

DATE [

] 2019

**GREATER MANCHESTER COMBINED AUTHORITY**

**And**

[

]

**GRANT AGREEMENT**

**GREATER MANCHESTER AND LANCASHIRE LEP  
FAST TRACK DIGITAL WORKFORCE FUND**

DRAFT

This Grant Agreement is made the [ ] day of [ ] 2019

Between

- (1) **GREATER MANCHESTER COMBINED AUTHORITY** whose principal office is at First Floor, Churchgate House, 56 Oxford Street, Manchester, M1 6EU (the “**GMCA**”) and
- (2) [ ] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] [ ] (the “**Recipient**”).

#### **WHEREAS**

- (A) The Department for Culture, Media & Sport (the “**DCMS**”) has awarded the GMCA grant funding from the DCM’s Digital Skills Academy (“Bootcamps”) Fund (the “**DCMS Grant**”). Pursuant to a Memorandum of Understanding between the DCMS and the GMCA dated [ ] 2019 (the “**MOU**”) the DCMS Grant is being made for the purpose of funding “a pilot to help employers in the Greater Manchester and Lancashire LEP areas to address local digital skills gaps through short training courses in the financial year 2019/20”. The GMCA and the Lancashire Enterprise Partnership have agreed with the DCMS that the DCMS Grant will be used to create the GM and Lancashire LEP Fast Track Digital Workforce Fund (the “**Digital Workforce Fund**”) which will make awards of grant funding to support the delivery of innovative digital training schemes linked to locally identified digital skills gaps and hard to fill job vacancies. The DCMS has agreed that the GMCA will act as the accountable body for the purpose of administration of the DCMS Grant.
- (B) On 12 July 2019, the GMCA issued an Invitation to Application for the first round of grant funding from the Digital Workforce Fund. On [ ] 2019 the Recipient submitted an application for grant funding from the Digital Workforce Fund (the “**Grant Application**”). On [ ] 2019 the GMCA agreed to award grant funding of £[ ] from the Digital Workforce Fund (the “**GMCA Grant**”) to be used by the Recipient to fund the costs of delivery of [ ] (the “**Programme**”) as detailed in the Grant Application.
- (C) The GMCA has agreed to provide the GMCA Grant to the Recipient for the purpose of delivery of the Programme [alongside “match funding” of £[ ]

] (the “**Match Funding**”) which has been provided to the Recipient by [ ] (the “**Match Funder**”).]

## **IT IS AGREED AS FOLLOWS:**

### **1. Introduction and definitions**

1.1 This grant agreement (the “**Grant Agreement**”) consists of these terms and conditions and the schedules hereto.

1.2 In this Grant Agreement:

(i) “**Bribery Act**” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

(ii) “**Confidential Information**” means any information or data in whatever form disclosed, which ought reasonably to be considered as confidential or which the disclosing party acting reasonably states in writing to the receiving party is to be regarded as confidential or which the disclosing party acting reasonably has marked as “confidential” including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of the disclosing party and all personal data and sensitive personal data within the meaning of Data Protection Legislation.

(iii) “**Data**” means:-

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are (i) supplied the Recipient by or on behalf of the GMCA; or (ii) which the Recipient is required to generate, process, store or transmit pursuant to this Grant Agreement (including but not limited to the Monitoring Information); or

(b) any Personal Data for which the GMCA is the Data Controller.

(iv) “**Data Controller**” and “**Personal Data**” shall have the definition as set out from time to time in Data Protection Legislation.

[(v) “**Data Processing Annex**” means the arrangements between the GMCA and the Grant Recipient in respect of the processing of any Personal Data attached at Schedule 5 to this Grant Agreement.]

