

Funding Agreement between

Isle of Wight Council of County Hall, Newport, Isle of Wight PO30 1UD ('IWC')

and

XXXX, Company Number XXXX1, a Charity registered with the Charity Commissioners in England with number XXXXX, of XXXXXX, Isle of Wight POXX XXX ('Grantee')

IWC and Grantee together are referred to as the 'Parties'

Background

IWC has the statutory power to fund in whole or part projects of the type set out in Schedule 1 hereto (the 'Projects'). The Grantee has the resources to undertake the Projects.

The Parties Agree:

1) They will:-

- at all times act in good faith and cooperate each with the other to give effect to this agreement and its performance.
- keep confidential all information in whatsoever form regarding the other party as might have regard to its nature and or the circumstances in which it is received be reasonably regarded as confidential.
- respect the Intellectual Property ('IP') rights whether registered or not of the other and shall not except as set out expressly in this agreement assert or attempt to assert any right whatsoever over the other parties IP.
- submit to the exclusive jurisdiction of the Courts of England and Wales in all matters connected with this agreement which is made under the Laws of England.
- not and have not permit any third party to have rights or remedies under this agreement arising solely under the Contracts (Rights of Third Parties) Act 1999.
- permit no variation of this agreement other than in writing signed by their duly authorised representatives and acknowledge that this agreement represents the entire agreement between them and supersedes any and all prior arrangements, understandings whether oral or written which relate to the subject matter of this agreement.

2) The Grantee will:-

- undertake the Projects set out in Schedule 1 in the manner prescribed.
- provide the IWC with all such information and assistance and in a timely fashion as is reasonably required by the IWC to evidence the proper performance of this agreement.
- comply with all applicable legislation and prevailing laws in the performance of the service.

- have at commencement of the Project and shall maintain throughout the term of this agreement such policies of insurance as the IWC may reasonably demand as appropriate for their role in the Project.
- in the performance of this agreement adopt, maintain, develop and apply environmental policies that comply with and advance the policy of IWC known as the Eco Island policy.
- Assist IWC in compliance with its obligations under the Freedom of Information Act 2000 in respect of the Project.

3) The Grantee will not:

- assign or seek to assign in whole or part its rights and or obligations under this agreement nor sub-contract material elements of its obligations without the consent in writing of IWC.
- hold itself out as associated with or authorized to represent IWC except in so far as is expressly set out in this agreement.

4) IWC will:

- provide the funds set out in schedule 1 in accordance with the milestones set out therein.
- acting reasonably delay or suspend in whole or part payment of funds under this agreement if the Grantee has failed to produce satisfactory evidence that the project has, is and will continue to be undertaken in accordance with this agreement.

5) This agreement may be executed in more than one counterpart each of which shall constitute an original but which when taken together shall constitute one instrument.

AS WITNESSED thereof

On Behalf of IWC by its duly authorised representative(s)

Signature(s)

Name(s)

and on behalf of the Grantee by its duly authorised representative(s)

Signature

Name(s)

SCHEDULE ONE

Specification

The Specified Services required of XXX XXX under the terms of this agreement are as follows:-

- 1) Delivery of the XXX initiative, on behalf of the Isle of Wight Council, on behalf of the Island Strategic Partnership (ISP) until at least April 2012;
- 2) Management of the work package, as defined below, to progress the delivery of National Indicator XXX, XXXXXXXX, until April 2011, as part of the Island's Local Area Agreement with central government;

Both of these projects are inter-related; they represent different aspects of the implementation of the ISP's *Eco Island* Sustainable Community Strategy and the IWC contribution to the Isle of Wight Local Area Agreement, owned by the ISP.

- 1) Delivery of "XXXXXX"

The concept of a XXXXXX is of XXXX XXXXXXX XX XXXXX XXXXXX sustainability. It requires a dedicated committee, or steering group, probably attached to the XXXX or XXXXX Council, constantly working to improve its performance and receiving recognition as certain milestones are reached.

