

Greater Manchester Victims Capability and Capacity Fund 2024

Application Form

Contact information

Full Name: Position in

Lead Contact - for this proposal

The Applicant This must be the person that submits the application. The applicant should be someone from the organisation who can talk about the proposal, and we can contact during office hours. The applicant must be over eighteen years old.

| Organisation | | | |
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| Do you have any | | | |
| special | | | |
| requirements that | | | |
| would help us | | | |
| communicate with | | | |
| you | | | |
| Tel Number: | | | |
| Mobile Number: | | | |
| Email address: | | | |
| Address line 1 | | | |
| Address line 2 | | | |
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| Town / City | Postcode: | | |
| Town / City | Postcode: | | |
| Town / City About your organisation | Postcode: | | |
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| About your organisation Organisation name: | Postcode: | | |
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| Can you confirm that you are a charity or/community organisation as per Police Property Act rules? | | | | |
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| What is your organisations main purp | pose? | | | |
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| Organication number (if applicable) | | | | |
| Organisation number (if applicable): | | | | |
| Due Diligence | | | | |
| Your Organisation The process which we | e research an organisation's financial and | | | |
| organisational health. The decision to fund o | _ | | | |
| object data analysis, insight into general sta | te of an organisations health and stability, | | | |
| risk and intuition. | | | | |
| What date was your organisation | | | | |
| established | | | | |
| How many people are on your | | | | |
| organisations governing body or | | | | |
| board of directors? | | | | |
| Are you part of a larger | | | | |
| organisation? If yes, please provide name and address of organisation | | | | |
| If you are collaborating with anyone | | | | |
| for purpose of this application, | | | | |
| please name them | | | | |
| Your organisations policies, procedu | ures and insurance | | | |
| Are there any restrictions on who car | i join your organisation or access it | | | |
| services? If yes, what are they and wh | ny do you have them | | | |
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| Is your organisation registered with any institutions or public bodies? If yes, detail below including registration numbers | | | | | lf | | | | |
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| Do you consent to furt against this process? | ner Due | Diligen | ce e | enqu | ires beii | ng unde | rtaken | | Please tick ✓ |
| agamer and process. | | | | | | | | | u.o.n |
| Finance | | | | | | | | | |
| Bank Account details - | for pay | ment of | aw | ard (| (if succe | essful) | | | |
| Bank or Building Socie | ty name | and | | | | | | | |
| address | Γ | Γ | | | | | | | |
| Account Number | | | | | | | | | |
| Sort Code | | | į | - | | | - | | |
| Are you VAT registered | , if yes, p | orovide | | | | | | | |
| your VAT registration number | | | | | | | | | |
| Declaration & Referen | ces | | | | | | | | |
| Please declare any inte | erests of | f any | | | | | | | |
| employees, volunteers | | | | | | | | | |
| members that may be application. Include na | | | nd | | | | | | |
| details of the potential | • | | | | | | | | |
| it is intended that it wil | l be mai | naged | | | | | | | |
| | | | | | | | | | |
| Has your organisation supplied goods | | | | | | | | | |
| and services to Greater Manchester Police or the Deputy Mayors Office, or | | | | | | | | | |
| likely to in the future? I | - | | | | | | | | |
| provide more detail | | | | | | | | | |
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| | Please tick ✓ |
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| Declaration | Please |
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| | tick ✓ |
| I am authorised to complete this pre-grant due diligence information on | |
| behalf of the above organisation. | |
| I understand that as part of the pre-grant due diligence I may be required | |
| to provide further supporting information within 7 working days or asked | |
| further questions. | |
| I certify that the information supplied is to the best of my knowledge, | |
| correct. If this information changes in any way, I will inform the Deputy | |
| Mayors Office immediately. | |
| If a grant is awarded from the Deputy Mayor, it will be used only for the | |
| purpose given and according to any conditions specified. | |
| Our organisation understands that after payment of a grant, we will be | |
| expected to comply with the grant's requirements, and to provide | |
| information on the progress of the proposal and proof of expenditure. | |
| We also give our permission for representatives of the Deputy Mayors | |
| office to visit our organisation to follow up further due diligence enquiries. | |
| Our organisation gives permission for the Deputy Mayor to contact our | |
| organisation by phone, post or e-mail with information about its activities | |
| and about funding opportunities. | |

