

# **PARTNERSHIP GRANT AGREEMENT**

Between

**SOCIALKIND  
&**

**SUFFOLK COUNTY COUNCIL**

4<sup>th</sup> October 2022 – 31<sup>st</sup> March 2024

Ref: GFPH533

THIS AGREEMENT is dated 12 September 2022

Between “(the Parties)”:

- (1) **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (“the Council”), and
- (2) **SocialKind** of 14 Beeleigh Road, Maldon, Essex, CM9 5QH  
Company Registration: 12655361

## **BACKGROUND**

- (A) The Council has agreed to provide with a Grant of £95,000 on the terms of this Grant Agreement.
- (B) The Grant is to be applied by SocialKind in delivering against the Council’s strategic priorities, as reflected in the Outcomes.
- (C) The terms of this Grant Agreement are intended to ensure that the Grant is used for the purpose for which it is awarded.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. The definitions and rules of interpretation in this clause apply in this Grant Agreement.

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

**Consent:** means any approval, consent, exemption, licence, permission or registration by of or from any governmental or other authority or any other person including but not limited to consents required from the freeholder any adjoining owner or any mortgagee of the Site or from the local planning authority in relation to the Works or any part thereof or otherwise required to enable the same to be lawfully carried out and maintained;

**EIR:** means the Environmental Regulations 2004 and as amended from time to time

**Expiry Date:** means 31 March 2024.

**FOIA:** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

**Grant:** the sum of £95,000.

**Grant Agreement:** means this grant agreement including all schedules and appendices

**Information:** has the meaning given under s84 of the FOIA

**Intellectual Property Rights:** means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**Law:** means all or any law applicable within the United Kingdom (whether civil, criminal or administrative), common law, statute, statutory instrument, treaty, regulation, directive, bylaw, circular, code, guidance note, order, notice, demand, decree, injunction, resolution, judgment or requirement of any government, quasi-government, supranational, federal, state or local government, statutory or regulatory body, statutory undertaker, court, or any other person or body in any jurisdiction.

**Lead Officer:** The lead officer appointed by the Council in the management and oversight of this grant agreement

**Outcomes:** means the outcomes set out in clause 4.

- 1.2. Clause, schedule and paragraph headings do not affect the interpretation of this Grant Agreement.
- 1.3. A reference to this Grant Agreement (or any provision of it) or any other document shall be construed as a reference to this Grant Agreement, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties.
- 1.4. A reference to a person shall include a reference to an individual, firm, company, corporation, unincorporated body of persons, or any state (or any agency of that person) and a reference to the singular shall include the plural and vice versa (unless this is inconsistent with the context).
- 1.5. A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or extension, or re-enactment and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6. A reference to writing or written does not include fax or e-mail.

- 1.7. A Schedule or Appendix to this Grant Agreement shall be treated as if part of the main body of this Grant Agreement.

## **2. PURPOSE OF THE GRANT**

- 2.1. Funding under this Grant Agreement is not project funding but is “allocated grant-in-aid” i.e. it is the Council’s contribution towards the delivery of SocialKind’s Strategic Aim/core purpose to ensure the delivery of the two organisations’ joint priorities.
- 2.2. SocialKind agrees to use its best endeavours to arrange and provide its activities in such a way as to ensure compatibility with the shared aims and objectives set out in Condition 3 below.
- 2.3. SocialKind shall use the Grant only for this purpose and in accordance with the terms of this Grant Agreement.

