

Meeting of:	CABINET
Date of Meeting:	19 SEPTEMBER 2023
Report Title:	RELATIONSHIP BUILDING TOGETHER PROJECT (RBT)
Report Owner / Corporate Director:	CORPORATE DIRECTOR EDUCATION AND FAMILY SUPPORT
Responsible Officer:	CHRISTA BONHAM-GRIFFITHS YOUTH JUSTICE SERVICE MANAGER
Policy Framework and Procedure Rules:	There is no effect on policy framework or procedure rules.
Executive Summary:	<p>On 18 July 2023, Cabinet approved the RBT project and its plan of implementation pending conclusion of the final grant funding service level agreement (SLA) with the Youth Endowment Fund (YEF).</p> <p>On 24 July 2023, the final RBT project and evaluation proposal was approved at the YEF committee. During July's Cabinet it was agreed a subsequent report with the final SLA would be presented to Cabinet on 19 September 2023.</p> <p>The draft final terms of the SLA are set out at Appendix A. The other party to the SLA will be Impetus – the Private Equity Foundation in its capacity as the sole corporate trustee of The Youth Endowment Fund Charitable Trust.</p>

1. Purpose of report

- 1.1 The purpose of the report is to update Cabinet on the Relationship Building Together (RBT) project and to delegate authority to the Corporate Director Education and Family Support to approve the final terms and enter into the funding service level agreement (SLA) on behalf of the Council.

2. Background

- 2.1 The Youth Endowment Fund (YEF) was established in March 2019 by the children's charity Impetus, with a £200m endowment and a ten-year mandate from the Home Office.

2.2 YEF funds the delivery and evaluation of projects and collaborations across England and Wales, to build knowledge about what works to prevent children and young people becoming involved in violence. One of the ways YEF does this is through themed grant rounds. Each round is based on a focus area and aims to help learn more about the impact of specific approaches and interventions. YEF publishes an independent report for every evaluation funded. This tells everyone whether that project was an effective way to reduce violence, and helps understanding in what projects work, for whom and why.

2.3 In September 2022, YEF launched a targeted project, Trauma-informed practice and its impact on youth violence, outlining a particular interest in trauma-informed practice delivered in youth justice, education or children's social care services.

2.4 In October 2022, six teams within the local authority, namely:

- Youth Justice Service (YJS);
- Edge of Care Services (EOC);
- Youth Development Services (YD); and
- three Early Help (EH) locality hubs.

worked in partnership with the All-Wales Forensic Adolescent Consultation Treatment Service (FACTS) within the Children and Adolescent and Mental Health Services (CAMHS) to submit a bid to YEF to establish the RBT project.

2.5 The six teams within the local authority work with approximately 1000 children per year and it is estimated over 75% of those children have experienced significant trauma which has impacted on their ability to develop meaningful relationships and have led to problematic behaviours. There are often significant concerns about their safety and that of others. Many of these children fall below the threshold of CAMHS and other neurodevelopmental services meaning their vulnerabilities do not give them access to services that would enable their recovery from the trauma they have experienced.

2.6 Support for children to recover from the trauma they have experienced is often implemented when the child's situation has escalated into criminality, when they have been exploited or when they have become care-experienced and experienced numerous placements moves. The project will aim to work with children at a much earlier point in their journey, prevent escalation and support them to recover from any trauma they have experienced.

2.7 The RBT project will encompass both staff training on using the Trauma Recovery Model (TRM) and a psychology-led approach that uses case formulation to better understand a child's life journey, their developmental needs, strengths and protective factors and support practitioners and services to consider what the right intervention is at the right time.

2.8 The approach is already being used within YJS with a clinical psychology input through FACTS in CAMHS. A number of complex children are benefiting from enhanced case management and clinical psychologist input to the team around those children. The approach offers a clear and succinct understanding of the child's individual needs and how practitioners can best work with that child to support their recovery from the trauma they have experienced.

2.9 On 2 February 2023, the local authority was notified the bid had been successful and £791,248 (including VAT) has been secured through YEF. From the 59 applications across England and Wales, the RBT project is one of only three successful projects and the only project in Wales to secure the funding. There is particular interest from the Home Office in the project to consider how the evaluation may inform future policy around working with children who have experienced trauma.

2.10 As well as considering the TRM framework and its model, the evaluation will also seek to determine the impact of clinical supervision through a psychology led service on recruitment and retention of staff.

2.11 YEF has provided general terms and conditions for review and approval set out at Appendix A.

3. Current situation/proposal

3.1 Since February 2023, the RBT project has been in a co-design phase working closely with the commissioned evaluation team from the University of Kent. The co-design phase was finalised in June 2023 and a joint project/evaluation proposal was submitted to the YEF Committee for approval. The proposal was approved by the Committee on 24 July 2023.

3.2 Progress for project implementation has commenced. The trauma lead practitioner posts are at recruitment stage. Discussions are taking place with relevant stakeholders to recruit the clinical psychologist and commission additional clinical supervision time.

3.3 Throughout the project implementation stage consideration will continue to be given to the support services and practice frameworks currently being implemented across Children's Social Care. The RBT project aligns itself to the work being undertaken on the Therapeutic Placement Support Team for Children with Complex Needs (TPST). The RBT project will work to prevent children's circumstances from escalating. The framework will provide an opportunity for social care professionals working in prevention services to map and understand how best to support the children and young people. TPST for children with complex needs will provide a support service underpinned by the same trauma recovery model with clinical psychology support and social care staff to respond to those children who are already care experienced.

3.4 Both RBT and TPST are projects which will enhance the support offered to children and their families. The service provision can become part of the safety approach practitioners use in Signs of Safety (SOS).

