

**DATED**

**2023**

**FEEL GOOD SUFFOLK**

**GRANT AGREEMENT**

**Between**

**Suffolk County Council**

**and**

**Ipswich Borough Council**

**and**

**West Suffolk Council**

**and**

**East Suffolk Council**

**and**

**Babergh District Council**

**and**

**Mid Suffolk District Council**

## CONTENTS

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### CLAUSE

1.	Definitions .....	2
2.	Purpose of the Grant .....	3
3.	Payment of the Grant .....	3
4.	Use of the Grant.....	3
5.	Term, Termination and Withdrawal.....	4
6.	Consequences of Termination.....	5
7.	Monitoring and Reporting .....	6
8.	Intellectual Property Rights .....	6
9.	Confidentiality.....	6
10.	Freedom of Information.....	7
11.	Data Protection .....	7
12.	Withholding, Suspending and Repayment of the Grant .....	7
13.	Indemnities and Limitation of Liability .....	8
14.	Survival.....	8
15.	Waiver .....	9
16.	Notices.....	9
17.	Dispute Resolution .....	9
18.	Variation .....	10
19.	Counterparts.....	10
20.	No Partnership or Agency .....	10
21.	Contracts (Rights of Third Parties) Act 1999 .....	10
22.	Governing Law and Jurisdiction.....	10

### SCHEDULE

SCHEDULE 1 .....	13
SCHEDULE 2 .....	134

This Deed is made on

2023

## **PARTIES**

- (1) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX ("**SCC**").
- (2) **IPSWICH BOROUGH COUNCIL** of Grafton House, 15-17 Russell Road, Ipswich IP1 2DE
- (3) **WEST SUFFOLK COUNCIL** of West Suffolk House, Western Way, Bury St Edmunds IP33 3YU
- (4) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge IP12 1RT
- (5) **BABERGH DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX
- (6) **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX

(each a "**Recipient**" and together "**Recipients**")

Together "**the Parties**" or singularly "**Party**"

## **BACKGROUND**

- (A) SCC has a statutory duty under the Health and Social Care Act 2012 ("**the Act**") to take appropriate steps to improve the health of the people who live in Suffolk. The Recipients are using their powers under section 1 Localism Act 2011.
- (B) SCC is permitted to provide a grant to other organisations or individuals in order to fulfil its statutory duty.
- (C) The Parties have agreed to collaborate to provide the residents of Suffolk with services in the areas of Smoking Cessation, Weight Management, Physical Activity ("**Feel Good Suffolk**").
- (D) This Agreement sets out the terms on which the grant will be provided and the basis on which the collaboration will operate.

## AGREED TERMS

### 1. DEFINITIONS

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

**Agreement:** means this agreement including all schedules, annexes and all documents referred to within;

**Authorised Representative** means the person nominated by each Party to represent them in connection with this Agreement;

**Commencement Date:** 1 October 2023;

**Contract:** the contract between SCC and Leeds Beckett University dated 1 April 2016 for the provision of services to support healthy lifestyle behaviours in the areas of smoking cessation, weight management, physical activity and NHS Health Checks.

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time relating to the use of Personal Data and the privacy of electronic communications;

**Expiry Date:** 31 March 2027;

**Grant:** the sums to be paid to the Recipients in accordance with this Agreement;

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

**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;

**Project:** Feel Good Suffolk, as set out in more detail in Schedule 2.

**Unspent Monies:** Sums paid to a Recipient in accordance with this Agreement which are either unspent or have not been legally committed.

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

- 2.1 The purpose of the Grant is to fund the delivery of the Project.
- 2.2 The Recipients shall use the Grant only for the delivery of the Project and in accordance with this Agreement. The Grant shall not be used for any other purpose without SCC's prior written agreement.

