

# APPENDIX 3

## (DETAILS) GRANT FUNDING AGREEMENT

[DATE]

TAMESIDE METROPOLITAN BOROUGH COUNCIL (TMBC)

and

SALFORD CITY COUNCIL COMMUNICATIONS TEAM

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GRANT TERMS AND CONDITIONS TO SUPPORT THE DELIVERY OF  
THE GREATER MANCHESTER BUSINESS COMPLIANCE SERVICE

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Funding Programme: Greater Manchester Business Compliance Service

Funding period: Up to 15th June 2024

## 1. INTRODUCTION

- 1.1 Tameside Metropolitan Borough Council (TMBC) on behalf of the ten Greater Manchester (GM) local authorities successfully applied for funding from the Regulator's Pioneer Fund ("RPF") of £503,000 to establish a new business compliance service across Greater Manchester. The funding is subject to the terms of the MOU between TMBC and the Department for Trade and Business ("the RPF MOU") and includes an allocation of £38,000 for communications work for the duration of the project.
- 1.2 This is a grant funding agreement between TMBC and Salford City Council and sets out the terms upon which TMBC agrees to grant part-funding to Salford City Council from the RPF to employ a Senior Comms Officer for two-days per week between 15th June 2023 and 14th December 2023 and a Comms Officer for one-day per week between 15th December 2023 and 14th June 2024 ("the Grant"). During this time and for the number of days per week specified the senior comms / comms officer will act as the central communications and marketing support for the new Business Compliance Service and deliver the communications requirements ("the Project").
- 1.3 Further funding may be paid to Salford City Council Communications Team for additional work carried out as part of communications and marketing services for the Business Compliance Service. Some of the requirements are set out in the Project, and may include funding to cover website build and campaign spend.
- 1.4 This funding agreement will be reviewed in June 2024, with an option to extend, or alter, it for a further nine-months (up to the end of March 2025).

## 2. DEFINITIONS

**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.

**Data Protection Laws:** Means (i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of TMBC 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

- (ii) other contract with TMBC; or
  - (iii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with TMBC;
- (b) entering into this Agreement or any other contract with TMBC where a commission has been paid or has been agreed to be paid by Council X 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 TMBC;
- (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 TMBC; or
- (d) defrauding or attempting to defraud or conspiring to defraud TMBC.

### **3. PURPOSE OF GRANT**

- 3.1 Salford City Council Communications Team 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 TMBC.
- 3.2 Salford City Council Communications Team shall not make any significant change to the Project without TMBC's prior written agreement.

### **4. RESPONSIBILITIES OF TAMESIDE METROPOLITAN BOROUGH COUNCIL**

- 4.1 Subject to TMBC receiving the RPF funding in full under the RPF MOU, TMBC is committed to paying Salford City Council £10,803.40 for the period between 15th June 2023 and 14th December 2023 and £3,713.50 for the period between 15th December 2023 and 14th June 2024 to cover the requirement set out in 1.2. This funding must be used by Salford City Council Communications team to deliver the Project.
- 4.2 In the event that the officer employed by Salford City Council takes a period of parental leave or sick leave between 15th June 2023 and 14th June 2024, Salford City Council will endeavour to find cover for the period so that the Business Compliance Service continues to enjoy communications and marketing support.
- 4.3 TMBC is committed to paying up to an additional £23,483.10 throughout the duration of the project from 15th June 2023 to 31st March 2025 as part of the additional requirements for the communications and marketing part of the project set out in 1.3 and in the Project.

- 4.4 The payment will be made monthly in arrears, subject to the terms of this agreement being formally accepted.
- 4.5 TMBC will require details of the monthly cost of communications and marketing work. A standard financial reporting template (see Annex 1) will be circulated by TMBC for these purposes which must be signed by one of the council's Finance Officers. TMBC will require an invoice to be raised at the end of each month for the total claimable communication and marketing costs.

## **5. RESPONSIBILITIES OF SALFORD CITY COUNCIL COMMUNICATIONS TEAM**

- 5.1 **Salford City Council Communications Team** will use the grant solely for the purposes of providing communications and marketing services for the Greater Manchester Business Compliance Service, subject to agreement with TMBC.
- 5.2 Salford City Council Communications Team will provide a monthly statement of costs incurred for providing communications and marketing services for the Greater Manchester Business Compliance Service during the preceding month, as set out in the standard financial template shown at Annex 1.
- 5.3 **Salford City Council** Communications Team will inform TMBC at the earliest reasonable time if they are unable to provide services within the agreed timescale.
- 5.4 **Salford City Council** Communications Team will respond to any reasonable requests for clarification or further information in respect of submissions described at 4.2.

