

DATED

9/12/22

GRANT AGREEMENT

**RELATING TO THE "MULTIPLY LOCAL ALLOCATIONS" GRANT
DETERMINATION FOR FY 2022-23 REF NO: 31/6266**

PROJECT NUMBER: MULT-1041

between

SOMERSET COUNTY COUNCIL

and

SOMERSET SKILLS & LEARNING CIC

CONTENTS

CLAUSE

1.	Definitions	1
2.	Roles and responsibilities and mutual obligations of the parties	3
3.	Recipient Allocation	4
4.	Match Funding Arrangements	4
5.	Compliance with the Funding Agreement	5
6.	Accounts and records	5
7.	Acknowledgment and publicity	6
8.	Intellectual Property Rights	6
9.	Confidentiality	7
10.	Freedom of information	7
11.	Data protection	8
12.	Withholding, suspending and repayment of Recipient Allocation	8
13.	Anti-discrimination	10
14.	Limitation of liability	10
15.	Warranties	10
16.	Insurance	11
17.	Duration	12
18.	Termination	12
19.	Assignment	12
20.	Waiver	13
21.	Notices	13
22.	Dispute resolution	13
23.	No partnership or agency	14
24.	Joint and several liability	14
25.	Contracts (Rights of Third Parties) Act 1999	14
26.	Governing law	14

SCHEDULE

SCHEDULE 1	RECIPIENT ALLOCATION AND PROJECT ACTIVITIES	16
SCHEDULE 2	PAYMENT SCHEDULE	ERROR! BOOKMARK NOT DEFINED.
SCHEDULE 3	PROJECT ADMINISTRATION	ERROR! BOOKMARK NOT DEFINED.
SCHEDULE 4	DATA PROCESSING AGREEMENT	ERROR! BOOKMARK NOT DEFINED.

THIS DEED is dated

2022

PARTIES

- (1) SOMERSET COUNTY COUNCIL, whose principal address is County Hall, Taunton, Somerset, TA1 4DY (**the Funder**).
- (2) SOMERSET SKILLS & LEARNING CIC, a company limited by guarantee, whose registered number is 08610815 and whose registered address is Courtenay House, Blackbrook Park Avenue, Taunton, Somerset, England. TA1 2PX (**Recipient**).

BACKGROUND

- (A) The Funder submitted an application to the (Department for Education (DfE) for an Education & Skills Funding Agency Grant in respect of the Multiply project (Grant reference: con_15793).
- (B) The Application was approved, and the Funder has entered into the Funding Agreement with the Secretary of State for Education.
- (C) The Funder will task the Recipient to deliver the Project.
- (D) This Agreement sets out the basis on which the Funder will make an allocation from the Grant to the Recipient plus an additional amount to cover the Recipient's costs in delivering the Project, to be used by the Recipient to carry out the Recipient Project Activities

AGREED TERMS

1. DEFINITIONS

Capitalised terms not defined in this clause shall have the meanings set out in the Funding Agreement. In this Agreement the following terms shall have the following meanings:

Additional Funding: Grant funding added to the Recipient Allocation by the Funder in accordance with schedule 2, exclusively for the Recipient to meet its administration and pre-mobilisation costs in delivering the Project in accordance with schedule 1

Application: the application submitted by the Funder in respect of the Project to the Managing Authority and attached at **Error! Reference source not found.** (together with any changes to the Application agreed by the Managing Authority from time to time);

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

Data Protection Legislation: as defined in S.3(9) of the Data Protection Act 2018 UK GDPR; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications;

Recipient Allocation: the amount allocated from the Grant to be transferred to the Recipient to carry out the Recipient Project Activities, (or agreed between the Lead Partner and the Recipient from time to time);

Recipient Project Activities: those Project Activities to be carried out and implemented by the Recipient, in accordance with Schedule 1 (or agreed between the Lead Partner and the Recipient from time to time);

Funding Agreement: The Funding Agreement including its annexes in respect of the Project between the Managing Authority and the Funder at Schedule 3;

UK GDPR: General Data Protection Regulation ((EU) 2016/679) as defined under S.3(10) of the Data Protection Act 2018;

Grant: the grant made by the Managing Authority to the Funder on the terms of the Funding Agreement;

Intellectual Property Rights: all patents, copyrights, and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Interpretative Communication: means the Commission Interpretative Communication on the Community law applicable to contract awards not or not fully subject to the provisions of the Public Procurement Directives (2006/C 179/02).

