

APPENDIX 1

YOUTH JUSTICE BOARD FOR ENGLAND AND WALES

and

LONDON BOROUGH OF BRENT

GRANT FUNDING AGREEMENT FOR

COVID-19 Response to Over-represented Children Pathfinder

1.	INTRODUCTION	1
2.	DEFINITIONS AND INTERPRETATION	1
3.	DURATION AND PURPOSE OF THE GRANT	6
4.	PAYMENT OF GRANT	7
5.	ELIGIBLE AND INELIGIBLE EXPENDITURE	8
6.	ANNUAL GRANT REVIEW	9
7.	MONITORING AND REPORTING	10
8.	AUDITING AND ASSURANCE	11
9.	FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY	12
10.	CONFLICTS OF INTEREST	12
11.	CONFIDENTIALITY	13
12.	TRANSPARENCY	13
13.	STATUTORY DUTIES	13
14.	DATA PROTECTION, PUBLIC PROCUREMENT AND STATE AID	14
15.	INTELLECTUAL PROPERTY RIGHTS	15
16.	ENVIRONMENTAL REQUIREMENTS	15
17.	ASSETS	15
18.	INSURANCE	17
19.	ASSIGNMENT	17
20.	SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY	17
21.	LOSSES, GIFTS AND SPECIAL PAYMENTS	17
22.	BORROWING	17
23.	PUBLICITY	18
24.	CHANGES TO THE AUTHORITY’S REQUIREMENTS	18
25.	CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION	18
26.	EXIT PLAN	22
27.	DISPUTE RESOLUTION	22
28.	LIMITATION OF LIABILITY	22
29.	VAT	22
30.	CODE OF CONDUCT FOR GRANT RECIPIENTS	23
31.	NOTICES	23

<u>32. GOVERNING LAW</u>	23
<u>ANNEX 1, PART A - GRANT FUNDING LETTER</u>	25
<u>ANNEX 1, PART B – GRANT RECIPIENT’S GRANT APPLICATION</u>	27
<u>ANNEX 2 –THE FUNDED ACTIVITIES</u>	49
<u>ANNEX 3 – PAYMENT SCHEDULE</u>	51
<u>ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS</u>	52
<u>ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE</u>	53
<u>ANNEX 6 – AGREED OUTPUTS AND LONG TERM OUTCOMES</u>	54
<u>ANNEX 7 – CONTACT DETAILS</u>	56

This Grant Funding Agreement is made on 16 October 2020

Between:

- (1) Youth Justice Board for England and Wales whose principal address is at Clive House, 5th floor, 70 Petty France, London SW1H 9EX (the “**Authority**”); and
- (2) London Borough of Brent whose address is at 4th Floor, Civic Centre, Engineers Way, Wembley, London HA9 0FJ (the “**Grant Recipient**”).

In relation to:

Project Name: COVID-19 Response to Over-represented Children Pathfinder

The grant is provided by the Authority under its power in section 41 of the Crime and Disorder Act 1998, as amended: “with the approval of the Secretary of State, to make grants to local authorities and other persons for the purposes of the operation of the youth justice system and the provision of youth justice services subject to such conditions as the Authority considers appropriate, including conditions as to repayment”. The Secretary of State for Justice has approved this grant. The grant may be used by the Grant Recipient only for the purposes set out in section 41 of the Crime and Disorder Act 1998 generally and the for the activities described in the Agreement in particular.

1. INTRODUCTION

- 1.1. This Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Agreement.
- 1.3. The Authority makes the Grant to the Grant Recipient on the basis of the Grant Recipient’s application, a copy of which is attached at Annex 1 Part B, to work in partnership with Brent Local Authority (LA) to offer targeted support to Black, Asian, and Minority Ethnic (BAME) children who have become ‘at risk’ due to the impact of COVID-19 and subsequent national lockdown, resulting in them experiencing an increased level of Adverse Childhood Experiences (ACEs) and trauma. Brent LA will offer a multi-agency partnership approach, which includes a holistic support package tailored to meet an individual family and child’s needs. It is hoped that this Pathfinder Project will minimise the number of BAME children from Brent who enter the Youth Justice System as victims or perpetrators, as a result of Covid-19.
- 1.4. The Parties confirm that it is their intention to be legally bound by this Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in the Agreement:

Agreement means this agreement together with its annexes;

Annex means an annex attached to the Agreement which forms part of the Agreement;

Asset means an asset purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Agreement by the Authority to the Grant Recipient;

Bribery Act means 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 this legislation;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the 16 October 2020

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015;

Controller and Processor take the meaning given in the GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or

any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the GDPR, and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Domestic Successor means, as the context requires, either:

- (a) a body that takes over the functions of the European Commission in the United Kingdom on the date it withdraws from the European Union; or
- (b) the relevant court in England and Wales which takes over the functions of the Court of Justice of the European Union in England and Wales on the date the United Kingdom withdraws from the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

Eligibility Criteria mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance set out in paragraph 25.1;

Financial Year means from 1 April to 31 March;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 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;

Funded Activities means the activities set out in Annex 2;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2023;

General Data Protection Regulation and GDPR means (the General Data Protection Regulation (EU) 2016/679);

Grant means the sum of £696,803 (six hundred and ninety six thousand, eight hundred and three pounds) which the Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25;

Grant Claim means the payment request **claim form** submitted by the Grant Recipient to the Authority for payment of the Grant;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 16 October 2020 (date on which the T&C's are sent to recipient a copy of which is set out in Annex 1;

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5;

Information Acts means the Data Protection Legislation, FOIA and the EIR;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in Annex 3 when the Authority will pay the Grant to the Grant Recipient during the Funding Period;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to the Agreement;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement; or
showing or not showing favour or disfavour to any person in relation to the Agreement;
- (b) committing any offence:
under the Bribery Act;
under legislation creating offences in respect of fraudulent acts; or
at common law in respect of fraudulent acts in relation to the Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraph 25.4;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

State Aid Law means the law embodied in Articles 107- 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union or any Domestic Law which replaces such State Aid Law following the UK's exit from the European Union;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of the Agreement;

VAT means value added tax chargeable in the UK; and

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In the Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) reference to a gender includes the other gender and the neuter;
- (iii) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (iv) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (v) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (vi) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (vii) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Agreement;
- (viii) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of the Agreement and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (ix) the headings in the Agreement are for ease of reference only and will not affect the interpretation or construction of the Agreement.

2.3. Where there is any conflict between the documents that make up the Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. the Agreement excluding the Annexes;
- 2.3.2. Annex 1 – The Authority's Grant Funding Letter; and
- 2.3.3. the other annexes.

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on the Commencement Date and ends on 31st March 2023 unless terminated earlier in accordance with the Agreement.
- 3.2. The Grant Recipient will ensure that the Funded Activities start on the Commencement Date but where this has not been possible, that they start no later than 2 months after the Commencement Date.

3.3. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.

3.4. If the Authority wants to change the Funded Activities it may do so on 14 days written notice to the Grant Recipient.

4. PAYMENT OF GRANT

4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient as indicated in the letter at Annex 1. The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.

4.2. The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (Annex 4) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.

4.3. The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.

4.4. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities. The Grant Recipient agrees that the Maximum Sum is the amount agreed as the GBP value, at the Commencement Date.

4.5. The Authority will only pay the Grant to the Grant Recipient once the Authority is satisfied that the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure.

4.6. The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority].

4.7. The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority may terminate the Agreement in accordance with paragraph 25.1.9 and where applicable, require all or part of the Grant to be repaid.

4.8. Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 3 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.

4.9. The Grant Recipient shall not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant.

4.10. The Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;

- 4.11. The Authority will not pay the Grant unless or until, the Authority is satisfied that:
- (i) the Grant will be used for Eligible Expenditure only; and
 - (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.
- 4.12. The Grant Recipient shall submit within 5 working days from the date of signing the Agreement and Grant Claim a copy of Annex 5 and any other documentation as prescribed by the Authority, from time to time.
- 4.13. Unless otherwise stated in the Agreement, payment of the Grant will be made within 30 days of the Authority approving the Grant Claim.
- 4.14. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.15. The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 0 or Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.16. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Agreement. Any sum, which falls due under this paragraph 0, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.17. The Grant will be paid into a bank account in the name of the Grant Recipient which must be an ordinary business bank account.
- 4.18. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.19. Onward payment of the Grant and the use of contractors shall not relieve the Grant Recipient of any of its obligations under the Agreement, including any obligation to repay the Grant.
- 4.20. The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.21. If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Authority will only pay to the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities.
- 5.2. The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:

- 5.2.1. Fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the grant paid was applied for its intended purposes;
 - 5.2.2. giving evidence to Parliamentary Select Committees;
 - 5.2.3. attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
 - 5.2.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Agreement);
 - 5.2.5. providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
 - 5.2.6. providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in the Agreement:
- 5.3.1. Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.3.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 5.3.3. using the Grant to petition for additional funding;
 - 5.3.4. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.3.5. input VAT reclaimable by the grant recipient from HMRC; and
 - 5.3.6. payments for activities of a political or exclusively religious nature;
- 5.4. Other examples of expenditure, which are prohibited, include the following:
- 5.4.1. contributions in kind;
 - 5.4.2. interest payments or service charge payments for finance leases;
 - 5.4.3. gifts;
 - 5.4.4. statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
 - 5.4.5. payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.4.6. bad debts to related parties;

- 5.4.7. payments for unfair dismissal or other compensation;
- 5.4.8. depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 5.4.9. the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
- 5.4.10. liabilities incurred before the commencement of the Agreement unless agreed in writing by the Authority.

6. ANNUAL GRANT REVIEW

- 6.1. The Authority will review the Grant annually. The Authority will take into account the Grant Recipient's delivery of the Funded Activities against the agreed outputs set out in Annex 6 by the Grant Recipient in accordance with paragraph 7.2.
- 6.2. Each annual review may result in the Authority deciding that (for example a non-exclusive list includes):
 - 6.2.1. the Funded Activities and the Agreement should continue in line with existing plans;
 - 6.2.2. there should be an increase or decrease in the Grant for the subsequent Financial Year;
 - 6.2.3. the outputs should be re-defined and agreed;
 - 6.2.4. the Grant Recipient should provide the Authority with a draft Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Funded Activities;
 - 6.2.5. the Authority should recover any Unspent Monies;
 - 6.2.6. the Grant be terminated in accordance with paragraph 25.11.
- 6.3. If the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 6.2.4 the Remedial Action Plan process set out in paragraphs 25.4 to 25.10 shall apply.
- 6.4. The Grant Recipient may make representations to the Authority regarding the Authority's decision made in accordance with paragraph 6.2. The Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Authority's absolute discretion.

