

REPORT TO THE MEETING OF THE EXECUTIVE – 14 April 2021

PORTFOLIO: COMMERCIAL, BUSINESS, LOCAL ECONOMY & LEISURE

REPORT FROM ASSISTANT DIRECTOR, PLACE AND ENVIRONMENT

SUBJECT: ESSEX BUSINESS GRANT FRAMEWORK AGREEMENT

1 DECISION BEING RECOMMENDED

- 1.1 That the Council enters into a Framework Agreement with Essex County Council and agrees to support the distribution of specific business grants to Rochford businesses.
- 1.2 That the Assistant Director, Place and Environment, in consultation with the Portfolio Holder for Commercial, Business, Local Economy & Leisure, be given delegated authority to agree minor additions or amendments to these agreements in the interests of facilitating a quick and effective grant programme for local businesses.

2 REASON/S FOR RECOMMENDATION

- 2.1 Many local businesses continue to be under significant strain as a result of restrictions relating to COVID-19. Although these restrictions are in the process of being lifted, there remains an imperative to directly support the hardest hit businesses to ensure these can survive and recover over the coming months. The Framework Agreement to which this report relates would allow for grant funding made available by Essex County Council to be transferred to Rochford businesses under defined policies.

3 SALIENT INFORMATION

- 3.1 Essex County Council (ECC) has received around £5m in additional Covid Outbreak Management Funding (COMF) which it intends to make available across the county to support business recovery.
- 3.2 ECC has announced its intention to make allocations available to local authorities in the two-tier area to fund two specific grants. These are:
 - An Additional Business Support (ABS) Grant; and
 - An extension to the existing Essex Business Adaptation Fund (EBAF).
- 3.3 These grants are separate to the various business grants that the Council has already been distributing on behalf of central government, including the Local Restrictions Support Grants and the Additional Restrictions Grant. The two grants specified in Paragraph 3.2 would be exclusively funded by money

made available by ECC and not involve or prejudice any funding from the Council, including any of the funding the Council has received itself from the Government to support businesses.

- 3.4 ECC has estimated that around £150,593 will be made available for Rochford businesses under the ABS grant and around £77,578 will be made available to Rochford business under a “top up” to the EBAF. Further funding may be available, subject to demand from other districts.
- 3.5 The Council has already distributed over £50,000 in EBAF funding to local businesses to support them in making adaptations to their premises to become COVID secure. This funding was distributed under a Grant Agreement with ECC that was the subject of a previous Executive decision. It is expected that any “top up” received from ECC would be distributed under the same processes and procedures as the previous round.
- 3.6 The Additional Business Support Grant would be a completely new grant that aims to support businesses that have generally been unable to receive support from other grants. There will be some overlap with the Additional Restrictions Grant (ARG) but it is likely that some businesses that were not able to receive ARG funding will now be eligible for this new grant, including potentially some company directors and some newly self-employed individuals.
- 3.7 Under the proposed Framework Agreement, the Council would agree to help distribute the two grants specified in Paragraph 3.2 under the specific policies set out in Appendix 1 and Appendix 2 respectively. The Framework Agreement would also allow the Council to help distribute any further grants made available by ECC without the need for a new formal agreement each time, although entering into the Framework Agreement does not bind the Council to future grant processes if it chooses not to participate.
- 3.8 With respect to process, all grants are likely to be distributed under application processes and on the testing of eligibility under defined policies. Given there is a reasonable prospect of demand for the grants outstripping supply, applications will need to be processed on a first-come-first-served basis as with previous business grants.
- 3.9 To enable any grants to be distributed in a timely manner, the Council is in discussions with Basildon Borough Council to explore options for the Borough Council to provide a degree of administrative support. Notwithstanding whether such an arrangement is introduced, any Rochford allocation will be ring-fenced and safeguarded for the sole benefit of Rochford businesses. Furthermore, it will remain the Council that receives the funding (from ECC) and distributes the funding (to businesses) and therefore the Council would still retain overall discretion and responsibility for the grants under any administrative arrangement with another local authority.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The Council is not obliged to participate in these new ECC led schemes; however, a decision not to do so risks Rochford businesses failing to benefit from this available funding, or funding being provided later than it is required. This has the potential to affect the viability of local businesses and their relative competitiveness compared to other areas where the funding will be provided.

