

DATED

6th January 2014

GRANT FUNDING AGREEMENT

Between

IMPROVEMENT & DEVELOPMENT AGENCY FOR LOCAL GOVERNMENT

And

London Borough of Barnet

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SCHEDULE

SCHEDULE 1 THE PROJECT.....

SCHEDULE 2 THIRD PARTY FUNDING FOR THE PROJECT **ERROR! BOOKMARK NOT DEFINED.**

SCHEDULE 3 GRANT CLAIM FORM AND BANK DETAILS.....

THIS AGREEMENT is dated

PARTIES

(1) THIS AGREEMENT dated 6th January 2014

BETWEEN:

PARTIES

(2) Improvement & Development Agency for Local Government (IDeA) (a company limited by guarantee registered in England and Wales No 3675577, and wholly owned by the Local Government Association (LGA), an Unincorporated Association both situated at Local Government House Smith Square London SW1P 3HZ (Grantor).

The IDeA hereinafter referred to as the Grantor is the delivery arm of the LGA.

AND

(3) London Borough of Barnet (the Grantee) whose principal address is at North London Business Park, Oakleigh Road South, London, N11 1NP

Together known as the "Parties" and singularly as a "Party".

BACKGROUND

(A) The Department of Business Innovation and Skills (BIS) has agreed to make a grant to the IDeA to manage the Local Government Breakthrough Grant (the "Programme") and fund local authorities' projects over the financial year 2013/14. The purpose of the fund is to support the Data Strategy Board's agenda in enabling open data release and ease of access to open data supporting growth and innovation, contributing to local engagement with citizens, communities and business, and providing seed funding to create action.

(B) The Grantee has made an application to the Grantor for the Project and the Grantor has agreed to pay the Grant to the Grantee to carry out the Project activities in accordance with the milestones, all together set out in the Project Schedule **SCHEDULE 1 - Project Activities and Milestones ("Schedule 1")** subject to the terms and conditions set out in this Grant Funding Agreement (the "Agreement").

(C) This GFA sets out the terms and conditions on which the Grant is made by the Grantor to the Grantee.

- (D) 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:

Additional Funding: means funding provided to the Grantee by a third party for the Project or for projects similar or identical to the Project. (Including without limitation funding for associated administration and staffing costs)

BIS: means Department of Business Innovation and Skills

Business Day: means Monday to Friday (inclusive) except bank or public holidays in England.

Commencement Date:

Governing Body: means the governing body of the Grantee including its directors or trustees or elected members.

Grant: means the sum of forty three thousand and eight hundred pounds (£43,800) to be paid to the Grantee in accordance with this GFA.

Grant Period: means the period for which the Grant is awarded starting on the Commencement Date and ending on 30th June 2014 unless otherwise authorised by BIS and notified in writing by the Grantor to the Grantee.

Intellectual Property Rights: means all patents, rights to inventions, copyright and related rights, (whether registered or not) trade marks, trade names and domain names, design rights, rights in computer software, database rights, and rights in confidential information (including Know-How) and any other intellectual property rights, in each case whether registered or unregistered, including all applications for any of the foregoing and similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future however arising for their full term and any renewals and extensions.

Know-How: means 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.

Milestones: means the milestone activities to be completed as set out in **Schedule 1**.

Party/Parties: means the Grantor or the Grantee or both, as the context may require.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any employee of the Grantor 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 Grantor; or
- (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Grantor;
- (b) entering into this Agreement or any other contract with the Grantor where a commission has been paid or has been agreed to be paid by the Grantee 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 Grantor;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (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 Grantor; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Grantor.

Project: the project and activities as described and set out in **Schedule 1**

Project Manager: means the individuals stated in Schedule 1 who has been nominated to represent the Grantor and the Grantee for the purposes of this Agreement or as notified from time to time in writing by the Parties.

Request for Information: means a "request for information" pursuant to the freedom of Information Act 2000 as amended FOIA.