7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 7.2. The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Agreement.
- 7.3. The Grant Recipient shall also provide the Authority with quarterly report on:

- 7.3.1. the progress made towards achieving the agreed outputs and the defined longer term outcomes set out in Annex 6. Where possible, the report will quantify what has been achieved by reference to the Funded Activities' targets; and
- 7.3.2. if relevant, provide details of any Assets either acquired or improved using the Grant.
- 7.4. The Grant Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.5. The Grant Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 7.6. The Grant Recipient will notify the Authority as soon as reasonably practicable of:
 - 7.6.1. any actual or potential failure to comply with any of its obligations under the Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.6.2. actual or potential variations to the Eligible Expenditure set out in Annex 5 and/or any event which materially affects the continued accuracy of such information.
- 7.7. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its quarterly report):
 - 7.7.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.7.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and
 - 7.7.3. that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. AUDITING AND ASSURANCE

- 8.1. Within 6 months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide a statement showing that the Grant has been certified by an independent and appropriately qualified auditor accompanied by the Grant Recipient's annual audited accounts.
- 8.2. The Authority may, at any time up to 2 years after the end of the Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with contractors.
- 8.3. If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used in accordance with the Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.

- 8.4. The Grant Recipient shall:
- 8.4.1. identify separately the value and purpose of the Grant in its audited accounts and its annual report; and
 - 8.4.2. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 8.5. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure and income generated by the Funded Activities during the Funding Period for up to 2 years after the Funding Period ends.
- 8.6. The Grant Recipient shall ensure that all its contractors retain each record, item of data and document relating to the Funded Activities for up to 2 years after the Funding Period ends.
- 8.7. The Grant Recipient will promptly provide revised forecasts of income and expenditure:
- 8.7.1. when these forecasts increase or decrease by more than 20% of the original expenditure forecasts; and/or
 - 8.7.2. at the request of the Authority.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.

- 9.6. For the purposes of paragraph 9.4 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time to time agreed changes to the Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
- 11.3.1. for the purpose of the examination and certification of the Authority’s accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party’s Confidential Information or an infringement of the other Party’s Intellectual Property Rights.

12. TRANSPARENCY

- 12.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement is not confidential.

13. STATUTORY DUTIES

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law.
- 13.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the comply with its information disclosure obligations under the Information Acts.
- 13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Agreement without consulting the Grant Recipient.
- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. DATA PROTECTION, PUBLIC PROCUREMENT AND STATE AID

Data Protection

- 14.1. The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.
- 14.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 14.
- 14.3. To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
 - (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data;
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers.
- 14.4. Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

Public Procurement

- 14.5. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 14.6. The Grant Recipient will comply with the Procurement Regulations when procuring goods and services in connection with the Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

State aid

- 14.7. The Grant Recipient will ensure the Funded Activities are compatible with State Aid Law.
- 14.8. The Grant Recipient will maintain appropriate records of compliance with the State Aid Law and will take all reasonable steps to assist the Authority to comply with State Aid Law requirements and respond to any investigation(s) instigated by the European Commission (or its Domestic Successor) into the Funded Activities or any equivalent regulatory body as the case may be.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1. Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in the Agreement, neither Party has any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 15.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting other projects.
- 15.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 15.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

16. ENVIRONMENTAL REQUIREMENTS

- 16.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 16.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 16.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall

be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

17. ASSETS

Inventory of the Assets

- 17.1. The Grant Recipient must keep a register of all Fixed Assets acquired or improved at a cost exceeding £10,000, wholly or partly using the Grant. Where the cost of purchasing or improving the Fixed Assets is less than £10,000 authorisation is not required, but the Asset should be recorded on the fixed asset register.
- 17.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.
- 17.3. For each entry in the register the following particulars must be shown where appropriate:
 - 17.3.1. date of acquisition or improvement;
 - 17.3.2. description of the Asset;
 - 17.3.3. cost, net of recoverable VAT;
 - 17.3.4. location of the Asset;
 - 17.3.5. serial or identification numbers;
 - 17.3.6. location of the title deeds;
 - 17.3.7. date of any Disposal;
 - 17.3.8. depreciation/amortisation policy applied;
 - 17.3.9. proceeds of any Disposal net of VAT; and
 - 17.3.10. the identity of any person to whom the Asset has been transferred or sold.
- 17.4. The Authority may require the Grant Recipient to maintain the particulars as set out in paragraphs 17.3.1-17.3.10 for any additional items which the Authority considers material to the overall Grant.

Disposal of Asset

- 17.5. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 17.6. Assets purchased or improved using the Grant shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by the Authority. The Authority may determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

- 17.7. The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.
- 17.8. If the Grant Recipient disposes of any Asset without the prior written consent of the Authority, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:
- 17.8.1. the sale of the Assets takes place after the end of the Asset Owning Period;
- 17.8.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
- 17.8.3. the Authority is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.
- 17.9. The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the Authority.

Charging of any Asset

- 17.10. The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Authority.

18. INSURANCE

- 18.1. The Grant Recipient will during the term of the Funding Period ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Agreement.
- 18.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

19. ASSIGNMENT

- 19.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 19.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into an agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

20. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 20.1. The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 20.2. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

21. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 21.1. The Grant Recipient must obtain prior written consent from the Authority before:
 - 21.1.1. writing off any debts or liabilities;
 - 21.1.2. offering to make any Special Payments; and
 - 21.1.3. giving any gifts.

in connection with the Agreement.
- 21.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

22. BORROWING

- 22.1. In accordance with paragraph 17.10 and this paragraph 22, the Grant Recipient must obtain prior written consent from the Authority before:
 - 22.1.1. borrowing or lending money from any source in connection with the Agreement; and
 - 22.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Agreement.

23. PUBLICITY

- 23.1. The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 7.2.
- 23.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 23.3. The Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time. The Authority expects the Grant Recipient to provide a minimum of one Working Days' notice of any such publicity.
- 23.4. Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Authority's logo. If a Third Party wishes to use the Authority's logo, the Grant Recipient must first seek permission from the Authority.
- 23.5. The Grant Recipient will acknowledge the support of the Authority in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded

Activities. Such acknowledgements (where appropriate or as requested by the Authority) will include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.

- 23.6. In using the Authority's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the Authority from time to time.

24. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 24.1. The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.
- 24.2. The Grant Recipient will accommodate any changes to the Authority's needs and requirements under the Agreement.

25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 25.1. The Authority may exercise its rights set out in paragraph 25.2 if any of the following events occur:
- 25.1.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
 - 25.1.2. the Grant Recipient fails to comply with its obligations under the Agreement, which is material in the opinion of the Authority;
 - 25.1.3. where delivery of the Funded Activities do not start within 2 months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
 - 25.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 25.1.5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Annex 6;
 - 25.1.6. the Grant Recipient fails to:
 - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 25.3.4 or paragraph 6.2.4; or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
 - 25.1.7. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
 - 25.1.8. the Grant Recipient fails to declare Duplicate Funding;

- 25.1.9. the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 25.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 25.1.11. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 25.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 25.1.13. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
 - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 25.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 25.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 25.1.16. the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of State Aid Law or the Grant Recipient fails to comply with the provisions of the exemption or scheme under State Aid Law that applies to the Funded Activities and the Grant, as set out in paragraph 14; or
- 25.1.17. The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 30.2.
- 25.2. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with the Agreement or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

- 25.3. Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:
- 25.3.1. suspend or terminate the payment of Grant for such period as the Authority shall determine; and/or
 - 25.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 25.3.3. require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
 - 25.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraph 25.3;
 - 25.3.5. terminate the Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 25.4. Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 25.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 25.5. The draft Remedial Action Plan shall set out:
- 25.5.1. full details of the Event of Default; and
 - 25.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 25.6. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 25.7. The Authority may accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 25.8. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 25.9. If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Agreement.
- 25.10. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 25.3.3 or 25.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 25.11. Notwithstanding the Authority's right to terminate the Agreement pursuant to paragraph 25.3.4 above, either Party may terminate the Agreement at any time by giving at least 3 months' written notice to the other Party.
- 25.12. If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 25.13. If the Authority terminates the Agreement in accordance with paragraph 25.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 25.14. The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

Change of Control

- 25.15. The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 25.16. The Grant Recipient shall ensure that any notification made pursuant to paragraph 25.15 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 25.17. Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 25.15 shall include any changes to the consortium members as well as the lead Grant Recipient.

26. EXIT PLAN

- 26.1. Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within 3 months of the signing of the Agreement.

27. DISPUTE RESOLUTION

- 27.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Agreement.
- 27.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Agreement) shall be referred in the first instance to the Parties Representatives.
- 27.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of one month, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

28. LIMITATION OF LIABILITY

- 28.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to Third Parties.
- 28.2. Subject to this paragraph 28, the Authority's liability under this Agreement is limited to the amount of Grant outstanding.
- 28.3. Where the Grant Recipient has employees to support the Funded Activities it should manage them efficiently to minimise its redundancy liabilities.
- 28.4. The Grant Recipient shall not use the Grant to pay redundancy costs:
- (i) in excess of its statutory redundancy liabilities; or
 - (ii) for any period of employment prior to an employee's involvement in the Funded Activities.

29. VAT

- 29.1. If VAT is held to be chargeable in respect of the Grant, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 29.2. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

30. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 30.1. The Grant Recipient acknowledges that by signing the Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 30.2. The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.
- 30.3. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 25.1.17.

31. NOTICES

31.1. All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

32. GOVERNING LAW

32.1. The Agreement is governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

SIGNED by:

.....

Stephanie Roberts-Bibby
Chief Operating Officer
for and on behalf of the
Youth Justice Board for England and Wales

Date: 16 October 2020

GRANT RECIPIENT

E-signature or signature:

Print Name: Gail E Tolley

For and on behalf of: London Borough of Brent

Email: gail.tolley@brent.gov.uk

Date: 23/10/2020

ANNEX 1, PART A - GRANT FUNDING LETTER

Nigel Chapman
Operational Director - Integration & Improved Outcomes
Children & Young People's Services
Brent Local Authority
London Borough of Brent
4th Floor Civic Centre
Engineers Way
Wembley
London HA9 0FJ

Date: 16 October 2020

Dear Mr Chapman,

Re: COVID-19 Response to Over-represented Children Pathfinder

This letter advises you of the Youth Justice Board (YJB) COVID-19 Response to Over-represented Children pathfinder grant allocation. The duration of the project will be from 16th October to 31st March 2023.

The proposed grant total is **£696,803**. This is divided over 3 years;

Year 1: 16th October 2020 – 31st March 2021 – £197,100

Year 2: 1st April 2021 – 31st March 2022 – £249,703

Year 3: 1st April 2022 – 31st March 2023 – £250,000

The payment and treatment of this amount is detailed in the Agreement.

