

DATED

2023

**BLACKBURN WITH DARWEN BOROUGH COUNCIL**

- and -

**RIBBLE VALLEY BOROUGH COUNCIL**

**LOCALITIES GRANT AGREEMENT**

**IN RELATION TO THE LOCAL DELIVERY PILOT – TOGETHER AN ACTIVE FUTURE – PENNINE  
LANCASHIRE**

**CONFIDENTIAL**

**LOCAL DELIVERY PILOT  
LOCALITIES GRANT AGREEMENT**

**DATE OF AGREEMENT:**

2023

**BETWEEN**

- (1) **Blackburn with Darwen Borough Council**, a local Council, of Old Town Hall, King William Street, Blackburn 7DY (the "Lead Council"); and
- (2) **RIBBLE VALLEY Borough Council**, a local council, of Council Offices, Church Walk, Clitheroe, BB7 2RA (the "District Council")

**BACKGROUND**

The English Sports Council ("Sport England") has developed a programme to invest Lottery funding in selected grassroots projects that focus intensively on a specific local area. The core purpose of the investment is to identify innovative solutions to make it easier for people in these areas to access sport and physical activity.

The projects will look at how to break down the barriers that stop people getting active, such as poor transport, safety, cost and confidence. And they will encourage wider, collaborative partnerships which look at how all parts of a community can better work together to help the most inactive. This will include working with organisations beyond the sport sector such as voluntary groups, social enterprises, faith organisations and parenting groups.

Pennine Lancashire has been selected as one of the 12 Local Delivery Pilots (the "Pennine Lancashire LDP") and the Lead Council will act as the lead for the Pennine Lancashire LDP on behalf of the districts within Pennine Lancashire.

**NAME AND BRIEF DESCRIPTION OF PILOT**

Pennine Lancashire is made up of 6 Districts, Blackburn with Darwen, Burnley, Hyndburn, Pendle, Ribble Valley and Rossendale (each a "District" together the "Districts") and is home to over 530,000 residents. It is made up of industrial mill towns with a rural landscape and suffers significant health & wealth deprivation. Pennine Lancashire has significant areas of deprivation and significant levels of physical inactivity inequalities. It has some of the worst health outcomes in the country with life expectancies in Burnley, Hyndburn and Blackburn with Darwen all ranking in the bottom 20 of more than 350 local authorities. The Lead Council is the accountable body acting on behalf of the Districts to ensure successful delivery of the Pilot, acting always in the best interests of all the Districts. The Lead Council has entered into a Funding Agreement with Sport England (the "Funding Agreement") and has committed to entering into separate agreements with each District which shall be substantially based on the terms of the Funding Agreement and the Delivery Partner Terms. Any obligations contained within the Funding Agreement which shall be the responsibility of the District Council shall be passed down to the District Council into this Agreement.

The LDP - Together an Active Future ("**TaAF**") is positioned strategically within the Pennine Lancashire Health and Social Care Transformation Programme as a priority within the prevention strand. The Transformation programme represents a clear commitment to working strategically and differently across Pennine Lancashire to address health and activity challenges. Ambitious

outcomes are set out including reduction in demand for the Health & Social Care system, and more place and community-led approaches resulting in changes in how statutory organisations commission, evaluate and promote mental and physical wellbeing.

The LDP reflects alignment and a shared vision for the delivery of physical activity and sport which has not been seen previously across the Pennine population. The LDP aim of getting more people in Pennine Lancashire more active is seen as having a key role in the broader outcomes needed to transform the quality of life for people and communities. The focus in particular is on those with, or at risk of, mental well-being challenges.

This will be referred to as the "**Pilot**".

#### **GRANT AWARD**

Sport England has awarded a Pathfinder grant to the Lead Council on behalf of the Pennine Lancashire LDP. The maximum amount of the confirmed award is up to £3 million pounds. The grant is revenue funding with £3,000,000.00 (Three Million pounds) ("**Hard Commitment**")

The total confirmed award will be referred to as the "**Award**", which the Lead Council shall be responsible for distributing to the Districts, in accordance with Appendix 2 - Initial Project Plan. The total amount of the Award allocated to the District Council is £200,630 (Two hundred thousand, six hundred and thirty pounds) (the "Award Allocation")

#### **DURATION OF AGREEMENT**

The term of this Agreement will commence on the date of this Agreement and end on 31 March 2025 (the "**Term**"). If the term of the Funding Agreement is extended by Sport England then to ensure delivery of its obligations in its sole and absolute discretion the Lead Council may, by providing the same amount of notice (provided to it by Sport England under the Funding Agreement) to the District Council prior to 31 March 2025, extend the Term of this Agreement by up to twelve months.

#### **AGREEMENT STRUCTURE**

This Agreement comprises the previous page, this page and the following schedules:

**Schedule 1 – Strategic Purpose**

**Schedule 2 – Delivery**

**Schedule 3 – Pilot Evaluation and Reporting**

**Schedule 4 – Payment of Award**

**Schedule 5 – General Terms**

**Appendix 1 – Outcomes**

**Appendix 2 – Initial Project Plan**

**Appendix 3 – Initial Cost Plan**

**Appendix 4 – Delivery Partner Terms**

**Appendix 5 – Part 1 - Taaf Local Delivery Governance Structure**

**Part 2 - Personnel**

**Appendix 6 – Claim Form**

**The parties agree to this Agreement and have executed and delivered it as a deed on the date set out at the beginning of it.**

THE COMMON SEAL of BLACKBURN        )  
WITH DARWEN BOROUGH COUNCIL was )  
here unto Affixed in the presence of :-        )

Authorised Officer:

No.                in Seal Register

THE COMMON SEAL of the                )  
RIBBLE VALLEY BOROUGH COUNCIL was )  
here unto Affixed in the presence of:

the Mayor

Chief Executive

## **SCHEDULE 1 – STRATEGIC PURPOSE**

The "**Strategic Purpose**" of the Pilot is as follows:

- 1.1 Pennine Lancashire are one of the 12 Local Delivery Pilots in which Sport England is investing in to better understand how places can work to help people to be active in their community.
- 1.2 The LDP has a focus on inactive people with or at risk of mental wellbeing challenges and its aims are;
  - 1.2.1 Have more people more active in Pennine Lancashire
  - 1.2.2 Understand the true reasons why people are inactive
  - 1.2.3 Make it easier for people to be more active
  - 1.2.4 Deliver a learning pilot that is shaped by the people of Pennine Lancashire
  - 1.2.5 Ensure there are strong lasting physical activity opportunities
- 1.3 The Pilot's aims and long-term ambitions are underpinned by a clean and robust approach designed to really understand people, engage creatively, inspire partnerships and encourage involvement in social and physical activity – from doing nothing to something and something to more.
- 1.4 It is important that there is a consistent and recognisable approach for TaAF embedded across the Districts that make up Pennine Lancashire. Subsequently a culture and a set of behaviours have been developed which include the look, sounds and feel of TaAF and the use of Creative Engagement, which need to be fully embedded within the Pilot as it progresses.
- 1.5 A design framework and 9 design principles were developed, which have subsequently been used as the basis for the development and ultimately will inform the delivery of each workstream. The principles were designed to provide guidance, support and flexibility to ensure plans will make a difference. In doing so the principles have provided both the Core Team and Sport England with assurance that the aims and objectives of the pilot would be met. The 9 principles are as follows;
  - 1.5.1 Demonstrate how ideas, plans and projects will help inactive people
  - 1.5.2 Demonstrate involvement of local people in gaining insight and building solutions
  - 1.5.3 Demonstrate consideration of the diversity of the local community
  - 1.5.4 Demonstrate an understanding of what needs to be different to make a difference
  - 1.5.5 Willingness to be bold, try new things, and dare to be different
  - 1.5.6 Demonstrated collaborations and partnerships that strengthen local delivery and build sustainable capacity in the long term
  - 1.5.7 Demonstrate consideration of a whole system approach
  - 1.5.8 Participate in the test and learn approach
  - 1.5.9 Demonstrate sustainability going forwards

- 1.6 This work is co-ordinated through the roles listed at Appendix 5 Part 2 along with the LDP funded Core Team roles Locality plans are driven by identified Leads, through local network groups.
- 1.7 The Pennine Lancashire LDP will be delivered within the remit of the TaAF Local Delivery Governance Structure (the “Governance Arrangements”) – attached at Appendix 5 Part 1.

## **Schedule 2 – Delivery**

### **2. DELIVERY**

- 2.1 The Lead Council as accountable body is responsible for the distribution of the Award to the Districts. The Lead Council has overall responsibility as agreed under the Governance Arrangements for the delivery of the Pilot and shall monitor to ensure the Districts use the Award to achieve the Strategic Purpose and the outcomes set out in Appendix 1 (the "**Outcomes**"). The Lead Council shall distribute the Award in the sums set out in Appendix 2. The District Council must not spend or use any of the Award Allocation for any other purpose.
- 2.2 The District Council does not commit to achieving the Outcomes, and failure to achieve the Outcomes will not in itself be a breach of this Agreement. Nevertheless Sport England through the Funding Agreement will, on an ongoing basis during the Term, take achievement against the Outcomes into account in determining whether to continue funding the Award, which the Lead Council will need to report on. The Lead Council will monitor the District Councils achievement of the Outcomes every quarter at the Taaf Core Team meeting and every six months at the Pennine Lancashire Partnership Leaders Forum as set out in the Governance Arrangements.

