



# Young Person's Guarantee

## Dumfries and Galloway Local Employability & Skills Partnership

### Criteria and Guidance for Application Form

### Young Person's Guarantee Funding – Supporting 16 to 24-year-olds in Dumfries & Galloway

#### Total Fund Value £200,000

Applications are welcome from community groups, charities, social enterprises, public sector bodies and private employability providers who can provide employability support for 16 to 24 year-olds in Dumfries & Galloway. Please note the eligibility reflects the guidance from Scottish Ministers in relation to the Young Person's Guarantee employability programme 2021/2022 and is unique to this funding stream. **In addition, applications should be for £10,000 and above, deliverable within a 6-month timeframe from October 21 to March 22.**

Community groups or charities must be constituted and have a bank account, alternative governance documentation will be accepted for the public or private sector. You must have prior experience of providing employability support to this age group.

All applications should demonstrate how they meet the main objectives of the Young Person's Guarantee as set out by Scottish Ministers which is intended to provide young people, aged 16-24 years, with an opportunity, based on their own personal circumstances and ambitions, of: enrolling in education; joining an apprenticeship programme; undertaking training; accessing fair employment including work placements; or participating in a formal volunteering programme. The main objectives of the fund as detailed in the local authority grant award letter from Scottish Ministers to Dumfries & Galloway Council are to:

- Utilise the resource flexibly to deliver employability support in Scotland for eligible young people aged 16 -24 years who need additional support to move towards achieving sustainable outcomes.
- Provide formal Learning Agreements for young people accessing support.
- Provide a range of support that allows local partnerships to align this support with other employability programmes including the UK Ministers' job placement programmes.
- Utilise available data to identify most in need and to prevent and reduce the number of young people becoming or remaining unemployed or inactive.
- Support more young people to participate in good quality external employability programmes.
- Support young people to participate in good quality external formal volunteering opportunities.
- Support young people to access employment opportunities with employers, for example through Employer Recruitment Incentives (ERIs) which must be in line with the ERI Framework.
- Increase the number of young people engaged in learning and skills development.
- Increase the number of young people achieving qualifications.
- Utilise the knowledge and expertise of local employability partners, including third sector organisations, to design and deliver pre-employment support.
- Reduce levels of in-work poverty and support the career progression of young people.
- Provide targeted support to young disabled people, helping to reduce the Disability Employment Gap.
- Support inclusive sustainable outcomes by helping to tackle inequalities within the labour market.
- Provide up-to-date and relevant information to young people and employers seeking to access the support provided by the Guarantee.

**Milestones which will be measured through the programme include:**

- The number of young people engaging with employability support and training through the local authority, broken down into age groups and by protected characteristics identified in line with local need.
- The progression of young people towards education, training, or employment.
- The number of young people taking part in employment opportunities supported by the Young Person's Guarantee.
- The number of young people achieving sustainable outcomes.
- Engagement with and support provided to young people from protected characteristic groups and care experienced young people.

**Applicants must be able to provide information on how they will track and provide the evidence of achieving the milestones as detailed above. You will be expected to provide update reports quarterly for submission to Scottish Ministers.**

**Use local data and young people's views to inform your application** - Applications should demonstrate and utilise available local data to identify areas of need and must provide evidence of this. Useful sources of local data are available from the Single Dumfries & Galloway Plan, Skills Development Scotland, NOMIS and from local consultations. Our local employability and skills partnership, including the youth person's guarantee partnership, have highlighted some key local priority areas. These include:

- Supporting young people who have experience of the care system
- Supporting young people with additional support needs
- Supporting young people from protected characteristic groups
- Barrier removal – financial and practical support, for example PVG costs, workwear etc.
- Financial support to undertake specific work-related courses or achieve certificates to work in certain areas including forklift ticket, land and countryside related tickets, food, and hygiene, work first aid, customer service, CSCS, driving related supports, communication, and presentation at online interviews
- Support to improve health and wellbeing increasing likelihood of positive destination
- Coaching support
- Digital and ICT including basic and higher levels
- Skills boost intensive courses have worked well,
- Capacity building support for the LEP and successful partner providers including engagement of young people in service co-design and upskilling partners in equalities and new work practices and emerging growth employment areas.
- Volunteering and Work Experience

In delivering support the applicant must consider how to further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Convention on the Rights of the Child (UNCRC) as this relates to the Grantee's areas of responsibility.

