

North London Community Fund 2024-25

Guidance Document

October 2023

This guidance document provides information about the North London Community Fund 2024-25, eligibility criteria and how to apply. Please ensure you read this document before applying for funding.

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1. INTRODUCTION

- 1.1 North London Waste Authority is the statutory waste disposal authority for the seven north London Boroughs of Barnet, Camden, Enfield, Hackney, Haringey, Islington, and Waltham Forest (the Boroughs). We arrange for materials collected for recycling by the Boroughs to be sorted and recycled; transport and dispose of all “residual waste” (i.e., rubbish/black bag waste) collected by the Boroughs; arrange for reuse and recycling centres to operate, and plan for the infrastructure and contracts needed to provide long-term high-quality recycling and waste services.
- 1.2 Our priority is to reduce waste, which saves money for councils and preserves resources for future generations. By encouraging people to rethink, reduce and reuse, and campaigning for changes from government and industry, we can help to reduce consumption-based emissions in the face of a climate emergency. Through the [North London Waste Prevention Plan](#), we engage residents and businesses to enable behaviour change, and campaign for policy changes from government and industry.
- 1.3 NLWA established the North London Community Fund (the Fund) to support waste prevention initiatives in the Authority area. The Fund provides community-based (non-profit making) organisations with funding to develop new approaches to reduce waste and/or extend the reach and impact of existing waste prevention activity. The total amount of funding available for 2024-25 is £250,000.00. The Fund will be awarded in two phases.
- 1.3.1 Phase 1, total funding available is £150,000.00. This is for small awards which are up to £5,000.00 and medium awards which are up to £15,000.00. These projects will have a one-year delivery timeframe. This document sets out the guidance for this phase of the Fund. It opened for applications in October 2023 and will close to applications in December 2023.
- 1.3.2 Phase 2, total funding available will be £100,000.00. This will be for large awards greater than £15,000 and up to £100,000.00. A maximum of two projects will be awarded in this phase. These projects will have a two-year delivery timeframe. Details of when this funding will be open for applications and the guidance document to support it will be available in quarter 1 of 2024-25 financial year. No further details of the large awards are presented in this current document.

2. ELIGIBILITY CRITERIA

2.1 **Up to £5,000.00 or £15,000.00** is available per eligible project, and preference will be given to those projects that focus on preventing the waste of electricals, food, furniture, textiles, paint, or plastic.

2.2 The grant of any funding by NLWA would require a Funding Agreement to be entered into with the successful applicants and would include relevant terms including the expected activity and reporting. The Terms and Conditions of the Funding Agreement can be found in Appendix 1.

2.3 To be eligible for funding **all the following** must apply:

2.3.1 Proposed projects must take place in at least one of the Boroughs.

2.3.2 Only one proposal must be submitted by an applicant in this funding round.

2.3.3 Projects should be completed by 31 March 2025, but there is the possibility of extension beyond this date. Please provide further details in your application if required.

2.4 Who can apply:

2.4.1 Types of organisations that are eligible to apply are:

- Charitable Trust
- Unincorporated Association
- Community Benefit Society / Cooperative Society registered under the Co-Operative and Community Benefit Societies Act 2014
- Charitable Company
- Community Interest Company
- Company Limited by Guarantee
- Charitable Incorporated Organisation

2.4.2 If your organisation does not fall under the one of the types of organisations above but you believe you fit the criteria and you wish to apply, please email wastepreventionteam@nlwa.gov.uk to check eligibility.

