

DATED

ADULT WEIGHT MANAGEMENT PROGRAMME 2023

GRANT AGREEMENT

between

LANCASHIRE COUNTY COUNCIL

and

FYLDE BOROUGH COUNCIL

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THIS AGREEMENT is dated

PARTIES

- (1) **LANCASHIRE COUNTY COUNCIL**, whose principal address is at P0 Box 78, County Hall, Preston, Lancashire, PR1 8XJ (**Authority**).
- (2) **FYLDE BOROUGH COUNCIL**, whose principal address is at The Town Hall, St Annes Road West, Lytham St Annes, FY8 1LW (**Recipient**).

BACKGROUND

- (A) The Authority has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Authority to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Authorised Representative: means any person or company contracted by the Authority to monitor the use of the grant and outcomes on behalf of the Authority under any services contract or otherwise, the first such authorised representative being Active Lancashire Limited, and the Authority will notify the Recipient of any change in authorised representative.

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.

Commencement Date: 1st April 2023

Data Protection Legislation: the Data Protection Act 2018 ("**DPA**") and the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) ("**UK GDPR**").

FOI Legislation: means the Freedom of Information Act 2000 ("**FOIA**") and subordinate legislation made under this and the Environmental Information Regulations 2004 (each as amended or replaced from time to time), or any other information access information regimes as may be applicable to the parties from time to time;

Grant: the sum of £42,636 to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2024.

Information Request: a request for information or an apparent request under FOI Legislation.

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.

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.

Personal Data: means personal data (as defined in the DPA) which is processed by the Recipient or any of its staff on behalf of the Authority pursuant to or in connection with this Agreement

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any officer of the Authority any gift or consideration of any kind as an inducement or reward for:
 - (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or
 - (b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;
- (b) entering into this Agreement or any other contract with the Authority where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (c) committing any offence:
 - (a) under the Bribery Act;
 - (b) under legislation creating offences in respect of fraudulent acts; or
 - (c) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Authority.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Authority for the purposes of this Agreement.

Recipient Manager: the individual who has been nominated to represent the Recipient for the purposes of this Agreement

Subsidy Control: means all subsidy control rules applying from time to time in the UK which shall particularly include (but without limit):

a) the subsidy control rules as applies in the United Kingdom from the 1st January 2021 pursuant to, derived from, the UK-EU Withdrawal Agreement, the UK-EU Trade and Co-operation Agreement, the WTO Rules, UK FTA's and the Northern Ireland Protocol;

b) the Subsidy Control Act 2022.

Trade and Co-operation Agreement: means the Trade and Co-operation Agreement concluded by the UK and EU 2020

UK-FTA's: means any and all free trade agreements entered into, or to be entered into in the future, by the United Kingdom with sovereign nations, trading blocs, or other international entities

Withdrawal Agreement: means the withdrawal agreement entered into by the United Kingdom and the European Union 2019

WTO Rules: means the World Trade Organisation rules including but not limited to the Agreement on Subsidies and Countermeasures, the Agreement on Trade Related Investment Measures, the General Agreement on Trade in Services and the Agreement on Agriculture

2. PURPOSE OF GRANT

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Authority.

2.2 The Recipient shall not make any significant change to the Project without the Authority's prior written agreement.

2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding. The Recipient 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 Authority is funding under this Agreement.

3. PAYMENT OF GRANT

3.1 Subject to clause 12, the Authority shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Authority has available funds.

- 3.2 No Grant shall be paid unless and until the Authority is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Recipient shall promptly repay 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 either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Project in accordance with Schedule 1. The Recipient shall itemise expenditure using the attachment in Schedule 3 and provide such updated information as the Authority may reasonably request.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 3 together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to pay for any expenditure commitments of the Recipient entered into before the Commencement Date unless this has been approved in writing by the Authority.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 Unless otherwise agreed in writing by the Authority, should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Authority.
- 4.6 Any liabilities arising at the end of the Project must be managed and paid for by the Recipient from other resources of the Recipient. There will be no additional funding available from the Authority for this purpose.
- 4.7 The Recipient agrees to cooperate and act in good faith in the receipt and use of this Grant.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the Project and the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Authority shall have the right to review the Recipient's accounts and records and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall provide the Authority with a copy of its annual accounts within six months (or such lesser period as the Authority may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Recipient shall comply and facilitate the Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Authority.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement and the agreements between the Recipient and the Partner Organisations are being adhered to.
- 6.2 The Recipient shall provide the Authority or its Authorised Representative with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Authority or its Authorised Representative may reasonably require. The Recipient shall provide the Authority or its Authorised Representative with each report within three months of the last day of the quarter to which it relates.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 The Recipient shall on request provide the Authority or its Authorised Representative with such further information, explanations and documents as the Authority or its