This notification of award is subject to the commencement of delivery, in line with Government advice on COVID-19, and may subsequently be withdrawn where delivery is no longer possible, or no longer in line with government policy. Where the commencement of delivery is not immediately possible, due to Government advice, payment will not be made until such time as the commencement of the delivery phase is formally approved

Finally, may I take this opportunity to thank you and your colleagues for working with us.

If you have any questions regarding the above, please do contact the YJB Grants team - YJBGrants@yjb.gov.uk

Yours sincerely,

Stephanie Roberts-Bibby
Chief Operating Officer
Youth Justice Board for England and Wales

E: ceo@yjb.gov.uk
YJB switchboard: 020 3334 5300

ANNEX 1, PART B – GRANT RECIPIENT’S GRANT APPLICATION



HM Government



Youth Justice Board Grants Team
70 Petty France
London
SW1H 9EX

Brent Local Authority
London Borough of Brent
4th Floor Civic Centre
Engineers Way
Wembley
London HA9 0FJ

Grant Scheme Ref: BAME COVID 19 Response

Grant Application Form

1. Section 1 - Details

1.1 Project Details	
Organisation Name:	Brent Local Authority
Charity No. or Companies House Registration No.	
Project Title:	BAME COVID 19 Response

1.2 Lead Contact Details	
Name:	Sue Gates
Email:	Sue.gates@brent.gov.uk
Phone Number	020 8937 2710
Job Title / Position in	Head of Early Help

Organisation:	
Organisation Address:	London Borough of Brent
Address Line 1:	4 th Floor Civic Centre
Address Line 2:	Engineers Way
Address Line 3:	
Address Line 4:	Wembley
Town / City:	London
Postcode:	HA9 OFJ

1.3 Summary of the aims and objectives of your organisation

Brent Council is responsible for providing statutory and non-statutory services delivered through 5 departments: Chief Executive's, Community Wellbeing, Children and Young People, Regeneration and Environment, and Customer & Digital Access. Brent's Youth Offending Service and Early Help Service sit within the Children and Young People's Department.

Brent's Aims & Objectives

The Brent Borough Plan 2019-2023, 'Building a Better Brent', sets out shared priorities for the Council and partners, with a vision for 2023 to make Brent a borough of culture, empathy and shared prosperity. The vision is for a borough where people from different backgrounds feel at ease with one another, share in cultural opportunities and activities and value the principles of fairness, equality, good citizenship and respect for people and place. The priorities fall within 5 strategic themes, the first three of which are particularly relevant to the work of the Early Help service:

- **Every Opportunity to Succeed**
- **A Borough where we can all feel Safe, Secure, Happy and Healthy**
- **Strong Foundations**
- A Cleaner, more Considerate Brent
- A Future Built for Everyone, an Economy Fit for All

The desired outcomes that fall within these priorities and are most relevant to the BAME Pathfinder project include:

- Raising the attainment of particular groups and narrow the gap with their peers for:
 - Boys of Black Caribbean heritage
 - Pupils with Special Educational Needs and Disabilities (SEND)
 - Children and young people in the care of the council
 - Young people leaving our care and moving into becoming independent
 - Pupils at risk of being permanently excluded from school.
- Promoting employment support and skills provision, including significantly increasing the take-up of apprenticeships.
- Targeting gangs, domestic abuse and serious youth violence, and making effective use of our modernised CCTV infrastructure – including enhanced recording
- Getting children and adults to live healthier, active lives.
- Refreshing our approach to mental wellbeing, raising aspirations and tackling challenges as part of the Thrive LDN initiative.
- Supporting more people to recover from drug and alcohol problems with our Substance Misuse Service.
- Rolling out our innovative Family Hubs, bringing together different services to provide holistic support for children and their families.

Providing support to deal with the impact of trauma is a common thread throughout the plan. While Brent's borough plan provides a pathway to a better future for residents, the unprecedented events of 2020 have provided a catalyst to expand Brent's work on recognising, understanding and tackling inequalities.

The borough plan is currently undergoing a refresh in response to the challenges brought by Covid-19 and is due to be re-published shortly.

About Brent

Brent is a diverse outer London borough, recognised by the August 2020 Brent Poverty Commission as demonstrating many of the complexities of an inner London borough (<https://www.brent.gov.uk/media/16416717/poverty-commission-report-launched-17-august-2020.pdf>). The population density is the highest of any outer London borough and the 14th highest in England.

Brent's population of 0-18 year olds (25%) is above-average and Brent is ranked the 4th most deprived borough in London (IMD 2019). 45% of children live in areas of highest deprivation. The Black, Asian and Minority Ethnic (BAME) communities' make up 66.4% of the population, and 160 languages are spoken in Brent schools. An analysis of all open cases in Early Help referred since lockdown, including the 4% of re-referrals, indicates that 86% of these families come from a BAME background. The breakdown of this includes Asian (Indian, Pakistani, Tamil, Bengali), mixed heritage (Asian and white), Middle Eastern (Syrian, Iranian, Iraqi), Chinese, Roma (Polish, Romanian and Irish), Black Caribbean, mixed heritage (Black Caribbean and white), Black African and mixed heritage (Black African and white).

Ethnicity of Brent adolescents

(Community and Wellbeing Scrutiny Committee 16 March 2020, *Contextual Safeguarding in Brent* – available at <http://democracy.brent.gov.uk/ieListDocuments.aspx?CId=548&MId=5440&Ver=4>)

Age 13-18	Total	%
Asian or Asian British	7167	31.1%
Bangladeshi	174	0.8%
Indian	2473	10.7%
Other Asian	2946	12.8%
Pakistani	1574	6.8%
Black or Black British	5601	24.3%
Black African	2968	12.9%
Black Caribbean	1312	5.7%
Other Black	1321	5.7%
Chinese	210	0.9%
Other Ethnic Group	2248	9.8%
Mixed/Dual background	1891	8.2%
White & Asian	469	2.0%
White & Black African	342	1.5%
White & Black Caribbean	454	2.0%
Other Mixed	626	2.7%
White	5926	25.7%
White British	2886	12.5%
White Irish	343	1.5%
Other White	2697	11.7%
Grand Total	23043	

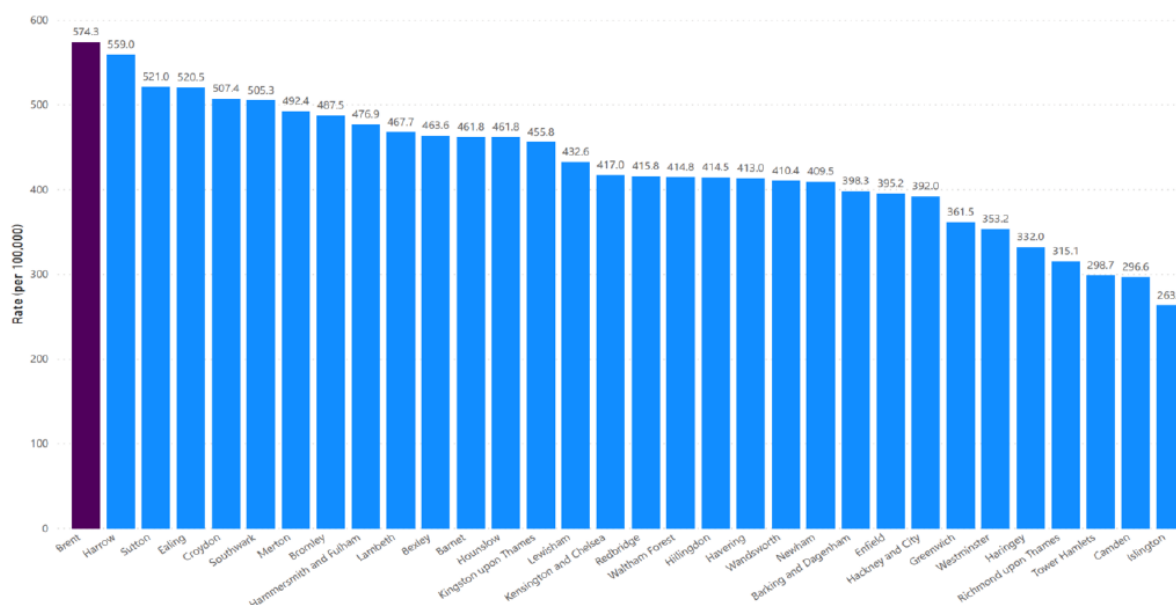
Covid-19 in Brent

The residents of Brent have been amongst the hardest-hit by Covid-19. Brent has had the second highest number of positive cases amongst London Boroughs. Overall mortality rates are not the

highest in London, but when age is taken into account (Brent has a younger than average population), Brent has the highest age-standardised death rate in London. The deprivation, high BAME population, high population density including multi-generational households, housing inequalities, poor air quality and density of transport usage seen in Brent are recognised as likely causes of the high numbers of Covid-19 cases and deaths in the borough.

The graph below shows the lab-confirmed Covid-19 cases rates (cases per 100,000 residents) by London Local Authorities from the week starting 1st March 2020 up to 14th June 2020. As shown, Brent had the highest rate of Covid-19 cases; 574.3 per 100,000 during this period.

Source: Brent and NHS Covid Response & Recovery - Health and Wellbeing Board 29 June 2020, *Disproportional Impact of Covid-19 in Brent*. Available at: <http://democracy.brent.gov.uk/ieListDocuments.aspx?CId=365&MID=6141>)