2.4.3 Individual organisations can apply either on their own or with other organisations as a consortium.

- 2.5 As detailed at paragraph 2.2, successful applicants will need to enter into a Funding Agreement and payment will be made to a bank account designated to that organisation. Where a consortium applies and is successful, each member of the consortium will be required to sign the Funding Agreement.
- 2.6 Previous Fund applicants may apply irrespective of whether they were successfully funded or not in a previous year, considering the other funding criteria listed on this in Section 4. NLWA reserves the right to disqualify any applicants whose contract has been terminated by NLWA for non-performance.
- 2.7 Types of eligible projects:
- 2.7.1 Projects which propose a new approach to tackling a waste prevention problem or a waste stream that NLWA has not addressed before.
- 2.7.2 Either be innovative or deliver a type of project already being delivered by NLWA or the Boroughs, but for a different group of residents currently not being reached through that work.
- 2.7.3 For funding which will be used to match fund already received or committed support from other funders if the applicant organisation is only submitting one proposal so that clause 4.1.3 is adhered to. NLWA must receive evidence of any co-funding arrangements within five working days of the notification of provisional award for funding (provisional award letter). Failure to provide such evidence will result in the funding from NLWA being withdrawn in full. NLWA will not make any payment of the funding amount prior to the receipt of such evidence of co-funding arrangements.
- 2.7.4 Can be for goods or for the cost of an activity if it can be successfully shown to tackle a waste prevention problem for the waste streams identified by NLWA.
- 2.7.5 Organisations can apply for either part funding or full funding for their project.

3. CONDITIONS OF PAYMENT

- 3.1 For requests for funding NLWA will require evidence of the following, which must be provided within five working days of the notification of provisional award for funding or such period as may be specified by NLWA in the provisional award letter.
- 3.1.1 A copy of audited accounts or financial statement for the last financial year
- 3.1.2 Environmental policy or statement
- 3.1.3 Health and Safety policy
- 3.1.4 Equal Opportunities policy

- 3.1.5 Enhanced Disclosure and Barring Service (DBS) for all relevant staff involved in the project for proposals that involve working with children, young people, or adults at risk.
 - 3.1.6 Public Liability Insurance for proposals that involve the use of a venue or locations.
 - 3.1.7 Employers Liability Insurance unless the applicant falls within the statutory exemption for mandatory Employers Liability insurance.
 - 3.1.8 Evidence of registration or certification for projects that require registration or certification with an approval body.
 - 3.1.9 Evidence of funding from third parties (if applicable)
 - 3.1.10 Additional conditions which are specific to the type of project proposed by an applicant will be specified in the provisional approval letter to the successful applicant.
- 3.2 NLWA intends to make payment to successful applicants as follows. However, the Authority reserves the right to adjust the payment terms and to link them to specified project milestones, key deliverables, receipt of required financial or project reports, and/or completion of the project. These arrangements will be set out in the award letter.
- 3.2.1 For small awards, up to £5,000.00:
 - 3.2.1.1 First payment, for 100% of the total value of the project once:
 - 3.2.1.2 All documents relevant to the application listed in 3.1 have been received by NLWA.
 - 3.2.1.3 The Funding Agreement has been signed by both parties.
 - 3.2.1.4 The project inception meeting has been held. The date of submission of financial and operational reports and date of payments shall be agreed at the project inception meeting.
 - 3.2.2 For medium awards, up to £15,000.00:
 - 3.2.2.1 First payment, for 80% of the total value of the project once:
 - 3.2.2.2 All documents relevant to the application listed in 3.1 have been received by NLWA.
 - 3.2.2.3 The Funding Agreement has been signed by both parties.
 - 3.2.2.4 The project inception meeting has been held. The date of submission of project reporting requirements and date of payments shall be agreed at the project inception meeting.
 - 3.2.2.5 Second payment, for 20% of the total value of the project once:
 - 3.2.2.6 The final monitoring report, final financial report and the final case study have been submitted and agreed by NLWA.

3.3 Details of meetings and reporting requirements are set out in section 12.

3.4 The organisation fails to attend mid-term and end of project meetings and submit required reports by the dates agreed at the inception meeting without an extension being agreed by the Authorised Officer in advance, NLWA shall withhold or suspend payment. NLWA reserves the right to terminate the Funding Agreement in accordance with clause 13. Applicants should note that time is of the essence for the submission of the reports. If an organisation fails to submit the final reports as specified above and NLWA exercises the right to terminate the Funding Agreement, the organisation shall not be entitled to final payment.