4. Equality implications (including Socio-economic Duty and Welsh Language)

4.1 The protected characteristics identified within the Equality Act, Socio-economic Duty and the impact on the use of the Welsh Language have been considered in the preparation of this report. As a public body in Wales the Council must consider the impact of strategic decisions, such as the development or the review of policies,

strategies, services and functions. It is considered that there will be no significant or unacceptable equality impacts as a result of this report.

5. Well-being of Future Generations implications and connection to Corporate Well-being Objectives

5.1 The well-being goals and principles prescribed for within the Well-being of Future Generations (Wales) Act 2015 connect directly to the approach to supporting children, young people and their families. The approach is consistent with the five ways of working as defined within the sustainable development principle and more specifically as follows:

Long term	The approach family support services focuses on meeting the needs of a wide range of service beneficiaries including children, young people, adults, and families.
Prevention	The focus of family support services is upon early identification of need and ensuring that there is appropriate provision in place to meet individual needs.
Integration	The approach to family support services addresses the need for a coherent delivery of economic, social, environmental, and cultural outcomes.
Collaboration	A fundamental principal of the approach to family support focuses on improving collaboration and creating a unified system.
Involvement	Ensuring that children, young people, adults, and families are at the heart of the system and that needs are discussed in a person-centred way.

6. Climate Change Implications

6.1 There are no climate change implications resulting from this project. However, we are committed to supporting the implementation of the local authority's 'Bridgend 2030 – Net Zero Carbon Strategy' and Welsh Government's carbon reduction commitments.

7. Safeguarding and Corporate Parent Implications

7.1 The directorate has a robust approach to safeguarding, and this is detailed within the directorate's strategic plan. The Education and Family Support Directorate (EFS) Strategic Plan 2023-2026 is aligned with Bridgend County Borough Council's (BCBC's) Corporate Parenting Strategy.

7.2 The co-design phase has given significant consideration to the ethical considerations of a randomised evaluation and the impact on children and their families for becoming part of the evaluation. Extensive work has been undertaken to ensure children, young people and their families are fully informed of the project prior to providing consent to engage in activities or work.

7.3 The project team have worked in collaboration with speech and language specialists and the clinical psychologist lead who developed the TRM framework to ensure the information is accessible to all and will not run the risk of retraumatising those people involved in the project.

8. Financial Implications

8.1 Funding for the new project outlined in the report has been secured until 31 March 2025.

8.2 The fund secured via YEF for the implementation of this project is £791,248 (including VAT). YEF has confirmed the costing proposals submitted.

8.3 As part of the funding agreement, the council is required to support the project through existing staff members' time. Match funding in kind of £235,652.27 is required to fund the salaries of key project workers, such as the trauma manager, trauma support staff, business and finance support who will be undertaking the work and is outlined below.

Trauma manager x3	50%
Trauma support staff x2	50%
Business support staff x1	20%
Finance support x1	5%

8.4 The co-design phase has been reliant upon local authority investment which is currently the time of the project team. Work has been undertaken to finalise job grading of the new posts and management costs. There is a breakdown of finance at Appendix A (Schedule 1).

9. Recommendations

9.1 Cabinet is asked to:

- note the content of the report;
- delegate authority to the Corporate Director Education and Family Support to approve the final terms of the service level agreement (SLA) in consultation with the Chief Finance Officer and the Chief Officer – Legal and Regulatory Services, HR and Corporate; and
- authorise the Corporate Director Education and Family Support to execute the SLA once in final form on behalf of the Council.

Background documents

Cabinet report dated 18 July 2023



Relationship Building Together Project

**PROJECT GRANT AGREEMENT BETWEEN
THE YOUTH ENDOWMENT FUND
AND
BRIDGEND COUNTY BOROUGH
COUNCIL**

XXX REFERENCE NUMBER

DATE

[]

PARTIES

1. **IMPETUS – THE PRIVATE EQUITY FOUNDATION** a company limited by guarantee (registration number 08460619) incorporated in England and Wales and a registered charity (registration number 1152262) whose registered office is at Golden Cross House, 8 Duncannon Street, London, WC2N 4JF, in its capacity as the sole corporate trustee of **The Youth Endowment Fund Charitable Trust**, a registered charity (registration number 1185413), (“**YEF**”)

(1) **BRIDGEND COUNTY BOROUGH COUNCIL** (“**Grantee**”) whose registered office is at Civic Offices,
Angel Street, Bridgend, CF31 4WB.

(each a “**party**” and together the “**parties**”)

BACKGROUND

- A. The YEF is an independent charity originally funded by an endowment from the Home Office. Its mission is to prevent children and young people becoming involved in violence by finding out what works and building a movement to put this knowledge into practice. YEF aims to make a lasting contribution to the prevention of youth offending in England and Wales by developing a bank of evidence of what works, and promoting the use of evidence-based practice by local authorities, the police and criminal justice system, youth services, schools, and others in the field
- B. YEF aims to achieve this purpose by funding a programme of Projects across England and Wales that are working with children at risk of being drawn into crime and violence. YEF attracts and selects interventions based on best available evidence and information about effective approaches and ensures rigorous and robust evaluation of the Projects.
- C. These Projects are carried out by third parties (“**Grantees**”) who successfully apply to the YEF for funding through a grant application process.
- D. The YEF provides funding which allows each Project or set of Projects to be evaluated by a member of a panel of independent evaluators established by the YEF (the “**Evaluator Panel**”), who are considered as collaborators for the purpose of the Projects. The purpose of each evaluation (“**Evaluation**”) is to build a body of knowledge of effective measures in the prevention of youth offending. As required by the Home Office grant, YEF ensures all Grantees agree for their Projects to be evaluated by an independent third-party evaluator appointed by YEF. The Evaluator and the Grantee then work together to co-design the evaluation of the Project intervention. The results of YEF-commissioned evaluations of Projects will be made publicly available on the YEF Toolkit, which is a free online resource to help policy makers, practitioners and others put proven interventions into practice.
- E. The data gathered through evaluations will be consolidated into a data archive which will allow further research to follow-up on the children that have taken part in projects to identify the impact YEF-supported projects have on reducing offending in the future. The data archived will be pseudonymised and accessible to approved researchers who aim to build public understanding of what works in preventing youth violence.
- F. The Grantee has requested funding from YEF for the purpose of completing the project (the “**Project**”) that is detailed in the project proposal in Schedule 2 of this Agreement (the “**Project Proposal**”).