2. PURPOSE OF GRANT

- 2.1 The Grantee shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement and schedules hereto. The Grant shall not be used for any other purpose.
- 2.2 The Grantee shall not make any substantial change to the Project without the Grantor's prior written agreement.
- 2.3 Where the Grantee intends to apply to a third party for Additional Funding for the Project, it will notify the Grantor in advance of its intention to do so and, where such funding is obtained, it will provide the Grantor with details of the amount and purpose of that funding. The Grantee 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 Grantor is funding in full under this Agreement.

- 2.4 The Grantee shall not use the Grant to pay for any expenditure commitments of the Grantee entered into before the Commencement Date nor for any liabilities arising at the end of the Project including any redundancy liabilities.
- 2.5 The Grantee shall return to the Grantor any part of the Grant which remains unspent at the end of the Grant Period or Project unless otherwise agreed by the Grantor in writing.
- 2.6 The Grantee shall immediately inform the Grantor in writing of any significant development and/or problems that it encounters in relation to the Project or issue likely to give rise to a breach of this Agreement or of any fraud, theft or corruption in relation to the Project or use of the Grant.
- 2.7 The Grantee shall use its best endeavours to carry out or secure the carrying out of the Project diligently in a competent and efficient manner.
- 2.8 The Grantee shall inform the Grantor promptly in writing of any cessation of work on the Project and of any event or circumstance likely to affect significantly the satisfactory completion of the Project. The Grantee shall also inform the Grantor promptly in writing if any of the events referred to in clause 2.9 takes place.
- 2.9 Where an asset, the cost of which has been included in the net eligible costs, is sold, disposed of or otherwise transferred by the Grantor within the period commencing on the date specified in clause 3.2 and ending 5 years after the date on which the final payment of grant is made as specified in Clause 3.4, the Grantee shall:
- (i) not enter into any such sale, disposal or transfer agreement other than for full value consideration save where prior written consent to enter into an under-value agreement has been obtained from the Grantor; and
 - (ii) pay to the Grantor on behalf of BIS 50 % of any net sale proceeds realised by the Grantee in respect of any such sale, disposal or transfer agreement. The Grantee shall provide suitable documentary evidence on the sale price and any costs involved. This payment is to be by refund of grant.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Grantor shall pay the Grant to the Grantee in three (3) instalments, subject to the necessary funds being made available by BIS, when payment falls due. The Grantee agrees and accepts that payments of the Grant can only be made to the extent that the Grantor has received funding for the Project.

- 3.2 The first instalment of 50% of the Grant will be paid to the Grantee on completion of this Agreement. The second instalment of 40% (such amount to be adjusted by the Grantor at its sole discretion to take account of any underspend under-spend) will be paid, following receipt and consideration of a claim request together with a report referred to in clause 3.3 below, six months (6) from the date of completion of this Agreement.
- 3.3 The Grantee's claim form set out in Schedule 3 shall include a report on the Project covering:
- (a) Progress on delivery of Project activities against milestones set out in Schedule1 including explanation of any delays and corrective actions being taken.
 - (b) Financial overview and up to date forecasts as well as details of spend incurred to date.
 - (c) Any change in the nature or scale of the Project including an assessment of any change in the Projects success; any risks and issues identified that the Grantor need to be aware of.
- 3.4 The final instalment of 10% of the Grant will be paid on receipt of a Final Project Completion and Evaluation Report to the satisfaction of the Grantor to be submitted within one calendar month of the end of Grant period (30 June 2014). The Final Project Completion Evaluation Report covering:
- (a) Performance on delivering of Project activities against milestones set out in Schedule1
 - (b) Financial overview and details of spend incurred including any unspent Grant.
 - (c) Any other information specified by the Grantor
- 3.5 No Grant shall be paid unless and until the Grantor is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.6 The amount of the Grant shall not be increased in the event of any overspend by the Grantee in its delivery of the Project.
- 3.7 The Grant shall be paid into a bank account in the name of the Grantee which must be an ordinary business bank account and ring-fenced for the purpose of the Project only. All cheques from the bank account must be signed by at least two individual representatives of the Grantee.