5 RISK IMPLICATIONS

- 5.1 As with any grant scheme, there is a small risk of fraud if grants are awarded based on false or inaccurate information. This is a particular risk where an element of the assessment process relies on self-certification. Nevertheless, the Council is able to minimise the risk of fraud through an appropriate assessment process, including cross-referencing business details against other records. Should an administrative arrangement be agreed with Basildon Borough Council, the Council will agree an appropriate standard of pre-payment fraud checks to be made.
- 5.2 Essex County Council has advised that it will be managing the post-event assurance process which may include visiting premises to check that adaptations claimed for have actually been purchased and installed.
- 5.3 Should RDC or ECC become aware that a grant award was made on the basis of fraudulent information, or has not been used for the expected purpose, RDC and ECC will be able to consider the case for taking legal action against that person to reclaim the funding.
- 5.4 The financial risk of the scheme to RDC is considered to be minimal as the funding is being provided exclusively by ECC.

6 RESOURCE IMPLICATIONS

- 6.1 The administration of the initial two grant schemes will be managed within existing agreed budgets and resources, using administrative support from Basildon Borough Council where possible.
- 6.2 The ability of the Council to support future grant schemes within agreed budgets and resources will be monitored and taken into account if any additional grant schemes are announced in the future.

7 LEGAL IMPLICATIONS

- 7.1 The Framework Agreement (Appendix 2) sets out the terms and conditions in distributing the grant and expires one year from the start date. Where a decision is made to award the grant to an individual, they will need to enter into the Grant Agreement as set out in Appendix 1. The Council will be responsible for administering the grant including monitoring the spend and ensuring the payment is to be used for the specific purpose. There is no

specific obligation to award the grant but there is an obligation to ensure that the grant is distributed in accordance with the defined processes and policies. The Agreement is terminable with three months' notice.

8 EQUALITY AND DIVERSITY IMPLICATIONS

- 8.1 The Equality Impact Assessment indicates that the decision in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

I confirm that the above recommendation does not depart from Council policy and that appropriate consideration has been given to any budgetary and legal implications.

The decision should be taken as a matter of urgency and not subject to call-in because there is a clear need to administer this funding with expediency to maximise the benefit to businesses.

LT Lead Officer Signature: _____



Assistant Director, Place and Environment

Background Papers:-

None.

For further information please contact Daniel Goodman (Team Leader, Strategic Planning and Economic Regeneration) on:-

Phone: 01702 318043

Email: Daniel.goodman@rochford.gov.uk

If you would like this report in large print, Braille or another language please contact 01702 318111.

Appendix 1

Schedule 1

**Specific Grant Agreement
made pursuant to Framework Agreement dated [date]**

**Specific Grant Agreement Title: [insert]
Specific Grant Agreement Number: [insert]**

This Specific Grant Agreement is made the [date of Specific Grant Agreement] between:

1. **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex (Council).
2. [name of Specific Grant Recipient] (**Recipient**)
(each a “Party” and together the “Parties”).

RECITALS:

- A) The Council and the Recipient have entered into a Framework Agreement dated [insert date of overarching framework agreement] which sets out the framework under which the Council may make Specific Grants to the Recipient.
- B) The Parties wish to enter this Specific Grant Agreement to enable the Recipient to deliver the Specific Purpose described in this Specific Grant Agreement pursuant to the terms of the Framework Agreement and this Specific Grant Agreement.

THE PARTIES AGREE THAT:**1. SPECIFIC GRANT AGREEMENT**

- 1.1. The terms and conditions of the Framework Agreement shall be incorporated into this Specific Grant Agreement.
- 1.2. In this Specific Grant Agreement the words and expressions used in this Specific Grant Agreement shall, except where the context requires otherwise, have the meanings given in the Framework Agreement. In this Specific Grant Agreement any references to Attachments are, unless otherwise provided, references to attachments of this Specific Grant Agreement.
- 1.3. This Specific Grant may be amended where agreed in writing and where made in substantially the form as set out in Schedule 1 Annex A (Change Control).
2. **Specific Grant Period:** The Specific Grant period shall be from the date the Council pays the Specific Grant to the Recipient until 2 July 2021.

3. **Specific Grant:** The Specific Grant shall be £[insert full amount].

4. **Payment Schedule:**

4.1. The Council shall pay the Specific Grant to the Recipient no later than five working days from receipt of the Specific Grant Agreement executed by the Parties.

4.2. After the first funding round, the Council will conduct a review of the Additional Business Support provided to Eligible Businesses by the Recipient. This will allow for changes to be made to the grant criteria or application process if required to ensure maximum impact in terms of businesses supported.

4.3. Following the review, the Council may set up a second round of funding with an allocation of any additional funding as determined by the Council following application by the Recipient. Any additional funding received during this second round must be spent on both Business Adaptation requests and Additional Business Support requests. Should a second round of funding be agreed, the exact proportional split will be agreed with the Recipient.