## **3. STRATEGIC AIMS AND PRIORITIES**

- 3.1. The Council has a set of strategic priorities, as follows:
  - 3.1.1. Inclusive growth
  - 3.1.2. Health, Care, and Wellbeing
  - 3.1.3. Efficient and effective Public Service
  - 3.1.4. Help reduce the spread of Coronavirus
- 3.2. The strategic aims of SocialKind are:
  - 3.2.1. Engage people and communities to build trusted online relationships
  - 3.2.2. Influence and foster behaviour change
  - 3.2.3. Build and foster online communities to support social wellbeing
- 3.3. The priorities of Community Circles are to:
  - 3.3.1. Empower – encouraging residents and businesses to take ownership of their own digital communities
  - 3.3.2. Connect – Helping people to get the support they need, while reducing isolation, by providing online communities with digital admins
  - 3.3.3. Inform – Raising public awareness by presenting vital information and messages in an entirely new and engaging manner
- 3.4. The aims and priorities, and consequent activities of SocialKind contribute directly to the strategic priorities of the Council.
- 3.5. It is the intention of SocialKind and the Council that this Grant Agreement will form the foundation stone for the development and maintenance of strong

working partnerships with each other. The Parties have established and compatible aims and priorities. The Parties seek to enhance their collective effort to improve the quality of life for people in Suffolk.

#### **4. OUTCOMES**

4.1. By the end of the period of this Grant Agreement:

- 4.1.1. Outcome 1: Continue to map and connect with digital communities in Suffolk around shared themes
- 4.1.2. Outcome 2: More people in Suffolk receive support and assurance around key issues surrounding their health and wellbeing
- 4.1.3. Outcome 3: Enhanced communication in Suffolk across specific communities i.e. hard to reach, veterans
- 4.1.4. Outcome 4: Influencing behaviour change to influence people in Suffolk to join digital communities and participate by helping others and tackle misinformation
- 4.1.5. Outcome 5: Recruit and train community admins in Suffolk to build in sustainability throughout the period of this agreement
- 4.1.6. Outcome 6: Support the transition of the community manager role to a specified Suffolk VCFSE organisation

And SocialKind shall make such progress towards these Outcomes across the 18-month term of this Grant Agreement as shall be set out in the Outcomes Plan or as is otherwise reasonably required by the Council from time to time

4.2. Support the following initiatives of mutual interest to SocialKind and the Council:

- 4.2.1. Initiative 1: Supporting health and wellbeing, providing targeted messages to communities.
- 4.2.2. Initiative 2: Build community resilience, support the right communication and promote recovery.
- 4.2.3. Initiative 3: Social and emotional support targeted by communities
- 4.2.4. Initiative 4: Boosting engagement with communities and the Council, for example through the Health and Wellbeing Board

#### **5. SOCIALKIND OBLIGATIONS:**

**SocialKind shall:**

- 5.1. Act legally and within its own declared constitution and agreed standing orders.
- 5.2. Maintain adequate records and monitoring systems (which are accessible to the Council) to measure the achievement of the Outcomes and compliance with the terms of this Grant Agreement.

- 5.3. Meet mutually acceptable standards of good practice in employment of both paid and voluntary staff. This includes taking reasonable steps to ensure there is no modern slavery or human trafficking in SocialKind's supply chain or in any part of their organisational processes.
- 5.4. Have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to eliminate discrimination, advance equality of opportunity and foster good relations, proportionate to the service being delivered as set out in this Grant Agreement. This will include demonstrating equalities in employment and delivering services that are appropriate to meet service user needs.
- 5.5. Supply the Council for the duration of this Grant Agreement (no later than three months after the end of the year in question) with a statement of Accounts and an Annual Report in which the support and financial contribution of the Council will be acknowledged.
- 5.6. Ensure that the delivery of its obligations under this Grant Agreement and the provision of its activities will not infringe any intellectual property rights of any third party and SocialKind agrees during and after the period of this Grant Agreement to indemnify and keep indemnified the Council against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause 5.6
- 5.7. Use its best endeavours to arrange and provide its activities in such a way as to ensure compatibility with the shared aims and priorities of the Parties and to deliver on the Outcomes.
- 5.8. Do nothing which overrides or conflicts with the shared aims and priorities of the Parties.
- 5.9. At all times (and use its reasonable endeavours to procure that its staff shall) comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Community Circles were a public body (as defined in the Human Rights Act 1998).
- 5.10. Undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.
- 5.11. Notify the Council in advance of its intention to apply to a third party for other funding for the Project, and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. SocialKind agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

- 5.12. Should any part of the Grant remain unspent at the Expiry Date, ensure that any unspent monies are returned to the Council, unless otherwise agreed in writing by the Council.