- 3.8 The Grantee 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 Grantor.
- 3.9 The Grantee hereby acknowledges that this Agreement shall not entitle the Grantee to any payment, reimbursement or benefit other than expressly set out herein and that the Grant will not be increased as a result of any underestimate or overspending by the Grantee.
- 3.10 The Grantee shall promptly repay to the Grantor 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 Grantee. Repayment shall be made forthwith to the grantor on its first demand or upon the grantee becoming aware that a grant has been overpaid, whichever occurs first.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Grantee for the delivery of the Project in accordance with **Schedule 1**. For the avoidance of doubt, the amount of the Grant that the Grantee may spend on any item of expenditure is listed in **Schedule 1** and shall not exceed the agreed budget without the prior written agreement of the Grantor.
- 4.2 The Grantee shall use its best endeavours to achieve each of the Milestones by the applicable due date set out in **Schedule 1** which may be varied only with the Grantor's prior written agreement.
- 4.3 Where the Grantee has obtained additional funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be listed separately together with a clear description of what that funding shall be used for included in the budget in **Schedule 2** together with a clear description of what that funding shall be used for.
- 4.4 The Grantee shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Grantee entered into before the Commencement Date nor any liabilities arising at the end of the Project including any redundancy liabilities

unless this has been approved in writing by the Grantor.

- 4.5 The Grantee shall not spend any part of the Grant on the delivery of the Project after the Grant Period unless agreed in writing by the Grantor.
- 4.6 The Grantee agrees to secure best value for money in all purchases of goods and services made for the purposes of the Project and to obtain quotes (where practicable and in accordance with the Grantees procurement policy) for the provision of all goods and services with a cost of £500 or more, and where the cost is £10,000 or more, if practicable obtain at least 3 written tenders.
- 4.7 Should any part of the Grant remain unspent at the end of the Grant Period, the Grantee shall ensure that any unspent monies are returned to the Grantor immediately unless agreed in writing by the Grantor.
- 4.8 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Grantee to deliver the Project must not be managed or paid for by the Grantee using the Grant. There will be no additional funding available from the Grantor for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Grantee's accounts as a restricted fund (restricted to the purposes for which it is given) and shall not be included under general funds.
- 5.2 The Grantee shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it and shall notify the Grantor immediately of any changes to its banking arrangements.
- 5.3 The Grantee 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 6 years following receipt of any Grant monies to which they relate. The Grantor shall have the right to review, at the Grantor's reasonable request, the Grantee'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 Grantee shall provide the Grantor with a copy of its annual accounts within six months (or such lesser period as the Grantor may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

5.5 The Grantee shall comply and facilitate the Grantor's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Grantor.

5.6 The Parties agree to include formal procedures to require all officers, members and employees to declare any personal or financial interest in any matter concerning the Project and to be excluded from any discussion or decision making relating to the matter concerned.

6. MONITORING AND REPORTING

6.1 The Grantee 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 and report the conclusions of such monitoring to the Grantor.

6.2 The Grantee shall ensure that the representatives named in **Schedule 1** shall attend and participate in all meetings arranged by the Grantor with the Grantee its representative and any third party to discuss the Project and use of the Grant at such times and places as the Parties shall reasonably require and shall permit representatives of the Grantor to observe any meetings the Grantee relating to the Project.

6.3 The Grantee shall provide the Grantor with monitoring reports referred to in Clause 3.3 above each quarter to update the Grantor on progress with respect to the agreed milestones etc. in such formats as the Grantor may reasonably require.

6.4 Where the Grantee has obtained funding from a third party for its delivery of part of the Project, the Grantee shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

6.5 Along with its first quarterly report referred to in clause 6.3, the Grantee shall provide the Grantor with a risk register and insurance review in the format provided by the Grantor.

