

YOUTH JUSTICE BOARD FOR ENGLAND AND WALES

and

LOCAL AUTHORITY WITH RESPONSIBILITY FOR THE YOUTH JUSTICE SERVICE

2023-24 Youth Justice GRANT FUNDING AGREEMENT

1. INTRODUCTION.....	3
2. DEFINITIONS AND INTERPRETATION.....	3
CONDITIONS	8
3. DURATION AND PURPOSE OF THE GRANT.....	8
4. PAYMENT OF GRANT.....	8
5. ELIGIBLE AND INELIGIBLE EXPENDITURE	10
6. ANNUAL GRANT REVIEW	11
7. MONITORING AND REPORTING	12
8. AUDITING AND ASSURANCE	13
9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY.....	14
10. CONFLICTS OF INTEREST.....	14
11. CONFIDENTIALITY	14
12. TRANSPARENCY.....	15
13. STATUTORY DUTIES.....	15
14. DATA PROTECTION AND PUBLIC PROCUREMENT	15
15. NOT USED	16
16. INTELLECTUAL PROPERTY RIGHTS	16
17. ENVIRONMENTAL REQUIREMENTS	17
18. ASSETS.....	17
19. INSURANCE	18
20. ASSIGNMENT	19
21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY	19
22. LOSSES, GIFTS AND SPECIAL PAYMENTS.....	19
23. BORROWING	19
24. PUBLICITY	19
25. CHANGES TO THE AUTHORITY’S REQUIREMENTS	20
26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION.....	20
27. EXIT PLAN	24
28. DISPUTE RESOLUTION	24
29. LIMITATION OF LIABILITY	24
30. VAT.....	24

31.	CODE OF CONDUCT FOR GRANT RECIPIENTS.....	25
32.	NOTICES.....	25
33.	GOVERNING LAW	26
	ANNEX 1 – GRANT FUNDING LETTER	27
	ANNEX 2 –THE FUNDED ACTIVITIES.....	30
	ANNEX 3 – PAYMENT SCHEDULE	32
	ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS	33
	ANNEX 5 – ELIGIBLE EXPENDITURE	34
	ANNEX 6 – AGREED MILESTONES, PERFORMANCE MEASURES & OUTCOMES.....	35

This Agreement is made on

Between:

- (1) Youth Justice Board for England and Wales whose principal address is at Clive House, 5th floor, 70 Petty France, London SW1H 9EX (the “**Authority**”); and
- (2) The Local Authority with responsibility for the Youth Justice Service (the “**Grant Recipient**”).

In relation to:

Project Name: Youth Justice Grant

BACKGROUND

The Grant is provided by the Authority under its power in section 41 of the Crime and Disorder Act 1998, as amended: “with the approval of the Secretary of State, to make grants to local authorities and other persons for the purposes of the operation of the youth justice system and the provision of youth justice services subject to such conditions as the Authority considers appropriate, including conditions as to repayment”. The Secretary of State for Justice has approved this Grant. The Grant may be used by the Grant Recipient only for the purposes set out in section 41 of the Crime and Disorder Act 1998 generally and for the activities described in the Agreement in particular.

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

1. INTRODUCTION

- 1.1. The 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 the Agreement.
- 1.3. The Parties confirm that it is their intention to be legally bound by the Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

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

Annex means an annex attached to these Conditions which form part of the 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;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Agreement by the Authority to the Grant Recipient;

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, including any subsequent updates from time to time;

Commencement Date means the date on which the Agreement comes into effect, being the 01/04/2023;

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 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;
- (c) the Authority Personal Data;
- (d) 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 Procurement Regulations;

Controller and Processor take the meaning given in the GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent of the voting capital stock of a Party in one or more related transaction;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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;

Domestic Law means an applicable law, statute, bye-law, 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 which replaces EU law as a consequence of the UK leaving the European Union;

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;

Event of Default means an event or circumstance set out in paragraph 26.1;

Financial Year means from 1 April to 31 March;

Fixed Asset 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 31/03/2024;

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 paragraph 4 and subject to the provisions set out at paragraph 26;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 20/07/2023, 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;

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;

IPR 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;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

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 as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015;

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 Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the 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 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;

Remedial Action Plan means the plan submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the process set out in paragraphs 26.4 to 26.10;

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 obligations exist 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;

YJS means the Grant Recipient's youth justice service.