- G. This Agreement sets out the basis on which the YEF has agreed to provide a grant (the “**Grant Award**”) to the Grantee to fund the Project.

AGREEMENT

1. Interpretation

The definitions and rules of interpretation in this Clause apply in this Agreement.

Additional Funds means any project funding to be committed other than that provided by YEF. This may include, but is not limited to; organisational funds, grants from other funders, in-kind contributions. As set out in Schedule 1

Asset means any physical item, group of items, or financial asset purchased, donated or developed together, which cost more than one thousand pounds (£1,000), excluding VAT, or has a continuous useful life of twelve (12) months or more, and is purchased wholly or partially using this grant.

Data Protection Laws has the meaning given to it in Clause 11.2;

Evaluator, Evaluation and Evaluation Report have the meanings given to them in Clause 5.

Evaluation Design means the design for the evaluation of a Project prepared by the Evaluator.

Grant Award means the sums payable for the Project as set out in the Project Proposal in Schedule 2.

IPR means intellectual property rights including patents, trademarks, service marks, registered designs, design rights, copyrights (including copyright in computer software), inventions, trade secrets, know-how, rights in databases, and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights;

Materials means any materials, reports, works or information created as part of the Project using the Grant including the Results.

Project Team means the people involved in carrying out the Project for the Grantee.

Reports means the reporting obligations set out in Schedule 1;

Results has the meaning given to it in Clause 6;

Subsidy Control Obligations and Legislation This refers to the Subsidy Control Act 2022, when it is enforced. Prior to this, it refers to the UK’s international obligations under the UK-EU trade and co-operation agreement, the World Trade Organisation’s rules of subsidies and the UK’s free trade agreements;

Term has the meaning given to it in Clause 2;

- 1.1. Clause, schedule and paragraph headings do not affect the interpretation of this Agreement. A reference to a Clause or a schedule is a reference to a Clause of, or a schedule to, this Agreement. A reference to a paragraph is to a paragraph of the relevant schedule.
- 1.2. A **person** includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).

- 1.3. A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that, as between the Parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.4. Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words "without imitation" following them.
- 1.5. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. Term

- 2.1. This Agreement will commence on the date of this Agreement and (except where extended by the mutual Agreement of the parties in writing) shall terminate on the later of:
 - 2.1.1. one year following the payment of the last instalment of the Grant; or
 - 2.1.2 the date on which a final grant monitoring report is completed to YEF's satisfaction in accordance with Clause 4.1.6(C); or
 - 2.1.3 the relevant date of termination when terminated in accordance with Clause 9 or Clause 15.3 (the "**Term**").

3. The Grant Award

- 3.1. The Grantee will be awarded a grant in instalments in such amounts and such frequency set out in Schedule 1 of this Agreement to carry out the Project described in the Project Proposal in Schedule 2.
- 3.2. The Grantee acknowledges that the Grant is not considered for any taxable supply for VAT purposes by the Grantee to YEF. The Grantee understands the YEF obligation does not extend to paying the Grantee any amounts in respect of VAT in addition to the Grant and that the Grant made by YEF is deemed to be inclusive of VAT if applicable.
- 3.3. The Grantee agrees to repay YEF immediately any VAT the Grantee recovers whether by set-off, credit or repayment to the extent that any such VAT cost is included in the Grant.
- 3.4. The Grantee will notify YEF immediately if any irrecoverable VAT claimed under the Grant becomes recoverable.
- 3.5. The Grantee will tell YEF immediately of any offer of funding for this Project from anyone else at any time during the Project or if it receives duplicate funding from any other source for the same Project or any part of the Project.

4. Conditions for the use of the Grant

- 4.1. The Grantee agrees that it will:

- 4.1.1. use the Grant solely for the purpose of delivering the Project in accordance with the Project Proposal and the terms and conditions of this Agreement and, unless YEF has given its prior written approval, for no other purpose;
- 4.1.2. not use any of the Grant to satisfy or repay any costs or expenses incurred prior to the date of this Agreement;
- 4.1.3. not use any of the Grant for the maintenance of existing websites other than the addition of information relating to the Project;
- 4.1.4. use any equipment purchased with the Grant for the purpose of the delivery of the Project and in accordance with the purpose of the YEF as summarised in the Background section above and shall not dispose of the same without the consent of YEF. The Home Office may require the YEF to seek approval from it for the disposal of any asset acquired using the Grant and the use of proceeds from the sale of assets;
- 4.1.5. keep complete, proper and up-to-date financial records detailing how the Grant or any part of it has been spent in accordance with the Project Proposal including summary profit and loss accounts and management accounts, personnel and payroll records and invoices;
- 4.1.6. make regular reports to YEF on the dates set out in Schedule 1 in relation to the Project including:
 - (a) providing copies of any serious incident report made to the Charity Commission or any other relevant regulator in accordance with the procedure set out in the [YEF Serious Incident Reporting Policy](#) available on the YEF website.
 - (b) a full progress report every three months to be submitted at the same time as the quarterly request for payment.
 - (c) a final report about the Project and use of the Grant using the form provided by YEF, and in each case Grant monitoring is complete only after the relevant report has been completed to YEF's reasonable satisfaction.
- 4.1.7. provide YEF with any other information that YEF may reasonably request in connection with the Grant or the Project, including:
 - (a) copies of its financial books and records and management accounts.
 - (b) any information required by YEF to comply with any statutory requirements under the Freedom of Information Act 2000 (if applicable) or requests for information from any government department or body.
 - (c) a copy of its annual accounts at the end of each financial year during the Term; and
 - (d) such other information and at such intervals as YEF may reasonably require enabling it to fulfil its reporting obligations to the Home Office.