6.6 The Grantee shall co-operate fully with any monitoring, evaluation or research which the Grantor or its representatives carry out in relation to the Project and use the Grant, including permitting reasonable access to its employees, agent, premises, facilities and records for such purposes.

6.7 The Grantee shall on request provide the Grantor with such information, updates, reports, evaluation and any other documents in relation to the Project and use of the

Grant in such form and at such times as the Grantor may reasonably require including without limitation surveys, research and analysis about the progress, outcomes and impact, anonymised information about participants, copies of papers and minutes from relevant governance meetings, risk registers, accounts detail of all costs and expenses incurred on the Project and all associated evidence and documentation.

- 6.8 The Grantee shall permit any person authorised by the Grantor such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grantee's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.9 The Grantee shall permit any person authorised by the Grantor for the purpose to visit the Grantee once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Grantor 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.
- 6.10 The Grantee acknowledges that the BIS and or their representatives and advisers have the right to inspect the Project at any time and from time to time and to require such further information to be supplied by the Grantor as he or they see fit including calling meetings if necessary. Such further information may include but is not limited to information concerning the financial position of the Grantee. The grantee shall co-operate with the Grantor in the providing any such information as requested by BIS.
- 6.11 The Grantee shall provide the Grantor with a final Project Completion and Evaluation report within one calendar month of completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed in accordance with the project activities and milestones set out in **Schedule 1**.
- 6.12 The Grantee shall provide the Grantor with such further proportional, additional information as may be required by BIS from time to time to inform the national evaluation of the programme and in order to evaluate the outcomes of the Project
- 6.13 The Grantee shall take part in learning network sharing learning experience and technology achievements of their Projects with other participating authorities through conference calls, webinars, online groups and attendance of a learning event. Progress on delivery of Project activities against milestones set out in Schedule 1 including explanation of any delays and corrective actions being taken.
- 6.14 Financial overview and up to date forecasts as well as details of spend incurred to date.

- 6.15 Any change in the nature or scale of the Project including an assessment of any change in the Projects success; any risks and issues identified that the Grantor need to be aware of.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Grantee shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Grantor as the source of the Grant.
- 7.2 The Grantee shall not publish any materials, public statements and promotion relating to the Project or the Grantor in any form, whether written or oral and including without limitation on the Grantees website without the prior written agreement of the Grantor. The Grantee shall acknowledge the support of the Grantor 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 Grantor) shall include the Grantor's name and logo (or any future name or logo adopted by the Grantor) using the templates provided by the Grantor from time to time.
- 7.3 In using the Grantor's name and logo, the Grantee shall comply with all reasonable branding guidelines issued by the Grantor from time to time.
- 7.4 The Grantee agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Grantor.
- 7.5 The Grantor may acknowledge the Grantee's involvement in the Project as appropriate without prior notice.
- 7.6 The Grantee shall comply with all reasonable requests from the Grantor to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Grantor and or the Grantee in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Grantor and the Grantee 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 Grantor or the Grantee (or their licensor) shall be clearly identified in writing to the other Party and before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

- 8.2 Where the Grantor has provided the Grantee with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Grantee 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 Grantor.

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
 - (c) 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 Grantee acknowledges that the Grantor is not as of the date of this Agreement bound by the requirements of the Freedom of Information Act 2000 (FOIA). The Grantor has a policy of complying with the spirit of the FOIA and accordingly the Grantee shall assist and co-operate with the Grantor to enable the Grantor to comply with information disclosure requirements.
- 10.2 The Grantee shall:
- (a) transfer the request for information to the Grantor as soon as practicable after receipt and in any event within 3 Business Days of receiving a request for information;

- (b) provide the Grantor with a copy of all information in its possession or power in the form that the Grantor requires within 5 Business Days (or such other period as the Grantor may specify) of the Grantor requesting that information; and
 - (c) provide all necessary assistance as reasonably requested by the Grantor to enable the Grantor 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 EIR.

