

**GRANT AGREEMENT**

**IN RELATION TO ISLE OF WIGHT COMMUNITY CONNECTIONS**

**Between**

**RYDE TOWN COUNCIL**

**and**

**ASPIRE RYDE**

**DATED.....**

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**This Agreement is made this.....Day of .....2019**

## **PARTIES**

- (1) RYDE TOWN COUNCIL whose principal address is at Town Hall Chambers, 10 Lind Street, Ryde, Isle of Wight, PO33 2NQ (**Funder**)
- (2) ASPIRE RYDE (Charity No: 1163336) whose principal address is at Trinity Buildings, Dover Street, Ryde, Isle of Wight, PO33 2BN (**Recipient**)

## **BACKGROUND**

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

## **AGREED TERMS**

### **1. DEFINITIONS**

In this Agreement 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.

**Commencement Date:** The date of this Agreement.

#### **Data Protection Legislation:**

- (i) The GDPR, the LED and any applicable national implementing laws as amended from time to time;
- (ii) The DPA 2018 to the extent that it relates to processing of personal data and privacy;
- (iii) All applicable law about the processing of personal data and privacy.

**DPA 2018:** The Data Protection Act 2018.

**GDPR:** The General Data Protection Regulation ((EU) 2016/679).

**Governing Body:** The Governing body of the Recipient including its directors or trustees.

**Grant:** The sum of forty thousand pounds (£40,000) to be paid to the Recipient in accordance with this Agreement.

**Grant Period:** The period for which the Grant is awarded starting on the Commencement Date and ending twelve (12) months after the Commencement Date.

**Information:** Has the meaning given under section 84 of the FOIA.

**Intellectual Property Rights:** All patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**LED:** The Law Enforcement Directive (Directive (EU) 2016/680).

**Know-How:** Information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Prohibited Act** means:

- (a) Offering, giving or agreeing to give to any servant of the Funder 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 this Agreement or any other contract with the Funder; or
  - (ii) Showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder;
- (b) Entering into this Agreement or any other contract with the Funder 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 Funder;
- (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 Funder; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

**Project:** The project described in **Schedule 1 (The Project)**

**Project Manager:** The individual who has been nominated to represent the Funder for the purposes of this Agreement.

**Request for Information:** A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Working Day:** Monday to Friday, excluding public holidays in England and Wales.

## **2. PURPOSE OF GRANT**

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 The Recipient shall not make any significant change to the Project without the Funder's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

## **3. PAYMENT OF GRANT**

- 3.1 Subject to **Clause 12 (Withholding, Suspending and Repayment of Grant)**, the Funder shall pay the Grant to the Recipient in **two** instalments in accordance with **Schedule 3 (Payment Schedule)**, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Funder has available funds.
- 3.2 No Grant shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant **shall not be increased** in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Funder.
- 3.6 The Recipient shall promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- 3.7 At the end of the project which shall be 12 months from the date of this agreement, any grant which remains unused for the delivery of the project shall be returned to the Funder within one month of the end of the agreement, unless agreed

otherwise with the Funder in accordance with clause 4.4 below.

#### **4. USE OF GRANT**

4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with **Schedule 1 (The Project)**.

4.2 The Recipient shall not use the Grant to:

4.2.1 Make any payment to members of its Governing Body;

4.2.2 Purchase buildings or land; or

4.2.3 Pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period (12 months from the date of this agreement)

4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Funder (Ryde Town Council will share equally any returned funding with the Isle of Wight Council) or, if agreed in writing by the Funder, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

#### **5. ACCOUNTS AND RECORDS**

5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.

5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

5.4 The Recipient shall provide the Funder with a copy of its annual accounts which covers the annual accounting period or periods over which the project is delivered within three (3) months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year(s).

- 5.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.
- 5.6 The recipient must comply with the requirements of the Charities Act 2001 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. A copy of the relevant annual report and returns must be made available to the Funder covering the period(s) of the project (**Refer to Clause 7.1 below**)

## **6. MONITORING AND REPORTING**

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Funder with a financial report and an operational report on its use of the Grant and delivery of the Project **every quarter** and in such formats as the Funder may reasonably require. The Recipient shall provide the Funder with each report within one (1) month of the last day of the quarter to which it relates.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 Along with its first quarterly financial report, the Recipient shall provide the Funder with a risk register and insurance review in the format provided by the Funder. The Recipient shall, amongst others, address the health and safety of its staff in the risk register.
- 6.5 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.6 The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Recipient shall permit any person authorised by the Funder for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Funder considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.8 The Recipient shall provide the Funder with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

