

LEEDS CITY COUNCIL ENVIRONMENT AND NEIGHBOURHOODS

LEEDS REFUGEE FORUM

2012/2013 FUNDING AGREEMENT

1.0 Date and Duration

1.1 This Funding Agreement is dated **1st August 2012** and will be effective for a period of 9 months ending **31st March 2013**.

2.0 The Parties

2.1 **Leeds City Council, Environment & Neighbourhoods Department** of Merrion House, 110 Merrion Centre, Leeds, LS2 8BB, (referred to as 'the Council' throughout this Agreement).

2.2 Leeds Refugee Forum of One Community Centre Cromwell Street Lincoln Green Leeds LS9 7SG (referred to as 'LRF' throughout this Agreement).

3.0 Responsible Officers and Contact Details

3.1 The Responsible Officers will be the first point of contact for all queries and concerns relating to the performance of this Agreement including any financial matters.

3.2 The Council's Responsible Officer is Neera Tyagi (Programme Manager, Commissioning Team) who can be contacted on 0113 2476384 at 5th Floor West, Merrion House, 110 Merrion Centre, Leeds LS2 8BB.

3.3 The Organisation's Responsible Officer is Rachel Pilling who can be contacted on 0113 2449600. Mobile 07505 681801

3.4 The parties will notify each other of any changes to the contact details above.

4.0 Organisation's General Obligations

4.1 The Organisation will undertake the activities as specified in the agreed in the Delivery Plan (referred to as 'the activities' throughout this Agreement). The Delivery Plan is attached at Schedule A. Any changes to the activities or to the output targets must be discussed and agreed between the Parties to this Agreement.

4.2 The Organisation must ensure it has systems in place for monitoring and evaluating the activities as specified in the Delivery Plan and must provide timely and accurate information in compliance with the Council's reporting requirements outlined in this Agreement.

4.3 The Organisation will take reasonable steps to minimise any risks or liabilities to itself and the Council (financial or otherwise).

4.4 The Organisation must widely publicise the activities across Leeds acknowledging Leeds City Council as a key funder.

4.5 The Organisation must demonstrate a commitment to maximising alternative funding sources.

5.0 Funding

- 5.1 The funding for the duration of this Agreement will be **up to a maximum of £30,000** as approved by the Council on 12th July 2012 and called 'the funds' throughout this Agreement.
- 5.2 The funds will be paid quarterly (or monthly where agreed) up to a maximum annual amount of £30,000 and subject to satisfactory evidence of expenditure being provided by the Organisation.
- 5.3 Expenditure must be incurred in accordance with the budget set within the Delivery Plan at Schedule A. Payments will be made in advance where the need for this has been evidenced and agreed by the Council. The funds will otherwise be paid in arrears on receipt of a grant claim submitted at the end of each quarter.
- 5.4 Expenditure must also be incurred in accordance with the activities and achievement of the outputs and outcomes set out within the Organisation's Delivery Plan at Schedule A.
- 5.5 Variation to the budget or to the performance (outputs and outcomes) target profiles can only be approved if the Council agrees that the variation is reasonable and appropriate. A formal revision to the Delivery Plan will then be made.
- 5.6 The funds are 'restricted' in that the Council may withhold or recover part or all of the funds paid under this Agreement if used for purposes outside the scope of the Delivery Plan at Schedule A.
- 5.7 The Organisation will take adequate measures to safeguard the funds from fraud or theft, including the submission of misleading claims for payment. The Council will be notified immediately if the Organisation has reason to suspect that any serious irregularity or fraud has occurred, or is occurring.
- 5.8 Measures to safeguard the funds will include a sound system of financial controls and checks. Appropriate financial records will be maintained for monitoring and audit purposes.

6.0 Financial and Performance Monitoring

- 6.1 The Organisation will keep reliable and up-to-date accounting records for all expenditure incurred under this Agreement. Detailed output evidence must also be kept for monitoring and audit purposes. All records relating to the performance of the Agreement must be retained for a minimum period of 6 years.
- 6.2 The Organisation must submit a quarterly monitoring form and associated reports in accordance with Schedule B providing details of activities, outputs and outcomes. An explanation of any variations against target and actions to address this must be provided. Dates for the submission of the quarterly monitoring form are as follows:-

Monitoring Period		Deadline for Return of Forms
Quarter 2	1 st July 2012 – 30 th September 2012	12 th October 2012
Quarter 3	1 st October 2012 – 31 st December 2012	11 th January 2013
Quarter 4	1 st January 2013 – 31 st March 2013	12 th April 2013

- 6.3 Failure to achieve target or to comply with timescales for submission of performance information each quarter, including satisfactory evidence of output achievement, may result in the reduction, suspension, or withdrawal of the funds.

