

The project is receiving up to £34 million of funding made up of £17 million European Social Fund and £17 million Youth Employment Initiative, plus match funding of up to £8m from the National Lottery Community Fund and funding from partners

WOLVERHAMPTON VOLUNTARY SECTOR COUNCIL

- and -

NAME OF PARTNER

NOTE

This is a draft sample document which may be subject to change in line with funders requirements

This Service Level Agreement is made on **DATE**

BETWEEN

(1) **WOLVERHAMPTON VOLUNTARY SECTOR COUNCIL** whose address is at 16 Temple Street, Wolverhampton, West Midlands, WV2 4AN (WVSC)

(2) **NAME OF PARTNER** whose address is at ********* (The Partner)

Registered Company No. [] and / or Registered Charity No. []
(complete as appropriate)

Definitions

“The Partner” (detailed above) will refer to the organisation receiving the funding bound by these terms and conditions and include their employees and those acting for them.

“WVSC” (detailed above) will refer to the organisation providing the funding.

“The project” will refer to the project that the BIG Lottery Fund (BLF) and European Social Fund (ESF) Youth Employment Initiative (YEI) Black Country IMPACT have funded WVSC to undertake (also referred to as Talent Match Black Country), as per the final application to the BLF and ESF YEI Black Country IMPACT.

1 In General

- 1.1 The Partner will use the funding exclusively for the project. The Partner will hold any unused part of the funding on trust for WVSC at all times, and will repay any funding (including any unused funding) to WVSC immediately upon demand.
- 1.2 During the period of the funding The Partner will act in a fair and open manner without distinction as to race, religion, age, sexual orientation or disability, and in compliance with relevant legislation.
- 1.3 The Partner will make sure that all current and future members of The Partner’s governing body receive a copy of these terms and conditions while the Service Level Agreement (SLA) remains in force.

- 1.4 The Partner will ensure that at all times while the SLA is in force that they are correctly constituted and regulated and that the receipt of the funding and the delivery of the project are within the scope of their governing documents.
- 1.5 Before WVSC pays The Partner any funding, The Partner will enter into a written Partnership Agreement (Appendix 3) and complete The Project Start Up Form (Appendix 4).
- 1.6 The Partner will adhere to all European Social Fund, Youth Employment Initiative, BIG Lottery and any future funders funding requirements at all times.

2 The Project

- 2.1 The Partner will work within the aims and ethos of the Talent Match Black Country project, summarised in The Partnership Agreement (Appendix 3), and detailed further in the Talent Match Black Country Specification (Appendix 1).
- 2.2 The Partner agrees to the general terms and conditions stated in The Partnership Agreement (Appendix 3) and the specific terms and conditions in the Appendices of the SLA which lays out the outcomes, indicators, activities, timescales and payment details relating to this funding.
- 2.3 The Partner will get WVSC's written agreement before making any change to any aspect of the project.
- 2.4 The Partner agrees to make satisfactory progress against achievement of the project outcomes and the overall Talent Match Black Country Specification (Appendix 1) defined in The Partnership Agreement (Appendix 3).
- 2.5 The Partner will not use the funding to pay for any spending commitments made before the dates specified within this Service Level Agreement.
- 2.6 The Partner will inform WVSC of any offer of funding for this project from anyone else at any time during the project.
- 2.7 The Partner will meet the requirements of the branding guidelines for Talent Match Black Country, the BIG lottery Fund and the European Social Fund Youth Employment Initiative Black Country IMPACT on all and any promotional materials or activities including but not be limited to prospectuses, direct mail advertising, TV and radio advertising, merchandising or any other literature or products.
- 2.8 If The Partner spends less than the whole of the funding on the project, The Partner will return the unspent amount of money to WVSC promptly.
- 2.9 The Partner will ensure that the requirements of the GDPR and Data Protection Act 2018 are met in the management of all personal information. Partners will also adhere to the ESF YEI Black Country IMPACT Data Exchange Agreement.