### **3. PROJECT PLAN**

- 3.1 In delivering the Pilot the District Council will draft and comply with a project plan, in a form approved by the Lead Council from time to time, setting out how the Award Allocation will be spent and the Delivery Partners that it wishes to engage (the "**Project Plan**"). The District Council will update the Lead Council at the TaAF Core Team meeting against the Project Plan. [The initial Project Plan is included in Appendix 2].
- 3.2 The District Council will keep the Project Plan under review on an ongoing basis and where appropriate will propose changes to it to reflect the development of the Pilot and what it has learned in delivering the Pilot. Each Pilot will have been allocated a Sport England Local Delivery Lead. The District Council will obtain the Sport England Local Delivery Leads approval for any significant changes to the Project Plan.
- 3.3 As a minimum the District Council will provide an updated draft of the Project Plan to the Lead Council at the same time as it provides each formal report as required by Schedule 3.
- 3.4 Under the Funding Agreement Sport England will act reasonably in deciding whether to approve or reject an updated draft Project Plan submitted by the Lead Council on behalf of the District Council. The Lead Council will amend the updated draft Project Plan on behalf of the District Council to reflect any reasonable comments that Sport England may have, and then re-submit to Sport England for approval (if requested by Sport England this process will be repeated). The Lead Council will share the iterations of the Project Plan with the District Council. The updated and approved Project Plan will then be returned to the District Council.

### **4. COST PLAN**

- 4.1 In spending the Award Allocation the District Council will comply with a cost plan, in a form approved by the Lead Council from time to time, that sets out sufficient detail to enable the Lead Council to ascertain and report to Sport England on how the District Councils Award Allocation will be spent, including details of how much will be spent with each of the Delivery Partners (the "**Cost Plan**"). The initial Cost Plan is included in Appendix 3.



- 4.2 The District Council will be entitled to re-allocate expenditure from one line item on a Cost Plan to another line item (eg from one Delivery Partner to a different Delivery Partner) without the requirement for the Lead Council to obtain Sport England's approval before doing so, provided that:
- (a) the total re-allocated expenditure in any six month period does not exceed 20% of the total amount of approved expenditure for that period; and
  - (b) this will not entitle the District Council to re-allocate any expenditure to a category of expenditure that was not set out as a line item in an approved Cost Plan unless otherwise approved in advance by Sport England or the Sport England Local Delivery Lead.
- 4.3 Prior to making any minor variations to the Cost Plan, the District Council will need to obtain the agreement of the Sport England Local Delivery Lead in consultation with the Lead Council. This agreement must be in writing and can be via email correspondence.
- 4.4 At least 14 days prior to the end of each six month period during the Term the District Council will provide to the Lead Council for Sport England's approval:
- (a) a breakdown of amounts actually spent in that six month period, together with supporting evidence, reconciled against the Cost Plan for that period; and
  - (b) an updated draft of the Cost Plan covering the following six month period.
- 4.5 Under the terms of the Funding Agreement Sport England will act reasonably in deciding whether to approve or reject an updated draft Cost Plan. The District Council will amend the updated draft Cost Plan to reflect any reasonable comments that the Lead Council receive from Sport England, and then re-submit to the Lead Council for Sport England approval (if requested by Sport England and/or the Lead Council this process will be repeated).
- 4.6 The District Council will share the updated Cost Plan with the Lead Council at the Taaf Core Team Meeting and at the meeting of the Pennine Lancashire Partnership Leaders Forum.

## 5. **DELIVERY PARTNERS**

- 5.1 The District Council may use third parties to deliver the Pilot ("**Delivery Partners**"). The Delivery Partners that the District Council intends to use will be set out in the Project Plan and the amount of the Award Allocation to be spent through each Delivery Partner will be set out in the Cost Plan.
- 5.2 The District Council will ensure that it enters into a written contract with each Delivery Partner using the form of contract set out in Appendix 4 or any other form of contract that the Lead Council confirms has been approved by Sport England in writing.
- 5.3 The requirements of paragraphs 5.1 and 5.2 will not apply to:
- (a) any contract for the provision of goods or services which has an annual value of less than £25,000; or
  - (b) any contract with a professional service provider where the contract has been approved by Sport England,

provided that in either case the relevant contract must acknowledge that the District Council is using Lottery funding and otherwise comply with any applicable requirements of Schedule 5.

5.4 Except where expressly confirmed in writing by the Lead Council that Sport England have approved otherwise the District Council :

- (a) may only make payments of the Award to Delivery Partners, or counterparties to contracts referred to in paragraph 5.3, as payment for the provision of services or goods; and
- (b) will not otherwise use the Award to make any grant, distribution, award, gift, loan or other payment to a Delivery Partner or any other person.

If Sport England does give its approval to the Lead Council under this paragraph 5.4, the District Council will comply with any conditions that Sport England stipulates at the time.

## **6. LOCAL DELIVERY PILOT PERSONNEL**

The District Council will from time to time notify the Lead Council of the personnel that it will use to deliver the Pilot. The initial personnel are set out in Appendix 5. The District council will inform the Lead Council in respect of any change in personnel for any senior leadership and decision-making posts, and other such roles that Sport England notifies to the Lead Council as critical from time to time and will obtain the Lead Councils involvement in any replacement personnel that the District Council proposes to appoint in any of the roles that are identified in Appendix 5 as "critical". The positions listed at Appendix 5 may be amended following Sport England's approval of the locality plan relating to Ribble Valley.

## **7. INTERACTION WITH SPORT ENGLAND AND THE LEAD COUNCIL**

7.1 The Lead Council will from time to time notify the District Council of the names and contact details of the Lead Council and Sport England personnel who should be contacted in connection with different aspects of the Pilot and this Agreement including:

- (a) the personnel that will undertake the roles referred to in Schedule 3;
- (b) the personnel authorised to give approvals that are required under this Agreement; and
- (c) the address to which formal notices must be sent (unless notified otherwise this will be: Head of Legal Services ,Blackburn with Darwen Borough Council, Town Hall, King William Street, Blackburn, BB1 7DY.

7.2 In order for an approval from Sport England to have been validly given to the Lead Council where required under this Agreement, which the District Council wish to rely on, it must have been confirmed in writing (which may be by email) by an authorised representative of Sport England.

### **SCHEDULE 3 – PILOT EVALUATION AND REPORTING**

#### **1. SPORT ENGLAND GENERAL EVALUATION FRAMEWORK**

The Lead Council will use Sport England's general evaluation framework, as updated from time to time, to evaluate the Pilot throughout the Term. The general evaluation framework is available at <https://evaluationframework.sportengland.org/> or any other url(s) that Sport England notifies to the Lead Council from time to time. The District Council will comply with the same general evaluation framework.

#### **2. SPECIFIC EVALUATION FRAMEWORK**

2.1 In consultation with Sport England the Lead Council will develop, and keep up-to-date, an evaluation framework that is specific to the Pilot, including a methodology for measuring achievement against the Strategic Purpose, the Outcomes and the Project Plan. The Lead Council must use one or more independent evaluators to develop or update this specific evaluation framework.

2.2 The Lead Council will obtain Sport England's approval for the specific evaluation framework and any updates to it (the approved version being the "**Specific Evaluation Framework**"), and will make any changes to it that Sport England reasonably requests from time to time.

2.3 The Lead Council will use the Specific Evaluation Framework to evaluate the Pilot. The District Council will comply with the Specific Evaluation Framework.

#### **3. ONGOING INVOLVEMENT AND FEEDBACK**

3.1 The Lead Council will ensure that Sport England is kept fully informed of the progress of the Pilot throughout the Term, and the District Council will support the Lead Council by providing any information needed to update on the progress of the District Councils projects. This will include, on an ongoing basis:

- (a) cooperating with Sport England's representatives and enabling them to visit and operate from the District Councils premises and other premises or sites used in the delivery of the Pilot;
- (b) briefing, both pro-actively and upon request, Sport England's representatives on the progress of the Pilot; and
- (c) pro-actively providing to Sport England any material information, and providing any other information as agreed with, or reasonably requested by, Sport England.

3.2 The Lead Council will have control of the conduct and delivery of the Pilot, but will take reasonable account of any comments and feedback given by Sport England. The District Council will support the Lead Council in ensuring that all information needed from the District Council to allow the Lead Council to comply with the relevant obligations under the Funding Agreement in this clause 3 shall be provided in a reasonable and timely manner.

#### **4. FORMAL REPORTING AND ASSESSMENT**

4.1 At the end of April and again at the end of September in each year during the Term the Lead Council is required to deliver to Sport England a formal report giving details of the process learning arising from the Pilot. Annually from the date on which the baseline measures for the Pilot are agreed by Sport England, the Lead Council will deliver to Sport England a formal report on the impacts that the Pilot has had. Each formal report will include an assessment of the achievement against the Outcomes and will use both Sport England's general evaluation framework and the Specific Evaluation Framework. In

addition the Lead Council will deliver a report at the end of the Term which gives details of the process learning and impacts arising from the Pilot, as well as the overall conclusions that the Lead Council has drawn from the Pilot. The District Council will provide the Lead council with the necessary information in a reasonable and timely manner to enable the Lead Council to discharge its obligations under this Clause 4 and the Funding Agreement.

- 4.2 The District Council will provide the necessary information required by the Lead Council under Clause 4.1 at least every quarter at the Taaf Core Team Meeting and this shall be reported by the Lead Council on a six monthly basis at the Pennine Lancashire Partnership Leaders Forum.
- 4.3 Following delivery of each formal report, the Lead Council and at least one member of Sport England's Board or Executive Team, or a different Sport England representative, will meet with the District Council to discuss the report and the progress of the Pilot more generally. If requested by Sport England this meeting may take place in conjunction with a visit to one of the local sites used in the delivery of the Pilot. Each formal report, together with the subsequent discussions and visits, will together be referred to as the "**Formal Evaluation**".

