 12 months post intervention	No further offending	Quarterly



## ANNEX 6 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	Krystal Lee
Position in organisation	Grant Manager
Email address	krystal.lee@justice.gov.uk
Telephone number	+447927590513
Postal address	Ministry of Justice HQ 102 Petty France SW1H 9AJ

This information is correct at the date of the Grant Funding Agreement. The Authority will send a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Local Authority	
Name of contact	
Position in organisation	
Email address	
Telephone number	
Fax number	
Postal address	

Please inform the Authority if the Grant Recipient's main contact changes.

## **ANNEX 7 - EXIT**

### **General**

1. The Grant Recipient will prepare an Exit Plan within 3 months of the Commencement Date which prepares for the smooth closure of the Funded Activities.
2. Where the Authority intends to continue the operation of the Funded Activities in broadly the same way after expiry or termination of the Grant Funding Agreement, either by performing them itself or by means of a successor, the Grant Recipient shall endeavour to ensure the smooth and orderly transition of the Funded Activities and shall co-operate with the Authority or the successor, as the case may be, in order to achieve such transition.
3. When such endeavours and co-operation are outside the scope of the Grant Agreement, the Grant Recipient shall provide quotations for reasonable charges associated with providing such assistance and the Authority shall pay such reasonable charges.
4. The Grant Recipient will comply with any reasonable request of the Authority for information relating to the performance of the Funded Activities.

### **Exit Planning**

5. The Grant Recipient will, in conjunction with the Authority, maintain, and as necessary update, the Exit Plan throughout the Funding Period so that it can be implemented immediately, if required. From time-to-time either the Authority or the Grant Recipient may instigate a review of the Exit Plan.
6. The Grant Recipient will co-operate with all reasonable requests made by either the Authority or a successor body relating to exit transition arrangements for the Funded Activities.

### **Assistance**

7. The Grant Recipient will use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the Funded Activities to the successor body or the Authority, as the case may be, minimises any detrimental effect on the delivery of the Funded Activities and the Authority will use all reasonable endeavours to co-operate in such transfer.

### **Assets Register**

8. The Grant Recipient shall maintain an asset register in accordance with the Terms and Conditions of the Grant Funding Agreement.
9. The Grant Recipient shall not change the status of any asset without the prior written consent of the Authority where such a change would either be viewed as a major change or would require repayment in accordance with the Grant Funding Agreement.

### **Documentation and Access**

10. The Grant Recipient shall provide the Authority on request with information and documentation reasonably necessary to assist with the transfer of the Funded

Activities to the Authority or to a successor body, including any documentation required to support any bidding process for the provision of the Funded Activities. This includes full details of:

- a) the objectives/targets and other services delivered by the Grant Recipient under this Grant Funding Agreement;
  - b) any software, including Third Party software and any hardware used in connection with the delivery of the Funded Activities;
  - c) software and supply agreements used to deliver any services associated with delivery of the Funded Activities, including the agreements relating to any Third Party software identified by name of supplier, term of contract and charges payable under the Grant; and
  - d) any employees used by the Grant Recipient to help deliver the Funded Activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to the Grant Recipient.
11. The Authority may make the documentation available to suppliers who wish to bid for the provision of the activities. The Grant Recipient shall respond expeditiously and in full to any reasonable questions by the Authority or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

#### **Transfer Support Activities**

12. The Grant Recipient shall co-operate with all reasonable requests made by either the Authority or a successor relating to the Funded Activities transition arrangements. The Authority and the Grant Recipient shall discuss the implementation plan for the transition of the activities to either the Authority or a successor body.