## **7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant. For the purpose of this clause the term Funder shall include both Ryde Town Council and Isle of Wight Council (Refer to Clause 7.1 of Schedule 1 attached to this Agreement).
- 7.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder as referred to in Clause 7.1 above. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.3 In using the Funder's names and logos, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.5 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Funder and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

## **9. CONFIDENTIALITY**

- 9.1 Subject to **Clause 10 (Freedom of Information)**, each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in

accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

9.2.1 At the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;

9.2.2 Is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

9.2.3 Is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## **10. FREEDOM OF INFORMATION**

10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 ('**FOIA**') and the Environmental Information Regulations 2004 ('**EIRs**').

10.2 The Recipient shall:

10.2.1 Provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;

10.2.2 Transfer to the Funder all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;

10.2.3 Provide the Funder with a copy of all Information belonging to the Funder requested in the Request For Information which is in its possession or control in the form that the Funder requires within five (5) Working Days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and

10.2.4 Not respond directly to a Request For Information unless authorised in writing to do so by the Funder.

10.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable

for it to do so but (notwithstanding any other provision in this Agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

- 10.4 Notwithstanding any other term of this Agreement, the Recipient consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 10.5 The Funder shall, prior to publication, consult with the Recipient on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Recipient shall assist and co-operate with the Funder to enable the Funder to publish this Agreement.

## **11. DATA PROTECTION**

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

## **12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 12.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- 12.1.1 The Recipient uses the Grant for purposes other than those for which it has been awarded;

- 12.1.2 The delivery of the Project does not start within two (2) months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;

- 12.1.3 The Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;

- 12.1.4 The Recipient is, in the reasonable opinion of the Funder, delivering the Project in a negligent manner;

- 12.1.5 The Recipient obtains duplicate funding from a third party for the Project;

- 12.1.6 The Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;

- 12.1.7 The Recipient provides the Funder with any materially misleading or inaccurate information;

- 12.1.8 The Recipient commits or committed a Prohibited Act;

- 12.1.9 Any member of the governing body, trustee, employee or volunteer of the Recipient has either:
- (a) Acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project, or
  - (b) Taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- 12.1.10 The Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 12.1.11 The Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- 12.1.12 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.
- 12.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.
- 12.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

### **13. ANTI-DISCRIMINATION**

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise. The service to be provided by the Recipient shall be made available to all residents within the administrative boundaries of Ryde Town Council who similarly shall not be discriminated against on any of the above grounds.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of **Clause 13.1** by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

## **14. HUMAN RIGHTS**

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

## **15. LIMITATION OF LIABILITY**

- 15.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its 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 the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to **Clause 15.1**, the Funder's liability under this Agreement is limited to the payment of the Grant.

## **16. WARRANTIES**

- 16.1 The Recipient warrants, undertakes and agrees that:
- 16.1.1 It has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
- 16.1.2 It has not committed, nor shall it commit, any Prohibited Act;
- 16.1.3 It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- 16.1.4 It shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 16.1.5 It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 16.1.6 It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 16.1.7 All financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true

and accurate;

16.1.8 It is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

16.1.9 It is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

16.1.10 Since the date of its last accounts there has been no material change in its financial position or prospects.

16.1.11 The recipient fully complies with the requirements of its Constitution dated 27 July 2015 as a Charitable Incorporated Organisation whose registered name is 'Aspire Ryde'.

## **17. INSURANCE**

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the '**Required Insurances**').

17.2 The Required Insurances referred to above include (but are not limited to):

17.2.1 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and

17.2.2 employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project.

17.2.3 professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **18. DURATION**

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement for a period of twelve (12) months.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**19. TERMINATION**

The Funder may terminate this Agreement and any Grant payments on giving the Recipient one (1) month's written notice should it be required to do so by financial restraints or for any other reason.

**20. VARIATION**

20.1 This Agreement may be varied by the Funder on the giving of one (1) month's written notice.

20.2 No variation to this Agreement will be valid or effective unless agreed in writing by the Funder and the Recipient. All agreed variations shall form part of this Agreement.

**21. ASSIGNMENT**

The Recipient may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

**22. WAIVER**

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

**23. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered 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 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.