5. **Specific Purpose:**

5.1. COVID-19 has had a significant detrimental financial impact on many businesses. Central Government and Local Government have provided many support schemes to businesses. However, these pre-existing financial support schemes from Central Government and Local Government are not available to certain types of businesses with the following types falling outside the scope of current support:

5.1.1. Newly self-employed who set up a business after 6th April 2019, who have not been able to receive support under the Self-Employment Income Support Scheme (SEISS)

5.1.2. Limited company directors who are not located in rateable premises and who cannot furlough themselves and continue to work to save their business

5.1.3. Suppliers to industries which have had to remain closed for all or part of the pandemic e.g. hospitality and leisure

5.1.4. Businesses who do not have a rateable value (e.g. Taxi Firms or mobile hairdressers).

5.2. The Council is providing the Specific Grant to the Recipient to allow the Recipient to distribute payments from the Specific Grant to Eligible Businesses (as described herein). These payments do not need to be paid back unless the claim was subsequently found to be fraudulent or was not used for the Grant purpose.

5.3. The Specific Grant will enable the Recipient to provide grants of a maximum value of up to £5,000 per business. The Recipient will distribute a portion of the grants to provide financial support to businesses who have been excluded from existing National and Local Covid-19 financial support schemes and/or where income, including financial support, has been unable to cover business costs.

6. **Amendments and Additions to Framework Agreement terms and conditions:**

6.1. The following additional defined terms shall apply to this Specific Grant Agreement:

Additional Business Support	A grant which provides funding for the purpose of providing financial support to businesses who have been excluded from existing National and Local Covid-19 financial support schemes and/or where income, including financial support, has been unable to cover business costs.
Business Adaptation	A grant which provides funding for the purpose of providing financial support to businesses to make adaptations that will make business premises safer for employees and customers by further reducing the risk of infection, support more home working and reduce face to face customer contact.
Eligible Business(es)	An Eligible Business is a business that qualifies to receive Additional Business Support as set out in clause 6.2.

6.2 To qualify as an Eligible Business that may receive Additional Business Support, the business must meet the criteria set out in clauses 6.2.1 to 6.2.6 below and not be excluded by clauses 6.2.7 or 6.2.8. The requirements set out in sections 6.2.1 to 6.2.6 are for guidance purposes only. The Recipient may exercise its discretion, as a public body, in determining whether additional businesses or purposes may be funded by the Grant. The Recipient shall keep a record of any decisions where local discretion is applied and apply this to discretion to all applications received.

6.2.1 To qualify as an Eligible Business that may receive Additional Business Support, the business must self-certify that each of the criteria set out below is met:

- They were trading on 1st January 2020, prior to the commencement of the pandemic
- The pandemic has adversely affected their business e.g. reductions to customer numbers/sale numbers and a consequential erosion to their cashflow position such that meeting day to day working capital requirements has become affordable and unsustainable
- Their business is located within Essex (no requirement to be operating from a rateable premises).
- They have been excluded from accessing other Covid-19 financial support schemes or where income, including financial support has been unable to cover fixed costs.
- They fall into at least one of the categories listed below in 5.10.

6.2.3 Applicants must fall into at least one of the categories below to be eligible to receive an Additional Business Support:

- They are a business which forms part of the direct supply chain for hospitality, leisure or accommodation businesses including tourism
- A business which supplies non-essential retail
- A business which forms part of the direct supply chain for aviation businesses
- A business which directly organises, facilitates or performs at organised events
- A business which supplies to organised events
- A business that is not on the rating list that has been forced to close either due to mandatory restrictions or due to the temporary close of their host premises (including non-essential market traders)
- A business which can demonstrate a heavy reliance on the ability for people to travel
- Any business which relies on close physical contact (e.g. personal care workers, hair and beauty, driving instructors, taxi drivers etc)
- Newly self-employed who set up a business after 6th April 2019, who have not been able to receive support as part of the Self-Employment Income Support Scheme (SEISS)
- Limited company directors who are not located in rateable premises and who cannot furlough themselves and continue to work to save their business

6.2.4 The business qualifies as one of the following:

- “Micro” as defined by s384A (and not excluded by s384B) of the Companies Act 2006; or
- “Small” as defined by s382 and 383 (and not excluded by s384) of the Companies Act 2006; or
- “Medium-Sized” as defined s465 and 466 (and not excluded by s467) of the Companies Act 2006;

6.2.5 The business has all up-to-date and relevant certificate(s) to show compliance with laws and regulations relevant to its trade (for example a food hygiene certificate, a licence to sell alcohol, permission to operate a pavement seating area, trading authority);

6.2.6 The business is ensuring, and will continue to ensure, adherence to all COVID regulations.

Businesses that are not eligible

6.2.7 Excluded are businesses that operate in the following sectors:

They are a business that primarily operates in any of the following sectors; agriculture forestry or fishing; mining or quarrying; electricity, gas, steam and air conditioning supply; water supply or sewerage; construction; financial and

insurance activities; information and communication activities; real estate activities; education; or social work activities. Businesses primarily operating in manufacturing will only be eligible where it is demonstrated that supplying aviation, hospitality, leisure or accommodation businesses provides a significant proportion of their overall revenue.

