
**JOINT SERVICE LEVEL AGREEMENT
RELATING TO GRANT FUNDING**

1. PARTIES TO THIS AGREEMENT

This agreement is made between:

- a) **Lancashire County Council**, PO Box 78, County Hall, Preston PR1 8XJ (“County Council”);
- b) **District Council** (“District Council”); and
- c) **The Trustees of the Council for Voluntary Service** (registered charity number) (“CVS”) who have authorised four of their number to act on their behalf namely (“Trustees”).

The CVS and its Trustees will be collectively referred to as the “Service Provider”.

The County Council and the District Council will be collectively referred to as the “Fundors”.

2. DESIGNATED OFFICERS

For the purpose of this agreement, designated officers for the parties are as follows:

- 2.1 the County Council: Vijayanti Chauhan, VCFS Liaison Officer or such other officer as the County Council may nominate in her place;
- 2.2 the District Council: or such other officer as the District Council may nominate in his/her place; and

2.3 the Service Provider: [] or such other officer/person as the Service Provider may nominate in his/her place.

3. OBJECT OF THIS AGREEMENT

To confirm matters relating to grant funding.

4. DURATION

[Subject to budget availability] [T]his agreement shall be for a period of [3 years], beginning on 1st July 200[] and continuing until 30th June 200[], unless the agreement is renewed or terminated earlier, in accordance with the provisions contained in this agreement.

5. FUNDING CONTRIBUTIONS

In consideration of the Service Provider providing the services specified in Schedule 1 to this agreement to the reasonable satisfaction of the Funders, the Funders have agreed to make grant funding available to the Service Provider as follows:

5.1 The County Council:

5.2 The District Council:

6. PAYMENT

6.1 Payments will be made by the Funders twice yearly in July and January.

6.2 The County Council is only responsible for paying the County Council contribution as indicated in clause 5.1 and the District Council is only

responsible for paying the District Council contribution as indicated in clause 5.2.

7. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider must:

- 7.1 provide the services specified in Schedule 1 to this agreement;
- 7.2 develop the activities listed in its business plan [Annex 1];
- 7.3 maintain accurate financial and other records (for at least 6 years) and make available upon request such records for inspection by the Funders and external auditors at all reasonable times;
- 7.4 meet all relevant legal requirements, including but not limited to those relating to employment, health and safety, child protection (including Criminal Record Bureau checks on staff and volunteers working with children) and environmental health matters;
- 7.5 use its best endeavours to offer equality of opportunity in service delivery, employment and all other aspects of its work;
- 7.6 provide the Funders with an up to date statement of its equal opportunities policy;
- 7.7 use its best endeavours to ensure that paid staff are treated in accordance with accepted good employment practice, and in particular that they are paid on recognised pay scales (including provision for employer pension contributions), issued with contracts of employment and that there are grievance and disciplinary procedures in place;

- 7.8 use its best endeavours to ensure that all volunteers and unpaid staff are treated in accordance with accepted good practice and are made aware of and provided with appropriate expenses and allowances;
- 7.9 operate a complaints procedure, details of which should be provided to the Funders;
- 7.10 not incur any financial or other liability that it cannot meet;
- 7.11 not appoint personnel that may have revenue implications for the Funders without first consulting the Funders;
- 7.12 not use the grant funding provided by the Funders for any actions or activities which the Funders are prohibited from undertaking themselves under the Local Government Act 1988;
- 7.13 communicate, co-operate and liaise with other voluntary organisations and bodies in Lancashire;
- 7.14 not do anything which is prejudicial to the interests and reputations of the Funders.

8. MONITORING, EVALUATION AND REVIEW

- 8.1 The Service Provider must:
 - a) monitor, evaluate and review the services it provides;

- b) collect monitoring information in order to address the matters listed in Schedule 2 to this agreement and provide the Funders with evidence of the same on a quarterly basis;
 - c) meet the designated representatives of the Funders on an annual basis to monitor, evaluate and review the progress of the services;
- 8.2 The first annual monitoring, evaluation and review shall be completed within 12 months of signing this agreement. The timing of future annual monitoring, evaluation and review meetings will be arranged so that the results can be fed into the Funders annual budget process.
- 8.3 The annual monitoring, evaluation and review meeting will consider:
- a) the monitoring information specified in Schedule 2 to this agreement;
 - b) development plans for the forthcoming year;
 - c) arrangements for future funding (including any allowance for inflation);
 - d) any proposed amendments to this agreement.
- 8.4 Special review meetings may be called by any party for a specific reason and in exceptional circumstances, subject to giving six weeks notice in writing.