About the proposal

| Proposal name | | |
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| | | chester you will | be working in to o | deliver this |
|----------|---|---|--|--|
| | Oldham | | Trafford | |
| | Salford | | Wigan | |
| | Stockport | | All of Greater | |
| | Tameside | | Manchester | |
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| e rt? | | and finish? | | |
| | ed within 6-12 mon | ths following rec | eipt of grant fund | |
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| | ease check rt? be complete de a sumn open, when | Oldham Salford Stockport Tameside Tameside Completed within 6-12 monday | Oldham Salford Stockport Tameside and finish? be completed within 6-12 months following red de a summary of the proposal open, when, where, and with who? Who with | Oldham Salford Wigan Stockport Tameside All of Greater Manchester and finish? be completed within 6-12 months following receipt of grant fund de a summary of the proposal open, when, where, and with who? Who will deliver the proposal |

| How will your proposal deliver the priorities as set out in the prospectus and |
|---|
| exactly what activities will you deliver? Please detail any changes that will be |
| made based on learning and experiences from the initial proposal |
| |
| We are looking for evidence that: you continue to meet one of the priority themes as |
| outlined in the prospectus; what activities you will deliver to achieve the outcomes; |
| any changes that you are making to the delivery of the proposal; the additional |
| impact you can add, identifying learning from the original proposal to deliver an |
| enhanced quality of service. |
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| Will your proposal involve children or vulnerable | Yes | No | |
|---|-----|----|--|
| adults? Please check (*) | | | |

Funding

Please list the individual items or activities that make up your proposal, detail how much each item or activity will cost (total cost) and how much you propose to fund from the grant if successful

What will the funds pay for?

| Description of item | Breakdown of calculations | Item cost |
|---------------------|---------------------------|-----------|
| | | £ |
| | | £ |
| | | £ |
| | | £ |
| | | £ |
| | | £ |
| | | £ |

| | | £ |
|--------------------------------|-----------------------|---|
| Total cost of proposal | £ | |
| Total amount requested from th | is fund: (£5,000 max) | |

Are you familiar with the GMCA Grant Fund Agreement? Upon notification of successful application, GMCA expect to receive a signed Grant Fund Agreement within 7 days.

Tick

Data Protection If you have applied for, or hold a grant with us, then we will use the information you give us to administer and analyse the grants, and for our own research purposes. This includes information you provide as part of your application and as a result of any due diligence checks we undertake during the life of the grant. We may give copies of all or some of this information to individuals and organisations we consult when assessing applications, administering the programme, monitoring grants and evaluating funding processes and impacts. These organisations may include accountants, external evaluators and other organisations or groups involved in delivering the proposal. We may share information with organisations and individuals with a legitimate interest in the applications and grants or specific funding programmes. We have a duty to protect public funds and for that reason we may also share information with government departments, local authorities and organisations providing matched funding or for the prevention and detection of crime. We might use personal information provided by you to support this application in order to conduct appropriate identity checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information. If you provide false or inaccurate information in your application or at any point in the life of any funding, we award you and fraud is identified, we will provide details to fraud prevention agencies, to prevent fraud and money laundering. We might use the data you provide for research purposes. We recognise the need to maintain the confidentiality of vulnerable groups and their details will not be made public in any way, except as required by law. All parties shall comply with the General Data

Protection Regulations and the Data Protection Act 2018 when processing, storing, collecting, holding or sharing personal data in connection with this Grant.

Freedom of Information Act The Freedom of Information Act 2000 gives members of the public the right to request any information that we hold. This includes information received from third parties, such as, although not limited to grant applicants, grant holders, contractors and people making a complaint. If information is requested under the Freedom of Information Act we will release it, subject to exemptions; although we may choose to consult with you first. Your signatures on this form confirm that you understand our obligations under the General Data Protection Regulation and Data Protection Act 2018 and the Freedom of Information Act 2000, and that you accept that as long as our actions conform to the relevant law we will not be liable for any loss or damage that you suffer as a result of us fulfilling our obligations.