#### **SCHEDULE 4 – PAYMENT OF AWARD**

##### **5. PAYMENT OF AWARD**

- 5.1 Sport England will pay the Award to the Lead Council in accordance with, and subject to, the terms of the Funding Agreement. The Lead Council will pay the Award Allocation to the District Councils in accordance with, and subject to, the terms of this Agreement.
- 5.2 Amounts that are described in the Funding Agreement as having been awarded "in-principle" will not be part of the Award (and so Sport England will not be obliged to pay them) unless Sport England confirms them by providing notice in writing to the Lead Council. If Sport England increases the Award, the Lead Council will apportion the Award in accordance with the Investment Framework approved and agreed by the Pennine Lancashire Partnership Leaders Forum and their decision will be final in deciding whether to increase the amount of Award Allocation to the District Council.

##### **6. DRAWDOWN**

- 6.1 The Award will be available for drawdown by the Lead Council during the period commencing on the date of the Funding Agreement and ending on 31 March 2024 or such later date as Sport England may approve in its sole and absolute discretion under the Funding Agreement (the "**Drawdown Period**"). The District Council will be able to drawdown its Award Allocation during the Drawdown Period. The Lead Council and/or the District Council will not be entitled to any further payments after the end of the Drawdown Period, even if the Award limits have not been reached.
- 6.2 In order to draw down the Award Allocation from the Lead Council, the District Council will deliver a claim form, in the form set out in Appendix 6, setting out a request for payment of part of the Award Allocation (the "**Claim Form**").
- 6.3 The District Council may only submit a Claim Form in respect of a Cost Plan that has been approved by Sport England and confirmed to the Lead Council in accordance with Schedule 2. The amount requested will be the amount set out in the relevant approved Cost Plan for expenditure in the following six month period, less any amounts that have already been paid by Sport England but not spent by the District Council in the preceding six month period.

##### **7. CONDITIONS TO PAYMENT**

- 7.1 The Lead Councils obligation to pay the Award Allocation to the District Council is subject to:
- (a) Receipt of the Award from Sport England; and
  - (b) its approval of a Cost Plan for the period for which payment is requested by the Lead Council; and
  - (c) Sport England being satisfied with the progress of the Pilot following each Formal Evaluation, taking into account achievement against the Strategic Purpose and the Outcomes.
- 7.2 The District Council will not make any binding commitment to pay Delivery Partners, or any other binding commitment to pay a third party, unless the relevant amount has been included in a Cost Plan that has been approved by Sport England and issued to the District Council via the Lead Council.

## **SCHEDULE 5 – GENERAL TERMS**

### **8. GENERAL CONDITIONS**

- 8.1 The District Council will undertake the Pilot diligently and in good faith, and will comply with all applicable laws in connection with the Pilot.
- 8.2 The District Council shall ensure that it has an appropriate equality policy, and if the Pilot involves work with children, young people and/or adults at risk it must also have an appropriate safeguarding policy and procedure. The District Council will also obtain all approvals and licences and any profile checks required by law or by Sport England from time to time. The District Council shall procure that any Delivery Partner and/or third party organisation that is carrying out services related to the Pilot and/or managing the Pilot complies with the obligations in clause 8.1 and this clause 8.2, and shall provide the District Council with a copy of its equality and/or safeguarding policy.
- 8.3 The District Council will at all times maintain and operate a conflict of interest policy that is appropriate for an organisation that is receiving, using and dispensing public funds, such policy to include provisions ensuring that in reaching decisions, the members of the relevant decision-making committee or body of the District Council are not placed in a position where their personal interests might differ from those of the Applicant. The District Council will provide a copy of that policy to the Lead Council upon demand.
- 8.4 The District Council shall comply with Sport England's "A Code for Sports Governance ([https://www.sportengland.org/media/11193/a\\_code\\_for\\_sports\\_governance.pdf](https://www.sportengland.org/media/11193/a_code_for_sports_governance.pdf))" insofar as it applies to the District Council. The District Council must progress and achieve the requirements of the action plan agreed between the Lead Council and Sport England setting out the actions, steps required and timescales for compliance with the "A Code for Sports Governance". If the District Council fails to achieve the requirements of its Governance Action Plan, it will be deemed to be in material breach of this Agreement.
- 8.5 The District Council will ensure that there is no promotion, advertising, sponsorship, merchandising or sale of tobacco based products, whether by the District Council or any other person, in connection with the Pilot.
- 8.6 The District Council will acknowledge the Award publicly as reasonably requested by Sport England, including using the Sport England and/or National Lottery logos in such manner as Sport England may reasonably direct and engaging in publicity events. As and where appropriate, the District Council must use social media to acknowledge the investment by Sport England and the National Lottery using the appropriate handles. Guidance on this use of social media can be found at <https://brandtoolkit.sportengland.org/social-media/>.
- 8.7 The District Council recognises and will continue to recognise the contribution made by Sport England and the Award to the Pilot and to the implementation of the Pilot as reasonably required by Sport England. The District Council will acknowledge the Award in its annual report and, where related to the Award, in media interviews, press releases, on social media (including above and below the line advertising, twitter and facebook), at events or competitions and in publications including promotional material, and on-line publications. The guiding principle shall be to give appropriate and proportionate credit to the Award as an investment in the Pilot.
- 8.8 As and where appropriate, the District Council must feature the Sport England logo on all major publications and marketing materials including the Applicant's websites. If Lottery funding is used to partly or totally produce any such publications or marketing materials then the Sport England/National Lottery logo must be used instead of the Sport England

logo. Guidance on the use of these logos can be found at <http://brandtoolkit.sportengland.org/>.

- 8.9 Sport England warrants that Sport England or the National Lottery Commission (as applicable) has all rights and authorities required to license the District Councils use or display of the logos as described in clause 8.8.

9. **DATA**

- 9.1 The requirements of this clause are in addition to the reporting and evaluation requirements set out in Schedule 3.

- 9.2 The District Council will cooperate and collaborate with the Lead Council, Sport England, the Open Data Institute and other sports bodies in the development, adoption and maintenance of data standards for the collection of sports data. As and when reasonably required by Sport England and the Lead Council, the District Council will provide Sport England with data generated through the Pilot which can be used to support any Sport England and sector wide projects (such as the Sport England Data Hub) which are designed to help members of the public search for, book and play sports and, among other things, help Sport England and the Lead Council obtain a greater insight into the patterns of consumption of various sporting offers. For the avoidance of doubt, the District Council is not obliged to provide any data where doing so would result in the District Council breaching any Data Protection Laws.

- 9.3 The District Council will work with the Lead Council to agree a protocol on the sharing of data generated through the Pilot to help produce insight into consumer preferences.

- 9.4 The District Council will ensure that in undertaking the Pilot it will comply with all applicable laws and regulations relating to data protection, privacy and security, including the Data Protection Act 2018, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, Directive 2002/58/EC and any successor legislation, as implemented in the United Kingdom (the "**Data Protection Laws**"). Without prejudice to the generality of the preceding sentence, the District Council will ensure that it has in place appropriate and compliant data processing agreements with any relevant third party, including Delivery Partners.

- 9.5 The District Council will not provide any personal data (as defined in the Data Protection Laws) to the Lead Council. Consequently, the District Council will ensure that any data that it provides to the Lead Council as part of its reporting or other obligations has, if applicable, been anonymized to such an extent that it does not constitute personal data.

10. **WARRANTIES**

- 10.1 On the date of this Agreement the District Council warrants and represents to the Lead Council that:

- (a) the District Council is legally entitled to enter into this Agreement and undertake the Pilot, and entry into this Agreement and performance of the Pilot will not infringe any applicable laws or any rights of a third party
- (b) the District Council has not breached any applicable laws in connection with the entry into or performance of this Agreement;
- (c) the District Council is not aware of any fact or information which has not been disclosed to the Lead Council and which would reasonably be expected to be material to Sport England making available the Award for the Pilot; and

- (d) all of the information that the District Council has provided (or which has been provided on behalf of the District Council ) to the Lead Council for submission to Sport England is complete and accurate in all material respects.
- 10.2 Each of the warranties and representations set out in clause 10.1 will be deemed to be repeated each time that the District Council submits a Claim Form to the Lead Council for issue to Sport England.
- 11. **VAT AND AVAILABILITY OF LOTTERY FUNDING**
  - 11.1 The Award does not represent consideration for a taxable supply to Sport England and is therefore not subject to Value Added Tax ("VAT"). If HM Revenue and Customs rules that VAT is payable, then the amount of the Award payable by Sport England will be deemed to be inclusive of VAT. The District Council acknowledges that Sport England will not be obliged to make any further payment in addition to the Award in respect of any VAT.
  - 11.2 The Lead Council will not be obliged to make payment of the Award Allocation to the District Council if there are insufficient Lottery Funds for the Award made available by Sport England to the Lead Council.
- 12. **CLAWBACK AND TERMINATION**
  - 12.1 The District Council will repay such amount as the Lead Council may reasonably determine, up to a maximum amount equal to the amount of the Award Allocation that has been drawn down by the Lead Council and paid to the District Council, if any of the following (each a "**Clawback Event**") occurs:
    - (a) the District Council breaches any of the terms of this Agreement;
    - (b) the District Council or any of its personnel has committed an offence under the Bribery Act 2010 in connection with the Pilot;
    - (c) any of the following occurs in relation to the District Council:
      - (i) the District Council suspending, or threatening to suspend, payment of its debts, or being unable to pay its debts as they fall due or admitting inability to pay its debts, or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
      - (ii) the District Council commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or making a proposal for or entering into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the District Council with one or more other companies or the solvent reconstruction of the District Council;
      - (iii) a petition being filed, a notice being given, a resolution being passed, or an order being made, for or in connection with the winding up of the District Council other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the District Council.
      - (iv) an application being made to court, or an order being made, for the appointment of an administrator, or notice of intention to appoint an administrator being given or an administrator being appointed, over the District Council;