## **6. ACCOUNTS AND RECORDS**

- 6.1 **Salford City Council** Communications Team shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 6.2 **Salford City Council** Communications Team 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. TMBC shall have the right to review, at TMBC's reasonable request, Salford City Council Communications Team accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 6.3 Salford City Council Communications Team shall on request provide TMBC with such further information, explanations and documents as TMBC may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

## **7. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

7.1 TMBC'S intention is that the Grant will be paid to Salford City Council in full. However, without prejudice to TMBC's other rights and remedies, TMBC may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (i) Salford City Council uses the Grant for purposes other than those for which they have been awarded;
- (ii) the delivery of the Project does not start within [6 months] of the Commencement Date and Salford City Council has failed to provide TMBC with a reasonable explanation for the delay;
- (iii) TMBC considers that Salford City Council has not made satisfactory progress with the delivery of the Project;
- (iv) Salford City Council is, in the reasonable opinion of TMBC, delivering the Project in a negligent manner;
- (v) Salford City Council obtains duplicate funding from a third party for the Project;

## **8. LIMITATION OF LIABILITY**

8.1 TMBC accepts no liability for any consequences, whether direct or indirect, that may come about from Salford City Council running the Project, the use of the Grant or from withdrawal of the Grant. Salford City Council shall indemnify and hold harmless TMBC, 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 Salford City Council in relation to the Project, the non-fulfilment of obligations of Salford City Council under this Agreement or its obligations to third parties.

8.2 Subject to this clause, TMBC's liability under this Agreement is limited to the payment of the Grant.

## **9. WARRANTIES**

9.1 Salford City Council Communications Team undertakes and agrees that:

- (i) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (ii) it has not committed, nor shall it commit, any Prohibited Act;
- (iii) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify TMBC immediately of any significant departure from such legislation, codes or recommendations;
- (iv) 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;

- (v) it is satisfied that the Grant to be made by TMBC pursuant to this Agreement complies with the requirements of the Subsidy Control Act 2022;
- (vi) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (vii) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (viii) all financial and other information concerning Salford City Council which has been disclosed to TMBC is to the best of its knowledge and belief, true and accurate;
- (ix) 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;
- (x) it is not aware of anything in its own affairs, which it has not disclosed to TMBC or any of TMBC's advisers, which might reasonably have influenced the decision of TMBC to make the Grant on the terms contained in this Agreement; and
- (xi) since the date of its last accounts there has been no material change in its financial position or prospects.

## 10. INSURANCE

10.1 Salford City Council Communications Team shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by Salford City Council, arising out of their performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

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

- (i) 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 Service; and
- (ii) employer's 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 Service.
- (iii) professional indemnity 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 Service.

- 10.3 Salford City Council Communications Team shall (on request) supply to TMBC a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **11. DISPUTE RESOLUTION**

- 11.1 In the event of any complaint or dispute (which does not relate to the TMBC's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the TMBC from time to time.
- 11.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the [Senior Responsible Officer] of TMBC and the [Chair OR Chief Executive] of Salford City Council with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the TMBC and the Salford City Council Communications Team.
- 11.3 In the absence of agreement under the above clause, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

## **12. DATA PROTECTION**

- 12.1 The Parties shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply and observe all applicable Data Protection Laws and privacy obligations in force from time to time in the UK; the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority, and any other applicable law or guidance about the processing of personal data and privacy which arises in connection with this Agreement.

## **13. ASSIGNMENT**

- 13.1 Salford City Council may not, without the prior written consent of TMBC, 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.

## Declaration

***I confirm and accept the terms of this agreement:***

Organisation:	
Signed on behalf of organisation:	
Print Name (BLOCK CAPITALS):	
Position:	
Date:	



## **Annex 1 – Standard Financial Reporting Template**

<b>Period of claim: (Month) 202X to (Month) 202X</b>					
<b>Claim No:</b>					
<i>Please itemise the different elements of your claim on individual rows (please see worked example)</i>					
Period	Grant claimed this period	VAT	Activities undertaken and Eligible Expenditure incurred (including consultant cost)	Evidence provided in support	Total Grant claimed this period (including VAT)
	(excluding VAT)				
<b>Totals</b>					

<b>Approved Match Funding (Optional)</b>		
		<b>Project spend (£)</b>
		<b>Period (i.e. 01/01/2023)</b>
<b>Items</b>	<b>Budget (£)</b>	<b>(£)</b>

## **“The Project” – Communications Support for the Business Compliance Service**

### **Background**

GMRCE (Greater Manchester Regulatory Centre of Excellence) is the organisation that provides regulatory advice on environmental health, trading standards, licensing and fire safety regulation across Greater Manchester. Made up of the ten local authorities across the GM region, they provide support to businesses of all sizes and across different sectors.

GMRCE have recently secured £500,000 funding from central government to roll out an 18-month long project across the region. This will focus on offering training, support and advice through their Business Compliance Service to local businesses. This expanded offer of free Business Compliance Service (or other name, as agreed), will be provided by their broader advice service to new and existing businesses across Greater Manchester. This service will be supported by ten dedicated officers from each of the local authorities.