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

Managing Authority: The Secretary of State for the Department for Education;

Payment Schedule: the schedule under which the Recipient Allocation will be delivered to the Recipient in accordance with Schedule 2

Personal Data: shall have the same meaning as set out in the Data Protection Legislation;

Procurement Law: includes, but is not restricted to the Public Contracts Regulations 2015 as amended from time to time, and any other legislation or subsequent legislation or subordinate legislation, or case law applicable to procurement in the UK.

Project: the "Multiply Local Allocations" project (ref 31/6266) to be delivered under the terms of this Agreement

Project Documents: the Funding Agreement, this Agreement (including the Schedules), and any other ancillary documents relating to the Project;

Recipient Allocation: the amount allocated from the Grant in accordance with the Payment Schedule to be transferred to the Recipient to carry out the Recipient Project Activities, as set out in Schedule 1 (or agreed between the Funder and the Recipient from time to time);

Recipient Project Activities: those Project Activities to be carried out and implemented by the Recipient, in accordance with Schedule 1 (or as agreed between the Funder and the Recipient from time to time);

Subsidy Control Law: means the subsidy control provisions in the UK-EU trade and co-operation agreement (TCA) (Official Journal: Trade and Co-operation: Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (OJ 2021 L 149/10)).

- The UK's free trade agreements (FTAs).
- The World Trade Organisation's (WTO) rules on subsidies.
- Any further or subsequent legislation or subordinate legislation applicable to subsidy control in the UK

2. ROLES AND RESPONSIBILITIES AND MUTUAL OBLIGATIONS OF THE PARTIES

- 2.1 The Parties shall collaborate in delivering the Project in accordance with the Project Documents.
- 2.2 Each Party shall undertake its role and responsibilities and fulfil the obligations reserved to it as set out in the Project Documents.
- 2.3 The Recipient shall provide all reasonable support to the Funder in the delivery of its lead function under the Project.

2.4 The Funder and Recipient shall at all times act in good faith in all their dealings with each other and all non-parties and promote the common interests of the Funder and Recipient in pursuit of the Project. It is recognised by the Funder and Recipient that the achievement of the Project's objectives and fulfilment of one Party's obligations under the Project Documents will often depend on the other Party performing their obligations under the Project Documents and supporting and co-operating as envisaged by this Agreement.

3. RECIPIENT ALLOCATION AND ADDITIONAL FUNDING

3.1 Subject to the conditions in this agreement, the Lead Partner will pay the Recipient Allocation and Additional Funding to the Recipient in accordance with the Payment Schedule 2. Payment shall be made within 30 days of a valid Claim being submitted.

3.2 The Recipient Allocation will only be paid in respect of Eligible Expenditure in accordance with Annex C of the Funding Agreement.

3.3 Eligible Expenditure excludes:-

(a) payments that are the subject of a financial irregularity or a suspected financial irregularity.

3.4 The Recipient shall:

(a) repay to the Funder any money from the Recipient Allocation not used to meet Eligible Expenditure;

(b) promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise;

(c) ensure that any unspent monies are returned to the Funder within 30 days of Completion of the Project.

3.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to carry out the Recipient Project Activities must be managed and paid for by the Recipient using the Recipient Allocation or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

4. NOT USED

5. RECIPIENT COMPLIANCE WITH THE FUNDING AGREEMENT

- 5.1 The Recipient shall comply with the conditions of the Funding Agreement as if it was named as the grant recipient in the Funding Agreement.
- 5.2 The Recipient shall take all necessary steps to avoid placing the Funder in breach of its obligations under the Funding Agreement.

6. ACCOUNTS AND RECORDS

- 6.1 The Recipient shall maintain full and accurate accounts and documentary evidence for the Recipient Project Activities on an open book basis to enable the Funder to verify that expenditure presented by the Recipient has been incurred and corresponds to Recipient Project Activities.
- 6.2 The Recipient will permit the Funder and/or the Managing Authority to inspect audit and take copies of all reports, books accounting records and vouchers which the Funder and/or the Managing Authority properly consider relevant to the Project Activities.
- 6.3 The Recipient shall maintain an adequate accounting code for all transactions relating to the Project Activities.
- 6.4 The Recipient shall comply with the Funder's and/or the Managing Authority's audit monitoring and reporting requirements for grant Recipients.
- 6.5 The Recipient shall provide the Funder and/or the Managing Authority with such other information as they may require in connection with the Project Activities.
- 6.6 The Recipient shall permit any person authorised by the Funder and/or the Managing Authority such reasonable access to its employees, agents, premises, facilities, and records, for the purpose of discussing, monitoring, and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Recipient

Allocation for a period of at least twelve years following receipt of any Recipient Allocation monies to which they relate.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 Without prejudice to the generality of clause 5 above, the Recipient shall comply with para 5.8 of Annex F of the Funding Agreement.
- 7.2 The Recipient shall acknowledge the Recipient Allocation in its annual report and accounts, including an acknowledgement of the Funder as the source of the Recipient Allocation.
- 7.3 The Recipient shall not publish any material referring to the Funder without the prior written agreement of the Funder. The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.4 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 7.5 The Recipient shall agree to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 7.6 The Funder may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.7 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs, and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Recipient agree that all Intellectual Property Rights owned by either the Funder or the Recipient before the Start Date shall remain the property of that party.

