



WEST OXFORDSHIRE
DISTRICT COUNCIL

WEST OXFORDSHIRE DISTRICT COUNCIL

Name and date of Committee	Chief Executive Urgent Decision
Subject	Emergency Food and Essential Supplies Grant Assistance Scheme
Wards affected	ALL
Accountable member	Cllr Michelle Mead Cabinet Member for Communities Email: michele.mead@westoxon.gov.uk
Accountable officer	Heather McCulloch , Community Wellbeing Manager Tel: 01993 861562; Email: heather.mcculloch@publicagroup.uk
Summary/Purpose	To set out a grant scheme for approval that will support households within the district who have urgent need for food and essential supplies. The scheme will seek to provide direct support and also grant support for the voluntary sector to provide support.
Annexes	Annex A Hardship Grant Policy Annex B OCC Funding Agreement
Recommendation	It is recommended that the Chief Executive exercises his delegated authority to approve the grant scheme as set out in Annex A .
Corporate priorities	
Key Decision	No
Exempt	N/A
Consultees/ Consultation	Oxfordshire County Council, Citizens Advice, Oxfordshire District Councils

I. BACKGROUND

- 1.1. In June 2020 , government announced £63m of funding to be administered through local authorities. DEFRA have written to the County Council setting an allocation for Oxfordshire of £506,930.01 and guidance on the way they expect the grant to be used. In two-tier areas, funding is directed to counties – with the requirement to consider whether other authorities are better place to administer the funds. The criteria for use of the fund are fairly broad but the expectation is that the grant is used to support individuals suffering hardship as a result of COVID-19, be it through a requirement to isolate or shield or through loss of employment or other income not addressed through other means.
- 1.2. The allocation is intended to be spent in the next three months – and so is not primarily intended to fund support through a second winter peak. Having said that, there is an opportunity to improve individual and VCS resilience for future need in the way that this scheme is applied.
- 1.3. The guidance allows existing schemes to be used but we are encouraged to consider direct cash and voucher payments and also to ensure that immediate relief is accompanied by advice and guidance on accessing longer term support.
- 1.4. A Joint Community Hub Working Group has been operating since April to bring together county, district, city and NHS activity coordinating support in the community for those affected by COVID-19. We have worked closely with the community and voluntary sector throughout the period.
- 1.5. Details on the grant was received in mid-July and given that the expectation is that the funding is spent within 12 weeks, we therefore need to move at pace to ensure local schemes are operational as soon as possible. We have already developed local arrangements for providing support for people who need it through our community hubs work. These work differently in different districts reflecting local circumstance but mean that we already have a framework in place for delivering support where needed. The recent health crisis has drawn these priorities into sharper focus – increasing still further the need to deliver on these priorities and exacerbating the financial challenges facing the Council.

2. MAIN POINTS

- 2.1. The Hub working group has reviewed options for how to use the grant and proposes the following:
 - That the grant is distributed to district/city areas using a formula that mirrors the government
 - That arrangements for hardship support for individual residents are developed in each area;
 - That support will also be made available to the VCS through a small-grants scheme in each area to include support for food and other essential items and advice services where additional capacity is required;
 - That the balance between the two funding elements will be agreed locally depending on local requirements

- 2.2. The working group has also proposed that as far as possible, eligibility criteria and timings for the schemes should be simple and clear and if practical, aligned across authorities. The working group will also identify a limited number of VCS projects where it will be more efficient to make joint awards (e.g. for county-wide advice and coordination projects) and will plan to agree a joint allocation to these schemes.
- 2.3. The County Council will remain the accountable body for the overall grant and there is a reporting requirement. Therefore district and city councils need make sure they comply with DEFRA requirements and to retain records to allow for the required reporting. We are working to agree a common and light touch approach to this.
- 2.4. We are particularly keen that together we take opportunities for maximising the impact of this funding through ensuring that individual recipients are provided with the right advice and guidance to improve individual circumstances and that we work through the scheme to maximise sustainability of any VCS organisations supported.