4.1.8. provide YEF or its representatives all necessary access to its premises, personnel and records (including financial records) on reasonable notice so they can:

- (a) verify the information provided to YEF pursuant to this Clause 4.1;
- (b) assess and audit how the Grant is being used in compliance with this agreement; and
- (c) to understand how delivery of the Project is proceeding.

4.1.9. YEF may undertake financial audits in relation to the Grant and/or the Project to include the following activities:

- (a) review of management accounts and balance sheet;
- (b) review of budgets;
- (c) interview with the relevant organisation managers;
- (d) review of financial controls such as bank reconciliations, number of signatories, payroll controls; and
- (e) review of controls in relation to YEF restricted funds relating to the Grant and/or the Project and the progress achieved.

4.1.10. put in place robust procedures to avoid any conflict of interest arising in the provision of goods and services or the employment of staff required to deliver the Project.

4.1.11. promptly notify YEF in writing if there is:

- (a) any actual or proposed material change that will affect its organisation, finances, activities, the Grant or the Project and its outcomes; or
- (b) if the Grantee knows or reasonably suspects that there has been any financial mismanagement of the Grant.
- (c) An actual or proposed change to the total expected Additional Funds to be committed over the lifetime of the project, of plus or minus 10% or more of the whole, or more than £25,000, whichever is greater

4.1.12. meet with representatives from YEF as requested, and usually at least quarterly, to discuss the Project; and

4.1.13. where consent has been obtained from YEF, impose substantially equivalent terms consistent with the terms and conditions of this Agreement on all sub-grantees and/or subcontractors, as appropriate.

5. Co-operation with the Evaluator

5.1. In this Clause “**Evaluator**” means any person who has entered into an Agreement with YEF to carry out an evaluation of the Project (the “**Evaluation**”) and produce an evaluation report (the “**Evaluation Report**”).

- 5.2. The Grantee shall comply, and shall ensure that any other person working on the Project comply, with [YEF's Grantee-Evaluator Relationship Policy](#) available on the YEF website.
- 5.3. The Grantee shall collaborate in good faith with the Evaluator as necessary to carry out the Evaluation in an efficient and effective manner.
- 5.4. The Grantee shall make all reasonable endeavours to support the Evaluator in making the data collected from the Project available for archiving upon completion of the project in accordance with the [YEF Data Archive Guidance](#) provided on the YEF website.
- 5.5. Where necessary, the YEF will contribute to the co-operation between the Grantee and the Evaluator, in particular, in relation to any discussions between the Evaluator and the Grantee regarding modifications to the Project Proposal or Evaluation Design. Neither the Grantee nor an Evaluator may make changes to a Project Proposal or Evaluation Design without prior written approval from YEF.
- 5.6. If a concern is raised by a Grantee regarding an Evaluation Design that cannot be amicably resolved with the Evaluator, the concern may be escalated to the YEF "Director of Evidence and Understanding" who may choose to escalate it to the "YEF Expert Panel". The Expert Panel provides advice to the YEF to ensure that the work undertaken by YEF and Grantees is informed by world-class expertise on youth offending and evaluation. A decision of the YEF Expert Panel shall be final and binding on the Evaluator and Grantee.
- 5.7. YEF shall use its reasonable endeavours to ensure that the Evaluator only uses the Grantee's intellectual property and confidential information and the Results for the purposes of the Evaluation.

6. Reports and Publications

- 6.1. The Grantee shall comply and shall ensure that any other person working on the Project complies, with the [YEF Publication Policy](#) provided on the YEF website.
- 6.2. The Grantee may publish the data and results arising from the Project (the "Results") in accordance with the YEF Publication Policy.
- 6.3. The Grantee shall acknowledge YEF, the Grant, and the Home Office and where specified by YEF's Publication Policy in all printed and online materials produced in relation to the Project and comply with any reasonable guidelines in relation to publicity material as provided by YEF from time to time.

7. Reporting in accounts

- 7.1. The Grantee will acknowledge the Grant in its annual reports and accounts covering the period of the Project.
- 7.2. The Grantee will show the Grant and related expenditure as a restricted fund under the description "Youth Endowment Fund Grant" in its annual accounts. If the Grantee

has more than one restricted fund, or, as a statutory authority, cannot show restricted funds in its accounts, it will include a note to the accounts identifying each restricted fund separately. If it has more than one grant from YEF, it will record each grant separately in the notes to the accounts. It will identify unspent funds and assets in respect of the Grant separately in its accounting records.

- 7.3. The Grantee will keep the accounts and records required to be maintained in accordance with Clause 4.1.5 for at least seven years after the termination or expiry of this Agreement.