4. PROJECTS THAT ARE NOT ELIGIBLE

4.1 NLWA will **not accept** applications for any of the following:

4.1.1 Research project.

4.1.2 Project delivered by a school, or in school premises during term time and within school times.

4.1.3 Project delivered by a local authority.

4.1.4 Project submitted by a profit-making business.

4.1.5 Project involving political activity.

4.1.6 Project delivered exclusively for religious purposes.

4.1.7 Project designed to reduce commercial waste i.e., waste collected from businesses that a local authority would not be expected to collect.

4.1.8 Project for which full funding has already been received.

4.1.9 The cost of work or activities that any other organisation or individual has a duty to undertake.

4.1.10 Proposal designed to cover the cost of contingencies or depreciation of fixed assets relating to other projects being delivered by the applicant.

4.1.11 Proposal must not duplicate work that is being planned or in progress that will be delivered by NLWA or the Boroughs.

5. HOW TO APPLY

5.1 Applicants must complete the North London Community Fund on-line application form which is available on the following webpage: nlwa.gov.uk/campaigns-and-projects/north-london-community-fund

5.2 If you are experiencing difficulties with accessing or completing the application form, please email wastepreventionteam@nlwa.gov.uk for advice and support.

- 5.3 All fields in the application form must be completed. If you do not provide essential information required, you will not be eligible to apply for funding. The checklist in Section 3 of the application form sets out the information which applicants must confirm they hold and for which evidence will need to be provided if funding is provisionally awarded.
- 5.4 You will be notified if your application is provisionally approved for funding by NLWA staff and you will be required to submit copies of relevant documents referenced in the checklist. Any documents requested must be submitted within five working days from the date of the notification of the initial provisional approval to have your funding approved or such period as may be specified by NLWA in the provisional award letter. If you fail to comply within the timeframe your provisional approval for funding may be withdrawn.
- 5.5 Before applying for funding, please ensure you read the guidance notes and Terms and Conditions of funding in the Agreement attached as Appendix 1.
- 5.6 Organisations are responsible for obtaining all information necessary for the preparation of their application and all costs, expenses and liabilities incurred by an organisation in connection with the preparation and submission of an application shall be borne by that organisation and NLWA shall not be liable for any costs or expenses, howsoever incurred by the organisation.
- 5.7 Organisations applying for funding must not lobby, offer any inducement, fee, or reward to NLWA Members or officers regarding their application, or permit to lobby others on their behalf or do anything which would constitute a breach of the Bribery Act 2010 or under section 117 of the Local Government Act 1972. If you are found to be lobbying or otherwise engaging in any activity contrary to this paragraph, your application will be disqualified.
- 5.8 If applicant organisations propose to produce literature to support a project this promotional literature should adhere to the NLWA communications guidance, which will be sent to successful applicants once the Funding Agreement has been signed. However, promotional literature should retain the identity of the organisation providing the project and should comply with the code of recommended practice on local authority publicity. Publicity materials produced as part of the project that utilise NLWA

branding will require NLWA's approval in advance. Any written or spoken presentations about the project should only refer to NLWA with prior consent.

5.9 Proposals must comply with the Equality Act 2010.

6. EVALUATION OF APPLICATIONS

6.1 Projects will be assessed against the evaluation criteria set out in Section 7 below.

6.2 The evaluation will be undertaken by NLWA staff in consultation with Borough officers.

6.3 NLWA will check applications to ensure that they are not duplicating any waste prevention work being delivered or in plan by the Boroughs or NLWA.

6.4 Applicants will be notified of the outcome of the application once the evaluation process has been completed. The evaluation process can last numerous weeks.

