

LEEDS INSPIRED GRANT FUNDING AGREEMENT

Leeds City Council, of Civic Hall, Leeds LS1 1UR will provide a Grant of **£1200** to fund the Activity set out in the Original Application at Schedule 1, to the **Applicant** of (**Leeds Disabled People’s Organisation, % Together for Peace ,Bridge Street Centre, Bridge Street, Leeds, LS2 7QZ**)

The Applicant’s signature on this Funding Agreement constitutes acceptance of the terms and conditions.

This Funding Agreement is signed for and on behalf of Leeds City Council and the Applicant:

Leeds City Council	Leeds Disabled People’s Organisation
<div style="background-color: black; width: 100%; height: 40px; margin-bottom: 5px;"></div> Print Name: Jane Earnshaw Position: Leeds Inspired Programme Manager Date: 30/04/2020 Round: R50S April 2020	Signed: Print name: Position: Date:

APPLICANT NAME IN BLOCK CAPITALS:

On behalf of (name of organisation):

Address.....

.....

.....

For BACS payments –

Account name.....

Account number.....

Bank Sort Code.....

Return this signed document to:
Leeds Inspired, Leeds Town Hall, The Headrow, Leeds, LS1 3AD
Email: leedsinspired@leeds.gov.uk

1. The Grant can only be used for the purpose for which Leeds City Council awarded it. This is the purpose that the Applicant stated in the Original Application attached at Schedule 1, or any changes after that for which Leeds City Council have given the Applicant written approval.
2. The amount of the Grant in this Funding Agreement is the most Leeds City Council will pay to the Applicant. If the Activity costs less than was originally agreed the Applicant must repay the amount of the Grant which has not been spent on the Activity back to Leeds City Council.
3. The Applicant must immediately inform Leeds City Council by emailing leedsinspired@leeds.gov.uk (Leeds Inspired (City Development Department)) if any circumstances change which affect the purpose for which the Grant has been given, or which indicate a substantial change in personnel or the running costs of the Activity.
4. The Applicant must tell Leeds City Council about any changes to contact details or bank/building society details as soon as possible.
5. This Funding Agreement must be signed by the Applicant and the person signing must be an officer authorised to make financial commitments. If Leeds City Council does not receive this signed Funding Agreement within six weeks of when it was sent, the Grant will no longer be valid, unless Leeds City Council has given the Applicant more time by prior agreement.
6. The Applicant must acknowledge the support of Leeds City Council (Leeds Inspired) for all Grant funded Activities in any materials, whether written or spoken, that refer to the Activities. Details of all Activities that are open to the public must be uploaded to www.leedsinspired.co.uk. A copy of all publicity materials must be sent to Leeds City Council (Leeds Inspired) at (email) leedsinspired@leeds.gov.uk. Wherever appropriate, Leeds City Council (Leeds Inspired) should be invited to attend Activities.
7. The Applicant shall not (directly or indirectly) offer or give to an employee, agent, servant or representative of the Council or any other public body or person employed by or on behalf of the Council any gift or consideration or financial or other advantage of any kind which could act as an inducement or reward. The Applicant must not commit any offence under the Bribery Act 2010. Applicants must not contravene the Local Government Act of 1986, re. The publication of political material.
8. The Applicant must provide Leeds City Council with the necessary Monitoring Returns, as set out in Schedule 2, that will allow Leeds City Council to monitor the funded Activity.
9. The Applicant must provide Leeds City Council (Leeds inspired) with a copy of the financial accounts relating to the Activity within six weeks of the end of the Activity. Leeds City Council reserves the right of access to the Applicant's financial records relating to the Activity. Receipts must cover all Activity expenditure and copies of receipts must be available on request.
10. If the Applicant breaks any of the conditions itemised in this Funding Agreement, the Applicant may have to pay back all or part of the Grant, and Leeds City Council reserves the right to reclaim any items of equipment or other assets to their market value representing any part of the Grant.
11. In addition to the above, the Grant must be refunded in the following circumstances:
 - the Activity is for any reason cancelled or the Applicant/Activity is disbanded, closed, declared bankrupt, placed into receivership or liquidation.
 - The Applicant doesn't fully complete the Activity (unless this was because of factors beyond the Applicant's control).

- The Applicant wrote anything significant in the application that was wrong or misleading, either by mistake or because the Applicant was trying to mislead Leeds City Council.
- The Applicant act fraudulently or negligently at any time during the funded Activity, and Leeds City Council believes it has significantly affected the Activity.

12. Leeds City Council will not be liable for any debts or other liabilities incurred by the funded Applicant and will not be responsible to any other party.

13. The Applicant is responsible for being fully aware of issues about protecting children and vulnerable adults. The Applicant should consider any possible risks involved in the Activity and take appropriate action to protect everyone involved. In order to do this the Applicant shall comply with its obligations in respect of safeguarding and shall have an up-to-date safeguarding policy which it will comply with

14. The Applicant must carry out business within all relevant government legislation, including that relating to employing staff. The Applicant is responsible for obtaining any licences, permissions and insurances that are necessary by law.

15. The Applicant is responsible for its own management, affairs and financial stability. The Applicant must get proper advice whenever needed to carry on business legally. The Applicant should inform Leeds City Council immediately of any problems that threaten the financial viability of the Activity.

16. Apart from when the Applicant is making normal payments, the organisation cannot give over the Grant to any other person or organisation without Leeds City Council's prior written agreement.

17. The Applicant acknowledges that Leeds City Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and cooperate with Leeds City Council (at the Applicant's cost) to enable Leeds City Council to comply with any information disclosure requirements.

18. The Applicant shall comply with any notification requirements of the Data Protection Legislation and both parties will duly observe all their obligations under the Data Protection Legislation which arise in connection with this Funding Agreement. LCC will be the data controller for the personal information required as part of the grant application process. Leeds City Council will use any personal data within the grant application solely in connection with the evaluation and appraisal of the application and will comply with its obligations under the Data Protection Act 2018.

19. The Applicant shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

20. The Applicant shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Applicant arising out of the Applicant's delivery of the Funding Agreement, including death or personal injury, loss of or damage to property or any other loss.

21. This Funding Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

22. This funding Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

The Definitions which apply to this Funding Agreement are as follows:

Activity/Activities means the purpose for which the Grant shall be used by the Applicant;

Applicant means the party to this Funding Agreement receiving the Grant from Leeds City Council;

Bribery Act means the Bribery Act 2010;

Data Protection Legislation means the Data Protection Act 2018, the General Data Protection Legislation and all other applicable laws and regulations relating to the processing of personal data and privacy;

Funding Agreement means this written agreement between the Applicant and Leeds City Council including all Schedules;

Grant means the sum of up to £1200 to be paid to the Applicant in accordance with this Funding Agreement;

Leeds City Council means the party to this Funding Agreement making/giving the Grant to the Applicant;

Monitoring Returns means the returns to be made by the Applicant pursuant to Schedule 2;

Original Application means the application made by the Applicant to Leeds City Council for the Grant;

Party/Parties means the Applicant and Leeds City Council.

Schedule 1

Original Application

(Including any details of matched funding)

Schedule 2

Final Report Form

One Final Report Form is to be submitted within six weeks of the completion of the Activity.

Leeds City Council will provide a Final Report Form for completion by the Applicant. The form will be based on the Original Application Form. Therefore, the Original Application Form will be a guide as to what information/evidence to collect.