- (vi) **“Data Protection Legislation”** means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.
- (vii) **“Department for Culture Media and Sport (DCMS)”** means the Department for Culture, Media & Sport, being the government body that has awarded the GMCA grant funding from the DCM’s Digital Skills Academy (“Bootcamps”) Fund (the **“DCMS Grant”**) for the purpose of creating the Digital Workforce Fund.
- (viii) **“Digital Workforce Fund (DWF)”** means the GM and Lancashire LEP Fast Track Digital Workforce Fund which is administered by the GMCA on behalf of the GM and Lancashire LEPs for the purpose of making awards of grant funding to support the delivery of innovative digital training schemes linked to locally identified digital skills gaps and hard to fill job vacancies.
- (ix) **“DWF Claim Form”** means the form attached at Schedule 4 or such other form as the GMCA may reasonably require the Recipient to complete in order to request payment of the GMCA Grant.
- (x) **“Eligible Expenditure”** means expenditure incurred by the Recipient in the delivery of the Programme.
- (xi) **“Environmental Information Regulations”** means the Environmental Information Regulations 2004.
- (xii) **“Evaluation”** means the robust evaluation of the success of the Digital Workforce Fund to be carried out by the Evaluation Consultant.
- (xiii) **“Evaluation Consultant”** means the independent evaluation consultant who will be appointed to carry out the Evaluation as required by the MOU.
- (xiv) **“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
- (xv) **“GMCA”** means the Greater Manchester Combined Authority, which is acting as the accountable body in respect of the DCMS Grant and which is administering the Digital Workforce Fund on behalf of the GM and Lancashire LEPs.
- (xvi) **“GMCA Grant”** means the grant payable by the GMCA to the Recipient under the terms of this Grant Agreement, the maximum amount of which (the **“Grant Amount”**) is specified in Schedule 1.

- (xvii) “**Grant Application**” means the application made by the Recipient for grant funding from the Digital Workforce Fund, a copy of which is attached at Schedule 3 to this Grant Agreement which sets out the detail of the Programme to be delivered by the Recipient in return from the GMCA Grant.
- (xviii) the “**Grant Period**” means the period of [ ] months commencing and ending on the dates specified in Schedule 1 or ending on earlier termination of this Grant Agreement.
- (xix) “**Information**” has the meaning given under section 84 of the FOIA
- (xx) “**Law**” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, or judgment of a relevant court of law.
- [(xxi) “**Match Funder**” means [ ], being the legal entity which has agreed to provide the Match Funding to support the delivery of the Programme.]
- [(xxii) “**Match Funding**” means the sum of £[ ] which the Match Funder has agreed to provide alongside the GMCA Grant to support the delivery of the Programme.]
- (xxiii) “**Memorandum of Understanding (MOU)**” means the memorandum of understanding entered into between the DCMS and the GMCA which sets out the DCMS’s requirements in relation to the use of the DCMS Grant.
- (xxiv) “**Monitoring Information**” means the management information which the Recipient is required to provide to the GMCA on a quarterly basis as set out in clause 7.2 and Schedule 2 to this Grant Agreement. [The GMCA will provide the Recipient with the DWF Monitoring Form for completion and return to the GMCA on a quarterly basis as set out in Schedule 2. The Recipient recognises that the Digital Workforce Fund is operating as a pilot programme and that the DCMS, the Evaluation Consultant and the GMCA may require the Recipient to provide additional monitoring information over the course of the Grant Period and the Recipient agrees that it will use all reasonable endeavours to assist the DCMS, the Evaluation Consultant and the GMCA in the provision of any such additional monitoring information].
- (xxv) “**Programme**” means the Recipient’s training programme as specified in the Grant Application.
- (xxvi) “**Purpose**” means the delivery by the Recipient of the Programme.

(xxvii) **“Prohibited Act”** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the GMCA a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Grant Agreement;
- (c) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under Law creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts relating to this Grant Agreement or any other agreement with the GMCA; or
  - (iv) defrauding, attempting to defraud or conspiring to defraud the GMCA.

(xxviii) **“Request for Information”** means a request for Information relating to this Grant Agreement under the FOIA or Environmental Information Regulations.

(xxix) **“UK Data Protection Legislation”** means any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

(xxx) **“VAT”** means values added tax in accordance with the provisions of the Value Added Tax Act 1994.