Planning work on this new project would begin from 15th June 2023, with a view that the business-facing aspects would be launched from 1st October 2023. GMRCE existing ‘primary authority offer’, providing long-term, bespoke and chargeable trading standards, environmental health and fire safety advice and support to businesses will still continue.

The funding would then enable this piece of work to run through until the end of March 2025. After that there would be an evaluation and further assessment as to the validity of continuing the project longer term.

### **Requirements**

As this project is a new way of working and offers local businesses a new approach to regulatory support, there is a significant need to raise awareness of GMRCE, this scheme and the services available.

Although operating across the ten local councils within GM, the organisation requires centralised communications and marketing support to help achieve its objectives for this funded piece of work.

Communications support is required to:

- Develop and deliver a communications strategy for the 18-month project
- Produce targeted campaign activity to highlight the support available through this funded scheme
- Identify the need for, and if necessary, implement a rebrand for the organisation
- Raise the profile of the organisation and its services
- Increase engagement through local business community with GMRCE services

- Complete a full communications evaluation of activity to assess the impact of the project following the 18-month long roll out of the scheme

## **Specific Requirements**

Specific communications support needed, includes:

- Communication Strategy – prior to October 2023
- Name and branding change for the Greater Manchester Regulatory Centre of Excellence (GMRCE) – prior to October 2023
- Build a website – prior to October 2023
- Launch event – planned prior to October 2023, soft launch October 2023, launch in April 2024
- Ongoing marketing of Business Compliance Service
- Creation of videos and self-help tools for business to be hosted on new Business Compliance Service
- Getting key compliance messages out via social media and via other comms teams in GM
- Showcasing some of the excellent work GMRCE are already doing with regional and national businesses in improving compliance (as well as generating income for local authorities)
- Generating interest and attendance by businesses at future events
- Generating interest of the work done by regulators internally by senior managers and Councillors
- Assistance with transitioning to a chargeable model of advice and support from January 2025, alongside the free service and launching new regulatory products including a food hygiene scoring advisory visit.
- Full communications evaluation

## **Proposal**

Salford City Council Communications Team to act as the central communications and marketing support for GMRCE and deliver the communications requirements as outlined above.

This would be delivered through a dedicated comms support from within the team and would be in the form of a Senior Communications Officer – namely David Bird. He would work on behalf of GMRCE and deliver this project and all associated communications activity throughout the lifetime of this project.

David would, acting as a Senior Communications Officer, undertake this role and deliver project work on an agreed 2 days a week basis. This would start from 15th June 2023 and run initially for a 6 month period until 14th December 2023.

After that a Communications Officer would pick up the project and deliver the campaign activity that Dave has started. This officer (as yet to be decided who) would then be funded by GMRCE project again for 1 day per week from 15th December 2023 until 14th June 2024. After this point there will be a review of what comms support is needed and how this is delivered.

David and the Communications Officer would continue to be managed by the Communications Manager within the SCC Communications Team and would pick up other existing SCC comms work outside the days working on GMRCE. Both would report regularly to the GMRCE team throughout the duration of the working agreement.

Design support, in the form of rebranding, website and campaign assets design would also be required throughout this project. This element of work would be delivered by either:

- (i) Designers within SCC Communications Team
- (ii) An external design agency or single designer, commissioned by GMRCE and that relationship managed by David.

If delivered by SCC designers, then GMRCE requirements and existing workload would need to be considered. Design work for GMRCE, which would be outside the usual scope of Salford specific design work for the team would need to be costed out and factored into the project brief and agreed.

If delivered by an external designer or agency, then there would be a cost to commissioning this work as well. A brief would need to be created and managed by David and design costs agreed in advance. Please be aware that these costs would likely be higher than using design resource from within the SCC team.

## Costings

To be able to access this communications and marketing support, GMRCE would be required to fund the roll of a Senior Communications Officer and a Communications Officer. The associated costs for this are:

Option		Cost
Agreed option	6-months senior comms 2-days/week (15 <sup>th</sup> June 2023 to 14 <sup>th</sup> December 2023)	£10803.4
	6-months comms officer 1 day/week (15 <sup>th</sup> December to 14 <sup>th</sup> June 2024)	£3,713.50
	<b>Total</b>	<b>£14516.9</b>

Design support tbc.

## **Considerations**

Further budget, on top of staffing costs would also be required to facilitate delivery of communications activity. This includes, but not restricted to, budget requirements to cover:

- Website build (delivered by SCC web developers)
- Campaign spend; social media advertising, print production, ad placement, collateral production

## **Timescales**

Proposal submitted - January 2023

Approval of proposal - March 2023

David to begin new role for agreed 6-month period - 15th June 2023

Comms activity for project to be launched - October 2023

Communication Officer picks up project – 14th December 2023

Decision on 6-month extension – June 2024

End of 22-month project – 31st March 2025