

Community Infrastructure Levy (CIL) Grants Grant Agreement



These conditions apply to the Grant made by **Sandwell Metropolitan Borough Council (the Council)** to **XXXX**

Organisation (the Grant Recipient)
X
Address
X
Payment
X
The Grant period
X
The Grant Recipient's nominated representative
X
The Council's nominated representative
X
The Project – description of the work or activity supported by this Grant
X

The Grant Payable

1. The Grant is paid on condition that the Grant Recipient complies with all the terms of this Agreement (referred to as the "Conditions") and on condition that the Grant is only spent on the Project. No addition to or variation from the Conditions will be valid unless agreed in writing by the Council and the Grant Recipient.
2. Subject to the Conditions, the Council shall pay the Grant to the Grant Recipient.
3. The purpose of the Grant is to assist the Grant Recipient to carry out the Project in accordance with the Conditions. The Council accepts that the Grant Recipient also receives funding from other sources and that the Council's Grant is therefore a contribution to the overall funding needed to enable the Grant Recipient to fulfil the Project.
4. The Grant Recipient shall immediately notify the Council of any proposal to change the charitable or legal status of the Grant Recipient or to make a significant change to the Grant Recipient's aims and objectives to which the Grant is being applied before such change is made. If the Council is not notified of such change, then the (at the Council's absolute discretion) Grant will be immediately repayable in full by the Grant Recipient.
5. The Grant is intended specifically for the Grant Recipient. The Grant Recipient shall not assign or transfer the whole or any part of the Grant or application of the Conditions without

the prior consent of the Council.

6. No person other than the Grant Recipient and the Council has rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of these Conditions.
7. The Conditions and the other terms of the Grant shall be subject to English law and are intended to be legally binding. For the avoidance of doubt the payment of the Grant under the Conditions is not intended to constitute a contract for services.

Monitoring and Review

8. The Council may nominate a representative to work with the Grant Recipient to ensure that the Conditions are met. Where appointed, there will be ongoing contact between the representative of the Council and the Grant Recipient in order to keep under review the agreed priorities for the work of the Grant Recipient in relation to the achievement of Project.
9. Where requested by the Council, the Grant Recipient shall give the Council's representative reasonable notice of any meeting held including, without limit, any management meetings, in which the Project or the Grant will be discussed. The Council's representative shall be permitted to attend any of the aforementioned meetings as an observer.
10. The Grant Recipient shall comply with reasonable requests for information relating to the delivery of the Project, and the use of the Grant.
11. The Grant Recipient shall provide the Council with a completed monitoring and evaluation form for the Project. This should be completed within 2 months after the completion of the Project. The questions in the monitoring and evaluation form need to be completed accurately to record evidence of completion of agreed outcomes and outputs set out in the Application for Grant.
12. The Grant Recipient shall keep all Project records for a period of 12 months after the completion of the project. Such records to include without limitation; all invoices related to costs incurred and claimed by the Grant Recipient for expenditure items set out in the Application for Grant – salary costs, invoices, petty cash receipts and bank account statements to evidence expenditure incurred.
13. The Grant Recipient (and the members of its governing board (or equivalent) and/or any other person(s) with management control over the Grant Recipient shall treat people including the Council (and its Elected Members and employees) with respect and courtesy at all times in person, telephone and written communication and in the media, including on social media platforms.

Compliance

14. The Grant Recipient shall comply with all statutes, orders, regulations or by-laws, including any amendment or re-enactment which relates to the Grant Recipient's business or the delivery of the Project.
15. If requested, the Grant Recipient shall demonstrate to the satisfaction of the Council, the proper conduct of its affairs, in accordance with any appropriate regulators.
16. Where relevant, the Grant Recipient shall operate a complaints procedure and notify the Council of any issues arising which relate to the Grant.

