

DATED _____ 2023

OXFORDSHIRE COUNTY COUNCIL

- and -

SOUTH OXFORDSHIRE DISTRICT COUNCIL

FUNDING AGREEMENT

relating to

HOMES FOR UKRAINE

Anita Bradley
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS16 Funding Agreement

CONTENTS

CLAUSE

1.	Definitions.....	1
2.	Purpose of Grant.....	3
3.	Payment of Grant.....	43
4.	Use of Grant.....	4
5.	Accounts and records.....	5
6.	Monitoring and reporting.....	65
7.	Acknowledgment and publicity.....	76
8.	Intellectual Property Rights.....	7
9.	Confidentiality.....	87
10.	Freedom of information.....	8
11.	Data protection.....	9
12.	Termination Arrangements/Withholding, suspending and repayment of Grant.....	9
13.	Anti-discrimination.....	11
14.	Human rights.....	11
15.	Limitation of liability.....	11
16.	Warranties.....	1142
17.	Insurance.....	13
18.	Duration.....	13
19.	Termination.....	14
20.	Assignment.....	14
21.	Waiver.....	14
22.	Notices.....	14
23.	Dispute resolution.....	15
24.	No partnership or agency.....	16
25.	Joint and several liability.....	16
26.	Contracts (Rights of Third Parties) Act 1999.....	16
27.	Governing law.....	16
28.	Entire Agreement.....	14

SCHEDULE

SCHEDULE 1 THE PROJECT.....	18
SCHEDULE 2 PAYMENT SCHEDULE.....	19
SCHEDULE 3 MONITORING AND REVIEW.....	20

THIS AGREEMENT is made the day of 2023

PARTIES

- (1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (**Council**)
- (2) **SOUTH OXFORDSHIRE HORSE DISTRICT COUNCIL** of Abbey House, Abbey Close, Abingdon, OX14 3JE (**Recipient**).

BACKGROUND

- (A) The Council has received funding from and is accountable to the Department for Levelling Up, Housing and Communities (“DLUHC”) under the terms of the *Guidance – Grant conditions for scheme funding: Homes for Ukraine* issued by the DLUHC.
- (B) The Council has agreed to pay the Grant to the Recipient in order to assist it in carrying out the Project.
- (C) This Agreement sets out the terms and conditions on which the Grant
- (D) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Business Case: a report prepared by the Recipient’s S151 Officer setting out a detailed cost plan and timescales for the proposed Additional Funding.

Commencement Date: 24 February 2022

Consents: includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration from any governmental or other authority, the local planning authority, landlords, landowners or any other person in relation to carrying out the Project.

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic

Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

DLUHC: means the Department for Levelling Up, Housing and Communities

DLUHC Grant Conditions: means the *Guidance – Grant conditions for scheme funding: Homes for Ukraine* issued by the DLUHC and contained in Schedule 1.

UK GDPR: as defined under section 3(10) (as supplemented by section 205(4) of the DPA 2018) and the Data Protection Act 2018.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum as set out in Schedule 2 to be paid to the Recipient in accordance with this Agreement and any Additional Funding that may be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2025.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or

- (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council.
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council.
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Project: the whole or any part of the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Council for the purposes of this Agreement.

Subsidy Law: any UK public sector subsidy law (including without limitation Section 29 of the EU (Future Relationship) Act 2020 which gives effect to the UK-EU Trade and Cooperation Agreement and the Subsidy Control Act 2022) as may be modified or amended and/or any applicable judgement, court order, statute, statutory instrument, regulation, directive or decision.

Working Day: Monday to Friday inclusive other than bank holidays and any other public holidays.

2. PURPOSE OF GRANT

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.

2.2 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.

- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient acknowledges that payment of the Grant in no way binds the Council to either the grant or release of any further funding to the Recipient.
- 3.5 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project.
- 4.2 The Recipient shall not use the Grant to:
- (a) purchase buildings or land; or
 - (b) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Council may reasonably require. The Recipient shall provide the Council with each report within three months of the last day of the quarter to which it relates.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall participate in quality and other monitoring as described in Schedule 3 and on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.5 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.7 The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo followed by the words "SUPPORTED BY OXFORDSHIRE COUNTY COUNCIL".
- 7.3 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.
- 7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property

Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 The parties acknowledge that they are both subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and in responding to requests received by any third party either party will be entitled to provide information relating to the Funding Agreement, and the parties agree to provide the other with reasonable support resulting from a request under the aforesaid Acts.

11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

12. TERMINATION ARRANGEMENTS/WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion terminate this Agreement with immediate effect by giving written notice to the Recipient or withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within [3 months] of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- (c) the Council reasonably considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- (g) the Recipient provides the Council with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an

order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

- (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
- (m) in the proper opinion of the Council there has been a material or persistent breach of this Agreement on the part of the recipient; or
- (n) repayment or recovery of the Grant is required under Subsidy Law and/or pursuant to a decision of the UK courts;

12.2 Where the Council requires repayment of all or part the Grant under clause 12.1, the recipient shall make the repayment within 14 days of receiving a written request from the Council. Where clause 12.1 (n) applies, any grant required to be repaid shall bear interest as may be required under Subsidy Law.

