

YOUTH JUSTICE BOARD FOR ENGLAND AND WALES

and

WALSALL METROPOLITAN BOROUGH COUNCIL

**GRANT FUNDING AGREEMENT FOR
WEST MIDLANDS ADDRESSING ETHNIC DISPARITY PATHFINDER**

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This Grant Funding Agreement is made on [insert date of signature]

Between:

(1) Youth Justice Board for England and Wales whose principal address is at Clive House, 5th floor, 70 Petty France, London SW1H 9EX (the “**Authority**”); and

(2) Walsall Metropolitan Borough Council, Civic Centre, Darwall Street, Walsall WS1 1TP (the “**Grant Recipient**”).

In relation to:

Project Name: West Midlands Addressing Ethnic Disparity Pathfinder

BACKGROUND

- (A) The Grant is provided by the Authority under its power in section 41 of the Crime and Disorder Act 1998, as amended: “with the approval of the Secretary of State, to make grants to local authorities and other persons for the purposes of the operation of the youth justice system and the provision of youth justice services subject to such conditions as the Authority considers appropriate, including conditions as to repayment”.
- (B) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (C) The Grant Recipient will use the Grant solely for the Funded Activities.

These conditions (collectively the **Conditions**) are as follows:

1. INTRODUCTION

- 1.1. This Grant Funding Agreement sets out the Conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.3. The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient’s grant application a copy of which is attached at Annex 1 Part B to facilitate the gathering and dissemination of examples of practice, policies, processes, tools and techniques to support the youth justice sector.
- 1.4. The Parties confirm their intention to be legally bound by this Grant Funding Agreement

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

Annex mean an annexe attached to these Conditions which forms part of the Grant Funding Agreement;

Asset means an asset that is purchased or developed using the Grant including equipment or any other asset which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;

Branding Manual means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available [Branding guidelines - GCS \(civilservice.gov.uk\)](https://www.civilservice.gov.uk/branding-guidelines), including any subsequent updates from time to time;

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 this legislation;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available [here](#), including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, being the **[Insert commencement date]**;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party;
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data; and
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015;

Controller and Processor take the meaning given in the GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than 50% of the voting capital stock of a Party in one or more related transaction;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

DPA 2018 means the Data Protection Act 2018;

Data Protection Legislation means (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; (iii) (to the extent that it applies) the EU GDPR; (iv) all applicable Law relating to the processing of Personal Data and privacy;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

EIR means the Environmental Information Regulations 2004;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5;

Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) or any successor legislation;

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;

Event of Default means an event or circumstance set out in paragraph 26.1;

Financial Year means from 1 April to 31 March;

Fixed Asset means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced or constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 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;

Funded Activities means the activities set out in Annex 2;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2028.

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 26.

Grant Claim means the payment request **claim form** submitted by the Grant Recipient to the Authority for payment of the Grant;

Grant Funding Agreement means these Conditions together with its annexes and schedules;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 22 January 2024, a copy of which is set out in Annex 1;

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

HMRC means HM Revenue and Customs;

HRA means the Human Rights Act 1998 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;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IP Completion Day has the meaning given to it in the European Union (Withdrawal) Act 2020;

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Independent Controller means a Party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;

Instalment Period means the intervals set out in Annex 3 when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law means any applicable law, statute, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 26;

Party means the Authority or Grant Recipient and **Parties** is each Party together;

Personal Data has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

Procurement Regulations means the Public Contracts Regulations 2015 and the Concession Contracts Regulations 2016;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities, the Grant Funding Agreement or the Authority;

Relevant Transfer means a transfer of employment to which the Employment Regulations apply;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the process set out in paragraph 26.4;

Replacement Funded Activities means any activities which are the same or substantially similar to any of the Funded Activities and which are provided in substitution for any of the Funded Activities after the expiry or termination or partial termination of this Grant Funding Agreement whether those services are provided by the Authority or a third party;

Replacement Grant Recipient means any third-party provided or Replacement Funded Activities (or where the Authority is providing Replacement Funded Activities for its own account, the Authority);

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

UK GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday

2.2. In these Conditions, unless the context otherwise requires:

2.3.1. the singular includes the plural and vice versa;

2.3.2. reference to a gender includes the other gender and the neuter;

2.3.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.3.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

2.3.5. any reference in these Conditions which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) was a reference to (as it has effect from time to time):

(i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("**EU References**") which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

- 2.3.6. the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- 2.3.7. references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- 2.3.8. references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- 2.3.9. references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- 2.3.10. the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. the Conditions set out within this Grant Funding Agreement; and
- 2.3.2. Annex 1 – The Authority's Grant Funding Letter.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on (the **Commencement Date**) and ends on 31 March 2028 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on the Commencement Date but where this has not been possible, that they start no later than 3 months after the Commencement Date.
- 3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4. If the Authority wants to change the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from Annex 2) it may do so on 14 days' written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient an amount not exceeding £750,000 (seven hundred and fifty thousand pounds). The Authority shall pay the Grant in pounds sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.

- 4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities. The Grant Recipient agrees that the Maximum Sum is the amount agreed as the GBP value, at the Commencement Date.
- 4.5. The Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.
- 4.6. The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority may terminate the Grant Funding Agreement in accordance with paragraph 26.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9. The Grant Recipient agrees that:
- 4.9.1. it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
- 4.9.2. the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
- 4.9.3. the Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
- (i) the Grant will be used for Eligible Expenditure only; and
- (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.10. The Grant Recipient shall submit within 5 working days following the end of the relevant Instalment Period the Grant Claim together with a copy of Annex 5 (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11. Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.

- 4.12. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.13. The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.10 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.14. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.15. The Grant will be paid into a separate bank account in the name of the Grant 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 Grant Recipient.
- 4.16. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.17. Onward payment of the Grant and the use of contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.18. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.19. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities.
- 5.2. The items listed in Annex 5 and the following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
 - 5.2.1. fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting or certifying that the Grant paid was applied for its intended purposes.
 - 5.2.2. giving evidence to Parliamentary Select Committees;
 - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. Eligible Expenditure does not include the Grant Recipient spending

the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);

5.2.5. providing independent, evidence-based policy recommendations to local government, government departments or ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and

5.2.6. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:

5.3.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;

5.3.3. using the Grant to petition for additional funding;

5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;

5.3.5. input VAT reclaimable by the Grant Recipient from HMRC;

5.3.6. payments for activities of a political or exclusively religious nature;

5.4. Other examples of expenditure, which are prohibited, include the following:

5.4.1. contributions in kind;

5.4.2. interest payments or service charge payments for finance leases;

5.4.3. gifts;

5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;

5.4.5. payments for works or activities which the Grant Recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;

5.4.6. bad debts to related parties;

5.4.7. payments for unfair dismissal or other compensation;

5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;

5.4.9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and

5.4.10. liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

6. ANNUAL GRANT REVIEW

6.1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 6 by the Grant Recipient in accordance with paragraph 7.2.

6.2. Each annual review may result in the Authority deciding that:

- 6.2.1. the Funded Activities and the Grant Funding Agreement should continue in line with existing plans;
 - 6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;
 - 6.2.3. the outputs should be re-defined and agreed;
 - 6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
 - 6.2.5. the Authority should recover any Unspent Monies;
 - 6.2.6. the Grant be terminated in accordance with paragraph 26.11.
- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraphs 26.4 to 26.10 shall apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall:
- 7.1.1. closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved;
 - 7.1.2. provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement;
 - 7.1.3. provide the Authority with a quarterly report on:
 - 7.1.3.1. the progress made towards achieving the agreed outputs and the defined longer-term outcomes set out in Annex 6. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
 - 7.1.3.2. if relevant, provide details of any Assets either acquired or improved using the Grant.
 - 7.1.4. allow any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period;
 - 7.1.5. will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, and
 - 7.1.6. notify the Authority as soon as reasonably practicable of:

- 7.1.6.1. any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
- 7.1.6.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 and/or any event which materially affects the continued accuracy of such information.
- 7.2. The Grant Recipient represents and undertakes (and shall repeat such representations and undertakings on delivery of its quarterly report:
 - 7.2.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.2.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.2.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. AUDITING AND ASSURANCE

- 8.1. Within 6 months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor.
- 8.2. The Authority may, at any time during and up to 2 years after the end of the Funding Period, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 8.4. The Grant Recipient shall:
 - 8.4.1. identify separately the value and purpose of the Grant in its audited accounts and its annual report; and
 - 8.4.2. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 8.5. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for 2 years from the date on which the Funding Period ends.
- 8.6. The Grant Recipient shall ensure that all its contractors retain each record, item of data and document relating to the Funded Activities for 2 years from the date on which the Funding Period ends.
- 8.7. The Grant Recipient will promptly provide revised forecasts of income and expenditure:

- 8.7.1. when these forecasts increase or decrease by more than 20% of the original expenditure forecasts; and/or
- 8.7.2. at the request of the Authority.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 9.6. For the purposes of paragraph 9.4 “financial irregularity” includes potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person

without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.

- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 11.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

12. TRANSPARENCY

- 12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

13. STATUTORY DUTIES

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law.
- 13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
- 13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining

in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

- 14.1. The Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.2. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate Independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.3. Each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

Public Procurement

- 14.4. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will, adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.5. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

15. NOT USED

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.
- 16.3. Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.

- 16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

- 18.1. The Grant Recipient shall agree in advance with the Authority any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding £10,000 and must keep a register of all Fixed Assets acquired or improved at a cost exceeding £10,000, wholly, or partly using the Grant provided under the Grant Funding Agreement. Where the cost of purchasing or improving the Fixed Assets is less than £10,000 authorisation is not required, but the Asset should be recorded on the fixed asset register.
- 18.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
- 18.3.1. date of acquisition or improvement;
 - 18.3.2. description of the Asset;
 - 18.3.3. cost, net of recoverable VAT;
 - 18.3.4. location of the Asset;
 - 18.3.5. serial or identification numbers;
 - 18.3.6. location of the title deeds;
 - 18.3.7. date of any Disposal;
 - 18.3.8. depreciation/amortisation policy applied;

18.3.9. proceeds of any Disposal net of VAT; and

18.3.10. the identity of any person to whom the Asset has been transferred or sold.

18.4. The Authority may require the Grant Recipient to maintain the information set out in paragraphs 18.3.1-18.3.10 for any additional items which the Authority considers material to the Grant.

Disposal of Asset

18.5. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.

18.6. Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

18.7. The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

18.8. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that were funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:

18.8.1. the sale of the Assets takes place after the end of the Asset Owning Period;

18.8.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or

18.8.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

18.9. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

18.10. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

19. INSURANCE

19.1. The Grant Recipient will during the term of the Funding Period and for 2 years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

- 19.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. ASSIGNMENT

- 20.1. The Grant Recipient will not transfer, assign or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 20.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

21. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 21.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 21.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives to secure value for money.

22. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 22.1. The Grant Recipient must obtain prior written consent from the Authority before:

- 22.1.1. writing off any debts or liabilities;
- 22.1.2. offering to make any Special Payments; or
- 22.1.3. giving any gifts,

in connection with this Grant Funding Agreement.

- 22.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

23. BORROWING

- 23.1. In accordance with paragraph 23, the Grant Recipient must obtain prior written consent from the Authority before:
- 23.1.1. borrowing or lending money from any source in connection with the Grant Funding Agreement; or
 - 23.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities.

24. PUBLICITY

- 24.1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant

Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.2.

- 24.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 24.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.
- 24.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 24.5. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 24.6. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

25. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 25.1. The Authority will notify the Grant Recipient of any changes to their activities which are supported by the Grant.
- 25.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

26. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 26.1. The Authority may exercise its rights set out in paragraph 26.3 if any of the following events occur:
 - 26.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 26.1.2. the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
 - 26.1.3. where delivery of the Funded Activities do not start within 3 months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
 - 26.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 26.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the agreed outputs set out in Annex 6;

- 26.1.6. the Grant Recipient fails to:
- (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 26.3.4 or paragraph 6.2.4; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
- 26.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes failing to prevent or report actual or anticipated fraud or corruption);
- 26.1.8. the Grant Recipient fails to declare Duplicate Funding;
- 26.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 26.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 26.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in its Grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 26.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as it becomes aware of it;
- 26.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority;
 - (ii) taken any actions which unfairly brings or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent; or
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 26.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 26.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it 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 into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

26.1.16. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 31.1.2;

26.1.17. the Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

- (i) will be materially detrimental to the Funded Activities and/or;
- (ii) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
- (iii) that the Change of Control would raise national security concerns and/or;
- (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

26.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

26.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority may:

- 26.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine;
- 26.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- 26.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt;
- 26.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 26.4 to 26.10; and/or
- 26.3.5. terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

26.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 26.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.

26.5. The draft Remedial Action Plan shall set out:

- 26.5.1. full details of the Event of Default; and
- 26.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

26.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.

26.7. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the

reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.

- 26.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 26.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 26.10. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 26.3.3 or 26.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 26.11. Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 26.3.4, either Party may terminate the Grant Funding Agreement at any time by giving 3 months' written notice to the other Party.
- 26.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 26.13. If the Authority terminates the Grant Funding Agreement in accordance with paragraph 26.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. The amount of reasonable costs payable will be determined solely by the Authority.
- 26.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

- 26.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 26.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 26.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 26.17. Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 26.15 shall include any changes to the consortium members as well as the lead Grant Recipient.

26.18. Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 26.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within 3 months of:

26.18.1. being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or

26.18.2. where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

26.19. The Authority shall not be entitled to terminate where approval was granted prior to the Change of Control.

27. EXIT PLAN

27.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within 3 months of the signing of the Grant Funding Agreement and shall comply with the exit provisions set out in Annex 9.

28. DISPUTE RESOLUTION

28.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

28.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.

28.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of one month, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

29. LIMITATION OF LIABILITY

29.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, and its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

29.2. Subject to this paragraph 29, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

30. VAT

30.1. If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

30.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become

payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

31. CODE OF CONDUCT FOR GRANT RECIPIENTS AND BRANDING MANUAL

31.1. The Grant Recipient:

31.1.1. acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

31.1.2. shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct; and

31.1.3. acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and/or taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 26.1.18.

31.2. The Grant Recipient shall at all times during and following the end of the Funding Period:

31.2.1. comply with requirements of the [Branding Manual](#) in relation to the Funded Activities; and

31.2.2. cease use of the Funded by UK Government logo on demand if directed to do so by the Authority.

32. NOTICES

32.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

33. GOVERNING LAW

33.1. These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

SIGNED by:

.....
Signature

[insert authorised
signatory's
name]
for and on behalf of the
[insert name of Department]

Jamie Bennett
Chief Operating Officer
.....
Title
.....
Date

SIGNED by

.....
Signature

[insert authorised
signatory's
name]
for and on behalf of [insert
name of Recipient]

.....
Title
.....
Date

**ANNEX 1 – GRANT FUNDING LETTER AND GRANT APPLICATION
PART A - GRANT FUNDING LETTER**

Youth Justice Board for England and Wales
Clive House, 70 Petty France, London SW1H 9EX
enquiries@yjb.gov.uk
www.justice.gov.uk/youth-justice



Subject: West Midlands Addressing Ethnic Disparity Pathfinder

30 April 2024

Grant Scheme Ref: G2-SCH-2023-11-13055

Phil Rutherford
Strategic Lead – Youth Justice Services
Walsall Council
Civic Centre
Darwall Street
Walsall
WS1 1TP

Dear Phil

This letter advises you of the West Midlands Ethnic Disparity Pathfinder multiyear grant allocation for 2024/25, 2025/26, 2026/7 and 2027/8.

The grant is up to a total of £750,000.

2024/25: £195,000

2025/26: £262,500

2026/27: £262,500

2027/28: £30,000

It will be a requirement that the West Midlands Ethnic Disparity Pathfinder develops a proof of concept to inform the subsequent development of a culturally sensitive, trauma informed programme for use across the YJSs in line with the YJB 'Child First' vision to ensure trauma, specifically racism, prejudice and discrimination are proactively considered.

Payment of these monies, to the agreed schedule is subject to your acceptance of this offer made through receipt of the signed Grant Agreement.

Should you provide this at a lower cost than the amount provided by the YJB, any underspend may be used for any other purposes consistent with the grant agreement.

YJB will continue to monitor the delivery of services over the period of the grant.