6.2.8 Additional Business Support shall not be made available to businesses that were in administration, insolvent, or where a strike-off notice had been made on or before the date that the business applied to receive a payment.

6.3 It is recognised that there is insufficient funding available to cover all Eligible Businesses at the full available grant value of up to £5,000 per business. The Recipient will be able to bid for further funding and applications will therefore be processed in order of receipt with grants awarded until the funding available has been exhausted.

6.4 The total of all Additional Business Support funding to an eligible business shall not be more than £5,000.

6.5 The amounts awarded to Eligible Businesses will be based on the size of their business as per qualifying businesses criteria in Paragraph 2.3. The Recipient shall therefore provide Additional Business Support to Eligible Businesses not exceeding the following thresholds:

- a) Eligible Micro businesses (0-9 employees) – up to £3,000
- b) Eligible Small businesses (10-49 employees) – up to £4,000
- c) Eligible Medium businesses (50-249 employees) – up to £5,000

6.6 The Council is required to report its expenditure on the Contain Outbreak Management Fund to Central Government on 21st of each month.

6.7 The Recipient shall complete the ABS & BAG reporting proforma, as shared by Essex County Council and return to Sarah Langmead on or by 11th of each month. If the 11th happens to be on a weekend, on the Recipient shall return the proforma no later than the Friday preceding the 11th of that month.

6.8 The Recipient shall, in awarding the Additional Business Support grants, reserve the right for itself and for the Council to undertake checks of the Eligible Business's Additional Business Support Grant expenditure 1) to confirm that the Additional Business Support grant was used in accordance with the Specific Purpose and 2) to reclaim any monies not spent in accordance with the terms of this Specific Grant Agreement from any Eligible Business or other business that may have received Additional Business Support.

- 6.9 The Parties may, jointly or individually, undertake random spot checks of Eligible Businesses who have received an Additional Business Support grant to confirm that the Additional Business Support grant was used in accordance with the Specific Purpose.
- 6.10 The Recipient shall provide the Council with data on completion of the Specific Grant Period which shall confirm whether the Specific Purpose has been successfully and properly completed and, at a minimum, the Eligible Businesses that received Additional Business Support and the Additional Business Support amount.

SIGNED AND ACCEPTED BY ON BEHALF OF THE COUNCIL BY THE
COUNCIL'S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date

SIGNED AND ACCEPTED BY ON BEHALF OF THE RECIPIENT BY THE
RECIPIENT'S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date

Annex A Change Control

**Change to Specific Grant Agreement
made pursuant to Framework Agreement dated [date]**

Specific Grant Agreement Title: [insert]
Specific Grant Agreement Number: [insert]
Change Number: [insert]

Details of Change

[Describe the change, including any new defined terms.]

Reasons for Change

[Explain why the change is being made.]

Impact of Change

[What impact with the change have on the Specific Purpose to be delivered under the Specific Grant Agreement.]

Timetable

[Describe the timetable for the change. This could include a payment schedule for any additional payments to be made.]

SIGNED AND ACCEPTED BY ON BEHALF OF THE COUNCIL BY THE
COUNCIL'S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date

SIGNED AND ACCEPTED BY ON BEHALF OF THE RECIPIENT BY THE
RECIPIENT'S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date

Appendix 2

FRAMEWORK AGREEMENT
relating to
SPECIFIC GRANTS
between
ESSEX COUNTY COUNCIL
and
[RECIPIENT NAME]¹

¹ Insert name of the recipient council.

THIS DEED is dated on the day signed by the last party on the signatories page.

PARTIES

ESSEX COUNTY COUNCIL of County Hall, Market Road, Chelmsford, Essex (**Council**).

[XXX]² (**Recipient**),

(each a **Party** and together the **Parties**).

BACKGROUND

- A) This Framework Agreement is entered between the Parties as part of the long-term cooperative arrangements between the Parties to promote the General Purpose.
- B) The Council may agree to pay Specific Grants to the Recipient to assist the parties in promoting the General Purpose.
- C) This Framework Agreement sets out the minimum terms and conditions which will control any and all Specific Grants made by the Council to the Recipient.
- D) These terms and conditions are intended to ensure that any and all Specific Grants are used for the Specific Purpose for which those Specific Grants are awarded.