7. EVALUATION CRITERIA

7.1 Projects will be evaluated based on the following:

7.1.1 Innovation and creativity

7.1.2 Robustness of measurement and evaluation framework for the project

7.1.3 Measurable outputs and targets

7.1.4 Replicability, longevity, and legacy. Demonstration of commitment to the project after the funding period

7.1.5 Cost effectiveness and value for money. Applicants should note that when applications include any purchases these will be evaluated based on the anticipated life of the items procured, and when the proposal involves delivery of events any ongoing commitments made by the Funded organisations to continue delivering beyond the funded period.

7.2 The level of detail provided in the proposal should be proportionate to the level of funding requested. However, all proposals must contain measurable and targets. NLWA reserves the right to seek clarification and/or disqualify vague and ambiguous applications.

7.3 The highest scoring projects will be funded up to the value of £150,000.00. The number of projects that will be awarded will be determined during the evaluation phase.

8. APPLICATION TIMESCALES

8.1 Table 1 below provides the timetable for applications and the decision-making timeframes.

Table 1: Timescales for applications

Activity	Date
Fund opens to applications	16 October 2023
Microsoft Teams webinar for prospective applicants	30 October 2023
Microsoft Teams webinar for prospective applicants	13 November 2023
Deadline for applicant questions	28 November 2023
Application closing date	1pm, 15 December 2023

9. SUCCESSFUL APPLICATIONS

9.1 If your application is successful, you will receive a provisional award letter via email to the email address supplied in your application. It will contain a notification of the funding amount and any condition precedent relevant to the funding.

9.2 If the project is not delivered in line with the agreed outcomes or if the organisation does not comply with the terms of the Funding Agreement at any stage, NLWA reserves the right to withhold, suspend and request the repayment of any funding. NLWA further reserves the right to terminate the Funding Agreement and recover the funds paid in advance, and the organisation shall promptly reimburse any such funds already paid. Any obligation for further payments under the Funding Agreement will immediately cease to be binding on NLWA.

9.3 NLWA and Borough officers reserve the right to visit the location for the delivery of your project for monitoring purposes. NLWA will give you advance notice of any such visit.

9.4 NLWA will require evidence of the outcomes and expenditure that you have reported. Failure to comply with this requirement will jeopardise payment.

10. UNSUCCESSFUL APPLICATIONS

10.1 If your application is unsuccessful, you will receive an email from NLWA once the evaluation process has been concluded.

10.2 NLWA's decision is final.

10.3 Applicants that were unsuccessful in previous rounds of funding are eligible to re-apply.

11. CLARIFICATIONS

11.1 NLWA will only be able to provide help with general enquiries but cannot answer any questions related to specific project ideas or applications.

11.2 Any clarifications related to the Fund must be submitted in writing by email to NLWA at wastepreventionteam@nlwa.gov.uk and marked 'for the attention of Waste Prevention Manager.

11.3 NLWA will respond to all reasonable clarifications in accordance with the timetable in Table 1.

11.4 NLWA reserves the right (but is not obliged) to seek clarification of any aspect of your application where necessary or meet in person to discuss your proposal in more detail prior to funding award for the purposes of carrying out a fair evaluation. Organisations are asked to respond to such requests promptly and within the period indicated by NLWA.

11.5 NLWA reserves the right, at any time, to discontinue the Fund and not to award any funding at all.

11.6 Please send your enquiries to wastepreventionteam@nlwa.gov.uk. Telephone enquiries will not be accepted.

12. MONITORING AND REPORTING REQUIREMENTS

12.1 The funding recipient shall closely monitor the delivery and success of the project throughout the Funding Period to ensure that the aims and objectives of the project are being met and that the Funding Agreement is being adhered to.

12.2 The following meetings and reporting stages are compulsory for all fund recipients. Ideally these meetings will take place at a location where the project is being delivered.

12.3 Project reporting:

12.3.1 The funding recipient shall monitor the performance of the project against agreed targets.

12.3.2 Project spend must be monitored by the funding recipient. A full record of spend must be provided by the funding recipient to NLWA in the financial report at the end of the project. A template for this will be provided at the project inception meeting. Evidence of spend will be required such as receipts, invoices, and staff time records.