- 2.10 The Partner will meet all laws regulating their operation, the work carried out, the staff employed, or the goods purchased.
- 2.11 The Partner will have an equal opportunities policy in place at all times.
- 2.12 The Partner will take all reasonable steps to ensure the safety of children, young people, and vulnerable adults that they work with. The Partner will obtain written agreement from the legal carer or guardian before having direct contact with any vulnerable person. The Partner will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people, with the Disclosure and Barring Service (DBS).
- 2.13 The Partner will take all reasonable steps to ensure the Health and Safety of people that they engage, work with, and employ. The partner will have and carry out an appropriate written policy and set of procedures in place at all times to maintain the Health and Safety of all visitors, employees, volunteers, trustees or contractors. The Partner will be responsible for the reporting of injuries and diseases within the scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995 and fatal road traffic accidents.
- 2.14 The Partner must comply with the European Social Fund cross cutting themes guidance for sustainable development and equality.
- 2.15 The Partner will be responsible for receiving feedback, and investigating and resolving promptly and thoroughly in respect of the services provided. The Partner will be responsible for informing WVSC Accountable Body nominated contact of all complaints received including the action taken to resolve. The Partner shall have procedures in place to gather and act upon feedback and complaints from service users and/or their representatives.
- 2.16 If The Partner is a charity, The Partner will register with the Charity Commission if their income goes over their minimum exemption figure (currently £5,000).
- 2.17 The Partner will maintain adequate insurance at all times and if asked, will supply copies of confirmation to WVSC. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets the project has funded.

3 Eligible Spend

- 3.1 The Partner will not incur liabilities before there is an operational need to do so.
- 3.2 The following items cannot be included as eligible spend
- Activities of a religious or political nature
 - Payments reimbursed by other grants or sources of income

- Contributions in kind
- Gifts
- Depreciation, amortisation or impairments of fixed assets
- Interest payments and Legal fees
- Purchase of second hand equipment
- Purchase of land or real estate
- Liabilities incurred before the date of the project start
- Redundancy costs
- Capital costs
- None European Social Fund eligible spend

4 The Partner Organisation

- 4.1 The Partner will inform WVSC in writing of any changes to Lead contact details, signatories, contact details including address or telephone number, bank account details, government document, registered number, organisation name, directors or trustees.
- 4.2 The Partner will obtain written agreement from WVSC before changing the governing document, aims, payments to members or members of the governing body, the sharing of assets (whether the organisation is dissolved or not), or the admission of new members; or transferring assets to, merging or amalgamating with, any other body, including a company set up by The Partner.
- 4.3 The Partner will inform WVSC in writing as soon as possible if any legal claims are made or threatened against The Partner / or which would adversely affect the project during the period of the SLA (including claims made against members of The Partner's governing body of staff concerning the organisation).
- 4.4 The Partner will inform WVSC in writing as soon as possible of any investigation concerning The Partner's organisation, trustees, directors, employees, or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

5 VAT

- 5.1 The Partner understands WVSC's obligation does not extend to paying The Partner any amounts in respect of VAT in addition to the funding agreed and that the funding made to The Partner is inclusive of VAT.

- 5.2 The Partner agrees to repay WVSC immediately any VAT The Partner recovers whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.
- 5.3 The Partner will notify WVSC immediately if any irrecoverable VAT claimed under the SLA becomes recoverable.
- 5.4 The Partner will keep proper and up to date records relating to VAT, and The Partner shall make such records available for WVSC to look at and provide copies when requested.

6 Annual Report and Accounts

- 6.1 The Partner will show this funding and its related expenditure as a restricted fund in their organisations accounts.
- 6.2 The Partner will provide WVSC with a copy of the annual accounts as soon as they have been approved in accordance with their governing document and in any event within ten months of the end of the financial year for each year in which payments are made to The Partner by WVSC.
- 6.3 The Partner's accounts will be externally audited or independently evaluated as appropriate for their organisation.
- 6.4 The Partner will keep proper and up to date accounts and records until at least 31st December 2030, including profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the funding has been used. The Partner will make these financial records available to WVSC to look at and provide copies when requested.

7 Monitoring

- 7.1 The Partner will monitor progress of the project and complete monthly, quarterly and annual reports, as required by WVSC; using the forms provided by WVSC.
- 7.2 The Partner will comply with all monitoring requirements of WVSC, The Big Lottery Fund, European Social Fund or its agents.
- 7.3 The Partner will keep records of all project income and expenditure, including invoices and bank records. The Partner must make available these records for audit by WVSC or its funders.
- 7.4 The Partner will ensure that all records associated with the project are provided to WVSC at the end of the funded project.
- 7.5 The Partner will keep accurate Participant files which must be retained for audit purposes.
- 7.6 WVSC will undertake site sample visits of any monitoring information at any time.