| You must tick all the boxes below to confirm that: You have answered | Please |
|---|--------|
| all the relevant questions in this application form. | tick ✓ |
| You (the main contact named above of this application form) are authorised to apply | |
| for a grant from us on behalf of your organisation. | |
| You understand that if you make any misleading statements (whether deliberate or accidental) at any stage during the application process, or knowingly withhold any information, this could make your application invalid and you could be liable to repay any funds to us. | |
| If we make you a conditional offer, within 7 calendar days you will send us any additional information or documentation requested to support your application and any due diligence checks we undertake. You accept that we may withdraw any conditional grant offer if you do not. | |
| You understand and accept our obligations under the Data Protection and Freedom of Information Acts. | |

Important - Please attach alongside your application

- ✓ GMCA New Supplier Set Up Form and Company Letter Head
- ✓ Safeguarding Policy

✓ Please ensure that you are familiar with the GMCA Grant Fund Agreement

Please submit this document to lucy.phelan@greatermanchester-ca.gov.uk



Greater Manchester Victims Capacity and Capability Fund 2024

Scoring Matrix

| Criteria | % Marks | Rationale |
|--|----------------|--|
| QUALIFICATION / EXPERIENCE | | |
| GM VCSE organisation delivering Victim and/ or Witness support services, activities or related projects / initiatives Key role in organisation is to support victims and/ or witnesses to cope and recover. | PASS / FAIL | The Panel will carry out the final capability assessment of the proposals to assess if the organisation(s) submitting are suitable in terms of experience and capability. |
| FINANCIAL | 30% | (Price, Value & Resources) |
| Price / Value for Money | 10% | Do the proposal costs that would be charged to the grant appear economical and do the expected outcomes of the proposal represent good value in terms of the amount of funding sought? |
| Additional social value | 10% | What additional social value is there above and beyond delivery against the objectives within the prospectus? (See GMCA's the Social Value Policy) |
| Adequately resourced | 10% | Is the proposal likely to be adequately resourced to deliver its outcomes, i.e. in terms of finance, people, skills, support, infrastructure, etc? |
| Scope of Project/Intervention | 70% | |
| Supporting victims and witnesses to cope and recover | 40% | As per the requirements set out in the prospectus |

| Meets one of the 7 themes and demonstrates how it will effectively deliver stated outcomes | 30% | As per the requirements set out in the prospectus |
|--|-----|---|
|--|-----|---|

DATE 2024

GREATER MANCHESTER COMBINED AUTHORITY



GRANT AGREEMENT

Relating to Greater Manchester Victim's Capacity and Capability Fund – Element 1 Small Grants

Between

- (1) **Greater Manchester Combined Authority** whose office is at 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU ("the **GMCA**")
- (2) ["the **Recipient**")

WHEREAS

- (A) The Police (Property) Act 1897, as amended by the Police (Property) Act 1997 allows regulations to be made in relation to the disposal of property that has come into police possession, the proceeds of which are paid to the local policing body.
- (B) The Greater Manchester Victim's Capacity and Capability Fund (the "Fund"), Element 1 Small Grants is intended to assist organisations who provide support and services to victims in Greater Manchester. The objective of this fund is to support organisations to cover expenses related to priority funding themes which are: victim access to volunteering to support cope and recovery, increase volunteering capacity within the organisation, impact on the cost of living, supporting communities of identity- supporting access to services, improving the understanding of cultural and community needs and tackling racial disparity, supporting lived experience development, enabling sector collaboration and tackling inequality – improving access and awareness.
- (C) The GMCA has received proceeds from the Fund and has agreed to make available to the Recipient the Grant to carry out the Purpose. This Grant Agreement sets out the terms and conditions on which the Grant is made by the GMCA to the Recipient.

IT IS AGREED AS FOLLOWS:

1. Introduction and definitions

- 1.1 This Grant Agreement (the "Grant Agreement") consists of these terms and conditions and the Schedules hereto
- 1.2 In this Grant Agreement:
 - "Data Protection Legislation" means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018, to the extent that it relates to processing of personal data

and privacy; (iii) all applicable Law about the processing of personal data and privacy.

"EIR" means the Environmental Information Regulations 2004

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Grant" means the grant payable by the GMCA to the Recipient under the terms of this Grant Agreement, the maximum amount of which (the "Grant Amount") is specified in Schedule 1.

"Grant Period" means the period specified in Schedule 1 or ending on earlier termination of this Grant Agreement.