- 10.3 The Grantor 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 EIR 2004;
 - (b) is to be disclosed in response to a request for information, and in no event shall the Grantee respond directly to a request for information unless expressly authorised to do so by the Grantor.

- 10.4 The Grantee acknowledges that the Grantor 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 EIR to disclose information:
 - (a) without consulting with the Grantee; or
 - (b) following consultation with the Grantee and having taken its views into account,

provided always that where clause 10.4(b) applies the Grantor shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Grantee advanced notice, or failing that, to draw the disclosure to the Grantee's attention within 5 Business Days after any such disclosure.

- 10.5 The Grantee shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Grantor to inspect such records as requested from time to time.

11. DATA PROTECTION

The Grantee shall (and shall procure that any of its staff involved in connection with the activities under this Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both Parties will duly observe all their obligations under the DPA, which may arise in connection with this Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Grantor's intention is that the Grant will be paid to the Grantee in full. However, without prejudice to the Grantor's other rights and remedies, the Grantor 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 Grantee uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Grantee has failed to provide the Grantor with a reasonable explanation for the delay;
- (c) the Grantor considers that the Grantee has not made satisfactory progress with the delivery of the Project;
- (d) the Grantee is, in the reasonable opinion of the Grantor, delivering the Project in a negligent manner;
- (e) the Grantee obtains duplicate funding from a third party for the Project;
- (f) the Grantee obtains funding from a third party which, in the reasonable opinion of the Grantor, undertakes activities that are likely to bring the reputation of the Project or the Grantor into disrepute;
- (g) the Grantee provides the Grantor with any materially misleading or inaccurate information;
- (h) the Grantee commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Grantee 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 Grantor, bring or are likely to bring the Grantor's name or reputation into disrepute;
- (j) the Grantee ceases to operate for any reason, or 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);
- (k) the Grantee 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
- (l) the Grantee fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 Business Days of receiving written notice detailing the failure.

12.2 The Grantor will also cease payment of Grant to the Grantor where BIS ceases payment to the Grantor in respect of the Programme. This may apply in the following circumstances where BIS considers

- i) that the future of the Project is in jeopardy;
- (ii) that progress towards completion of the Project is unsatisfactory or if the Project is not completed by end of June 2014 or, BIS considers there is no longer any reasonable prospect of the Project being completed by that date,
- (iii) there is a change in the nature or scale of the Project which BIS considers is substantial;
- (iv) an asset, the cost of which has been included in the net eligible costs, is not used for the purpose of the Project or otherwise not in accordance with the detailed proposal submitted to the Department;
- v) the Grantor does not comply with or observe any condition of the Grant Offer Letter between the Grantor and BIS.

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

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

12.5 Should the Grantee 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 Grantor as soon as possible so that, if possible, and without creating any legal obligation, the Grantor will have an opportunity to provide assistance in resolving the problem or to take action to protect the Grantor and the Grant monies.

13. ANTI-DISCRIMINATION

13.1 The Grantee 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.

- 13.2 The Grantee shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Grantee and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Grantee 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 Grantee were a public body (as defined in the Human Rights Act 1998).

- 14.2 The Grantee shall undertake, or refrain from undertaking, such acts as the Grantor requests so as to enable the Grantor to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Grantee shall indemnify and hold harmless the Grantor, 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 Grantee in relation to the Project, the non-fulfilment of obligations of the Grantee under this Agreement or its obligations to third parties.

- 15.2 The Grantor accepts no liability for any consequences, financial or otherwise for any expenditure, claim or liability, whether direct or indirect, arising out of the Project, the use of the Grant or from withdrawal or any non-payment of the Grant.

16. WARRANTIES

The Grantee 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 Grantor 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 Grantee which has been disclosed to the Grantor 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 Grantor or any of the Grantor's advisers, which might reasonably have influenced the decision of the Grantor 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.