Finally, may I take this opportunity to thank you and your colleagues for supporting us in achieving the Board's strategic objectives to drive system improvements and improve outcomes for children. If you have any questions regarding the above, please do contact the YJB Grants team -

YJBGrants@yjb.gov.uk

Yours sincerely



Jamie Bennett
Chief Operating Officer
Youth Justice Board for England and Wales
E: Jamie.Bennett@yjb.gov.uk

Phil Rutherford
Strategic Lead for Youth Justice Services
Walsall Council

1st March 2024

Grant Scheme Ref: G2-SCH-2023-11-13055
Addressing Ethnic Disparity – West Midlands Police Force Area (Walsall)

Annex 1 Part B

Grant Application Form

1. Section 1 - Details

1.1 Project Details	
Organisation Name:	Walsall Metropolitan Borough Council
Charity No. or Companies House Registration No.	N/A
Project Title:	West Midlands Disproportionality Pathfinder Project
1.2 Lead Contact Details	
Name:	Philip Rutherford
Email:	Philip.Rutherford@Walsall.Gov.Uk
Phone Number	01922 652450
Job Title / Position in Organisation:	Strategic Lead – Youth Justice Services
Organisation Address:	Walsall Council
Address Line 1:	Civic Centre
Address Line 2:	Darwall Street
Address Line 3:	
Address Line 4:	

Town / City:	Walsall
Postcode:	WS1 1TP

1.3 Summary of the aims and objectives of your organisation

Walsall Council is a metropolitan Borough in the Black Country, north-west of Birmingham and is predominantly urban with high levels of multiple deprivation (19th most deprived local authority in the country in the Indices of Deprivation Affecting Children), though there are more affluent areas in the Borough, as well as more rural, green spaces. As a local authority, Walsall Council has responsibility for a wide range of statutory and non-statutory services, including (but not limited to) Children's Services, Adult Social Care, Public Health, Waste, Benefits, Council Tax, Community Safety, Highways, libraries, parks and open spaces, art galleries and museums and more.

The Youth Justice Service is a child-first service that believes that offending behaviour is a symptom of childhood adversity and trauma and that developing strengths and resilience will be the most effective in reducing risk. Aligned with our Walsall Right 4 Children vision, it aims to ensure the right children are in the right place with the right support for as long as it is needed so they are safe from harm, happy and learning well.

The principle aim of the YJS partnership is to prevent and reduce offending and reoffending behaviour in children and young people and we have three national key performance indicators:

- 1) Reducing the number of young people entering the criminal justice system for the first time
- 2) Reducing reoffending
- 3) Reducing the use of custodial disposals

The Youth Justice Service is a multi-agency partnership including staff and professionals from community safety, health services, West Midlands Police, National Probation Service and Walsall Council's Children's Services. It works closely with neighbouring Youth Justice Services across the West Midlands region, including Wolverhampton, Dudley, Sandwell, Birmingham, Coventry and Solihull, who are all child-led and monitor the same KPIs.

Across the West Midlands region there are 314,083 children aged 10-17 (2021 census), 19% are of black or mixed heritage, yet 38% of children who are given a caution or sentence are black or mixed heritage.

1.4 If this is a joint / consortium bid please list all partners here. If a single bid, please enter 'Not applicable'.

Walsall Council (Lead)
 Birmingham Children's Trust
 Coventry City Council
 Dudley Council
 Sandwell Children's Trust
 Solihull Council
 Wolverhampton City Council

1.5 Please enter the amounts requested each year.

Year 1 2024-25 Provide breakdown of costs requested	£195,000	% of Annual Income	Breakdown provided on pages 12 & 13
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Year 2 2025-2026 Provide breakdown of costs requested	£262,500		Breakdown provided on pages 12 & 13
Year 3 2026-2027 Provide breakdown of costs requested	£262,500		Breakdown provided on pages 12 & 13
Year 4 2027-202 Provide breakdown of costs requested	£30,000		Breakdown provided on pages 12 & 13
Total	£750,000	<1%	

1.6 What is your Annual Income as shown in your most recent audited accounts?
(Please provide a copy of your most recent audited accounts)

£772,278M

1.7 Since 2023, has your organisation been in receipt of other grant funding from the Youth Justice Board?
If so, please give details of what that is for, the time period it covers and the team you liaised with.

[Insert Department Name] Funding Source	Details	Period	[Insert Department Name] Team you liaised with
Social Enterprise Investment Fund	None		
Health & Social Care Volunteering Fund	None		
Innovation, Excellence, Strategic Developments Fund	None		
Strategic Partner Programme	None		
Other	None		

1.8 Has a member of the Board of Trustees / Directors signed-off this proposal to be made?
Please provide his/ her contact details

Colleen Male, Executive Director - Children's Services, Walsall Council and Chair of Youth Justice Board.

Colleen.Male@Walsall.Gov.Uk

01922 653718

1.9 Have you applied to, or do you plan to apply to, other funding sources to obtain support for this proposal? If so, please give details of the funding source(s), the application dates, and the amount(s) applied for. Have funding decisions been made? If not, when do you expect to be notified?

Failure to provide this information may delay / affect your application.

Not applicable

2. Section 2 – Eligibility

2.1 Have you applied for funding that is being provided by a similar project or service you are currently undertaken?

No

2.2 Where will the activity be delivered (across United Kingdom, Wales, England, Scotland Northern Ireland)?

United Kingdom (Please state if area specific)

West Midlands – Birmingham, Dudley, Coventry, Sandwell, Solihull, Walsall, Wolverhampton

2.3 Is your organisation a non-profit making organisation?

(that is, carrying out not-for-profit activities but is not a public or local authority)?

If your organisation is not a registered charity (CIC or CIO) we may need to check your governing documents to assure ourselves that you are a non-profit making organisation.

No

2.4 Please state the legal structure of your organisation

A Charity registered on the charity commission website

A Corporate body – company limited by guarantee (registered at Companies House)

A Community Interest Company (registered at Companies House or CIC regulator)

A co-operative (we will need to see your governing documents)

An Independent Provident Society (we will need to see your governing documents)

New Charitable Incorporated Organisation (CIO)

None of the above, but the organisation has a formal constitution (set of rules) or governing document which shows its objectives and management structure

Other please specify:- Local authority (Metropolitan borough)

2.5 Please indicate if, within the past five years you, your organisation(s), or any other person who has powers of representation, decision or control in the organisation(s) or any member of an organisation you intend to sub-contract to, has been convicted anywhere in the world of any of the offences listed within the Mandatory Exclusion Grounds:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

If the answer to the above is 'Yes', please provide further details.

- Date of conviction: specify which of the grounds listed the conviction was for, and the reasons for conviction.
- Identity of who has been convicted: if the relevant documentation is available electronically, please provide the web address, issuing authority, precise reference of the documents.
- Have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion?

No

2.6 Has it been established, for your organisation(s) or any organisation you intend to sub-contract to by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation(s) is established (if outside the UK), that the organisation(s) is in breach of obligations related to the payment of tax or social security contributions?

If the answer to the above is 'Yes', please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.

No

2.7 Do you, or any organisation you intend to sub-contract to, have any potential, actual or perceived conflicts of interest that may be relevant to this requirement?

No

If you responded "Yes" to question 2.5 above we require that any potential, actual or perceived conflicts of interest in respect of this project are identified in writing. Potential Bidders must outline what safeguards would be put in place to mitigate the risk of actual or perceived conflicts arising during the delivery of these services. The Youth Justice Board will review the mitigation in line with the perceived conflict of interest to determine what level of risk this poses to them. Therefore, if Potential Providers cannot or are unwilling to demonstrate to the Youth Justice Board's satisfaction that they have suitable safeguards in place to mitigate any risk, then their Tender may be rejected.

Please attach a completed Conflict of Interest form if you answered Yes to above question 2.5.

2.8 Will all staff conducting fieldwork hold, or be prepared to undergo Enhanced DBS clearance if deemed necessary?

Yes

3.1 Robustness and suitability of the proposed approach for meeting the primary aims and objectives.

(Please refer to sections 7.2-7.3 of the 'Key Information for Grant Applicants' document)

- Full details of the delivery methodology and how this will meet the listed aims and objectives, including if delivery will be by the Grant Recipient or an organisation sub-contracted by the Grant Recipient.
 - This must include the approach to establishing and overseeing the steering committee, the development of the Proof of Concept and model.
 - Details of how children and others will be selected for the steering committee and the expectations of their roles and responsibilities, duration of their involvement and how you will maintain consistency of the committee members.
 - Details of how you will ensure children will be safeguarded.
 - Details of how you will support the project team to access other YJS and sector partners.
 - Details of how you will gain the buy-in and collaboration from other YJS in the region.
 - Explain how you will recruit, manage and support the project team operating across this geographical spread?
 - Details of how the project team will disseminate and roll out the model and ensure delivery across the region, including learning on implementation that can be used to improve further delivery.
 - What steps you will be taking to ensure that best use is made from the learning from this proposal to inform rollout of similar activity in other areas nationally?
(Please note that solely putting a report on a website and/ or holding a conference are not sufficient)
- Maximum 1250 words

We will create a co-produced (with children/families), culturally sensitive, trauma informed programme for use across the YJSs in line with the YJB 'Child First' vision to ensure trauma, specifically racism, prejudice and discrimination are proactively considered. While the final model will be co-produced, it is likely to include the need for staff to be confident to ask the right questions, and understand and meet the needs of children. It will facilitate improved practitioner skills in recognising and responding to a range of issues, including ACEs, adultification and disproportionality. Likely to include staff training, and a review of policies, procedures and practice such as Stop & Search it will create an inclusive and accessible, psychologically-informed safe space for staff, children/families to avoid re-traumatisation and ultimately achieve organisational cultural change.