12.3 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.

12.4 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.5 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

13. ANTI-DISCRIMINATION

- 13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);

- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation (including Subsidy Law) and all applicable codes of practice and other similar codes or recommendations in the delivery of the Project, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it shall promptly apply for, and be responsible for obtaining, all Consents;
- (f) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (g) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (h) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (i) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (j) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement;
- (k) since the date of its last accounts there has been no material change in its financial position or prospects; and
- (l) if any part or the whole of the Project consists of works that the Construction (Design and Management) Regulations 2015 ("CDM Regulations") apply to ("Works"), the Recipient elects to be the only client for the purposes of the CDM Regulations (where applicable) and the Council agrees to such election. The Recipient shall comply with all relevant obligations under the CDM Regulations in respect of any Works (including without limitation those of a client).
- (m) it shall comply with the Public Contracts Regulations 2015 (where applicable) in the procurement of any works, any goods, or any services for which the Grant is to be used.

- (n) without prejudice to clause 16(m), the use of the Grant in the procurement of works, goods and services by the Recipient or any of its contractors shall be based on value for money.
- (o) It shall work together in good faith with the Council to ensure compliance with the DLUHC Grant Conditions; and either
 - (i) the Recipient will comply with the relevant requirements of the DLUHC Grant Conditions where under an obligation to do so; or
 - (ii) the Recipient will not do anything that prevents the Council from complying with its obligations, nor do anything that puts the Council in breach of the DLUHC Grant Conditions.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall supply to the Council annually and at any other time within 7 days of request a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 The terms of this Agreement shall apply during the Grant Period unless terminated earlier in accordance with the terms of this Agreement or extended in accordance with clause 18.2.

18.2 The Council may extend the Grant Period for up to two years on written notice to the Recipient to be given, unless agreed otherwise, no later than 3 months before the end of the original Grant Period.

18.3 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Council may terminate this Agreement and any Grant payments on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

20. ASSIGNMENT

The Recipient may not assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

Failure by the Council at any to exercise any right or remedy under this Agreement shall not be construed as a waiver of any other right or remedy. The Council may waive any right or remedy provided that such waiver is confirmed in writing and signed on behalf of the Council.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

23.1 Where the Recipient is a voluntary sector body subject to the Oxfordshire Compact, the following applies:

- (a) The delivery of the Project under the Funding Agreement shall not cease or be delayed by this dispute resolution procedure.
- (b) If any dispute between the parties cannot be resolved by the parties acting in good faith within a month of the nature of the dispute being communicated by one party to the other, then at the instance of the Recipient or the Council, it may be referred to mediation in accordance with the Oxfordshire Compact Mediation Process.
- (c) If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

23.2 Where the Recipient is not a voluntary sector body subject to the Oxfordshire Compact, the following applies:

- (a) In the event of a dispute arising regarding the Funding Agreement, the Parties (acting by their nominated representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute.
- (b) Where the nominated representatives are not able to settle any such dispute within one month of the date of the dispute, then the Recipient or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- (c) To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this clause 23.2. The initiating party shall send a copy of such request to CEDR.
- (d) If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- (e) If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.
- (f) For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default

or termination procedures nor shall it cease or delay the delivery of the Project.

- (g) Nothing in this clause 23.2 shall prejudice the right of either Party to apply to the court for interim relief to prevent the violation by the other Party of any proprietary interest or any breach of that Party's obligations.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

28. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

29. NOTIFICATION OF ADDITIONAL FUNDING

- 29.1 Any request to the Council for Additional Funding shall be made by the Recipient to the Council, and the Recipient shall provide:
- a) the Recipient S151 Officer's Business Case for the additional funding;
 - b) the information set out in Schedule 1; and
 - c) all assistance any other documentary evidence reasonably required by the Council to evaluate the Business Case.
- 29.2 Approval of the Business Case and the grant of any Additional Funding under this Agreement shall be at the entire option and discretion of the Council and, the Council shall have no liability to the Recipient under this Agreement or otherwise for any additional costs which the Recipient incurs in connection with the Project without having received notification from the Council pursuant to Clause 29.3.
- 29.3 If the Council decides to approve the Business Case it shall issue a notification to the Recipient in the form set out at Schedule 4.
- 29.4 For the avoidance of doubt, the Recipient's use of any Additional Funding shall be governed by the terms of this Agreement.