## **3. PAYMENT OF THE GRANT**

- 3.1 SCC shall pay the Grant to the Recipients in accordance with Schedule 1 of this Agreement.
- 3.2 The ratios of funding between the three topic areas are based upon:
  - (a) Prevalence;
  - (b) The leading causes of ill health and early death in Suffolk; and
  - (c) Levels of deprivation across the county.
- 3.3 The Recipients will decide upon the most appropriate allocation across the topic areas in their locality, but their allocations will not vary substantially from the ratios identified in Schedule 1.
- 3.4 The Recipients acknowledge that receipt of the Grant is conditional on the Recipients' continued compliance with the terms and conditions of this Agreement.
- 3.5 The amount of the Grant shall not be increased in the event of any overspend by the Recipients in their delivery of the Project.

## **4. USE OF THE GRANT**

- 4.1 The Grant shall be used by the Recipients for the delivery of the Project in accordance with the terms and conditions of this Agreement.
- 4.2 The Recipients shall be responsible for appointing any contractors to work on its behalf in relation to delivering the Project, determining the suitability of those contractors and ensuring that those contractors comply with all relevant legislation.

- 4.3 Subject to clause 4.4, where there are Unspent Monies at the end of a financial year, the Recipients may use those sums to deliver the Project during the following financial year.
- 4.4 Where there are Unspent Monies at the end of the Term, SCC reserves the right to claw back part or all of the Unspent Monies from the Recipients.
- 4.5 Where SCC determines that a Recipient must make repayment of part or all of the Unspent Monies, the Recipient shall repay that sum to SCC within 30 days.
- 4.6 Any liabilities arising at the end of the Project, including any redundancy liabilities for staff employed by the Recipients to deliver the Project, shall be managed and paid for by the Recipients using the Recipients' resources. There will be no additional funding available from SCC for this purpose.

## **5. TERM, TERMINATION AND WITHDRAWAL**

- 5.1 This Agreement shall become effective on the Commencement Date and shall end on the Expiry Date unless or until terminated earlier or extended in accordance with this Agreement ("**the Term**").
- 5.2 This Agreement may be extended by the Parties by written agreement for a period of two years. The Parties shall use reasonable endeavours to agree any extension no less than 6 months before the Expiry Date.
- 5.3 SCC may terminate this Agreement by giving the Recipients no less than 12 months' notice in writing (such notice ending on 31<sup>st</sup> March in any year during the Term), but only after engaging with the Recipients and providing whatever support is necessary for the Recipients in the discharge of their obligations under this Agreement.
- 5.4 SCC may, by written notice to the Recipients, terminate this Agreement with immediate effect if a Recipient:
- (a) commits a Material Breach of this Agreement which is not remediable;
  - (b) commits a Material Breach of this Agreement which is remediable, but which has not been remedied by the Recipient

within the period specified by SCC (acting reasonably) when notifying the Recipient of the breach.

5.5 For the purposes of this Agreement, **Material Breach** includes, but is not limited to:

- (a) a breach of this Agreement by a Recipient which SCC determines (acting reasonably) is a material breach;
- (b) a Recipient has committed any of the acts in clauses 12.1 (a), 12.1 (b) or 12.1 (c).

5.6 A Recipient may withdraw from this Agreement by giving the other Parties no less than 12 months' notice in writing, such notice ending on 31<sup>st</sup> March in any year during the Term.

5.7 Where a Recipient gives notice in accordance with clause 5.5 ("**the Withdrawing Party**");

- (a) SCC shall have the right to recover from the Withdrawing Party any amount of the Grant paid to the Withdrawing Party that relates to the period after the withdrawal has taken effect and any Unspent Monies as at the date the withdrawal takes effect.
- (b) the other Parties shall use their best endeavours to ensure that the Feel Good Suffolk offer continues to be delivered across the locality for which the Withdrawing Party is responsible in order that there is equitable access to the Feel Good Suffolk offer across the whole of Suffolk.

5.8 In the event that all Recipients withdraw from the Agreement this Agreement shall terminate on the date their withdrawal takes effect.

## **6. CONSEQUENCES OF TERMINATION**

6.1 In the event that this Agreement is terminated, SCC shall have the right to recover from the Recipients any amount of the Grant paid to the Recipients that relates to the period after the termination date and any Unspent Monies as at the termination date.