3. FINANCIAL IMPLICATIONS

- 3.1. The allocation of funds to each authority is shown in the table below.

District Data	100% local allocation
Cherwell	£129,765.88
Oxford	£145,789.71
South Oxfordshire	£84,359.99
Vale of White Horse	£80,090.96
West Oxfordshire	£66,923.46
Total	£506,930.00

- 3.2. It is proposed to top slice an amount from this allocation for county wide allocation. Whilst a final figure has not been reached it will be in the order of £50k. The County Council are in discussions with potential partners about their proposals which will need to deliver benefit across Oxfordshire. The proposed investments currently being explored are:

- Citizens Advice delivering some benefits in practice work with food projects and foodbanks to assist residents
- SOFEA towards the continued supply and distribution of food supplies
- Good Food Oxford to provide Food poverty training to volunteers, access to resources for foodbanks and projects and continue to support Community Food networks in each district

4. LEGAL IMPLICATIONS

- 4.1. As the County Council is acting as the accountable body for this arrangement it is required to sign the funding agreement a draft of which is attached at [Annex B](#).

5. RISK ASSESSMENT

- 5.1. The key risks associated with this scheme are the ability to spend the funds in the short timescale available and the potential for any small scale fraud associated with the voucher scheme.

COVID-19 Emergency Assistance Grant Scheme - August 2020

The Local Authority Emergency Assistance Grant for Food and Essential Supplies is for local authorities in England to use to support people who are struggling to afford food and other essentials due to COVID-19. The total grant available in Oxfordshire is:

District Data	100% local allocation
Cherwell	£129,765.88
Oxford	£145,789.71
South Oxfordshire	£84,359.99
Vale of White Horse	£80,090.96
West Oxfordshire	£66,923.46
Total	£506,930.00

Objectives and principles of the scheme

Gov't advises that Local Authorities should use discretion on how to identify and support those most in need and should;

- use the funding from July onwards to meet immediate need and help those who are struggling to afford food and essentials due to COVID-19;
- use the funding for existing schemes and other support which deliver the same outcomes and where the need is greatest;
- work together with other local authorities to provide support and ensure the funding meets its objectives.
- give careful consideration to how any support that helps people facing severe financial hardship impacts those with characteristics protected under the Equality Act.

Centrally retained funding

There is an allocation of funding which has been agreed will be retained centrally. Whilst a final figure has not been reached it will be in the order of £50k. OCC is in discussions with potential partners about their proposals which will need to deliver benefit across Oxfordshire. The proposed investments currently being explored are:

- Citizens Advice delivering some benefits in practice work with food projects and foodbanks to assist residents
- SOFEA towards the continued supply and distribution of food supplies
- Good Food Oxford to provide Food poverty training to volunteers, access to resources for foodbanks and projects and continue to support Community Food networks in each district

District funding

The remaining allocation will be administered in each district council. In West Oxfordshire we are expecting to receive between £55k and £60k. All districts and the City Council have agreed a funding scheme to utilise the district funding, including a broad set of criteria in a bid to achieve consistency across the county. Details are set out below. There may be some local differences – such as different application forms – but these will be kept to a minimum.

Funding scheme details

Opening and closing dates - The scheme opens on 1 September 2020 and will remain open until the funds are spent or 31 March 2021, whichever is the sooner. It is anticipated that funds will be spent by 31 October 2020.