AGREED TERMS

1. Definitions and Interpretation

- 1.1. In this Framework Agreement and, unless otherwise defined, in any and all Specific Grant Agreements the following terms shall have the following meanings:

Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation
Data Protection Legislation	all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; any other directly applicable regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications

² Enter details of the Recipient of the Grant (the council receiving the Grant)

Framework Agreement	this Framework Agreement, which sets out the general rights and obligations of the Parties when utilising Specific Grants to further the General Purpose
Framework Commencement Date	the date on which the last Party to this Framework Agreement executes the Framework Agreement
Framework Expiry Date	one (1) year from the Framework Commencement Date, the date on which this Framework Agreement expires and after which no further Specific Grants shall be made pursuant to this Framework Agreement
GDPR	the General Data Protection Regulation (2016), as amended or re-enacted from time to time and any United Kingdom Act regulation recognised in UK law substantially replacing the same
General Purpose	the overall health, well-being, and economic development and prosperity of residents, business, and organisations in Essex
Prohibited Act	<ul style="list-style-type: none">(a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:<ul style="list-style-type: none">(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or(ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;(b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the

Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;

- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council

Specific Grant any sum of money paid to the Recipient by the Council pursuant to a Specific Grant Agreement made in accordance with this Framework Agreement

Specific Grant Agreement the further terms and conditions (substantially in the form set out in Schedule 1) controlling the making and usage of any Specific Grant to the Recipient by the Council

Specific Grant Period the period of time for which a Specific Grant is awarded as set out in the Specific Grant Agreement

Specific Purpose the purpose of any Specific Grant which shall be more particularly described in the relevant Specific Grant Agreement

Subsidy takes the meaning given in the Subsidy Control Rules, generally any support measure that:

- i) constitutes a financial (or in kind) contribution provided by a public authority; and
- ii) confers a benefit on the recipient in the sense of an economic advantage that is not available on market terms; and
- iii) affects international trade.

Subsidy Control Rules

means the law in force from time to time in the UK including the law embodied in the European Union (Future Relationship) Act 2020, the Trade Agreements and any other UK or international law relating to subsidy control in the UK and all other legislation and regulatory requirements in force from time to time which apply to measure granted by a public body to an economic actor, as may be updated from time to time.

Trade Agreement(s)

means the UK-EU Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, the Agreement on Trade-Related Investment Measures, the General Agreement on Trade in Services, and such other free trade agreements entered into by the UK with any other country.

Working Day(s)

any day between Monday to Friday, 0900 to 1700, excluding public holidays.

- 1.2. Unless otherwise specified or amended in the Specific Grant Agreement, the terms of conditions of this Framework Agreement shall apply to any and all Specific Grant Agreementss.

2. Making of Specific Grants

- 2.1. Where the Council decides to award a Specific Grant to the Recipient, the Parties shall sign a Specific Grant Agreement substantially in the form set out in Schedule 1.
- 2.2. Each Party must obtain its own authorised governance to make or receive each Specific Grant before entering into a Specific Grant Agreement.
- 2.3. The Specific Grant Agreement must be signed by the authorized representatives of the Parties.
- 2.4. The authorised representatives of the Parties are:

For the Council: [name][title][contact details]³

For the Recipient: [name][title][contact details]⁴

- 2.5. By signing the Specific Grant Agreement, the Recipient accepts the Specific Grant and agrees to implement the Specific Purpose acting on its own responsibility and under the terms and conditions set out in the Framework Agreement and the Specific Grant Agreement.
- 2.6. Specific Grants Agreements must be signed before the Framework Expiry Date.
- 2.7. Where the Recipient carries out actions in the delivery of a Specific Purpose after the Framework Expiry Date, the terms of the Framework Agreement and the relevant Specific Grant Agreements shall continue to apply to the implementation of the Specific Grants made under the Framework Agreement.

3. Purpose of Specific Grants

- 3.1. The Recipient shall use Specific Grants only for the delivery of the associated Specific Purpose and in accordance with the terms and conditions set out in this Framework Agreement and the Specific Grant Agreement. The Recipient shall not use the Specific Grant for any purpose other than the Specific Purpose without the Council's prior written agreement.
- 3.2. The Recipient shall not make any significant change to a Specific Purpose without the Council's prior written agreement.

4. Payment of Specific Grants

- 4.1. The Council shall pay Specific Grants to the Recipient as specified in the Specific Grant Agreement, subject to the terms and conditions of this Framework Agreement and the relevant Specific Grant Agreement.
- 4.2. No Specific Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Specific Purpose.
- 4.3. The amount of Specific Grants shall not be increased in the event of any overspend by the Recipient in its delivery of the Specific Purpose.