## **6. THE COUNCIL'S OBLIGATIONS**

### **The Council shall:**

- 6.1. Subject to the terms and conditions of this Grant Agreement, pay a fixed sum of £95,000 to enable SocialKind to deliver the Outcomes set out in clause 4.
- 6.2. Pay the Grant in six-monthly instalments as follows: £35,000 for the first six month period (October 2022 to March 2023) and the remaining £60,000 split into two instalments over the period 1 April 2023 to 31 March 2024.
- 6.3. Give consideration to applications for additional funding to meet the costs of approved expansion or diversification of SocialKind's activities in line with the Council's funding strategy, provided that this is within relevant state aid laws.
- 6.4. Provide ongoing support to SocialKind and to nominate a specific officer to be responsible for customer relationship management between both organisations.
- 6.5. Promote the role and value of the work undertaken by SocialKind and, where appropriate, ensure that this is acknowledged in appropriate documents.

## **7. STATE AID**

- 7.1. The Grant is not deemed to be State Aid as the Council does not consider that the Grant either distorts (or has the potential to distort) competition or affects trade between EU Member States.

## **8. WARRANTIES AND REPRESENTATIONS**

- 8.1. SocialKind represents and warrants to the Council that:
  - 8.1.1. it has all necessary resources and expertise to deliver the Outcomes and meet its obligations under this Grant Agreement (assuming due receipt of the Grant);
  - 8.1.2. it has not acted fraudulently or negligently or applied for the Grant in a manner which is fraudulent, materially incorrect or materially misleading;

- 8.1.3. neither SocialKind nor its staff nor anyone acting on its behalf has offered, given or agreed to give to anyone any inducement or reward or confer any other benefit in respect of this Grant Agreement or otherwise commits or has committed an offence under the Bribery Act;
- 8.1.4. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- 8.1.5. it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety which may apply to its employees;
- 8.1.6. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 8.1.7. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 8.1.8. all financial and other information concerning SA which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- 8.1.9. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- 8.1.10. it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Grant Agreement.

## **9. MONITORING, REPORTING AND REVIEW**

- 9.1. This Grant Agreement will be formally reviewed annually ("the Annual Review"), such Annual Review being completed within 3 months of the end of the each financial year that the Grant relates to, with senior representatives of each party addressing the issues of delivery of the Outcomes and forward planning that arise from this Grant Agreement. These issues shall be as agreed between the Parties, or in the absence of agreement, shall be as specified by the Council's signatory or representative.
- 9.2. An Annual Outcomes Plan shall be agreed for each year of this Grant Agreement, and in the absence of agreement, shall be as specified by the Council's signatory or representative. The Annual Outcomes Plan shall set the key measurables used to evaluate the success of this Grant Agreement



and the first Annual Outcomes Plan is attached as Appendix 1. The Annual Outcomes Plans for each following year shall be agreed following the Annual Review described in clause 9.1