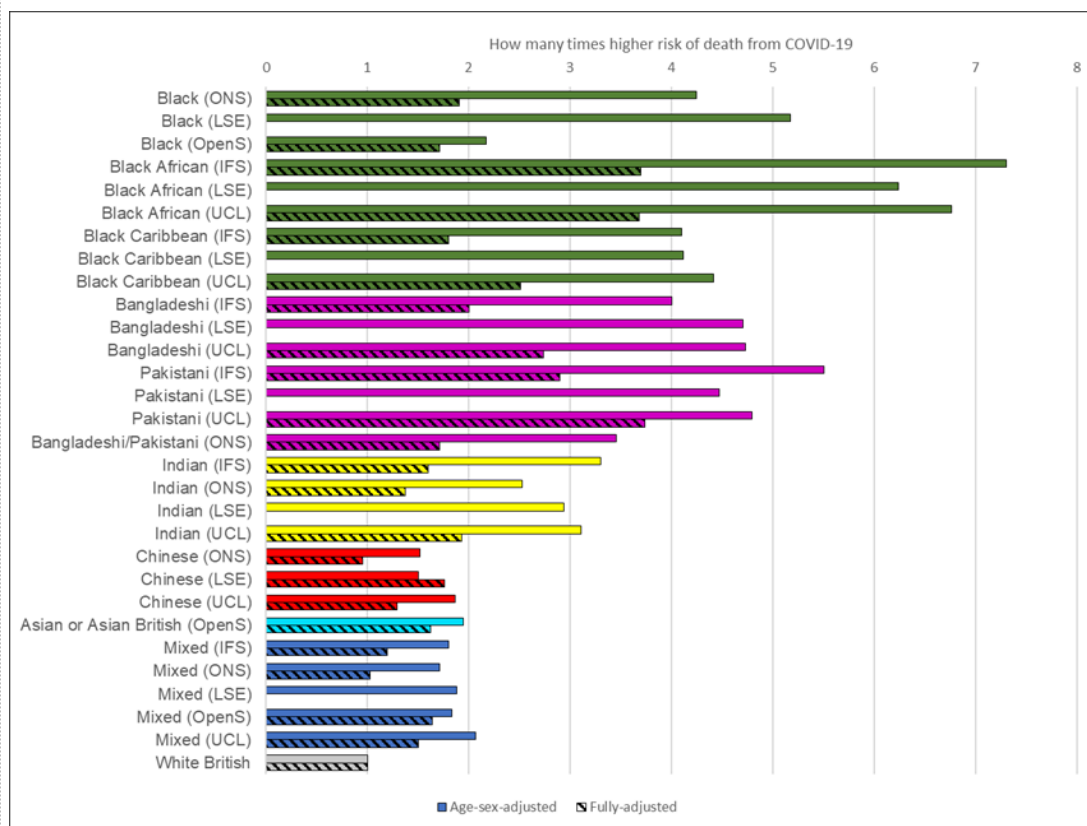


Covid-19 and health inequalities in Brent

Covid-19 has increased health inequalities in Brent. Research into the disproportionate effects of Covid-19 by the Office for National Statistics (ONS) has revealed that, when age is taken into account, Black males are 4.2 times more likely to die from a COVID-19-related death than White males, and Black females are 4.3 times more likely to die from a COVID-19 related death than White females. Nationally, more deprived areas (taking into account income levels, housing, education and other features of the area where individuals live), had mortality rates twice that of less deprived areas. Furthermore, people of Bangladeshi and Pakistani, Indian and Mixed ethnicities also had statistically significant raised risk of death involving COVID-19 compared with those of White ethnicity. Occupations which have close contact with large numbers of other people, for example health and social care staff, have an increased risk of dying from Covid-19, and individuals with pre-existing conditions and particularly those with multiple conditions are at increased risk of dying from Covid-19, with obesity, diabetes and hypertension being of particular importance.

Below: Risk of death from COVID-19 in BAME communities compared to white British. Source: National Institute for Health Research and University of Bristol, *The impact of COVID-19 on black, Asian and minority ethnic communities*. June 2020. Available at <https://www.google.com/search?q=COVID-19-Partner-report-BAME->

[communities&rlz=1C1GCEB_enGB896GB896&oq=COVID-19-Partner-report-BAME-communities&aqs=chrome..69i57.630j0j7&sourceid=chrome&ie=UTF-8](#)



A significant proportion of the disproportionate impact of COVID on BAME communities can be attributed to deprivation; for example, when adjusting for the influence of deprivation, black males and females are still 1.9 times more likely to die from a Covid-19-related death than their white counterparts. This fact highlights that there are complex, interrelated issues which contribute to the disproportionate mortality rate in Brent's BAME community. This can be seen in Brent through correlations between those areas with the highest Covid-19 death rates, the geography of BAME communities in Brent, and areas of deprivation.

Correlation between geography of BAME communities, deprivation and areas with the highest death rates in Brent

Barnhill – predominately Asian communities

Chalkhill – predominantly Black African & Black Caribbean communities

Welsh Harp – predominantly populated by South Asian and Black African and Caribbean communities

Harlesden & Stonebridge – predominantly populated by Black African and Black Caribbean communities, and among the most deprived areas in the UK (Brent Health & Wellbeing Board, Joint Strategic Needs Assessment on Deprivation, 2019. Available at: <https://data.brent.gov.uk/dataset/2rkw4/indices-of-deprivation-2019-jsna>)

Deaths by residency

Figure 3: COVID-19 Health Geography: Deaths by Middle Superoutput are

COVID-19 death rate, crude (per 100,000 people)



Source: Brent and NHS Covid Response & Recovery - Health and Wellbeing Board 29 June 2020, *Disproportional Impact of Covid-19 in Brent*. Available at: <http://democracy.brent.gov.uk/ieListDocuments.aspx?CId=365&MID=6141>)

Brent-specific research into the disproportionate impact of Covid-19 on BAME communities has revealed a myriad of potential contributing factors, including:

- Brent BAME population are high users of public transport.
- Brent BAME communities have high levels of inter-generational living with those at risk including the elderly and those with long-term conditions being exposed more than those in smaller households.
- BAME communities have high attendance at places of worship with large communal activities such as weddings and funerals, providing opportunities for viral spread.
- BAME community members are less likely to be working from home and often in zero hour contracts or cash in hand situations therefore less likely to be able to social distance or self-isolate.
- BAME community members are more likely to be frontline workers and less likely to be managers and able to influence their working conditions.
- Diabetes is more prevalent in Black and South Asian patients - high levels of diabetes in Brent may be one reason for the higher death rate seen locally

The Covid-19 pandemic has highlighted the inequalities in the Borough and the vulnerabilities of those in the most deprived areas of Brent, often where BAME communities are concentrated. As shown in the diagram above, deaths in Brent are concentrated in its areas of greatest deprivation, where Black, Asian and Minority Ethnic (BAME) communities constitute the majority of the population. This will be reflected in the cohort of young people and their areas of residence that this project will work with.

The Impact of Covid-19 on Young People in Brent

Young people in Brent have faced a range of challenges in the face of Covid-19. Through national and local anecdotal and research evidence, we know that all young people have experienced disruptions to routine, restricted education and learning and lost socialisation and peer support. Many have missed out on further education and training opportunities, such as apprenticeships being put on hold. For many, this has led to, or exacerbated, low mood and other mental health issues, and/or a decline in physical fitness. For some, the lockdown has resulted in increased exposure to domestic abuse and/or drug and alcohol misuse in the home. The risk of increased school exclusion has increased for BAME groups in general (University of Oxford Dept. of Education, *School Exclusion Risks after Covid-19*, June 2020). New risks have also been recognised surrounding those engaged with criminal activity, such as new operating models for drug dealing and County Lines activity. Reduced opportunities for young people at risk of harm to be identified by professionals and services are likely to have resulted in many young people having delayed access to the support they need from services, resulting in more acute presenting issues.

Fortunately for children and young people known to services before lockdown, or those referred during the last 6 months, services in Brent have continued to operate at a high standard, with much support shifted to virtual, telephone or doorstep delivery. In a recent survey, 87% of Brent Family Solutions service-users reported that the support they have received during lockdown has been the same as usual or better than usual. In another survey completed with Brent's YOS cohort, 94% of respondents did not feel they had missed out on any part of their YOS intervention whilst in lockdown, and it was confirmed that a wide range of services from partners continued to engage with their YOS clients throughout lockdown. Brent's Early Help services for children and families have a track record of consistent, high quality provision throughout periods of instability, such as the current pandemic.

Since March, further actions have been developed in line with the Brent Borough Plan priorities in order to respond and adapt to the Covid-19 pandemic and the associated issues described above.

In response to the disproportionate impact of COVID 19 that reflects entrenched structural inequalities within society, an Inequalities Working Subgroup of the Health & Wellbeing Board has been formed to drive work to reduce health inequalities, and these groups are currently actively researching and engaging with communities and will shape the Council's work. The CYP Department and Recovery plan includes supporting a greater number of vulnerable children's attendance at school. Some new ways of working brought about by Covid-19 restrictions have proved beneficial to families (such as online meetings that families can access more easily than face-to-face meetings in a particular venue). Several different projects are currently underway or are soon to start in Brent that will support young people to recover from the impact of Covid-19 on their lives. These include:

- Barnardo's 'See, Hear, Respond' project – to support children and young people not known to statutory services (ends October 2020)
- Youth Endowment Fund Covid-19 grant-funded project to deliver on line counselling, parenting programmes and advice, focused on building emotional resilience /coping skills in young people.
- Global Thinking Young Women's Diversionary Project.

Black Lives Matter

The death of George Floyd and the surge in the Black Lives Matter movement was felt strongly throughout Brent, where 17.6% of the population are in Black ethnic groups (Black African, Black Caribbean or Black (other groups)), with a further 2.3% of residents identifying as dual-heritage White & Black Caribbean or White & Black African (Equality Profile of Brent, Mar 2019 - <https://data.brent.gov.uk/dataset/2ydg5/equality-profile-of-brent>).

The Brent Black Community Action Plan was created through a partnership between the Council and local community representatives, agreed by Full Council on July 13th. It is an ambitious and far-reaching plan that ranges from influencing school curricula to support young black boys with developing self-esteem and confidence in the classroom, to creating business opportunities for black people (or BAME) locally, to exploring what the community needs are in terms of housing and homelessness. Effective engagement with the black community and enabling young black people to reach their potential are key themes of the plan and Brent is committed to interweaving these themes throughout the Council's work. The BAME Covid-19 Pathfinder proposal aligns well with the objectives and outcomes of this broader community based plan by the focus on raising educational outcomes, tackling disproportionality and working to improve access to out of school activities.

Poverty

In Brent, poverty rates are much higher than across most of the UK. 1 in 6 households (17%) live below the poverty line in Brent, doubling (to 33%) after housing costs are taken into account. More than 1 in 5 (22%) of children live in poverty, doubling to 43% after housing costs (*A Fairer Future - Ending Poverty in Brent - Recommendations from the Brent Poverty Commission, July 2020*. (<https://www.brent.gov.uk/council-news/august-2020/independent-commission-calls-for-a-redoubling-of-efforts-to-tackle-poverty-and-increased-investment-in-social-housing/>)). Of Brent's 34 neighbourhoods, 15 are in the top 10% nationally for high deprivation levels. The pandemic-related downturn has also shown how many people, including many in work are falling into poverty, with some seeking support for the first time.

The Brent Poverty Commission was established to explore the ways in which the council could do more to reduce the incidence of poverty, inequality and social exclusion among its citizens. Its 43 recommendations were agreed by Brent's Council's Cabinet on 7 September 2020 with a focus on issues that will affect children and young people including:

- developing more social housing
- securing more and better jobs and apprenticeships, especially for younger citizens and

those with disabilities

- tackling digital exclusion to ensure residents can operate online
- Creating a Council-led youth and community strategy
- providing interest-free loans and advice services for those struggling with debt due to Covid-19

The aims and objectives of Brent Council to tackle the challenges of Covid-19, racism and poverty as outlined above demonstrate the borough's commitment to improve local residents' lives. The BAME Covid-19 Pathfinder proposal as set out below complements the objectives of the Children and Young People's department and the Council as a whole. Providing support to deal with the impact of trauma, including trauma that stems from and interlinks with the issues described above, is a common thread throughout our plans.