In carrying out the Programme the applicant will be expected to give regard to the Fair Work Framework in a way that is relevant and proportionate. For example, by ensuring:

- Appropriate channels for effective voice
- Investment in workforce development
- No inappropriate use of zero hours contracts
- Action to tackle the gender pay gap and create a more diverse and inclusive workplace
- Payment of the real Living Wage wherever possible

### Young people who are eligible for support

(a) To be eligible to participate in the support provided by the Programme, individuals must:

- Have the right to live and work in the UK
  - Be currently resident in Scotland
  - Be aged between 16 and 24 years
- And be from one of the following categories:
- Unemployed (excluding those in full-time education)
  - About to leave school without a positive destination (within 6 months of the official school leaving date)
  - School leaver without a positive destination
  - In low paid employment
  - At risk of redundancy
  - At risk of losing an apprenticeship
  - Leaving training, volunteering, college or university without a positive destination
  - Low-skilled
  - Without qualifications at SCQF5 or above
  - Underemployed

(b) Local authorities must also target support towards young people with protected characteristics and additional barriers to employment, examples of which are listed below. In delivering the programme applicants are encouraged to target support to these groups.

- Disabled person including those who have an impairment or long-term health condition
- Care experienced young people
- Carers
- Person with a conviction (including CPO's)
- Early leavers from the armed forces, veterans and ex-forces personnel
- Long-term unemployed (6 months or over) who are not on Community Work Placements
- Person who has failed their ESA Work Capability Assessment
- Ethnic minority groups, with a targeted approach focussed on those groups for whom there is an employment gap and informed by local population ethnicity data.
- Gypsy/travelling community
- Partner of current or ex-Armed Forces personnel
- Person requiring support with language, literacy or numeracy, including those for whom English is an additional language
- Lone parent
- Refugee or other granted leave to stay in the UK
- Homeless person (including temporary or unstable accommodation)
- Person affected by substance misuse

**The grant will cover a six-month period from October 2021 to March 22. Therefore, projects need to be able to be implemented quickly and how you will achieve this needs to be detailed in your funding application. The funding is subject to the above and the attached terms and conditions**

### **Tips for Completing your Application Form**

- Please provide all the critical details in the bid itself, rather than attaching it in supporting documentation.
- Do not assume the scoring panel has prior knowledge of your organisation or project, even if you have been funded previously.
- Subheadings and bullet points are helpful for breaking up long sections of text!

#### **Question 1**

##### **How many people will benefit?**

Be as specific as possible. Based on your best estimate, please tell us how many people or organisations will participate in the funded activity or receive services from it. Numbers should be realistic rather than over-optimistic.

#### **Question 2**

As clearly as possible, tell us here WHAT you want to do with the grant. Please describe the activities or services you will deliver and how you will deliver them: for example: face to face or online, by using new or existing members of staff, volunteers, sessional workers, or others. Please also tell us how you will be able to put your project in place quickly due to the 6-month funding window.

#### **Question 3**

This is where you link what you will deliver with the benefits that you want to make and give us an idea of how you will show that through monitoring and evaluation as requested by Scottish Ministers linking to their objectives and milestones as stated above.

**Outputs** are the specific goods, services or activities that will be delivered. Please be as specific as possible about the activity and the estimated numbers of people who will take part.

For example:

- *5 training workshops will be delivered to 20 people each*
- *10 new volunteer opportunities will be created for people in our community garden and 5 will secure a gardening qualification*
- *100 people will be offered individual advice and support*

**Outcomes** are the changes that you will make as a result of the activities. Ideally, they should be presented using words such as 'more,' 'better,' 'improved,' 'increased,' etc. You should link your outcomes to the outputs that you are delivering as directly as possible.