9. DISPUTE RESOLUTION PROCEDURE

9.1 The parties shall attempt in good faith to negotiate an informal settlement of any dispute between them arising out of or in connection with this agreement.

9.2 If the parties are not able to resolve the dispute in informal discussion with each other any party may give notice to the other parties in writing of its intention to invoke the dispute resolution procedure set out in clauses 9.3 to 9.5.

9.3 Within 10 days of receipt of the said notice or any other period agreed between the parties the [job title of officer] of the County Council, the [job title of officer] of the District Council and the [job title of officer] of the Service Provider shall meet together to attempt to resolve the said dispute.

9.4 In the event that the individuals referred to in clause 9.3 above fail to resolve the said dispute the [job title of officer] of the Council and the [job title of officer] of the District Council and the [job title of officer] of the Service Provider shall meet within 10 days of the meeting referred to in clause 9.2 (or such other period agreed between the parties) in a further attempt to resolve the dispute.

9.5 In the event that the individuals referred to in clause 9.4 above fail to resolve the dispute then the County Council and/or the District Council may terminate this agreement.

10. TERMINATION

10.1 Any party may terminate this agreement by not less than 12 months prior written notice.

- 10.2 The County Council and/or the District Council may terminate this Agreement with immediate effect if the Service Provider commits a material breach of any of the terms of this agreement which is incapable of remedy or which, being capable of remedy, is not remedied within 21 days after receipt of notice from the County Council and/or the District Council specifying the nature of the breach. Such termination shall not affect any rights which the party so terminating the agreement may have against the Service Provider in consequence of the breach.
- 10.3 Without prejudice to clause 10.2 above, the County Council and/or the District Council may issue a written notice to the Service Provider if the services which are subject to this agreement have not been provided satisfactorily. Such notice shall require the Service Provider to improve the quality of the services delivered under the terms of this agreement, within a specific period. In the event that there is insufficient improvement within that period, the County Council and/or District Council may at its option either seek to renegotiate and amend any term of the agreement (including the amount of any payment to be made to the Service Provider) or terminate the agreement in accordance with clause 10.2 above.
- 10.4 Subject to clause 10.6 if this agreement is terminated in accordance with its terms at any time prior to the expiry date given in clause 4, the Funders shall only be liable under clause 6 to pay the Service Provider any payments due up to the date of termination. In the event that either of the Funders have made payment in advance in respect of a period beyond the date of termination the amount of any such payment shall be repaid by the Service Provider within 28 days of termination.
- 10.5 If the Service Provider ceases to receive financial or other support from organisations on which it is depending for providing the services referred

to in Schedule 1, the Funders will enter into discussion with the Service Provider to explore possible future funding options. In the event a solution to any funding shortfall cannot be found, it may become necessary to terminate this agreement by giving six weeks written notice.

10.6 The Funders may terminate this agreement forthwith and recover from the Service Provider any loss incurred in consequence thereof if the Service Provider does anything improper to influence the Funders into entering an agreement, or the Council may cease to make further payments and/or recover any payment made to the Service Provider if the Funders terminate the agreement under clause 10.2 or 10.3 above.

10.7 In the event of the dissolution of the Service Provider this agreement shall terminate immediately.

11. CONFIDENTIALITY

11.1 The parties shall endeavour to ensure that any information relating to this agreement (such as accounts, records and other detailed monitoring information) is treated as confidential unless the parties agree otherwise.

11.2 The parties may not (unless if required by law or authorised by the party to whom it relates) disclose confidential information to any person not a party to this agreement

11.3 The Service Provider acknowledges that the Funders are committed to making public any grant funding allocations made to voluntary, community and faith organisations.

12. FREEDOM OF INFORMATION ACT

The Service Provider acknowledges that the Funders are subject to the requirements of the Freedom of Information Act 2000 and shall assist and cooperate with the Funders to enable the Funders to comply with information disclosure requirements.

13. PUBLICITY

13.1 The Service Provider must consult the Funders prior to issuing any publicity statement, notice or publication relating to the services that the Funders are helping to fund.

13.2 All publicity statements, notices or publications must acknowledge that the services are funded by the Funders and must display the Funders logos. Authorisation to use the Funders logos implies no right of exclusive use. It does not permit the appropriation of the logos whether by registration or any other means.

13.3 Any publicity statement, notice or publication by the Service Provider, in whatever form and on or whatever medium, must specify that it reflects only the author's views and that the Funders are not liable for any use that may be made of the information contained therein.