12.3.3 Funding recipients of small and medium awards will be expected to complete the monitoring report template that will be provided and explained by the NLWA officer at the project inception meeting.

12.3.4 Recipients of the medium award will be expected to complete a case study template that will be provided and explained by the NLWA officer at the project inception meeting.

12.4 Project inception meeting:

12.4.1 This meeting is held at the start of the project with the funding recipient and an NLWA officer. This will occur once the funding agreement has been finalised.

12.4.2 During this meeting the funding proposal will be reviewed, and project delivery milestones will be checked and agreed.

12.4.3 The reporting requirements will be agreed, including provision of report templates by the NLWA officer.

12.4.4 The dates for the mid-project and end of project meetings will be provisionally agreed.

12.5 Mid-project meeting:

12.5.1 This will be a structured meeting between the funding recipient and an NLWA officer.

12.5.2 The purpose of this meeting is to gather progress data against project milestones. Types of data that must be available for this meeting will include for example numbers of people engaged, activities delivered and spend to date. This information will be recorded in the monitoring and financial report templates.

12.5.3 Delivery plans for the remainder of the project will be discussed.

12.6 End of project meeting and reporting

12.6.1 This will be a structured meeting between the funding recipient and an NLWA officer.

12.6.2 For small awards, an NLWA officer will carry out a structured meeting to review how the project went, including any successes and challenges. The funding recipient will provide the final monitoring report and the final financial report.

12.6.3 For medium awards, a structured meeting will also be held. The funding recipient will provide the final monitoring report, final financial report, and the final case study.

APPENDIX 1: FUNDING AGREEMENT

Standard terms and conditions for funding relating to the North London Community Fund

These terms and conditions will apply to all offers for funding made pursuant to the North London Community Fund for 2024-25.

It sets out the legal terms of the offer for Funding by NLWA to the Recipient and it is the responsibility of the Recipient to read and fully understand these terms and conditions including responsibilities of the Recipient before accepting the Funding.

If you have any general questions about this document, please email NLWA to:
wastepreventionteam@nlwa.gov.uk

1 THE FUNDING

- 1.1 The Funding amount is set out in the Award Letter. This Funding Agreement shall come into force on the Commencement Date and shall continue (subject to earlier termination in whole or in part in accordance with these Conditions or extension of the Funding Period at the sole discretion of NLWA) until the expiry of the Funding Period. Any obligations under the Funding Agreement that remain unfulfilled following its expiry or termination shall survive the expiry or termination and continue in full force and effect until they have been fulfilled.
- 1.2 The Recipient shall use the Funding only for the delivery of the Project and in accordance with this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of NLWA.
- 1.3 The Recipient shall not make any significant change to the Project without NLWA's prior written agreement.
- 1.4 The Recipient must ensure that the information held by NLWA about them is always true and up to date and shall promptly inform NLWA of any changes.

2 PAYMENT AND USE OF THE FUNDING

- 2.1 Subject to conditions 2 and 12, NLWA may pay the Funding on execution of this Funding Agreement or in instalments which may be linked to specified project milestones, key deliverables, receipt of required financial or project reports, and completion of the project.
- 2.2 The arrangements for payment of the Funding will be set out in the Award Letter attached as Schedule 2.
- 2.3 No Funding or instalments for the Funding shall be paid unless and until NLWA is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 2.4 The amount of the Funding shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 2.5 The Recipient acknowledges that the Funding is not consideration for any taxable supply for VAT purposes and agrees that NLWA's obligation to pay the Funding does not extend to paying any amounts in respect of VAT in addition to the grant. If the Recipient is registered for VAT, or subsequently becomes liable to register for VAT, the Recipient shall keep proper and up to date records and shall make those records available to NLWA when requested. If NLWA agreed to fund any or all of the VAT costs associated with the Project and the Recipient subsequently recovers the VAT, the Recipient shall promptly repay any of the VAT that has been paid for with the Funding.
- 2.6 The Funding shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 2.7 The Recipient shall not transfer any part of the Funding to bank accounts which are not ordinary business accounts, without the prior written consent of NLWA.
- 2.8 The Recipient shall promptly repay to NLWA any money incorrectly paid to it.