- 6.4 The Council will endeavour to undertake quarterly monitoring visits to discuss progress of the activities and verify output achievement with the Organisation. An annual audit will also be undertaken by the Council.
- 6.5 The Organisation must submit its 2011/12 annual audited accounts to the Council by 31st October 2012. If the accounts have not been finalised by this date the Organisation must inform the Council of the delay.
- 6.6 The Council will fully recover any unspent grant that has been paid in advance.

7.0 Equality Monitoring

- 7.1 The Organisation will ensure that equality, diversity, community cohesion and community safety issues are considered in the delivery of the project.
- 7.2 The Organisation will also ensure that systems are in place to undertake equality monitoring and reporting in accordance with the Council's requirements. Please see Leeds City Council's Equality Monitoring Guidance in Schedule C.
- 7.3 The Organisation will be required to report on its findings on a 6 monthly basis, using the monitoring form at Schedule D or other appropriate form, and analyse this data in full annually as part of the quarterly monitoring form.
- 7.4 The Organisation will not discriminate directly or indirectly against staff or project beneficiaries because of their gender, age, ethnic origin, religion, nationality, gender, sexual orientation or any disability they may have.

8.0 Safeguarding of Children and Vulnerable Adults

- 8.1 The Organisation will at all times comply with legislation relating to the protection of children and vulnerable adults. The Organisation will have in place policy and procedures relating to the safeguarding and protection of Children and Vulnerable Adults. A copy of this will be provided to the Council on request. The Organisation shall provide further details of how this policy is being implemented if required to do so by the Council.
- 8.2 The Organisation must also ensure that all partners and any subcontractors involved in the delivery of the project have adequate protection policies in place regarding the safeguarding of Children and Vulnerable Adults.

9.0 Health and Safety

- 9.1 The Organisation will have in place an up-to-date policy and procedures that comply with Health and Safety legislation. A copy of this will be provided to the Council on request.
- 9.2 The Organisation will ensure that risk assessments are undertaken for all activities where required. The Organisation shall provide further details of how this policy is being implemented if required to do so by the Council.

10.0 Redundancy

- 10.1 The Organisation will ensure that it has adequate funding available from within its free reserves to cover statutory redundancy payments for relevant staff members. The Organisation must notify the Council as soon as possible if it does not have adequate funds, regardless of whether redundancy is imminent or not.

11.0 Insurance

11.1 The Organisation will have employer's liability insurance and public liability insurance to an appropriate value. The Organisation will indemnify the Council against all actions, claims, demands, costs and expenses incurred by or made against the Council in respect of loss, damage or personal injury (including death) which arises directly or indirectly from the delivery of the Activities.

12.0 Governance

12.1 The Organisation must at all times comply with legislation relating to the Equality Act 2010, Health & Safety, Safeguarding of Children and Vulnerable Adults, Human Rights, data protection, freedom of information and all other relevant statutes.

12.2 Organisations must ensure that policies and procedures are in place and monitored to demonstrate compliance. The Council may request information relating to any of the following:

- Recruitment & Selection Policy
- Redundancy Policy
- Health & Safety Policy
- Grievance & Disciplinary Procedures
- Environmental Policy
- Equal Opportunities Policy
- Safeguarding of Children and Vulnerable Adults Policy
- Freedom of Information Procedures
- Data Protection Policy
- Reserves Policy
- Management Committee membership and Terms of Reference
- Minutes of the Management Committee meetings or equivalent

12.3 Both parties must be committed to working within the Compact for Leeds to maximise outcomes and ensure the most effective use of resources.

13.0 Termination

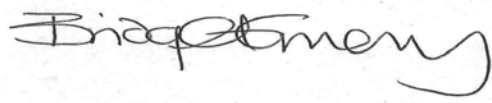
13.1 In the event that the Organisation is in breach of this Agreement, the Council will notify the Organisation accordingly. If the breach is not remedied within a reasonable timescale (to be agreed by both parties), the Council may terminate this Agreement without further notice and recover some or all of the funds as appropriate.

13.2 In the event of fraud or theft, the Council reserves the right to terminate the Agreement with immediate effect and to recover any losses.

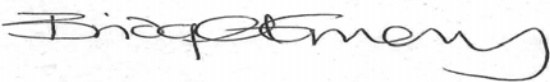
13.3 The Council or the Organisation may terminate this Agreement by serving six months' written notice on the other Party.

14.0 Signatories

14.1 Authorised to sign on behalf of the Organisation:

Signature:	
Name (block capitals):	BRIDGET EMERY
Position:	CHIEF OFFICER STRATEGY & COMMISSIONING
Date:	18/07/12

14.2 Authorised to sign on behalf of the Council:

Signature:	
Name (block capitals):	BRIDGET EMERY
Position:	CHIEF OFFICER STRATEGY & COMMISSIONING
Date:	18/07/12

LIST OF SCHEDULES

Schedule A: Delivery Plan

Schedule B: Quarterly Monitoring Form

Schedule C: Leeds City Council's Equality Monitoring Guidance

Schedule D: Equality Monitoring Form