(xxxi) **“Working Day”** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

### 1.3 In this Grant Agreement:

- (i) reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the

time being made, issued or given thereunder or deriving validly therefrom, and all other legislation of the European Union that is directly applicable to the United Kingdom;

- (ii) reference to any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Grant Agreement so numbered;
- (iii) reference to 'this Grant Agreement' includes any variations made from time to time pursuant to these terms;
- (iv) reference to "including" shall be construed so as not to limit the generality of any words or expressions in connection with which it is used;
- (v) where the consent, approval or agreement of the GMCA is required pursuant to the terms of this Grant Agreement, it shall not be construed as having been given unless provided in writing;
- (vi) words importing one gender shall include both genders and the singular shall include the plural and vice versa;
- (vii) the Schedules to this Grant Agreement shall have the same force and effect as if expressly set out in the body of this Grant Agreement; and
- (viii) the headings in this Grant Agreement shall not affect its interpretation.

## **2. Grant Offer and Capacity**

- 2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement and the Grant Application, the GMCA shall pay the GMCA Grant to the Recipient as a contribution towards Eligible Expenditure incurred by the Recipient for the delivery of the Programme.
- 2.2 The Recipient acknowledges that the GMCA agrees to fund it only for the amount specified in this Grant Agreement and the Grant Application and that the GMCA agrees to fund it only for the purpose of the delivery of the Programme as specified in the Grant Application.
- 2.3 The Recipient acknowledges that the GMCA is acting as the accountable body in relation to the DCMS Grant and that the GMCA is obliged to ensure that it administers the Digital Workforce Fund in accordance with the MOU. The Recipient agrees that it will comply with any reasonable requests from the GMCA for assistance in relation to the GMCA's obligations to the DCMS under the MOU (including, but not limited to, the provision of additional monitoring information which may be required by the DCMS or the Evaluation Consultant regarding the delivery of the Programme and the use of the GMCA Grant).

2.4 The Recipient warrants and represents as follows:

- (i) the execution of and the observance of the Recipient's obligations under this Grant Agreement does not and will not contravene any of the provisions of its constitution, and
- (ii) on the date of this Grant Agreement it has taken all necessary action and has the power and authority to execute, deliver and perform its obligations under this Grant Agreement and the transactions contemplated by it and that all such authorisations are in full force and effect, and
- (iii) no litigation, arbitration or administrative proceedings are taking place, pending or, to the Recipient's knowledge, threatened against it, any of its directors or assets which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Grant Agreement.

### **3. Purpose and use of the GMCA Grant**

3.1 The Recipient shall use the GMCA Grant for the Purpose for the Grant Period as set out in and in accordance with this Grant Agreement (including the Grant Application) or as approved in writing by the GMCA and the Recipient shall not use the GMCA Grant for any other purpose.

### **4. Amount of the GMCA Grant and VAT**

4.1 The GMCA has agreed funding of up to the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.

4.2 The payment of the GMCA Grant is believed to be outside the scope of VAT but if any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the GMCA shall not be obliged to pay any additional amount by way of VAT.

### **5. Payment of the GMCA Grant**

5.1 Subject to compliance with this Grant Agreement, payments of the Grant Amount will be made as detailed in Schedule 2.

5.2 In order for any payment to be released, the Recipient is required to:

5.2.1 have signed and returned a copy of this Grant Agreement to the GMCA, and

[5.2.2 have provided the GMCA with such evidence as the GMCA may reasonably require in relation to the commitment of the Match Funding by the Match Funder]; and



- 5.2.3 have provided the appropriate bank details, and
  - 5.2.4 have submitted a valid DWF Claim Form; and
  - 5.2.5 have provided the GMCA with a completed DWF Monitoring Form containing the Monitoring Information; and
  - 5.2.6 be in compliance with the terms and conditions of this Grant Agreement.
- 5.3 The GMCA reserves the right to withhold all or any payments of the GMCA Grant if the GMCA has reasonably requested information/documentation from the Recipient (including but not limited to the Monitoring Information and the information to be provided in the DWF Claim Form) and this has not been received by the GMCA in the timescales reasonably required.
- 6. Eligible Expenditure**
- 6.1 Eligible Expenditure consists of payments by the Recipient for the Purpose.
- 7. Managing the GMCA Grant**
- 7.1 Each party must notify the other of:
- (a) the nominated person who will act as the party's authorised representative; and
  - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Recipient shall submit a completed DWF Monitoring Form, containing the Monitoring Information as detailed in Schedule 2.
- 7.3 The GMCA may, in addition, ask the Recipient to clarify information provided to it in the DWF Monitoring Form or the DWF Claim. If so, the Recipient shall comply with any GMCA request.
- 7.4 The GMCA may, in addition, ask the Recipient to provide additional information to assist the Evaluation Consultant to carry out the Evaluation or to provide additional information that may be requested by the DCMS as the body which is providing the DCMS Grant. If so, the Recipient shall comply with any reasonable request for additional information.
- 7.5 The Recipient must notify the GMCA as soon as reasonably practicable that an underspend of GMCA Grant is forecast. Any underspend of GMCA Grant funds must be returned to the GMCA.
- 7.6 If an overpayment of the GMCA Grant has been made, the Recipient shall return such overpayment to the GMCA promptly.