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 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 the Agreement the conflict shall be resolved in accordance with the following order of precedence:
- 2.3.1. the Conditions set out within the Agreement; and
 - 2.3.2. Schedule 1 – The Authority’s Grant Funding Letter.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on [01/04/2023] (the **Commencement Date**) and ends on [31/03/2024] unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on [01/04/2023] but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. 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.
- 3.4. 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 Recipient’s compliance with its obligations in the Agreement, the Authority shall pay the Grant to the Recipient as indicated in the award letter and in accordance with Annex 3. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3. 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.
- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the 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.

- 4.5. 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.
- 4.6. The Grant Recipient will provide the Authority with evidence (upon request) of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Agreement in accordance with paragraph 26.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
 - 4.9.1. 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;
 - 4.9.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
 - 4.9.3. 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, have been repaid to the Authority.
- 4.10. The Grant Recipient shall submit a copy of Annex 5 (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.12. The Authority reserves the right not to pay any Grant Claims, which are not submitted in accordance with the Agreement or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.13. The Grant Recipient shall promptly notify and repay immediately 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 Agreement. Any sum, which falls due under this paragraph 4.13, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.

- 4.14. The Grant will be paid into bank account in the name of the Grant Recipient which must be an ordinary business bank account.
- 4.15. 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.
- 4.16. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Agreement, including any obligation to repay the Grant.
- 4.17. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.18. 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.

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 (as set out in Annex 2 of these Conditions).
- 5.2. The items listed in Annex 5 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, where the topic is relevant to the objectives of the Funded Activities. 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 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;

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;

5.4.9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is stated explicitly to be for capital use in the Grant Funding Letter); and

5.4.10. liabilities incurred before the commencement of the Agreement unless agreed in writing by the Authority.

6. ANNUAL GRANT REVIEW

6.1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 6 of these Conditions by the Grant Recipient in accordance with paragraph 7.1.2 of these Conditions.

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 Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;

6.2.5. the Authority should recover any Unspent Monies;

6.2.6. the Grant be terminated in accordance with paragraph 26.11 of these Conditions.

- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraph 26.4 to 26.10 shall apply.
- 6.4. 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.
- 6.5. The 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:
 - 7.1.1. 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.
 - 7.1.2. 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
 - 7.1.3. provide the Authority with, on request, a report on:
 - 7.1.3.1. the progress made towards achieving the agreed Outputs and the defined longer-term Outcomes set out in Annex 6 of these Conditions. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 7.1.3.2. if relevant, provide details of any Assets either acquired or improved using the Grant.
 - 7.1.4. allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period;
 - 7.1.5. record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, and
 - 7.1.6. notify the Authority as soon as reasonably practicable of:
 - 7.1.6.1. 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
 - 7.1.6.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.

- 7.2. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its annual report:
- 7.2.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.2.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.2.3. that any data it provided pursuant to an 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 the Financial Year the Grant Recipient will provide (upon request) 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 [2 years] 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 sub-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 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 2 years from the end of the Funding Period.
- 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 2 years from the end of the Funding Period.
- 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 20% 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.
- 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 HMRC.
- 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 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 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 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 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;

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; or

11.3.3. where disclosure is required by Law.

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 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 IPR.

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 Agreement is not confidential.

13. STATUTORY DUTIES

13.1. The Grant Recipient shall comply with 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 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 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 will comply at all times with its obligations under Data Protection Legislation.
- 14.2. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of the Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.3. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation.
- 14.4. The Grant Recipient shall ensure that its systems processing children's data and connecting to the Youth Justice Application Framework will meet the Government Minimum Cyber Security Standard¹.