- (v) the holder of a qualifying floating charge over the assets the District Council becoming entitled to appoint or has appointed an administrative receiver;
  - (vi) a person becomes entitled to appoint a receiver over the assets of the District Council or a receiver being appointed over the assets of the Applicant;
  - (vii) a creditor or encumbrancer of the District Council attaching or taking possession of, or a distress, execution, sequestration or other such process being levied or enforced on or sued against, the whole or any part of the District Council's assets;
- (d) any of the Award has been used for a purpose other than the Strategic Purpose;
  - (e) there is any change in ownership or control of the District Council or any material change in its membership, organisation, constitution or activities, either of which Sport England at its sole discretion believes materially impacts on the District Councils ability to achieve the Strategic Purpose or its suitability to receive Lottery funding;
  - (f) Sport England and the Lead Council, acting reasonably, believes that the Strategic Purpose is unlikely to be fulfilled; or
  - (g) the District Council provided any information to the Lead Council (which was then passed onto Sport England) dishonestly or in a way which was materially misleading.

12.2 the Lead Council may, in its absolute and sole discretion, terminate this Agreement at any time if:

- (a) following a Formal Evaluation by Sport England it is determined that the Pilot has not made sufficient progress in achieving the Strategic Purpose and the Outcomes, or is otherwise no longer suitable for Lottery funding;
- (b) Sport England does not have available adequate money from the National Lottery to enable it to pay the Award to the Lead Council;
- (c) either the Lead Council or the District Council is legally prevented from performing this Agreement; or
- (d) a Clawback Event occurs.

12.3 Following the end of the Term or termination of this Agreement for any reason:

- (a) the Lead Council will have no further obligation to make any payment of the Award Allocation to the District Council;
- (b) the District Council will, except where approved otherwise by Sport England, repay to Sport England via the Lead Council any part of the Award Allocation that Sport England has paid to the Lead Council and which the Lead Council has issued to the District Council, which the District Council has not spent; and
- (c) the reporting obligations set out in paragraph 3 of Schedule 3 and the following clauses of this Schedule 5 will continue to have effect: 9, 11, 12, 13, 14, 15, 16 and 17.

### 13. **LIABILITY**

To the extent permitted by law:

- (a) the Lead Council will not have any liability to the District Council in respect of any advice, statement or comments made by Sport England or its personnel in connection with the Pilot;
- (b) the extent of the Lead Councils liability under or in connection with this Deed (including for negligence) is limited to its obligation to pay the Award Allocation in accordance with the provisions of this Deed; and
- (c) the District Council will indemnify and keep indemnified the Lead Council in respect of any losses incurred by Lead Council in connection with any claim made by a third party in connection with the Pilot, except to the extent that the losses arise from the Lead Councils' negligence or breach of contract.

### 14. **RECORDS AND AUDIT**

- 14.1 The District Council shall, throughout the Term and for at least three years following the end of the Term, maintain full accounts, books and records relating to the Pilot, including details of all expenditure of the Award. The District Council shall supply to the Lead Council such financial or other information and records as Sport England may reasonably require from time to time in respect of the Districts Councils delivery of the Pilot.
- 14.2 During the Term and for two years following the end of the Term (or such longer period as may be required by applicable law), the District Council will enable Sport England and its authorised representative(s), nominee(s) or external auditors (including, without limitation, the Comptroller and Auditor General and the National Audit Office and the Parliamentary Health and Service Ombudsman) to access, upon not less than seven (7) days' written notice, the offices of the District Council and/or its affiliates and/or the Delivery Partners, for the purpose of inspecting the books and records of the District Council (and of any such affiliate or Delivery Partner) that relate to the use of the Award and delivery of the Pilot, including (without limitation) the accounts and financial records referred to at clause 14.1 above, and take copies of the same.
- 14.3 If Sport England and/ or the Lead Council has a reasonable concern that the District Council has acted fraudulently or otherwise engaged in any illegal or inappropriate conduct in connection with the Pilot, then the time limits set out in Clause 14.2 will not apply.

### 15. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 15.1 Subject to the following provisions of this clause 15 neither party will, without the other party's prior written consent, disclose any confidential information relating to the other party which it learns as a consequence of entering into or performing this Agreement or delivering the Pilot.
- 15.2 The limitations in clause on disclosure in clause 15.1 will not apply to information disclosed by either party pursuant to:
  - (a) the requirements of a governmental authority or judicial order or legal requirement e.g. disclosure required under the Freedom of Information Act 2000 ("**FOI Act**"), provided that, to the extent reasonably practicable, a party consults with the other party before disclosing any information pursuant to this clause (a); or
  - (b) information already in the public domain (otherwise than as a result of a breach of confidence by a party).

- 15.3 The parties acknowledge and agree that the parties are each a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by the parties (or by the Lead Council on Sport England's behalf). Such information may extend to the contents of this Agreement and other documents and information relating to it. The Parties will without charge promptly provide all such assistance to each other as may reasonably be required in order that each party may comply with lawful and proper requests for access to documents and information held by one party on the others behalf.

**16. MISCELLANEOUS**

- 16.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part the remainder of this Agreement will continue to be valid and enforceable.
- 16.2 Any notice required by this Agreement to be given by either party to the other shall be in writing and shall be served personally, or by sending it by registered post or recorded delivery to the appropriate address, or email address notified to each other as set out in this Agreement. Any notice from one party to the other not in writing shall have no validity under the Agreement.
- 16.3 Neither Party may assign, novate or otherwise transfer any of its rights, obligations or liabilities under this Agreement to any person.
- 16.4 Neither this Agreement nor the Award Allocation nor the activities conducted by the parties in connection with this Agreement will constitute a partnership between the Lead Council and the District Council, or constitute either the Lead Council or the District Council as the other's agent.
- 16.5 Subject to clause 16.6, this Agreement (together with the documents referred to in it) represents the entire agreement between the parties and supersedes all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement.
- 16.6 Nothing in this Agreement limits or excludes any liability for fraud or any other liability which cannot be limited or excluded by law.
- 16.7 No failure or delay in exercising rights under these terms and conditions shall operate as a waiver of such rights. Any variation to this Agreement must be in writing and signed by an authorised representative of each party.
- 16.8 No person other than a party may enforce or rely on this Agreement for the purposes of the Contract (Rights of Third Parties) Act 1999.
- 16.9 This Agreement, and all non-contractual matters arising in connection with this Agreement, will be governed by English law. The courts of England have exclusive jurisdiction over any disputes arising in connection with the Award and this Agreement.

**17. INTERPRETATION**

- 17.1 The words "including" and "in particular" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions.
- 17.2 Any covenant by the District Council not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.
- 17.3 The following defined terms are set out in the following places in this Agreement:

DEFINED TERM	LOCATION OF DEFINITION
"Award Allocation"	Third page of this document
"Award"	Third page of this document
"Claim Form"	Page 13 of this document
"Clawback Event"	Schedule 5, clause 12.1
"Cost Plan"	Schedule 2, paragraph 4.1
"Data Protection Laws"	Schedule 5, clause 9.4
"Delivery Partners"	Schedule 2, paragraph 5.1
"Districts"	Second page of this document
"District Council"	Second page of this document
"Drawdown Period"	Page 13 of this document
"FOI Act"	Schedule 5, clause 15.2(a)
"Formal Evaluation"	Schedule 3, paragraph 3.12
"Funding Agreement"	Second page of this document
"Governance Arrangements"	Seventh page of this document
"Hard Commitment"	Third page of this document
"In-Principle"	Third page of this document
"Outcomes"	Schedule 2, paragraph 2.1
"Pennine Lancashire LDP"	Second page of this document
"Pilot"	Second page of this document
"Project Plan"	Schedule 2, paragraph 3.1
"Specific Evaluation Framework"	Schedule 3, paragraph 1.2
"Sport England"	First page of this document
"Strategic Purpose"	Schedule 1
"TaAF"	First page of this document
"Term"	Second page of this document

## **APPENDIX 1 – OUTCOMES**

The pilot aims to deliver against the following outcomes, which will be measured and evaluated by Lancaster University, which as a university with a research focus, will follow its own framework and protocols.