8. Intellectual Property, Materials and Results

- 8.1. YEF shall own all IPR in the Materials created using the Grant Award. YEF is required under the terms of its Grant Agreement with the Home Office to grant the Home Office at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide licence to use and to sub-license the use of any Materials and the IPR created whether partially or wholly funded from the Home Office Grant for such purposes as the Home Office shall deem appropriate.
- 8.2. YEF shall grant a licence to the Evaluator to use the Results for the purposes of the Evaluation. Such licence shall also provide that the Evaluator may make the Results, including any personal data contained therein, available in accordance with the provisions on sharing personal data set out in the [Data Protection Information and Guidance for YEF Evaluations](#) available on the YEF website and in line with GDPR policy.
- 8.3. Subject to Clause 8.4 and to any pre-existing rights owned by third parties:
- 8.3.1. where the members of Project Team are employees of the Grantee, the Grantee hereby assigns to YEF such right, title and interest in and to any Materials and IPR produced using the Grant; and
- 8.3.2. where the members of the Project Team are not employees of the Grantee, the Grantee shall procure that the members of the Project Team assign to the Grantee (so that such rights are assigned to YEF under Clause 8.3.1) or to YEF all right, title and interest in and to any Materials and IPR produced using the Grant, in each case including without limitation the copyright in such Materials throughout the world for the term of the copyright therein and all renewals and or extensions thereof and by way of assignment of future copyright, all right, title and interest in any amendments or modifications to such Materials.
- 8.4. YEF acknowledges that the provisions of this Clause do not affect the moral rights of authors and other members of the Project Team in respect of any Materials produced using the Grant which are the subject of copyright to which they may now or at any time in the future be entitled under or pursuant to Chapter IV of the Copyright, Designs and Patents Act 1988 or otherwise.
- 8.5. YEF acknowledges that the Grantee or any member of the Project Team will retain any intellectual property developed, owned or controlled by them before the period of

the Project or during the period of the Project but outside of the Project arrangements and which the Grantee or any member of the Project Team makes available in the course of the Project.

- 8.6. The YEF hereby grants to the Grantee a royalty-free irrevocable, non-transferable, non-exclusive licence to use any Materials or IPR funded by the Grant for non-commercial activities such as future project design, academic publications, teaching and research (including research involving projects funded by third parties provided that those parties gain or claim no rights to intellectual property rights in such Materials), such licence to include a right of use by the Grantee's students, employees, agents and appointees and members of the Project Team that are not employees.
- 8.7. YEF hereby grants to the Grantee for the Term a non-exclusive royalty free right and licence throughout the United Kingdom to use the YEF name and logo, solely for the purpose of undertaking the Project in accordance with the Project Proposal. This is limited to acknowledging the funding provided by the YEF for the Project and the YEF logo may only appear on recruitment materials, training materials and website information directly related to the Project.
- 8.8. The Grantee hereby grants to YEF for the Term a non-exclusive royalty free right and licence throughout the United Kingdom to use the Grantee's name and logo, in accordance with any applicable brand and publication guidelines, solely for the purposes of demonstrating the use of the Grant by the Grantee.
- 8.9. The right and licences granted in Clauses 8.7 and 8.8 are personal to the parties and neither party shall be entitled to assign, sub-licence, transfer or otherwise deal in any other way in or with such right and licence granted in accordance with Clauses 8.7 and 8.8, without the prior written consent of the other.
- 8.10. The Grantee shall indemnify and keep indemnified YEF against all direct losses it may suffer arising out of or in connection with any claim by a third party that any IPR or Materials provided or produced by the Grantee in connection with the Project (including any Materials, included in the Evaluation Report) infringes the intellectual property rights of such third party.
- 8.11. This Clause 8 shall survive any termination or expiry of this Agreement to the extent permissible by law.

9. Termination

- 9.1. YEF may by notice in writing terminate this Agreement without cause by giving not less than 30 days' notice in writing.
- 9.2. YEF shall have the right, in its absolute discretion on giving notice in writing having immediate effect, to terminate this Agreement and/or withhold or suspend any Grant payment and/or reduce any Grant payment and/or make any Grant payment subject to such conditions as it may specify and/or cancel the Grant insofar as YEF has not yet provided it if:

- 9.2.1. the Home Office terminates, suspends or varies in any material respect the Grant Agreement with YEF;
 - 9.2.2. all or any part of the Grant is not being used in accordance with Clause 4.1.1;
 - 9.2.3. the Grantee fails to co-operate with the Evaluation and the Evaluator.
 - 9.2.4. in the opinion of YEF, the Grantee has failed to complete any part of the Project to a reasonable standard.
 - 9.2.5. the Grantee's organisation changes in a manner that, in the reasonable opinion of YEF, has a material adverse effect on the Project which cannot be satisfactorily remedied.
 - 9.2.6. the Grantee becomes insolvent or is otherwise unable to pay its debts within the meaning of s123 Insolvency Act 1986, goes into compulsory or voluntary liquidation, or has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up or undergoes any similar or equivalent process in any jurisdiction;
 - 9.2.7. there is evidence of financial mismanagement or any other irregularity in relation to the Grant.
 - 9.2.8. the Grantee commits any material breach of this Agreement and fails to remedy such breach within a period of thirty (30) days from the service on it of a notice specifying the breach and requiring it to be remedied; or
 - 9.2.9. the Grantee repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
 - 9.2.10. the Grantee, in the opinion of YEF, has acted fraudulently or in any other way that brings, or is reasonably likely to bring, the reputation of YEF into disrepute.
- 9.3. In the event of the occurrence of any of the matters set out in Clause 9.1 or 9.2, YEF reserves the right to reclaim all or any part of the Grant already paid to the Grantee which, at the date notice to terminate is given, has not been fully applied to the Project in accordance with the terms of this Agreement (such amount to be determined by YEF in its absolute discretion acting reasonably) (the "**Reclaimed Grant**"). If YEF exercises this right, the Grantee shall take whatever steps are required to refund to YEF the Reclaimed Grant within thirty (30) days of the date notice to terminate is given.
- 9.4. The Grantee shall indemnify and keep indemnified YEF against all direct losses YEF may suffer arising out of or in connection with the Grantee's negligence in delivering the Project.