Public Procurement

- 14.5. 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.
- 14.6. Where the Grant Recipient is a Contracting Authority the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

15. NOT USED

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. 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.
- 16.2. 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.

¹ <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. 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.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.

18. ASSETS

Inventory of the Assets

- 18.1. The Grant Recipient must keep a register of all Fixed Assets acquired or improved. at a cost exceeding £10,000, wholly or partly using the Grant provided under the Agreement. Where the cost of purchasing or improving the Fixed Assets is less than £10,000 authorisation is not required, but the Asset should be recorded on the fixed asset register.
- 18.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
 - 18.3.1. date of acquisition or improvement;
 - 18.3.2. description of the Asset;
 - 18.3.3. cost, net of recoverable VAT;
 - 18.3.4. location of the Asset;
 - 18.3.5. serial or identification numbers;
 - 18.3.6. location of the title deeds;
 - 18.3.7. date of any Disposal;
 - 18.3.8. depreciation/amortisation policy applied;

18.3.9. proceeds of any Disposal net of VAT; and

18.3.10. the identity of any person to whom the Asset has been transferred or sold.

18.4. The Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in paragraphs 18.3.1-18.3.10 for any additional items which the Authority considers material to the Grant.

Disposal of Asset

18.5. 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 Owing Period.

18.6. 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.

18.7. 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.

18.8. 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:

18.8.1. the sale of the Assets takes place after the end of the Asset Owing Period;

18.8.2. 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

18.8.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

18.9. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

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

19. INSURANCE

19.1. The Grant Recipient will during the term of the Funding Period and for one year 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.

- 19.2. 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.

20. ASSIGNMENT

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 20.2. 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.

21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 21.1. 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.
- 21.2. 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.

22. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 22.1. The Grant Recipient must obtain prior written consent from the Authority before:
- 22.1.1. writing off any debts or liabilities;
 - 22.1.2. offering to make any Special Payments; and
 - 22.1.3. giving any gifts
- in connection with the Agreement.
- 22.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

23. BORROWING

- 23.1. In accordance with paragraph 18.10 and this paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:
- 23.1.1. borrowing or lending money from any source in connection with the Agreement; and
 - 23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities.

24. PUBLICITY

- 24.1. The Grant Recipient gives consents to the Authority to publicise in the press or any other 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 7.1.2.

- 24.2. 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.
- 24.3. 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.
- 24.4. Any publicity material for 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.
- 24.5. 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.
- 24.6. 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.

25. CHANGES TO THE AUTHORITY'S REQUIREMENTS

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

26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
 - 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 26.1.2. the Grant Recipient fails to comply with its obligations under the Agreement in a way which is material in the opinion of the Authority;
 - 26.1.3. where delivery of the Funded Activities do 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;
 - 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the outputs set out in Annex 6;

- 26.1.6. the Grant Recipient fails to:
- (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 26.1.7. 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);
- 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
- 26.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 26.1.10. 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;
- 26.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its 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;
- 26.1.12. 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 it becomes aware of it;
- 26.1.13. 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 Agreement and to the detriment of the Authority;
 - (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, assigns or novates the Grant to any Third Party without the Authority's consent; or
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.14. the Grant 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);
- 26.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, 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;
- 26.1.16. 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 31.1.2;

26.1.17. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

26.1.18. will be materially detrimental to the Funded Activities;

26.1.19. the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;

26.1.20. the Authority believes that the Change of Control would raise national security concerns; and/or

26.1.21. the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2. 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

26.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

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

26.3.2. 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;

26.3.3. 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;

26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.4 to 26.10; and/or

26.3.5. terminate the Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

26.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

26.5. The draft Remedial Action Plan shall set out:

26.5.1. full details of the Event of Default; and

26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.7. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 26.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Agreement.
- 26.10. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.3.3 or 26.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 26.11. Notwithstanding the Authority's right to terminate the Agreement pursuant to paragraph 26.3.4, either Party may terminate the Agreement at any time by giving at least 3 months' written notice to the other Party.
- 26.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the 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.
- 26.13. If the Authority terminates the Agreement in accordance with paragraph 26.11 the Authority may 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 it has taken adequate steps to mitigate its costs. The amount if any of reasonable costs payable will be determined solely by the Authority.
- 26.14. 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.

