

SECTION 1 – GENERAL INFORMATION

Please complete all the boxes below, giving as much detail as you can and return this application **no later than 5.00pm on Friday 29 February 2008 to:**

Jackie Spencer, Food Standards Agency, Room 808C, Aviation House,
125 Kingsway, London WC2B 6NH

Name of local authority	
'Working' title of your application Max.10 words	
Grant funding requested Max £10k	

<u>Contact details</u>	
Name of main contact person	
Email address	
Daytime phone number	
Postal contact address	

Application Category	Tick category that applies (✓)
Food Hygiene	
Healthy Eating	
Joint (Food Hygiene and Healthy Eating)	

Project Summary: summarise what the project plans to do and to achieve <u>in no more than 150 words</u> We would suggest that this is completed after section 2 has been completed

SECTION 2 – PROJECT DETAILS: This section must be a maximum of 4 pages when completed. Please do not send supplementary materials.

Please tell us briefly about the following aspects of your proposal. This will give us a better understanding of your plans. Boxes will expand to accommodate text that is entered.

1. Aims and objectives (see Guidance Note 23.1)

2. Target audience, scope, coverage and reach (see Guidance Note 23.2)

3. Evaluation measures (see Guidance Note 23.3)

SECTION 2 – PROJECT DETAILS: This section must be a maximum of 4 pages when completed. Please do not send supplementary materials.

4. Delivery and timetable (see Guidance Note 23.4)

5. Partnerships (see Guidance Note 23.5)

6. Excellence, innovation, creativity, sustainability & sustainable development (see Guidance Note 23.6)

SECTION 3 – COSTS SCHEDULE

- 3.1 Please indicate the estimated costs against the broad headings set out in the table below. If you are unable to provide a breakdown in this form, please do not let this prevent you submitting your application although you should include some indication of what the grant will be used for.
- 3.2 Although the grant available from the FSA is limited, we do not wish to limit the amount spent on this project. However, should you wish to make use of other funding, it would be useful if you could indicate the level of funding and the source.
- 3.3 Regarding costs for staff time, costs should relate to payments for additional staff effort required specifically to work on the project that are over and above staff resources that are already available, i.e. for staff to cover existing officers while working on the project or staff overtime required as a result of working on the project.
- 3.4 Expenses for travel and subsistence shall relate to actual amounts spent, and shall be in line with public sector rates, or be agreed with FSA prior to being incurred.
- 3.5 If VAT is applicable this should be included in your costings. Please note that the total amount of the grant includes any VAT that you need to pay and this should be shown separately as “£0.00” on invoices submitted for the amount of the grant.
- 3.6 Please note that the income should equal the estimated expenditure.

PRICE SCHEDULES

	Income (£)		Estimated Expenditure (£)
Funding from FSA Insert amount of grant requested	£	Breakdown of Costs (including VAT where applicable) e.g. staff costs (note para 3.3 above), training, travel & subsistence, facilities hire, childcare, printing , costs, etc.	£
Income from other sources (if applicable) Please specify sources here:	£		£
	£		£
			£
			£
			£
			£
Total Project Resources	£	Total Project Costs	£

SECTION 4 – THE AGREEMENT

Invitation to apply for a Food Standards Agency (FSA) grant for local food hygiene and healthy eating initiatives. Subject to acceptance by the FSA of the bid made by

..... (1)

for a grant of £..... (2)

for local food hygiene and healthy eating initiatives, this Agreement confirms that

..... (1)

agrees to be bound to the conditions of this Agreement which shall comprise of:

- This Agreement (**Section 4** of the Application Form);
- Your Project Plan (**Section 2** of the Application Form);
- Your Price Schedule (**Section 3** of the Application Form);
- Administration Instructions (**Section 5** of the Application Form); and
- The General Conditions of Agreement (**Section 6** of the Application Form).

You are hereby requested to indicate your acceptance of this Agreement by signing **two** copies of this letter of agreement with your application and return **both** copies to the above address **by 5pm on Friday 29 February 2008**. One copy signed by the FSA will be returned to you should your bid be successful, the other copy will be retained by the FSA for its records.