The work will be delivered by a specialist sub-contractor and will be independently evaluated.

Delivery methodology:

Year 1:

- Appoint a Project Manager (PM) to plan, oversee, monitor and QA the project.
- Recruit a Specialist Delivery Partner (SDP) using competitive tender. SDP will have strong expertise in co-developing and mobilising trauma-informed and culturally-sensitive approaches with children.
- Recruit an independent evaluator (also through competitive tender) to create our Theory of Change (ToC) to evidence our proof of concept.
- Reflect on local data (e.g. stop & search, school exclusions etc) and use best practice and key national reports to establish how local policies may influence any overrepresentation in our YJS cohort, ensuring deeper understanding of the circumstances in each of the YJSs. This will inform the tender specification for the SDP.
- Create the Project Steering Group (PSG) and Children's Steering Groups (CSG).
- SDP to:
 - co-develop (children/families, stakeholders, external evaluator) the proof of concept via a ToC, using quantitative/qualitative methods to test and learn the strengths, weaknesses and impact of interventions in current delivery.
 - Create a Child-led Outcomes Framework for the programme e.g. 'feeling safe', 'trust'.
 - Horizon-scan for continuous learning, including specifically disproportionate use of 'Stop and Search'.
 - Co-design and deliver a culturally-sensitive, trauma informed and localised programme across the 7 YJSs (approx. 200 staff), implementing baseline indicators to measure proof of concept in place.

Years 2-3:

- SDP to:
 - Train staff (F2F and online) via co-designed culturally sensitive and trauma informed training.
 - Review policies and practice.
 - Establish a Champions group to enable project sustainability.
 - Pending the findings of co-production in Y1, deliver joint resources to help change local culture.
 - Disseminate and embed the model/programme across the region through events, webinars, virtual and/or in person training, workshops.
- External evaluator to produce mid-project evaluation report to inform learning and any adjustments needed for Y3.

The co-produced programme roll-out in Y2 will be sufficiently flexible to adapt to localised need in each locality, whilst retaining the consistency needed for the ToC impact measurement. Once evidence is available of the programme embedding in each locality, we will act on creating organisational change in practice e.g. understanding Stop and Search.

Year 4:

1. External Evaluator to produce final evaluation report.

Outcome: 80% of black and mixed heritage children (approx. 1500) in the YJS across the region will have

been supported by and benefitted from staff and services adopting a culturally sensitive, trauma informed approach in practice (the model) by the end of year 3.

Governance & Project Management:

A PSG will be established, formed from the 7 West Midlands YJSs, including the 7 service leads and other stakeholders as appropriate. The PSG will oversee delivery of the project, including the development of the proof of concept, the delivery model, and external evaluation.

The PSG will be supported by a PM, who will be recruited and employed by WMBC, reporting to the Strategic Lead for Youth Justice Services at WMBC. Due to the systemic and institutional barriers, s/he may face they will be offered a buddy/coach to support wellbeing/reflective practice. The PM will report to the PSG to enable and QA the SDP, ensuring they meet agreed milestones and regularly report to the PSG. The PM will establish connections in each of the 7 YJSs who will enable access to offices, staff and local systems, established child engagement fora and enable effective information sharing in line with data protection and safeguarding policies. They will also be the point of contact for the independent evaluator.

The CSG will be created from children with youth justice experience from each area, ensuring equitable representation. We/SDP will collaborate with the CSG to co-produce the deliverables over the life of the project. Engagement in the CSG will vary depending on the needs of individual participants. It will be facilitated by SDP and YJS staff.

Terms of references will be completed for the PSG and CSG detailing roles and responsibilities. Each YJS will report to its local YJP Board to provide regular updates on the project and ensure it remains locally rooted.

Co-production:

To be successful and meet the needs of this cohort, this project needs to be led by their lived experience and expertise. All project information will be 'child' and 'age friendly' and appropriate to the needs of the children. Participation information including data sharing and how to 'opt out' will be user-tested and clear. Children will be incentivised for their time, skills and engagement through our 'Rewards and Recognition' policy e.g. shop vouchers. Methods of engagement will also be child-first e.g. stratifying engagement methodologies for age such as 11-15 and 16+, for gang/County Lines tensions, reasonable adjustments for disabled children and allowing for engagement at a pace/space/place that works for children. Engagement will include with lighter activities e.g. food, games to ensure children feel empowered leaving the session and have an information pack on where to seek further support.

Gatekeeping will be via trusted stakeholders in the children's lives as we know that skills, understanding, knowledge and integrity are the most important factors in supporting and promoting meaningful and effective engagement with this cohort. Building on the work of First Legacy Support, we will engage parents/carers to ensure a whole-family approach.

Safeguarding:

In addition to clear consent, information, engagement and data sharing protocols any children involved in this project in any way, directly or indirectly, will be covered by local safeguarding policies, including local safeguarding referral pathways. Children will be recruited from established groups. The PM and SDP will be trained in local safeguarding processes and unconscious bias including annual refreshers. They will have enhanced DBS checks and will be able to demonstrate they are 'trauma aware', anti-racist and have previous experience of working in a culturally appropriate way with 'vulnerable' children before appointment.

Dissemination & sharing of learning:

Stakeholders challenging systemic issues and tracking pathway outcomes will be key to this proof of concept. Building on the Fairness and Belonging Strategy, we will maximise the benefit of this project through effective communication and joined-up working, including regular updates to Children's Services, Community Safety, Education, Housing, Police, Probation, YOIs, Health, VRP, regional Pathfinders and local Magistrates. All representatives will be offered bite-sized, localised culturally sensitive and informed training.

The YJB regional oversight team will ensure that effective practice, findings/evaluation report, and any programmes, frameworks and process from the project will be shared on the YJB Resource Hub, through the YJB bulletin, organised YJB webinars and Association of Directors of Children's Services. We will continue to work nationally to develop a data picture against KPIs from comparable areas. This will provide us with a greater insight into our data, enable benchmarks and comparisons to the national picture and ensure continued development of good practice.

3.2 Project management arrangements and quality assurance

(Please refer to sections 7.1-7.2 of the 'Key Information for Grant Applicants' document)

- Provide a detailed project plan for the delivery period (April 2023- March 2028) including mobilisation (including recruitment and training for staff), delivery of the grant activities, key project milestones and deliverables, risks and mitigations and benefits management.
- There is no set word limit, but the project plan should be no more than 3 sides of A4 using Arial 10 Font
- Please set out your internal governance and management structures that will ensure successful project delivery.
- Please include full details of accountabilities and responsibilities within the YJS for oversight of the project.
- Details of the planned quality assurance procedures.

- Maximum of 1250 words.

Our partnership is poised to lead on this evidence based, psychologically and culturally informed model/programme of intervention across the seven YJSs, leveraging our collective expertise and successful track record in implementing large-scale programmes within and across our areas. Our partnership boasts a history of successful implementation of pivotal transformation programmes, notably, initiatives like Family Safeguarding in Walsall and Dudley, Family Drug & Alcohol Court in Walsall, Sandwell and Dudley and the HAF Programme, each standing as testament to our ability to orchestrate substantial impact and service reforms. These endeavours demanded strategic investment, operational adjustments, meticulous financial oversight, sustainable planning, cross-agency coordination, and the development of robust practice frameworks. There is an active and effective project team driving operational practice and ambitious YJS board(s) driving forward strategic improvement.

A Partnership Agreement will be produced clearly outlining the aims & objectives of the project, key milestones and outputs, areas of responsibility for each partner, lines of communication and information sharing protocol. Each partner will be expected to sign the Partnership Agreement, which will be a fundamental cornerstone of the project.