**24. DISPUTE RESOLUTION**

24.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

24.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Clerk to Ryde Town Council of the Funder and the Chair of the Recipient with an instruction to attempt to resolve the dispute by agreement within twenty eight (28)

days, or such other period as may be mutually agreed by the Funder and the Recipient.

- 24.3 In the absence of agreement under **Clause 24.2**, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**25. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

**26. JOINT AND SEVERAL LIABILITY**

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

**27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**28. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

## **SCHEDULE 1 - THE PROJECT**

**(To be read in conjunction with Schedule 2- Job Description for the Community Connector Role)**

### **1.0 PURPOSE**

To support the work of local community leaders in increasing levels of inclusion of those vulnerable individuals most at risk of isolation and loneliness in their community.

### **2.0 OUTCOMES**

2.1 The richness and extent of the existing assets for overcoming individual isolation in each neighbourhood of the community are more widely known across the whole community and each neighbourhood.

2.1 The community is able to organise itself to make better and best use of the skills, talents, local knowledge and resources in identifying and supporting individuals to overcome isolation.

2.3 The community is able to organise itself to support those with appropriate skills, talents, local knowledge and resources to put them to use in the best way that meets community needs.

2.4 Community assets and individuals are better mapped to the needs of isolated individuals in each neighbourhood and the wider community as a whole.

2.5 Community assets are provided more closely to the neighbourhood and community they can support.

2.6 Plans are developed for addressing gaps in the availability of community assets that would benefit the community as a whole.

### **3.0 OUTPUTS**

3.1 Identification of and establishment of effective working relationships with, key partners and stakeholders.

3.2 Overview of capacity of people within the community, including identification and categorisation of main problems and needs and types of individuals and families most in need of support.

3.3 Audit of relevant resources and assets with the community, including public and voluntary sector services, physical assets and informal community initiatives.

3.4 Identification of additional resource needs within the community and facilitation of their provision.

- 3.5 Development and delivery of appropriate resource material to assist people to access support and promote community inclusion and development.
- 3.6 Direct assistance to individuals and families with special or complex needs to help them access appropriate support and improve their wellbeing.

#### **4.0 KEY PERFORMANCE OUTPUTS**

##### **4.1 OVERSIGHT**

4.1.1 A gap analysis will be undertaken to ascertain what the current level of needs are, and an action plan developed to address how these needs can be met, the action plan will need to contain agreed milestones and success criteria.

4.1.2 Reporting is to be undertaken on a quarterly basis and 4 reports will required to be delivered during the duration of funding.

- The first report should be an initial report and delivered by.....
- The second report should be a subsequent report and delivered by.....
- The third report should be a subsequent report and delivered by.....
- The fourth report should be a final report and delivered by.....

4.1.3 The reports will need to contain at least the following information and be updated in terms of progress, during the duration of the agreement.

- A list of stakeholders/partners and the basis of the relationships
- Summary of location that sets out the existing context, to include positive and negative aspects. This will include using secondary data and appraisals from key stakeholders.
- Resource and assets need to be fully identified and placed where they can be easily found. Links will need to be made with **Isle Find It** and the Town Council will assist with uploading content to its website and signposting to other areas where information can be shared. All resources and assets will need to be listed within the quarterly reports.
- Numbers of interactions need to be recorded, together with the type of interaction.
- Action plan updated to reflect progress against agreed milestones.

4.1.4 Case studies and engaging stories will be included in the report to enhance peer to peer engagement with suggested activities to help individuals take steps to participating in engagement activities.

## **5.0 PERIOD OF AGREEMENT**

5.1 Twelve months from the date of commencement.

## **6.0 TERMINATION**

6.1 By either party subject to one month's notice or immediately with the agreement of both parties.

## **7.0 FUNDING**

7.1 £40,000 (including overheads) of which £20,000 will be met by Isle of Wight Council and £20,000 will be met by Ryde Town Council. The total Grant of £40,000 will be made to Aspire Ryde by Ryde Town Council in accordance with the above.

## **8.0 TERMS:**

8.1 The first payment of £20,000 will be made by Ryde Town Council immediately following signature of this Agreement and the final payment of £20,000 will be made at the 6-month point following the satisfactory delivery of the 2<sup>nd</sup> quarterly report.