5. Use of Specific Grants

- 5.1. The Recipient shall not spend any part of any Specific Grant on the delivery of a Specific Purpose after the Specific Grant Period without the prior written approval of the Council.

³ To be completed.

⁴ To be completed.

- 5.2. Should any part of a Specific Grant remain unspent at the end of the Specific Grant Period, the Recipient shall return such unspent part of the Specific Grant to the Council no later than thirty (30) Working Days after the end of the Specific Grant Period.
- 5.3. Any liabilities arising at the end of a Specific Purpose or Specific Grant Period, including any redundancy liabilities for staff employed by the Recipient to deliver the Specific Purpose, shall be managed and paid for by the Recipient using resources of the Recipient, unless this is specifically covered within the Specific Grant purposes for which the Specific Grant will be used. There will be no additional funding available from the Council for this purpose.

6. Amending Specific Grants

- 6.1. Specific Grants may be amended where agreed in writing and where made in substantially the form as set out in Schedule 1 Annex A (Change Control).

7. Accounts and Records

- 7.1. Specific Grants shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 7.2. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of Specific Grants received by it.
- 7.3. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of Specific Grants for a period of at least six years following receipt of any Specific Grant to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of Specific Grants and shall have the right to take copies of such accounts and records.
- 7.4. If requested by the Council, acting reasonably, the Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which any Specific Grant is paid.
- 7.5. The Recipient shall comply, and shall facilitate the Council's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself or the Council and the Recipient shall not be entitled to any payment from the Council for such compliance and facilitation.

8. Monitoring and Reporting

- 8.1. At the end of each Specific Grant's term the Recipient shall provide the Council with data which shall confirm whether the Specific Purpose has been successfully and properly delivered.

9. Acknowledgement and Publicity

- 9.1. The Recipient shall acknowledge any Specific Grants in its annual report and accounts, including acknowledging the Council as the source of the Specific Grants.
- 9.2. The Recipient shall acknowledge the support of the Council in any materials that refer to any Specific Purpose and in any written or spoken public presentations about the Specific Purpose. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
- 9.3. In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 9.4. The Recipient shall participate in and co-operate with promotional activities relating to any Specific Purpose that may be instigated and/or organised by the Council.
- 9.5. The Council may acknowledge the Recipient's involvement with a Specific Purpose without prior notice.
- 9.6. Either Party shall comply with all reasonable requests from the other Party to facilitate visits, provide reports, statistics, photographs and case studies that will assist in promotional and fundraising activities relating to any Specific Purpose.

10. Freedom of Information

- 10.1. The Parties acknowledge that they are both subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with each other to comply with these information disclosure requirements.
- 10.2. The recipient of an FOI request shall:
 - (a) share any request for information with the other Party as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
 - (b) pool all information in their possession with the other Party within five (5) Working Days (or such other period as the Parties agree) of receipt of the request for that information; and
 - (c) be responsible for the delivery of information pursuant to any such request.
- 10.3. The other Party shall provide all necessary assistance as reasonably requested by the FOI recipient to enable the FOI recipient to respond to a request for

information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

- 10.4. The FOI recipient shall be responsible for determining at its absolute discretion whether the information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
 - (b) is to be disclosed in response to a request for information.

11. Data Protection

- 11.1. The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Framework Agreement and any Specific Grant Agreement shall) comply with any notification requirements under the Data Protection Legislation. Both Parties will duly observe all their obligations under the Data Protection Legislation which arise in connection with the Framework Agreement, any Specific Grant, or any Specific Grant Agreement.

12. Repayment of Specific Grants

- 12.1. The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.2. The Recipient shall repay to the Council on demand the sums distributed under any Specific Grant in the event of the Recipient's breach of these Framework Agreement conditions or the conditions of any Specific Grant Agreement.

13. Subsidy Control

- 13.1. The Recipient warrants that it will not undertake Specific Purposes in any manner that would constitute a prohibited subsidy as defined in the Subsidy Control Rules.
- 13.2. Without prejudice to the general nature of the warranty in 13.1, the Recipient warrants that:
- (a) the Recipient's use of any Specific Grant will at all times be in accordance with the Subsidy Control Rules;
 - (b) the Recipient shall retain all documentation in relation to all Specific Grants for a minimum of six (6) years after end of the Specific Grant Period;
 - (c) in the event that any Specific Grant Agreement or any Specific Grant, or any part or use thereof is determined under the Trade Agreements to amount to or contain prohibited subsidy as defined in the relevant Trade Agreement, that is prohibited under a Trade Agreement and the trade partner has raised concerns about a subsidy through the actionable Trade Agreement and

challenged this measure, and remedial measures are applied to the United Kingdom, the United Kingdom shall take all necessary measures to recover such prohibited subsidy (in full or in part) from the Recipient (a "recovery decision"), the Recipient shall, to the extent the recovery decision requires, immediately pay such incompatible Subsidy to the Council plus interest in accordance with the recovery decision and without set-off or deduction;