- 9.3. A Project Action Plan shall be agreed for each year of this Grant Agreement, and in the absence of agreement, shall be as specified by the Council's signatory or representative. The Project Action Plan shall set the key measurables used to evaluate the success of this Grant Agreement and the first Project Action Plan is attached as Appendix 2. The Project Action Plan for each following year shall be agreed following the Annual Review described in clause 9.1
- 9.4. A Grant Finance Template shall be agreed for each year of this Grant Agreement, and in the absence of agreement, shall be as specified by the Council's signatory or representative. The Grant Finance Template shall set the key measurables used to evaluate the success of this Grant Agreement and the first Grant Finance Template is attached as Appendix 3. The Grant Finance Template for each following year shall be agreed following the Annual Review described in clause 9.1
- 9.5. In addition to the Annual Review referred to at clause 9.1 above, this Grant Agreement shall be regularly reviewed by the Parties in terms of the delivery of outcomes by SocialKind as follows:
  - 9.5.1. Regular monitoring meetings between the Parties, to be agreed, but not less than 2 per month over the duration of the project.
  - 9.5.2. All Board papers, including those tabled at meetings, will be sent to the Lead Officer, at the same time as papers are circulated to Board members.
- 9.6. The Parties agree that additional reviews will take place periodically throughout the year if requested by either party to this Grant Agreement.
- 9.7. The Council's Lead Officer with regards to this Grant Agreement will have ongoing dialogue with colleagues and SocialKind so both Parties are aware of any work that impacts on the outcomes of this Grant Agreement and to discuss how they can progress the Parties' shared objectives.
- 9.8. If the Council considers that SocialKind is not delivering sufficiently on the Outcomes in this Grant Agreement this may lead to a clawback of a proportion or all of the Grant.
- 9.9. In the final year of this Grant Agreement there will be a review ("Final Review") to see if the purpose of this Grant Agreement is still valid and whether this funding model is the most appropriate to take forward into further funding period.

- 9.10. Following the Final Review there may be the opportunity, by mutual consent, at the end of this Grant Agreement to replace this Grant Agreement with a new agreement. The Parties agree to use reasonable endeavours to ensure that negotiations are finalised, in principle, at least six months before the end of this Grant Agreement. For the avoidance of doubt, neither Party is under any obligation to offer or accept a further agreement.
- 9.11. SocialKind shall on request provide the Council with such information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Grant Agreement.
- 9.12. SocialKind shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating SocialKind's fulfilment of the conditions of this Grant Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 9.13. SocialKind shall permit any person authorised by the Council for the purpose to visit SocialKind once every quarter to monitor this Grant Agreement. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor, it shall be entitled to authorise any person to make such visits on its behalf.
- 9.14. SocialKind shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.
- 9.15. SocialKind shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, SocialKind's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 9.16. The Lead Officer will be invited to observe recruitment of all senior management posts at SocialKind during the period of this Grant Agreement.

## **10. CONFIDENTIALITY**

- 10.1. Subject to clause 10.2 each party shall during the term of this Grant Agreement and thereafter keep secret and confidential all Intellectual Property Rights or other business, technical or commercial information disclosed to it as a result of this Grant Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in

accordance with the terms of this Grant Agreement or save as expressly authorised in writing by the other party.

- 10.2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights or other business, technical or commercial information which:
  - 10.2.1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Grant Agreement by the receiving party;
  - 10.2.2. Is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - 10.2.3. is at any time after the date of this Grant Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## **11. FREEDOM OF INFORMATION**

- 11.1. SocialKind acknowledges that the Council is subject to the requirements of the FOIA and the EIR and agrees to provide all necessary assistance and cooperation (at SocialKind's expense) to enable the Council to comply with these information disclosure requirements.
- 11.2. The Council shall be responsible for determining at its absolute discretion whether any Information:
  - 11.2.1. is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
  - 11.2.2. is to be disclosed in response to a request for Information, and in no event shall SocialKind respond directly to a request for Information unless expressly authorised to do so by the Council.
- 11.3. SocialKind shall ensure that all Information produced in the course of the Grant Agreement or relating to this Grant Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.
- 11.4. SocialKind acknowledges that the Council operates in accordance with the principles of the government's "transparency agenda" which means that this Grant Agreement may be published by the Council.