- 7.7 The Recipient may not vire funds between this GMCA Grant and other grants made to it.
- 7.8 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the GMCA Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the GMCA Grant is accounted for and monitored separately from the Recipient's other funding streams.

## **8. Records to be kept**

### **8.1 The Recipient must:**

- (a) maintain and operate effective monitoring and financial management systems; and
- (b) keep a record of expenditure funded partly or wholly by the GMCA Grant, and retain all accounting and other records relating to this for a period of at least six years after the end of the Grant Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.

### **8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):**

- (a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and
- (b) a signed undertaking that the partner will retain such documents for the period prescribed above.

## **9. Audit and inspection**

- 9.1 The Recipient, without charge, will permit any officer or officers of the GMCA and the DCMS and/or external auditing bodies (including the National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of GMCA Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the GMCA Grant has been used. The GMCA shall endeavour, but is not obliged, to provide notice of its intent to conduct an audit.
- 9.2 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.

## **10. Lawful conduct, equal opportunities and activities funded by the GMCA Grant**

- 10.1. The Recipient must ensure that it and anyone acting on its behalf complies with any applicable Law (including equal opportunities and other employment legislation) for the time being in force relating to the Purpose and this Grant Agreement.
- 10.2 Without prejudice to the generality of clause 10.1, the Recipient must ensure that it any anyone acting on its behalf complies at all times with Data Protection Legislation [and with the specific Data Protection requirements set out at in the Data Processing Annex attached at Schedule 5 to this Grant Agreement].
- 10.3 No aspect of the activity funded by the GMCA may be party-political in intention, use, or presentation.
- 10.4 The GMCA Grant may not be used to support or promote religious activity.

## **11. Value for Money**

- 11.1 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services and shall comply with its internal procurement and contracting rules where applicable.

## **12. Breach of GMCA Grant Terms**

- 12.1 If the Recipient fails to comply with any of the terms set out in this Grant Agreement, or if any of the events referred to in clauses 12.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Grant Agreement, the GMCA may reduce, suspend, or withhold GMCA Grant payments, or require all or any part of the GMCA Grant to be repaid (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment.
- 12.2 The events referred to in Clause 12.1 are as follows:
  - a) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior written agreement in advance of GMCA; or
  - b) Any information provided in the Recipient's application for the GMCA Grant (or in a DWF Claim for payment of the GMCA Grant made by the Recipient) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the GMCA considers to be material; or

- c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity; or
  - d) The Recipient changes the nature of its operations to an extent which the GMCA considers to be significant or prejudicial; or
  - e) there is a finding of State Aid non compliance relating to the Grant by the EU Commission.
- 12.3 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the GMCA's concern or rectify the breach, and may consult the GMCA or agree with it an action plan for resolving the problem. If the GMCA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of GMCA Grant, or to recover Grant funds already paid.
- 12.4 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable shall return to the GMCA any assets or property or any unused GMCA Grant funds (unless the GMCA gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

### **13. Insurance**

- 13.1 The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of such insurance to the GMCA on request.

### **14. Indemnity**

- 14.1 The GMCA accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence.
- 14.2 The Recipient shall indemnify the GMCA against any liabilities, costs, claims, damages or losses incurred by the GMCA which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.