17. INSURANCE

- 17.1 The Grantee shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Grantee, arising out of the Grantee'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):
- (a) public liability insurance with a limit of indemnity of not less than 5 million pounds (£5,000,000) in relation to any one claim or series of claims arising from the service; and
 - (b) employer's 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 service.
 - (c) professional indemnity insurance for a minimum of two million pounds (£2,000,000) for each occurrence.

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

18. DURATION

18.1 The terms of this Agreement shall apply from the date of this Agreement until 30th June 2014, the date of the expiry of the Grant Period unless otherwise authorised by BIS and notified in writing by the Grantor to the Grantee

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 Grantor may terminate this Agreement and any Grant payments on giving the Grantee three months written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

20.1 The Grantee may not, without the prior written consent of the Grantor, 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.

20.2 Where prior written consent has been given by the Grantor or where delivery jointly with or by any third party has been contemplated as part of the approved Project application the Grantee shall be accountable for the delivery of the Project in accordance with the terms and conditions set out in this Agreement.

21. 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.

22. 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, 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.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Grantor'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 representative or any other individual nominated by the Grantor from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 Business Days of the matter first being referred to the Project representative or other nominated individual, as the case may be, either party may refer the matter to the Project manager of the Grantor and the Project manager of the Grantee with an instruction to attempt to resolve the dispute by agreement within 28 Business Days, or such other period as may be mutually agreed by the Grantor and the Grantee.
- 23.3 In the absence of agreement under clause 23.2, 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.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Grantor and the Grantee, 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.

25. JOINT AND SEVERAL LIABILITY

Where the Grantee is neither a company nor an incorporated entity with a distinct legal personality of its own, or a body corporate (i.e. Local Authority) the individuals who enter into and sign this Agreement on behalf of the Grantee shall be jointly and severally liable for the Grantee's obligations and liabilities arising under this Agreement.

26. 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.

27. **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.

28. **ACCEPTANCE OF OFFER**

Acceptance of the offer of grant funding by the Grantor contained in the grant offer letter accompanying this Agreement constitutes agreement in full to the terms and conditions set out in this Agreement.

This Agreement and the Schedules to it constitutes the entire agreement and the understanding between the parties with respect to all matters which are referred to and shall supersede any previous arrangement(s) and or negotiations between the parties in relation to the matters referred to in this Agreement.

This Agreement is hereby signed and witnessed as follows:

By authorised signatory for and on behalf of **IDeA**

Name: Helen Platts

Title: Head of Business Development and Finance

Date: 4/12/13

in the presence of: TERESA O'CANSEY IDeA

SIGNED Helen Platts

By authorised signatory for and on behalf of London Borough of Barnet

Name: JOHN HODGSON

Title: DEPUTY CHIEF OPERATING OFFICER

Date: 18/12/13

in the presence of: [Signature] London Borough of Barnet

SIGNED [Signature]

SCHEDULE 1 Project Activities and Milestones

Schedule 1 - Local Government Breakthrough Funding [LGA to insert grant register reference number]

Title of Project: Barnet Data Store

Grantor: Improvement and Development Agency for Local Government

Address: Local Government House, Smith Square, London, SW1P 3HZ, www.local.gov.uk

Project Manager: Gesche Schmid, gesche.schmid@local.gov.uk, 020 7664 3290

Account Manager: Helen Wilkinson, helen.wilkinson@local.gov.uk, 020 7664 3181

Grantee Authority: London Borough of Barnet

Address: North London Business Park, Oakleigh Road South, London N11 1NP

Project Manager: Jennifer Obee, Head of Information Management jenny.obee@barnet.gov.uk 0208 359 4859

Any other contacts: Jon Hill, Information Management Officer jon.hill@barnet.gov.uk 0208 359 7072

Participating authorities and organisations

Project Contacts: Not applicable

Project Description: The design of a data portal, structure to be developed in consultancy with staff, according to users' needs and open data strategic priorities. Data sets are currently being identified through a cross council review, these will feed into a consultation on open data and transparency with residents and businesses later in the year. This will inform which data sets we prioritise for release on the open data portal. The deployment of data platform for publishing Barnet's open data sets. Open data training for ten staff members from portal providers. Technical support days over 1 year from CKAN consultancy.

