

## **Funding Agreement between**

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

and

XXXXXXXXXXXXXXXXXX, a Charity registered with the Charity Commissioners in England with number XXXXXX, Company Registration Number: XXXXX, of XXXXXXXXXXX, Newport, 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 allow 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. Each party will hold identical forms of the document, each bearing signatures on behalf of both parties.

2) The Grantee will:-

- undertake the Projects set out in Schedule 1, to achieve the outcomes and outputs as set out in Schedule 1 and as agreed in Schedule 2.
- 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, as part of the Island Strategic Partnership, known as the Eco Island Strategy.
- 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, as agreed in the accompanying Schedules, that the project has, is and will continue to be undertaken in accordance with this agreement. "Acting reasonably" is taken to mean action taken after an appropriate mediation process, which will aim to solve any disputes.

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 ISP seeks to establish a new approach to community involvement. This will apply to all the member agencies within the ISP. The new approach will bring to the ISP these benefits (“outcomes”):-

- Improved citizen engagement in public life (particularly consultation between public services and Island residents).
- Greater citizen involvement in their locality
- More people influencing their local services
- Better understanding of what would need to happen, for residents to get more involved locally
- Better understanding of the implications of engaging with diverse groups
- Better understanding of the impact of ISP decisions and project working
- Improved commissioning of local services, particularly involving 3rd Sector
- Improved capacity in 3rd Sector to represent local community interests

In pursuing these outcomes, the ISP will require its new approach to comprise a series of component parts (“outputs”). These are:

- Some form of citizen’s panel or forum – this is a statutory requirement for the Council and the Island NHS, although the latter already has provision in place. Legislation requires that previously-underrepresented groups are given priority through this process.
- Some form of impact assessment for its decisions and projects, particularly in relation to equalities and diversity – again, this is a statutory obligation for the public services on the ISP
- Some form of assessment of how public services have been engaging with a wide cross-section of Island communities and interest groups. This should ensure that the approach is as representative as possible of the Island’s population and interests.
- Implementation of the Island’s Voluntary Sector Strategy and Compact, and the improved commissioning and funding arrangements held within that documentation.
- Some form of community development work, to identify, link and nurture community networks. It is envisaged that these networks will be the source of representatives, whose views will be sought to achieve the benefits set out above (*it is not obligatory that this is delivered in the first tranche of outputs to be delivered*)
- Some form of programme management, to tie together the different elements, to make sure that accountabilities are clear and the project is owned and momentum maintained.

The Council, on behalf of the ISP, is commissioning the process, through which the outputs can be delivered. A response is invited, which sets out how the Grantee will deliver the requirements shown above, through the effective programme management of the Joint Community Engagement Framework. This response should show costings and any elements of work which will be sub-contracted (including evidence of additional external funding to make this possible).

## SCHEDULE TWO: Grantee's Offer

**Overall project supported by a combination of RIEP (£10,000 represented in this funding agreement), REP (a further £14,900) and core XXX and IWC monies as below:**

Activity Description	Milestones	Outputs	Outcomes
<p>Research and review the customer services approaches, consultation mechanisms, community development and empowerment initiatives of ISP partners.</p> <p>This to include residents' survey questions from IWC, Island NHS and Police (approx 1000 IOW residents' views)</p> <p>[REP Funding, to fund sub-contracted element of programme]</p> <p><b>Research support work: £XXX per day x XX days = £X,XXX</b></p> <p><b>[RIEP Funding – this funding agreement refers]</b></p>	<ol style="list-style-type: none"> <li>1. <b>Sep 09</b> Research to begin</li> <li>2. <b>Jan 2010</b> Interviews completed</li> <li>3. <b>Feb 10</b> Focus group meetings completed</li> <li>4. <b>Feb 10</b> Consultation days completed</li> <li>5. <b>Mar 10</b> Review completed</li> </ol>	<ol style="list-style-type: none"> <li>1. Interview 20 x ISP partners and public sector staff</li> <li>2. Hold 20 x Focus group meetings</li> <li>3. 3 x public consultation days held</li> <li>4. Review and recommendations produced</li> <li>5. Review shared with SEREP and IESE (HLOW)</li> </ol>	<ul style="list-style-type: none"> <li>• Better understanding of the implications of engaging with diverse groups</li> <li>• Better understanding of what would need to happen, for residents to get more involved locally</li> <li>• Better understanding of the potential for the ISP to better engage jointly at the local level</li> <li>• Enhanced knowledge and understanding of ISP partners, public sector staff and communities of the successes and weaknesses of past and current practises in consultation &amp; community engagement.</li> </ul>
<p>Develop and launch a Community Engagement Framework including an officer toolkit supported by the delivery of training on Community Engagement</p>	<ol style="list-style-type: none"> <li>1. <b>Dec 09</b> Initiate the development of the Toolkit</li> <li>2. <b>Feb 09</b> Toolkit completed</li> <li>3. <b>Mar 09</b> All</li> </ol>	<ol style="list-style-type: none"> <li>1. Report findings event held.</li> <li>2. Report and supporting documents /toolkit produced</li> <li>3. 3 x training events held</li> </ol>	<ul style="list-style-type: none"> <li>• Staff of LSP partners better equipped to engage with the communities they work for</li> <li>• Empowerment agenda embedded into</li> </ul>

<p>techniques.</p> <p><b>Preparation of Community Engagement Framework and related guidance : £XXX per day x XX days = £X,XXX</b></p>	<p>training events completed</p>	<p>4. 30 x people trained</p>	<p>the culture of public service providers on the Island</p> <ul style="list-style-type: none"> <li>• Greater citizen involvement in their locality</li> <li>• More people influencing their local services</li> <li>• Improved commissioning of local services, particularly involving 3<sup>rd</sup> Sector</li> </ul>
<p>On-going campaign to raise profile of community engagement and empowerment initiatives</p> <p><b>Development work undertaken to deliver a new Island wide consultation mechanism/forum to refresh or replace the XXX Panel</b></p> <p><b>Development work for new consultation forum/panel/similar: £XXX x X days = £X,XXX</b></p>	<p><b>On-going from April 09</b></p>	<p>1. Mainstreaming of new and more partnership based approaches to engaging residents – detail depends on findings of review</p>	<ul style="list-style-type: none"> <li>• Empowerment agenda more embedded into the culture of public service providers on the Island</li> <li>• Greater resident participation levels achieved in public sector initiatives across the ‘ladder of engagement’</li> <li>• Improved consultation with citizens</li> <li>• Improved capacity in 3<sup>rd</sup> Sector to represent local community interests</li> </ul>

**RIEP costs to cover XXXX officer time for**

Overall project co-ordination: £XXX per day x X days = £X,XXX

Research support work: £XXX per day x XX days = £X,XXX

Preparation of Community Engagement Framework and related guidance : £XXX per day x XX days = £X,XXX

Development work for new consultation forum/panel/similar: £XXX x X days = £X,XXX

Total £XX,XXX