- 9.5. Within thirty (30) days of the end of the Term, the Grantee shall return any unused or uncommitted portion of the Grant to YEF so that it may be used to fund future projects.
- 9.6. For the avoidance of doubt, following expiry or termination of this Agreement for whatever reason, YEF shall not be required to pay to the Grantee any remaining Grant instalments.
- 9.7. Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to at law or under this Agreement and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision of this Agreement, which is expressly or by implication intended to come into or continue in force on or after such termination.
- 9.8. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect, including but not limited to Clauses 8, 10, 10.2, 16, 17 and 25.

10. Limitation of Liability

- 10.1. To the extent permitted by law, YEF accepts no liability for any consequences, whether direct or indirect, that may come about from the Grantee carrying out the Project, the use of the Grant, the reduction, modification, withholding, or cancellation of the Grant or the termination of this Agreement.
- 10.2. Subject to Clause 10.3:
 - 10.2.1. neither party shall be liable to the other party (whether such liability arises in contract, tort (including negligence) or otherwise) for any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and
 - 10.2.2. the maximum liability of YEF to the Grantee under this Agreement shall be limited to the payment of the Grant.
- 10.3. Nothing in this Agreement shall limit or exclude the liability of any party for personal injury, death, fraud or any statutory or other liability which cannot be limited or excluded under applicable law.

11. Data Protection

- 11.1. In this Clause 11.2, the terms “processor”, “controller” and “personal data” shall have the meanings set out in the Data Protection Laws.
- 11.2. Each party shall comply with any obligations under any applicable data protection laws including but not limited to the Data Protection Act 2018, EU General Data Protection Regulation 2016/679 (“GDPR”) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, or any successor legislations thereto, and any associated codes, regulation or guidance

(as may be amended or replaced from time to time) and any related regulations and guidance and all other applicable laws concerning the processing of personal data and data privacy which apply in the United Kingdom from time to time (together, the “**Data Protection Laws**”) and shall not, by act or omission, put the other party in breach of, or jeopardise any registration under any such Data Protection Laws.

11.3. YEF and the Grantee each acknowledge that:

11.3.1. the only personal data to be transferred by the Grantee to YEF under this Agreement will be the name, position and email address of key Project contacts at sites where the Project has been conducted (the “**Agreement Data**”), which shall be transferred to enable YEF to contact those individuals in relation to their contribution to the Project and to provide those individuals with further details of YEF’s activities (“**Purpose**”);

11.3.2. for the purposes of this Agreement, YEF and the Grantee shall each be a controller in respect of their own processing of the Agreement Data.

11.4. YEF warrants that it will process the Agreement Data only for the Purpose, provided always that it may in addition process the Agreement Data for its own purposes of compliance with applicable law.

11.5. The Grantee shall comply with the Data Protection Laws in respect of the provision of personal data necessary to allow evaluation of the Project by the Evaluator and to meet the requirements of the Home Office in respect of monitoring the long-term impact of Project as notified by YEF to the Grantee from time to time.

11.6. The Grantee warrants and undertakes that it will comply with the [Data Protection Information and Guidance for Evaluations](#) provided on the YEF website.

12. Home Office Grant

12.1. The Grantee acknowledges that the Project is principally funded by a grant from the Home Office to YEF. The Grantee undertakes to use its reasonable endeavours to comply with any reasonable instructions given by YEF that are required to ensure compliance by YEF with the Home Office Grant Agreement in particular but not limited to the provision of timely information.

13. Publicity

13.1. YEF agrees to the Grantee publicising the award of the Grant and the Project and shall acknowledge the YEF in doing so. YEF agrees to work with the Grantee to assist with publicity and marketing, including media related activities. The Grantee shall not otherwise make any public statement which refers to the YEF without first agreeing the form of wording with the YEF (and the YEF shall not unreasonably withhold or delay its consent).

13.2. The Grantee agrees to co-operate with and endeavour to give such assistance to the YEF as it may reasonably request from time to time in connection with promotional,

communications, media policy and stakeholder engagement activities organised by the YEF.

14. Subsidy Control

The Grantee acknowledges that any Grant Award comes from public funds and it will not use the Grant Award in a way that conflicts with the UK's current subsidy control obligations, or the published terms of the Subsidy Control Act 2022. In the event that it is deemed to be unlawful, then the Grantee will repay such amount of the Grant Award as may be unlawful immediately.

15. Force Majeure

- 15.1. Neither party to this Agreement shall be liable for failing to perform or any delay in the performance of any obligation under this Agreement, to the extent that such failure or delay is caused by matters beyond the reasonable control of the affected party including, but not limited to, industrial action, acts of God, terrorism or refusals to grant licences or permissions required for the performance of the obligations under this Agreement ("**Force Majeure**").
- 15.2. The affected party shall provide written notice to the other as soon as reasonably possible following the occurrence of the event of Force Majeure. The time for performance of an obligation which is prevented or delayed by an event of Force Majeure shall be extended for a reasonable period of time (having due regard for the cause of the delay) and the corresponding obligations of the other party (including any obligation to pay for obligations not performed by reason of Force Majeure) shall be extended to the same extent.
- 15.3. Should such delay persist or in the reasonable opinion of either party, be likely to persist for a period of over twenty-eight (28) continuous days, either party may terminate this Agreement forthwith by providing the other party with notice in writing.

16. Confidentiality

- 16.1. Each party (a "**Disclosing party**") will ensure that it notifies the other party (a "**Receiving party**") when any information (whether written, oral or in electronic form) concerning its business or affairs is to be treated as confidential and on receiving such notification the Receiving party will keep the relevant information confidential both during the Term and for five years following the expiry or termination of this Agreement.
- 16.2. Any information relating to this Agreement or the activities conducted pursuant to it, including for the avoidance of doubt any personal data as defined in the Data Protection Laws, will be regarded as confidential save for such information as may be disclosed as part of the Evaluation.