- (d) in the event of any proposed variation to this Framework Agreement or any Specific Grant Agreement, the Recipient shall submit all information required by the Council for the purposes of ensuring Framework Agreement or Specific Grant Agreement complies with the Subsidy Control Rules in force on the date of the proposed variation and the Recipient will repeat and reconfirm the warranties, representations and undertakings set out in this agreement and any additional confirmation required by the Council in any variation documentation. No variation to this agreement shall be agreed by the Council if the variation would result in the Framework Agreement or any Specific Grant Agreement failing to comply with the Subsidy Control Rules.

13.3. The Recipient acknowledges and agrees that it is responsible for ensuring that its use of any Specific Grant is in accordance with the Subsidy Control Rules. The Recipient hereby indemnifies the Council (its employees, agents and representatives) on demand from and against all Losses, whether direct or indirect, in respect of a breach of the Subsidy Control Rules and/or which arise out of or in consequence of a breach of any part of this agreement.

13.4. The Recipient acknowledges that the Council may be obliged to assist government departments and bodies with the provision of information to the relevant body under a Trade Agreement in respect of this Framework Agreement and any Specific Grant. The Recipient shall fully cooperate with the Council in the provision of such information.

14. Anti-Discrimination

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

14.2. The Recipient shall take reasonable steps to secure the observance of this clause 14 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on any Specific Purpose.

15. Limitation of Liability

15.1. The Council accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient delivering any Specific Purpose, the use of any Specific Grant, or from the withdrawal of any Specific Grant. The Recipient shall indemnify and hold harmless the Council and the Council's employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs,

expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to any and all Specific Purposes, the non-fulfilment of obligations of the Recipient under this Framework Agreement and any and all Specific Grant Agreements or the Recipient's obligations to third parties.

- 15.2. The Council shall under no circumstances be liable to the Recipient whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any losses arising under or in connection with this Framework Agreement or any Specific Grant Agreement.
- 15.3. The Council's liability under any Specific Grant Agreement is limited to the payment of the Specific Grant.
- 15.4. The Council's aggregate liability under this Framework Agreement shall not exceed the Council's aggregate liability for all Specific Grants under this Framework Agreement.

16. Insurance

- 16.1. The Recipient shall effect and maintain insurances appropriate to the delivery of any and all Specific Purposes.

17. Termination

- 17.1. The Council may terminate this Framework Agreement on giving the Recipient three months' written notice should the Council be required to do so by financial restraints or for any other reason.
- 17.2. The Council may terminate any Specific Grant Agreement on giving the Recipient three months' written notice, or such other longer or shorter notice as specified in that Specific Grant Agreement, should the Council be required to do so by financial restraints or for any other reason.
- 17.3. If the Recipient commits a Prohibited Act or has failed to comply with specific terms of this Agreement, the Council shall have the right to terminate this Framework Agreement and any or all Specific Grants without prior notice.
- 17.4. If this Framework Agreement, any Specific Grant Agreement, or the usage of any Specific Grant is declared unlawful under the Subsidy Control Rules, the council shall have the right to terminate this Framework Agreement and any or all Specific Grants without prior notice.

18. Assignment

- 18.1. The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Framework Agreement or of any Specific Grant

or Grant Agreement or, except as contemplated as part of a Specific Purpose, transfer or pay to any other person any part of a Specific Grant.

19. Waiver

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

20. Notices

- 20.1. All notices and other communications in relation to this Framework Agreement any any Specific Grant Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 1700 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.

21. Miscellaneous

- 21.1. Nothing in this Framework Agreement nor any other document shall impose any obligation or liability on the Council with respect to any actions of or obligations or liabilities assumed or incurred by the Recipient or its agents contractors or employees whether under contract statute or otherwise.
- 21.2. Except as may be further detailed or amended in any Specific Grant Agreement, this Framework Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Framework Agreement and supersedes any prior written or oral agreements representations or understandings between the Council and the Recipient.
- 21.3. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Framework Agreement, and that this Framework Agreement is executed by its duly authorised representative.
- 21.4. This Framework Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.5. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this Framework Agreement or any Specific Grant Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Framework Agreement or any Specific Grant Agreement.