Change of Control

- 26.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.17. Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.15 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 26.18. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.1 providing the Grant Recipient with notification of its proposed action in writing within one month of:

- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

26.19. The Authority is not entitled to terminate where an approval was granted prior to the Change of Control.

27. EXIT PLAN

27.1. 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 Agreement and shall comply with the exit provisions set out in the Agreement.

28. DISPUTE RESOLUTION

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

28.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Agreement) shall be referred in the first instance to the Parties Representatives.

28.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of three months, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

29. LIMITATION OF LIABILITY

29.1. 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 Agreement or its obligations to Third Parties.

29.2. Subject to this paragraph 29, the Authority's liability under the Agreement is limited to the amount of Grant outstanding.

29.3. Where the Recipient has employees to support the Funded Activities it should manage them efficiently to minimise its redundancy liabilities.

29.4. The Recipient shall not use the Grant to pay redundancy costs:

- (i) in excess of its statutory redundancy liabilities; or
- (ii) for any period of employment prior to an employee's involvement in the Funded Activities.

30. VAT

- 30.1. If VAT is held to be chargeable in respect of the 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.
- 30.2. 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.

31. CODE OF CONDUCT FOR GRANT RECIPIENTS

31.1. The Grant Recipient:

- 31.1.1. 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;
- 31.1.2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 31.1.3. 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/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.16.

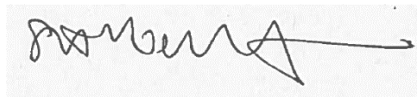
32. NOTICES

- 32.1. All notices and other communications in relation to the 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. 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.

33. GOVERNING LAW

33.1. The Agreement is governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

SIGNED by:



.....
Steph Roberts-Bibby
Interim Chief Executive
for and on behalf of the
Youth Justice Board for England and Wales
Date: 20/07/2023


RECIPIENT

We agree to the Youth Justice Board's Terms and Conditions for the period 1st April 2023 to 31st March 2024 for the grant to be made to the local authority.

Please insert in the box below the name of the Local Authority with responsibilities for the Youth Justice Service (YJS) ² :

City of York Council

Youth Justice Service Manager

E-signature or signature: 
Print Name: Sara Orton
For and on behalf of: York Youth Justice Service
Email: sara.orton@york.gov.uk
Date: 18/08/2023

Local Authority Chief Financial Officer (S151)

E-signature or signature:
Print Name:
For and on behalf of:
Email:
Date:

- Save this file using your **YJS name** as the file name.
- To be emailed before **4 August 2023** to YJBGrants@yjb.gov.uk
- Please ensure **all signatories are copied in the email** before submitting to YJB.

² The statutory definition of a local youth justice service is contained in the Crime and Disorder Act 1998. In statute these are known as youth offending teams (YOTs). However, as services have evolved, they have become known by different names. We use the term youth justice services (YJSs) to acknowledge the evolution of services in all their guises and to move away from the stigmatising language of 'offending'.



ANNEX 1 – GRANT FUNDING LETTER

Youth Justice Board for England and Wales
Clive House, 70 Petty France, London SW1H 9EX
enquiries@yjb.gov.uk
www.justice.gov.uk/youth-justice

Chair of the YJ Management Board
Head of Youth Justice Service

Youth Justice Service: **XXX**
Local Authority: **XXX**

Letter sent via email

Date: 20 July 2023

Dear Colleague,

Re: 2023/24 Youth Justice Grant Award Letter

I would like to apologise for the lengthy delay in being able to advise you of your youth justice grant for the year 2023/24. I have now received my delegated budget from the Ministry of Justice. The YJB was delegated £92.5m for grants in 2023/2024, this is an increase of 4.5% from 2022/23.