For example:

- *Training participants will have greater skills and self-confidence, leading to better outcomes in the labour market*
- *Volunteers will experience better mental health and reduced isolation*

**Monitoring and Evaluation** is how you will know you have made a difference. You may use different methods depending on your project, but this could include tracking statistical data, characteristics of participants, barriers and training/job outcomes, baseline self-statements and progression statements for example in confidence levels at interviews, evaluation forms, focus groups, one to one feedback sessions, or other. You should consider your baseline knowledge, i.e., what you know at the START of the project so that you can measure the changes. It will be essential to measure where clients or beneficiaries are at the beginning and at various intervals

throughout the project, not just at the end. Can you also state how you will practically undertake the tracking of the statistics required and what systems you will use in terms of participants and their achievements?

#### **Question 4**

In this question, we want to know WHY this project is needed. A strong bid will provide evidence of need, which may come from direct community engagement or research that you have done or data from existing sources. We would like to know how your project will fill a gap in services and be confident that it will not duplicate work that may already be going on.

Here we also want to know how you believe your project will help meet the objectives and milestones of this fund as detailed above.

#### **Question 5**

We like projects to relate to what is already happening here in Dumfries & Galloway. Please also use this section to tell us WHICH other local organisations or agencies you may be working in partnership with and some details of that partnership. For example, tell us if you are collaborating on delivery, signposting, referring people to them or taking referrals from them. You can also tell us if you are using their premises or drawing upon their expertise in some way.

We want to see that you have already done some of the groundwork in terms of building these relationships, so please give us some details about how you have established links.

#### **Question 6**

We want to know about the expertise and skills you have within your organisation and how that makes you best placed to deliver this project. Examples might include:

- Knowledge of and established links with the local community
- The skills, knowledge, and experience of volunteers and/or directors
- Staff members with expertise
- Your organisation's track record in delivery
- Training that your team has undertaken
- Assets and resources you have, including space, equipment, etc.

#### **Question 7**

It is not enough under this question to say that your organisation supports equal opportunities and is open to everyone in the community. Consider:

- Consider how you will promote and target those from protected characteristic groups.
- What Policies and Procedures do you have in place that promote accessibility? If you do not have an equal opportunities policy, then you may wish to write one.
- What do you do to make your premises accessible e.g., ramps, opening hours, outreach?
- How do you market your services to make sure that everyone knows about them e.g., marketing to under-represented groups, Plain English, Other languages, large print?
- How do you support vulnerable service users to participate? Do you give them additional support?
- Do you do any active work with your service users on equalities?
- Do you work in partnership with any specialist organisations?
- Do you provide training on equality and diversity for staff and volunteers?

## Question 8

### Funding can be requested for the following aspects (eligible costs):

- Training and development of key workers to ensure they are gender and diversity competent and equipped to support all participants particularly those with additional support needs.
- Providing appropriate opportunities, provision, and support to eligible young people through purchasing a mixed economy of provision to meet individual needs.
- Participant expenses, including travelling expenses for attending external training sessions.
- Travelling expenses for Key Workers in connection with providing support to participants.
- report
- Specialist support required for participants in the programme.
- Investment in Third and Private Sector provision of employability support for young people.
- Employability key worker costs relating to direct management and administration and workforce capacity in providing support to eligible young people
- Improving the promotion of the Guarantee to ensure that young people and employers can access appropriate information and support.

### The following areas cannot be funded (ineligible costs):

- Any Value Added Tax (VAT) reclaimable by the Grantee.
- Employability support for those out with the eligible age range of 16-24 years.
- Costs covered by core employability investment within local authorities.
- Costs for key worker hours utilised for work on other employability programmes.
- Council or other organisation/agency general overhead charges - capital, management, administration, accommodation, travel, and subsistence costs.
- Any programmes or activities which do not have the aim of assisting participants to access or progress into or towards employment or further education.
- Any goods or services not received by the Grantee by the end of the financial year i.e. 31<sup>st</sup> March 2022

### Decision making

Grant applications will be assessed against the extent to which the project or programme of work will:

1. Meet the objectives and milestones of the funding stream.
2. Address unmet need.
3. Reduce inequalities, help people most in need to progress on their employability journey
4. Make a difference to the people you are working with.
5. Complement or add to existing services and resources.
6. Provide evidence of partnership working and how local young people have been involved in the planning of the proposal.
7. Provide details of how you will be able to quickly put your project in place due to the 6-month funding period.
8. Be delivered by organisations with the skills and experience to deliver effectively.
9. Include clear costing and timescales that demonstrate value for money.
10. Provide robust knowledge of the tracking and monitoring systems you will put in place to ensure effective reporting and tracking.