- 7.7 The Partner will complete the final report on the project using the form provided by WVSC. The Partner understands that the SLA is finished only after the completion of this report to WVSC's satisfaction and WVSC have received The Partner's annual accounts for the full period.
- 7.8 The Partner will notify WVSC in writing immediately of anything that significantly delays threatens or makes unlikely the achievement of the projects outcomes.
- 7.9 The Partner will allow the national audit office (NAO), the big Lottery Fund, European Social Fund and WVSC (or authorised agents) access to information appertaining to the project until at least 31st December 2030.

8 Salaries

- 8.1 The Partner will ensure that they have proper employment policies and procedures in place at all times. The Partner will pay attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in the organisation.
- 8.2 If the funding is for the salary of a new post, The Partner will advertise the vacancy externally using appropriate media (including media that could attract disadvantaged groups). The Partner must send a copy of the text of every advertisement within a reasonable time before such advertising, which will be in accordance with all the current best practice and will acknowledge that the Big Lottery Fund and European Social Fund Black Country IMPACT is the funder of the post. This will apply to any re-advertisement. The Partner will keep the job description, a list of publications where the advertisements were placed and a copy of the letter of appointment. The Partner will make these financial records available to WVSC to look at and provide copies when requested.
- 8.3 WVSC will not provide funding for salaries until The Partner has supplied the names of staff to be employed, their salaries, their start dates, and end date.
- 8.4 The Partner must provide WVSC with timely start and leave information for all posts funded through the project.
- 8.5 The Partner is responsible for ensuring all post holders funded through this project are suitably qualified and have the appropriate skills and experience to support participants towards achieving the projects outcomes.
- 8.6 The Partner will maintain financial records including personnel and payroll records for staff funded by WVSC until at least 31st December 2030. The Partner will complete all statutory returns for employees and make all relevant payments to cover their pensions, salary deductions, such as income tax and National Insurance Contributions.

9 Assets and Services

- 9.1 The Partner will keep all assets funded by this SLA in good repair and will make sure they have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be The Partner's responsibility. If the asset is damaged, destroyed, or stolen, The Partner must inform WVSC in writing and must repair or replace it.
- 9.2 During the funding monitoring period The Partner will provide an annual statement that assets are still held and insured by The Partner. The Partner will not sell, give away, or borrow against assets without first receiving WVSC's written consent.
- 9.3 Any assets purchased utilising funding provided by WVSC will remain the property of the project and WVSC reserves the right to take ownership of these assets at any time.
- 9.4 If any part of the grant is used to purchase capital items or services, or a series of services costing more than £10,000 The Partner will put this out to competitive tender. The exception to this will be if the application to deliver project services specifies Partnership arrangements and that these are agreed with WVSC. If there are any other reasons why The Partner cannot tender The Partner will obtain WVSC's written agreement in advance.

The Partner will ensure all purchases are procured in line with the Public Procurement Policies.

10 Payment of Funds

- 10.1 WVSC will not be liable to make payments to the Partner until an invoice and supporting evidence has been received and processed.
- 10.2 WVSC will make payments in accordance with the detailed financial breakdown of the project.
- 10.3 Subject to 10.1 and 10.2 WVSC will pay in accordance with **Appendix 2**.
- 10.4 WVSC will pay the funds by bank transfer (BACS) into a UK based bank account or building society account in The Partner's name, which requires the signatures of at least two authorised people for every withdrawal. The Partner will not use ATM's or debit cards to make funding related cash withdrawals or payments from this account.
- 10.5 WVSC will not be liable for any losses or costs (including, but not only, bank charges) if WVSC does not make payments on the agreed date.
- 10.6 The Partner may not use any payments made through this funding agreement as match funding for ESF direct bid projects.
- 10.7 If WVSC is not satisfied that The Partner has met all the terms of the SLA, or WVSC need extra information or documentation, WVSC may ask for this and may postpone

payment of funds until WVSC feel that terms are met or until WVSC receives the material requested.

11 Length of Service Level Agreement

11.1 These terms and conditions and the SLA remain in force for whichever of these is the longest time:

- For up to 18 months following the payment of the last instalment of funding.
- For as long as any monitoring or recording is required under any relevant regulations.
- As long as any part of the funding remains unspent.
- The expiry of the maximum period required under the SLA for asset monitoring.
- As long as The Partner does not carry out any of the terms and conditions of the SLA or any breach of them continues (this includes any outstanding reporting on expenditure or project delivery).