### **15. Intellectual Property Rights and Publicity**

- 15.1 The Recipient agrees that the GMCA will be entitled, at no cost to the GMCA, to use any material created by the Recipient in relation to the Programme which the GMCA is funding under this Grant Agreement for such purposes as the GMCA shall deem appropriate.
- 15.2 Publicity and written material relating to the Programme and all other work funded by the GMCA Grant shall acknowledge this either in the body of the

copy or with 'Funded by:' written alongside the GMCA's logo (and if required by the DCMS, alongside the DCMS's logo).

## **16. Grant Period and Termination**

16.1. The GMCA does not commit to renew or continue financial support to the Recipient beyond the Grant Period.

16.2 The GMCA may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if:

- a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Grant Agreement of the delivery of the Programme specified in the Grant Application; or
- b) the Recipient has made any false, incorrect or misleading statement in order to obtain this GMCA Grant, or has been involved in any illegal activity or improper act in its administration, or has committed a Prohibited Act; or
- c) the Recipient has failed to comply with any of the obligations of this Grant Agreement and fails to remedy the same within 28 days (or such other period as the GMCA specifies in writing) of being served with a notice pointing out the breach requiring its rectification or
- d) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient; or
- e) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Recipient; or
- f) the Recipient ceases to carry on business or is or becomes unable to pay its debts with the meaning of Section 123 Insolvency Act 1986; or
- g) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient or
- h) any competent authority directs the repayment of the Grant.

16.3 Where termination of this Grant Agreement pursuant to clause 16.2 above the GMCA shall cease to and/or cease to under any obligation to make payments of any GMCA Grant and may require the Recipient to repay all or any part of the GMCA Grant (with interest if required). The Recipient must repay any

amount required to be repaid under this clause within 30 days of receiving the demand for repayment. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination

- 16.4 Nothing in this Grant Agreement shall effect the coming into force or the continuance in force of any provision of this Grant Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Agreement

## **17. Entire Agreement and Amendments to the Grant Agreement**

- 17.1 This Grant Agreement set out the entire agreement between the parties and replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.
- 17.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

## **18. Freedom of Information**

- 18.1 The acknowledges that the GMCA is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the GMCA (at the Recipient's expense) to enable the GMCA to comply with these Information disclosure requirements.
- 18.2 The Recipient shall itself and shall procure that its subcontractors shall:
- (a) transfer any Request for Information to the GMCA as soon as practicable after receipt and in any event within two working days of receiving a request for Information;
  - (b) provide the GMCA with a copy of all Information relating to a Request for Information in its possession or power in the form that the requires within five working days (or such other period as the GMCA may specify) of the GMCA requesting that Information; and
  - (c) provide all necessary assistance as reasonably requested by the GMCA to enable the GMCA to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 18.3 The GMCA shall be responsible for determining at its absolute discretion whether Information:
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

- (b) is to be disclosed in response to a request for Information, and in no event shall the Recipient respond directly to a request for Information unless expressly authorised to do so by the GMCA.
- 18.4 The Recipient acknowledges that the GMCA may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Recipient, or
  - (b) following consultation with the Recipient and having taken its views into account.
- 18.5 The Recipient shall ensure that all Information produced in the course of this Grant Agreement is retained for disclosure and shall permit the GMCA to inspect such records as requested from time to time.
- 18.6 The Recipient acknowledges that any lists or schedules provided by it outlining confidential information are of indicative value only and that the GMCA may nevertheless be obliged to disclose confidential information in accordance with clause 18.4

## **19. Notices**

- 19.1 All notices required to be given under this Grant Agreement shall be in writing and in English and shall be served by a party on the other party to the following addresses:

The GMCA: First Floor, Churchgate House, 56 Oxford Street, Manchester, M1 6EU

For the attention of: [ ]

Recipient: [ ]

For the attention of: [ ]

Or such other address(es) and nominated people as either party may designate to the other from time to time

- 19.2 Notices delivered hereunder shall be delivered by hand or sent by 1<sup>st</sup> Class Recorded or Special delivery post and shall be deemed to be delivered:

19.2.1 if delivered by hand, upon receipt;

19.2.2 if sent by first class recorded or special delivery post , two (2) working days after posting;

## **20 Contract (Rights of Third Parties) Act 1999**

20.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms under the Contract (Rights of Third Parties) Act 1999.