Community groups	Individuals or families
How much is available per organisation? <ul style="list-style-type: none">● 70% of the fund - (if there is insufficient demand, any unspent allocation will be reallocated to individual / family grants (see right) on 1 November 2020)● £5,000 max per organisation	How much is available? <ul style="list-style-type: none">● 30% of the fund – (if there is insufficient demand, any unspent allocation will be reallocated to grants to organisations (see left) on 1 November 2020)● Individuals – an amount of up to £100 would be available. For

	<p>food this would be in the form of vouchers.</p> <ul style="list-style-type: none"> ● Families – an amount of up to £250 would be available. For food this would be in the form of a voucher.
<p>Who is eligible?</p> <ul style="list-style-type: none"> ● Community groups supporting vulnerable residents affected by the Covid-19 pandemic ● Foodbanks and food projects including larders and community fridges supporting vulnerable residents affected by the Covid-19 pandemic ● Community and voluntary organisations offering advice, guidance and training to those affected by the pandemic, to build their capacity particularly around financial hardship (applying for benefits and budgeting advice). ● Priority will be given to organisations based in West Oxfordshire. Organisations based outside the district will need to demonstrate that they are working in partnership with a local group or delivering something not done by others <p>In addition they must be one of the below:</p> <ul style="list-style-type: none"> ● Town and Parish Councils – where they are acting as the partner of a community organisation which doesn't have a bank account and cannot apply in its own right – or where there is no other provider in the same area ● Constituted community-based organisation ● Community interest companies ● Non-profit community organisations 	<p>Who is eligible?</p> <ul style="list-style-type: none"> ● People living in West Oxfordshire ● Individuals or families struggling to afford food and other essential items as a result of COVID-19. ● Applicants must be age 18 and over

<ul style="list-style-type: none"> • Non-profit businesses 	
<p>Application process</p> <p>1. All requests for funding should be made to the council via application form on the councils website. This MUST include the following information:</p> <ul style="list-style-type: none"> • Name of the group/organisation/initiative and the geographical area they are representing – <ul style="list-style-type: none"> ○ Formal constitution or similar governing document ○ Latest bank statement in the organisations name who is applying • High level details of the support or activity the group/organisation will provide with the funding to support their community response to the Coronavirus pandemic • The amount being requested and an indication of the general-purpose that the funding will be put to. <p>2. Once submitted, the council will aim to reach a decision within two weeks of receiving the request.</p>	<p>Application process</p> <ul style="list-style-type: none"> • Agencies and services will be able to refer – <p><u>(To be confirmed yet)</u> Citizens Advice is likely to oversee</p> <p>Other parties undertaking a holistic assessment (such as OCC Childrens and Adults, Connections etc) will be able to fast track to CA a recommended client by providing basic details</p> <p>Other parties not undertaking a holistic assessment will need to refer to CA in the usual way and CA will assess</p> • Applicants cannot receive a grant payment more than once, except in exceptional circumstances.
<p>Who is <u>not</u> eligible?</p> <ul style="list-style-type: none"> • Profit-based businesses (private businesses) • Political and lobbying groups • Community groups not directly supporting residents affected by Covid-19 	<p>Who is not eligible?</p> <ul style="list-style-type: none"> • Not a resident of West Oxfordshire • Individuals who have already received a grant payment, except under exceptional circumstances • Applicants under age 18

<ul style="list-style-type: none"> Community groups not formally constituted <p>These lists are not exhaustive, and the council's decision is final.</p>	<p>These lists are not exhaustive, and the council's decision is final.</p>
<p>What can we fund?</p> <p>Capital expenses</p> <ul style="list-style-type: none"> Buying or replacing essential equipment e.g. If a food bank or larder need a fridge to expand storage capacity <p>Revenue</p> <ul style="list-style-type: none"> Supporting food bank/larder running costs Food supplies Utility, rental and staffing costs Non food supplies: toiletries, sanitary products 	<p>What can we fund?</p> <ul style="list-style-type: none"> Food and essential supplies such as toiletries and sanitary products (We could include mobile phone top up, meter top ups and travel costs for caring/work)
<p>What we will not fund?</p> <ul style="list-style-type: none"> Any activity that does not assist the community response to the Coronavirus pandemic Statutory activities/requirements that either the council or another public-sector organisation is responsible for delivering Alcoholic refreshments Projects that specifically benefit private businesses Political activities, lobbying or campaigning Retrospective requests for activities that have already taken place Activity taking place outside West Oxfordshire 	<p>What we will not fund?</p> <ul style="list-style-type: none"> Capital items Non-essential items

How decisions are reached

When the Community Wellbeing team receives an application, we'll check the eligibility of an organisation and project against the criteria set out in these guidance notes, before scoring the application against the grant assessment scoring matrix.

