

Dated this

day of

2023

BLACKBURN WITH DARWEN BOROUGH COUNCIL

and

RIBBLE VALLEY

DEED OF VARIATION of AGREEMENT

relating to

LOCALITIES GRANT AGREEMENT

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

Words and expressions defined in the Original Agreement shall, unless the context otherwise provides, have the same meanings in this Agreement.

2 THE ORIGINAL AGREEMENT

2.1 This Agreement is supplemental to and amends the Original Agreement.

2.2 Save as amended by this Agreement the provisions of the Original Agreement (and any documentation ancillary to it) shall continue in full force and effect and, where specified in the Original Agreement, shall continue to subsist following termination of the Original Agreement.

2.3 To the extent there is any conflict between the provisions of the Original Agreement (and any documentation ancillary to it) and this Agreement the provisions of this Agreement shall prevail.

3 VARIATION

In consideration of the Parties agreeing to enter into this Agreement, each Party hereby agrees to vary the Original Agreement, with effect from the Variation Date in the manner set out at Schedule A, which will be annexed to the Original Agreement.

4 GENERAL

- 4.1 This Agreement together with the Original Agreement sets out the entire agreement and understanding between the Parties in respect of the subject matter of the Original Agreement.
- 4.2 The waiver by either Party of any breach of this Agreement shall not prevent subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.
- 4.3 No purported deletion, addition or variation of this Agreement shall be effective unless it is in writing and is signed by or on behalf of each Party.
- 4.4 This Agreement may be executed in two counterparts, each of which when executed will be an original and such counterparts together shall constitute one and the same Agreement.
- 4.5 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Clause does not affect any right or remedy of a person, which exists or is available otherwise than pursuant to that Act.
- 4.6 This Agreement shall be governed by and construed in accordance with English law and each Party irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England.

IN WITNESS whereof the Parties have caused this Agreement to be executed as a Deed the day and year first before written.

THE COMMON SEAL of THE
**BLACKBURN WITH DARWEN
BOROUGH COUNCIL**
was hereunto affixed in the
presence of:-

Authorised officer

THE COMMON SEAL of THE
BOROUGH COUNCIL OF RIBBLE VALLEY PENDLE
was hereunto affixed in the
presence of:-

MAYOR

CHIEF EXECUTIVE
Authorised Officer

Schedule A

- In September 2023, funding agreement entered into by the Lead Council with Sport England for the additional funding of seven million pounds.
- Local Network allocations as detailed in the table below along with broad intentions for the resource, with the core purpose of the investment to deliver approaches that make it easier for people in these areas to be more active.
- The Accelerator funding is available for spend through to the end of 2025 or beyond, with the agreement of Sport England.
- Local Accelerator delivery plans, based on jointly agreed work-streams will be developed alongside Sport England.
- There remains a commitment for localities to engage with Together an Active Future's monitoring and evaluation framework which is in-line with Sport England's interactive learning approach.

Local Networks	£2.25m	
Accelerator intention (includes but not limited to)	Resource needed for	
Acceleration of Pathfinder evidence-based evidence-based impact and success – Dedicate resource for each Local Network to be able to accelerate the approaches, ideas and initiatives based on insight and learning from evaluation and their places experiences from Pathfinder *	Burnley £357,053	Funding the continuation of the Local Network Lead roles
	BwD £612,091	Expansion of the secondment model into strategic partners within Local Networks
	Hyndburn £358,942	
Local Network TaAF Leads – Ensure Local Network TaAF Leads can continue in their seconded leadership role for TaAF. This enables them to continue their leadership of Pathfinder and retain the ability to play a lead role in the COVID-19 response and recovery as well as giving TaAF reach and influence into key strategic partners (e.g. local authorities and leisure trusts)	Pendle £360,831	Costs associated with providing the capacity and time for others - events, interactions etc
	Ribble Valley £222,922	Providing capacity for other key local partners identified through the life course insight

Expansion of the Secondment Model approach - Expansion of the TaAF secondment model to have dual roles with strategic partners in Local Networks based on learning from Pathfinder and increasing the reach and influence into key strategic partners

Rossendale £338,161

Engagement materials