Authorised Representative may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

- 6.5 The Recipient shall permit any person authorised by the Authority or its Authorised Representative 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.
- 6.6 The Recipient shall permit any person authorised by the Authority or its Authorised Representative for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Authority or its Authorised Representative considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.7 The Recipient shall provide the Authority or its Authorised Representative with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Authority as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Authority without the prior written agreement of the Authority. The Recipient shall acknowledge the support of the Authority 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 Authority) shall 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.
- 7.3 In using the Authority's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Authority from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Authority.
- 7.5 The Authority may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Authority or its Authorised Representative to facilitate visits, provide reports, statistics, photographs

and case studies that will assist the Authority in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Authority and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Authority or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

8.2 Where the Authority has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Authority.

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 Intellectual Property Rights or Know-How or other business, technical or 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 Intellectual Property Rights, Know-How or other business, technical or commercial 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 parties acknowledge that each party is a public authority as defined by FOI Legislation and that information relating to this Agreement may be the subject of an Information Request which shall be considered in accordance with this Clause 10.
- 10.2 The parties shall assist each other in complying with their obligations under FOI Legislation, as they relate to Information Requests made in relation to this Agreement, including but not limited to assistance, without charge, in gathering information to respond to an Information Request relating to this Agreement. For the avoidance of doubt, nothing in this Clause 10, shall require a party to provide information, if the relevant information has not been held on behalf of the party that received the Information Request.
- 10.3 Where a party receives an Information Request in relation to this Agreement ("**Receiving Party**") and the other party holds information or records on behalf of the Receiving Party, upon request, such other party agrees to provide the Receiving Party with a copy of all such information related to the Information Request, in the form that the Receiving Party reasonably requires within five working days (or such other period as the Receiving Party may reasonably specify) of the Receiving Party's request.
- 10.4 Each party as a separate public authority shall in its absolute and sole discretion decide:
- (a) whether the Information Request is valid under the FOI Legislation, as well as all other considerations relevant in the assessment of an Information Request under the FOI Legislation, such as any considerations (as may be applicable) regarding the cost of complying with a request or any charges for responding to a request, whether the request is repeated, vexatious or manifestly unreasonable and any other relevant considerations;
 - (b) whether the information requested is relevant to the Agreement;
 - (c) whether the information is exempt from disclosure in accordance with the provisions of the FOI Legislation;
 - (d) where appropriate, whether or not in all circumstances of the case the public interest in maintaining any exemption outweighs the public interest in disclosing the requested information; and
 - (e) whether the information requested in the Information Request is to be disclosed or not.
- 10.5 The parties acknowledge that the Receiving Party may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice (issued under section 45 of the FOIA, July 2018), be obliged under the FOI Legislation to disclose information:
- (a) without consulting with the other party; or

- (b) following consultation with the other party and having taken its views into account,

provided always that where clause 10.5(b) applies the Receiving Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the other party advanced notice, or failing that, to draw the disclosure to the other party's attention after any such disclosure.

- 10.6 The Receiving Party shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the other party to inspect such records as requested from time to time.

11. DATA PROTECTION

The Recipient shall, and shall procure that any of its staff involved in connection with the activities under this Agreement shall, comply with the provisions and obligations imposed by the Data Protection Legislation in relation to the storing and processing of Personal Data and all Personal Data acquired by either party from the other shall be returned to the disclosing party on request. Both parties agree to indemnify each other in respect of any unauthorised disclosure or processing of Personal Data or breach of Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING, REPAYMENT AND TERMINATION OF GRANT

- 12.1 The Authority's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Authority's other rights and remedies, the Authority may at its discretion by notice to the Recipient withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant and/or terminate this Grant Agreement in whole or in part with immediate effect if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Authority with a reasonable explanation for the delay;
- (c) the Authority considers that the Recipient has not made satisfactory progress with the delivery of the Project;
- (d) the Recipient is, in the reasonable opinion of the Authority, delivering the Project in a negligent manner;
- (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 Authority, undertakes activities that are likely to bring the reputation of the Project or the Authority into disrepute;

- (g) the Recipient provides the Authority or its Authorised Representative with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) Recipient or any person associated with it 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 Authority, bring or are likely to bring the Authority'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;
- (l) there is a breach at any time of any of the Warranties and Undertakings set out in Clause 16; or
- (m) the Recipient otherwise fails to comply with any of the terms and conditions set out in this Agreement and (where in the opinion of the Authority the breach is capable of being rectified) fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to the Authority in respect of any breach of the Agreement), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement.