You will find out by the end of October 2021 if your application has been successful.

**Further Support**

If you need any additional support or further information, please contact:  
[dgyouthguarantee@dumgal.gov.uk](mailto:dgyouthguarantee@dumgal.gov.uk)

## Terms and Conditions

### PROJECT GENERAL CONDITIONS OF AGREEMENT

These Conditions may only be varied by the written agreement of the Granter. No terms or conditions put forward at any time by the Grantee shall form any part of the Agreement unless specifically agreed in writing by the Granter.

#### 1. DEFINITIONS

In these Conditions the words and expressions set out below shall have the meaning ascribed to them:

**'Agreement'** means the Award Letter, these Conditions and the Grantee's acceptance of these Conditions;

**"Application Form"** means the Dumfries & Galloway's Local Employability & Skills Partnership, Young Person's Guarantee Grant Funding Application Form 2021/2022 completed by the Grantee

**"Award Letter"** means the letter from the Graner to the Grantee confirming they will receive a Grant.

**"Conditions"** means these grant conditions and the Schedules;

**"Data Protection Laws"** means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the UKGDPR.

**"Default"** means:

- a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- b) Any failure to perform or the negligent performance of any obligation under this Agreement; c) Any breach of any legislation; or
- d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

**"Financial Year"** means a period from 1 April in one year until 31 March in the next;

**"Grant"** means the grant offered by the Granter to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

**"Grantee"** means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the "Grantee" are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

**"Granter"** means the Dumfries and Galloway Council, a local authority constituted under the Local Ministers etc. (Scotland) Act 1994 and having their Council Headquarters at Council Offices, English Street, Dumfries;

**“Intellectual Property Rights”** means all rights of ownership, including all copyrights patent, trademark, design right, database right and any other right in the area of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee;

**“Participant/participant”** means the individual who is taking part in the employability support provided by the Project

**'Premises'** means the location where the Project are to be performed, as specified in the Purchase Order;

**“Project”** means the purpose for which the Grant has been awarded as described in the Application Form

**“Subsidy Control”** mean the United Kingdom’s international commitments on subsidy control arising from, amongst others, the EU – UK Trade and Co-operation Agreement, World Trade Organisation membership and commitments arising from international treaties and agreements to which the United Kingdom is a party.

## **2. PURPOSE OF GRANT**

2.1 The Scottish Ministers in exercise of their powers under Section 2 of the Employment and Training Act 1973, and Section 126 of the Housing Grants, Construction and Regeneration Act 1996 have offered to give to the Granter a grant payable over the 2021-2022 financial year from 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022, towards supporting local delivery of the Young Person’s Guarantee employability programme. The Grant is made by the Granter to enable the Grantee to carry out the “Project” and is made subject to the Conditions.

2.2 The Grant shall only be used for the purposes of the “Project” and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objectives / expected outcomes of the Grant are as stated in the criteria and guidance.

2.5 The Grant is to be used to deliver employability support are as stated in the criteria and guidance.

2.6 The eligible and ineligible costs for the Grant are as stated in the criteria and guidance.

## **3. CHANGE TO AGREEMENT REQUIREMENTS**

- 3.1 The Granter may order any variation to any part of the Project for any reason which shall in its opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Project and changes in quality, form, character, kind, timing, method or sequence of the Project.

- 3.2 Save as otherwise provided herein, no variation of the Project as provided for in Condition 3.1 hereof shall be valid unless given or confirmed in the form of a written instruction. All such instructions shall be given in writing provided that if for any reason the Granter shall find it necessary to give any such instruction orally in the first instance the Grantee shall comply with such oral instructions which must be confirmed in writing by the Granter within 2 working days of the giving of such oral instruction by the Granter, failing which the variation made by such oral instruction shall cease to have effect on the expiry of the said 2 working day period.
- 3.3 Where any such variation of the Project made in accordance with Condition 3.1 and 3.2. has affected or may affect the costs incurred by the Grantee in providing the Project, the Grantee will notify the Granter in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Granter, who shall take all the facts into account (including such information as may be provided by the Grantee in respect of the effect which such variation has had or may have on the costs incurred by the Grantee in providing the service) and may authorise such alteration to the sums to be paid to the Grantee in accordance with the provisions of the Agreement as are, in his opinion, appropriate and reasonable in the circumstances.