1.4 If this is a joint / consortium bid please list all partners here. If a single bid please enter 'Not applicable'.

Not Applicable

1.5 Please enter the amounts requested each year.

Year 1 20/21 Oct 20- Mar 21	£197,100	% of Annual Income	0.1% annual income
Year 2 21/22 Apr 21 – Mar 22	£249,703	% of Annual Income	0.2% annual income
Year 3 22/23 Apr 22 – Mar 23	£250,000	% of Annual Income	0.2% annual income
Total	£696,803		

1.6 What is your Annual Income as shown in your most recent audited accounts?

(Please provide a copy of your most recent audited accounts or a link to your published accounts)

£1,108,000,000

2018/19 Published accounts are attached

<https://www.newham.gov.uk/downloads/file/1588/draft-statement-of-accounts-19-20>

1.7 Since 2020/21 has your organisation been in receipt of other grant funding from YJB If so, please give details of what that is for, and the time period it covers.

Details	Period
Main grant to support Brent Youth Offending Team 20-21	Awarded annually until March 2021

1.8 Has a member of the Board of Trustees / Directors signed-off this proposal to be made? Please provide his/ her contact details

Gail Tolley, Strategic Director, Children and Young People: gail.tolley@brent.gov.uk

1.9 Have you applied to, or do you plan to apply to, other funding sources to obtain support for this proposal? If so, please give details of the funding source(s), the application dates, and the amount(s) applied for. Have funding decisions been made? If not, when do you expect to be notified?

Failure to provide this information may delay / affect your application.

No

2. Section 2 – Eligibility

2.1 Have you applied for funding that may/is being provided by a similar project or service you are currently undertaking?

No

2.2 Where will the activity be delivered (across United Kingdom, Wales, England, Scotland Northern Ireland)?

Brent, North West London, England.

2.3 Is your organisation a non-profit making organisation?

(that is, carrying out not-for-profit activities but is not a public or local authority)?

If your organisation is not a registered charity (CIC or CIO) will we may need to check your governing documents to assure ourselves that you are a non-profit making organisation.

2.4 Please state the legal structure of your organisation

- A Charity registered on the charity commission website
- A Corporate body – company limited by guarantee (registered at Companies House)
- A Community Interest Company (registered at Companies House or CIC regulator)
- A co-operative (we will need to see your governing documents)
- An Independent Provident Society (we will need to see your governing documents)
- New Charitable Incorporated Organisation (CIO)
- None of the above, but the organisation has a formal constitution (set of rules) or governing document which shows its objectives and management structure

Other please specify:- Local authority

3. Section 3 – Grant Proposal

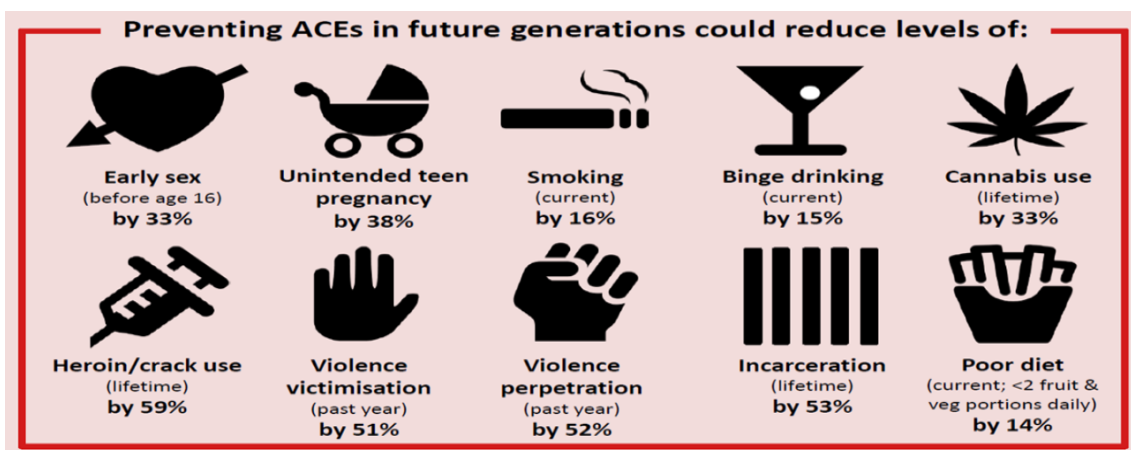
3.1 Your proposal should aim to address the following areas as a minimum:

- The purpose of the grant and how the investment will further the aims and objectives of the Department;
- Timescales of the project;
- The funding required (a breakdown of the costs should be provided as an attachment)
- How this proposal offers value for money;
- Key milestones and deliverables
- How will the project outcomes be measured and whether there is a system of performance management in place
- If a consortium group please provide details around contributions and direction to the project.

The impact of Covid-19 has compounded the effect of “adverse childhood experiences” (ACEs) that many young people in Brent have already experienced, therefore, the project will focus on alleviating this impact, particularly amongst young people not previously known to services. We seek to address the issues affecting young BAME people in a holistic way by:

- supporting them to re-engage/engage with education
- supporting their emotional wellbeing (mental health and mentoring)
- involving whole family interventions to reduce risk of issues escalating (safety and peer mapping)
- empowering young people by skilling them up to feedback on services they have experienced
- providing young people with access to a full range of positive activities.

The most recent data on Early Help referrals (Quarter 1 April to June 2020) indicates that 96% of children referred (n=298) had not previously received a service and it is this group and future groups of young people, with whom the project will focus. All of the families in recent referrals have been impacted in some way by Covid-19. The reasons for referral include domestic abuse (including parent to child violence); parents struggling with managing their children’s behaviour through lockdown restrictions; issues relating to either parent or children’s emotional wellbeing (isolation, bereavement, loss of support network, impact of job loss); stressed family relationships (large families living in overcrowded conditions, job losses, tensions between parents and siblings); some young people breaching lockdown, getting involved with different friends who are influencing poor choices (using cannabis, staying at friends without permission, missing from home) and a slight but significant rise in reoffending. The initial presenting issue describes only a portion of the underlying issues as the Early Help assessment uncovers a range of traumas in families, including unresolved bereavement, childhood abuse by parents, parental mental health conditions and long standing substance issues.



Source: Public Health England Routine Enquiry on Adversity in Childhood, February 2016.

Families already known to the service are experiencing some regression, for example in the cases open prior to Covid-19 within the Early Help service, practitioners report an average of 30% of their caseload being affected. As described above in the section of ethnic borough breakdown, more than 80% of these cases are from families of BAME heritage. Specifically this relates to a deterioration of mental health conditions, both adults and children; repeat incidents of domestic abuse; loss of income due to either the furlough scheme or becoming newly unemployed. In Brent there are a significant number of families who have no recourse to public funds, and many have lost employment because they are not eligible for the furlough scheme. As a result of loss of income many families have accessed food banks for the first time in Brent.

To date there not been sufficient capacity to undertake more detailed research into the local impact of Covid-19 on children and young people. The grant will enable Brent to understand the extent to which Covid-19 has impacted upon BAME young people's emotional and physical wellbeing and will empower young people's involvement in the development and delivery of services for young people, whilst supporting them to fully engage in education. There will be a focus on reaching out to communities and young people most affected by Covid-19, which we know from current caseloads, are most BAME communities in Brent. Practitioners referring to the project for additional support will remain the "trusted adult" and support their young people to engage with new services.

The proposed project takes account of the recommendations from the UK Trauma Council's report on the impact of the pandemic on children and young people, "Beyond the pandemic: Strategic priorities for responding to childhood trauma". As set out in the report recommendations, Brent has already added trauma informed practice to the Brent Practice Framework, is committed to extending its trauma informed service offer to children and young people and is investing in the wider workforce to enable more practitioners the knowledge to respond more appropriately to children who indicate signs of trauma.

Project Plan

1. A short research programme, to understand how Covid-19 has negatively affected young people's physical and emotional wellbeing of BAME origin. This will include feedback on the effectiveness of any interventions young people experienced during lockdown. The outcomes of this will provide recommendations for local services, inform frontline practice and ultimately shape commissioning of services to ensure that the trauma informed approach is embedded in all areas of work with children. The research will include surveys, interviews and focus groups (within current government guidance). The target audience will be young people who are known to the Early Help, statutory social work services and young people known to the youth VCS. This work will be facilitated by a Youth Participation worker. The results will be analysed by the lead analyst (short term seconded post). As a result of the analysis, the analyst will be able to feedback and assist practitioners in understanding what is effective. This will inform current practice and enable Brent to ultimately share good practice more widely. To make the proposed timeframe work we are planning to second an existing Data Analyst into this role short term and back-fill this post with an agency worker.

The aim is reach **90 young BAME people**. This will commence in October and end in December 2020.

2. Young People's panel – this will be developed in response to the feedback gained from the above research. This is intended to help guide recovery work and inform which services are effective with young people. Young BAME people will be supported and upskilled to become active participants in reviewing the effectiveness of early help Covid-19 interventions, with a view to improving practice and future commissioning. A Youth Participation worker will lead this by delivering workshops to young people to develop their ability to prepare for and handle difficult situations and conversations, speaking confidently in groups, and to challenge their experiences in a constructive way. The young people included in this work will have had experience of Brent's

CYP services and we will reach out to other young people via the Brent Magazine (distributed to all Brent households quarterly), via the Young Brent Foundation (VCS) and through schools. One of the main objectives will be understanding the impact of Covid-19 on BAME families and how services can respond effectively to their differential needs. This panel will assist with selecting VCS providers offering their identified, preferred services. Attendance will be rewarded with vouchers. Initially the Panels will operate monthly with a view to expanding them to twice monthly once the project is established. The Participation worker will analyse all service feedback and report this to management for consideration and action. Young people will be provided with comments on their suggestions. Service planning will incorporate all suggestions where practical and seek further clarification and adaptations when they cannot be implemented. This approach will take account of different cultural needs and help to ensure that service delivery is culturally sensitive and appropriate for all our young people. This aspect of participation work with young people complements existing work with looked after children and care leavers. It is anticipated that this element will commence in January 2021 and become embedded as an approach to working with young people. **The intention is to work with 50 young people per annum.**