12.3 The Recipient shall make any payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

12.4 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 Authority as soon as possible so that, if possible, and without creating any legal obligation, the Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Authority and the Grant 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 officers, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Authority accepts no liability whether in contract or tort for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Authority, 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, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Authority's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES AND UNDERTAKINGS

The Recipient warrants, undertakes and agrees as a continuing obligation during the course of this Agreement that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;

- (c) it shall at all times comply with all relevant legislation (including laws relating to Subsidy Control and public procurement) and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority 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 Project;
- (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 Authority or its Authorised Representative 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 Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might reasonably have influenced the decision of the Authority to make the Grant 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.

17. INSURANCE

- 17.1 The Recipient shall effect 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 this Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 17.2 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.

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

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant.

18.2 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.

19. SUB- CONTRACTING AND ASSIGNMENT

19.1 The Recipient may not, without the prior written consent of the Authority, 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 Grant.

19.2 In the event that the Recipient enters into any Sub-Contract in connection with this agreement it shall:

- (a) remain responsible to the Funder for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
- (b) ensure procurement and contracting will be carried out in accordance with the internal governance procedures of the Recipient and shall comply with the Public Procurement Contracts Regulations 2015 or other EU Directives and case law;
- (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

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 or mailed (second class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered 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 third working day following such mailing.

22. DISPUTE RESOLUTION

22.1 In the event of any complaint or dispute (which does not relate to the Authority'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 and the Recipient Manager from time to time.

22.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred as in clause 22.1 either party may refer the matter to the respective Chief Executives of the parties 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 Authority 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 Authority or its Authorised Representative 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. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

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. MANAGERS

The parties will ensure that the Project Manager and the Recipient Manager have decision-making authority to act, or make decisions, on their respective behalfs and shall be the primary contact points between the respective organisations for the purposes of this Agreement.

27. VAT

The payment of the Grant by the Authority under this Agreement is believed to be outside the scope of Value Added Tax but if any Value Added Tax shall become chargeable all payments comprising the Grant shall be deemed to be inclusive of all Value Added Tax and the Authority shall not be obliged to pay any Value Added Tax over and above the Grant.

28. GOVERNING LAW

This 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.

29. ELECTRONIC SIGNATURE

Each party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each party's intention to be bound by this Agreement as if signed by each party's manuscript signature

This Agreement has been entered into on the date stated at the beginning of it.

Signed by CLARE PLATT for and on behalf)
of LANCASHIRE COUNTY COUNCIL)
)
)

Head of Service, Health Equity, Welfare and Partnerships

Signed by Alex Scrivens for and on behalf of)
Fylde Council)
)
)

Corporate Performance & Engagement Manager

Schedule 1 The Project

Tier 2 Adult Weight Management Service Specification

1. Introduction

In March 2021 the government announced a commitment to support people living with obesity to lose weight. The aim, as part of a place based whole systems approach to obesity and promoting healthier weight, is to enable adults to have access to services and support to help them to lose weight and maintain a healthier weight.

Obesity is a complex problem, and no one is 'immune' to obesity, but some people are more likely to become overweight or obese than others. There is a strong relationship between deprivation and obesity with income, social deprivation and ethnicity impacting on the likelihood of becoming obese.

The PHE 2018 Health Survey identified that women and men living in the most deprived areas are more likely to be obese than those living in the least deprived areas with an obesity prevalence level of 37% of women and 35% of men in the most deprived areas.

The PHE Eatwell Guide provides a compelling evidence base for eating a healthy diet, and ignoring this advice increases the chances of becoming obese. Many people still find it difficult to eat healthily. This is primarily because we are living in an environment where less than healthier choices are the default, which encourage excess weight gain and obesity.

Achieving and maintaining calorie balance is a consequence of individual decisions about diet and activity, our environment, and particularly the availability of calorie-rich food, now makes it much harder for individuals to maintain healthier lifestyles.

We are seeking to provide an accessible multi-component tier 2 adult weight management service, which supports obese and overweight adults to lose weight and improves knowledge and skills in maintaining healthy weight, as part of wider programmes which promote healthy weight and physical activity in localities. This will form an integral part of the NHS Health Checks care pathway and wider obesity pathways. The service will be for an initial term of 1 year commencing 1 April 2023.