8.2 All Intellectual Property Rights in any materials provided by one party ("the Providing Party") to the other party ("the Receiving Party") for the purposes of this Agreement shall remain the property of the Providing Party but the Providing Party hereby grants the Receiving Party a licence (with terms to be agreed between the parties) to use such materials as required until termination or expiry of the Agreement for the sole purpose of delivering the Project.

9. CONFIDENTIALITY

9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all commercial information disclosed to it as a result of the 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 Agreement or save as expressly authorised in writing by the other party.

9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any information which:

- (a) 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 Agreement by the receiving party;
- (b) 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
- (c) is at any time after the date of this 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.

10. FREEDOM OF INFORMATION

10.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.2 The Recipient shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Funder all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Funder with a copy of all information belonging to the Funder requested in the request for information which is in its possession or control in the form that the Funder requires within 5 working days (or such other period as the Funder may reasonably specify) of the Funder's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Funder.

10.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder shall take reasonable steps to notify the Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Funder shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement and in compliance with the Data Sharing agreement at Schedule 4.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF RECIPIENT ALLOCATION AND/OR ADDITIONAL FUNDING

12.1 The Funder's intention is that the Recipient Allocation and Additional Funding will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Recipient Allocation and/or Additional Funding

12.2 and/or require repayment of all or part of the Recipient Allocation and / or Additional Funding if:

- (a) the Recipient uses the Recipient Allocation and / or Additional Funding for purposes other than those for which the Recipient Allocation and / or Additional Funding has been provided;
- (b) the delivery of the Project does not start within one (1) month of the Start Date and the Recipient has failed to provide the Funder with a reasonable explanation for the delay;
- (c) the Funder considers that the Recipient is not progressing the Project in accordance with the key milestones set out in Schedule 1
- (d) the Recipient is, in the reasonable opinion of the Funder, is not delivering the Project in accordance with this Agreement;
- (e) the Recipient obtains duplicate funding from a third party for the Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
- (g) the Recipient provides the Funder with any materially misleading or inaccurate information;
- (h) the Recipient has committed any offence under the Bribery Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
- (j) the 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);
- (k) the Recipient becomes insolvent, 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; or

- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.3 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Recipient Allocation monies.

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.

13.2 The Recipient shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. LIMITATION OF LIABILITY

~~14.1~~ The Recipient shall indemnify and hold harmless the Funder, 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 the Recipient in relation to the Project or the non-fulfilment of obligations of the Recipient under this Agreement.

14.2 The Funder's liability under this Agreement is limited to the amount of the payment of the Recipient Allocation actually paid to the Recipient.

15. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Recipient Project Activities (assuming due receipt of the Recipient Allocation);

- (b) it has not committed any offence under the Bribery Act;
- (c) 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 Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Recipient Project Activities;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (h) 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 Recipient Allocation;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Recipient Allocation on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

16. INSURANCE

- 16.1 The Recipient shall affect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

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

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- (c) professional indemnity insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

17. DURATION

17.1 Terms of this Agreement shall apply from the Start Date until 31 March 2023 (Initial Term) when it shall terminate automatically without notice unless no later than one (1) month (or as otherwise agreed) before the end of the Initial Term (or any Extended Term under this clause) the Parties agree that the terms may be extended for a further 12 months (Extended Term). Unless it is further extended under this clause or terminated earlier in accordance with the terms of this Agreement the Agreement will terminate at the end of an extended term.

17.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

18. TERMINATION

The Funder may terminate this Agreement and any Recipient Allocation payments on giving the Recipient three months' written notice should it be required to do so by financial constraints or for any other reason.

19. ASSIGNMENT

The Recipient may not, without the prior written consent of the Funder, (not to be unreasonably withheld), assign, transfer, sub-contract, or in

any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Recipient Allocation.

20. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

21. NOTICES

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 above or otherwise notified in writing. 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.

22. DISPUTE RESOLUTION

22.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by the Funder from time to time.

22.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Director of Economic and Community Infrastructure (or other authorised delegate) of the Funder and the Chief Executive (or an authorised delegate) of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.

22.3 In the absence of agreement under clause 22.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is

agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

23. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

24. NOT USED

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

26. GOVERNING LAW

This Agreement shall be 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 and Welsh courts.