Structures & Systems

We will establish comprehensive project management structures in advance of implementation. This will include a dedicated team of key leaders within each local authority (LA) who will convene regularly to ensure seamless coordination, while our multi-agency strategic YJS boards will assemble monthly to provide oversight and assurance, thereby driving the implementation of our coordinated programme.

We have included budget for a Project Manager (hosted by WMBC) who will drive change, providing strategic and operational management across the 7 LA's. The PM will act as a key point of contact between the LA's, partners and stakeholders, facilitating efficient communication and fostering collaboration. The approach to project management will be reviewed towards the end of year 1 to ensure appropriate level of resources are dedicated during years 2 and 3, depending on the needs of the project.

A project steering group comprising of the nominated leads from each LA and key representatives, will meet monthly. As the Lead Authority, Walsall will ensure the presence of their Lead Accountant, legal and procurement officers (where necessary) ensuring comprehensive and well-informed decision making. We will establish clear Terms of Reference for the steering group, outlining areas of responsibility, membership, purpose and communication lines. The group will be chaired by WMBC's Strategic Lead for Youth Justice Services.

Each participating YJP will establish locally appropriate working arrangements to aid communication amongst key local stakeholders and ensure effective implementation of recommended solutions within their respective authorities.

We will develop a consistent schedule for sharing information through existing channels within each LA and also build in opportunities for workshops and events.

Accountabilities & Responsibility

The Walsall Youth Justice Services Board will act as the Lead Board and will oversee and scrutinise the implementation of this work with Executive Director level and multi-agency representation including LA Children's/ Community Safety / Education Officers, Police, Probation, Public Health / ICB. The Board has oversight of deliverables, spend and quality assurance. The Chair of Walsall YJS Board, Executive Director – Children's Services, reports to Walsall Council Chief Executive and Corporate Management Team having overall accountability for funding. The Strategic Lead - Youth Justice Services reports to the Chair of the Board and will have direct line management responsibility of the Project Manager who will deliver the project and finance plan. Update reports including the outcomes of any key decisions made at Board level will be circulated among the partner YJS Boards in the interests of transparency and effective partnership working.

The Project Steering Group including Project Manager, LA representatives and stakeholders will meet monthly and report to the YJS Board on a quarterly basis overseeing delivery of the project plan, spend, issue and risk management and reporting.

Each YJP will have their own Local Implementation Group reporting into the Steering Group on a monthly basis, chaired by the nominated lead for the authority and driving forward project interventions.

Quality Assurance

Identifying and promoting effective practice in the youth justice system is a key objective of the Youth Justice Board overseeing the project. The YJB Quality Assurance Framework is an integrated cycle of assessment, planning, implementation and review, intended to ensure that all agencies are demonstrating, or working towards achieving, the required standards of process and service. This programme will form an integral part of a wider commitment from all authorities and agencies to improve the quality and effectiveness of youth justice services, incorporated in project planning from the offset. Self-assessment is critical, forming the basis of a strong process of self-evaluation, across the project, that will underpin priority-setting, planning and ongoing improvement. Self-assessment will be widely used by LA's to understand and articulate the issues that influence the focus and direction of the project.

The Project Manager will work closely with the Specialist Delivery Partner to ensure quality of their work and approach, including where appropriate, periodic PM attendance at children's engagement sessions to monitor delivery. As the PM will be line managed by the Strategic Lead for YJS at WMBC, their work will be informed by best practice approaches, and they will have access to the wide range of training and professional development opportunities available at the Council. The Specialist Delivery Partner will be recruited specifically for their proven expertise in trauma-informed AND culturally sensitive approaches when working with children.

Walsall has significant experience in delivering large externally funded programmes, and has the financial stability and appropriate governance to accept, administer and account for the grant. Embedded in the democratic accountability processes of Walsall Council, we have strict management controls on approvals for expenditure with a committee reporting structure, elected representation signature and budgetary identification and coding pre-approval. This follows through with strict controls on any change requests within agreed budgets, whether externally funded or otherwise.

The project lead will work closely with finance colleagues on a regular basis to ensure spend is in line with the agreed grant conditions and restrictions as outlined in the grant letter and memorandum of understanding once developed and to ensure all grant returns are completed accurately, returned in a timely manner and authorised by the relevant person from the LA. We will also ensure controls are agreed and in place with the other Authorities to monitor and report on spend on a regular basis and to ensure transparency and accountability is upheld across the authorities. Walsall has experience in managing grants in this way as we

are also the Lead LA for the Family Drugs and Alcohol programme therefore similar governance and reporting procedures can be used in this instance. Walsall Council has recently procured VERTO Project Management system, which may be utilised to enable effective monitoring and reporting.

3.3 Evaluation methodology

(Please refer to sections 7.3 of the 'Key Information for Grant Applicants' document)

Please explain:

- a. How you will assess and evaluate the programme to test whether it has achieved the stated outcome(s) and provides value for money, and how you will generate learning for future or wider implementation? This should include information on the expected evaluation design, sample, methodology, timeline and planned outputs.
- b. Explain who will be doing the evaluating and;
- c. What qualifies that individual(s)/ organisation to do this?
- d. Demonstrate how you plan to monitor the expected outcomes. What systems will you put in place to collect information on expected outcomes throughout programme delivery.

- Maximum 750 words

The evaluation will be sub-contracted to ensure independent testing of the proof of concept. The evaluation spec will be co-produced with partners as the integrity of the data is likely to be higher, implementation safer and there will be greater buy-in to any subsequent recommendations. We envisage it taking a participatory, creative and co-learning approach including:

- Mixed methodology to ensure the evaluation is child first, the objectives are achieved and there is sensitivity to the context.
- Co-develop an outcomes framework aligned to sections 7.4/5 of the Application Specification and building on the Person-Centred, Theory Led SIM Framework for Youth Offending (Paterson-Young in HMIP, 2022) to capture impact over three years.
- Process evaluation to understand how and why the programme works and can be improved.

The evaluation plan will be approved and quality assured by the WMBC and the YJB.

Performance monitoring against core deliverables will include:

1) Preparation and background:

- Local data, literature review, funding requirements, internal data capture.
- Confirm evaluation objectives, co-create inclusive outcomes/indicators for programme performance and evaluation framework design.
- Comparator sites and contextual information about the region - number and characteristics of staff and children participating in the programme, e.g. county lines/exploitation, neurodiversity, ethnicity and individual differences.
- Develop a ToC, programme logic model by mapping inputs, outputs, outcomes and intended impacts of the programme.

2. Outcome and tool development:

- Co-create a low burden but high impact MEL strategy.
- Review programme indicators in line with programme aims.
- Develop a baseline for programme outputs and outcomes including demographics.

3. Data collection:

- Develop a facilitation plan and worksheets to co-develop with children and select appropriate child first and EDI informed collection practice and inclusive data collection methods and tools.
- Provide brief training on tools, dissemination and implementation for PM/SDP/Champions to ensure reliable and ongoing data capture.

4. Quality Assurance:

- Working with the team for ongoing performance monitoring.
- Co-create a baseline for ongoing learning testing and refining tools.

The findings on programme outcomes (at the system, staff and / or child level), will include consideration of whether any suitable comparator sites are available.

Methodology:

A Process Evaluation methodology will be utilised to enable staff to gain a deeper understanding of the key levers that support their own practice as well as have the ability to inform others interested in potentially adopting the programme. The process evaluation will determine the connection between programme services received and outcomes achieved i.e. proof of concept.

- 1) Problem statement, levels identification: Working with the CSG and stakeholders to test aims, processes and barriers at the programme level. Investigate key decisions made around the design of the programme, key success and challenges to implementation.
- 2) Create and test: Identify the benefits and opportunities for best practice, the successes and challenges to inclusivity, deploy a range of methods (surveys, journey mapping, focus groups) to understand pathways.
- 3) Reporting: providing action-oriented feedback on the programme; interim reports delivered annually plus a final report.

Two different Case Management Systems are utilised across the partnership. The Information Sharing Agreement will allow for the analysis of data to allow effective monitoring of pathway/outcomes across the different systems.

Sample size: min 20% of all staff and 5% of eligible children.

Timings and outputs:

Y1: Outcomes framework developed; Co-creation of ToC and Programme Logic Model; Inclusive tools developed; SU impact methodology co-produced; interim report.

Y2: Focus groups with staff and to be agreed methodology for engaging YP to explore and measure short to medium term impact. Accessible survey for all stakeholders; Y2 report with initial learning for dissemination events e.g. webinars.