3. Outreach Project – this will commence in the Autumn term 2020 and will develop an outreach project led by voluntary sector agencies to engage communities with children most at risk of not returning full-time to school or who may have fallen behind in their learning. In order to reach the most affected BAME children, all schools will be informed of the project and reached out to through existing channels, using strong, established partnerships (Heads' Bulletin, Heads' Forum, officers promoting within their routine work with schools such as EWOs, EH Key workers, YOS case managers. Brent has effective systems in place to avoid exclusions, with numbers of permanent and fixed term exclusions below national average. To provide additional impact to good practice, Early Help staff will attend the weekly Inclusion Panel that offers solutions for new children identified as at risk of exclusion. The outreach team will be supported by the Education Welfare team and Family Support workers based in the Pupil Referral Unit and Youth Offending team (included in existing service). The Family Support Workers will ensure that the whole families' needs are taken account of during their involvement. The emphasis will be on supporting BAME families to return to and keep their children in school. Children and Young People's service data will inform which young people to prioritise, for example, the percentage of BAME young people is 80% in the vulnerable children's cohort. It is likely to include children on statutory plans, Young Carers, children working with Early Help and known to have low school attendance. The Education Welfare service will be monitoring the number of new applications for "elective home education" and check that these are not known "school refusers", students with poor attendance or presenting other complexities. If the children fall into these categories, they will be given support to return to school. Secondary schools will be informed of the project and we will work in partnership with them to reach the young people most at risk of not returning to school. This will include Brent River College (Pupil Referral Unit) and independent Alternative Provision. Additional resources will be made available to young people who may be struggling with their emotional wellbeing, as a result of Covid-19. This could be due to bereavement, witnessing domestic abuse or low mood because of difficult conditions at home during lockdown. A mental health practitioner and mentors will provide this support. This would link directly to the effective Schools Forum (DSG) funded programme between schools and the Local Authority to improve educational outcomes for boys of Black Caribbean heritage and complement the DfE's Wellbeing for Education Return initiatives. There will be a focus on young people who completed year 11 in summer 2020 and whose educational destination is unclear with a risk of becoming NEET. The mentors will provide the young people with confidence building and personal resilience skills as well as linking them in to FE colleges and organisations to enable them to access employment, traineeships or apprenticeships. We will work with local FE Colleges and Connexions Personal Advisors to identify those young people who would benefit from the additional support of a mentor. This will start in October and will continue throughout the life of the project. **Approximately 150 young people per annum.**

Mentors will be providing intense support during the immediate recovery phase.

Trauma recovery training will be offered to voluntary sector agencies, all schools and local colleges in order that they develop knowledge, insight and provide support to students due to the impact of Covid-19.

4. Safety mapping and peer mapping are both contextual safeguarding tools which are of great value with young people affected by the multiple risks they experience in the community, including being groomed to join gangs, sexual exploitation and “county lines” drug trafficking.

This project proposes to *expand* the safety and peer mapping approach to work with more young BAME people who are starting to show signs that they are being negatively affected by Covid-19 and their wider environment following their first referral to Early Help services – the numbers of which were referenced above. These young people could be known by YOS Triage, Inclusion service, Family Solutions (Early Help), Pupil Referral Units, secondary schools and voluntary sector youth provision. Please note the training will be delivered in-house, not through the YJB grant.

Signs of Safety was adopted into practice across Children and Young People over 5 years ago and is part of the Brent Practice Framework. All staff are trained in Signs of Safety (SoS) and, therefore, familiar with Safety Mapping, although it is not currently used as widely as other SoS tools. Internal training will be provided to those practitioners not familiar with peer mapping.

Initial peer mapping with the young person should be carried out alongside a Safety Mapping exercise whereby the young person can identify areas of the borough where they feel safe or unsafe. In YOS, these areas are RAG rated which young people find helpful and increases their feeling of safety. This can help to direct conversation and help to contextualise the peer group in terms of potential gang associations. This is clearly of benefit in both identifying groups of young people who are known to each other and may be involved in gang activity and importantly by undertaking Safety Mapping with the young person, practitioners gain greater insight into possible trauma and any risks that the young person is experiencing.

The intention is that from the referral and during the initial assessment practitioners would pick up a combination of indicators which may flag up that the young person may be at risk of exploitation or criminal activity. This would include, but is not an exhaustive list:

- Regular short missing episodes
- Regular absences
- Missing education
- Multiple fixed term exclusions
- EHCP
- Young Carer
- Referred to the Inclusion panel because they are at risk of school exclusion
- Triage

If the young person met 3 of these, then the practitioner would discuss the appropriateness of Safety Mapping with their manager. Sufficient information could be gained at this point to offer the young person a mentor for 10-weeks to work on the risks identified in the Safety Mapping and also to engage them with local diversionary and sports activities. If the young people are working with Brent CYP, the whole family would receive appropriate support as identified in the assessment.

Other young people may present with greater risks and require peer mapping to understand the young person’s view of their peer group and the group dynamics. This information will inform whether the risks are wider than one young person and how to address these. The worker with the best relationship with the young person should do this. The outcome may be that multiple young people are provided with more intensive support. This could include any combination of the following - more frequent mentoring, emotional wellbeing or mental health support, specific gangs mentor, direct work

with their practitioner or an escalation to a higher level of support. Again the whole family would be provided with the appropriate support to develop resilience.

Providing this *additional* specialist early support and whole family support, will afford the optimum circumstances for reducing risks in the young person's life, leading to improved engagement with education, improved family life and a reduction in the likelihood of offending.

Initially there will be an experienced data officer, seconded from the service to set up the data monitoring requirements and kick start the project (that post would be back filled).

The data officer will assist with researching peer relationships, making connections between groups of young people, and identifying "hot spots" where young people live or congregate. All of this data can be utilised to inform detached youth work and shared with the Council's Community Protection and local Police teams, bringing about an improvement in the safety of the community.

This will come into operation in January 2021 (for the duration of the project) for cases open to Family Solutions, YOS Triage, Educational Welfare and Inclusion service and broadened to include young people being supported by schools and voluntary sector youth groups once effectively established. It is anticipated that **100-120 young people** will be supported through this new approach per annum.

5. Young people's community project – this connects to the Young People's panel. The panel will have influence over the selection of community cohesion projects that young people can become involved with via the new Family Wellbeing Centres. There will be a small budget, funded through this grant, to develop the approach in collaboration with the VCS. We work in close partnership with the Young Brent Foundation which has a membership of over 170 local youth agencies delivering a range of activities for young people. Organisations will also be encouraged to participate in the Trauma training.

Examples of potential projects are listed below and could include organising small scale sports tournaments between local neighbourhoods; developing community repair workshops (like the two-wheel repair shop) to encourage working alongside people of diverse ages and backgrounds, developing new skills and improving employability and identified young people choosing from a menu of activities that they may recommend to their peers as positive activities run in the community by the VCS, who would be members of the Young Brent Foundation, to address COVID related trauma. Young people will be referred in by agencies involved in the project delivery.

Effective handovers to the project, will support engagement, with their "key worker" checking in to support engagement through the time they are involved with the programme.

Young Brent Foundation membership delivers localised services that respond to the needs of young people and who may be commissioned to deliver community projects through this programme such as:

Unlocking Potential who work within London communities to transform the life chances of children with social, emotional and mental health needs (SEMH).

BANG Edutainment deliver numerous projects including art and creative therapy for young people. Phoenix Rising - Phoenix Rising is a charity working with children and young people in disadvantaged communities to raise aspirations, self-esteem, and self-worth to improve life chances and better prepare them to recognise and take advantage of opportunities when they arise. They run a steel pan orchestra.

QPR in the Community trust provide a range of opportunities which includes free community football sessions (Kicks), youth mentoring services, Soccer Schools, Employability services, Disability and SEN sport, Healthy Living projects, School-based sport programmes.

Global Thinking offer young women's (10-25 year olds) support to those who have experienced sexual violence with 1:1 and group work.

Ansar Youth Club runs after school sessions which provides tutoring, sports, gaming and recreational activities. In addition they provide informal learning opportunities such as careers workshops to music workshops. They offer both mixed and gender specific sessions, to respond to the cultural needs of the areas they serve.

This aspect would start in March 2021 and develop over the life time of the project and would work with a minimum of **100 young people** each year.

This funding will provide new opportunities for young BAME people newly identified as having experienced trauma through Covid-19 (supporting them back into education, enabling access to culturally sensitive services offered as a result of the research and YP Panel) and improved culturally sensitive services (through the research undertaken, the Young People's panel and improved risk mapping) for those young people we are already working with.

Governance will be provided by the Working with Families Strategic Board (WWFB), a sub-group of the Brent Children's Trust, which will provide support and challenge for the programme. This Board has responsibility for projects such as the review of Early Help services and the progress of the Troubled Families programme. Brent Children's Trust links into the Health and Wellbeing Board. The multiagency WWF Board is chaired by the Strategic Director of Children and Young People, with representatives of sufficient seniority to effect change and challenge within their agencies. Membership is drawn from within Council services such as Community Protection, Public Health and Employment and Skills, with external members from the voluntary sector, CCG, health agencies and the Metropolitan Police. The project and budget plan will be presented quarterly to the Board to monitor progress and spend, with 6-monthly reports to the Children's Trust.

The investment in this project will complement the work of the Children and Young People's department, schools, FE colleges and the third sector, by focussing on the impact of the pandemic and providing medium term, young person centred interventions to support their emotional, social and educational wellbeing, by offering a range of new initiatives as described which would otherwise not have been possible. All schools (60 primary, 14 secondary, 5 special, 4 nursery, 2 Pupil Referral Units and 2 Free schools), and third sector partners (Young Brent Foundation's membership) involved in the project will be offered training in trauma informed practice and provided access to a range of other workforce development opportunities. The intention is that this will inform their work with young people and enable them to identify needs and intervene at an earlier stage. The desired outcomes of this early intervention approach are to prevent escalation of the presenting issues and reducing the need for referrals to more costly statutory interventions. The objective for BAME young people undertaking any aspect of the programme is that they will develop new skills to navigate difficulties they may face in the future, with a reduction in the likelihood of offending, an increase in engagement with education and improved wellbeing and resilience.

This will be a data rich project, with in-depth information gained on a broad cohort of young people throughout the life of the project. Skills gained from the collection of Troubled Families data will be employed to ensure that it is securely stored and agile analysis tools used to extract data to show progress, and support the evaluation process. The data will be invaluable in shaping future services, informing funding plans and service commissioning.

3.2 Describe your evaluation methodology.

Please explain:

- a) How you will assess and evaluate the proposal to test whether it has achieved the stated outcome(s) and provides value for money?**
- b) Explain who will be doing the evaluating and;**
- c) What qualifies that individual(s)/ organisation to do this?**

The following evaluation methodology is designed to assess both the Newham and Brent proposals to test whether they have achieved the stated outcomes and provided value for money.

The outcomes for both boroughs, although having similarities, are not exactly the same. Strands of the methodology, therefore, may differ slightly, to effectively demonstrate outcomes for each where this is needed.

The outcomes

Evidence of impact for Newham and Brent are listed below.