"Information" has the meaning given under s84 of the FOIA

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, or judgment of a relevant court of law.

"Purpose" means the purpose set out in Schedule 1.

"Request for Information" means a request for Information relating to this Grant Agreement under the FOIA or EIR.

"Subsidy Control Law" means any provision of law or regulation relating to the giving of subsidies out of public resources including without limitation the Subsidy Control Act 2022 and, to the extent applicable the subsidy control provisions embodied in Part Two, Title XI, Chapter 3 of the UK-EU Trade and Co-operation Agreement, the Northern Ireland Protocol and any other directly effective subsidy control provisions contained in trade agreements between the UK and other states and including any related secondary legislation and (to the extent legally binding) any applicable judgment, court order, statute, statutory instrument, regulation or decision.

"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 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 of 2018.

"VAT" means value added tax.

- 1.3 References to any statute or sub-ordinate legislation in this Grant Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.
- 1.4 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. Grant Offer and Capacity

- 2.1 Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the GMCA shall pay the Grant to the Recipient as a contribution towards eligible expenditure for the Purpose.
- 2.2 The Recipient acknowledges that the GMCA agrees to fund it only for the Grant Amount and for the Purpose specified in this Grant Agreement.
- 2.3 The Recipient warrants and represents as follows:
 - (i) the execution of and the observance of the Recipient's obligations under this Grant Agreement does not and will not contravene any of the provisions of its constitution, and
 - (ii) on the date of this Grant Agreement it has taken all necessary action and has the power and authority to execute, deliver and perform its obligations under this Grant Agreement and the transactions contemplated by it and that all such authorisations are in full force and effect, and
 - (iii) no litigation, arbitration or administrative proceedings are taking place, pending or, to the Recipient's knowledge, threatened against it, any of its directors or assets which, if adversely determined, might reasonably be expected to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Grant Agreement.
 - (iv) ensure that its use of the Grant complies with Subsidy Control Law (including, where relevant, obtaining and retaining all declarations and information as may be required to enable the GMCA to demonstrate compliance with the Subsidy Control Law).

3. Purpose and extent of the Grant

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

4. Amount of the Grant and VAT

- 4.1 The GMCA has agreed funding of up to the Grant Amount, subject to compliance by the Recipient with the terms of this Grant Agreement.
- 4.2 The payment of Grant is believed to be outside the scope of VAT but if any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the GMCA shall not be obliged to pay any additional amount by way of VAT.

5. Payment of the Grant

- 5.1 Subject to the Recipient having complied with the provisions of this Grant Agreement and subject to clauses 5.2 and 5.3, the Authority shall pay the Grant to the Recipient in full as set out in Schedule 2 upon receipt of a payment request alongside any such documentation as the Authority may reasonably require to verify the costs incurred by the Recipient.
- 5.2 In order for any payment to be released, the Recipient is required to:
 - 5.2.1 have signed and returned a copy of this Grant Agreement to the GMCA, and
 - 5.2.2 have provided the appropriate bank details, and
 - 5.2.3 be in compliance with the terms and conditions of this Grant Agreement.
- 5.3 The GMCA reserves the right to withhold all or any payments of the Grant if the GMCA has reasonably requested information/documentation from the Recipient and this has not been received by the GMCA in the timescales reasonably required.

6 Eligible expenditure

6.1 Eligible expenditure consists of payments by the Recipient for the Purpose.

7 Managing the Grant

- 7.1 Each party must notify the other of:
 - (a) the nominated person who will act as the party's authorised representative; and
 - (b) the contact details of the authorised representative and any deputies.
- 7.2 The Recipient shall submit the monitoring information as detailed in Schedule 2.
- 7.3 The GMCA may, in addition, ask the Recipient to clarify information provided to it. If so, the Recipient shall comply with any reasonable request.