#### **4. INSPECTION OF PREMISES AND NATURE OF BUSINESS**

- 4.1 Where premises are to be provided by the Grantee, these will be inspected by the Granter prior to the award of any Agreement.
- 4.2 The Grantee shall, at the request of the Granter, grant such access as may be reasonable for this purpose.

#### **5. GRANTEE'S STATUS**

- 5.1 In carrying out the Project the Grantee shall be acting as principal and not as the agent of the Granter. Accordingly:
- a) the Grantee shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Grantee is acting as the agent of the Granter, and
  - b) nothing in this Agreement shall impose any liability on the Granter in respect of any liability incurred by the Grantee to any other person but this shall not be taken to exclude or limit any liability of the Granter to the Grantee that may arise by virtue of either a breach of this Agreement or any negligence on the part of the Granter, his staff or agents.

#### **6. GRANTEE'S PERSONNEL**

- 6.1 The Grantee shall take the steps reasonably required by the Granter to prevent unauthorised persons being admitted to the Premises. If the Granter gives the Grantee notice that any person is not to be admitted to or is to be removed from these Premises or is not to become involved in or is to be removed from involvement in the performance of the Agreement, the Grantee shall take all reasonable steps to comply with such notice and if required by the Granter the Grantee shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.
- 6.2 If and when instructed by the Granter, the Grantee shall give to the Granter a list of names and addresses of all persons who are or may be at any time concerned with the Project or any part of them, specifying the capacities in which they are so concerned and giving such other

particulars and evidence of identity and other supporting evidence as the Granter may reasonably require.

- 6.3 The decision of the Granter as to whether any person is to be admitted to or is to be removed from their Premises or is not to become involved in or is to be removed from involvement in the performance of the Agreement and as to whether the Grantee has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.
- 6.4 The Grantee shall bear the cost of any notice, instruction or decision of the Granter under this Condition.

## 7. PAYMENT

7.1 Payment of the Grant is subject to the Grantee first submitting a successful application detailing delivery plans and which shall deliver the Project as defined in the criteria and guidance. The Grant shall be paid by the Granter to the Grantee in accordance with the terms of **Schedule 2 Part A** attached. Grant should be claimed using the proforma attached at **Schedule 2 Part B**.

7.2 The Grantee shall when **submitting the final grant payment request submit** to the Granter **a statement of compliance** with the Conditions of the Grant using the form of words **provided in Schedule 3**. The statement shall be **signed by the Grantee's Head of Finance**.

7.3 In the event that the amount of the Grant paid by the Granter to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Granter the amount of such excess within 7 days of receiving a written demand for it from or on behalf of the Granter. In the event that the Grantee fails to pay such amount within the 7 day period, the Granter shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

7.4 The Granter shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Granter in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in Schedule 2 Part A, unless otherwise agreed in writing by the Granter.

7.5 To ensure appropriate management of the Granter's budgets in light of the 2021/22 COVID-19 response, the payment schedule set out within Schedule 2 Part A and will be subject to ongoing quarterly review throughout 2021/22 financial year to allow for flexible decision making to minimise the adverse impacts in dealing with the outbreak. The Granter's ~~Scottish Ministers~~ officials will assess the grant on a quarterly basis to ensure that delivery of agreed activity is taking place and whether the grant in its original form should continue for the remainder of the financial year. The Granter reserve the right to withdraw or alter the value of, and conditions attached to, grant funding on a quarterly basis, following the advice of officials.

## 8. MANAGEMENT OF INFORMATION AND AUDIT

8.1 The Grantee shall keep the Granter fully informed of the progress of the Project in the form of **quarterly reports** in the form set out in Schedule 1

8.2 Revisions to targets against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Granter. Where agreement cannot be reached, the Granter may reduce or withdraw the offer of grant.