## **12. LIABILITY, INDEMNITY AND INSURANCE**

- 12.1. SocialKind agrees to effect and maintain adequate insurance cover with a reputable company in respect of all risks which may be incurred by SocialKind, arising out of SocialKind's performance of this Grant Agreement, including death or personal injury, loss of damage to property or any other loss.
- 12.2. The insurance cover pursuant to clause 12.1 shall include:
  - 12.2.1. Public Liability in the sum of a minimum of £5,000,000 (five million) per claim;
  - 12.2.2. Employers Liability in the sum of £5,000,000 (five million) per claim;
  - 12.2.3. Trustee and Officers Indemnity in the sum of £2,000,000 (two million) per annum;
  - 12.2.4. Fidelity Guarantee in respect of Trustees/Officers in the sum of the Grant per claim;
  - 12.2.5. Professional liability insurance in the sum of £2,000,000 (two million).
- 12.3. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Grant or from withdrawal of the Grant. SocialKind agrees to indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of SocialKind in relation to its obligations under this Grant Agreement or its obligations to third parties.
- 12.4. Subject to clause 12.3 the Council's liability under this Grant Agreement is limited to the payment of the Grant.
- 12.5. Any liabilities arising at the end of this Grant Agreement (howsoever determined) including any redundancy liabilities for staff employed by SocialKind must be managed and paid for by SocialKind using the Grant or other resources of SocialKind. There will be no additional funding available from the Council for this purpose.
- 12.6. SocialKind agrees to supply to the Council annually, and at any other time within 14 days of written request, a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that SocialKind has complied with clause 12.1

### **13. ASSIGNMENT AND SUB-CONTRACTING**

- 13.1. The Council may assign, novate or otherwise transfer the agreement (in whole or in part) to any successor authority(ies) and SocialKind agrees to facilitate this process by providing such information and by entering into such agreements as the Council and/or its successors may require to give effect to the assignment novation or other transfer.
- 13.2. SocialKind may assign, novate or otherwise transfer the agreement (in whole or in part) to any successor organisation(s) and the Council agrees to facilitate this process by providing such information and by entering into such agreements as SocialKind and/or its successors may require to give effect to the assignment novation or other transfer.

### **14. TERMINATION**

- 14.1. Without prejudice to the Council's other rights and remedies, the Council may terminate this Grant Agreement immediately by written notice to SocialKind if any of the following applies:
  - 14.1.1. SocialKind commits a material breach of this Grant Agreement which is not capable of being remedied;
  - 14.1.2. SocialKind has acted fraudulently or negligently or it has applied for the Grant in a manner which is fraudulent, materially incorrect or materially misleading;
  - 14.1.3. SocialKind or its staff or anyone acting on its behalf offers, gives or agrees to give or gave or agreed to give to anyone any inducement or reward or confer any other benefit in respect of this Grant Agreement or otherwise commits or has committed an offence under the Bribery Act 2010;
  - 14.1.4. SocialKind ceases to operate all or the substantial part of its services;
  - 14.1.5. SocialKind:
    - 14.1.5.1. in the opinion of the Council becomes unable to meet its debts as they fall due;
    - 14.1.5.2. suffers any distress or execution to be levied commits an act of bankruptcy makes any composition with creditors has a receiver appointed or goes into liquidation;

- 14.1.5.3. becomes bankrupt or makes a composition or arrangement with its creditors or has a proposal in respect of its company for a voluntary arrangement or a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986;
  - 14.1.5.4. has an application made under the Insolvency Act 1986 to the court for the appointment of any administrative receiver;
  - 14.1.5.5. has a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed;
  - 14.1.5.6. has a provisional liquidator receiver or manager of its business or undertaking appointed;
  - 14.1.5.7. has an administrative receiver as defined in the Insolvency Act 1986 appointed;
  - 14.1.5.8. has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;
  - 14.1.5.9. Is in the circumstances which entitle the court or a creditor to appoint or have appointed a receiver or manager or administrative receiver or which would entitle the court to make a winding up order.
- 14.1.6. SocialKind is in breach of any of the warranties set out at clause 8
- 14.2. Either Party may terminate this agreement immediately by written notice to the other if the other party commits a material breach of this agreement which is capable of being remedied, but fails to remedy the breach within 30 days of a written notice giving particulars of the breach and requiring it to be remedied.
- 14.3. For the avoidance of doubt (and without any limitation on other material breaches) a material breach of this Grant Agreement will occur if SocialKind fails:
- 14.3.1. to achieve any key element of the Annual Outcomes Plan
- 14.4. Either party may terminate this Grant Agreement by giving 1 months' notice in writing to the other.