- 16.3. A Receiving party shall be entitled to use confidential information of the Disclosing party for the purpose of exercising its rights and/or performing its obligations under this Agreement and may disclose confidential information to its personnel to the extent required for the proper performance of this Agreement.
- 16.4. A Receiving party shall not be bound under Clause 16.1 or 16.2 with respect to confidential information which:
- 16.4.1. is known to the Receiving party before the Commencement Date.
 - 16.4.2. is or becomes publicly known without the fault of the Receiving party.
 - 16.4.3. is obtained by the Receiving party from a third party in circumstances where the Receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party.
 - 16.4.4. is approved for release in writing by an authorised representative of the Disclosing party; or
 - 16.4.5. the Receiving party is required to disclose such information by law or any regulatory requirement or by any regulatory authority.
- 16.5. Upon termination of this Agreement for any reason each party shall, if requested to do so by the other party, return or destroy any confidential information belonging to the other party.

17. Applicable laws

- 17.1. In carrying out the Project and its obligations under this Agreement, the Grantee shall comply with all applicable laws, statutes, regulations and binding codes. In particular:
- 17.1.1. each party shall follow its own procedures and policies to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - 17.1.2. the Grantee shall comply with all applicable laws, statutes and regulations relating to anti-slavery and human trafficking laws, including but not limited to the Modern Slavery Act 2015.

18. Safeguarding

- 18.1. If the Project involves work with children, young people or vulnerable adults (“vulnerable people”), the Grantee will take all reasonable steps to ensure their safety.
- 18.2. It will have and carry out an appropriate written policy and have a 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. The Grantee will regularly review its policy and procedures to ensure they adhere to any applicable legislation and/or regulations.

18.2.1. Where the safeguarding incident directly arises from the Project or is of a high level of severity, YEF must be informed of the incident. This includes where a young person (client) is:involved in homicide as victim or charged as perpetrator; is a victim or perpetrator of assault amounting to attempted murder; is a victim or perpetrator of serious sexual offences including rape;

18.2.2. where the safeguarding allegation is against a member of staff funded by the Project; or

18.2.3. where the safeguarding incident happens during or on the premises of an activity in the Project

18.3. In any of the circumstances described in clause 18.3, the Grantee shall be responsible for informing YEF within 48 hours of the incident.

18.4. All other safeguarding incidents relating directly or indirectly with the Project shall be recorded by the Grantee and submitted to the YEF in aggregated form on a quarterly basis as part of the quarterly monitoring reporting in accordance with the [YEF Safeguarding Policy](#) provided on the YEF website.

19. Insurance

19.1. The Grantee will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to YEF on request. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets the Grant has funded.

20. No assignment or subcontracting

20.1. Save as expressly provided in this Agreement, no party may assign, transfer, charge, mortgage, subcontract, or deal in any manner with this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party.

21. No partnership

21.1. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

22. Variations

22.1. No variation of this Agreement shall be effective unless and until it is in writing and signed by a person duly authorised by each of the parties.

23. Third party rights

23.1. Neither party intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

24. Waiver or delay

24.1. The failure or delay of a party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

25. Dispute resolution

25.1. If any dispute arises out of this Agreement, the Parties will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute, who are not otherwise involved with the Project.

25.2. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing, they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure.

25.3. Failing amicable settlement, the courts of England and Wales shall have sole competence to rule on any dispute between the contracting Parties in respect of this Agreement.

26. Counterparts

26.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. Transmission of an executed counterpart of this Agreement (including transmission of the page of the Agreement containing an execution clause signed by a party) by email (in any agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

27. Notices

27.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

27.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service to the relevant party’s address stated at the head of this Agreement; or

27.1.2. sent by email, including text in the subject line of the e-mail identifying the contents of the email as a formal notice given under the Agreement, to the nominated email address of the relevant party.

27.2. Any notice given in accordance with this Clause shall be deemed to have been received:

27.2.1. if delivered by hand, on signature of a delivery receipt.

27.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second business day after posting.

27.2.3. if sent by email, on sending the notice to the nominated email address of the other party.

27.3. The provisions of this Clause 27 shall not apply to the service of any proceedings or other documents in any legal action.

28. Entire Agreement

28.1. This Agreement, and any policies or schedules hosted on the [Resources for Grantees](#) page of the YEF website that are incorporated by reference in Schedule 1, constitutes the entire Agreement and understanding of the parties and supersedes any previous Agreement between the parties, whether oral or written, relating to the subject matter of this Agreement.

29. Governing law and jurisdiction

29.1. This Agreement and any non-contractual obligations (if any) arising out of or in connection with this Agreement (including its formation) shall be governed by and construed in accordance with the laws of England and Wales.

29.2. The parties submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter (whether contractual or non-contractual) arising out of or in connection with this Agreement (including its formation).

The parties or their duly authorised representatives have executed this Agreement on the date shown at its head.

SIGNED by ANDREA RAMSEY)	
Email Address:)	
andrea.ramsey@youthendowmentfund.org.uk)	
rg.uk)	
for and on behalf of)
IMPETUS AS THE SOLE CORPORATE)	date.....
TRUSTEE OF THE YOUTH)	

ENDOWMENT FUND CHARITABLE TRUST	
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SIGNED by NICOLA ECHANIS)	
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Email Address:)	
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Nicola.echanis@bridgend.gov.uk)	
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for and on behalf of the)	
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BRIDGEND COUNTY BOROUGH COUNCIL)	
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.....)		
date.....)		