We appreciate that you face significant inflationary pressures, as well as (in many parts of the country) an increase in both the volume and complexity of the children with whom you work. In determining its budget allocation to us, the Ministry of Justice had to take account of wider financial pressures facing the department and government. This increase in funding is an uplift on last year's funding which was, in turn, the largest for many years and is an acknowledgment of the challenging context in which you are delivering critical youth justice services.

Your youth justice grant allocation for 2023/24 is £XXXXX

As a statutory duty, local authorities are required to submit an annual youth justice plan relating to their provision of youth justice services. This duty is also outlined as a requirement of the terms and conditions of grant. In order to facilitate our oversight and analysis of the plans, we requested services to complete their plans using the structure included in the guidance notes available in the [Youth Justice Plan Guidance](#)³ on gov.uk. The guidance notes include information on what to include in your plans and advice on how to complete the document.

Youth Justice Plans were required to be submitted to us via CBU@yjb.gov.uk. Thank you to those of you who have returned them to date, those who have not please e-mail your plan to

³ <https://www.gov.uk/government/publications/youth-justice-plans-guidance-for-youth-justice-services>

CBU@yjb.gov.uk, copying in your YJB lead to ensure swift payment of your Youth Justice Grant 2023/24. You are also required to submit your quarterly data submissions throughout 2023/24.

Now you are aware of your awarded grant for 2023/24 please send the signed terms and conditions of grant to yjbgrants@yjb.gov.uk by 04 August 2023.

The Youth Justice Board will continue to focus on frontline services alongside system-wide challenges. Over the last year we have reorganised ourselves so we can have an even greater impact on the youth justice system and improve outcomes for children. Our unique statutory responsibility in overseeing the operation of the youth justice system plays a vital role in making sure that children, and the services they receive, are on the right track and that where there are concerns, they are escalated and supported to improve.

Our business plan 2023/24 and strategic plan 2021-24

This year is the final year of our 2021-24 strategic plan and, so, in the coming year we will be preparing for the next iteration which will be published for 2024-27. We will be reviewing our current strategy, looking at the evidence and what we know from our monitoring of the youth justice system. Our Board will develop a strategic direction that reflects our statutory functions and our ambitions for children and the youth justice system.

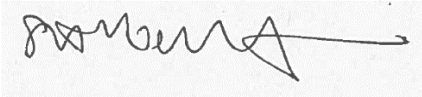
Our [business plan](#)⁴ was published in April 2023 and outlines our commitments for the coming year which will help us to have the greatest impact for children. This includes spending time in 2023-24 to embed our new way of working to strengthen our oversight and improve outcomes for children, ensuring our people have the skills and confidence they need to deliver and that our new systems give us the outcomes we intend. We have also made a commitment to becoming an anti-racist organisation by internally challenging our systems, policies and processes and working alongside external partners. Together with strengthening our oversight, we will also deliver some targeted pieces of work on four areas where the Board believes we can support constructive change. These areas of focus are courts, police, partnerships to reduce serious violence and exploitation and education.

We will continue to fund the remaining pathfinder projects in 2023/24 in order to deliver against the priorities set out in our strategic and business plan and will spend the rest of the year planning our approach to future targeted investment for 2024/25.

Once again, I would like to use this opportunity to recognise the exceptional work you, staff in youth justice services and broader children's services do, day in day out with children in and at risk of coming into the criminal justice system, thank you. We have continued to see low numbers of children entering the youth justice system, diverting them into mainstream services to ensure that they get the care and support they need to thrive. Whilst late, I hope that this letter brings you reassurance and demonstrates our unwavering dedication to supporting frontline youth justice services and acknowledging the vital work you are engaged in to prevent children offending and re-offending.

⁴ <https://www.gov.uk/government/publications/yjb-business-plan-2023-to-2024>

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie Roberts-Bibby', with a long horizontal stroke extending to the right.

Stephanie Roberts-Bibby
Interim Chief Executive
Youth Justice Board for England and Wales

E: Stephanie.Roberts-bibby1@yjb.gov.uk

CC: Local Authority Chief Financial Officer

CC: Alan Webster, Deputy Director, Youth Justice Policy, Ministry of Justice

ANNEX 2 –THE FUNDED ACTIVITIES

The principal aim of the funded activities is to prevent children offending and re-offending.