- 7.4 The GMCA may, in addition, ask the Recipient to provide it with forecast information for the financial year end. If so, the Recipient shall comply with any reasonable request.
- 7.5 The Recipient must notify the GMCA as soon as reasonably practicable that an underspend is forecast. Any underspend of Grant funds must be returned to the GMCA.
- 7.6 If an overpayment of the Grant has been made, the Recipient shall return such overspend to the GMCA promptly.
- 7.7 The Recipient may not vire funds between this Grant and other grants made to it.
- 7.8 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

8. Records to be kept

- 8.1 The Recipient must:
 - (a) maintain and operate effective monitoring and financial management systems; and
 - (b) keep a record of expenditure funded partly or wholly by the Grant and retain all accounting and other records relating to this for a period of at least six years after the end of the Grant Period. Accounting records include: original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form.
- 8.2 Where the Recipient is working in partnership and its partner(s) wish to retain such documentation, the Recipient should obtain from the partner(s):
 - (a) an annual, written statement, signed by the partner's treasurer, of how the money was spent; and
 - (b) a signed undertaking that the partner will retain such documents for the period prescribed above.
- 8.3 The Recipient, without charge, will permit any officer or officers of the GMCA, National Audit Office or Audit Commission or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which

- the Grant has been used. The GMCA shall endeavour to provide notice of its intent to conduct an audit.
- 8.4 The Recipient shall provide the GMCA with such documentation and information as the GMCA may require in connection with the Purpose and this Grant Agreement.
- 8.5 The Recipient will send the GMCA a copy of its audited accounts within 28 days of production of the same.
- 8.6 The Recipient will maintain appropriate records of compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.

9. Audit and inspection

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

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

- 10.1 Each party must ensure that it and anyone acting on its behalf complies with any applicable Law for the time being in force relating to this Grant Agreement including but not limited to:
 - (a) Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010; and
 - (b) ensuring that the delivery of the Purpose does not put the GMCA in breach of the Subsidy Control Law.
- 10.2. No aspect of the activity funded by the GMCA may be party-political in intention, use, or presentation.
- 10.3 The Grant may not be used to support or promote religious activity.

10.4 The Parties shall comply with the Data Protection Legislation when processing, storing, collecting, holding or sharing personal data in connection with this Grant and the Purpose.

11. Value for Money

- 11.1 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods and services and shall comply with its internal procurement and contracting rules where applicable.
- 11.2. Without prejudice to clause 11.1 the Recipient shall comply with current Subsidy Control Law at all times in relation to the Purpose and the Grant Funding.

12. Breach of Grant Terms

- 12.1 If the Recipient fails to comply with any of the terms set out in this Grant Agreement, or if any of the events referred to in clauses 12.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Grant Agreement, the GMCA may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment.
- 12.2 The events referred to in Clause 12.1 are as follows:
 - a) the Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Agreement without the prior written agreement in advance of the GMCA; or
 - b) Any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the GMCA considers to be material; or
 - c) The Recipient takes inadequate measures to investigate and resolve any reported irregularity; or
 - d) The Recipient changes the nature of its operations to an extent which the GMCA considers to be significant or prejudicial; or
 - e) there is a finding on non-compliance with Subsidy Control Law by a relevant authority.
- 12.3 The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the GMCA's concern or rectify the breach, and may consult the GMCA or agree with it an action plan for resolving the problem. If the GMCA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of Grant, or to recover Grant funds already paid.

12.4 On termination of this Grant Agreement for any reason, the Recipient as soon as reasonably practicable shall return to the GMCA any assets or property or any unused Grant funds (unless the GMCA gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

13. Insurance

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

14. Indemnity

- 14.1 The GMCA accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence.
- 14.2 The Recipient shall indemnify the GMCA against any liabilities, costs, claims, damages or losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement. Except for any liability which cannot be excluded or limited at law, or where the Recipient has been negligent or committed fraud, the Recipient's total aggregate liability howsoever arising out of, or in connection with this Grant Agreement, shall not exceed the total value of the Grant received by the Recipient under this Grant Agreement.

15. Intellectual Property Rights

- 15.1 The Recipient shall grant to the GMCA at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient pursuant to this Grant Agreement for such purposes as the GMCA shall deem appropriate.
- 15.2 Publicity and written material relating to the work funded by the Grant shall acknowledge this either in the body of the copy or with 'Funded by:' written alongside the GMCA.