Y3: Staff focus group, building on what works for YP engagement to analyse programme data collected.

End of Y3: Final report with learning and key messaging i.e. knowledge mobilisation such as Tik Tok, 'lunch n learn' on what worked and why to inform future replication. Ensuring we are child first, acknowledge and close the communication loop with all YP engaged and who shared their life experiences to improve the experiences of their peers.

Who:

The Council's procurement system 'Intend' will be utilised to allow for competitive tendering, also targeting individuals/companies with the following expertise:

- ✓ Child First values
- ✓ Extensive experience and engagement in intercultural understanding, equity, cultural safety and anti-racism in contexts such as policy, health, justice, immigration, poverty.
- ✓ Working with minoritised and racialised communities.
- ✓ Experience in evaluating children's services, wellbeing and justice sectors.
- ✓ Knowledge/tools to challenge prejudice, systematic racism and ableism to create opportunities for growth/support inclusion.

3.4 Describe how you will sustain the project after the grant funding has ended.

Please explain:

a) How will the work of this project will be sustained/ supported going forward?

- Maximum of 500 words.

The sustainability of this project is being considered now. We want to engage 80% of the target cohort via this model and create meaningful change in how Black and mixed heritage boys experience youth justice in the West Midlands. This type of societal change will take time. This project will help lay the foundation needed to effect this much needed change.

Co-production: by ensuring this model is developed based on experiences and expertise across the West Midlands the training can be localised and contextualised so that it feels and is real-time. This will aid ownership and buy-in from all stakeholders and will be pivotal to the success of the project during and after this funding round.

Mainstream learning into practice: We will adopt a Train the Trainer approach to plan for new starters, staff turnover, refresher training and to ensure learning continues to real-time and contextualised over the funded period. Through our Champions, we will raise the visibility and buy-in for this systemic change internally and across our strategic partnerships. Learning styles and access needs will be planned for with online/in person sessions, training tools and reference tools available to further achieve and embed learner outcomes. Core learning on cultural sensitivity can be mainstreamed in to established staff training from Y3 e.g. induction for new staff, Equality, Diversity and Inclusion and/or Trauma Informed Approaches.

Iterative learning: Through the proposed co-production and annual evaluation process, we will keep the culturally sensitive programme up to date based on feedback, local and national learning and developments. This iterative updating of resources over the three years and beyond via established fora, will ensure the programme remains relevant post funding.

Learning into practice: Learners will have the opportunity to apply principles and awareness in practice. The training will be practical with a focus on how to apply a culturally informed lens and create more inclusive policy and practice in and across different areas e.g. via Stop and Search.

Train stakeholders: through the diverse representation on our Management Boards, we can share learning/evidence and gain buy-in to our approach to aid YJ wrap-around support and build culturally informed capacity e.g. LAs, Police, Probation, Health e.g. ICB, Violence Reduction Units, Young Offender Institutes and Magistrates.

Showcase learning and best practice: Working with the YJB regional oversight team effective practice can be shared. The evaluation report will include SMART recommendations by stakeholder including knowledge mobilisation techniques. Resources will be shared on the YJB Resource Hub, through the YJB bulletin/webinars and nationally via the Association of Directors of Children's Services. We will continue to work nationally to develop our data picture against our most similar YJBs.

Seek external funding opportunities: Through having a three-year established and independent evidence base on what works locally and regionally and why, we will be well placed to work with External Funding colleagues to diversify our income base.

3.5 Financial Plan (financial breakdown)

This is a mandatory document as noted below. Please ensure the breakdown details includes all costs associated with how the funding will be used within each year of the project to achieve the intended outcomes (recruitment/staffing costs//dissemination/ evaluation from the outset).

The financial breakdown will be assessed and scored as part of the evaluation. Please ensure the amount you are applying for does not exceed the total budget for each financial year. Any bid that exceeds the allocated budget will be rejected. The evaluation panel will score the plan based on an assessment of its thoroughness and the applicants' confidence in its accuracy.

This is an overview of the costs. Further details on cost justification given in the attached Financial Plan.

Cost heading	Partner	2024-5	2025-6	2026-7	2027-8	Total
Recruitment i.e. Bluetown	Walsall	£500				£500
Staffing Costs Project Manager (G12 grade, Yr. 1 @ 10 months, Yr. 2 & 3 + 5% annual uplift)	Walsall (shared resource)	£55,990	£70,547	£74,075		£200,612
Staffing Costs - Training & Expenses e.g. equipment	Walsall	£3,000	£500	£426		£3,926
Staffing Costs - Project support from LA partners	All partners	£65,510	£75,393	£81,939		£222,842
Flexi Funding - (funding that the provider can spend directly on children's expenses related to their participation in the steering committee and travel costs)	All - estimate £100 per child		£5,600	£5,600		£11,200
Delivery Provider (co-production, delivery, training, facilitation, dissemination)	Walsall (shared resource)	£50,000	£90,000	£80,000		£220,000
Overheads	All		£7,960	£7,960		£15,920
Evaluation (max £75k requirement)	Walsall (shared resource)	£20,000	£12,500	£12,500	£30,000	£75,000
Total		£195,000	£262,500	£262,500	£30,000	£750,000

Section 4 - Mandatory Documentation

4.1 Additional Information

Please ensure you send us the following documents which are required for the Grant recipient organisation and any organisation being sub-contracted to deliver the project:

Project Plan for the lifecycle of the project, showing what you plan to achieve for each year of the project	Please see attached – Project Plan.pdf
Please attach a detailed Risk Management Plan showing the top five risks to the success of your project. Please include how these risks will be managed.	Please see attached – Risk Management Plan.xls
Please attach a copy of your latest published accounts for your organisation if you are not a registered charity, CIC or CIO	Please see attached - WMBC Summary accounts 2022-23.pdf

Please attach a copy of your governing documents if you are not a registered charity	Please see attached - WMBC Part 02 – Articles of Governance.pdf https://cmispublic.walsall.gov.uk/cmis/Documents/Constitution.aspx
Please attach an Impact Assessment of your outcomes.	Please see attached - Impact Assessment.pdf
Please attach a copy of your data management plan	Please see attached - WMBC Data Management Plan.pdf
Please attach a detailed financial breakdown of your costs and resources for this grant.	Please see attached - Financial Breakdown.xls

4.2 Please confirm your organisation, and that of any organisation being sub-contracted to deliver the project has:

- Equal Opportunities Policy Statement
- GDPR / Data Protection Policy
- Safeguarding Policy
- Health and Safety Policy Statement
- Staffing Structure for Project

ANNEX 2 –THE FUNDED ACTIVITIES

1. Background/purpose of the Grant

The Youth Justice Annual Statistics for 2021/22 show us that children from black and mixed heritage backgrounds continue to be over-represented at most stages of the youth justice system.

The YJB has an ongoing commitment to tackling over-representation within the youth justice system and has been highlighting the issues within the system for a decade. Most recently, we have spoken about this through the publishing of our ‘Exploring Racial Disparity¹’ and research into ‘Ethnic Disparity in Remand and Sentencing²’. Issues around ethnic disparity will also form part of the YJB’s current commissioned research on pre-sentence reporting.

Many of the levers for delivering change sit outside of direct YJB control. We are therefore determined and committed to working with partners to address the elements that further contribute to cumulative disproportionality within the YJS. We believe this is critical to making any progress. The YJB has the opportunity to achieve this through targeted investment into pathfinder projects that deliver focussed interventions to change the ‘status quo’. We are proposing to do this through investment into two Addressing Ethnic Disparities Pathfinder projects.

There is a wealth of evidence and data around disproportionality/over representation. We know that the intersectionality of the cumulative effect of several factors contribute to the over-representation of Black, Asian and Minority Ethnic children within the youth justice system. Such as, poverty, mental health, exclusion from school, Looked After Child status, victims of crime. These are additional societal disparities that need to also be addressed in order to impact on the flow through and contribution to the likelihood of a child coming into contact with the youth justice system.

What is not fully understood is why interventions are achieving better outcomes for white children than for black and mixed heritage children and Youth Justice Services continue to identify disproportionality as area of concern in their Youth Justice Plans. The report from the HMIP thematic inspection highlighted issues around the ‘worrying’ level of unmet need among children from black and mixed heritage backgrounds and concerns around the limited understanding about the barriers that may be blocking their access to support before they enter the youth justice system.

The investment into this pathfinder will include an initial proof of concept prior to the design of the intervention model, to test and learn from the existing interventions to build on what we know works for black and mixed heritage children and avoid duplicating interventions that don’t.