12 Other Conditions

12.1 The Partner understands that:

12.1.1 WVSC can only guarantee funding as long as funds from the Big Lottery Fund and European Social Fund Youth Employment Initiative Black Country IMPACT are available and WVSC continues to operate.

12.1.2 WVSC will not increase the level of funding if The Partner spends more than the agreed budget.

12.1.3 WVSC may suspend payment of funds if they want to investigate any matters concerning the funds (or any other funds given to The Partner). The Partner understands that WVSC accepts no liability for any consequences, whether direct or indirect, that comes from a suspension even if the investigation finds no cause for concern.

12.1.4 WVSC may withhold or demand repayment of all or part of the funding at WVSC's absolute discretion, in any of the following circumstances if:

- The Partner fails to meet any of these terms and conditions, or the terms and conditions attached to any other funding from WVSC for which an SLA is still in force.
- The Partner or any other person or organisation operating for The Partner gave WVSC any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the SLA.

- Members of The Partner's governing body, volunteers, or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to The Partner's detriment or to the detriment of The Partner's organisation or the project or to the detriment of WVSC's reputation.
- The Partner organisation, members of The Partner governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or other regulatory body.
- The Partner receives duplicate funding from any source for the same or any part of the project.
- The Partner does not take positive steps to ensure equal opportunities in their employment practices and the delivery of and access to services.
- There is a significant change of purpose, ownership, or recipient, either during the project or within a reasonable period after its completion, so that WVSC judge that the funding is unlikely to fulfil the purpose for which it was made.
- At any stage of the application process or during the period of the SLA The Partner does not let WVSC have information that would affect the decision to award, continue or withdraw all or part of the funding.
- The Partner becomes legally ineligible to hold the funds.
- If WVSC has reasonable grounds to believe that it is necessary to protect public money.

12.1.5 WVSC may withhold or demand repayment of all or any of the funding if it is likely that The Partner organisation will have to stop operating, may be dissolved or become insolvent, or it is likely to be put into administration or receivership or liquidation, or The Partner is about to make arrangements with, or guarantee a Trust Deed to The Partner's creditors, or, in Scotland, The Partner's organisations estate is sequestrated.

12.1.6 The Partner acknowledges that the funding comes from public funds and will not use it in a way that constitutes unapprovable state aid. In the event that it is deemed to be unapprovable state aid, then The Partner will repay the entire funding immediately.

12.1.7 WVSC has the right to reproduce any of The Partner's application or subsequent information supplied by The Partner for any purpose as WVSC see fit without any right of claim in respect of copyright.

12.1.8 The Partner may not transfer any part of the funding or this SLA or any rights under it to another organisation or individual, unless The Partner has entered into an agreement, authorised by WVSC, requiring The Partner to work with another organisation in delivering the project.

12.2 WVSC has the right to impose additional terms and conditions on the funding either in the offer or award letter and/or if:

- The Partner is in breach of the SLA
- WVSC withdraws any part of the funding for the project
- WVSC judge's members of Partner organisations governing body, volunteers or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on WVSC's reputation as a distributor of public money or as a Government sponsored body.
- If WVSC has reasonable grounds to believe that it is necessary to protect public money.
- WVSC believes such conditions are necessary or desirable to make sure that the project is delivered as set out in The Partner's application or following any agreed changes.

13 Novation

13.1 WVSC is entitled to novate its rights and obligations under The Partner SLA or any other body that is to substantially perform any of the functions that previously been performed by WVSC, provided that any such novation shall not increase the burden of The Partner's obligations under this agreement.

This agreement is accepted on behalf of **NAME OF PARTNER**, The signatories detailed below are authorised on behalf of **NAME OF PARTNER** to accept the offer of funding on the terms and conditions stated within this agreement and the attached Appendices.

Two directors and a company secretary must sign for organisations incorporated under the Companies Act, The Chair/Vice-Chair and CEO must sign for all other organisations.

Name _____

Position _____

On behalf of **NAME OF PARTNER**

Signature _____ Date _____

Name _____

Position _____

On behalf of **NAME OF PARTNER**

Signature _____ Date _____

Name _____

Position _____

On behalf of **NAME OF PARTNER**

Signature _____ Date _____

Name _____

Position Chief Executive

On behalf of Wolverhampton Voluntary Sector Council

Signature _____ Date _____

Name _____

Position Chair of Board

On behalf of Wolverhampton Voluntary Sector Council

Signature _____ Date _____