6.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in

respect of any breach of this Agreement which existed at or before the Termination Date.

## **7. MONITORING AND REPORTING**

- 7.1 The Parties shall closely monitor the delivery and success of the Project throughout the Term to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 7.2 The Recipients shall on request provide SCC with such further information as SCC may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

The Parties 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 a Party before the Commencement Date or developed by a Party during the Term shall remain the property of that Party.

## **9. CONFIDENTIALITY**

- 9.1 Subject to clause 0 (Freedom of Information), each Party shall during the Term 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 and conditions of this Agreement or save as expressly authorised in writing by a 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 and conditions 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**

The Parties shall provide each other with all necessary assistance and cooperation as required to enable each other to comply with their obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

## **11. DATA PROTECTION**

The Parties shall comply with all their obligations under the Data Protection Legislation which arise in connection with this Agreement.

## **12. WITHHOLDING, SUSPENDING AND REPAYMENT OF THE GRANT**

12.1 Without prejudice to SCC's other rights and remedies, SCC may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) a Recipient uses the Grant for purposes other than in connection with the Project;
- (b) a Recipient is, in the reasonable opinion of SCC, delivering the Project in a negligent manner;
- (c) a Recipient has, in relation to the Project or in connection with this Agreement (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 SCC, bring or are likely to bring SCC's name or reputation into disrepute;
- (d) clause 5.5 (a) or 5.5 (b) applies;
- (e) sums are incorrectly paid to a Recipient as a result of an administrative error.

12.2 Where SCC determines that a Recipient must make repayment of all or any part of the Grant to SCC following an event specified in clause 12.1, the Recipient shall repay that sum to SCC within 30 days.

### **13. INDEMNITIES AND LIMITATION OF LIABILITY**

- 13.1 Each Party shall indemnify (“**Indemnifying Party**”), and keep indemnified, every other Party (“**Indemnified Party**”) against all liabilities, costs, expenses, damages and losses incurred by the Indemnified Party arising out of or in connection with the Indemnifying Party’s breach of this Agreement.
- 13.2 The indemnity under clause 13.1 shall apply only to the extent that the liabilities, costs, expenses, damages and losses incurred by Indemnified Party are not directly caused (or directly arise) from the negligence or breach of this Agreement by the Indemnified Party.
- 13.3 SCC shall indemnify, and keep indemnified, the Recipients against all liabilities, costs, expenses, damages and losses reasonably incurred by the Recipients arising from or in connection with a claim that the Transfer of Undertakings (Protection of Employment) Regulations 2006 applies to employees who were delivering services under the Contract prior to the Commencement Date.
- 13.4 Nothing in this clause 13 (Indemnities and Limitation of Liability) shall restrict or limit the Parties’ general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 13.5 SCC accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipients delivering the Project, the use of the Grant or from the withholding or withdrawal of the Grant.
- 13.6 Where a Recipient takes a lead role in procuring a third party or recruiting staff on behalf of the other Recipients in order to deliver the Project, the associated costs shall be shared between the Recipients as they shall determine.

### **14. SURVIVAL**

On termination or expiry of this Agreement, the following clauses shall continue in force: clause 3 (Payment of the Grant); clause 5 (Term, Termination and Withdrawal); clause 6 (Consequences of Termination); clause 7 (Monitoring and Reporting); clause 8 (Intellectual Property Rights); clause 9 (Confidentiality); clause 10 (Freedom of Information); clause 11 (Data Protection); clause 12 (Withholding, Suspending and Repayment of the Grant); clause 13 (Indemnities and Limitation of

Liability); clause 17 (Dispute Resolution); clause 22 (Governing Law and Jurisdiction).