1.1 National/local context and evidence base.

Overweight and obesity presents a major challenge to the current and future health of the local population. Higher Body Mass Index (BMI) is associated with an increased risk of morbidity and mortality from a range of conditions including hypertension, heart disease, stroke, type 2 diabetes, and several cancers. It also contributes to increased social care costs. An estimated 58% of adults in Fylde residing the areas of deprivation (quintiles 1 to 3) are obese or overweight, equivalent to over 25,350 people and rising. More information on local trends and prevalence can be found in the Lancashire Insight pages lancashire.gov.uk/lancashire-insight/health-and-care/health/lifestyle/healthy-weight/

1.2 Population needs

The prevalence of overweight and obesity across Lancashire are considerably worse than the English average especially in the areas of highest deprivation. We are seeking to halt the continued rise in unhealthy weight prevalence in adults, with a view to reversing that trend. We will draw on the data gathered through the Public Health Outcomes Framework to evidence the changing trend.

1.3 Overview of local obesity services and the obesity care pathway.

Adopting a system-wide approach to provide weight management support and linking with wider programmes which promote physical activity in localities according to local need and existing community provision to reduce obesity and inequalities to improve health outcomes are key success factors for this programme. The service should signpost and connect people with activities available locally, including leisure service provision, any community football trust offer, walking, cycling, and running groups etc.

Providers are required to develop referral pathways for post NHS Health Check support. Providers should continue to build and develop strong partnerships and relationships across the district, engaging with PCN Leaders, Primary Care (GPs), Hospitals, Social Prescribers, local Pharmacies, Social Care settings and third sector VCFS organisations. Information should be added to provider websites and social media platforms advertising and promoting service provision.

To meet the local needs of the community, providers are encouraged to be proactive in their approach and develop asset maps to inform their partnership approach to referrals. The asset map should identify eligible individuals and services to establish relationships, referral pathways, and wider system partners including healthy pharmacy schemes. Asset maps should be further supported by demographic mapping, identifying areas of high social deprivation where obesity rates are highest and targeting provision in these areas.

Relationships and information should be centred around available provision to individuals identified from the NHS Health Check referral route. Consideration should be given to working with existing networks to provide a wraparound support service that will reflect the additional needs that any individuals may have. Initial assessments should be processed within a reasonable timeframe from the initial NHS Health Check referral. Providers should work with existing tier 1 and tier 3 services to provide a transitional pathway in and out of the public health tiered services.

Through high quality referrals from the NHS Health Check and high service uptake, this coordinated and personalised approach to halt the continued rise in unhealthy weight prevalence in adults will provide the best support and outcomes for individuals across Lancashire.

2. Scope of the service

2.1 Aims of the service

To deliver an easily accessible evidence based, tier 2 adult weight management service for adults aged over 18 years of age, which will support people with a BMI >30 to 45 to lose weight, maintain that weight loss, and improve knowledge and skills to maintain a healthier weight. A lower entry level BMI of 25 can be considered for South Asian Heritage population, and those with disabilities.

2.2 Objectives of the service

To provide a multi-component tier 2 adult weight management service that supports and motivates obese and overweight adults to lose weight and increase knowledge and skills to maintain a healthier weight.

Guidance from the Government and National Institute of Health and Clinical Excellence (NICE) states that commissioned weight management services should be multi-component and include diet, physical activity, and behaviour change components. Physical activity services alone are not considered to be weight management services.

The service will focus on the benefits of physical activity as part of a healthy lifestyle, particularly embedding physical activity into daily life. The weight management services

provided will support sustainable behaviour change to improve diet and get participants more physically active.

To understand the impact of this investment, all providers must collect data on all participants and their progress using the Community Services Data Set and return data to the Office for Health Improvement and Disparities (OHID). This is a condition of the grant.

2.2.1 Key process objectives

- a) To implement an easily accessible tier 2 adult weight management service for obese and overweight adults aged 18 and over within the district, forming an integral part of the weight management care pathway.
- b) To target access to the service in line with existing prevalence levels in the district.
- c) To monitor and evaluate the delivery of the service to the stated objectives.

2.3 Any inclusion/exclusion criteria and thresholds

This tier 2 service will sit within the existing care pathway and link to tier 1 interventions aimed to prevent unhealthy weight and tier 3 interventions to support those with greater clinical needs.

Individuals eligible to access this service must be aged 18 years and over and have a BMI equal to or greater than 30 with a maximum of 45.

Individuals meeting the following criteria should not be supported through this service:

- Women who are pregnant or breastfeeding.
- Those with a diagnosed eating disorder.
- Those with an underlying medical cause for obesity, significant co-morbidity or complex needs as identified by their GP or other healthcare professionals.

