****

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MoJ/HMPPS Covid-19 Response Grant**

**Agreement between Clinks and [xx]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**

**Parties:**

**Clinks**

Registered office: Block C, 5th Floor, Tavistock House, Tavistock Square, London, WC1H 9JJ

Registered Company No: 3562176

Registered Charity No: 1074546

**[xx]**

Registered office:

Registered Company No:

Registered Charity No:

**Grant Agreement**

This Agreement sets out the principal terms and conditions of [xx]’s participation in the *Covid 19 emergency response programme (the Programme)*, including [xx]’s obligations to support Clinks to meet the requirements of the grant funding for *the Programme*, including that provided by the MoJ/HMPPS.

The purpose of this Agreement is to ensure that Clinks and [xx] work together effectively to achieve the aims, objectives and outputs of *the Programme*. It is not the intention of Clinks or [xx] to form or create another organisation, whether incorporated or unincorporated.

These terms are not exhaustive and are only intended to be legally binding between Clinks and [xx] as specifically set out herein.

1. **Background**
   1. Clinks is the national infrastructure charity providing support to voluntary organisations in the criminal justice system in England and Wales.
   2. [xx] is one of an expected 50 voluntary and community organisations taking part in *the Programme.*
2. **The Grant Agreement**
   1. Clinks has entered into a binding agreement with the MoJ/HMPPS, under the terms of which Clinks is the first line recipient of a grant to deliver *the Programme*. Clinks will provide grant funding to [xx] (the “Grant”) to cover the activities and costs as agreed in Appendix A – The Summary of Funded Activity.
   2. Nothing in this agreement will lead to the creation of a contract for services.
   3. The expected scope of the activities to be delivered by [xx] in respect of the Grant are detailed in Appendix A.
   4. [xx] agrees to deliver the activities with reasonable due skill and care in accordance with generally recognised commercial practices (including having in place Equality and Diversity, Health and Safety, and Safeguarding policies) and standards for similar activities.
3. **Commencement and duration**
   1. This Agreement commenced on.
   2. [xx] agrees to deliver the activities detailed in Appendix A (the “Activities”) within the time period set out in Appendix A.
4. **Subcontracting & Partnerships**
   1. Any intention to partner, collaborate with or subcontract to a third party organisation or organisations in the delivery of any element of the Activities by [xx] needs prior agreement with Clinks.
   2. In the event that [xx] does partner, collaborate or subcontract the delivery of any element of the Activities, [xx] will remain solely responsible for fulfilling its obligations to Clinks under this Agreement.
5. **Payment to partners and accounting for project funding**
   1. It is anticipated that the grant payments will be claimed as a single amount.
   2. [xx] agrees that the grant payments distributed by Clinks under this Agreement will be used solely for the Activities, which themselves constitute part of *the Programme.*
   3. [xx] will keep and maintain separate records of grant monies received and dispersed. Accounting records include original invoices, receipts and whether in written or electronic form.
   4. Both parties must retain all accounting records relating to grant funded activities for a period of at least 7 years from the date of funding.
6. **Conditions** 
   1. [xx] agrees to ensure that at all times, they have compliant employment policies and procedures in place. [xx] will follow good practice guidelines and pay attention to equalities in any recruitment and selection process. In accordance with clause 11.4 of the Collaboration Agreement, [xx] agrees to ensure that it will take steps to ensure its operations and supply chains are trafficking and slavery-free.
   2. This Agreement can only be altered by the express agreement of Clinks and [xx].
   3. [xx] can withdraw from the Agreement by giving at least one months’ notice to Clinks.
      1. [xx] recognises its continuing responsibilities in relation to the delivery of the activities set out in Appendix A. This liability extends beyond the [xx]’s withdrawal, insofar as is required for the [xx] to deliver the proportion of the Activities commensurate to the Payment received by the [xx] under clause [5] prior to withdrawal.
   4. If [xx] has to withdraw, Clinks will be free to select an alternative partner organisation to participate in *the Programme* in [xx]’s place.
7. **Confidentiality & Data Protection**
   1. [xx] will be required to keep confidential the Confidential Information of each other and of the MoJ/HMPPS
   2. [xx] agrees to enter into a Confidentiality Disclosure Agreement in the form set out in Appendix C.
   3. [xx] will ensure that it does nothing that puts Clinks in breach of the Data Protection Act 2018, the General Data Protection Regulations (GDPR) or other applicable privacy legislation and shall indemnify Clinks in respect of any losses or liabilities incurred as a result of or in connection with any failure to comply with the GDPR.
8. **Termination**
   1. Clinks reserves the right to terminate this Grant Agreement immediately upon termination of *the Programme* grant agreement between Clinks and the MoJ/HMPPS.
9. **General**
   1. **Changes to *the Programme* Requirements:**
      1. In the event that the MoJ/HMPPS notifies Clinks of changes to its activities supported by the grant, [xx] shall use all reasonable endeavours to accommodate any changes to the needs and requirements of the MoJ/HMPPS.
   2. **Dispute Resolution:** 
      1. The parties to this Agreement shall use all reasonable endeavours to settle amicably, any disputes that arise during the duration of this Agreement.
      2. Any dispute not capable of resolution by the parties shall be settled by mediation in accordance with the Centre for Dispute Resolution Model Mediations Procedure.
      3. No litigation should proceed until the parties agree that mediation has failed to provide a satisfactory resolution.
      4. Each party to this Agreement reserves the right to re-negotiate its terms in the event of a significant change occurring.
      5. Where one party has failed to fulfil its terms of the Agreement, and where this failure is capable of remedy, had failed to remedy the breach within 28 days of a written request, the parties will move to the above dispute resolution processes.
   3. **Partnership responsibilities:**