Newham

- Whole system approach and whole family support is considered in 100% of cases
- Whole family support and approach is applied to 100% of all relevant cases
- Families address the effects of trauma due to COVID-19 in all cases where the intervention is completed
- 100% of schools adopt a trauma informed approach
- 95% fewer BAME young people have involvement in the criminal justice system and serious violence following involvement in the programme
- 85% of children and young people report ability to recognise and develop trusted relationships with adults
- 90% of children and young people improve critical thinking, psychological wellbeing, self-esteem, self-efficacy, resilience and non-violent ways of resolving problems as a result of the intervention and support
- 90% of adults report higher quantity and quality of trusted relationships
- 75% of parents improve their ability to recognise risks/concerns and are better able to keep child safe or to access appropriate support
- 85% of staff report improved collaboration/coordination.
- All schools staff improve capabilities and capacity to deal with trauma and SEMH and attachment disorder.
- 90% of participants successfully transition into year 6/7
- Community wealth improves and grows
- 85% 16-25 years olds successfully enter EET
- 90% 16-25 years olds feel empowered to participate in community action
- Movement in breaking down structural inequalities with improved change across wider partners and services

Brent

Overall we expect to see 100% activities using the Brent approaches of whole family working, key worker model, Signs of Safety and Trauma Informed Practice:

By the end of the young people's involvement in the programme

Mechanisms of change:

- o 90% young people feel heard and given the space to express themselves
- o 90% young people appreciate a return to routine and seeing their friends
- o 80% young people feel listened to and respected
- o 80% young people feel valued
- o 100% young people report feeling safe

Intermediate outcomes:

- o 80% young people experience improved emotional well-being and are more resilient.
- o 90% young people have improved engagement with services, i.e. schools, YOS officer
- o 90% reduced likelihood of exclusion
- o 90% increased engagement of young people in education, employment and training.
- o 90% increased engagement of young people with YOS interventions (e.g. weapons awareness, cannabis reduction programme)

- o 90% increased engagement of young people with mentoring, mental health support and substance misuse work
- o 100% schools and VCS providers are offered Trauma Informed approach training
- o 100% of school and VCS providers that take up the offer of Trauma Informed training complete the training by the end of the programme.

Long-term outcomes

- o Reduced offending/reduction in offending rate of by YOS triage cohort to 20%.
- o Reduction in proportion BAME young people in YOS cohort, AST and other targeted services by 10%.
- o 85% young people report improved well-being and happiness/improved school attainment
- o 90% young people have improved attendance and 90% reductions in exclusions
- o 100% of families report that family life is calmer and young people adhere to family boundaries.
- o 90% families report stronger relationships.
- o Of those schools and VCS providers that have attended the training, 80% understand and will use a trauma informed approach.

In order to measure this, base line data will be gathered on each young person at the start of their intervention, such as ethnicity, attendance, offending, exclusion and young people will be required to complete a pre- and post-engagement surveys to measure and quantify the softer outcomes, such as feeling valued and listened to and respected.

Identifying evaluators

Consistent with procurement rules, the intention is to seek and evaluate proposals for the appointment of an external evaluator. The expectation is of an external evaluator with current knowledge, including of all safeguarding policies and procedures (and has a valid DBS), and proved experience in the design and implementation of mixed method evaluations that involve young people, families and services that work with young people engaged in/at risk of crime and antisocial behaviour. Involving an external evaluator gives access to specialist skills and expertise, reduces management overheads and supports credibility, most particularly with project beneficiaries. For example, this benefits young people and families sharing more openly their experience of what was effective and what was less effective in engaging with the project.

The nature and extent of delivery of the planned outcomes within the Theory of Change for each project strand will drive the project evaluation strategy. We are also keen to understand the contribution of these outcomes to our understanding of value for money.

A mixed method evaluation is proposed given that learning from different project strands is best captured through different evaluation methods. For example:

- Strand 1 is amenable to surveying research participants about how sharing their views and informing service design and local practices made them feel (e.g. through short interview or survey) and desktop analysis about the way the research process and outcomes aligns with best practice research about using digital engagement methods
- Strand 5 is more amenable to an intervention-level impact evaluation. For example, there is a defined target group, scope for individual-level baseline and follow-up data collection, including linking individuals that have support to wider records held within Brent Children and Young People's Department (e.g. YOS, Children's Social Care) and outcomes which can be attributed to the community based projects. It will be important to ensure sufficient participation in the project to ensure statistical validity.

Mixed method evaluation also permits triangulation within the evaluation of individual project strands. For example, interviews and surveys with organisations and young people as part of strand 3 may

describe positive benefits from participation. Desktop analysis of the anonymised trajectories of young people that were supported may find that the benefits do not translate into engagement with employment, education or training once the intervention is concluded. A return on investment analysis will help evidence and assess the quantity of outcomes that make the proposed intervention successful.

As a mixed method evaluation, the evaluators will undertake both quantitative and qualitative data collection and analysis. Quantitative methods include pre/post intervention questionnaire analysis (e.g. changes in SDQ scores and any specifically designed questionnaires) and desktop review and analysis of statistical data (e.g. school attendance, youth offending data etc.), case management data and value for money inputs. This will also support cohort tracking work. Qualitative methods will include interviews and focus groups with young people, families and partners such as schools, voluntary organisations and practitioners engaged in different project strands.

Data collection and analysis methodologies will be agreed as part of the inception of each strand with a steering group comprising representatives of Early Help and voluntary sector agencies involved in project delivery from both boroughs. This could include the YJB, if of interest. In this way, the evaluation will build data collection processes into project implementation from the outset to help with tracking progress towards outcomes as part of the Theory of Change. This includes:

- agreeing and implementing processes to secure the consent of individuals to participate and share data as part of evaluation processes
- agreeing and implementing processes to ensure statistical validity (e.g. randomisation, sampling etc.) and anonymity in reporting for cases where the evaluator has access to personalised data shared with the consent of individuals
- agreeing and implementing value for money approaches that have credibility with decision makers
- co-producing with young people forming part of strand 2, relevant data collection tools for the evaluation (so the evaluation itself contributes to securing anticipated outcomes of strand 2)
- ensuring outputs are scheduled to support planning to make improvements throughout the project life; which also offers flexibility to make adjustments to evaluation and reporting processes so evaluation outputs are maximally relevant
- the steering group acting as a body for reviewing, testing and finalising draft evaluation outputs.

We are particularly keen that the evaluation includes tracking of progress for young people post intervention. This will help support the development and sharing of insight about the longer-term outcomes and what common aids and barriers, if any, there were to the sustainability of particular outcomes. This will include desktop review work based on access to relevant records (consistent with data protection, confidentiality, anonymity, consent requirements described above) and follow-up depth interviews with a sample of young people and families that have been supported at quarterly intervals in the year after the intervention has closed. This type of evaluation methodology in service evaluations has shown this to add greater insight into the efficacy of interventions, understanding of what works, and to value for money analysis.

Ethical issues

We will ensure that consent is gained from participants, children, young people, parents and professionals, ensure confidentiality of participants, and protect anonymity throughout the course of the evaluation, ensuring information is not directly linked to participants

3.3 Describe your plans to actively disseminate the learning or replicate good practice.

Please explain:

- a) Who the findings will be shared with and how they will use this information;**
- b) What steps you will be taking to ensure that best use is made from the learning best practice from this proposal**

(Please note that solely putting a report on a website and/ or holding a conference are not sufficient.)

The findings of the evaluation will first be shared with the steering group and will then be shared with key stakeholders who had a direct involvement in the project. The interim and then the final report will be presented to the cross-cutting forums in Newham and Brent that discuss equalities, education, SEND, youth safety, 14-19 response, Community Wealth Building and working with the VCS. It is essential that sharing of good practice starts as soon as possible and as findings emerge, they will be shared at various YJB and Social Care groups. These will be identified as interim findings of good practice, with successful outcomes.

The final report will be shared with internal boards with governance over the work and stakeholder forums with interest in the work, namely:

- The Health & Wellbeing Board
- Safeguarding Children Partnership
- Safer Newham partnership and Safer Brent Partnership
- Early Help Partnership Board in Newham and Working with Families Strategic Board in Brent
- The Head Teachers' Forum
- Emotional Wellbeing Partnership Group
- The YOS Board
- Brent Children's Trust

There will then be a series of events, many of which will be delivered jointly by Brent and Newham, some of which will be organised externally where the findings will be shared. This may include the Youth Justice Convention. Other boroughs, bodies and sectors will be invited to learn about the project. This also will include ALDCS, the MOJ, the Home Office, the MHCLG, the VRU/MOPAC, YOS Management Boards and YOS managers' forums.

Webinars will be conducted to maximise those who can learn about the project, including having participants sharing their experience. Those from key government departments with an interest in this area will be targeted for attendance at these events. The Corporate Director of Brighter Futures is the project sponsor for Newham and the chair of the London Network of Youth Justice Leaders. The DCS is the project sponsor for Brent and Educational Achievement Policy Committee Chair of ALDCS. They will jointly host the webinars and other events sharing the learning of the project.

3.4 Describe how you will sustain the project after the grant funding has ended.

Please explain:

- a) What measures you will take to engage with commissioners and/ or national bodies to ensure that successful services will be funded long-term and;**
- b) How will the work of this project will be sustained/ supported going forward?**

(A) Locally commissioners from Children's Services, Public Health and the CCG have been engaged in shaping the proposals and will be involved in shaping the delivery and oversight of the work through a joint Newham and Brent steering group.

The fact that we are participating in this pathfinder and its aims will be shared as widely as possible,

this is mainly because it is aligned so clearly with all the relevant strategies and initiatives currently underway in Newham and Brent, and in order to raise the profile so that commissioners and potential funders are engaged. In Newham, the Project Manager will sit on all the relevant strategic groups to ensure the project has a high profile and ongoing commitment. In Brent, there is work underway to raise the profile of the project across the relevant groups and services. The project sponsors will use their positions on regional and national bodies to promote the work of the project, this will include ensuring that MOPAC/the VRU, the Home Office, DfE and MHCLG are aware of its existence and are keen to consider any further long term funding bids.

B) The work of this pathfinder in Brent and Newham is not only aimed at changing the lives of individual children and their families. We are aiming for system change, so practice, policies, procedures and behaviours are changed in organisations who respond to BAME children and their families.

Work in organisations will change the culture, response and behaviours of the organisation, such that, all staff in schools who have committed to adopt a trauma informed approach will embed good practice, so that whichever member of staff comes into contact with a BAME young person, the response will be culturally competent and trauma informed. We will have standards that the school will have to meet on an on-going basis to be considered a trauma informed school. We will monitor adherence to these standards and support them to be maintained. This will include, for example, having a minimum number of staff members who have received the relevant training in the staff team at any one time. We will support the training of new staff at induction through consideration of the train the trainer model to ensure that it is not reliant on the project for the work to continue.

The mentoring scheme using BAME workers is already business as usual through the YOS in Newham. In Brent, this project is enabling us to establish this work by increasing the number of mentors and mentees and providing bespoke training to support young people who have experienced trauma. After the project this work will continue to be delivered through the YOS and the Brighter Futures Directorate as business as usual in Newham and in Brent through the YOS Accelerated Support team and Early Help teams.