The Form of Agreement must be signed unaltered in any way: any amendment to the Form of Agreement without prior written approval of the FSA will render the document void.

Signed _____
(On behalf of the Local Authority)

Signed _____
(On behalf of the Food Standards Agency)

Name _____
(Print)

Name _____
(Print)

Position _____
(Print)

Position _____
(Print)

Date _____

Date _____

(1) Please insert the name of the local authority, district council, trading standards regional group, food liaison group or group environmental health committee applying for a grant;

(2) Please insert amount of grant requested, up to a maximum of £10k.

SECTION 5 - ADMINISTRATION INSTRUCTIONS

1 Duration of Agreement

- 1.1 The working period of this Agreement shall be from the authorisation by the Food Standards Agency's (FSA) representative **until 31 March 2009**

2. Authorisation

- 2.1 The following person is authorised to act as the FSA's Representative on all matters relating to the Agreement:

Robert Martin

- 2.2 The FSA's Representative may authorise in writing other officers to exercise on his behalf such powers as are contained in this Agreement that he defines.

3 Address for Payment

- 3.1 Invoices associated with paragraph 4.1 in Section 6 should be sent to the FSA addressed to:

The Purchase Ledger Section
The Food Standards Agency
Room 215B Aviation House
125 Kingsway
London WC2B 6NH

- 3.2 As VAT is included in the amount of the grant, VAT on invoices for the amount of the grant should be shown as "£0.00"
- 3.3 The invoice must include details of the FSA's contact person and other details as required by the FSA's representative, which will be provided to successful applicants.

4. Contact details

Day to day contact at FSA:

Jackie Spencer

Food Standards Agency,
Room 808C, Aviation House,
125 Kingsway,
London WC2B 6NH

Telephone: 020 7276 8900
Fax: 020 7276 8907
Email:
jackie.spencer@foodstandards.gsi.gov.uk

Day to day contact at Local Authority:

Name

Address

Telephone:
Fax:
Email:

SECTION 6 - GENERAL CONDITIONS OF AGREEMENT

1 DEFINITIONS

1.1 In this Agreement:

the Agreement means the agreement concluded between the Food Standards Agency (FSA) and the Local Authority consisting of these Conditions and any other documents (or parts thereof) specified in the Agreement;

the FSA means the Chief Executive of the Food Standards Agency or his appointed Representative in the Agreement;

the FSA's Representative shall mean the person authorised to act on behalf of the Chief Executive of the Food Standards Agency.

the Local Authority means the local authority, district council, trading standards regional group, food liaison group or group environmental health committee named in the Agreement;

the Project means the purpose for which the grant is made as specified in the Agreement and shall, where the context so admits, include any goods and services to be supplied thereunder;

approved or approval means approved in writing;

the masculine includes the feminine and the singular includes the plural, and vice versa.

2 VARIATION

2.1 Any alteration to the Agreement shall be agreed in writing by both parties.

2.2 Any instruction issued orally shall have no effect until confirmed by a written notice.

3 THE GRANT

3.1 The Grant shall be the amount specified at Section 4, inclusive of VAT and shall remain firm and fixed for the duration of the Agreement. The Grant does not limit the Local Authority from obtaining other funding for the project, but the specific activities outlined in this application should not already form part of programmed expenditure plans for 2008-09.

3.2 The Grant shall be used solely for the purposes set out in the Project Plan and as summarised at Section 1, and is repayable to the FSA if not so used.

3.3 The Local Authority is required to provide a full account of expenditure in respect of the project at the end of the project. This account must be signed by an appropriate financial officer for the local authority, district council, trading standards regional group, food liaison group or group environmental health committee named in the Agreement;

3.4 The individual named as the Local Authority's Representative shall be the accountable officer responsible for the grant and its use to carry out the Project.

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- 3.5 If capital assets are created ownership may revert to FSA if appropriate.

