

DATED

2023

GRANT AGREEMENT

Between

ESSEX COUNTY COUNCIL

and

Tendring District Council

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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.

GDPR: the General Data Protection Regulation (2016), Regulation (EU) 2016/679, as implemented into UK law by section 3 of the European Union (Withdrawal) Act 2018 and any United Kingdom Act or European Union Regulation recognised in UK law substantially replacing the same

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

Grant: The value of the grant for the purposes of this Agreement is nil due to previous unspent Grant of £27,510 from 2022-2023 which are to be used by the Recipient to deliver the Project.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2024, or such other date as agreed between the parties.

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.

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 Council 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 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.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Council for the purposes of this Agreement. The identity of the Project Manager shall be communicated to the Parties within 14 days of the execution of this 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 measures 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.

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 Recipient shall not use the Grant for any other purpose without the Council's prior written agreement.

2.2 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.

- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project within the Grant Period, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council 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 Council is funding in full under this Agreement.

3. Payment of Grant

- 3.1 Subject to clause 12, the Council has paid the Grant to the Recipient and no further payment is to be made in accordance with Schedule 2. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
- 3.2 No 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 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 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 Council's prior written consent.
- 3.5 The Recipient shall promptly repay to the Council 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 or to any milestone have been complied with by the Recipient.
- 3.6 In the event that at any time, and from whatever source, the Recipient obtains a refund, repayment, or other return of monies to it of any Grant spent (whether at the time the Grant was spent by the Recipient it was spent in accordance with this Agreement or otherwise), the Recipient shall promptly pay an equivalent amount equivalent to the Council.

4. Use of Grant

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 1. For the avoidance of doubt, the amount of the Grant that the Recipient may

spend on any item of expenditure shall not exceed the total amount of the Grant.

- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project within the Grant Period (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be used for the Project.
- 4.3 The Recipient shall not use the Grant to:
 - (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land;
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written approval of the Council.
- 4.5 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 Council or, if agreed in writing by the Council, may be applied to the Project.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project shall be managed and paid for by the Recipient using resources of the Recipient, unless this is specifically covered within the Grant application and listed as one of the aspects that the Grant will be used for. There will be no additional funding available from the Council for this purpose.

5. **ACCOUNTS AND RECORDS**

- 5.1 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. This must include a schedule of payments and a list of transactions that evidences expenditure.
- 5.2 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 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 the Grant and shall have the right to take copies of such accounts and records.

- 5.3 The Recipient shall comply and 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 and the Council and shall not be entitled to any payment from the Council for such compliance and facilitation.

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 the information and reports detailed in Schedule 1 (including but not limited to Annex B to Schedule 1).
- 6.3 The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project as set out in Annex B to Schedule 1 and in such formats as the Council may reasonably require. During the Grant Period the Recipient shall provide the Council with each report within 15 days of the last day of the quarter to which it relates.
- 6.4 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.
- 6.5 The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.6 On giving reasonable notice, the Recipient shall permit any person authorised by the Council such reasonable access to the Recipient's 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 On giving reasonable notice, the Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council 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 Council 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 acknowledging the Council as the source of the Grant.
- 7.2 The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. 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.
- 7.3 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.
- 7.4 The Recipient shall participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.5 The Council may acknowledge the Recipient's involvement in the Project without prior notice.
- 7.6 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 the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Council 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 Council 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 Council 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 as requested by the Council.

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:

- (a) 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;
- (b) 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
- (d) 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 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 working days of receiving a request for information;
 - b) pool all information in their possession with the other Party within five 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.

10.5 Each Party acknowledges that the FOI recipient may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:

- a) without consulting with the other Party; or
- b) following consultation with the other Party and having taken its views into account,

provided always that where clause 10.5(b) applies the FOI recipient shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other Party advanced notice, or failing that, to draw the disclosure to the other Party's attention after any such disclosure and each Party shall have no recourse or claim against the other Party in relation to the other Party's exercise of this clause 10.5.

10.6 The Recipient shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure

and shall permit the Council to inspect such records as reasonably requested from time to time.

11. DATA PROTECTION

- 11.1 Both the Council and the Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.
- 11.2 The Parties acknowledge that no Personal Data as defined under Data Protection Legislation is to be transferred under this Agreement. A Party shall use reasonable endeavours to give at least thirty (30) days' written notice to the other Party if they intend to transfer data under this Agreement and the Parties shall replace the terms of this clause 11 with appropriate controller to processor or controller to controller clauses prior to the transfer of Personal Data as defined in the Data Protection Legislation.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
 - (b) the delivery of the Project finishes before the end of the Grant Period and in the reasonable opinion of the Council the Recipient has failed to provide the Council with a reasonable explanation for the early determination;
 - (c) the Council acting reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
 - (e) the Recipient obtains duplicate funding from a third party for the Project within the Grant Period;
 - (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;

- (g) the Recipient provides the Council with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the Governing Body, an employee or a volunteer of the Recipient has (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 Council, bring or are likely to bring the Council's name or reputation into disrepute;
- or
- (j) 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 30 days of receiving written notice detailing the failure.

12.3 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with the Council

12.4 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.6 Any costs or expenditure above the Grant will be the responsibility of the Recipient. In the event that the Project costs are less than the Grant, the Council reserves the right to reduce the Grant pro rata.

13. SUBSIDY CONTROL

13.1 The Recipient warrants that it will not use the Grant in any manner that would constitute a prohibited subsidy as defined in the Subsidy Control Rules.