The proof of concept will provide a deeper understanding of how wider social, environmental, and economic factors impact black and mixed heritage children's level of engagement with interventions, supported by a comparison of model development within both rural and urban regions.

This deeper understanding will be used to inform the design and development of a psychologically informed model of interventions that will provide a regional response which can be embedded as systematic practice.

The investment will provide one pathfinder that is area-specific where the disproportionality is highest in context with the ethnic breakdown of the population.

YJAF data has been provided giving us the highest RRI (relative rate index) and second highest RRI amongst black and mixed heritage children across England and Wales. Data indicates that we should

¹ <https://prezi.com/view/TEmgQ5ThTJLNTAFKULeC/>

² [Microsoft Word - BAME research report final v4.docx \(publishing.service.gov.uk\)](#)

focus on London however, the YJB has already committed significant investment into London and therefore the Board and Executive are in agreement to invest in the West Midlands Police Force Area which has the second highest RRI.

Analysis of data in the YJB Ethnic Disparity Summary Tool for the period of March 2017- March 2022 evidenced that in the West Midlands Police Force Area:

- Black children are 8% overrepresented.
- Mixed children are 11% overrepresented when compared to the general population of children.
- The WMP area has some of the lowest FTE's nationally, however, there are high percentages of WM children in the secure estate who are predominantly from ethnic minority backgrounds.

The intention of this investment is to see a reduction in the number of children who are black or mixed heritage being disproportionately represented within the youth justice system, furthering our work to encourage a Child First youth justice system as set out within the priorities of our strategic pillar 1: driving system improvement.

Priority 1: Drive system improvements that treat children as children.

Our ambition is to operate in a Child First system. We will focus our efforts on improving existing systems and influencing policy and practice at this current time.

2. Aims and objectives of the Funded Activities

The Funded Activity is outlined in section 3.1. of Annex 1 Part B: Grant Application.

The objective of this pathfinder is to reduce over-representation of black and mixed-heritage children within the youth justice system, with a specific focus on early intervention and prevention.

To bring together the learning around disproportionality and evidence of effective practice to develop a therapeutic, psychologically informed model that addresses the complex needs of black and mixed-heritage children in, or on the periphery of the youth justice system.

Investment into this pathfinder will include the recruitment of a project team to develop an initial proof of concept prior to the design of the intervention model, to test and learn from the existing interventions to build on what we know works for black and mixed heritage children and avoid duplicating interventions that don't.

The proof of concept will provide a deeper understanding of how wider social, environmental, and economic factors impact black and mixed heritage children's level of engagement with interventions.

This deeper understanding will be used to inform the design and development of a model/programme of intervention to support a regional response which can be embedded as systematic practice to address the needs of children living in built up urban areas as well as those living in rural areas.

The model will facilitate improved practitioner skills in recognising and responding to a range of issues, including ACEs, adultification and disproportionality.

Expected short term benefits/outcomes:

- Develop an evidence based, psychologically informed model of intervention specifically designed to meet the needs of black and mixed heritage children who are known to or are on the periphery of the youth justice system.
- By the end of year 3 delivery, 80% of black and mixed heritage children (approx. 1500) in the

YJS across the region will have been supported by and benefitted from staff and services adopting a culturally sensitive, trauma informed approach in practice (the model) by the end of year 3.

- Staff across the region to be upskilled.
- The model to be implemented across each region and embedded as system practice.
- Learning and resources which can be disseminated to replicate the model across the wider youth justice sector.
- Short term outcomes such as improved confidence & self-esteem. improved pro-social identity, improved family ties, engagement with ETE and other services.
- Other short term 'soft outcomes' bespoke to the child.

The expected end benefits/outcomes:

- Reduction in the number of statutory outcomes for children from a black or mixed heritage background in the West Midlands Police Force Area and South-West YJS region.
- Reduction in the over-representation of black and mixed heritage children from the West Midlands Police Force Area and South-West YJS region entering the youth justice system. (FTE).
- Reduction in the number of reoffences by children from a black or mixed heritage background in the West Midlands Police Force Area.

ANNEX 3 – PAYMENT SCHEDULE

INSTALMENT/ INSTALMENT PERIOD	GRANT SUM PAYABLE	PAYMENT SCHEDULE (Month and year)
Year 1 2024/25		
1 st	£97,500	July 2024
2 nd	£97,500	October 2024
Total for Year 1	£195,000	
Year 2 2025/26		
1 st	£131,250	July 2025
2 nd	£131,250	October 2025
Total for Year 2	£262,500	
Year 3 2026/27		
1 st	£131,250	July 2026
2 nd	£131,250	October 2026
Total for Year 3	£262,500	
Year 4 2027/28		
1 st	£15,000	July 2027
2 nd	£15,000	October 2027
Total for Year 4	£30,000	
Total for Grant	£750,000	

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

Part 1: Grant recipient details

Name of Main Grant Holder

Grant Determination number

Grant name

Address of Grant Holder

Postcode:

Contact telephone number

Part 2: Bank details

Bank / Building Society name

Bank sort code
 - -

Building Society roll number

Account name

Account number

Account type

Branch address

Postcode:

Part 3: Address for remittance advice

Choose one method only

Send our remittance advice by post

Postal address (if different from Part 1)

Postcode

Send our remittance advice via email

Part 4: Authorised signatories

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

Name

Position in the organisation

Signature

Date

Name

Position in the organisation

Signature

Date

Part 5: Grant recipient declaration

To be completed by the person who signed the Grant Letter/ Grant Funding Agreement

I certify that the information given on this form is correct.

I agree that following discussions, any overpayments can be automatically recovered from future payments.

Name

Signature *(the person who signed the agreement)*

Date

Return this form to the address indicated in the Grant Letter, alongside a signed Grant Funding Agreement.

General Data Protection Regulation (2018): The information on this form will be recorded on the Authority’s computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.

**ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE
(Breakdown of forecast grant expenditure)**

Budget

The funding consists of £750,000.00 inclusive of VAT over four years:	Financial Year	Value	Item
2024-25 £175,000 for salary costs	2024/25	£175,000*	Staffing
2025-26 £250,000.00 salary costs and overheads	2025/26	£250,000	Staffing & dissemination overheads
2026-27 £250,000.00 salary costs and overheads	2026/27	£250,000	Staffing & dissemination overheads
An additional £75,000.00 will be invested for the evaluation and this is expected to be split across years 1-4 (2024/5 to 2027/8) in order for the evaluation to be an ongoing process.	2024 - 2028	£75,000	Evaluation

Financial Breakdown

Cost heading	2024-5	2025-6	2026-7	2027-8	Total
Recruitment i.e Bluetown	£500				£500
Staffing Costs Project Manager (G12 grade, Yr. 1 @ 10 months, Yr. 2 & 3 + 5% annual uplift)	£55,990	£70,547	£74,075		£200,612
Staffing Costs - Training & Expenses e.g. equipment	£3,000	£500	£426		£3,926
Staffing Costs - Project support from LA partners	£65,510	£75,393	£81,939		£222,842
Flexi Funding - (funding that the provider can spend directly on children's expenses related to their participation in the steering committee and travel costs)		£5,600	£5,600		£11,200
Delivery Provider (co-production, delivery, training, facilitation, dissemination)	£50,000	£90,000	£80,000		£220,000
Overheads		£7,960	£7,960		£15,920
Evaluation (max £75k requirement)	£20,000	£12,500	£12,500	£30,000	£75,000
Total	£195,000	£262,500	£262,500	£30,000	£750,000

ANNEX 6 – AGREED PERFORMANCE MEASURES AND OUTCOMES

The Walsall Youth Justice Services Board will act as the Lead Board and will oversee and scrutinise the implementation of this work with Executive Director level and multi-agency representation including LA Children's/ Community Safety / Education Officers, Police, Probation, Public Health / ICB. The Board has oversight of deliverables, spend and quality assurance. The Chair of Walsall YJS Board, Executive Director – Children's Services, reports to Walsall Council Chief Executive and Corporate Management Team having overall accountability for funding. The Strategic Lead - Youth Justice Services reports to the Chair of the Board and will have direct line management responsibility of the Project Manager who will deliver the project and finance plan. Update reports including the outcomes of any key decisions made at Board level will be circulated among the partner YJS Boards in the interests of transparency and effective partnership working.

A Partnership Agreement will be produced clearly outlining the aims & objectives of the project, key milestones and outputs, areas of responsibility for each partner, lines of communication and information sharing protocol. Each partner will be expected to sign the Partnership Agreement, which will be a fundamental cornerstone of the project.