The officer scores and recommendations will be submitted to the Chief Executive, Leader of the Council and Finance portfolio holder for determination.

Decisions are final and aren't subject to appeal, but we are able to offer feedback or suggestions of other potential sources of funding if required.

Standard conditions

- Organisations/groups must spend the grant on the general community initiatives indicated in their request for funding, by the time the pandemic has ended, or the funding will need to be returned to the council.
- Organisations/groups must let the council know if they no longer require their grant and return it in those circumstances so that it can be redirected to support other COVID-19 initiatives.
- Organisations/groups are responsible for considering where their initiatives need to take account of safeguarding children, young people and vulnerable adults, and subsequently complying with the relevant legislation.
- Organisations/groups acknowledge that the council accepts no responsibility or liability for the services/activities the groups deliver with the funding, now or in the future.

Monitoring and reporting

We the Council as grant recipients agreed to report on the following:

- what type of support you provided
- the criteria you used to assess claims
- the percentage of the fund spent on administration
- the level of demand for support compared to before the lockdown
- your processes that maintained equality and reduced fraud

We may need to pass on some of these requirements to recipients

DATED _____ **2020**

OXFORDSHIRE COUNTY COUNCIL

- and -

XXX City/District Council

FUNDING AGREEMENT

relating to

Local authority emergency assistance grant for food and other essential supplies

S Jordan
Corporate Director - Commercial Development, Assets and Investment and
Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS13 Funding Agreement

THIS AGREEMENT is made the _____ day of
2020

BETWEEN:

- (1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (the "Council"); and
- (2) **[INSERT DETAILS OF ORGANISATION]** (Company/Charity Number *[insert number]* of *[insert (registered) address]* (the "Organisation").

WHEREAS:

- A The Council wishes to provide funding related to the DEFRA scheme for provision of an emergency grant for local authority assistance for food and other essential supplies to the Organisation so that it can carry out the Project on the terms and conditions appearing below.
- B The Organisation wishes to accept the Council's funding and to carry out the Project on the terms and conditions appearing below.

NOW IT IS AGREED:

1 Definitions and Interpretation

- 1.1 In these Conditions, except where the context otherwise requires, the following expressions have the following meanings:

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

"Conditions" means these conditions of funding and any modification of them made in accordance with these conditions;

"Consents" includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration from any governmental or other authority, the local planning authority, landlords, landowners or any other person in relation to carrying out the Project;

"Funding" means the funding as specified in Schedule 2;

"Funding Agreement" means this agreement incorporating these Conditions and the Schedules (and any additional Conditions set out in the Schedules) and any modifications made in accordance with these Conditions;

"Funding Period" means the period specified in Condition 2 which may be subject to extension as provided in Condition 2;

"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" means 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.

"Prohibited Act" means

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Funding Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Funding Agreement or any other contract with the Council;
- (b) entering into this Funding Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Organisation 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 Council;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Funding Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council;

"Project" means the whole or any part of the Project to be delivered by the Organisation as described in Schedule 1;

"Schedules" means Schedules 1-3 and their appendices or annexes, as attached to this Funding Agreement; and

“State Aid Law” means any European Union State aid laws (including without limitation under Articles 106 to 109 inclusive of the Treaty on the Functioning of the European Union (as amended) and/or any applicable judgement, court order, statute, statutory instrument, regulation, directive or decision.

- 1.2 The Funding Agreement and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 1.3 A reference to any act of Parliament, order, regulation, statutory instrument or similar, shall include a reference to any amendment or replacement of it. Reference to any act of Parliament shall also include any subsidiary legislation made under it.
- 1.4 The Funding Agreement represents the entire understanding between the parties in relation to the subject matter of the Funding Agreement. If any of the Conditions become or are declared by a court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall in no way impair or affect any other Conditions all of which shall remain in full force and effect.
- 1.5 In the event of any inconsistency between the Conditions and the Schedules the former shall prevail.
- 1.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Funding Agreement.