2.4 Referral route

The service provider will:

- Accept self-referred individuals complying with the inclusion / exclusion criteria.
- Accept referrals from providers of NHS Health Checks, where the referred person complies with inclusion criteria and has been identified as eligible after an NHS Health Check.
- Support individuals who are not eligible for the service on to other relevant services or support opportunities e.g. GP referral programmes, tier 3 specialist multidisciplinary services or community provision.

2.5 Applicable service standards

The service should comply with all relevant standards including the following:

- The relevant aspects of National Institute for Health and Care Excellence (2014) Clinical Guideline 189: Obesity: identification, assessment, and management (Updated 2022).
- Local and national safeguarding requirements and statutory requirements.
- Delivery staff should be appropriately trained and competent in delivery of the proposed services.
- Delivery staff not holding these qualifications may be used, provided they are directly supervised by someone who holds one of the appropriate qualifications.
- Data protection and information governance, and compliance with UK General Data Protection Regulation (UK GDPR).
- Ability to develop service standards which address demand management, prioritised according to the health needs of individuals.

2.6 Service delivery

Structure of the programme should be flexible to meet local need and may be delivered over a period of up to 26 weeks.

The provider of the Service will offer clients weekly weigh-ins, structured nutritional education, and advice, and include a facilitated physical activity offer within sessions.

The service should be safe, appropriate and comply with legislative requirements.

The services should be available district wide, accessible during the day and evening (and weekends where possible).

3. Finance and Monitoring

3.1 Finance

The budget available for the delivery of this service is £42,636 per year for 1 year. Payments will be made quarterly in advance.

3.2 Cost to recipients of the service (income generated)

The service provider may, at their own discretion, charge a nominal sum for the service. This sum should not be a barrier to access and participation. Funds generated in this respect should either be reinvested to increase service delivery or used to subsidise a signposted service such as exercise referral.

3.3 Service, monitoring, and evaluation

Data will be collected locally to facilitate a robust process and impact evaluation of the service. This localised data collection will meet national standards, to ensure that weight management service data is collected consistently between services and aligns with other health and care datasets. Separate guidance on the data required to facilitate a comprehensive local level evaluation will be provided in an updated version of the standard evaluation framework and supporting data collection tool.

The service provider will be required to attend quarterly performance monitoring meetings with the Authorised Representative (Active Lancashire) and to produce quarterly update reports, including information on:

- Performance against Key Performance Indicators specified below.
- Programme expenditure and income.
- Relevant measures identified within the OHID Community Services Data Set.

Obesity care pathway

As part of the overall Weight Management Care Pathway, this tier 2 adult weight management service is to be a direct pathway from the NHS Health Checks service. It is anticipated that the NHS Health Check will provide a significant number of referrals into this programme. The service must be responsive to referrals from any authorised provider of NHS Health Checks commissioned directly or indirectly by Lancashire County Council such as GP Surgeries, Primary Care Networks, pharmacies, and commissioned community / workplace providers.

Key Performance Indicators

1. 100% of participants will have their weight measured and recorded at the intervals identified in the Community Services Data Set and national technical guidance.
2. 100% of participant weight management data is recorded and reported anonymously, respecting UK GDPR guidelines.
3. Feedback:
 - a. 100% of enrolled participants are invited to provide feedback at the end of the active intervention.
 - b. At least 60% of enrolled participants provide feedback. The collection of feedback (including from participants who did not attend sessions or withdrew early) to be shared in quarterly performance monitoring meetings with Active Lancashire.

4. All providers to design and produce a marketing engagement plan to identify gaps in audience and geographical reach. The engagement plan is to be regularly updated and shared in quarterly contract monitoring meetings with Active Lancashire.
5. All providers to produce a detailed quarterly programme expenditure and income profile to be shared with Active Lancashire at the quarterly contract monitoring meeting. The profile must detail all eligible programme expenditure (fixed and variable costs) and include an expenditure forecast (including any projected underspend) for all remaining quarters of the project.

All Key Performance Indicators will be monitored and reviewed at the quarterly contract meetings with Active Lancashire. Where any of the specified key performance indicators are not met, future payment(s) may be withheld or suspended under clauses 12.1(c) or 12.1(d) should they apply until the commissioners are satisfied, and have been provided with sufficient evidence, that remedial action has successfully been implemented to achieve the performance milestones detailed above.

Schedule 2 Payment Schedule

Amount of Grant Payable	Date of Payment
£10,659	1 April 2023
£10,659	1 July 2023
£10,659	1 October 2023
£10,659	1 January 2024

Schedule 3 Breakdown of Grant



Schedule
3_Expenditure Templa