17. The Grant Recipient shall ensure that it has appropriate policies and procedures in place to ensure, as far as reasonably practicable the effective operation of the Project and suitability and appropriate conduct of any employees, volunteers, subcontractors or agents, including without limit: policies and procedures relating to management including, financial management, health and safety and safeguarding of children and vulnerable adults.
18. The terms of appointment of the Grant Recipient's employees and volunteers are matters for the Grant Recipient to determine, but it is expected that they will operate in accordance with good employment practice.
19. The Grant Recipient shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any other applicable equality legislation relating to the provision of services or employment. The Grant Recipient shall take all reasonable steps to secure the observance of the provisions of employment legislation by its employees, volunteers, agents or sub-contractors.
20. The Grant Recipient shall use its best endeavours to operate the Project for the benefit of the residents of Sandwell.
21. The Grant Recipient shall comply in all respects with the provisions of the EU General Data Protection Regulation (GDPR) 2016/679 and any applicable national legislation implementing or supplementing the GDPR which relates to how all personal data is collected and processed.
22. The Grant Recipient shall transfer a request for information under either the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR) relating to the Project to the Council as soon as practicable receiving a request for information and in no event shall the Grant Recipient respond directly to such a request for information and shall provide all reasonable assistance to the Council in meeting its obligations under FOIA or EIR.
23. The Grant Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project.
24. The Grant Recipient shall permit any person authorised by the Council such reasonable access to its employees, volunteers, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this Grant Agreement and to monitor the delivery of the Project and shall, if so required, provide appropriate oral or written explanations to the Council.

Liability

25. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project, the use of the Grant or from withdrawal of the Grant.
26. The Grant Recipient shall indemnify, hold harmless and keep indemnified the Council and its employees, agents and subcontractors against any liability, claim, proceedings or expenses in respect of any claim made relating to the Project.
27. The Grant Recipient shall be adequately insured to cover all risks (for example, theft, fire, employer's liability, fidelity, third party damages). The Council accepts no liability for any losses, claims, damages, compensation, and so on, arising from the existence of and in connection with the Grant Recipient.

Termination and Withholding/Repayment of Grant

28. The Council accepts no liability arising from any withholding or repayment of, or delay in payment of, the whole or any part of the Grant.
29. In the event that any of the following circumstances occur:
- i. The Grant Recipient ceases or suspends its normal functions for any reason;
 - ii. There is a material change in the Grant Recipient's aims and objectives;
 - iii. The Grant Recipient fails to comply with the terms of the Grant Offer Letter, the Performance Measures or these Conditions;
 - iv. The Grant Recipient or any of its employees, volunteers, subcontractors or agents makes any false or misleading claim or representation to the Council in connection with the Grant or commits any offence under the Prevention of Corruption Acts 1889 – 1916 or gives any fee or reward the receipt of which is an offence under any law including without limit, sub-section (3) of Section 117 of the Local Government Act 1972 or the Bribery Act 2010;

The Council, at its reasonable discretion, shall be entitled to withhold any or all of the Grant which is yet to be paid and/or require part or the whole of the Grant to be repaid immediately. The Council will take account of any representations made by the Grant Recipient concerning the repayment or withholding of the Grant and wherever appropriate will co-operate with the Grant Recipient to identify any action that can be taken to avoid the Grant requiring to be withheld or repaid.

DECLARATION

I, the undersigned agree for and on behalf of **XXXX** that this Grant Agreement sets out the terms and conditions on which the Grant is to be provided by the Council and the arrangements for monitoring and review. I accept the requirements and conditions imposed on by this Grant Agreement and agree that funding from the Council is subject to these Conditions being met.

Name:

Position:

Authorised Signature:

Date:

Signed on behalf of Sandwell Metropolitan Borough Council

Name:

Position:

Date:

DEFINITION AND INTERPRETATION

Grant Recipient	Means the organisation named as the applicant
Application for Grant	Means the application for funding submitted by the Grant Recipient to the Council attached to these Grant Agreement Conditions
Council	Means Sandwell Metropolitan Borough Council
Grant	Means the amount granted by the Council as set out in the Grant Offer Letter
Grant Agreement	Means these Grant Agreement Conditions the Grant Recipient's Application for Grant and the Grant Offer Letter
Project	The project, activities and other matters described in the Application for Grant and/or Grant Agreement for which the Grant is to be given