There are four Pilot Ambitions:

- 1) Understand People
- 2) Engage Creatively
- 3) Inspire Partnerships
- 4) Encourage Activity

## APPENDIX 2 – INITIAL PROJECT PLAN

<p>Qtr 1/Qtr 2 2020/21</p> <ul style="list-style-type: none"> <li>☐ Submit Pathfinder to Sport England</li> <li>☐ Job descriptions agreed and roles advertised / shared</li> <li>☐ Appointments made</li> <li>☐ Specific events and time spent with public and partners for identified workstreams</li> </ul>			
Qtr 1 / 2 2020/21	Qtr 3 / 4 2020/21	Qtr 1 / Qtr 2 2021/22	Qtr 3/ 4 2021/22
<p>Submit Pathfinder plan</p> <p>JDs agreed &amp; roles advertised</p> <p>Appointments made</p> <p>Specific events with partners &amp; public</p>	<p>Specific events with partners &amp; public</p> <p>Gaining insight in specific areas</p> <p>Gathering ideas and co-creating</p> <p>Identifying key local lead organisations to progress work-streams</p>	<p>Test &amp; learn projects designed together</p> <p>Identify key people / partners to appoint for delivery of solutions</p> <p>Delivery of test and learn projects</p>	<p>Delivery of test and learn projects</p> <p>Ongoing evaluation</p> <p>Ongoing assessment and decision to continue / stop / change for success</p> <p>Look for future projects, further</p>

### APPENDIX 3 – INITIAL COST PLAN

#### RIBBLE-VALLEY FINANCIAL BREAKDOWN

EXPENDITURE			
Staffing Salaries incl on costs (please state post title)	2019/20	2020/21	2021/22
Mental Health		£25,000	£25,158
Rural isolation		£25,000	£25,158
<i>Aging population</i>		£25,000	£25,157
Deprived neighbourhoods		£25,000	£25,157
Active Lifestyle Hub for Pennine Lancashire		£22,292	
<b>TOTAL EXPENDITURE</b>	<b>£0</b>	<b>£122,292</b>	<b>£100,630</b>
<b>Cumulative Total Expenditure</b>	<b>£0</b>	<b>£122,292</b>	<b>£222,922</b>

\* INCLUDES £22,292 FROM THE LOTTERY FUNDING AGREEMENT

## APPENDIX 4 – DELIVERY PARTNER TERMS

### DELIVERY PARTNER – LETTER OF APPOINTMENT

#### DATE OF AGREEMENT [INSERT DATE] BETWEEN:

- (1) **[INSERT FUNDER NAME]** a [INSERT LEGAL ENTITY TYPE] with registration number [Insert] of [Address] (the "**Funder**"); and
- (2) **[INSERT DELIVERY PARTNER NAME]**, a [INSERT LEGAL ENTITY TYPE] with registration number [Insert] of [Address] (the "**Delivery Partner**").

#### BACKGROUND:

The Funder has received lottery funding from Sport England to invest in selected grassroots projects that focus intensively on a specific local area. The core purpose of the investment is to deliver projects that make it easier for people in these areas to access sport and physical activity. In particular, the projects will look at how to break down the barriers that stop people getting active, such as poor transport, safety, cost and confidence.

The Funder has selected the Delivery Partner to deliver one of these projects.

#### PROJECT

The Delivery Partner will deliver the project described in Annex 1 (the "**Project**") and endeavour to achieve the outcomes listed in Annex 1 (the "**Outcomes**").

#### FUNDS

The Delivery Partner has applied for and the Funder has agreed to fund the Project in accordance with the provisions of this Agreement up to an amount not exceeding: £[INSERT AMOUNT] (the "**Funds**" or "**Funding**").

#### DURATION OF AGREEMENT

This Agreement commences on the date of this Agreement and ends on the earlier of completion of the Project or [INSERT DATE] (the "**Term**").

#### AGREEMENT STRUCTURE

This Agreement comprises:

1. this Letter of Appointment;
2. Annex 1 – Project Details
3. Annex 2 – Project Plan
4. Annex 3 – Cost Plan
5. Annex 4 – Project Evaluation and Reporting



6. Annex 5 – General Terms

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

**SIGNED** for and on behalf of the **FUNDER**:

.....

Signature

.....

Print name

.....

Title

**SIGNED** for and on behalf of the **DELIVERY PARTNER**:

.....

Signature

.....

Print name

.....

Title

## ANNEX 1 – PROJECT DETAILS

[**DRAFTING NOTE:** The purpose of this Annex is to record key Project details.]

**1. Project Description:**

2. This is a place based collaborative approach to increasing levels of physical activity. Organisations from across the Ribble Valley will work in partnership to think and work differently together to create sustainable changes that support people to move from doing nothing to something and something to more. **Project Outcomes:**

To learn and share insight from the collaborative system changes processes that are tested.

To combine learning across wider Pennine partners to identify sustainable, system wide changes that reduce inequalities and have a beneficial impact on the health and wellbeing of people in the Ribble Valley and Pennine Lancashire.

**3. Delivery Partner Representative:**

Appropriate delivery partners will be identified throughout the pilot

**4. Subcontractors:**

5. If appropriate and required sub-contractors will be identified throughout the pilot **Delivery Partner Personnel:**

Partners will be identified throughout the course of the project and may change dependent on the phase and focus of work-stream delivery

**6. Project Premises:**

The pilot takes a place based approach and therefore initiatives and programmes will be delivered at venues and locations throughout the borough of Ribble Valley to best meet the needs of local communities

## ANNEX 2 – PROJECT PLAN

**[DRAFTING NOTE:** Insert a copy of the agreed version of the Project Plan. The Project Plan should include: the Project Start Date; Project End Date; Tasks; Milestones; and, any dependencies on the Funder.]

The plans for Ribble Valley have been subject to a number of review sessions with the TaAF Core Team and Sport England Pilot Manager. Assurance can therefore be given that the plans submitted are in line with the LDP ethos, reflect the TaAF approach and has focused its development and delivery around the TaAF Design Principles.

### **Key themes**

Engagement resulted in 4 emerging challenges being identified:

- Deprived Neighbourhoods
- Mental health
- Rural isolation
- Ageing population

Marrying these challenges with the demographic data and further insight has subsequently resulted in the identification of 4 workstreams:

**Connecting through schools** - Explore the attitudes to and participation in physical activity amongst school children and their families. Particularly focusing on children identified as inactive. Seen as a way of reaching families living in deprived areas and more likely to be not currently active.

**Supporting people with mental wellbeing challenges** - Explore what can be done to increase physical activity levels amongst people with mental wellbeing challenges and currently accessing other support services.

**Rural impact and relationships with physical activity** - Learn about the effects of rural isolation on older people and isolated communities and how it impacts on physical activity levels.

**Creating a connection between partners** - Bringing partners together to enable greater connectivity, support and sharing - addressing the fact that there are partners who are often isolated as well and need more support to connect.

### **ANNEX 3 – COST PLAN**

**[DRAFTING NOTE:** Insert a copy of the agreed version of the Cost Plan. The Cost Plan should include a breakdown of anticipated costs and expenses together with details of the Charges; Milestones; and, Milestone Success Criteria.]

#### **Resource allocation**

The allocation of £200,630 will be used to provide sufficient and relevant capacity within Ribble Valley and will also be allocated across the workstreams for test and learn interventions (this may change as interventions are identified).

## ANNEX 4 – PROJECT EVALUATION AND REPORTING

### 1. Evaluation Framework

- 1.1 In consultation with the Funder, the Delivery Partner will develop, and keep up-to-date, an evaluation framework that is specific to the Project, including a methodology for measuring achievement against the Outcomes and the Project Plan.
- 1.2 The Delivery Partner will obtain the Funder's approval for the evaluation framework and any updates to it (the approved version being the "**Evaluation Framework**"), and will make any changes to it that the Funder reasonably requests from time to time.
- 1.3 The Delivery Partner will use the Evaluation Framework to evaluate the Project.

### 2. Ongoing Involvement and Feedback

- 2.1 The Delivery Partner will ensure that the Funder is kept fully informed of the progress of the Project throughout the Term. This will include, on an ongoing basis:
  - (a) allowing the Funder's representatives to visit and operate from the Delivery Partner's premises and other premises or sites used in the delivery of the Project;
  - (b) briefing, both pro-actively and upon request, the Funder's representatives on the progress of the Project; and
  - (c) pro-actively providing to the Funder any material information, and providing any other information as agreed with, or reasonably requested by, the Funder.
- 2.2 The Delivery Partner will have control of the conduct and delivery of the Project, but will take reasonable account of any comments and feedback given by the Funder.

### 3. Formal Reports and Assessment

- 3.1 The Delivery Partner will deliver to the Funder a report on the progress of the Project against the Project Plan:
  - (a) within 5 days of the end of each April during the Term;
  - (b) within 5 days of the end of each September during the Term; and
  - (c) within 5days of the expiry or earlier termination of the Agreement,(each a "**Formal Report**").
- 3.2 Each Formal Report will include an assessment of the achievement against the Outcomes and will use the Evaluation Framework. The Formal Report submitted at the end of the Term will also set out the conclusions that the Delivery Partner has drawn from the Project.
- 3.3 The Delivery Partner and the Funder will meet following the delivery of each Formal Report to discuss the report and the progress of the Project more generally. If requested by the Funder this meeting may take place in conjunction with a visit to one of the local sites used in the delivery of the Project. Each formal report, together with the subsequent discussions and visits, will together be referred to as the "**Formal Evaluation**".