2 Funding Period

- 2.1 The Funding Agreement shall commence on the date of this Agreement and shall expire on 31 March 2021 unless terminated earlier in accordance with the Conditions.

3 The Project

- 3.1 The Organisation shall, during the Funding Period, deliver the Project in accordance with the terms and conditions of this Funding Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Council.
- 3.2 The Organisation shall maintain current and accurate records of work carried out in the delivery of the Project and shall provide the Council or its nominee with access to records and data as set out in Schedule 3.

- 3.3 The Organisation will participate in quality and other monitoring as described in Schedule 3 and will provide the Council with all reasonable assistance in this regard.
- 3.4 The Organisation shall use all reasonable endeavours to ensure that the public is aware that the Project is supported by Oxfordshire County Council, and this should include the use of the Oxfordshire County Council logo on publicity material, followed by the words "SUPPORTED BY OXFORDSHIRE COUNTY COUNCIL".

4 Funding

- 4.1 In return for the delivery of the Project, the Funding will be provided by the Council subject to Condition 4.4.
- 4.2 In the event that the Organisation fails to deliver the Project in accordance with the Funding Agreement the Council reserves the right to withhold payment of the Funding or part thereof until the default is rectified.
- 4.3 In the event of serious or persistent breach of these Conditions, the Council shall be entitled to exercise its rights under Condition 11 of this Funding Agreement.
- 4.4 The Council may reduce or withdraw the Funding to the extent any funding received by the Council from a third party is reduced or withdrawn.
- 4.5 The amount of the Funding shall not be increased in the event of any overspend by the Organisation in its delivery of the Project.
- 4.6 The Organisation shall promptly repay to the Council 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 Funding monies have been paid in error before all conditions attaching to the Funding have been complied with by the Organisation.
- 4.7 The Organisation acknowledges that payment of the Funding in no way binds the Council to either the grant or release of any further funding to the Organisation.

5 Insurance

- 5.1 The Organisation shall at all times maintain insurance cover with a reputable company, as follows:
- 5.1.1 public liability insurance (minimum of £5,000,000 (five million) per claim); and

5.1.2 employers liability insurance (minimum of £10,000,000 (ten million) per claim).

5.2 The Organisation shall supply to the Council annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.

6 Intellectual Property Rights

6.1 The Council and the Organisation 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 Council or the Organisation at the commencement of the Funding Period or developed by either party during the Funding Period, shall remain the property of that party.

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

7 Information

The Organisation shall ensure that any information supplied by the Council is treated as confidential and not disclosed to any other person except as may be required by law or when such disclosure is in accordance with any shared information protocol which has been approved by the Council.

8 Compliance with law and other requirements

8.1 The Organisation shall comply with all relevant State Aid Laws, statutes, enactments, regulations and codes of practice and best practice guidelines or other similar instructions in the delivery of the Project.

8.2 The Council shall have the right to suspend payment of the Funding or part thereof if the Organisation does not so comply.

8.3 The Organisation shall comply with the General Data Protection Regulations (EU 2016/679) to the extent that it has the force of law in the United Kingdom and the Data Protection Act 2018, and any subordinate legislation made under such Acts from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation and shall:

- 8.3.1 act only on the instructions of the Council when processing personal data (as defined in that Act) received from the Council;
 - 8.3.2 take all appropriate security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to such personal data;
 - 8.3.3 provide the Council with all such information as the Council may reasonably require to satisfy itself that the Organisation is complying with these obligations;
 - 8.3.4 return to the Council all such information at the expiry or earlier termination of the Funding Agreement.
- 8.4 The Organisation acknowledges that in responding to requests received by the Council under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 the Council will be entitled to provide information relating to the Funding Agreement.
- 8.5 If any part or the whole of the Project consists of works that the Construction (Design and Management) Regulations 2015 (“CDM Regulations”) apply to (“Works”), the Organisation elects to be the only client for the purposes of the CDM Regulations (where applicable) and the Council agrees to such election. The Organisation shall comply with all relevant obligations under the CDM Regulations in respect of any Works (including without limitation those of a client).
- 8.6 The Organisation shall promptly apply for, and be responsible for obtaining, all Consents.