A draft set of 20 indicators has been developed, covering a diverse range of issues including:

- Local participation in XXXXX XXXXXXXX
- Improvement of local XXXXXXX
- Reduction in XXXXXXX and XXXXXXX consumption
- Health improvement
- Promotion of fair-trade and local produce
- Reduction in private car use
- Improved signage and interpretation

The objectives of the project are:

- To increase XXXXXXXX sustainability across the island
- To show delivery against Eco Island targets
- To encourage and support grass roots activity

Benefits

This project will:

- Provide detailed data at a local level on XXXXXXXX sustainability
- Support local communities to access funding from local, regional and national grant schemes
- Enhance the capacity of local organisations and encourage greater public participation

- Promote local schemes and services to those in greatest need
- Provide financial benefits to households and businesses through resource efficiency
- Increased skills and knowledge within the island's third sector

Deliverables

At the end of year 3, XX local communities will be actively participating in the Scheme. This initial three year delivery contract may have the option for a two year extension, allowing a total of XX communities to participate out of the total of XX Parishes on the Island.

The Project will also collect detailed data at a local level and show progress against a variety of agreed indicators e.g. XXXX XXXXX, use of public transport, use of local produce etc.

It is envisaged that the local community will achieve bronze, silver and gold standards, with an XXXX XXXX Award' for those reaching the highest levels of activity. Roll out of the XXX XXXX Project will take an initial three year period, commencing at the date of signature of this agreement, as follows:

Year 1 – Pilot Phase with X communities – testing of the relevance and measurability of the indicator set and the support required from other agencies to achieve local change. The outcome of the Pilot Phase will be an agreed set of indicators and level of achievement required for accreditation at the gold, silver and bronze levels. A XXXX XXXX manual will be produced.

Year 2 – Formal launch event and roll out to a further X communities – new communities entering the scheme will be supported in the early stages, whilst the Pilot Phase communities will be supported to access external funding to develop their activities.

Year 3 – Roll out to a further X communities, with some ongoing support for communities entering in previous phases.

Successful delivery of these targets for Years 1-3 may result in a further two years extension to this Agreement, to broaden the coverage of the scheme to XX parishes and town councils.

Funding: This Service will be funded at £XX,XXX per annum by the Council, until at least April 2012. It is anticipated that this should permit the employment, by the Contractor, of a dedicated 0.X Full Time Equivalent (FTE) post who will be expected to dedicate, during the first year, XX days to each of the pilot communities and up to XX days to develop the scheme and produce the manual. It is anticipated that this dedicated time would be allocated as shown below:

Year 1:

XX days to each pilot community X x XX = XX

XX days for Scheme co-ordination and development

Year 2:

XX days to each new community X x XX = XX

X days ongoing support to each Yr 1 entrant X x X = XX

XX days for Scheme co-ordination and development

Year 3:

XX days to each new community X x XX = XX

X days ongoing support to each Yr 2 entrant X x XX = XX

X days ongoing support to each Yr 1 entrant X x XX = XX

XX days for Scheme co-ordination and development

2) Delivery of NI 188

The Island's Local Area Agreement includes NIXXX – XXXXXXXXXXXX. NIXXX is a 'process based' indicator, whereas most National Indicators are 'outcome based'. NIXXX both recognises that the Island's understanding of the XXXXXX agenda is not yet sufficient to specify outcomes, but also that XXXX impacts are local and it is impossible to have a generic outcome indicator at the moment which is applicable to all areas.

Without the evidence to determine outcome based targets, the best indicator available in adaptation is a measure of progress. NIXXX therefore defines 'Levels' of progress of a local area to:

- Assess the risks and opportunities comprehensively across the area;
- Take action in any identified priority areas
- Develop an XXXXXXXX strategy and action plan setting out the risk assessment, where the priority areas are – where necessary in consultation and exhibiting leadership of local partners – what action is being taken to address these, and how risks will be continually assessed and monitored in the future; and
- Implement, assess and monitor the actions on an ongoing basis.

Details of each level of achievement are available from the Council.

Delivery of NIXXX is the responsibility of the Isle of Wight Council. The Island's baseline position was assessed in February 2008 as XXXX. The agreed targets in the LAA2 are:

- To complete Level 1 by March 2009
- To complete Level 2 by March 2010
- To complete Level 3 by March 2011

The objective of the project is to achieve progress against NI188 to deliver the targets agreed in the new Local Area Agreement

Benefits

This project will realise:

- A much greater understanding of XXXXX across statutory services, the business sector and the wider community
- An understanding of the priority actions required to adapt to XXXXXXX
- The implementation of minor 'quick win' adaptations
- The development of a comprehensive XXXXX database for the Island
- The development of skills in XXXXX within key Island organisations

This Specified Service shall comprise the following particular tasks:
It is essential that delivery of the project should begin at the start of the financial year in order to ensure compliance with the LAA targets for 2009/10 and 2010/11. It should be noted that the delivery years are fixed, so Yr1 (2009/10) will be a condensed delivery year, but the funding will not be pro rata and will therefore be in full.