- 2.9 Where amounts of the Funding is indicated against specific items of expenditure, the Recipient shall ensure that the amount spent on any item of expenditure shall not exceed the corresponding amount of the Funding relating to the expenditure as specified by NLWA without its prior written agreement. NLWA reserves the right to request proof of expenditure at any time during the Funding Period.
- 2.10 The Recipient shall not use the Funding to:
- 2.10.1 make any payment to members of its Governing Body;
 - 2.10.2 purchase buildings or land; or
 - 2.10.3 pay for any expenditure commitments of the Recipient entered into before the Commencement Date,
- unless this has been approved in writing by NLWA.
- 2.11 The Recipient shall not spend any part of the Funding on the delivery of the Project after the Funding Period.
- 2.12 Should any part of the Funding remain unspent at the end of the Funding Period, the Recipient shall ensure that any unspent monies are returned to NLWA or, if agreed in writing by NLWA, used for charitable purposes as agreed between the parties.
- 2.13 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Funding or other resources of the Recipient. There will be no additional funding available from NLWA for this purpose.

3 THE PROJECT

- 3.1 The Recipient must obtain the prior written consent of NLWA before making any changes to the Project or its aims, structure, delivery, outcomes, duration or ownership.
- 3.2 If NLWA agrees that the Recipient can make changes to the Project, NLWA reserves the right to request for additional conditions for the changes.
- 3.3 The Recipient shall start the Project on the date set out in the Award Letter and shall ensure that all milestones and deliverables are delivered on time, make satisfactory progress, and deliver the Project on time.
- 3.4 The Funding comes from public money and the Recipient shall ensure that any goods or services bought with it are always used in a way that gives value for money and avoids any conflict of interest.

4 ACCOUNTS AND RECORDS

- 4.1 The Funding shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds. For avoidance of doubt this means that unspent funds and/or assets in respect of this Funding must be shown separately in the Recipient's accounts and subject to condition 2.13 are repayable to NLWA if the Funding is not fully utilised for the purpose for which it was paid
- 4.2 The Recipient shall keep separate, accurate and up-to-date accounts (and have them independently audited annually by a qualified accountant) and records of the receipt and expenditure of the Funding monies received by it.
- 4.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period six years following

receipt of any Funding monies to which they relate. NLWA shall have the right to inspect and take copies of the Recipient's accounts and records that relate to the expenditure of the Funding.

- 4.4 The Recipient shall provide NLWA with a copy of its annual accounts within six months (or such lesser period as NLWA may reasonably require) of the end of the relevant financial year in respect of each year in which the Funding is paid and within fourteen days of a request to do so.
- 4.5 The Recipient shall comply and facilitate NLWA's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and NLWA.
- 4.6 The Recipient shall upon request submit an adopted Constitution Memorandum and Articles of Associations (where appropriate) and notify NLWA in writing and within seven days in advance of proposed changes to its Constitution.
- 4.7 The Recipient shall ensure that no person involved in the preparation of accounts has any business or personal relationship to another person involved in the everyday operation of the Recipient's organisation.

5 MONITORING AND REPORTING

- 5.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Funding Period to ensure that the aims and objectives of the Project are being met and that these Conditions are being adhered to.
- 5.2 The Recipient shall provide NLWA with such financial and operational reports on its use of the Funding and delivery of the Project at such frequency and in such formats as NLWA may reasonably require.
- 5.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 5.4 The Recipient shall permit any person authorised by NLWA such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations.
- 5.5 The Recipient shall permit any person authorised by NLWA to visit the Recipient to monitor the delivery of the Project during the Funding Period.
- 5.6 The Recipient shall keep proper and up to date records of activities in respect of which the Funding is used including the numbers of persons assisted and such other monitoring information as NLWA may reasonably require.