## ANNEX 5 – GENERAL TERMS

### 1. Interpretation

In this Agreement:

**"Brand Guidelines"** means each of the Funder Brand Guidelines, the National Lottery Brand Guidelines and the Sport England Brand Guidelines;

**"Clawback Event"** has the meaning given to it in clause 12.1;

**"Charges"** means the amounts payable by the Funder to the Delivery Partner for provision of the Services as set out in the Cost Plan;

**"Cost Plan"** document which the Delivery Partner is required to prepare and maintain in accordance with clause 4, the initial version of which is set out in Annex 2 (Project Plan) to the Letter of Appointment;

**"Contracts Finder"** the Government's publishing portal for public sector procurement opportunities;

**"Data Protection Laws"** means all applicable laws and regulations relating to data protection, privacy and security, including the Data Protection Act 2018, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, Directive 2002/58/EC;

**"Evaluation Framework"** has the meaning given to it in Annex 4 (Project Evaluation and Reporting); and

**"Fund"** has the meaning given to it in the Letter of Appointment;

**"FOI Act"** has the meaning given to it in clause 15.2(a);

**"Formal Evaluation"** has the meaning given to it in Annex 4 (Project Evaluation and Reporting);

**"Formal Report"** has the meaning given to it in Annex 4 (Project Evaluation and Reporting);

**"Funder Brand Guidelines"** means the guidelines, instructions and restrictions relating to the use of the Funder Marks (if any) as may be supplied by the Funder to the Delivery Partner from time to time;

**"Funder Marks"** means the marks (if any) set out in Item 6 of Schedule 1 (Contract Details);

**"Marks"** means the Funder Marks (if any), the National Lottery Marks (if any) and the Sport England Marks (if any);

**"Milestone"** means an event or task described as such in the Project Plan and/or the Cost Plan;

**"Milestone Date"** means the date specified in the Project Plan and/or the Cost Plan (as applicable) for achievement of the Milestone;

**"Milestone Success Certificate"** means the certificate to be issued by the Funder to the Delivery Partner when the Delivery Partner has achieved a Milestone;

**"Milestone Success Criteria"** means criteria set out in the Project Plan and/or the Cost Plan (as applicable) being the criteria which must be satisfied in order for the relevant Milestone to be achieved;

**"National Lottery Brand Guidelines"** means the guidelines, instructions and restrictions relating to the use of the National Lottery Marks as may be supplied by the Funder to the Delivery Partner from time to time, such guidelines include <https://www.tnlcommunityfund.org.uk/funding/funding-guidance/managing-your-funding/grant-acknowledgement-and-logos> which may be updated from time to time;

**"National Lottery Marks"** means the marks (if any) set out in Item 5 of Schedule 1 (Contract Details);

**"Outcomes"** means the outcomes set out in Schedule 1 (Project Details);

"Permitted Purpose" has the meaning given to it in clause 8.3;

**"Project"** has the meaning given to it in the Letter of Appointment;

**"Project Plan"** is the document which the Delivery Partner is required to prepare and maintain in accordance with clause 3, the initial version of which is set out in Annex 2 (Project Plan) to the Letter of Appointment;

**"Services"** has the meaning given to it in clause 2.1;

**"Sport England Brand Guidelines"** means the guidelines, instructions and restrictions relating to the use of the Sport England Marks as may be supplied by the Funder to the Delivery Partner from time to time, such guidelines include <https://brandtoolkit.sportengland.org/logos>, <https://brandtoolkit.sportengland.org/> which may be updated from time to time;

**"Sport England Marks"** means the marks (if any) set out in Item 4 of Schedule 1 (Contract Details);

**"Subcontract Threshold"** is the amount set out in Schedule 1 (Contract Details);

**"Subcontractor"** means the subcontractors listed in the Project Plan; and

**"Term"** has the meaning given to it in the Letter of Appointment.

## **2. Project Delivery**

2.1 The Delivery Partner will deliver the services required to complete the Project (the **"Services"**) in accordance with the Project Plan and the Cost Plan.

2.2 The Delivery Partner will:

- (a) deliver the Project diligently and in good faith;
- (b) comply with all laws applicable to the Services;
- (c) comply with the Policies set out in Schedule 1 (Contract Details);
- (d) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that its obligations under this Agreement are fulfilled;
- (e) obtain and maintain all consents, licenses and permissions (statutory, regulatory, contractual or otherwise) it may require or which are necessary to enable it to perform its obligations under this Agreement;

- (f) maintain and comply with:
  - (i) an appropriate equality policy;
  - (ii) a conflict of interest policy that is appropriate for an organisation that is receiving, using and dispensing public funds, such policy to include provisions ensuring that in reaching decisions, the members of the relevant decision-making committee or body of the Delivery Partner are not placed in a position where their personal interests might differ from those of the Delivery Partner; and,
  - (iii) if the Project will involve work with children, young people and/or adults at risk, it must also have an appropriate safeguarding policy and procedure,

the Delivery Partner will provide a copy of these policies to the Funder on request.

### 3. **Project Plan**

- 3.1 A copy of the initial Project Plan is set out in Annex 1 (Project Plan).
- 3.2 The Delivery Partner will keep the Project Plan under review and where appropriate will propose changes to it to reflect the development of the Project and what it has learned delivering the Services. The Delivery Partner will obtain the Funder's written approval to any changes to the Project Plan.
- 3.3 As a minimum the Delivery Partner will submit an updated draft of the Project Plan to the Funder at the same time as it submits each Formal Report.
- 3.4 The Funder will act reasonably in deciding whether to approve or reject an updated draft Project Plan. The Delivery Partner will amend the updated draft Project Plan to reflect any reasonable comments that the Funder may have and then re-submit the draft Project Plan to the Funder for approval (if requested by the Funder, this process will be repeated).

### 4. **Cost Plan**

- 4.1 A copy of the initial Cost Plan is set out in (Cost Plan).
- 4.2 The purpose of the Cost Plan is provide a breakdown of the costs associated with the delivery of the Project.
- 4.3 The Delivery Partner will keep the Cost Plan under review and where appropriate will propose changes to it to reflect the development of the Project and what it has learned delivering the Services. The Delivery Partner will obtain the Funder's written approval to any changes to the Cost Plan.
- 4.4 At the same time as the Delivery Partner submits each updated draft Project Plan to the Funder under clause 3.3, the Delivery Partner will also provide to the Funder for approval:
  - (a) a breakdown of amounts actually spent in the previous six (6) month period, together with supporting evidence, reconciled against the Cost Plan for that period; and
  - (b) an updated draft of the Cost Plan.
- 4.5 The Funder will act reasonably in deciding whether to approve or reject an updated draft Cost Plan. The Delivery Partner will amend the updated draft Cost Plan to reflect any reasonable comments that the Funder may have, and then re-submit the Funder for approval (if requested by the Funder, this process will be repeated).



## **5. Charges and Invoicing**

- 5.1 In consideration of the Delivery Partner carrying out its obligations under this Agreement, including the provision of the Services, the Funder will pay the Charges to the Delivery Partner in accordance with the Cost Plan and the provisions of this Agreement, no further amounts will be payable by the Funder to the Delivery Partner in connection with the provision of the Services or the performance of the Delivery Partner's obligations under this Agreement.
- 5.2 The Funder's obligation to pay the Charges is subject to:
- (a) the Funder's approval of the Delivery Partner's Cost Plan and Project Plan for the period for which payment is requested by the Delivery Partner;
  - (b) where the Funding comprises Lottery funds, there being sufficient Lottery funds available to the Funder to fund the Charges; and
  - (c) the Funder being satisfied with the progress of the Project following each Formal Evaluation, taking into account achievement against the Outcomes.
- 5.3 Where the Cost Plan identifies that a Charge is a "Milestone Payment" that payment will not become due and the Delivery Partner will not submit an invoice for that payment until after it has received a Milestone Success Certificate from the Funder in respect of that Milestone.
- 5.4 The Funder will issue a Milestone Success Certificate to the Delivery Partner, as soon as reasonably practical once it is satisfied that each of the Milestone Success Criteria have been achieved.
- 5.5 The Charges are shown exclusive of Value Added Tax, which shall be added at the prevailing rate as applicable and paid by the Funder following delivery of a valid VAT invoice.
- 5.6 The Delivery Partner will not make any binding commitment to pay a third party, unless the relevant amount has been included in the Cost Plan that has been approved by the Funder.
- 5.7 If the Delivery Partner proposes to enter into a Subcontract after the date of this Agreement and the value of that Subcontract would exceed the Subcontract Threshold, then it must advertise the opportunity on Contracts Finder.

## **6. Delivery Partner Personnel**

- 6.1 The Delivery Partner will only use the personnel named in Annex 1 (Project Details) to deliver the Services.
- 6.2 The Delivery Partner will not subcontract all or any part of its obligations under this Agreement without the Funder's prior written consent which, if given, will not affect the Delivery Partner's obligations or liabilities under this Agreement and the Delivery Partner will remain fully responsible for the acts or omissions of its Subcontractors and their employees, agents and contractors.

## **7. Project Management**

- 7.1 The Funder will from time to time notify the Delivery Partner of the names and contact details of the Funder personnel who should be contacted in connection with different aspects of the Project and this Agreement, including the personnel authorised to give approvals that are required under this Agreement.
- 7.2 In order for an approval from the Funder to have been validly given where required under this Agreement, it must have been confirmed in writing (which may be by email) by an authorised representative of the Funder.

## 8. Acknowledgement of Funding

8.1 The Delivery Partner will give appropriate and proportionate credit to the Funder and, where applicable, to Sport England and/or the National Lottery's investment in the Project including acknowledging such investment:

- (a) in its promotion and marketing of the Project;
- (b) on any websites associated with the Project;
- (c) in its annual report;
- (d) in interviews, press releases, on social media (including above and below the line advertising);
- (e) at events or competitions; and
- (f) in publications and promotional materials.

8.2 The Funder grants to the Delivery Partner for the Term a royalty free, non-exclusive and non-transferable sub-licence to copy, publish and otherwise use the Marks within the United Kingdom in order to enable the Delivery Partner to acknowledge the sources of funding for the Project and/or to market and promote the Project and delivery or the Services ("**Permitted Purpose**").

8.3 The Funder also grants the Delivery Partner the right to permit to its Subcontractors to use the Marks during the Term for the Permitted Purpose, provided that the terms of any sub-licence are in writing and are substantially the same as those set out in this Agreement. All sub-licences granted shall terminate automatically on termination or expiry of this Agreement.