## SCHEDULE 2 – RYDE COMMUNITY CONNECTOR – JOB DESCRIPTION

<b>Job Title</b>	<b>Community Connector – 12-month fixed term contract</b>
<b>Reports to</b>	Responsible to CEO of Aspire Ryde.
<b>Pay Range</b>	New SCP 22 - £26,317 (£13.64) to 26 £29,636 (£15.36)
<b>Location</b>	Office base Aspire Ryde but operational throughout Ryde Town Council Area
<b>Hours of Work</b>	37 hours per week (Flexible working over 7 days as required)
<b>Disclosure Checks</b>	Employment will be subject to enhanced Disclosure and Barring Service checks
<b>Probationary Period</b>	The first three months will constitute a probationary period. When this is successfully completed, employment will be confirmed.

### Overview of Job Role and Purpose

The overall objective of the post is to develop a sustainable and resilient community in which residents have access to the services and support they need in order to thrive and live healthy and fulfilling lives.

The post is expected to deliver the following outcomes:

1. Identification of, and establishment of effective working relationship with, key partners and stakeholders.
2. Overview of capacity of people in Ryde community, including identification and categorisation of main problems and needs and types of individuals and families most in need of support.
3. Audit of relevant resources and assets within the community, including public and voluntary sector services, physical assets and informal community initiatives.
4. Identification of additional resource needs within the community and facilitation of their provision.
5. Development and delivery of appropriate resource material to assist people to access support and promote community inclusion and development.
6. Direct assistance to individuals and families with special or complex needs to help them access appropriate support and improve their personal wellbeing.

In order to achieve these outcomes, the role will involve three main types of activity:

Type of activity	Outputs to which related	% of time
Development of resilient community services and resources, including informal initiatives such as self-help groups and promotion and training of volunteers	1, 3, 4	50%
Signposting residents to appropriate support services, preferably to those within the community but, where appropriate, to external services	1, 2, 5	30%
Direct assistance to individuals and families with special or complex needs	6	20%

A Steering Group, composed of representatives of Aspire, Ryde Town Council and such other key stakeholders considered appropriate, will meet every six weeks to monitor the work of the Community Connector and provide advice and support where appropriate.

### Duties and Responsibilities

Expected output	Duties and responsibilities	Indicators that the output is achieved
Identification of, and establishment of effective working relationship with, key partners and stakeholders	<ul style="list-style-type: none"> <li>Identify key partners/stakeholders, including public and voluntary sector organisations, and their information-sharing protocols</li> <li>Establish effective formal and informal working relationships with them</li> <li>Attend and provide reports to meetings of Steering Group and advise on its composition</li> </ul>	List of partners/ stakeholders and evidence of effective working relationship
Overview of capacity of people in Ryde community, including identification of main problems and needs and types of individuals and families most in need of support	<ul style="list-style-type: none"> <li>Review relevant secondary data on characteristics and needs of Ryde population</li> <li>Review experience of Aspire Ryde and key partners/stakeholders to identify main types of problems and needs</li> <li>Prepare summary report</li> </ul>	Summary report, based on information from secondary data and key stakeholders

<p>Audit of relevant resources and assets within the community, including public and voluntary sector services, physical assets and informal community initiatives</p>	<ul style="list-style-type: none"> <li>• Identify and maintain up-to-date record of relevant public and voluntary sector services, including those within community and others to which Ryde residents may be referred</li> <li>• Publicise this information through Isle Find It, Ryde Town Council website and other appropriate channels</li> <li>• Identify relevant buildings and other physical assets in Ryde, used and unused</li> <li>• Identify existing informal support activities within the community</li> <li>• Explore potential for further such activities, including individuals and groups who may contribute</li> </ul>	<p>Comprehensive list of resources and assets, updated regularly and made available through appropriate channels</p>
<p>Identification of additional resource needs within the community and facilitation of their provision</p>	<ul style="list-style-type: none"> <li>• Identify main gaps in above services in light of needs identified under outcome 2</li> <li>• Explore ways of filling these gaps, drawing primarily on local resources</li> <li>• Work with local individuals and groups to implement these ideas</li> <li>• Identify, train and support cadre of volunteers to assist and reinforce Community Connector role</li> <li>• Contribute to development of Aspire as effective community hub</li> <li>• Identify additional funding opportunities and support relevant funding applications</li> </ul>	<p>Action plan for meeting needs and evidence of initiatives facilitated</p>
<p>Development and delivery of appropriate resource material to assist people to access support and promote community inclusion and development</p>	<ul style="list-style-type: none"> <li>• Prepare simple guidelines to help individuals access support services in key areas of need (e.g. housing, welfare benefits, care services)</li> <li>• Disseminate these through leaflets, online information channels, key partners/stakeholders and other appropriate organisations</li> <li>• Provide training to key partners/stakeholders and/or</li> </ul>	<p>Self-help leaflets and online information for individuals and partners/stakeholders, and evidence of training provided</p>