6 ACKNOWLEDGEMENT AND PUBLICITY

- 6.1 The Recipient shall acknowledge the Funding in its annual report and accounts, including an acknowledgement of NLWA as the source of the Funding.
- 6.2 The Recipient shall not publish any material referring to NLWA or any of its constituent boroughs without the prior written agreement of NLWA.

- 6.3 The Recipient shall not engage in any written or verbal publicity, promotion, or activities relating to the Project without the prior written consent of NLWA. The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by NLWA.
- 6.4 NLWA may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

7 INTELLECTUAL PROPERTY

- 7.1 NLWA and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either NLWA or the Recipient before the Commencement Date or developed by either party during the Funding Period, shall remain the property of that party.

8 CONFIDENTIALITY

- 8.1 Subject to clause 9, each party shall keep confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

9 FREEDOM OF INFORMATION

- 9.1 The Recipient acknowledges that NLWA is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 9.2 The Recipient shall:
- i. provide all necessary assistance and cooperation as reasonably requested by NLWA to enable it to comply with its obligations under the FOIA and EIRs;
 - ii. transfer to NLWA all requests for information relating to the Funding Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - iii. provide NLWA with a copy of all information sought in the request for information which is in its possession or control in the form that NLWA requires within 5 working days (or such other period as NLWA may reasonably specify) of NLWA's request for such information; and
 - iv. not respond directly to a request for information unless authorised to do so by NLWA.
- 9.3 The Recipient acknowledges that NLWA may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. NLWA shall take reasonable steps to notify the Recipient of a request for information but it shall be responsible for determining in its absolute discretion whether any information should be disclosed.

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10 WITHHOLDING, SUSPENDING AND REPAYING THE FUNDING

- 10.1 NLWA's intention is that the Funding will be paid to the Recipient in full. However, NLWA may at its discretion withhold or suspend payment of the Funding and/or require repayment of all or part of the Funding if:
- i. the Recipient makes any changes to the Project without the written consent of NLWA;
 - ii. the Recipient uses the Funding for purposes other than those for which it has been awarded;
 - iii. the Recipient fails to provide evidence of outcomes and expenditure for the Project as agreed between the Recipient and NLWA;
 - iv. the Recipient fails to provide any reports at the agreed time or in the agreed format;
 - v. the final operational and financial report submitted by the Recipient does not demonstrate that Project outcomes, targets and outputs have been met in line with the Application;
 - vi. the delivery of the Project does not start on the Commencement Date;
 - vii. NLWA considers that the Recipient has not made satisfactory progress with the delivery of the Project or NLWA deems it unlikely that the Funding will fulfil the purpose for which it was made available;
 - viii. the Recipient is, in the reasonable opinion of NLWA, delivering the Project in a negligent manner;
 - ix. the Recipient obtains duplicate funding from a third party for the Project without the approval of NLWA;
 - x. the Recipient undertakes activities that are likely to bring the reputation of the Project or NLWA into disrepute;
 - xi. the Recipient provides NLWA with materially misleading or inaccurate information;
 - xii. the Recipient commits any act or omission in the delivery of the Project leading to legal proceedings from a member of the public or a regulatory body;
 - xiii. the Recipient commits a Prohibited Act ie
 - xiv. offering, giving or agreeing to give to any servant of NLWA any gift or consideration of any kind as an inducement or reward for:
 - a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement or any other contract with NLWA; or
 - b) showing or not showing favour or disfavour to any person in relation to these Conditions or any other contract with NLWA;
 - xv. entering into this Agreement or any other contract with NLWA where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to NLWA;
 - xvi. committing any offence:

- a) under the Bribery Act 2010;
 - b) under legislation creating offences in respect of fraudulent acts; or
 - c) at common law in respect of fraudulent acts in relation to the Funding Agreement or any other contract with NLWA; or
- xvii. defrauding or attempting to defraud or conspiring to defraud NLWA;
- xviii. any member of the governing body, employee or volunteer of the Recipient has acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project
- xix. the Recipient ceases to operate for any reason, or it passes a resolution that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- xx. the Recipient becomes insolvent, or a trustee is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.
- 10.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Recipient NLWA may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with NLWA.
- 10.3 The Recipient shall make any payments due to NLWA without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 10.4 Should the Recipient be subject to financial or other difficulties which may have a material impact on the effective delivery of the Project or compliance with this Agreement it will notify NLWA as soon as possible so that it will have an opportunity to provide assistance in resolving the problem or to take action to protect NLWA, the Funding and the Project.