4 PAYMENT

- 4.1 Payment will be made at the stages set out in the table below. An initial payment of 75% of the value of the grant will be payable upon acceptance of the application and invoiceable immediately. The final payment of 25% will not be made until receipt and acceptance of an evaluation report. Payment at both stages will be made within 30 days of receipt of a correctly supported invoice. Expenses for any meetings at the Food Standards Agency headquarters will require a separate invoice.

- 4.2 Percentages to be paid at each stage are:

On acceptance of application (May 2008)	75%
Delivery of Final Evaluation Report (within 2 months of the completion of the project, and by the end of May 2009 at the latest)	25%

The exact amounts payable will be confirmed on acceptance of the application.

5 LOCAL AUTHORITY'S STATUS

- 5.1 In carrying out the Agreement the Local Authority shall be acting as principal and not as the agent of the FSA. Accordingly:
- 5.2 The Local Authority shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Local Authority is acting as the agent of the FSA; and
- 5.3 Nothing in this Agreement shall impose any liability on the FSA in respect of any liability incurred by the Local Authority to any other person but this shall not be taken to exclude or limit any liability of the FSA to the Local Authority that may arise by virtue of either a breach of this Agreement or any negligence on the part of the FSA, his staff or agents.

6 TIME OF PERFORMANCE

- 6.1 The Local Authority may begin the Project on receipt of a copy of the Agreement signed by the Agency's representative and shall complete it by the end of March 2009. An evaluation of the project shall be submitted to the FSA within 2 months of the completion of the project. For projects completed in March 2009 this shall be by 31 May 2009 at the latest.
- 6.2 The FSA may by written notice require the Local Authority to execute the Project in such order as the FSA may decide. In the absence of

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such notice the Local Authority shall submit such detailed programmes of work and progress reports as the FSA may from time to time require.

7 AUDIT

- 7.1 The Local Authority shall keep and maintain until three years after the Agreement has been completed records to the satisfaction of the FSA of all expenditures which are reimbursable by the FSA and of the hours worked and costs incurred in connection with any employees of the Local Authority paid for by the FSA on a time charge basis.
- 7.2 The Local Authority shall on request afford the FSA or his representatives such access to those records as may be required by the FSA in connection with the Agreement.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Local Authority hereby assigns to the FSA all Intellectual Property Rights (IPR) owned by the Local Authority in any material which is generated by the Local Authority and delivered in the performance of the Project and shall waive all moral rights relating to such material.
- 8.2 In performing the Project the Local Authority shall not infringe the IPR of any third party. Where there are prior rights or rights of third parties in any material, the Local Authority shall obtain approval before using the material and this approval shall include the right of the FSA to use, copy, modify, adapt or enhance the material.
- 8.3 The Local Authority shall indemnify the FSA and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the FSA or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.
- 8.4 Subject to any prior rights and to the rights of third parties, copyright and every other property right in all reports, documents and things produced or information obtained by the Local Authority or which is prepared or obtained under the Local Authority's direction or control under this Agreement shall be vested as copyright in the Crown.
- 8.5 Without prejudice to Condition 7 - Right of Audit, the Local Authority and his sub-contractors shall not disclose any specifications, plans, instructions, drawings, patents, models or other information obtained pursuant to or by reason of this Agreement, without the written permission of the FSA.
- 8.6 The Local Authority and his sub-contractor(s) shall not refer to the FSA in any advertisement without the FSA's written consent.
- 8.7 The provisions of this Condition shall apply during the continuance of this Agreement and after its termination howsoever arising, without limitation of time.

9 INDEMNITY AND INSURANCE

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- 9.1 The Local Authority warrants that it will use its best endeavours to avoid damage to property or injury to persons in carrying out the Agreement.
- 9.2 Without prejudice to any rights or remedies of the FSA the Local Authority shall indemnify the FSA and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the FSA or the Crown may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from carrying out the Agreement or the negligent or wrongful act or omission of the Local Authority.
- 9.3 The Local Authority shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these Conditions. The level of cover shall take into account the liability which may be incurred given the nature of the work to be undertaken. At the request of the FSA the Local Authority shall produce the relevant policy or policies together with the receipts or other evidence of payment of the latest premium due thereunder. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Local Authority.