8.4 The Delivery Partner will:

- (a) comply with the applicable Brand Guidelines when using the Marks;
- (b) notify the Funder if it becomes aware of:
  - (i) any use of the Marks which is inconsistent with this Agreement;
  - (ii) any allegation or complaint made by any third party that any of the Marks are invalid or that the use of the Marks infringes any third party rights or that use of any of the Marks may cause deception or confusion to the public; and/or
  - (iii) any other form of attack or claim to any of the Marks.

8.5 The Funder warrants that it has the right to grant to the Delivery Partner the licence in clauses 8.2 and 8.3 and may, at its discretion, on written notice to the Delivery Partner, delete, modify and/or replace any of the Marks.

8.6 The Delivery Partner shall indemnify the Funder against each and any loss, liability and cost (including legal expenses) which the Funder suffers or incurs as a result of or in connection with any use of the Marks by the Delivery Partner or its Subcontractors that does not comply with this Agreement.

## 9. Reporting

9.1 The requirements of this clause are in addition to the reporting and evaluation requirements set out in Annex 4 (Project Evaluation and Reporting).

- 9.2 The Delivery Partner will cooperate and collaborate with the Funder, the Open Data Institute and other sports bodies in the development, adoption and maintenance of data standards for the collection of sports data. As and when reasonably required by the Funder, the Delivery Partner will provide the Funder with data generated through the Project which can be used to support other Funder and/or Sport England projects (such as the Sport England Data Hub) which are designed to help members of the public search for, book and play sports and, among other things, help obtain a greater insight into the patterns of consumption of various sporting offers. For the avoidance of doubt, the Delivery Partner is not obliged to provide any data where doing so would result in the Delivery Partner breaching any Data Protection Laws.
- 9.3 The Delivery Partner will work with the Funder to agree a protocol on the sharing of data generated through the Project to help produce insight into consumer preferences.

## 10. **Data Protection**

- 10.1 [Option 1: Controller to Controller] The Delivery Partner will ensure that in undertaking the Project it will comply with all applicable laws and regulations relating to data protection, privacy and security, including the Data Protection Act 2018, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, Directive 2002/58/EC and any successor legislation, as implemented in the United Kingdom (the "**Data Protection Laws**"). Without prejudice to the generality of the preceding sentence, the Delivery Partner will ensure that it has in place appropriate and compliant data processing agreements with any relevant third party.

[Option 2: Controller to Processor] The Delivery Partner and the Funder will comply with their respective obligations set out in Schedule 2 (Data Protection).

## 11. **Warranties**

- 11.1 On the date of this Agreement the Delivery Partner warrants and represents to the Funder that:
- (a) the Delivery Partner is legally entitled to enter into this Agreement and undertake the Project, and entry into this Agreement and performance of the Project will not infringe any applicable laws or any rights of a third party;
  - (b) the Delivery Partner has not breached any applicable laws in connection with the entry into or performance of this Agreement;
  - (c) the Delivery Partner is not aware of any fact or information which has not been disclosed to the Funder and which would reasonably be expected to be material to the Funder making available the Funding for the Project; and
  - (d) all of the information that the Delivery Partner has provided (or which has been provided on behalf of the Delivery Partner) to the Funder is complete and accurate in all material respects.

## 12. **Clawback and Termination**

- 12.1 The Delivery Partner will repay such amount as the Funder may reasonably determine, up to a maximum amount equal to the amount of the Fund that has been paid to the Delivery Partner by the Funder, if any of the following (each a "**Clawback Event**") occurs:
- (a) the Delivery Partner breaches any of the terms of this Agreement;
  - (b) the Delivery Partner or any of its personnel has committed an offence under the Bribery Act 2010 in connection with the Project;
  - (c) any of the following occurs in relation to the Delivery Partner:

- (i) the Delivery Partner suspending, or threatening to suspend, payment of its debts, or being unable to pay its debts as they fall due or admitting inability to pay its debts, or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - (ii) the Delivery Partner commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or making a proposal for or entering into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Delivery Partner with one or more other companies or the solvent reconstruction of the Delivery Partner;
  - (iii) a petition being filed, a notice being given, a resolution being passed, or an order being made, for or in connection with the winding up of the Delivery Partner other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Delivery Partner
  - (iv) an application being made to court, or an order being made, for the appointment of an administrator, or notice of intention to appoint an administrator being given or an administrator being appointed, over the Delivery Partner;
  - (v) the holder of a qualifying floating charge over the assets the Delivery Partner becoming entitled to appoint or has appointed an administrative receiver;
  - (vi) a person becomes entitled to appoint a receiver over the assets of the Delivery Partner or a receiver being appointed over the assets of the Delivery Partner;
  - (vii) a creditor or encumbrancer of the Delivery Partner attaching or taking possession of, or a distress, execution, sequestration or other such process being levied or enforced on or sued against, the whole or any part of the Delivery Partner's assets;
- (d) any of the Fund has been used for a purpose other than the Project;
- (e) there is any change in ownership or control of the Delivery Partner or any material change in its membership, organisation, constitution or activities, either of which the Funder at its sole discretion believes materially impacts on the Delivery Partner's ability to deliver the Project or its suitability to receive Lottery funding;
- (f) the Funder, acting reasonably, believes that the Project is unlikely to be fulfilled; or
- (g) the Delivery Partner provided any information to the Funder dishonestly or in a way which was materially misleading.

12.2 the Funder may, in its absolute and sole discretion, terminate this Agreement at any time if:

- (a) following a Formal Evaluation, the Funder determines that the Project has not made sufficient progress in achieving the Outcomes, or is otherwise no longer suitable for Lottery funding;
- (b) the Funder does not have available adequate money from the National Lottery to enable it to pay the Fund;
- (c) either the Funder or the Delivery Partner is legally prevented from performing this Agreement;
- (d) the Delivery Partner does not meet the Milestone Success Criteria for a Milestone by the Milestone Date; or

- (e) a Clawback Event occurs.

12.3 Following the end of the Term or termination of this Agreement for any reason:

- (a) the Funder will have no further obligation to pay the Charges to the Delivery Partner;
- (b) the Delivery Partner will, except where approved otherwise by the Funder, repay to the Funder any part of the Fund that the Funder has paid to the Delivery Partner and which the Delivery Partner has not spent; and
- (c) the reporting obligations set out in Annex 4 (Project Evaluation and Reporting) and the following clauses of this Annex 5 will continue to have effect: 10, 12, 13, 14, 15, 16 and 17.

### 13. **Liability**

13.1 To the extent permitted by law:

- (a) the Funder will not have any liability to the Delivery Partner in respect of any advice, statement or comments made by the Funder or its personnel in connection with the Project;
- (b) the extent of the Funder's liability under or in connection with this Agreement (including for negligence) is limited to its obligation to pay the Funds in accordance with the provisions of this Agreement; and
- (c) the Delivery Partner will indemnify and keep indemnified the Funder in respect of any losses incurred by the Funder in connection with any claim made by a third party in connection with the Project, except to the extent that the losses arise from the Funder's negligence or breach of contract.

13.2 The Delivery Partner shall remain responsible for all acts and omissions of its Subcontractors and the acts and omissions of those employed or engaged by the Subcontractors as if they were its own. An obligation on the Delivery Partner to do, or to refrain from doing, any act or thing shall include an obligation on the Delivery Partner to procure that its employees, staff and agents and Subcontractors' employees, staff and agents also do, or refrain from doing, such act or thing.

### 14. **Records and Audit**

14.1 The Delivery Partner shall, throughout the Term and for at least three years following the end of the Term, maintain full accounts, books and records relating to the Project, including details of all expenditure of the Fund. The Delivery Partner shall supply to the Funder such financial or other information and records as the Funder may reasonably require from time to time in respect of the Delivery Partner's delivery of the Project.

14.2 During the Term and for two years following the end of the Term (or such longer period as may be required by applicable law), the Delivery Partner will enable the Funder and its authorised representative(s), nominee(s) or external auditors (including, without limitation, the Comptroller and Auditor General and the National Audit Office and the Parliamentary Health and Service Ombudsman) to access, upon not less than seven (7) days' written notice, the offices of the Delivery Partner and/or its affiliates and/or the Delivery Partners, for the purpose of inspecting the books and records of the Delivery Partner (and of any such affiliate or Delivery Partner) that relate to the use of the Fund and delivery of the Project, including (without limitation) the accounts and financial records referred to at clause 14.1 above, and take copies of the same.

14.3 If the Funder has a reasonable concern that the Delivery Partner has acted fraudulently or otherwise engaged in any illegal or inappropriate conduct in connection with the Project, then the time limits set out in clause 14.2 will not apply.

15. **Confidentiality and Freedom of Information**

- 15.1 Subject to the following provisions of this clause 15 neither party will, without the other party's prior written consent, disclose any confidential information relating to the other party which it learns as a consequence of entering into or performing this Agreement or delivering the Project.
- 15.2 The limitations in clause 15.1 will not apply to information disclosed by either party pursuant to:
- (a) the requirements of a governmental authority or judicial order or legal requirement e.g. disclosure required under the Freedom of Information Act 2000 ("**FOI Act**"), provided that, to the extent reasonably practicable, a party consults with the other party before disclosing any information pursuant to this clause 15.2(a); or
  - (b) the information is already in the public domain (otherwise than as a result of a breach of confidence by a party).
- 15.3 The parties acknowledge and agree that the Funder is a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by the Funder (or by the Delivery Partner on the Funder's behalf). Such information may extend to the contents of this Agreement and other documents and information relating to it. The Delivery Partner will without charge promptly provide all such assistance as the Funder may reasonably require in order that the Funder may comply with lawful and proper requests for access to documents and information held by the Delivery Partner on the Funder's behalf.
- 15.4 To the extent reasonably practicable the Funder will give the Delivery Partner notice of and an opportunity to make representations in respect of any requests for access to documents or information relating to this Agreement, provided always that the decision whether or not to permit access to such documents or information will remain within the absolute discretion of the Funder.