Based on the LRAP guidelines, the tasks for the two financial years are as follows:

2009/10 Tasks:

1. Preparation of XXXXXXXXXXXX report, including LCLIP
2. Audit of IW Council risk registers
3. Prepare log of XXXX XXXX and impacts on service delivery
4. Develop XXXXXXXX databases
5. Workshop for IWC senior managers and risk officers
6. Identify risks to IWC service delivery
7. Identify IWC priority actions to tackle significant vulnerabilities
8. Share initial findings with partner organisations
9. Workshop for key partners to raise awareness of XXXXX XXX
10. Workshop for Island businesses, including agricultural sector, to raise awareness of XXX XXXX
11. Ensure risks are identified in IWC service plans
12. Identify training requirements
13. Identify quick win adaptation options
14. Implement quick win adaptations
15. Identify XXXXXXXX options for Island's south west coast

2010/11 Tasks:

1. Maintain log of XXXX XXXXX events and impacts on service delivery
2. Maintain XXXXXXXX databases
3. Workshop for community organisations to raise awareness of XXXXX
4. Support ISP partners to develop XXXXXXXX impact assessments
5. Continue implementation of quick win adaptations
6. Monitor effectiveness of early adaptation measures
7. Prepare comprehensive XXXXXXXX Action Plan

Total funding of £XX,XXX is available for the period Mar 09 – Mar 11 through the Area Based Grant. £X,XXX0 will be paid to the Co-ordinating body in each of the financial years 2009/10 and 2010/11 for overall delivery of NIXXX. The remaining sum will be allocated, by agreement, to specialist consultants for

the preparation of reports and studies; for membership fees; for adaptation measures; and for publications and events.

SCHEDULE TWO: Grantee's Offer

XXX XXXXX accepts the project outlines and performance criteria set out in Schedule 1 and confirms that it wishes to supply these services to the Council, for a fee as set out in Schedule 1.

Performance criteria

Specific performance milestones for the Trust, for Q1 of both projects, will be:-

XXXX XXXXX:

- XXX pilot communities to have been identified (with their consent)
- Agreements in place with pilot communities on scheme delivery
- Identification of mandatory and voluntary indicator sets
- Communications plan complete and in place
- Detailed project plan complete and in place for first year of project
- Initial publicity developed and in place across the four pilot communities
- Data collection begun for chosen indicator sets (project plan to include detail on clear data capture and storage systems) – reporting methods to be agreed with IWC.

NI188

- Completion of detailed project plan for first year
- Communications plan complete and implementation clearly underway
- Consultant appointed to prepare XXX XXXX Impacts Profile (YYYY)
- Consultant appointed, to develop XXXXXX database
- Audit undertaken of IW Council risk registers, with reference to XXX XXX
- Participation in workshop(s) for Economic and Environment Partnership Board of the Island Strategic Partnership and theme groups as appropriate.

The Trust suggests that performance and delivery milestones for future quarters be decided by mutual agreement, at least six months before the start of the next year of both projects.

Funding

Due to the condensed delivery year for Yr1 of the NI XXX delivery element of the Schedule, the Trust seeks to suggest a flexible payments system. This would provide cashflow to secure the work packages set out above. The payment milestones are set out here: -

1 July 2009	Invoice raised for Q1 Yr1 XXX XXX + Qs1 & 2 Yr 1 NI XXX
1 Oct 2009	Invoice raised for ½ of Q2 Yr 1 XXX XXX + ½ of Q3 NI XXX
31 Dec 2009	Invoice raised for second half of above, 1 October invoice
31 Mar 2010	Invoice raised for Q3 XXX XXX + Q4 NI XXX
30 June 2010	Invoice raised for Q4 XXX XXX and Q1 of Yr2 NI XXX

There will be quarterly invoicing in arrears thereafter, to the end of the XXX XXX contract (three years from the date of signing the agreement) and to end March 2011 for the NI XXX element of the Local Area Agreement.