11 TERMINATION

- 11.1 NLWA may terminate this Agreement and any Funding payments on giving the Recipient one month's written notice should it be required to do so by financial constraints.
- 11.2 NLWA may terminate this Agreement and any payments upon giving the Recipient seven calendar days' notice in writing where the Funding is withheld or suspended under clause 10. If NLWA terminates the Funding Agreement as a result of the failure of the Recipient to submit the final reports by the date agreed at the inception meeting without an extension being agreed by the Authorised Officer in advance, the Recipient shall not be entitled to any further payments.

Error! Reference source not found.

12 LIMITATION OF LIABILITY

- 12.1 NLWA accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Funding or from withdrawal of the Funding. The Recipient shall indemnify and hold harmless NLWA, its employees, agents, officers and sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

12.2 Subject to condition **Error! Reference source not found.**, NLWA's liability under the Funding Agreement is limited to the payment of the Funding.

13 WARRANTIES

The Recipient warrants that it:

- I. has all the necessary resources and expertise to deliver the Project (assuming due receipt of the Funding);
- II. is correctly constituted and can deliver the Project under the terms of its constitution;
- III. will obtain the prior written agreement of NLWA prior to changing its governing document concerning its aims, payment to its members, sharing out of its assets, the admission of new members, or transferring its assets or merging or amalgamating with any other body;
- IV. has not committed, nor shall it commit, any Prohibited Act;
- V. shall at all times comply with all relevant legislation;
- VI. shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons in the delivery of the Project;
- VII. has and shall keep in place adequate procedures for dealing with conflicts of interest;
- VIII. has and shall keep in place systems to prevent fraud and/or administrative malfunction;
- IX. all financial and other information concerning the Recipient which has been disclosed to NLWA is to the best of its knowledge and belief, true and accurate;
- X. is not subject to any contractual or other restriction which may prevent or materially impede it from meeting its obligations under this Agreement;
- XI. is not aware of anything in its own affairs, which it has not disclosed to NLWA, which might reasonably have influenced its decision to award the Funding on the terms contained in this Agreement; and
- XII. since the date of its last accounts there has been no material change in its financial position or prospects.

13.2 The Recipient agrees that it shall maintain any insurances that NLWA has specified and shall supply a copy of such insurance policies and evidence that the relevant premiums have been paid promptly upon request by NLWA at any time during the Funding Period.

13.3 The Recipient agrees that if the Project involves working with Vulnerable Persons, the Recipient shall:

- I. Ensure that all individuals engaged in the Project are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service; and
- II. Monitor the level and validity of the above checks for each member of staff;
- III. Not employ or use any person in the Project who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to work with Vulnerable Persons or who may otherwise present a risk to members of the public.

- 13.4 The Recipient warrants that it has no reason to believe that any person engaged or employed by the Recipient for the Project is barred from the activity in accordance with the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.

14 DISPUTE RESOLUTION

- 14.1 In the event of any complaint or dispute (which does not relate to NLWA's right to withhold funds or terminate) arising in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by NLWA.
- 14.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, either party may refer the matter to the Managing Director of NLWA and the Chair or Chief Executive of the Recipient to attempt to resolve the dispute.

15 ASSIGNMENT

- 15.1 The Recipient may not, without the prior written consent of NLWA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, pay to any other person any part of the Funding.

Schedule 1 - Project Proposal

Schedule 2 – Award Letter

END