16. **Disputes**

- 16.1 In the event of a dispute, the parties will use the following dispute resolution process:
- (a) either party may initiate a dispute by giving written notice to the other party of its complaint and setting out the nature of the dispute, together with relevant supporting documentation (each a "**Dispute Notice**");
  - (b) each party will use reasonable endeavours to resolve the dispute;
  - (c) if the dispute remains unresolved ten (10) days after receipt of the Dispute Notice, the dispute will be escalated to a senior representative of each party;
  - (d) if the dispute remains unresolved ten (10) days after escalation in accordance with clause 16.1(c), the parties may agree to refer the dispute to mediation and, in such instances, the following will apply:
    - (i) the mediator will be appointed by agreement of the parties and, if the parties are unable to agree within [five] days or the person appointed is unable or unwilling to act, the mediator will be appointed by the Centre for Dispute Resolution;
    - (ii) within [ten] days of the appointment of the mediator, the parties will correspond with the mediator to agree the procedure to be adopted for the mediation;
    - (iii) all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings;
    - (iv) the costs of the mediation will be shared equally between the parties unless they agree otherwise.

16.2 Nothing in this clause 16 prevents either party at any time from commencing proceedings or seeking remedies before any court or tribunal of competent jurisdiction for interim or interlocutory remedies in relation to this Agreement or infringement by the other party of that party's Intellectual Property Rights.

17. **Miscellaneous**

17.1 Interpretation: In this Agreement:

- (a) headings are inserted for convenience only and do not affect its construction;
- (b) unless the context otherwise requires, words denoting the singular include the plural and vice versa;
- (c) references to a law is to that law as amended, extended, consolidated or re-enacted from time to time;
- (d) the words "including" and "in particular" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions;
- (e) references to clauses are to the clauses and Annexes are to the clauses of and Annexes to this Agreement; and
- (f) any covenant by the Delivery Partner not to do an act or thing includes an obligation not to permit or suffer such act or thing to be done by another person.

17.2 **Severability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable in whole or in part the remainder of this Agreement will continue to be valid and enforceable.

17.3 **Assignment and Transfers:** The Funder may assign, novate or otherwise transfer all of its rights, obligations and liabilities under this Agreement to a successor body to the Funder, and the Delivery Partner will consent to any such assignment, novation or other transfer. The Delivery Partner will not assign, novate or otherwise transfer any of its rights, obligations or liabilities under this Agreement to any person.

17.4 **No Partnership:** Neither this Agreement nor the Funding of the Project nor the activities conducted by the parties in connection with this Agreement will constitute a partnership between the Funder and the Delivery Partner, or constitute either the Delivery Partner or the Funder as the other's agent.

17.5 **Entire Agreement:**

- (a) Subject to clause 16.6, this Agreement (together with the documents referred to in it) represents the entire agreement between the parties and supersedes all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement.
- (b) Nothing in this Agreement limits or excludes any liability for fraud or any other liability which cannot be limited or excluded by law.

17.6 **Waiver:** No failure or delay in exercising rights under these terms and conditions shall operate as a waiver of such rights. Any variation to this Agreement must be in writing and signed by an authorised representative of each party.

17.7 **Third Party Rights:** No person other than a party may enforce or rely on this Agreement for the purposes of the Contract (Rights of Third Parties) Act 1999.

17.8 **Governing Law:** This Agreement and all non-contractual matters arising in connection with this Agreement, will be governed by English law.

- 17.9 **Jurisdiction:** The courts of England have exclusive jurisdiction over any disputes arising in connection with this Agreement.

#### Schedule 1 – Contract Details

1.	<b>Additional Provisions</b>	
2.	<b>Policies</b>	Sport England's "A Code for Sports Governance": <a href="https://www.sportengland.org/media/11193/a_code_for_sports_governance.pdf">https://www.sportengland.org/media/11193/a_code_for_sports_governance.pdf</a> to the extent that it is applicable to the Delivery Partner and or the Project;
3.	<b>Notices</b>	<b>Funder:</b>
		<b>Delivery Partner:</b>
4.	<b>Sport England Marks</b>	[INSERT SPORT ENGLAND MARKS (IF ANY)]
5.	<b>National Lottery Marks</b>	[INSERT NATIONAL LOTTERY MARKS (IF ANY)]
6.	<b>Funder Marks</b>	[INSERT FUNDER MARKS (IF ANY)]

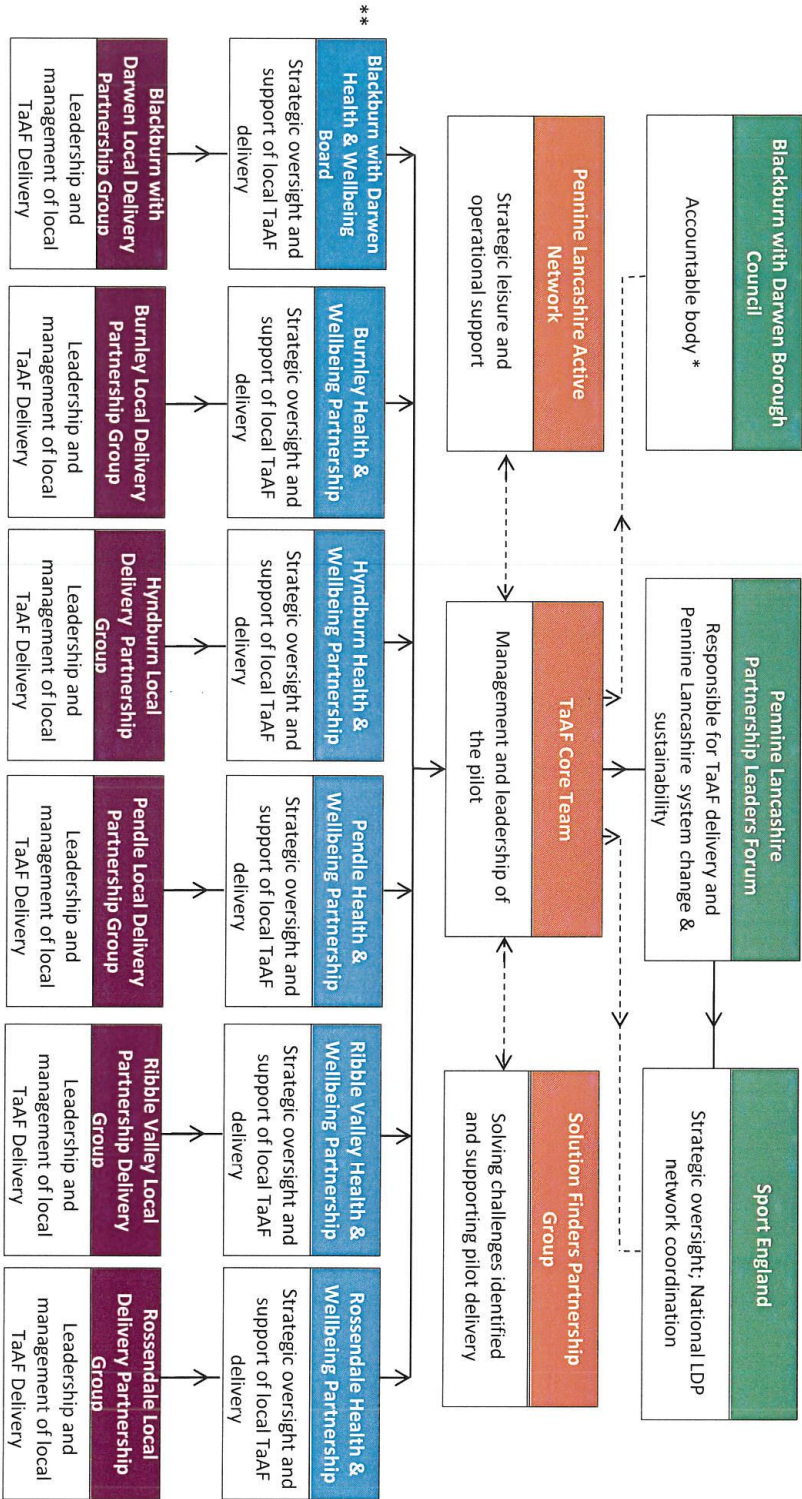


## **Schedule 2 – Data Protection**

**[DRAFTING NOTE: IF APPLICABLE, FUNDER TO INSERT IT'S CONTROLLER TO PROCESSOR DATA PROTECTION PROVISIONS.]**

APPENDIX 5 PART 1 TAAF LOCAL DELIVERY GOVERNANCE STRUCTURE

# TaAF Local Delivery Governance Structure



\*The accountable body will transfer investment resource to District Councils through Legal Agreements

\*\* Locality governance and planned utilisation of resources is delegated to local multi agency partnerships

## **Appendix 5 Part 2 – Personnel**

**Sport England** – Sport England Local Delivery Lead

**Blackburn with Darwen**

Community Engagement & Volunteer Support

**Burnley**

Pathfinder Support Worker

Neighbourhood Engagement

**Hyndburn**

Community Development Worker

Health & Wellbeing Manager

Community Activators

**Pendle**

Programme Manager

Project Officer

**Ribble Valley**

Network lead

Community facilitator

## **APPENDIX 6 – CLAIM FORM**

The Claim Form is located at the following location which may be updated by Sport England from time to time:

<https://www.sportengland.org/funding/payments-and-reconcile-expenditure-forms/>