In Brent, few education staff have attended trauma informed training. Our aim is involve as many school staff as possible. They are currently training teachers, designated safeguarding leads and other school staff to work in a trauma informed way. This will ensure that there is a critical mass of staff delivering this work as business as usual

Section 4 - Mandatory Documentation

4.1 Please confirm your organisation has:

- √ Equal Opportunities Policy Statement
- √ Health and Safety Policy Statement
- √ Staffing Structure for Project

ANNEX 2 –THE FUNDED ACTIVITIES

Background/purpose of the Grant

The COVID-19 pandemic in 2020 has seen unprecedented levels of infection rates, resulting in 43,730 deaths in the UK, up to and including, the 30th June 2020. The Public Health England Report Beyond the data: Understanding the impact of COVID-19 on Black, Asian, Minority Ethnic (BAME) groups stated that there is “clear evidence that COVID-19 does not affect all population groups equally.” Many analyses have shown that age, ethnicity, sex and geographical area are associated with the risk of getting the infection, experiencing more severe symptoms and higher rates of death. The Public Health England (PHE) review of disparities in the risk and outcomes of COVID-19 shows that there is an association between belonging to some ethnic groups and the likelihood of testing positive and dying with COVID-19. Death rates from COVID-19 were higher for Black and Asian ethnic groups when compared to White ethnic groups. In addition, BAME people admitted to hospital tended to be a decade younger than white people. The Office for National Statistics produced data sets relating to deaths involving COVID-19 by local area and socioeconomic deprivation: deaths occurring between 1 March and 17th April 2020, showed that London had the highest age-standardised mortality rate. Newham had the highest age-standardised rate with 144.3 deaths per 100,000 population followed by Brent with a rate of 141.5 deaths per 100,000 population. Both these boroughs also have diverse BAME communities, which is why they were selected for this Pathfinder project.

The anxieties of many children have increased during lockdown, with some seeing an increase in Adverse Childhood Experiences (ACEs) as a result of experiencing grief, bereavement, discrimination, victimisation, separation to name a few due to the pandemic and lockdown. There have been reports in the media about increase in domestic violence during COVID and mental health impact on parents (as these are both recognised ACEs). Lockdown has made suffering from bereavement tougher, the loss of a loved one has been harder and grief harsher during the pandemic, as many communities have not been able to follow funeral rites and say goodbye to loved ones. ACEs have a tremendous impact on future violence victimisation and perpetration, and lifelong health and opportunity, with research showing that those that have suffered 4 or more ACEs can make them more likely to be involved in violence, as victim, perpetrator or both.

By working in close partnership with the Local Authorities (LA's) this pathfinder will aim to support BAME families and children that have an increased level of ACEs due to the pandemic and lockdown and prevent them getting involved in the Youth Justice System (YJS) in years to come as either victims or perpetrators. This project is specifically looking at the prevention of BAME children entering the YJS due to ACEs and the disproportional impact of COVID-19, which would work to reduce over representation within the YJS. As part of this project we will endeavour to treat children as children and ensure that their rights are upheld, that they are fully included and engaged in the project, have access to interventions that allow them to reach their potential and ultimately are kept safe and out of the justice system.

The aims and long term objectives of this Pathfinder Project include;

1. What has been the impact of COVID-19 for BAME families in the LA. i.e. how many additional families are now classed as vulnerable/ at risk?
2. To offer targeted support for BAME children and families who have become 'at risk' due to the impact of COVID-19.
3. A multi-agency partnership approach, offering a holistic support package which is tailored to meet each child's individual needs.
4. Minimise the number of BAME children from Brent and Newham who enter the YJS as perpetrators, as a result of COVID 19.
5. Work in partnership with LA's for BAME children and ensure that BAME children in Brent and Newham are offered additional support, to address trauma experienced because of the pandemic and original national lockdown.
6. Ensure this project is evaluated and dissemination of effective practice is iterative and both formative and summative. Disseminate effective practice to other LA's in addition to wider sharing within the sector.
7. Any specific issues for BAME LAC children that have been identified through this project, to be shared and learning to be disseminated continually with other LAs, wider sector sharing and address any issues through YJB's Over-Representation strategic objective group.
8. Align this Pathfinder with the Over Representation strategic objective and focus on the preventative aspect for BAME families.

Funded Activities

The impact of Covid-19 has compounded the effect of "adverse childhood experiences" (ACEs) that many young people in Brent have already experienced, therefore, the project will focus on alleviating this impact, particularly amongst young people not previously known to services. We seek to address the issues affecting young BAME people in a holistic way by:

1. supporting them to re-engage/engage with education
2. supporting their emotional wellbeing (mental health and mentoring)
3. involving whole family interventions to reduce risk of issues escalating (safety and peer mapping)
4. empowering young people by skilling them up to feedback on services they have experienced
5. providing young people with access to a full range of positive activities.

Brent LA will deliver the following activities through this Grant funding;

1. A research programme
2. Develop a young people's Panel
3. Develop an Outreach programme
4. Expand the Safety mapping and peer mapping process
5. Set up a young people's community project

ANNEX 3 – PAYMENT SCHEDULE

Split instalment payments per year	Grant Sum Payable	Payment Date
Year 1 (for period Oct 2020 – 31/03/2021)	£197,100 total grant for year 1 £137,970 £59,130	Before the end of October 2020 Before the end of January 2021
Year 2 (for period 01/04/2021 - 31/03/2022)	£249,703 total grant for year 2 £174,792 £74,911	The payment for the financial year 21/22 is subject to Grant compliances being completed Before the end of July 2021 Before the end of January 2022
Year 3 (for period 01/04/2022 - 31/03/2023)	£250,000 total grant for year 3 £175,000 £75,000	The payment for the financial year 22/23 is subject to Grant compliances being completed Before the end of July 2022 Before the end of January 2023
Total for Grant	£696,803	

ANNEX 4 – GRANT RECIPIENT'S BANK DETAILS

If this is a new setup or the bank details have changed recently from the previous year follow the instructions below.

Please note, the grant will be paid to a **Local Authority Bank Account only**.

We require the following information on **letter headed** document (not an invoice), that cannot be edited:

Name of your Organisation

Your Address

DUNS number

Your Bank Name

Your Bank Branch

Bank Sort Code

**Your Bank Account Number
(8-digit number only)**

Bank Account Name

Contact Name

Contact Telephone/Fax Number

**Email address of Local Authority Finance Team
(Mandatory)**

Thank you for your co-operation

Please email to: YJBGrants@yjb.gov.uk

Phone: 020 3334 5451

ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE

(Breakdown of forecast grant expenditure)

No.	Item	Year One Oct 2020 – March 2021	Year Two April 2021 – March 2022	Year Three April 2022 – March 2023
1	Senior project lead PO7 (start up costs)	20,000	0	0
2	FTE project Co-ordinator PO1	0	50,257	50300
3	Youth Participation Worker PO1	20000	50257	50300
4	Emotional wellbeing practitioner 0.4 (increases in year 2/3 to 0.5)	15000	41570	41600
5	Trauma informed training	7100	10,400	10,500
6	Mentors	21000	20000	20000
7	VCS Community Project	0	11000	11000
8	Mentor FTE, SO2 and outreach	27,000	0	0
9	0.5 EWO PO2	15000	0	0
10	Data Analyst 0.5 PO2 (start up cost in yr 1)	20,000	18219	18300
11	Panel costs	1000	3000	3000
12	Admin/IT costs	26000	20000	20000
13	Evaluation Cost	25000	25000	25000
GRANT TOTAL		197,100	249,703	250,000

ANNEX 6 – AGREED OUTPUTS AND LONG TERM OUTCOMES

The Grant Recipient is required to achieve the following agreed output targets over the duration of this Grant funding, which will commence on 21st October 2020 and end 31st March 2023:

Outcome	Target from October 2020- 31/03/2023
A short research programme	90 young people
Young People’s panel	125 young people
Outreach Project	375 young people
Safety mapping and peer mapping	250 young people
Young people’s community project (commence March 2021)	200 young people

Outcomes measures – evidence of impact:

Progress against these direct measures will be reported by the Grant Recipient as part of the review meetings with the YJB. In addition to the annual review meeting, these will be monthly in year 1, quarterly in years 2 and 3. By the end of the Pathfinder Project, the Grant Recipient will report on the outcome measures below (as detailed in Annex 1, Part B) to show evidence of impact.

Overall Brent LA expect to see 100% activities using the Brent approaches of whole family working, key worker model, Signs of Safety and Trauma Informed Practice:

By the end of the young people’s involvement in the programme;

Mechanisms of change:

- 90% young people feel heard and given the space to express themselves
- 90% young people appreciate a return to routine and seeing their friends
- 80% young people feel listened to and respected
- 80% young people feel valued
- 100% young people report feeling safe

Intermediate outcomes:

- 80% young people experience improved emotional well-being and are more resilient.
- 90% young people have improved engagement with services, i.e. schools, YOS officer
- 90% reduced likelihood of exclusion
- 90% increased engagement of young people in education, employment and training.
- 90% increased engagement of young people with YOS interventions (e.g. weapons awareness, cannabis reduction programme)
- 90% increased engagement of young people with mentoring, mental health support and substance misuse work
- 100% schools and VCS providers are offered Trauma Informed approach training
- 100% of school and VCS providers that take up the offer of Trauma Informed training complete the training by the end of the programme.

Long-term outcomes

- Reduced offending/reduction in offending rate of by YOS triage cohort to 20%.
- Reduction in proportion BAME young people in YOS cohort, AST and other targeted services by 10%.
- 85% young people report improved well-being and happiness/improved school attainment
- 90% young people have improved attendance and 90% reductions in exclusions 100% of families report that family life is calmer and young people adhere to family boundaries.
- 90% families report stronger relationships.
- Of those schools and VCS providers that have attended the training, 80% understand and will use a trauma informed approach.

ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	Mamps Gill
Position in organisation	Programme Officer
Email address	Mamps.gill@yjb.gov.uk
Telephone number	07866146177
Fax number	
Postal address	Youth Justice Board for England and Wales, Clive House, 70 Petty France, London, SW1H 9EX

This information is correct at the Commencement Date. The Authority will send a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Agreement is:

Reference	
Organisation	Brent Local Authority
Name of contact	Nigel Chapman
Position in organisation	Operational Director - Integration & Improved Outcomes Children & Young People's Services
Email address	Nigel.chapman@brent.gov.uk
Telephone number	Tel: 0208 937 4456 (working hours) Mobile / Out of hours: 07876 001732
Fax number	
Postal address	London Borough of Brent, 4 th Floor Civic Centre, Engineers Way, Wembley, London HA9 0FJ

Please inform the Authority if the Grant Recipient's main contact changes.