8.3 The Grantee shall ensure that equalities issues and equality of opportunity are considered and applied when delivering the Project.

8.4 The Grantee shall, on completion of the Project, submit an End of Year Delivery report as described in Condition 8.1 to the Granter summarising the outcomes and performance of the Project as a whole. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Granter and shall be in the form provided in Schedule 1 PartB.

8.5 The Grantee shall also provide any other information that the Granter may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Granter with prompt access to any information they reasonably require to ensure compliance with these Conditions.

8.6 The Grantee shall keep and maintain for a period of five years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Granter by way of the Grant. The Grantee shall afford the Granter, their representatives and such other persons as the Granter may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

8.7 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Granter of such activity and provide such other information as the Granter may reasonably require in relation to the impact on the Project and the use of the Grant.

8.8 The grantee shall immediately inform the Granter of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another

8.9 The provisions of this Condition 8 shall apply during the continuance of this Agreement and after its termination howsoever arising.

## **9. CORRUPT GIFTS OR PAYMENTS**

9.1 The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall not offer or give, or agree to give, to any employee or representative of the Granter any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other agreement with the Granter or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Agreement. The Grantee shall ensure that adequate controls are in place to prevent bribery.

## **10. PATENTS, INFORMATION AND COPYRIGHT**

- 10.1 It shall be a condition of the Agreement that, except to the extent that the Project incorporate designs furnished by the Granter, that nothing done by the Grantee in the performance of the Project shall infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and the Grantee shall indemnify the Granter against all actions, claims, demands, costs and expenses which the Granter may suffer or incur as a result of or in connection with any breach of this Condition.
- 10.2 All Intellectual Property Rights are assigned by the Grantee to the Granter.

## **11. Disposal of Assets**

The Grantee shall not, without prior written consent of the Granter, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Granter shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Granter shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Granter shall not be required where the value of the asset is less than £2,000.

## **12. PUBLICITY**

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Granter and the Scottish Ministers to its costs. The Granter may require to approve the form of such acknowledgement prior to its first publication.

## **13. INDEMNITY AND INSURANCE**

- 13.1 Without prejudice to any rights or remedies of the Granter the Grantee shall indemnify the Granter against all actions, suits, claims, demands, losses, charges, costs and expenses which the Granter may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any negligent or wrongful act or omission of the Grantee.
- 13.2 Throughout the term of the Agreement the Grantee shall have in force and shall require any sub-contractor to have in force:
- a) employer's liability insurance in accordance with any legal requirements for the time being in force, and
  - b) public liability insurance for such sum and range of cover as the Grantee deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £5 million for any one incident and unlimited in total, unless otherwise agreed by the Granter in writing, and
  - c) professional indemnity insurance in the sum of not less than £2 million for any one incident
- 13.3 The policy or policies of insurance referred to in Condition 12.2 shall be shown to the Granter whenever he requests, together with satisfactory evidence of payment of premiums.

## **14. DISCRIMINATION**

- 14.1 The Grantee shall comply with the Equality Act 2010 and shall take all reasonable steps to secure the observance of this provision by all servants, employees or agents of the Grantee and all sub-

contractors employed in the execution of the Agreement.

## **15. CONFIDENTIALITY**

- 15.1 The Grantee shall keep secret and not disclose and shall procure that his employees keep secret and do not disclose any information of a confidential nature obtained by him by reason of this Agreement and the Project except information which is in the public domain otherwise than by reason of a breach of this provision.
- 15.2 All information related to the Agreement with the Grantee will be treated as commercial in confidence by the Granter except that:
- a) The Grantee may disclose any information as required by law or judicial order to be disclosed.
  - b) The Granter may disclose any information as required by law or judicial order to be disclosed.
  - c) The Granter and the Scottish Ministers may disclose any information as required in terms of their funding agreement with the Scottish Ministers. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Ministers in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement. To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Ministers publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.
- 15.3 The provisions of this Condition 14 shall apply during the continuance of this Agreement and after its termination howsoever arising.

## **16. DATA PROTECTION**

- 16.1 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Project.