27. PROCUREMENT, TENDERING AND SUBSIDY CONTROL LAW

27.1 The Recipient shall procure and maintain the necessary expertise and resources to deliver the Project in accordance with Subsidy Control Law for the full term of the Project. The Recipient agrees to maintain appropriate records of compliance with Subsidy Control Law and agrees to take all reasonable steps to assist the Managing Authority to comply with Subsidy Control Law requirements and respond to any investigation(s) instigated by the UK courts into the Project.

27.2 Where the Recipient is a 'contracting authority' within the meaning of Procurement Law the Recipient warrants that:

- (a) In relation to any contracts which have already been awarded, it has complied with, and where relevant, has secured that its Recipients have complied with all applicable Procurement Law in force at the date the procurement was commenced in relation to the Project; and

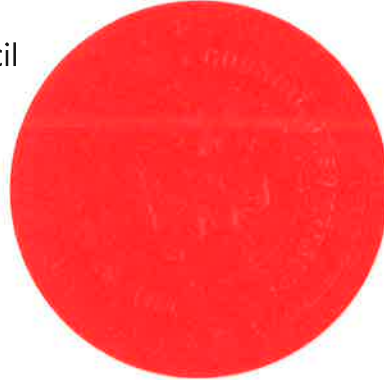
- (b) In relation to any contracts listed in the Application which are yet to be awarded, it shall comply with, and where relevant, shall secure that its Recipients shall comply with, all applicable Procurement Law in force at the date of commencement of the procurement process in relation to the Project.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by Somerset County Council
whose COMMON SEAL was affixed
in the presence of:



Authorised signatory



Number in Register
39287

Executed as a deed by Somerset Skills &
Learning CIC acting by a director in the
presence of:

Andrew Hobbs

.....

K. Barber

.....

Director

Name: Andrew Hobbs

Address: 11 Oldway, Stogumber, Somerset,
TA4 3SX

Occupation: Director of Operations

Schedule 1 Recipient Project Activities

Activity	Date
Support the Funder to respond to delivery related queries	Ongoing
Write and implement the Multiply Marketing Strategy	Within 1 month
Design and deliver the Multiply offer based on the interventions in the investment plan	Within 1 month and ongoing for additional activity
Identify and establish referral networks through networking activity	Within 1 month and ongoing for additional activity
Manage the enrolment process, including compliance checks	Ongoing
Promote the opportunity to partner with the Multiply programme through subcontracting. Demonstrate best value where delivery of provision is retained by the Recipient	Initial subcontracting arrangements agreed within 1 month and ongoing for additional activity
Manage the subcontractor onboarding process, including due diligence activity	Ongoing
Contract manage subcontract provision, including performance management	Ongoing
Collect and input data from subcontractors, in line with contract requirements and in accordance with the Data Sharing Agreement in Schedule 4	Ongoing
Quality assurance of all delivery (subcontracted and direct delivery) in line with DfE requirements	Ongoing
Employer engagement activity, including identifying and engaging employers	Ongoing
Curriculum design and delivery (as detailed in the Investment Plan)	Ongoing
Carry out customer satisfaction surveys; monitoring the feedback to inform improvements. Support any independent evaluation activity that may be commissioned by the Funder	Ongoing
Plan, capture, assess and report on progress and impact of Multiply programme: <ul style="list-style-type: none"> • Participation in monthly performance review meetings with the Funder • Provision of information to support the Funder in meeting its performance reporting requirements (such the quarterly progress reporting to DfE) 	Monthly Quarterly
Manage overall performance against KPIs, identify and mitigate against risks	Ongoing

Report on performance against KPIs	Ongoing
Support the Funder to update the Investment Plan, as appropriate, to secure funding for future years	Ongoing
Deliver activities as set out within the Equalities Impact Assessment (Copy inserted in this schedule)	Ongoing



EIA Report Multiply
Sept 2022 Final.pdf

Schedule 2 Payment Schedule

Implementation and Delivery

Pre-Mobilisation payment £5,668 by 15/12/2022

First payment £332,429 by 15/12/2022

Second payment £338,097 by 31/3/2023

Additional Funding

£15,000 Additional Funding will be paid for the administration of the Individual Learner Records that need to be submitted electronically to the DfE

First payment £7,000 by 15/12/2022

Second payment £8,000 by 31/3/2023

Payments will be made within 30 days of a valid claim being submitted.

Schedule 3 Funding Agreement



Multiply Contract
Inc. MOU.pdf



Multiply Contract
Inc. Grant Variation

Schedule 4
Data Sharing agreement



SSL Multiply Data
Sharing Agreement