Activities should be delivered based on the best available practice-based evidence.

Governance and Leadership

Management boards must:

- Meet regularly with a minimum of 4 fully quorate meetings per year.⁵
- Review the YJS' performance and work together to address the needs of children.⁶
- As a minimum, consist of the statutory partner organisations required by legislation (police, health, probation and local authorities).
- Invite YJB representation to management board meetings and provide timely board papers.

Service Delivery

Service delivery must include:

- Delivery of the full range of youth justice services as specified in relevant legislation.⁷
- Adherence to [YJB case management guidance](#) to deliver services to children.
- Adherence to [Standards for children in the youth justice system](#) to deliver services to children.
- Compliance with audit requirements of these standards. These are currently completed triennially, and the next audit to take place 2023/24.
- Compliance with the additional oversight and support provided by the Authority, where performance concerns have been identified.
- Delivery of a Junior Attendance Centre (JAC) where a service receives funding for its delivery within their core grant allocation. Any underspend of this portion of the grant identified for JACS can be used for any other purpose provided for within the Agreement. However, JAC services must not be downgraded or restricted in order to create such an underspend.
- Use of AssetPlus as the mandated assessment tool for all statutory cases⁸

Data

Services must:

- Provide required performance data, as set out in the relevant [YJB Data Recording Requirements](#), and all key performance indicators must be submitted to the Authority quarterly.

⁵ [Youth justice service governance and leadership - GOV.UK \(www.gov.uk\)](#)

⁶ [Youth justice service governance and leadership - GOV.UK \(www.gov.uk\)](#)

⁷ [Crime and Disorder Act 1998 \(legislation.gov.uk\)](#) [Legal Aid, Sentencing and Punishment of Offenders Act 2012 \(legislation.gov.uk\)](#) [Police, Crime, Sentencing and Courts Act 2022 \(legislation.gov.uk\)](#)

⁸ Unless formally agreed to use an alternative tool

- Transfer data via the Connectivity framework, this includes all case management and AssetPlus data sets.
- Transfer confidential data between YJ Services and the YCS Placements Team via the Connectivity framework; both to ensure secure and timely transfer of information across the youth justice system and to support the safety and wellbeing of the child's entry to custody.
- Provide assurance that the systems processing children's data and connecting to the Connectivity service will meet the Government Minimum Cyber Security Standard⁹).

Reporting

Service are required to:

- Notify the Authority of all serious incidents, as set out in the [Serious Incidents Notification Guidance: Standard Operating Procedure for Youth Justice Services](#).
- Use local data/tools and the Authority's disproportionality toolkits¹⁰ to develop an action plan to address identified or anticipated disproportionality concerns.
- Prepare and submit to the Authority annually a Youth Justice Plan. The plan must be written following the [Guidance](#)¹¹ published by the Authority. The plan must be signed off by the chair of the management board.
- Publish Youth Justice Plans in line with relevant legislation¹².

⁹ <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>

¹⁰ The YJB Disproportionality Toolkits are available on the [Youth Justice Application Framework \(YJAF\)](#)

¹¹ The YJB Youth Justice Plan Guidance is refreshed annually.

¹² [Crime and Disorder Act 1998 \(legislation.gov.uk\)](#)

ANNEX 3 – PAYMENT SCHEDULE

The Grant is paid to the Grant Recipient as one lump sum when all the "current year" compliances set out below have been met. The payment schedule runs from 01 September 2023 to 31 December 2023.

Payment will be made on condition that the following information will be provided by the timescale indicated. A failure to provide this information could result in the Authority requiring that the Grant payment be returned.