Where the Grantee gives any personal data to the Granter, the Granter will use that personal data to make sure the Grantee complies with the terms of the Agreement. The Granter may share that personal data with the Scottish Ministers, other Council Services or appropriate bodies. The Grantee agrees to make sure that all people whose personal data are (or are to be) disclosed to the Granter are told of this fact.

- 16.2 Where the Grantee processes (or will process) personal data it hereby confirms that it has (or will acquire) a valid notification with the Information Commissioner as defined by section 6 of the Data Protection Act 2018 covering its processing of personal data, including in that notification the disclosure of personal data to the Granter.
- 16.3 The Grantee acknowledges that in order for it to perform its duties, the Granter may need to disclose personal data to the Grantee. This may include sensitive personal data relating to people who use the Project, such information being called 'people who use the service information'. The Granter is the data controller in respect of the people who use the service information. The Grantee shall take all steps necessary to permit this to occur including providing any requested information on its processing and arrangements and shall execute all the required documentation when required to do so.
- 16.4 The Grantee hereby warrants:
- a) that processing of the person's information will be subject to technical and organisational security measures which, if the Grantee were the data controller in respect of the person's information, would satisfy Data Protection Laws;
  - b) that it will take reasonable steps to make sure it complies with the measures described in Condition 16.4(i) above;
  - c) that it will comply with all obligations imposed by Data Protection Laws as though the Grantee were the data controller in respect of the person's information.
- 16.5 In the Agreement the expressions "personal data", "data controller", "data processor", "processing" and "process" shall have the meanings assigned to them by Data Protection Laws.
- 16.6 Personal information shall be used by the Grantee purely to enable the Grantee to provide the Project to people in accordance with the Agreement and as requested by the Granter, and for no other purpose. It must not be processed or disclosed for any other purpose whatsoever apart from when the Grantee is required to do so by law; or with the consent of the person or other individual to whom the personal data in question relates. In the case of a person who lacks the mental capacity necessary to consent to the processing in question, this shall mean with the consent of a person entitled in law to make decisions relating to the personal welfare of the person but only to the extent that such processing will be of benefit to the person, and the processing is in accordance with the wishes of the person so far as these can be ascertained. The Grantee shall make sure that the recipients of any personal data disclosed under this Condition are made aware of the duty of confidentiality which attaches to it.
- 16.7 The Grantee shall not be required to pass information to the Granter in relation to a person, member of staff, volunteer or any other person if the same would cause the Grantee to breach the terms of the Data Protection Laws. The Grantee must supply detailed reasons in terms of the law in support of such an assertion within a reasonable timescale specified by the Granter. Where the cause of the potential breach of the said law is lack of consent to disclosure of the information, the Grantee agrees to use its best endeavours to obtain the consent required to prevent the potential breach from occurring.
- 16.8 Information provided by the Granter to the Grantee in connection with the Agreement will be treated as confidential by the Grantee (and any people employed or engaged by the Grantee in connection with the Agreement).
- 16.9 The Grantee (and any people employed or engaged by the Grantee in connection with the

Agreement) shall only use information obtained from the Granter for the purposes of the Agreement and shall not tell anyone else this information without the prior written approval of the Granter.

- 16.10 Personal or identifiable information developed while delivering the Agreement shall be shared with the Granter by the Grantee and shall be treated as confidential by the Granter (and any person employed or engaged by the Granter in connection with the Agreement). If required a Data Sharing Protocol will be developed.
- 16.11 The duty of confidentiality will continue after the end of the Agreement as well as during the life of the Agreement.
- 16.12 The Granter reserves the right to use information that has been changed to remove personal or identifiable details, where this is considered to be in the public interest.