	other organisations to help them utilise this material	
Direct assistance to individuals and families with special or complex needs to help them access appropriate support and improve their personal wellbeing	<ul style="list-style-type: none"> <li>• Identify individuals and families with special or complex needs who require additional support</li> <li>• Work with them to identify their needs, aspirations and potential and formulate achievable action plans and exit strategies</li> <li>• Help them access appropriate support to implement these plans</li> <li>• Document successful cases</li> </ul>	
Effective performance of role	<ul style="list-style-type: none"> <li>• Be aware of and respect Aspire's vision and values and help to achieve its goals</li> <li>• Be aware of and respect Aspire's policies and procedures, including safeguarding, health and safety, lone working and equality and diversity</li> <li>• Be aware of and respect Ryde Town Council's vision and modes of operation</li> <li>• Maintain appropriate records of activities and outcomes</li> <li>• Engage in appropriate supervision to support practice development</li> <li>• Undertake any other duties as may be reasonably expected</li> </ul>	

## Qualities Required

Quality	Essential / Desirable	How Assessed
Good verbal communication skills and ability to listen actively and sensitively to others	Essential	Interview
Ability to engage with client/stakeholders to develop and sustain warm and trusting relationships	Essential	Interview
Ability to demonstrate significant understanding of the needs of people with multi & complex issues	Essential	Interview and references
Ability to demonstrate a warm, person centred and affirmative approach to young people and adults with mental health needs and/or learning disabilities	Desirable	Interview and references
A natural problem solver able to make good quality decisions with a trail	Essential	Application and references
An understanding of reflective practice to improve own performance	Desirable	Application and interview
Good written communication skills and record keeping ability	Essential	Interview and references
Ability to work constructively and co-operatively as part of a consistent team approach	Essential	Interview and references
Ability to work safely and responsibly without direct supervision within a community setting	Essential	Interview and references
Ability to demonstrate initiative, motivation and a resourceful, well organised approach	Essential	Interview and references
Ability to liaise in a professional manner with other agencies and to work in a positive way in the development of the service	Essential	Application, interview and references
Understanding of the person centred aims and principles of Aspire Ryde and ability to put these into practice throughout the service	Desirable	Application and interview
Ability to demonstrate respect for difference and diversity	Essential	Interview and references

Ability to complete & communicate risk assessments.	Essential	Application & interview
A non-judgmental, accepting approach to working with people who may be challenging	Desirable	Application and interview
Ability to work in a calm, patient and tolerant manner at a pace appropriate to the needs of the individual	Desirable	Interview
Ability to develop and utilise a range of resources to ensure best practice	Essential	Interview
Knowledge of social impact recording	Desirable	Application and Interview
Ability and experience to recruit, support and supervise volunteers.	Essential	Application & Interview
A good level of IT skills, and the ability to use MS Office programmes including Word, Publisher, Excel, Outlook and Facebook for marketing purposes	Essential	Application and interview
A good level of IT skills, and the ability to use MS Office programmes including Word, Publisher, Excel, Outlook and Facebook for marketing purposes	Essential	Application and interview
Experience of community development.	Essential	Application
Degree level qualification	Essential	Application
Willingness to work flexible hours according to needs of organisation and service users	Essential	Interview
Willingness to attend training courses and events	Essential	Interview
Willing to accept feedback and guidance and to be accountable to colleagues and managers	Essential	Interview and references
Willingness to work evenings and weekends as required	Essential	Interview
Full, clean driving license and willingness to drive a minibus	Essential	Application and interview

### SCHEDULE 3 - PAYMENT SCHEDULE

<b>Amount of Grant Payable</b>	<b>Date of Payment</b>
Twenty thousand pounds (£20,000)	On the Commencement Date.
Twenty thousand pounds (£20,000)	Six (6) months' following the Commencement Date (Refer to Clause 8 of Schedule 1)

**THE AGREEMENT**

This Agreement has been entered into on the date stated at the beginning of it.

**SIGNED** by

**RYDE TOWN COUNCIL**

Authorised Signatory: .....

Name (PRINTED).....

Position.....

**SIGNED** by

**ASPIRE RYDE**

Authorised Signatory: .....

Name (PRINTED).....

Position.....