

Liverpool City Region Combined Authority

- and -

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Grant Funding Agreement

**Community Environment Fund
Stream 3**

Liverpool City Region Combined Authority
Jill Coule
Chief Legal Officer and Monitoring Officer
No.1 Mann Island
Liverpool L3 1BP
Ref: RSN20867

DRAFT

THIS AGREEMENT is dated

2020

Parties:

- (1) LIVERPOOL CITY REGION COMBINED AUTHORITY of No.1 Mann Island, Liverpool, L3 1BP (“the Funder”); and
- (2) [_____] whose address is [_____] (“the Recipient”)

Background

- (A) The Funder has set up the Community Environment Fund (“the Fund”) to support projects in the Liverpool City Region that will engage local communities in a range of environmental activities with the objective of improving the environment and the wellbeing of people living within the region, and contributing to the green recovery from the Covid pandemic.
- (B) The Recipient is proposing to undertake an environmental project in the Liverpool City Region.
- (C) The Recipient has applied to the Funder for funding to support the project, and the Funder has agreed to provide funding subject to the terms set out in this Agreement.

1. The Project

- 1.1 The Recipient must deliver the project set out in Schedule 1 (“the Project”) in accordance with the terms of this Agreement and the timescales set out within it.
- 1.2 The Funder shall provide a grant of £[_____] (“the Grant”) in support of the Project.

2. Use of the Grant

- 2.1 The Recipient shall use the Grant only to fund the costs of the Project in accordance with the terms of this Agreement.
- 2.2 The Project must commence by 20th March 2021 and be completed by 30th September 2021.
- 2.3 The Grant shall not be used for any other purpose without the prior written agreement of the Funder.

- 2.4 The Recipient shall ensure that all use of the Grant is in accordance with the Fund guidance and any other guidelines or policies that the Funder may specify to the Recipient as being relevant to the Project.

3. The Grant payment

- 3.1 The Grant shall be paid by the Funder to the Recipient in one single instalment which can be claimed by the Recipient on signature of this Agreement. The Recipient must submit a claim in the format prescribed by the Funder in order to receive payment of the Grant.
- 3.2 Payment of the Grant shall be made within 21 calendar days of receipt by the Funder from the Recipient of a validly submitted claim.

4. Reduction, withdrawal and repayment of the Grant

- 4.1 The Funder may withdraw or reduce, or require the Recipient to repay all, or any proportion of, the Grant on any of the following grounds:
- (a) The Recipient fails to comply with the terms of this Agreement or any applicable legal requirements and the non-compliance is not remedied within a reasonable period or is not capable of remedy;
 - (b) The Funder has reasonable grounds to consider that the Recipient has used the Grant other than in accordance with the terms of this Agreement;
 - (c) The Funder has reasonable grounds to consider that the information and evidence provided by the Recipient in relation to the Project or the Grant has not been complete and accurate or supplied honestly and in good faith;
 - (d) There has been a change to the Recipient's circumstances which the Funder reasonably considers makes (or would have made) a material difference to the Recipient's eligibility for the Grant or the conditions on which it is appropriate to award the Grant; or
 - (e) There is a risk or a genuine belief that there is a risk that reputational damage to the Funder will occur as a result of this Agreement continuing.
- 4.2 The Recipient acknowledges that in setting up and operating the Fund, the Funder is seeking to maximise the benefit for community environment projects throughout the Liverpool City Region. The Recipient will therefore notify the Funder if it obtains or becomes aware of funding which is readily available to it that means it no longer requires the Grant or any part of it to deliver the Project.

- 4.3 Should the Funder require the Recipient to repay all or any proportion of the Grant, it will notify the Recipient in writing. The Recipient must make that repayment within 21 calendar days of the date of that notice or by any later deadline agreed by the Funder in writing.

5. Project Monitoring and Evaluation

- 5.1 The Recipient will be required to co-operate with the provision of information and evidence to support the monitoring and evaluation of the delivery of the Project against outputs and outcomes agreed by the Funder, including participation on a telephone, web or face to face interview to review the impact of the Grant and the Project for the Recipient.
- 5.2 Within 28 days of completion of the Project, the Recipient shall provide the Funder with an end of Project case study (in such form as may reasonably be required by the Funder) setting out the following:
- (a) "Before and after" high resolution photographs showing the impact of the Project;
 - (b) The outputs and outcomes achieved by the Project and any wider social or economic benefits identified; and
 - (c) How the Recipient will continue to utilise and build on the Project's outputs and outcomes.

6. Accounts and records

The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's records that relate to the expenditure of the Grant.

7. Variation

- 7.1 Any variation to the terms of this Agreement shall be agreed in writing between the Parties.

8. Publicity

- 8.1 The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project. In using the Funder's name and/or logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder

from time to time. The Recipient shall supply the Funder with copies of any press releases or other publicity for the Project.

8.2 The Recipient agrees in so far as reasonably practicable to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder including participation in implementation of the Funder's communications and publicity activities.

9. Equality and Diversity

19.1 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.

10. Bribery Act 2010

10.1 The Recipient shall conduct its business in compliance with applicable anti-corruption laws and shall not, directly or indirectly, use the Grant for any purpose that would breach the Bribery Act 2010.

11. Law

11.1 This Agreement shall be governed by and construed in accordance with the law of England.

12. Entire Agreement

12.1 This Agreement constitutes the entire agreement between the Parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

This document takes effect on the date stated at the beginning of it.

SIGNED on behalf of
LIVERPOOL CITY REGION
COMBINED AUTHORITY

by:

Authorised Signatory

SIGNED on behalf of
the **RECIPIENT** by:

Signature

Name (print)

Position _____

Schedule 1

The Project

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