9 Accounts and Records

- 9.1 The Organisation shall provide the Council or the Council’s internal or external auditors or the Local Government Ombudsman with access to its financial records, minute books and any other relevant evidence as to the propriety of its affairs provided that the Council has given reasonable notice of its requirement to inspect.
- 9.2 The Funding shall be shown in the Organisation’s accounts as a restricted fund and shall not be included under general funds.
- 9.3 The Organisation shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding.

10 Bar on Assignment

The Organisation shall not assign the benefit of this Funding Agreement in whole or in part.

- 11 Termination Arrangements/Withholding and Repayment of Funding
- 11.1 The Council shall be entitled to terminate the Funding Agreement immediately by giving written notice to the Organisation if:
- 11.1.1 in the proper opinion of the Council there has been a material or persistent breach of the Funding Agreement on the part of the Organisation;
 - 11.1.2 the Organisation has failed or is failing to deliver the Project;
 - 11.1.3 where it becomes apparent to the Council that the Organisation has made or is making use of the Funding or part thereof for a purpose unconnected with the delivery of the Project or is holding the Funding or part thereof outside of the Funding Period;
 - 11.1.4 the Organisation obtains duplicate funding from a third party for the Project;
 - 11.1.5 the Organisation obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
 - 11.1.6 the Organisation provides the Council with any materially misleading or inaccurate information;
 - 11.1.7 the Organisation commits or committed a Prohibited Act;
 - 11.1.8 any member of the governing body, employee or volunteer of the Organisation 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 Council, bring or are likely to bring the Council's name or reputation into disrepute;
 - 11.1.9 the Organisation 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);
 - 11.1.10 the Organisation 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
 - 11.1.11 the Organisation fails to comply with any of the terms and

conditions set out in this Funding Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;

and in such circumstances the Organisation shall promptly repay to the Council the amount of any Funding as set out in Schedule 2.

- 11.2 Wherever under the Funding Agreement any sum of money is recoverable from or payable by the Organisation (including any sum that the Organisation is liable to pay to the Council in respect of any breach of the Funding Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Organisation under the Funding Agreement or under any other agreement or contract with the Council.
- 11.3 The Council may vary or withhold any Funding and/or require repayment of any Funding already paid if:-
- 11.3.1 repayment or recovery is required under State Aid; and/or
 - 11.3.2 the Council is otherwise required to repay or recover such Funding in whole or in part by the European Commission.
- 11.4 Any Funding required to be repaid in accordance with clause 11.3 shall bear interest as required under State Aid Law.
- 11.5 The Organisation shall repay the Funding or any part thereof to the Council where the Council is required to repay the same to the original provider of the Funding.

12 Limitation of Liability

- 12.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation running the Projects, the use of the Funding, or from withdrawal of the Funding. The Organisation shall 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 the Organisation in relation to the Projects, the non-fulfilment of obligations of the Organisation under this Funding Agreement or its obligations to third parties.
- 12.2 Subject to clause 12.1, the Council's liability under this Funding Agreement is limited to the payment of the Funding.

13 Service of Notices

- 13.1 Any demand, notice or other communication required to be given under the Contract shall be sufficiently served if served personally on the addressee, or if sent by pre-paid first class recorded delivery post or facsimile transmission to the registered office or last known address of the party to be served.
- 13.2 Any such communication shall be deemed to have been made 2 (two) working days from the date of posting (if by letter) and if by facsimile transmission on the date of such transmission except where transmission is made after 2pm when receipt shall be deemed to have occurred on the following working day.