Terms of Reference will ensure that the Board is accountable for spending and achieving the pathfinder objectives. There will be an annual appraisal of progress combined with scrutiny of the plans for each accommodation prior to funds being released.

The Project Steering Group including Project Manager, LA representatives and stakeholders will meet monthly and report to the YJS Board on a quarterly basis overseeing delivery of the project plan, spend, issue and risk management and reporting.

Each YJP will have their own Local Implementation Group reporting into the Steering Group on a monthly basis, chaired by the nominated lead for the authority and driving forward project interventions.

A project steering group comprising of the nominated leads from each LA and key representatives, will meet monthly. As the Lead Authority, Walsall will ensure the presence of their Lead Accountant, legal and procurement officers (where necessary) ensuring comprehensive and well-informed decision making. We will establish clear Terms of Reference for the steering group, outlining areas of responsibility, membership, purpose and communication lines. The group will be chaired by WMBC's Strategic Lead for Youth Justice Services

The YJB Quality Assurance Framework is an integrated cycle of assessment, planning, implementation and review, intended to ensure that all agencies are demonstrating, or working towards achieving, the required standards of process and service. This programme will form an integral part of a wider commitment from all authorities and agencies to improve the quality and effectiveness of youth justice services, incorporated in project planning from the offset. Self-assessment is critical, forming the basis of a strong process of self-evaluation, across the project, that will underpin priority-setting, planning and ongoing improvement. Self-assessment will be widely used by LAs to understand and articulate the issues that influence the focus and direction of the project.

The evaluation will be contracted to ensure independent testing of the proof of concept. The evaluation spec will be co-produced with partners as the integrity of the data is likely to be higher, implementation safer and there will be greater buy-in to any subsequent recommendations. We envisage it taking a participatory, creative and co-learning approach including:

- Mixed methodology to ensure the evaluation is child first, the objectives are achieved and there is sensitivity to the context.
- Co-develop an outcomes framework aligned to sections 7.4/5 of the Application Specification and building on the Person-Centred, Theory Led SIM Framework for Youth Offending

- (Paterson-Young in HMIP, 2022) to capture impact over three years.
- Process evaluation to understand how and why the programme works and can be improved.

The evaluation plan must be approved and quality assured by the WMBC and the YJB.

Performance monitoring against core deliverables will include:

1. Preparation and background:
 - Local data, literature review, funding requirements, internal data capture.
 - Confirm evaluation objectives, co-create inclusive outcomes/indicators for programme performance and evaluation framework design.
 - Comparator sites and contextual information about the region - number and characteristics of staff and children participating in the programme, e.g. county lines/exploitation, neurodiversity, ethnicity and individual differences.
 - Develop a ToC, programme logic model by mapping inputs, outputs, outcomes and intended impacts of the programme.
2. Outcome and tool development:
 - a. Co-create a low burden but high impact MEL strategy.
 - b. Review programme indicators in line with programme aims.
 - c. Develop a baseline for programme outputs and outcomes including demographics.
3. Data collection:
 - a. Develop a facilitation plan and worksheets to co-develop with children and select appropriate child first and EDI informed collection practice and inclusive data collection methods and tools.
 - b. Provide brief training on tools, dissemination and implementation for PM/SDP/Champions to ensure reliable and ongoing data capture.
4. Quality Assurance:
 - a. Working with the team for ongoing performance monitoring.
 - b. Co-create a baseline for ongoing learning testing and refining tools.

The findings on programme outcomes (at the system, staff and / or child level), will include consideration of whether any suitable comparator sites are available.

Methodology:

A Process Evaluation methodology will be utilised to enables staff to gain a deeper understanding of the key levers that support their own practice as well as have the ability to inform others interested in potentially adopting the programme. The process evaluation will determine the connection between programme services received and outcomes achieved i.e. proof of concept.

1) Problem statement, levels identification: Working with the CSG and stakeholders to test aims, processes and barriers at the programme level. Investigate key decisions made around the design of the programme, key success and challenges to implementation.

2) Create and test: Identify the benefits and opportunities for best practice, the successes and challenges to inclusivity, deploy a range of methods (surveys, journey mapping, focus groups) to understand pathways.

3) Reporting: providing action-oriented feedback on the programme; interim reports delivered annually plus a final report.

Two different Case Management Systems are utilised across the partnership. The Information

Sharing Agreement will allow for the analysis of data to allow effective monitoring of pathway/outcomes across the different systems.

Sample size: min 20% of all staff and 5% of eligible children.

Timings and outputs:

Y1: Outcomes framework developed; Co-creation of ToC and Programme Logic Model; Inclusive tools developed; SU impact methodology co-produced; interim report.

Y2: Focus groups with staff and to be agreed methodology for engaging YP to explore and measure short to medium term impact. Accessible survey for all stakeholders; Y2 report with initial learning for dissemination events e.g. webinars.

Y3: Staff focus group, building on what works for YP engagement to analyse programme data collected.

End of Y3: Final report with learning and key messaging i.e. knowledge mobilisation such as Tik Tok, 'lunch n learn' on what worked and why to inform future replication. Ensuring we are child first, acknowledge and close the communication loop with all YP engaged and who shared their life experiences to improve the experiences of their peers.

Who:

The Council's procurement system 'Intend' will be utilised to allow for competitive tendering, also targeting individuals/companies with the following expertise:

- ✓ Child First values
- ✓ Extensive experience and engagement in intercultural understanding, equity, cultural safety and anti-racism in contexts such as policy, health, justice, immigration, poverty.
- ✓ Working with minoritised and racialised communities.
- ✓ Experience in evaluating children's services, wellbeing and justice sectors.
- ✓ Knowledge/tools to challenge prejudice, systematic racism and ableism to create opportunities for growth/support inclusion.

Outcomes will be monitored through a minimum of monthly checkpoint meetings between the Authority and Pathfinder Project Manager to support the plans to develop the pathfinder and address any short comings.

The Grant Recipient is required to achieve the following milestones/performance measures and outcomes in connection with the Grant:

Key milestones	Date
Establish Walsall YJS Partnership Board	July 2024
Board Partnership Agreement and ToR	July 2024
Establish Steering Committee	July 2024
Steering Committee ToR	July 2024
Information Sharing Protocols	July 2024
Recruitment of Project Manager	July 2024
Evaluator procured	September 2024
Specialist Delivery Partner procured	September 2024
Proof of Concept developed	February 2025
Theory of Change model agreed	March 2025

Evaluation Framework / MEL Strategy produced	March 2025
Sustainability Plan produced	March 2025
End Yr. 1 Evaluation Report	March 2025
End of Yr. 2 Evaluation Report	March 2026
Final evaluation report	June 2028

PROJECT MILESTONE PLAN

What	Who will carry out the task	Year 1												Year 2				Year 3				Y4
		May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Qtr1	Qtr2	Qtr3	Qtr4	Qtr1	Qtr2	Qtr3	Qtr4	Qtr 1	
Funding confirmed																						
Project Kick-off & Management																						
Draft Partnership Agreement circulated for comment	YJS Lead																					
Draft Information Sharing Protocol circulated for comment	YJS Lead																					
Project Manager recruitment	YJS Lead																					
Walsall YJS Performance & Partnership Board meetings	WMBC																					
Partnership Agreement Signed	All Partners			*																		
Information Sharing Protocol Signed	All Partners			*																		
Steering Group meetings	All Partners																					
Quarterly Project Monitoring	Project Manager																					
Procurement																						
Market warming events	Project Manager / YJS Lead																					
External Evaluator Procured	Project Manager					*																

End Yr 2 Evaluation Report	External Evaluator															*						
Final Evaluation Report	External Evaluator																					*
Dissemination & Communications																						
Dissemination / workshops / webinars / training / events	Project Manager																					
Press Releases	Project Manager																					

ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	Phil Rutherford
Position in organisation	Strategic Lead for Youth Justice Services Walsall Council
Email address	Philip.Rutherford@Walsall.Gov.Uk
Telephone number	01922 652450
Fax number	N/A
Postal address	Walsall Council Civic Centre Darwall Street Walsall WS1 1TP

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	Youth Justice Board
Name of contact	Sally Charles
Position in organisation	Head of Programme Governance
Email address	Sally.charles@yjb.gov.uk
Telephone number	07977333988
Fax number	N/A
Postal address	YJB, 5 th Floor, 70 Petty France, Clive House, London, SW1H 9EX

Please inform the Authority if the Grant Recipient's main contact changes.