16. Grant Period and Termination

- 16.1. The GMCA does not commit to renew or continue financial support to the Recipient beyond the Grant Period.
- 16.2 The GMCA may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if:
 - a) the Grant or any part of it is being used for any purpose other than the Purpose set out in this Grant Agreement; or

- b) the Recipient has made any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration; or
- c) the Recipient has failed to comply with any of the material obligations of this Grant Agreement and fails to remedy the same within 28 days (or such other period as the GMCA specifies in writing) of being served with a notice pointing out the breach requiring its rectification; or
- d) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient; or
- e) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Recipient; or
- f) the Recipient ceases to carry on business or is or becomes unable to pay its debts with the meaning of Section 123 Insolvency Act 1986; or
- g) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient; or
- h) any competent authority directs the repayment of the Grant.
- 16.3 Where termination of this Grant Agreement is pursuant to clause 16.2 above the GMCA shall cease to be under any obligation to make payments of any Grant and may require the Recipient to repay all or any part of the Grant (with interest if required). The Recipient must repay any amount required to be repaid under this clause within 30 days of receiving the demand for repayment. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.
- 16.4 Nothing in this Grant Agreement shall effect the coming into force or the continuance in force of any provision of this Grant Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Grant Agreement.

17. Entire Agreement and Amendments to the Grant Agreement

17.1 This Grant Agreement sets out the entire agreement between the parties and replaces all previous negotiations, agreements, understandings and representations between the parties, whether oral or in writing.

17.2 Any amendments to this Grant Agreement shall only be valid if they are in writing and signed by an authorised representative of both parties.

18. Freedom of Information

- 18.1 Both parties acknowledge that the other may be subject to the requirements of the FOIA and the EIR and each party shall assist and cooperate with the other party to enable the other party to comply with these Information disclosure requirements.
- 18.2 Each party shall itself and shall procure that its subcontractors (if any) shall:
 - (a) transfer any Request for Information relating to each party to the party it relates to as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
 - (b) provide either party with a copy of all Information relating to a Request for Information in its possession or power in the form that the party requires within five working days (or such other period as the party may specify) of the party requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by a party to enable the party to respond to a request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 18.3 In respect of any FOIA or EIR request, the recipient of the request shall be responsible for determining at its absolute discretion whether Information:
 - is exempt from disclosure in accordance with the provisions of the FOIA or the EIR Regulations or is to be disclosed in response to a request for information;
 - (b) is commercially sensitive information
- 18.4 Each party acknowledges that either party may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIR to disclose Information:
 - (a) without consulting with the other party, or
 - (b) following consultation with the other party and having taken its views into account.
- 18.5 Each party shall ensure that all Information produced in the course of this Grant Agreement is retained for disclosure and shall permit the other to inspect such records as requested from time to time.

18.6 The request recipient undertakes to notify the other party promptly (taking into account the timescales for responding to the same) on receipt of any FOIA or EIR request relating to the other party and to allow the other party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

19. Notices

- 19.1 All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address shown at the head of this Grant Agreement.
- 19.2 Notices delivered hereunder shall be delivered by hand or sent by 1st class recorded or special delivery post and shall be deemed to be delivered:
 - 19.2.1 if delivered by hand, upon receipt;
 - 19.2.2 if sent by first class recorded or special delivery post (providing it is not returned as undelivered to the sender), two (2) working days after posting;

20 Contract (Rights of Third Parties) Act 1999

20.1 No person who is not a party to this Grant Agreement shall have the right to enforce any its terms.

21. Governing Law

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

22 Electronic Completion and Signature

- 22.1 This Grant Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Grant Agreement by electronic transmission, including copies of the executed signature pages via pdf, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Grant Agreement by all Parties.
- 22.2 This Grant Agreement may be signed by any party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such party's intention to be bound by this Grant Agreement as if signed by each party's manuscript signature.

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

Schedule 1 Grant Amount, Purpose and Grant Period

| Grant Amount: [|] | |
|-----------------------------|---------------|---|
| Purpose: The purpose of the | Grant is to [|] |
| Grant Period: From | 1 until [| 1 |

Schedule 2

Grant Payments

Monitoring Requirements

The Recipient can claim the Grant against costs incurred for the Purpose.

Grant Payments

The Authority shall pay the Grant to the Recipient according to the schedule below:

| Date | Payment amount |
|------|----------------|
| | £[] |

Monitoring Requirements

In order to claim the Grant the Recipient should provide copies of the following to the GMCA:

• Invoices and receipts of spending from the grant funding by the end August 2025.