List of Activities/Objectives for which the Grant is being paid

Design and deployment of data portal

Hosting of portal by Barnet IS provider
 Technological training for ten council staff members, to include Information Management team and data officers
 Technical support days from provider

Details of Grand Allocations: (see Table 1 below)

Additional provision or assumptions:

The cost of the design and deployment of the data portal shall fall in line with the original estimate provided in the funding application

Data review produces data sets to make open, necessary data quality work identified.

Transparency and Open Data Consultation with residents, service users, businesses, and developers - on what data they want to see and how they want to see it.

We will be encouraging and working with local partners through an insight and information sharing network with local partners to release open data and information. We will invite partners to publish on this site creating a rich source of local data. We cannot make guarantees about partners' activities.

Table 1: Fund allocation per activity

Task / Activity	Outputs	Dates of Commencement of Activity	Date of Completion of Activity	Costs
1.				
Design and deployment of portal, in conjunction with staff and user feedback <ul style="list-style-type: none"> Barnet Data Store designed 	The creation and implementation of an accessible user friendly platform suited to our open data architecture and viewing requirements.	January 2014	March 2014	£20,000 exc. VAT

Task / Activity	Outputs	Dates of Commencement of Activity	Date of Completion of Activity	Costs
<p>with input from external consultation (supported by the 'Open Council' engagement strategy led by senior management) and council staff.</p> <ul style="list-style-type: none"> • Update processes for data sets from data bases explored and initiated. • Data store deployed and initial data sets uploaded. 	<p>A "one-stop shop" for Barnet data, allowing for both datasets and documents from disparate business areas to be incorporated in one accessible place.</p> <p>A broad selection of data sets from ongoing data review (e.g. parking data, social care, schools data) to be incorporated on the portal at go-live</p> <p>Use of CKAN system (also used by data.gov.uk) will ensure that data is user-friendly across a number of platforms by various partners and outside organisations</p>			
Subtotal				£20,000
2.				
<p>Technological training</p> <p>10 council staff receive five day training course on:</p> <ul style="list-style-type: none"> • Open Data Fundamentals • Open Data Technology for Developers / Contributors 	<p>Cross-council training ensuring that core 'Transparency Champions' have knowledge of the transparency agenda and technical expertise with regard to updating and managing the portal and the data on it.</p> <p>Expertise disseminated throughout the organisation, through Transparency Champions.</p>	March 2014	March 2014	£10,500 exc. VAT

Task / Activity	Outputs	Dates of Commencement of Activity	Date of Completion of Activity	Costs
<ul style="list-style-type: none"> Open Data Management Data Analysis & Visualisation 	Increased knowledge should lead to a greater ability throughout the organisation to identify eligible datasets.			
Subtotal				£10,500
3.				
Hosting of portal by Barnet IS provider <ul style="list-style-type: none"> Launch of data portal and year-long hosting of portal 	Infrastructure in place to maintain the portal	January 2014	April 2014	£5,000 exc. VAT
Subtotal				£5,000
4.				
CKAN technical support days <ul style="list-style-type: none"> Software management and support: available to draw down ad-hoc over 12 months; minimum of three hours per support request. available for bug-fixing, general support/training, minor site changes and modifications; access to a dedicated support 	Ongoing support for one year ensuring that Barnet data portal is maintained and continues to be operational. Additional tailoring of site as required, ensures that portal is adaptable to changing needs Help with additional data harvesting and integration with wider data community as required	April 2014	May 2014	£8,300 exc. VAT

Task / Activity	Outputs	Dates of Commencement of Activity	Date of Completion of Activity	Costs
mailing list and a project manager. Aim to respond to contact within 24 hours during weekdays. Work will then be allocated, planned and added to the queue.				
Subtotal				£8,300
PROGRAMME TOTAL				£43,800

29. THE PROVISIONS OF THIS FUNDING ALLOCATION ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE GRANT FUNDING AGREEMENT.