## **15. CONSEQUENCES OF TERMINATION**

- 15.1. In the event of termination by either party no further payment of the Grant will become due or payable after the date upon which the termination takes effect;
- 15.2. In the event of termination by the Council (except in accordance with clause 14.3) SocialKind must repay any or all of the Grant payments made under this Grant Agreement as required by the Council;

## **16. OVERPAYMENT OF GRANT**

- 16.1. Without prejudice to the other provisions of this Grant Agreement permitting repayment, SocialKind agrees to repay any Grant monies received where it is subsequently established that in the circumstances existing at the relevant time the Council was liable under the terms of this Grant Agreement to pay SocialKind a lesser sum or none at all, and in such circumstances SocialKind shall repay the amount of the overpayment to the Council within 14 days of becoming aware of the overpayment or of a request for the return of such overpayment (whichever is sooner).

## **17. SERVICE OF NOTICES**

- 17.1. Any demand, notice or other communication required to be given under this Grant Agreement will be treated as served if served personally on the addressee, emailed, or if sent by pre-paid first class post to the registered office or last known address of the party to be served.
- 17.2. Any communication sent in accordance with clause 17.1 will be deemed to have been made 2 (two) working days from the date of posting (if by letter)

## **18. WAIVER**

- 18.1. If either Party waives a breach of any provision of this Grant Agreement it must do so in writing and any such waiver will not be treated as a waiver of any subsequent breach of the same or any other provision of this Grant Agreement.

## **19. DISPUTE RESOLUTION**

- 19.1. If any dispute or difference arises out of or in connection with this Grant Agreement the Parties agree to use the Centre for Effective Dispute

Resolution to seek to resolve the dispute or difference amicably by using an alternative dispute resolution procedure acceptable to both Parties. If either party refuses or fails to participate in an alternative dispute resolution procedure or if in any event the dispute or difference is not resolved to the satisfaction of both Parties within 56 days after it has arisen, the dispute or difference may be referred to arbitration in accordance with the Arbitration Act 1996.

## **20. VARIATION**

- 20.1. This Grant Agreement shall only be varied following negotiation and with the written agreement of both Parties.

## **21. DURATION**

- 21.1. Except where otherwise specified, the terms of this Grant Agreement shall apply from the date of this Grant Agreement until the Expiry Date, or for so long as any Grant monies remain unspent by SA, whichever is longer.
- 21.2. Any obligations under this Grant Agreement that remain unfulfilled following the expiry or termination of this Grant Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## **22. DATA PROTECTION**

- 22.1. SocialKind acknowledges that it is the data controller as defined by GDPR/Data Protection Act (2018) where processing any personal data as part of its service delivery. The Council, providing grant in aid is neither data controller nor data processor.
- 22.2. SocialKind acknowledges that as a data controller it is responsible for activities including the handling of subject rights, dealing with data breaches and liaison with regulators including the Information Commissioner.
- 22.3. The provisions of this clause shall apply during the term of this Grant Agreement and indefinitely after its expiry or termination.

## **23. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**



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

#### **24. NOT USED**

#### **25. JOINT AND SEVERAL LIABILITY**

- 25.1. Where SocialKind is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Grant Agreement on behalf of SocialKind shall be jointly and severally liable for SocialKind obligations and liabilities arising under this Grant Agreement.

#### **26. GOVERNING LAW**

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

Signed:

Kirsty O'Callaghan

..... DATE...12 September 2022.....

Print

Kirsty O'Callaghan

.....

On behalf of:

SocialKind

Signed:

Chris Pyburn.....

DATE 12 September 2022.....