14 Waiver

- 14.1 Failure by the Council at any time to enforce the provisions of the Contract shall not be construed as a waiver of the right of the Council to enforce any provision in accordance with its terms.
- 14.2 The Council may waive any right or remedy arising from a breach of the Contract provided that any such waiver is confirmed in writing and signed on behalf of the Council.

15 Dispute Resolution

- 15.1 Where the Organisation is a voluntary sector body subject to the Oxfordshire Compact, the following applies:

15.1.1 The delivery of the Project under the Funding Agreement shall not cease or be delayed by this dispute resolution procedure.

15.2.2 If any dispute between the parties cannot be resolved by the parties acting in good faith within a month of the nature of the dispute being communicated by one party to the other, then at the instance of the Organisation or the Council, it may be referred to mediation in accordance with the Oxfordshire Compact Mediation Process.

15.3.3 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

- 15.2 Where the Organisation is not a voluntary sector body subject to the Oxfordshire Compact, the following applies:

15.2.1 In the event of a dispute arising regarding the Funding Agreement, the Parties (acting by their nominated representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute.

15.2.2 Where the nominated representatives are not able to settle any such dispute within one month of the date of the dispute, then the Organisation or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.

15.2.3 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 15.2. The initiating party shall send a copy of such request to CEDR.

15.2.4 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.

15.2.5 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

15.2.6 For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures nor shall it cease or delay the delivery of the Project.

15.2.7 Nothing in this Condition 15.2 shall prejudice the right of either Party to apply to the court for interim relief to prevent the violation by the other Party of any proprietary interest or any breach of that Party's obligations.

16. No Partnership or Agency

This Funding Agreement shall not create any partnership or joint venture between the Council and the Organisation, 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.

17. Joint and Several Liability

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

AS WITNESS the parties have signed this Funding Agreement the day and year first before written

For and on behalf of the Council:

For and on behalf of the Council:

SIGNED by [name]

Signature

Position

SIGNED by [name]

Signature

Position

For and on behalf of the Organisation: For and on behalf of the Organisation:

SIGNED by [name]

Signature

Position

(and duly authorised signatory)

SIGNED by [name]

Signature

Position

(and duly authorised signatory)

Schedule 1 Project

The Council is required to make arrangements to deliver an emergency assistance fund for food and other essential supplies that meets the requirements of the guidance document set out in Annex 1 hereto (“the Guidance”)

(Also available at: [Guidance on application of grant](#))

Oxfordshire councils have agreed to do this via the city and district councils through:

- Local support schemes for individuals in acute hardship;
- Local grant schemes for support to the Voluntary and Community Sector to include services providing support for food and other essential items and advisory and coordination services

The Organisation will deliver their local schemes in compliance with the Guidance through the scheme set out in Annex 2 and shall not do anything which would place the Council in a position of non-compliance with the Guidance.

DELIVERING THE OBJECTIVES AND PRINCIPLES OF THE FUND

Set out the operating approach of the local scheme including in summary (or appended if in detail) a methods statement of how the funding will be distributed. Please have regard to how you will:

- Meet the objectives of the fund (section 1 of the Guidance)
- Manage support to those individuals with no recourse to public funds (section 3 of the Guidance)
- Comply with state aid rules (section 4 of the Guidance)
- Consider funding overlap (section 5 of the Guidance)

- Charge minimal administrative costs to the fund (section 6 of the Guidance)
- Meet the public sector equality duty (section 7 of the Guidance)

In managing the distribution of this fund councils will use discretion on how to identify and support those most in need by working in partnership with local advice services (such as the CAB) to identify those who are struggling to afford food and essentials due to COVID-19 and have allocated a proportion of the funding to be used by three projects (CAB benefits in place, SOFEA and Good Food Oxford for training and food forums) with a county wide reach which are existing schemes where the need is greatest. All Oxfordshire District Councils have come together to take a joint approach to setting local criteria for distributing these funds and have also allowed flexibility for each district to further amend to adapt to local circumstances. It is anticipated that the majority of funds will be initially allocated to community groups and charities to bolster their capacity to provide support with a smaller proportion being initially allocated for direct support for individuals and families.