***Responsibilities of Clinks***

Clinks will

* Receive the grant and make payments to [xx] on submission of an invoice, subject to the terms set out in clause [5] above.
* Oversee and manage overall delivery of *the Programme* as set out in the grant agreement with MoJ/HMPPS

***Responsibilities of [xx]***

[xx] will:

* Ensure delivery of the programme of activities set out in Appendix A
* Put identifiable means in place to ensure that its activities under the Appendix A meet the objectives and requirements agreed with Clinks, and that any failures to achieve these are promptly addressed.
* Maintain accurate records of the activities delivered under Appendix A and will notify Clinks promptly of any difficulties in meeting agreed objectives or timetables.
* Notify Clinks in writing at least 30 days before changing any governing documents, transferring assets to or merging with any other body or changing ownership and key personnel involved in the delivery of the project
* Not sub-contract any work to third parties without the express permission of Clinks.
* Production of a short report on the activities and associated outcomes supported by this grant, listed in Appendix A, and the achievements with this funding.

We the undersigned agree that all the above and the attached appendices form the entire agreement between us in relation to the project and that no other matters raised in discussions, emails or other communications form part of this agreement.

Signed by:

Print name:

Position:

Date:

duly authorised for and on behalf of Clinks

Signed by:

Print name:

Position:

Date:

duly authorised for and on behalf of [xx]

**Appendices:**

Appendix A – Summary of funded activity

Appendix B – Payment schedule

Appendix C – Confidentiality Disclosure Agreement

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Appendix A – Summary of Funded Activity**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Total grant amount:**

**Funded activity:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Appendix B – Payment Schedule**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Total payment to [xx]: [£] to deliver the activities detailed in the MoJ/HMPPS Covid-19 Response Grant Agreement (Appendix A) between Clinks and [xx].

A single payment will be made by CAF transfer within one week of receipt of an invoice from [xx], subject to the signing of this grant agreement by both parties.

The invoice must clearly state that the funds relate to the Covid-19 Response Grants Programme.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Appendix C – Confidentiality Disclosure Agreement**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Principle one: protecting the interests of clients**

[xx] should protect the interests of their clients in all their dealings.

1. *Application of Principle One:*
   1. [xx] will respect confidential information regarding a client’s business and not disclose or permit the disclosure of any such information without the client’s prior permission, or unless so ordered by a court or statutory body.

**Principle two: confidentiality, copyright and intellectual property rights**

[xx] willtreat all information within the principles and guidance of the Social Research Association’s Ethical Guidelines and GDPR.

1. *Application of Principle Two:*
   1. [xx] willtreat all communication and information, whether in written, electronic or oral form, in strict confidence. Information is used only for the purpose of the agreed work, and is not transferred to a third party.
   2. Where records are accessed, consideration should be given to sensitive records, and to obtaining appropriate consent.
   3. Efforts shouldbe made to protect the anonymity of participants in the work, and information is not linked directly with them in written reports, unless their express permission is given:
   4. The copyright and all other intellectual property rights whatsoever in any work produced by you for Clinks or a Client of Clinks shall belong to Clinks absolutely and you hereby waive any moral rights or any other rights whatsoever which it may have in such work and will, at the expense of Clinks, take or join in taking such steps to vest such rights in Clinks or enforce the same on behalf of Clinks as Clinks shall require.
   5. The obligations contained in this clause shall remain in force notwithstanding termination of this Agreement for any reason whatever.
   6. You will ensure that you do nothing that will put Clinks in breach of the Data Protection Act 2018 or the General Data Protection Regulations (GDPR) in relation to personal data processed in the course of providing the Services.
   7. You will process data only on the express instructions of Clinks. All data provided to you by Clinks or obtained by Clinks in the course of providing the Service is confidential and is not to be copied, disclosed or processed in any way without the express authority of Clinks.
   8. All personal data held by you (whether kept in the form of manual or computer records) is to be kept securely and you agree to take all necessary steps to ensure that the information is not subjected to unauthorised or unlawful processing, tampering or accidental loss, destruction or damage.

**Principle three: quality of service**

[xx] will have identifiable means in place to ensure that the work performed meets the objectives and requirements agreed with the client, and that any failures to achieve these are promptly addressed.

1. *Application of Principle three*
   1. [xx] will maintain accurate records of the work performed for Clinks, and should notify Clinks promptly of any difficulties in meeting agreed objectives or timetables.