- 21.6. Neither this Framework Agreement nor any Specific Grant Agreement shall constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Framework Agreement and the Specific Grant. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.7. If any provision of this Framework Agreement or any Specific Grant is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Framework Agreement or the Specific Grant and rendered ineffective as far as possible without modifying the remaining provisions of the Framework Agreement or the Specific Grant, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement or the Specific Grant.
- 21.8. The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Framework Agreement or of any Specific Grant Agreement nor may it, except as contemplated as part of any Specific Purpose, transfer or pay to any other person any part of any Specific Grant.
- 21.9. Signature of the Framework Agreement does not give rise to any obligation on the Council to award any Specific Grants.
- 21.10. The Parties acknowledge that the signature of the Framework Agreement does not imply that a Specific Grant Agreement can be signed and each Party must have its own appropriate governance before entering into any Specific Grant Agreement.

This document has been executed as a deed and is delivered and takes effect on the date that the last Party executes this document.

Executed as a Deed by affixing the
common seal of

ESSEX COUNTY COUNCIL in the
presence of:

Attesting Officer

on

_____ 5

Executed as a Deed by affixing the
common seal of [XXX]⁶

in the presence of:

Attesting Officer

on

_____ 7

⁵ Insert date

⁶ Insert the name of the second party to the Framework Agreement

⁷ Insert date

Schedule 1**Specific Grant Agreement
made pursuant to Framework Agreement dated [date]**

Specific Grant Agreement Title: [insert]
Specific Grant Agreement Number: [insert]

This Specific Grant Agreement is made the [date of Specific Grant Agreement] between:

3. **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex (Council).
4. [name of Specific Grant Recipient] (**Recipient**)
(each a “Party” and together the “Parties”).

RECITALS:

- C) The Council and the Recipient have entered into a Framework Agreement dated [insert date of overarching framework agreement] which sets out the framework under which the Council may make Specific Grants to the Recipient.
- D) The Parties wish to enter this Specific Grant Agreement to enable the Recipient to deliver the Specific Purpose described in this Specific Grant Agreement pursuant to the terms of the Framework Agreement and this Specific Grant Agreement.

THE PARTIES AGREE THAT:**7. SPECIFIC GRANT AGREEMENT**

- 7.1. The terms and conditions of the Framework Agreement shall be incorporated into this Specific Grant Agreement.
- 7.2. In this Specific Grant Agreement the words and expressions used in this Specific Grant Agreement shall, except where the context requires otherwise, have the meanings given in the Framework Agreement. In this Specific Grant Agreement any references to Attachments are, unless otherwise provided, references to attachments of this Specific Grant Agreement.
- 7.3. This Specific Grant may be amended where agreed in writing and where made in substantially the form as set out in Schedule 1 Annex A (Change Control).
8. **Specific Grant Period:** The Specific Grant period shall be [insert the period of time for the specific grant].
9. **Specific Grant:** The Specific Grant shall be £[insert full amount].

10. **Payment Schedule:** [insert details of when grant will be paid]

11. **Specific Purpose:**

11.1. [insert full description of the specific purpose]

12. **Amendments and Additions to Framework Agreement terms and conditions:**

12.1. [specify any amendments, clarifications, deletions, or additions or mark as “None.” Use the headings/sections in the Framework Agreement as a guide to what may be needed to be tailored for this Specific Grant. Consider whether any “back-to-back” clauses need to be inserted where the Council is receiving funds from a third-party that it is then passing on to the Recipient. In such a case, those terms would need to be passed on to the Recipient as well.]

SIGNED AND ACCEPTED BY ON BEHALF OF THE COUNCIL BY THE
COUNCIL’S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date

SIGNED AND ACCEPTED BY ON BEHALF OF THE RECIPIENT BY THE
RECIPIENT’S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date

Annex A Change Control

**Change to Specific Grant Agreement
made pursuant to Framework Agreement dated [date]**

**Specific Grant Agreement Title: [insert]
Specific Grant Agreement Number: [insert]
Change Number: [insert]**

Details of Change

[Describe the change, including any new defined terms.]

Reasons for Change

[Explain why the change is being made.]

Impact of Change

[What impact with the change have on the Specific Purpose to be delivered under the Specific Grant Agreement.]

Timetable

[Describe the timetable for the change. This could include a payment schedule for any additional payments to be made.]

SIGNED AND ACCEPTED BY ON BEHALF OF THE COUNCIL BY THE
COUNCIL'S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date

SIGNED AND ACCEPTED BY ON BEHALF OF THE RECIPIENT BY THE
RECIPIENT'S AUTHORISED SIGNATORY:

Signature

Printed Name

Title/Position

Date