30. THE NET ELIGIBLE COSTS SHALL BE THE COSTS WHICH ARE PROPERLY ATTRIBUTABLE EXCLUSIVELY TO THE PROJECT EXCLUDING AND DEDUCTING (AS MAY BE APPROPRIATE) FROM THE AMOUNT OF SUCH COSTS:-

- (a) Input Value Added Tax
- (b) Any grant under the Industrial Development Act 1982 received or receivable by the Company in respect of the Project;
- (c) Any other grant from any public authority (as defined in paragraph 13 of this Grant Offer Letter) received or receivable in respect of the Project;
- (d) Interest, service charges and interest arising from hire purchase, leasing and credit arrangements;
- (e) any addition for profit by the Company and profit earned by any company in the Company's group as a result of work relevant to the Project undertaken or sub-contracted to such company by the Company. For the purposes of this sub-

paragraph “group” means any holding company of the Company and any subsidiary of such holding company or of the Company, and “holding company” and “subsidiary have the respective meanings assigned to them in Section 1162 of the Companies Act 2006.

SCHEDULE 2

Additional Funding From Third Party (ies) Received for the Project

NONE

SCHEDULE 3 GRANT CLAIM FORM AND BANK DETAILS**Annex 1****Grant claim form for Local Government Breakthrough Funding 2013-015 permitted to claim Grant in Advance**

Title of project: Barnet Data Store

Grantee authority: London Borough of Barnet

Project contact: Jennifer Obee, Head of Information Management

This claim form should be completed by an authorised senior officer of the London Borough of Barnet and returned to Gesche Schmid, programme manager transparency, gesche.schmid@local.gov.uk at the Improvement and Development Agency, Local Government House, Smith Square, London, SW1P 3HZ, for the period [enter period]

The grant claim needs to include:

- Performance on delivery of Project activities against milestones set out in Schedule 1.
- Financial overview and up to date forecasts as well as detail of spend incurred to date.
- Any change in the nature or scale of the Project including an assessment of any change in the Projects success; any risks and issues identified that the Grantor need to be aware of.

	Claim for [insert month]
a. Forecast expenditure for spend incurred to date	£
b. Actual expenditure for spend incurred to date	£
c. Unspent/overspent grant at end of the spend period	£ [a-b]
d. Forecast expenditure for the remainder of the project period (see breakdown)	£
e. Amount of BIS grant claimed for this period	£ [d-c]
TOTAL CLAIMED to Date	£

1. The provisions of this claim subject to the terms and conditions of the grant funding agreement.
2. The net eligible costs shall be the costs which are properly attributable exclusively to the Project excluding and deducting (as may be appropriate) from the amount of such costs:-
 - (a) Input Value Added Tax
 - (b) Any grant under the Industrial Development Act 1982 received or receivable by the Company in respect of the Project;
 - (c) Any other grant from any public authority (as defined in paragraph 13 of this Grant Offer Letter) received or receivable in respect of the Project;
 - (d) Interest, service charges and interest arising from hire purchase, leasing and credit arrangements;
 - (e) any addition for profit by the Company and profit earned by any company in the Company's group as a result of work relevant to the Project undertaken or sub-contracted to such company by the Company. For the purposes of this sub-paragraph "group" means any holding company of the Company and any subsidiary of such holding company or of the Company, and "holding company" and "subsidiary" have the respective meanings assigned to them in Section 1162 of the Companies Act 2006.

I certify that:

- the above claim is made in accordance with the Grant Offer Letter and Terms and Conditions of the Grant Funding Agreement for the [insert programme/activity];
- the grant received and spent has been used wholly for the purposes for which it was given; and
- the amount of grant claimed on this form represents expenditure incurred or to be incurred for the purposes for which grant is given.

Signed by person authorised to sign on behalf [insert name of the body]	
Date	
Signature	
Name (please print)	
Position in organisation	