IN WITNESS of which the parties have executed this Agreement as a

Deed the day and year first above written

**The Common Seal of OXFORDSHIRE COUNTY COUNCIL
was hereunto
affixed in the presence of:**

.....
County Solicitor/Designated Officer

THE COMMON SEAL OF
SOUTH OXFORDSHIRE DISTRICT COUNCIL
is hereunto affixed under the
authentication of

Name:
The Officer Appointed for this purpose

Schedule 1 - The Project

OUTLINE

The County Council has been allocated funding from government to support the Homes for Ukraine scheme and deliver the requirements of *Homes for Ukraine: council guides* as related to Local Authorities. The government requires 'tariff funding' to be used to carry out the required safeguarding and accommodation checks, to commission or provide services that ensure guests and sponsors are provided with advice and support and to fund all other activity required in the delivery of local authority duties with respect to the Homes for Ukraine Scheme. In two-tier areas, upper-tier councils are required to:

- Make payments to lower-tier councils in relation to all the services which they provide to guests under the Homes for Ukraine Scheme and;
- Make an immediate payment to lower-tier councils in relation to pay upfront

Oxfordshire local authority chief executives have agreed an initial funding plan for the first phase of the scheme. This plan relates to Cherwell District Council (CDC), Oxford City Council (City), South Oxfordshire District Council (SODC), Vale of Whitehorse District Council (VOWH) and West Oxfordshire District Council (WODC). Collectively these councils are referred to below as 'all councils'.

Upfront funding includes:

- CDC, City, SODC and VOWH for the provision of Community Liaison Officers (WODC is funded for this element via a VCS commissioned service)
- Admin / Discretionary funding to all councils to cover the administration of the scheme, the provision of support to guests, the costs of homelessness, emergency payments made by districts and discretionary payments to guests and all other costs as related to the scheme, as set out in the report to Chief Executives
- Funding to the City Council specifically to lead 'Rematching' of guests and hosts, on behalf of all councils, as set out in the paper to report to Chief Executives

Additional programme funding has been agreed as follows, as agreed in the relevant report to Oxfordshire Chief Executives:

- Funding to SODC specifically to provide the core team for 'Move On
- Funding to all councils for 'Move On', to support guests access sustainable accommodation

REQUIREMENTS

Recipients are required to:

- Use the funding for the purposes set out in this schedule and in accordance with the government grant conditions, copied below
- Provide the County Council with such information and support as needed to allow it to comply with the grant conditions, as they relate to the functions funded through this agreement
- Identify a named director or head of service level 'Silver Lead' for Homes for Ukraine to act as the primary point of contact and to participate in system governance structures as agreed

HOMES FOR UKRAINE – GRANT CONDITIONS



Grant conditions for
scheme funding_ Ho

ADDITIONAL FUNDING

A significant contingency has been maintained to fund new and ongoing pressures arising from the Homes to Ukraine fund. The Council therefore expects to provide additional funding to the recipient if expenditure exceeds the funding already agreed. This may either be for:

- Additional funding for the purposes already identified above where councils provide evidence that the current funding has been exhausted
- Funding for new activity agreed through the Chief Executives group or as delegated to deliver partnerships

Additional funding will be confirmed and paid using the template letter shown in Schedule 4, on the approval of the County Council's s151 Officer, following receipt of an agreed business case from the Recipient Councils s151 officer.

Schedule 2 Payment Schedule

Funding element	City	CDC	SODC	VOWH	WODC
Community Liaison Officers 12 months	50000	50000	50000	50000	0
Community Liaison Officers extention	30000	30000	30000	30000	0
Rematching resources	158000	0	0	0	0
Admin/Discretionary (initially capped at £500k)	500000	500000	500000	500000	500000
Moving on staffing support	0	0	170000	0	0
Moving on Private Rental Support	633000	544000	977000	693000	655000
Total funding	£1,371,000	£1,124,000	£1,727,000	£1,273,000	£1,155,000

Funding is provided to meet all costs related to the scheme from the start of the scheme on 24 February 2022.

Payments listed above will become due on the sealing of this agreement.

Subsequent payments as required will become due as set out in additional schedules, if issued.

Schedule 3 Monitoring & Review

Recipient councils will be required to provide information to the Council in-line with such requests made from time to time by DLUCH, to the best ability of the recipient.

In addition, recipient councils should provide a statement of expenditure up to the date of sealing this document and a projection of spend for 2023/24, to be updated at the end of each quarter throughout the period of the project. The following format should be used. A template / electronic form will be provided.

COUNCIL NAME:								
Funding element	Agreed funding	Current balance	2023/24 allocated spending				2023/24 outturn	Unallocated funding
			Q1	Q2	Q3	Q4		
Community Liaison Officers 12 months								
Community Liaison Officers extention								
Rematching resources								
Admin/Discretionary (initially capped at £500k)								
Moving on staffing support								
Moving on Private Rental Support								
Total funding								

(Additional reporting lines will be added should additional funding be agreed.)

The first report will be due on the sealing of this agreement. Subsequent reports will be required on the tenth working day after the end of the previous quarter until the project is concluded.

Schedule 4

Form of notification for Additional Funding

[Letter to be issued by Oxfordshire County Council to the Recipient

Dear []

Agreement relating to []

We refer to the above Agreement. Words used in this letter shall have the meanings given to them under the Agreement.

We hereby confirm that the Council has approved the allocation of Additional Funding following receipt and approval of your Business Case.

For the purposes of the Agreement, the amount of Additional Funding to your Organisation is [£], which means the total amount of funding paid to your Organisation to date is [£].

Subject to the provisions set out in the Agreement the Additional Funding shall be paid in the following tranches on or before the following payment dates:

[INSERT]

Yours faithfully

[Name]

For and on behalf of Oxfordshire County Council