ACCEPTANCE OF GRANT

We accept the offer of Grant contained in this Grant Agreement and agree to comply with the terms and conditions of this Grant Agreement.

THE COMMON SEAL OF THE GREATER MANCHESTER COMBINED AUTHORITY

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

Authorised Signatory

EXECUTED AND DELIVERED as a **DEED**

by [RECIPIENT NAME] acting by two directors

| Authorised signatory: |
|-----------------------|
| Print Name: |
| Authorised signatory: |
| Print Name: |

GREATER MANCHESTER COMBINED AUTHORITY

New Supplier Set Up Form

Office use onl

This form is to be completed by <u>GMCA staff</u> in conjunction with the new supplier

- 1) Please complete this form, including the green boxes at the bottom with your details, then save the form as the new supplier's name.
- 2) Please ask the supplier to provide a document which meets the following criteria:
- On company letterhead paper
- Addressed to GMCA, 146 Bolton Road, Swinton, Manchester, M27 8US
- Including their full bank account details
- An email address for remittances
- Signed with printed name of the signatory underneath

If the supplier does not have a UK bank account, please contact Exchequer Services.

3) Please then send both documents together to procurement@manchesterfire.gov.uk

Please ensure this form is returned via GMCA staff.

Reminder: GMCA operates a 'No PO, No Pay' policy, meaning goods should not be supplied until a PO is received.

| 9 | SUPPLIER INFORMATION |
|-------------------------------------|----------------------|
| Supplier Name: | |
| Supplier Address: | |
| | |
| | |
| | |
| Postcode: | |
| Company Registration Number: | |
| UTR Reference: | |
| (Construction Industry Scheme only) | |
| VAT Number: | |
| Supplier Contact Details: | |
| | |
| | |
| Supplier Main Telephone | |
| Number: | |
| Website Address (if any): | |
| Email Address for receipt of | |
| Purchase Orders: | |
| Payment Terms: | |
| Please select - 0/7/14/30 days | |
| | |

GMCA are keen to understand the extent to which our supply chain contributes to the objectives of the Greater Manchester Strategy as set out in the Greater Manchester Social Value Framework. So we're capturing a little extra information about the organisations we engage with.

Please answer the following questions with Yes or No. (If this form is being used to set up pension or insurance pay-outs please leave this section blank).

| Is the Supplier GM based? | |
|---|--|
| 'Based' means either your head office or the place where the majority of the workforce | |
| delivering your contract with GMCA would consider their main place of work (e.g. a | |
| regional office). Greater Manchester means Postcodes in Greater Manchester | |
| Postcodes in Greater Manchester, England Postcode Information, UK | |
| (townscountiespostcodes.co.uk) | |
| Is the Supplier an SME? | |
| SME means less than 50 employees + turnover less than €50m | |
| Is the Supplier a VCSE? | |
| VCSE means a value driven organisation which principally reinvests surpasses to further | |
| social, environmental or cultural objectives. E.g. Voluntary groups, Community groups, | |
| Social Enterprises, Cooperatives, Charities, Foundations. | |
| | |
| Does the Supplier pay at least the Real Living Wage to 100% of directly employed | |
| staff? | |
| RLW is £9.50/hour for 2021/22, but is updated annually. Current rates and further | |
| information: | |
| Living Wage Foundation For the real cost of living | |
| 8 | |
| Does the Supplier have a plan in place to become carbon neutral by 2050? | |
| To answer yes, the Plan must be signed off by the controlling minds of the organisation | |
| and must include: | |
| Measurement of organisation carbon footprint (at least annual) | |
| Carbon reduction targets (at least annual) | |
| An action plan to achieve targets | |
| Helpful advice and guidance can be found here: | |
| https://www.gov.uk/government/publications/environmental-reporting-guidelines- | |
| including-mandatory-greenhouse-gas-emissions-reporting-quidance | |
| | |
| Is the Supplier a supporter of the Greater Manchester Good Employment | |
| Charter? | |
| Greater Manchester Good Employment Charter (gmgoodemploymentcharter.co.uk) | |
| Full 'Memhers' of the Charter should indicate this in their response | |

To be completed by GMCA Staff ONLY

| Form completed by: | |
|--------------------|--|
| Team and Position: | |
| Date: | |