In partnering with local advice charities we are proposing to utilise their expertise and experience in determining hardship combined with their professional knowledge of providing further long term support for those experiencing financial hardship, such as debt management, budgeting and applying for benefits. This will also seek to minimise funding overlap by having a good overall view of individuals circumstances before the a recommendation to provide support is made. Additionally, support is anticipated to be provided by the provision of vouchers for national supermarket chains.

In our eligibility criteria and guidance to advice services we will make it clear that the those ordinarily without recourse to public funds will be eligible for funding under this scheme on the same basis as everyone else, and that immigration status is not a factor to be taken into account.

To comply with rules around state aid the criteria for the grant states that funds are only available to individuals in financial hardship and for voluntary

groups and charities. They are not available to any profit-making organisations.

To ensure that funds administrative costs are kept as low as possible, grants to charities and community groups will be administered by the councils community enablement team who have experience of administering funding of this type and have capacity to deal with applications. For grants to individuals, advice centres will use their existing staff and systems to minimise costs. It is anticipated that many of those being assessed by advice services may have approached them anyway, but the funding being put in place will make reduce the hardship to the individual of having to wait while benefit claims are processed through the system, for example.

To ensure that the public sector equality duty is met district councils will work together to ensure a simple and straightforward application process and will work with advice centres and community groups to develop an approach to notifying eligible groups and individuals of the availability of the funding.

MANAGING THE RISK OF FRAUD

Please set out how will you:

- check that applicants meet relevant eligibility criteria
- verify applicants' identity and bank account details, where relevant

To manage the risk of fraud, advice services will do their standard checks to determine the identity and financial circumstances of those they propose to recommend for grant allocations. To minimise the likelihood of funds being spent on non-essential items, the support will be provided along with appropriate advice and guidance relating to their circumstances, such as making benefit claims, budgeting and debt management. To an extent, using supermarket vouchers will limit the range of items that can be purchased. Funding is only available for formally constituted community groups and registered charities.

If the district council suspects fraud, it will notify the County Council of the:

- number of instances
- total amount lost

TIMETABLE

Please set out below how you will spend majority of the available funding by end October 2020 (see section 1 of the Guidance). If we can agree a common timetable this can be shared.

Mobilisation period	24 to 28 August 2020
Scheme launch	1 September 2020
Reporting requirement (see schedule 3)	31 October 2020

Schedule 2

Funding

An initial funding award as set out below will be due on the completion of this Funding Agreement.

All councils have agreed that an element of the fund will be retained by the County Council for a limited number of joint grant awards. In the event that this joint funding is not allocated in full or in part, a further funding allocation will be made up to the maximum set out below no later than 1 October, unless otherwise agreed by the Council and the Organisation.

	Initial allocation	Maximum additional allocation
Cherwell	£116,326.73	£13,439.15
Oxford City Council	£130,691.06	£15,098.65
South Oxfordshire	£75,623.29	£8,736.70
Vale of White Horse	£71,796.37	£8,294.59
West Oxfordshire	£59,992.56	£6,930.90

Schedule 3

Monitoring and Review

The Council will remain responsible for reporting on this scheme as set out in the Guidance.

By October 31 2020, or three working days in advance of any specified earlier date within October 2020 if such a requirement is required of the Council by DEFRA, the Organisation will supply to the Council a short report setting out:

- what type of support it provided
- the criteria it used to assess claims
- the percentage of the fund spent on administration
- the level of demand for support compared to before the lockdown
- its processes that maintained equality and reduced fraud

The Organisation will not be required to collect and monitor detailed information on applicants. If the Organisation does collect any additional information, it can share this in the survey.

Annex 1

The Guidance