Print

CHRIS PYBURN

.....

On behalf of:

Suffolk County Council

## Appendix 1: Outcomes & Objectives Monitoring Schedule

Outcome / Objective	Description	Owner	Activities undertaken to deliver outcome	Evidence to demonstrate impact	Review frequency Quarterly / Annually	Outcome Met
1.	Map and connect with digital communities around shared theme	SK	Map Facebook admins and engage in project	How many Facebook admins are signed up to support project and how many posts have they shared?	Monthly	Increase in engagement and project posts
2.	More people in Suffolk receive support and assurance around key issues	SK	Reach and engagement of public	How many people have been reached via Facebook channels?	Monthly	Increased reach and engagement
3.	Enhanced communication across specific communities i.e. hard to reach, veterans	SK	Providing a platform for engagement and targeting particular communities	How many target communities engaged according to admins and individuals?	Monthly	Enhanced communication across specific communities.
4.	Influencing behaviour change to influence people to join digital communities and participate by helping	SK	The number of admins engaged	How many people engaged?	Monthly	Individuals have been engaged and trained to grow capacity to reach communities

	others and tackle misinformation					
5.	Recruit and train community admins to build in sustainability beyond six-month pilot	SK	Recruit admins	How many admins recruited to support project beyond six-month pilot?	Monthly	X Admins recruited

## Appendix 2

### Project Action Plan

Project Action Plan						
Phases	Outcome	Task	Owner	Status	% Complete	Comments
Month three to six	<p>20 additional Facebook admins engaged (can be agreed with SCC)</p> <p>5 priority thematic established</p> <p>A number of targeted communities (veterans, BAME, seldom heard) engaged via Facebook admins</p> <p>60 - outgoing posts about key themes</p>			<p>Complete</p> <p>In progress</p> <p>Not started</p>	<p>0%</p> <p>0%</p> <p>0%</p>	
Months one to 18	<p>Enhanced communication across specific communities.</p> <p>Build in training and offers re grant funding, specific to programme</p>			<p>Complete</p> <p>In progress</p> <p>Not started</p>	<p>0%</p> <p>0%</p> <p>0%</p>	
Months 6-12	<p>Transition plan in place for digital community manager</p> <p>Evaluation in place</p>			<p>Complete</p> <p>In progress</p> <p>Not started</p>	<p>0%</p> <p>0%</p> <p>0%</p>	

**Appendix 3**  
Grant Finance Template

Grant Name	2022/23	2023/24
------------	---------	---------

		<i>Quarter 3 Budget</i>	<i>Quarter 3 Actual</i>	<i>Quarter 4 Budget</i>	<i>Quarter 4 Actual</i>	<i>Quarter 1 Budget</i>	<i>Quarter 1 Actual</i>	<i>Quarter 2 Budget</i>	<i>Quarter 2 Actual</i>	<i>Quarter 3 Budget</i>	<i>Quarter 3 Actual</i>	<i>Quarter 4 Budget</i>	<i>Quarter 4 Actual</i>
		<i>Oct - Dec 2022</i>	<i>Oct - Dec 2022</i>	<i>Jan - Mar 2023</i>	<i>Jan - Mar2023</i>	<i>Apr - Jun 2023</i>	<i>Apr – Jun 2023</i>	<i>Jul – Sep 2023</i>	<i>Jul – Sep 2023</i>	<i>Oct - Dec 2023</i>	<i>Oct – Dec 2023</i>	<i>Jan – Mar - 2024</i>	<i>Jan – Mar 2024</i>
<b>Total Grant for Service:</b>	£95,000												
	£35,000 awarded at outset												
<b>Payment schedule:</b>	£60,000 awarded in two installments on six monthly intervals												
<b>Breakdown of spend</b>													
<b>Implementation</b>	£												
<b>Service Delivery Costs</b>	£												
<b>Staff Costs</b>	£												
<b>Management / Overheads</b>	£												
<b>Other</b>	£												