## **15. WAIVER**

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

## **16. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **17. DISPUTE RESOLUTION**

- 17.1 In the event of any dispute arising between any of the Parties (“**Disputing Parties**”) in relation to this Agreement, the matter should first be referred for resolution to the Authorised Representatives of the Disputing Parties or any other individual nominated by the Disputing Parties from time to time.
- 17.2 Should the dispute remain unresolved within 14 days of the matter first being referred in accordance with clause 17.1, any of the Disputing Parties may refer the matter to senior representatives 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 Disputing Parties.
- 17.3 In the event that the dispute remains unresolved, the Disputing Parties involved 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 the Disputing Parties). Unless otherwise agreed, the Disputing Parties shall bear the costs and expenses of the mediation equally.

**18. VARIATION**

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their Authorised Representatives).

**19. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**20. No PARTNERSHIP OR AGENCY**

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

**21. 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.

**22. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This agreement has been executed as a deed and is delivered and takes effect on the Commencement Date.

Executed as a Deed by  
SUFFOLK COUNTY COUNCIL affixing its seal  
in the presence of an authorised officer

Authorised Officer.....

Executed as a Deed by  
IPSWICH BOROUGH COUNCIL affixing its seal  
in the presence of an authorised officer

Authorised Officer.....

Executed as a Deed by  
WEST SUFFOLK COUNCIL affixing its seal  
in the presence of an authorised officer

Authorised Officer.....

Executed as a Deed by  
EAST SUFFOLK COUNCIL affixing its seal  
in the presence of an authorised officer

Authorised Officer.....

Executed as a Deed by  
BABERGH DISTRICT COUNCIL affixing its seal  
in the presence of an authorised officer

Authorised Officer.....

Executed as a Deed by  
MID SUFFOLK DISTRICT COUNCIL affixing its seal  
in the presence of an authorised officer

Authorised Officer.....

## SCHEDULE 1

### GRANT PAYMENT

**Table 1**

Authority	2023-24		2024-25	2025-26	2026-27
Adult Obesity					
IBC	£57,241	Q3 - Q4	£78,789	£78,789	£78,789
WSC	£67,781	Q3 - Q4	£93,297	£93,297	£93,297
ESC	£100,485	Q3 - Q4	£138,313	£138,313	£138,313
BDC	£38,296	Q3 - Q4	£52,713	£52,713	£52,713
MSDC	£41,112	Q3 - Q4	£56,589	£56,589	£56,589
Total	£304,914		£419,700	£419,700	£419,700
Smoking					
IBC	£98,702	Q3 - Q4	£250,750	£250,750	£250,750
WSC	£87,761	Q3 - Q4	£222,956	£222,956	£222,956
ESC	£120,969	Q3 - Q4	£307,319	£307,319	£307,319
BDC	£44,380	Q3 - Q4	£112,747	£112,747	£112,747
MSDC	£37,645	Q3 - Q4	£95,637	£95,637	£95,637
Total	£389,457		£989,409	£989,409	£989,409
Physical Activity					
IBC	£59,836	Q3 - Q4	£70,772	£70,772	£70,772
WSC	£66,806	Q3 - Q4	£79,016	£79,016	£79,016
ESC	£65,988	Q3 - Q4	£78,047	£78,047	£78,047
BDC	£20,771	Q3 - Q4	£24,567	£24,567	£24,567
MSDC	£27,669	Q3 - Q4	£32,725	£32,725	£32,725
Total	£241,070		£285,127	£285,127	£285,127

- 1 SCC shall pay the sums specified in Table 1 above to the Recipients as follows:
  - (a) FY 2023-24 in one lump sum on or around the Commencement Date;
  - (b) Subsequent sums in quarterly instalments in advance commencing at the start of each financial year;

## **SCHEDULE 2**

### **FEEL GOOD SUFFOLK**

#### **1. Principles**

- 1.1 Collaboration and co-operation to deliver the objectives of the Project.
- 1.2 Adherence to the governance process established by this Agreement.
- 1.3 Openness and transparency.
- 1.4 Work together to develop the Feel Good Suffolk offer.

#### **2. Objectives**

- 2.1 To co-produce, deliver, and support the Feel Good Suffolk offer.
- 2.2 To improve the health and wellbeing outcomes for the residents of Suffolk including:
  - (a) Reducing smoking prevalence;
  - (b) Reducing physical inactivity; and
  - (c) Reducing the number of adults who are overweight or obese.