10 CONFIDENTIALITY

- 10.1 The Local Authority undertakes to treat any information derived from or obtained in the course of the Agreement as confidential and to take all the necessary precautions to ensure that his employees and sub-contractors and their employees treat any information as confidential and in doing so the Local Authority shall ensure that his employees and sub-contractors and their employees keep secret and not disclose information of a confidential nature obtained by him or them by reason of this Agreement.
- 10.2 The provision of paragraph 10.1 shall apply during the continuance of this Agreement and after its termination howsoever arising without limitation of time.

11 RECOVERY OF SUMS DUE FROM THE LOCAL AUTHORITY

- 11.1 The deadlines set out in paragraph 6.1 of these Conditions remained fixed. Future payments may be withheld and the FSA may recover payments already made if these deadlines are not met.
- 11.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Local Authority, such sum may be deducted from any sum or sums then due or which at any time thereafter may become due to the Local Authority under this Agreement or under any other agreement or Agreement with the FSA or with any department, agency or authority of the Crown.

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12 DEFAULT

- 12.1 Should there, in the sole opinion of the FSA, be any failure on the part of the Local Authority to perform any obligation or service required of him under this Agreement, or should the Local Authority be otherwise in breach of any condition of the Agreement, the FSA may, without prejudice to any other rights, remove part or whole of the work required to be performed under this Agreement, or terminate this Agreement summarily; and if the FSA should then make alternative arrangements for the performance of the Contracts by a third party the FSA shall be entitled to recover from the Local Authority any additional expense incurred over the remaining term of this Agreement. Under such circumstances no further payments which may become due to the Local Authority shall be paid until the full costs of re-establishing the Agreement with the third party have been established.

13 TERMINATION

- 13.1 In addition to the rights of termination under paragraph 12 the FSA shall be entitled to terminate this Agreement by giving to the Local Authority not less than sixty days notice to that effect.
- 13.2 Termination under paragraphs 12 or 13 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the FSA and shall not affect the continued operation of any other conditions included in this Agreement.

14 ASSIGNMENT AND SUB-CONTRACTING

- 14.1 The Local Authority shall not without the written consent of the FSA assign or sub-contract the whole or any part of this Agreement. No sub-contracting by the Local Authority shall in any way relieve the Local Authority of any of his responsibilities under this Agreement even with the consent of the FSA as aforesaid.
- 14.2 Where the Local Authority enters into a sub-contract for the purpose of performing the Agreement, or part thereof, he shall cause a term to be included in such sub-contract which requires payment to be made to the sub-contractor within the specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.

15 NOTICES

- 15.1 Any notice or other communication which is to be given by either Party to the other shall be given by letter, or by facsimile transmission or electronic mail confirmed by letter. Such letters shall be delivered by hand or sent prepaid by first class post, addressed to the other Party referred to in Section 5 (Administration Instructions). If the other Party does not acknowledge receipt of any such letter, facsimile transmission or item of electronic mail, and the relevant letter is not returned as undelivered, the notice or communication shall be deemed to have

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been given 3 working days after the day on which the letter was posted.

16 SEVERABILITY

- 16.1 If any condition or provision of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be affected.
- 16.2 If any portion of this Agreement shall be terminated or amended by written notice, for any reason whatsoever, such limited termination or amendment shall not affect the Agreement as a whole and the remaining portion of the Agreement shall remain unaffected and intact.

17 WAIVER

- 17.1 The failure of either party at any time to enforce any provision of the Agreement shall in no way affect its rights thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision itself.

18 GOVERNING LAWS

- 18.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Local Authority hereby irrevocably submits to the jurisdiction of the courts in England and Wales.
- 18.2 The Local Authority shall comply with all and any laws, Acts of Parliament, enactments, orders, regulations or other similar instruments which may, in any way, pertain to the performance of this Agreement. Breach of any such laws, Acts, enactments, orders, regulations or other similar instruments shall be deemed a breach of this Agreement.
- 18.3 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

19 HEADINGS

- 19.1 The headings to Conditions shall not affect their interpretation.