Schedule 1: Project details

A. Key Details

Project Name:	Relationship Building Together Project
Grant Award:	£791,248 inclusive of VAT, payable in accordance with the schedule set out below.
Additional Funding:	£235,652.27 Total funding from other sources, including organisational funds, other grants, in-kind contributions.
Start Date:	15/9/2023
End Date:	31/3/2025;
Term:	Means the period from the Start Date to the End Date.
YEF Programme Manager:	Jake Grout-Smith Jake.grout-smith@youthendowmentfund.org.uk
Grantee Project Manager: <i>In the event that the Project Manager is not available, YEF may contact the Agreement Signatory.</i>	Christa Bonham-Griffiths, Youth Justice Service Manager: Christa.Bonham-Griffiths@bridgend.gov.uk
Other Key Grantee Contacts:	Alex Williams, Team Manager Edge of Care Services: alex.williams@bridgend.gov.uk
Evaluator:	University of Kent

B. Purpose of the Grant Award

1. The purpose of this Grant Award is to provide support to the Grantee's proposed activity as outlined in Schedule 2, Project Proposal, with relevant activities, objectives, and timelines.

C. Grant Award, Payment and Reporting

1. YEF hereby awards the Grant Award to be used for the purposes as described in Schedule 2, Project Proposal and in accordance with the Budget detail provided in Schedule 3.
2. Payment will be made pursuant to the submission of a payment request through the YEF Community Platform. Payments will be made as advances for the upcoming phase of the Grant Award as detailed in the Grant Payment Schedule. Where the Term is longer than 12 months, the Grantee shall provide an up-to-date bank statement alongside the payment request for each new Grant Award year.
3. YEF will approve advances if the activities planned for the prior period (the 'phase') have been achieved to the reasonable satisfaction of the YEF, as approved by the YEF Programme Manager, and so long as 80% of the prior advances received have been spent.

4. YEF shall pay the Grantee the relevant advance within 30 days of the date of such payment request. YEF reserves the right to withhold payment if in YEF's reasonable opinion the planned activities for the prior phase as agreed between the Grantee and YEF has not been reasonably achieved. If this occurs, YEF will communicate that in writing to the Grantee within 10 working days of the submission of the payment request.
5. YEF will only provide funding to the Grantee for the actual amount spent on the project activities. Should unspent funds remain at the end of the term and upon submission of the final report, the Grantee will send YEF the balance of the unspent funds within 30 days of the final report submission.
6. The Grantee will submit quarterly monitoring reports to YEF that detail progress made during the phase of work. Quarterly monitoring reports shall be submitted through the YEF Community Platform on a template provided by YEF. The quarterly monitoring report will include an update on the project status (including timeline, narrative summary of status and any issues faced), an update on the upcoming work to be performed and a description of any safeguarding incident reports received by the Grantee during the period. The Grantee will submit the quarterly monitoring report within 30 days of the close of the quarter being reported on.
7. The Grantee will at any point during the life of the grant, notify YEF if they expect the final Additional Funding Amount to vary by more than 20% from the figure shown in A . *Key Details* above.
8. Upon completion of the Term, the Grantee will submit a final report through the YEF Community Platform on a template provided by YEF. The final report will include an overall review of the project activities and outputs (including data on number of young people referred, reached and withdrawn), a final financial report (including additional funding secured), a review of lessons learned (including reflections on the evaluation process), a review of the grant processes and general feedback for YEF. The Grantee shall submit the final report within 30 days of the end of the Term.

D. Grant Payment Schedule

1. YEF will award the Grant for the purpose of funding the Project a grant of £791,248 inclusive of VAT (the "**Grant Award**").
2. The Grant Award will be paid in instalments in advance, in accordance with the payment schedule below.
3. The Grantee must use its reasonable endeavours to complete the activities in the payment schedule by the target date. If the Grantee is delayed in completing the activities as a result of an act or omission of the YEF, the target date for completing the activities will be delayed to the same extent. The Grantee will not be held responsible for delay caused by YEF or other parties.
4. The payment amounts in the payment schedule may only be varied in writing in accordance with Clause 22 of this Agreement.
5. For a detailed budget, refer to Schedule 3, Budget Detail.

Grant Payment Schedule

Payment	Description of preconditions for payment	Target Date for submission of preconditions	Advance Amount (for next quarter)
1	Signing of grant agreement	15/9/2023	£157,166

1	Submission of quarterly monitoring for the period August-September 2023	15/10/2023	N/A
2	Submission of quarterly monitoring for the period October-December 2023 and payment request for next period's advance	15/1/2024	£124,016
3	Submission of quarterly monitoring for the period January-March 2024 and payment request for next period's advance	15/4/2024	£138,018
4	Submission of quarterly monitoring for the period April- June 2024 and payment request for next period's advance	15/7/2024	£124,016
5	Submission of quarterly monitoring for the period July-September 2024 and payment request for next period's advance	15/10/2024	£124,016
6	Submission of quarterly monitoring for the period October-December 2024 and payment request for next period's advance	15/1/2025	£124,016
TOTAL			£791,248

E. Pre-Award Conditions

1. The Grantee agrees to address the following pre-award conditions by the agreed upon date. Failure by the Grantee to meet the agreed timeline may result in YEF withholding future advance payments.

#	Detail	Completion date
1	N/A	
2		

F. Policies and Schedules to be incorporated by reference

1. The following Schedules are incorporated into this Agreement as reference:
 - Schedule 1: Project Details
 - Schedule 2: Project Proposal
 - Schedule 3: Budget Detail
2. The following policies are incorporated into this Agreement as reference, and may be located on the YEF website, [Resources for Grantees](#) page:
 - YEF Grantee-evaluator relationship policy
 - YEF Brand guidance
 - YEF Publication policy
 - YEF Safeguarding policy
 - YEF Serious Incident reporting policy
 - YEF Data protection information and guidance for projects and evaluators

- YEF Collecting demographic data policy
- YEF Code of Conduct