#### **3. Shared responsibilities**

- 3.1 Report to the Collaboration Board on delivery and take-up of the offer.
- 3.2 Support any reasonable requests for information from the other parties.
- 3.3 Ensure residents' and service user's voices are heard at all levels and are used to inform development and improvement of the Feel Good Suffolk offer.
- 3.4 Utilise data from the Project and external data sources to inform decision-making such as Public Health Outcomes Framework [Public health profiles - OHID \(phe.org.uk\)](#)



- 3.5 *Jointly communicate with stakeholders and ensure early engagement with the VCFSE sector to help shape the future of Feel Good Suffolk.*
- 3.6 Develop a clear communication plan for Suffolk about the aspirations for Feel Good Suffolk, and agree an approach to evaluation, including reporting of activity and progress.
- 3.7 Ensure the delivery of Feel Good Suffolk is aligned to the Suffolk Health & Wellbeing Board Strategy, the health and wellbeing strategies of the Recipients and the local Alliance strategies.
- 3.8 The Parties shall work to continually develop and improve Feel Good Suffolk, identifying further funding and delivery opportunities.

#### **4. SCC responsibilities**

- 4.1 Provide a countywide Feel Good Suffolk digital offer that supports and connects to the Recipient's offers, including relevant quality information, referral mechanism and case management system.
- 4.2 Pay the Grant to the Recipients as specified in Schedule 1.
- 4.3 Commission NHS Health Checks.
- 4.4 Maintain and promote the Suffolk Information Partnership (SIP) to enable training and development of the SIP and wider collaboration group.
- 4.5 Maintain and develop Infolink to ensure quality information is available for the digital offer.
- 4.6 Support the delivery of behavioural change, through Behaviour Change principles and Asset-Based Community Development training.
- 4.7 Provide data, information and historical learning to inform the Feel Good Suffolk offer and approach, and to ensure continuous progress.
- 4.8 Submit data to OHID (Office for Health Improvement and Disparities) as part of its Public Health functions.

## **5. Recipient responsibilities**

- 5.1 Use existing partnerships and contracts, and their unique position within community groups, to enable delivery of interventions and encourage uptake of the Feel Good Suffolk offer.
- 5.2 Ensure delivery in their area meets the local need and aligns with the countywide offer. Recipients shall ensure that a minimum offer is in place and develops during the first year of this Agreement.
- 5.3 Ensure the quality assurance of delivery in their area through internal verification and quality assurance standard frameworks, and share learning and good practice countywide.
- 5.4 Record activity in their area using the shared case management system.
- 5.5 Provide data and information to the Collaboration Board to enable SCC to comply with its national reporting responsibilities.

## **6. Governance**

- 6.1 The Parties shall form a Collaboration Board to review progress in delivering the objectives of the Project.
- 6.2 The Collaboration Board shall agree Terms of Reference.
- 6.3 The Collaboration Board shall comprise one officer from each Party. Each Party may nominate an officer to attend meetings on that Party's behalf.
- 6.4 Where the nominated representative is not available to attend a meeting of the Collaboration Board, that Party shall inform the Chair no less than 24 hours before the meeting, and a substitute representative may attend in their place.
- 6.5 The Collaboration Board will only meet when a representative is available from each Party and shall take decisions through consensus only.
- 6.6 The Collaboration Board shall elect a Chair and a Deputy Chair, with each role having a 6-month term, and the roles shall rotate around the Parties.
- 6.7 SCC shall provide the secretariat function for the Collaboration Board.

- 6.8 The Collaboration Board shall collate data and submit reports to Health and Wellbeing Board, Suffolk Chief Officers Leadership Team (SCOLT), Suffolk Public Sector Leaders group (SPSL), Collaborative Communities Board (CCB) and a Portfolio-Holders Group.
- 6.9 The Collaboration Board shall initially meet on a monthly basis, and as subsequently agreed between the parties.
- 6.10 The Collaboration Board shall be served by an Operational Group that all Parties will support.