## **21. Governing Law**

211 This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

**This Agreement is executed by the parties hereto as a deed the day and year first before written.**



**Grant Period:** means a period of 12 months, commencing on [ ] and ending on [ ].

**Grant Period:** means a period of 12 months, commencing on [ ] and ending on [ ].

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**Grant Period:** means a period of 12 months, commencing on [ ] and ending on [ ].

**Grant Period:** means a period of 12 months, commencing on [ ] and ending on [ ].

**Schedule 2**  
**Grant Payments**  
**Monitoring Requirements**

**1. Grant Payments**

1.1 The Grant Amount will be payable in four [equal] quarterly instalments as follows:

- (i) First instalment of £[ ] will be paid following completion of the Grant Funding Agreement and submission to the GMCA by the Recipient of a valid DWF Claim in accordance with clause 5.2 which details the Eligible Expenditure which has been incurred by the Recipient from the Commencement Date until [ ], being the first quarter of the Grant Period.
- (ii) Second instalment of £[ ] will be paid on [ ] following submission to the GMCA by the Recipient of a valid DWF Claim in accordance with clause 5.2 which details the Eligible Expenditure which has been incurred by the Recipient from the [ ] until [ ], being the second quarter of the Grant Period.
- (iii) Third instalment of £[ ] will be paid on [ ] following submission to the GMCA by the Recipient of a valid DWF Claim in accordance with clause 5.2 which details the Eligible Expenditure which has been incurred by the Recipient from the [ ] until [ ], being the third quarter of the Grant Period.
- (iv) Fourth instalment of £[ ] will be paid on [ ] following submission to the GMCA by the Recipient of a valid DWF Claim in accordance with clause 5.2 which details the Eligible Expenditure which has been incurred by the Recipient from the [ ] until [ ], being the final quarter of the Grant Period.

1.2 The GMCA will pay the GMCA Grant to the Recipient in line with the payment schedule set out at paragraph 1.1 above following receipt by the GMCA of a valid DWF Claim and satisfactory Monitoring Information. The GMCA will make payment of GMCA Grant to the Recipient within 30 days of receipt of a valid DWF Claim.

**2. Monitoring Information**

2.1 As at the date of this Grant Agreement, the Monitoring Information which the GMCA will require the Grant Recipient to provide in respect of the Programme will include the following Data:

- (i) Details as to the number of participants who have started a course on the Programme;

- (ii) Details of the employers with whom the Recipient has engaged in the delivery of the Programme;
  - (iii) Such monitoring information regarding the characteristics of the participants who have started a course on the Programme as the GMCA may reasonably require the Recipient to collect;
  - (iv) Baseline monitoring information in relation to the employment status, skill level and current salary of participants who have started a course on the Programme.
  - (v) Measurement of job outcomes / progression into work in respect of participants who have completed a course on the Programme, three months after the participants have completed the course.
  - (vi) Tracking of the progress of participants who have completed a course on the Programme in terms of their employment and wages for a period of 6 months after the participants have completed the course.
- 2.2 The GMCA will provide the Recipient with a DWF Monitoring Form which specifies the Monitoring Information which the Recipient is to provide to the GMCA. The Recipient will be required to submit a completed DWF Monitoring Form on a quarterly basis alongside its completed DWF Grant Claim.
- 2.3 In addition to providing the GMCA with the Monitoring Information specified at paragraph 2.1, the Recipient will use all reasonable endeavours to provide any additional information that DCMS, the GMCA or the Evaluation Consultant may reasonably require from time to time in order to evaluate the success of the Programme itself or the wider DWF Fund in meeting the DCMS aim to help employers to meet advanced and specialist digital skills needs.

**Schedule 3**  
**Grant Application**

DRAFT

**Schedule 4**  
**DWF Claim Form**

DRAFT

**[SCHEDULE 5  
DATA PROCESSING ANNEX]**

DRAFT

Executed as a Deed by

[\_\_\_\_\_]

**THE COMMON SEAL OF  
THE GREATER MANCHESTER  
COMBINED AUTHORITY**

was hereunto affixed in pursuance of  
an Order of the said Authority:-

Authorised Signatory