30 June 2023	Youth Justice Plan	Send to: CBU@yjb.gov.uk copied to your relevant Head of Region or Wales
4 August 2023	Submission of a signed Agreement (e-signatures are now acceptable) – an email submission to the Authority must be copied to other signatories and state explicitly that the other signatories have agreed to conditions.	Send to: YJBGrants@yjb.gov.uk
31 May 2023	Submission of the signed audit certificate for the previous year's Youth Justice Grant	Send to: YJBGrants@yjb.gov.uk
31 July 2023	Submission of the planned overall income and workforce data for the YJS through YJ application framework	Contact: InformationandAnalysis@yjb.gov.uk
As per Data Recording Requirements (DRR) ¹³	Submission of quarterly YJS case management and AssetPlus data via Connectivity	Contact: InformationandAnalysis@yjb.gov.uk
31 May 2024	Submission of the signed audit certificate for the Grant (current year)	Send to: YJBGrants@yjb.gov.uk

The Grant Recipient should contact their relevant YJB Head of Oversight (for their area) if it is experiencing any delay or difficulties with any of the above.

¹³ <https://www.gov.uk/government/publications/data-recording-requirements-for-youth-justice-services-in-england-and-wales>

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

If this is a new setup or the bank details have changed recently from the previous year follow the instructions below.

Please note, the Grant will be paid to a **Local Authority Bank Account only**.

We require the following information on **letter headed** document (not an invoice), that cannot be edited:

Name of your Organisation

Your Address

DUNS number

Your Bank Name

Your Bank Branch

Bank Sort Code

**Your Bank Account Number
(8-digit number only)**

Bank Account Name

VAT number

Contact Name

Contact Telephone/Fax Number

Email address of Local Authority Finance Team

Thank you for your co-operation

Please email to: YJBGrants@yjb.gov.uk

ANNEX 5 – ELIGIBLE EXPENDITURE

The YJB currently provides a Youth Justice grant to local authority Youth Justice Services (YJS) for the delivery of youth justice services. This is the MoJ's contribution to front line service costs.

The Grant will be paid only in respect of Eligible Expenditure incurred by the Recipient to deliver the Funded Activities which aim to ***prevent children offending and re-offending***.

YJS will be required to clearly state within their annual Youth Justice Plan how the Grant will be spent which must be agreed by the Management Board and signed-off by the Chair. All services are provided with detailed guidance to inform preparation and against which plans will be assessed as complete.¹⁴

The Grant is intended to contribute directly to the functions of YJS including:

- Preparing pre-sentence reports
- Supervising children during their sentence
- Resettlement of children leaving custody
- Front-line work to reduce offending and re-offending
- Prevention - work to prevent children from offending and entering the youth justice system
- Support to children to gain improved access to further education and employment opportunities and providing IT
- Improving children's life skills with a view to building their resilience and independence away from offending choices
- Where applicable on Junior Attendance Centres

¹⁴ <https://www.gov.uk/government/publications/youth-justice-plans-guidance-for-youth-justice-services>

ANNEX 6 – AGREED MILESTONES, PERFORMANCE MEASURES & OUTCOMES

Milestones

The Grant supports the front-line delivery of essential youth justice services for children. The effectiveness of YJS 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. All activities should meet the principal aim to prevent children offending and re-offending

The outputs from the Grant are:

- The requirements in relation to governance and leadership
- The requirements as agreed on service delivery
- The requirements as agreed on data recording
- The requirements as agreed for reporting

Services should be delivered in line with standards for children in justice and utilising the latest case management guidance

Performance Measures & Outcomes

As an independent public body with responsibility for monitoring the youth justice system, the Authority gathers information and assess its effectiveness. It aims to form an expert view of how the system can prevent offending and deliver the best outcomes for children who offend and for victims of their crime.

The Authority's work is guided by a child first principle, which puts children at the forefront of all its work. It is committed to this principle given the growing evidence that the supportive and effective approach this offers children, and how it aims to prevent offending and reoffending. The Authority wants to fulfil its vision through ensuring that its work is targeted using the youth justice system aims that apply to the whole system. The outcomes will be to:

- Reduce the number of children in the youth justice system
- Reduce reoffending by children in the youth justice system
- Improve the safety and wellbeing of children in the youth justice system

Improve outcomes for children in the youth justice system