13.4 The Service Provider must ensure that no advertisement, signs, press release, notice, publication or other forms of publicity are used where the Funders are mentioned in connection with the services unless they have first been submitted to and approved by the Funders or a previous consent in writing has been given by the Funders.

14. INDEMNITY AND INSURANCE

14.1 The Service Provider shall indemnify and keep indemnified the Funders from and against all direct loss or damage or liability (whether criminal or civil) suffered together with any legal costs incurred by the Funders resulting from a breach of this agreement by the Service Provider.

14.2 The Service Provider must take out and keep in force a comprehensive policy of insurance with reputable insurers to cover all legal and other liabilities including but not limited to public liability, employers liability and professional indemnity with minimum cover levels as follows:

- a) Public Liability - £5,000,000 (five million pounds);
- b) Employers Liability - £5,000,000 (five million pounds);
- c) Professional Indemnity - £1,000,000 (one million pounds).

14.3 The Service Provider must provide a copy of the current insurance policy/policies and evidence of premium payment(s) to the Funders upon request.

15. VARIATION

This agreement may be varied by mutual agreement between the parties. No variation or amendment to this agreement shall be effected unless it is recorded in writing and is signed by all the parties.

16. STATUS OF SERVICE PROVIDER

16.1 For all purposes of this agreement the Service Provider is independent of the Funders. The Service Provider shall have no authority to make any contract or do any act whatsoever as the agent of or for or on behalf of the

Funders. The Service Provider shall not in any circumstances represent itself to any person or organisation as having such authority.

16.2 The County Council, the District Council and the Service Provider are not partners or joint venturers with each other and nothing in this agreement shall be construed so as to make them such partners or joint venturers or impose any liability as such upon them.

17. NOTICES

Any notice or other document to be given under this agreement must be in writing and shall be deemed duly given if left or sent by first class post or express or other fast postal service or registered post or recorded delivery service to the following:

- a) In the case of the County Council to:
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- b) In the case of the District Council to:
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- c) In the case of the Service Provider to:
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18. GOVERNING LAW

The provisions of this agreement shall be governed by and construed in accordance with English Law. In respect of all matters arising under this agreement the parties hereby submit to the jurisdiction of the Courts of England.

AS WITNESS the hands of the parties the day and year first above written.

For and on behalf of **Lancashire County Council**

Signed:

Name:

Position:

For and on behalf of [] **District Council**

Signed:

Name:

Position:

For and on behalf of the Trustees of [] **Council for Voluntary Services**

Signed:

Name:

Signed:

Name:

Signed:

Name:

SCHEDULE 1 SERVICES

- 1) The Service Provider must:
 - a) Provide for an effective, collective and mandated view from all voluntary community and faith organisations;
 - b) Support voluntary organisations through the provision of information, particularly around training, funding opportunities and strategic issues;
 - c) Build capacity of its members or potential member(s) and voluntary organisations;
 - d) Encourage volunteering.

- 2) The services to be provided by the Service Provider shall be made available to all residents, groups, communities and organisations of [Lancashire] on a continuing basis that is compatible with the operating times of the Service Provider and/or outside these operating times as and when deemed required/necessary by the Service Provider.

- 3) The services must be provided in support of the following corporate objectives:

A place where people can:

 - a) Feel Safe;
 - b) Lead Healthy Lives;
 - c) Learn and Develop;
 - d) Work and Prosper;
 - e) Get help if they need it;
 - f) Enjoy a high quality environment;
 - g) Travel easily and safely.

4. The services to be provided must be based on the following principles:
 - a) equality and inclusion;
 - b) sustainability.

SCHEDULE 2 MONITORING

The Service Provider must provide the Funders with evidence of the following:

- What capacity building work has been carried out? (This should include details of: the groups/organisations involved? Number of people/groups/organisations who have benefited? Outcomes?)
- The above information should be categorised as follows:
 - Community Development
 - Confidence building
 - Networking
 - Resource Provision
 - Training
 - Mentoring
 - Volunteering
- What development support for local Voluntary Community and Faith Sector (VCFS) groups has been arranged or provided?
- How the Service Provider has represented the VCFS and in which partnerships?
- What information and publicity has been provided, including funding advice, and to which groups? What the outcomes of providing this advice have been, including how much funding has been secured as a result of any funding advice given?
- Whether management and administration services have been provided to any groups, including which groups
- At the end of the funding year, the Service must also provide a copy of its audited accounts for the year.