13.2 With prejudice to the general nature of the warranty in 13.1, the Recipient warrants that:

- (a) the Recipient's use of the Grant will at all times be in accordance with the Subsidy Control Rules;
- (b) the Recipient shall retain all documentation in relation to the Grant for a minimum of six (6) years after end of the Grant Period;

(c) in the event that the Grant, or any part or use thereof, is determined under a Trade Agreement to amount to or contain a prohibited Subsidy as defined in the relevant 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, so that the United Kingdom takes 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.

13.3 The Recipient acknowledges and agrees that it is responsible for ensuring that its use of the 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 Agreement and the 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 clause 14.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

15. NOT USED

16. LIMITATION OF LIABILITY

16.1 The Council accepts no liability for any consequences, whether direct or indirect, that may arise 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 Council, 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.

16.2 Subject to clause 16.1, the Council's liability under this Agreement is limited to the payment of the Grant.

17. WARRANTIES

17.1 The Recipient warrants, undertakes and agrees that:

- a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- b) it has not committed, nor shall it commit, any Prohibited Act;
- c) 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 Council immediately of any significant departure from such legislation, codes or recommendations;
- d) 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;
- e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- g) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- h) 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;
- i) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and

- j) since the date of its last accounts there has been no material change in its financial position or prospects.

18. INSURANCE

- 18.1 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.
- 18.2 The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

19. VARIATION

- 19.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or agreed by their authorised representatives).

20. TERMINATION

- 20.1 The Council may terminate this Agreement and any Grant payments on giving the Recipient two (2) months' written notice should it be required to do so by financial restraints or for any other reason.
- 20.2 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 Agreement without prior notice.

21. ASSIGNMENT

- 21.1 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 Agreement or, subject to clause 21.2, transfer or pay to any other person any part of the Grant.
- 21.2 The Recipient shall be entitled to transfer any part of the Grant to any third party listed in Schedule 1 for delivery of any part of the Project or to any other third party contemplated as part of the Project. The Recipient shall ensure that where third parties are funded by the Grant that the agreement between the Recipient and the third party shall set out the relevant rights and obligations imposed on the Recipient under this

Agreement and that the third party shall be bound to the Recipient under the third party agreement in the same way as the Recipient shall be bound to the Council under this Agreement for the relevant rights and obligations.

22. WAIVER

22.1 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

23.1 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, 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 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 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 Council from time to time.

24.2 Should the complaint or dispute remain unresolved within 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 Chief Executive of the Council and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council 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

25.1 This Agreement shall not create any partnership or joint venture between the Council 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. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

26.1 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.

27. GOVERNING LAW

28.1 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.

28. SURVIVAL

The repayment provisions in this Agreement shall survive the termination of this Agreement and the expiry of the Grant Period.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a **DEED** by affixing
the common seal of
ESSEX COUNTY COUNCIL in the
presence of:

Attesting Officer

Executed as a Deed by affixing the
common seal of **TENDRING**
DISTRICT COUNCIL

in the presence of:

Authorised
Officer.....

Print name.....

Schedule 1 The Project

1. Project Details

Tendring District Council will recruit a Domestic Abuse Coordinator who will work alongside housing colleagues to provide timely access to specialist DA housing advice and information.

Key elements of the role will include:

- Advising on feasibility and availability of housing options to staff and external partners
- Liaising with officers, landlords and partners to inform on most feasible and appropriate options to prevent homelessness – taking into consideration the issues of each case
- Assisting with the monitoring of performance of associated services in Tendring regarding homelessness and domestic abuse
- Assisting and supporting the development of the Council's Housing Service policies and procedures for helping those who are at risk of homelessness due to domestic abuse
- Identifying additional opportunities to prevent and relieve homelessness in Tendring due to domestic abuse
- Providing assistance to Housing Solutions with more complex issues relating to licences, tenancies, rent arrears and other landlord / tenant duties including access and management of temporary accommodation where needed as an interim to prevent or relieve homelessness

2. Key Outcomes

Victims and Survivors of domestic abuse (including Children and Young people):

- a. feel safer and better equipped to remain safe in accommodation.
- b. feel better connected and safe in their communities
- c. have improved understanding of rights and options.

System change shall include:

- d. Increased awareness of Domestic Abuse provisions and support.
- e. Improved multi-agency working across the system.
- f. Pathways are clearer for all services that are accessible

3. Reporting

The following monitoring information shall be collected and made available in reports made the 30th June 2023, 31st September 2023, 31st December 2023, 31st March 2023. At a minimum, these reports shall include:

- a. Number of Victims and Survivors supported and the outcomes achieved as a result of this.
- b. Personal and demographic characteristics by age, gender, relationship to perpetrator, ethnicity, religion/belief, language, sexuality, immigration status (where applicable) and additional considerations (e.g mental health needs, disabilities, cultural needs, substance misuse, caring responsibilities including pregnancy and children);
- c. Breakdown of budgets/costs, e.g., salary, training and development.

- d. Risk and issues of service delivery.
- e. Satisfaction of service/feedback.

The Recipient shall also share qualitative feedback, including:

- f. Case studies
- g. Service user feedback on support provided
- h. Outcomes achieved e.g. client supported to maintain tenancy.
- i. Recipient's analysis of data including key themes

Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment
£0 – The amount payable under this agreement is nil. The Project is to be delivered using unspent funds carried forward from the previous grant agreement (2022)	N/A