## **17. TERMINATION**

17.1 The Grantee shall notify the Granter in writing immediately upon the occurrence of any of the following events:

- a) where the Grantee is an individual and if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee, or he is apparently insolvent, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
  - b) where the Grantee is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of the firm or any partner in the firm or any of those persons or a petition is presented for the Grantee to be wound up as an unregistered company; or
  - c) where the Grantee is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- 17.2 On the occurrence of any of the events described in Condition 17.1 or, if the Grantee shall have committed a material breach of this Agreement and (if such breach is capable of remedy) shall have failed to remedy such breach within 30 days of being required by the Granter in writing to do so or, where the Grantee is an individual if he shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 or of Part V of the Mental Health (Scotland) Act 1984, the Granter shall be entitled to terminate this Agreement by notice to the Grantee with immediate effect. Thereupon, without prejudice to any other of his rights, the Granter may himself complete the Project or have them completed by a third party, using for that purpose (making a fair and proper allowance therefor in any payment subsequently made to the Grantee) all materials, plant and equipment on the Premises belonging to the Grantee, and the Granter shall not be liable to make any further payment to the Grantee until the Project have been completed in accordance with the requirements of the Agreement, and shall be entitled to deduct from any amount due to the Grantee the costs thereof incurred by the Granter (including the Granter's own costs). If the total cost to the Granter exceeds the amount (if any) due to the Grantee, the difference shall be recoverable by the Granter from the

Grantee.

- 17.3 In addition to his rights of termination under Condition 17.2, the Granter shall be entitled to terminate this Agreement by giving to the Grantee not less than 30 days notice to that effect.
- 17.4 Termination under Conditions 17.2 or 17.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Granter and shall not affect the continued operation of Conditions 14 and 18.

## **18. Default and Recovery etc. of Grant**

18.1 The Granter may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

- a) The Grantee commits a Default;
- b) The Granter consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
- c) The Grantee fails to carry out the Project;
- d) In the Granter' opinion, the progress on the Project is not satisfactory; or
- e) In the Granter' opinion, the future of the Project is in jeopardy.

18.2 If, in the Granter' opinion, the Grant or any part of it does not comply with Subsidy Control and they consider that they are required to recover such sum in order to ensure compliance with their legal obligations Granter may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.

18.3 The Granter may withhold the payment of the Grant if at any time within the duration of the Agreement:

- a) The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b) Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or
- c) A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

18.4 In the event that the Grantee becomes bound to pay any sum to the Granter in terms of Condition 18.1, the Grantee shall pay the Granter the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Granter to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Granter shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate

prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

18.5 Notwithstanding the provisions of this Condition 18, in the event that the Grantee is in breach of any of the Conditions, the Granter may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of Condition 18 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Granter in accordance with the foregoing provisions.

18.6 Any failure, omission or delay by the Granter in exercising any right or remedy to which they are entitled by virtue of Conditions 18.1 to 18.3 shall not be construed as a waiver of such right or remedy.

18.7 Wherever under the Agreement any sum of money is recoverable from or payable by the Grantee, that sum may be deducted from any sum then due, or which at any later time may become due, to the Grantee under this Agreement or under any other agreement or agreement with the Granter.

## **19. ASSIGNATION AND SUB-CONTRACTING**

The Grantee shall not assign or sub-contract any portion of the Agreement without the prior written consent of the Granter.

Sub-contracting any part of the Agreement shall not relieve the Grantee of any obligation or duty attributable to him under the Agreement or these Conditions.

## **20. NOTICES**

Any notice given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or the equivalent or sent by e-mail transmission to [DGYouthGuarantee@dumgal.gov.uk](mailto:DGYouthGuarantee@dumgal.gov.uk) or other means of telecommunication resulting in the receipt of a written communication in a permanent form and if so sent or transmitted to the address of the party shown on the Award Letter, or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## **21. HEADINGS AND INTERPRETATION**

21.1 The headings to Conditions shall not affect their interpretation.

21.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

21.3 Except as otherwise provided in these Conditions, any reference to a Condition, Condition, sub-Condition or schedule shall be a reference to a Condition, Condition, sub-Condition or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.

## **22. CONTINUATION OF CONDITIONS**

22.1 These Conditions, except for Condition 11 shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

22.2 Condition 11 shall continue to apply until the end of the period referred to in that Condition.

**23. COMPLIANCE WITH THE LAW**

The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

**24. GOVERNING LAW**

These Conditions shall be governed by and construed in accordance with Scottish law and the Grantee hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Granter to take proceedings against the Grantee in any other court of competent jurisdiction, nor shall the takings of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.