



Essex County Council

Essex County Council
County Hall
Chelmsford
Essex CM1 1QH

29/03/2023

Dear Jonathan Morter

RE: Minimum Financial Assistance Notification

Essex County Council (ECC) offers Jonathan Morter a Minimum Financial Assistance (MFA) subsidy under the Subsidy Control Act (2022), subject to:

- a) completion of the MFA Confirmation at Appendix 1 (**MFA Confirmation**); and
- b) your agreement to, and compliance with, the terms and conditions set out in the Grant Letter at Appendix 2 (**Grant Letter**).

The amount of MFA offered is £12,000

The MFA Confirmation must be sent by someone who is authorised to do so on behalf of your organisation.

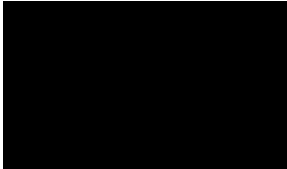
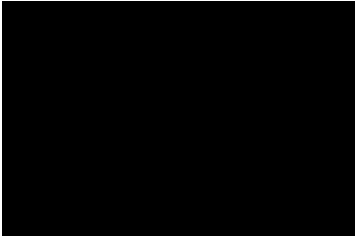
Please return the signed MFA Confirmation and Grant Letter to Strengthening.Communities@essex.gov.uk by 20/03/2023. **ECC will be unable to make any payment until the MFA Confirmation and Grant Letter are signed and returned.**

Yours faithfully

Essex County Council

Appendix 1 - MFA Confirmation:

I confirm, for and on behalf of, Jonathan Morter that receipt of MFA of £12,000 from Essex County Council will not exceed Jonathan Morter's MFA threshold specified in section 36(1) of the Subsidy Control Act (2022)."

Signed by (name)	
for and on behalf of Jonathan Morter	
Signature	
Title	Director
Date	29th March 2023

Appendix 2 – Grant Letter



Essex County Council

Essex County Council
County Hall
Chelmsford
Essex CM1 1QH

09/03/2023

Dear Jonathan Morter

Re: Grant Funding Letter relating to VCS Infrastructure Commission

1. Essex County Council (referred to in this letter agreement as “**the Council**”) offers a grant of £12,000 (“**Grant**”) to **Jonathan Morter** (referred to in this letter agreement as “**the Recipient**”) for the period of 1 April 2023 to 31 March 2024 subject to:
 - a) confirmation from the Recipient that receipt of the Grant will not exceed the Recipient’s Minimum Financial Assistance threshold specified in section 36(1) of the Subsidy Control Act (2022) (“**the MFA Confirmation**”); and
 - b) the Recipient’s agreement to, and compliance with, the terms and conditions set out or referred to in this letter agreement and its Schedules.
2. The parties agree to comply with the terms of this letter agreement in consideration of the foregoing, the mutual promises herein set forth, and the payment by each party to the other of the sum of one pound (£1), the receipt and sufficiency of which is acknowledged by each party.
3. This letter agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.
4. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this letter agreement or its subject matter or formation.

Amount of Grant

5. The amount of Grant offered is **£12,000 (twelve thousand pounds)**. This is the total amount of Grant that the Council may pay and this amount will not be increased as a result of any overspend or otherwise.

Purpose of Grant

6. The Recipient shall use the Grant only for the delivery of the project set out in Schedule 1 (“**the Project**”) and in accordance with the terms and conditions set out in this letter agreement and Schedules. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
7. The Recipient shall not make any significant change to the Project without the Council’s prior written agreement.

Use of Grant

8. The Grant shall be used by the Recipient for capital expenditure for the delivery of the Project in accordance with the agreed Grant funding. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure shall not exceed the total amount of the Grant.
9. The Recipient shall not use the Grant to:
 - a. make any payment to members of its Governing Body;
 - b. purchase buildings or land;
 - c. pay for any expenditure commitments of the Recipient entered into before the Commencement Dateunless the Council approved this in writing
10. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, may be applied to the Project.
11. The Recipient shall ensure all permissions / consents required to commence the Project have been obtained and complied with when building the Project and that all property and land related matters have been secured.

Payment of Grant

12. Subject to paragraph 13, the Grant will be paid in accordance with the instalments in Schedule 2 to the letter, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
13. No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

14. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project
15. The Recipient 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 Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

Withholding, Suspending and Repayment of Grant

16. The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - a. the Recipient uses the Grant for purposes other than those for which they have been awarded;
 - b. the delivery of the Project does not start within [six (6)] months of the date of this letter agreement and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
 - c. the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - d. the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
 - e. the Recipient obtains duplicate funding from a third party for the Project;
 - f. the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
 - g. the Recipient provides the Council with any materially misleading or inaccurate information;
 - h. the Recipient:
 - (i) directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
 - (ii) directly or indirectly requests, agrees to receive or accepts any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this letter;
 - (iii) commits an offence: (a) under the Bribery Act 2010; (b) under legislation or common law concerning fraudulent acts; (c) of defrauding, attempting to defraud or conspiring to defraud the Council (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017);

(iv) any activity, practice or conduct which would constitute one of the offences listed under (iii) above if such activity, practice or conduct had been carried out in the UK.

i. any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;

j. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

k. the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

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

Records

17. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

18. The Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

19. The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Recipient and shall not be entitled to any payment from the Council for such compliance and facilitation.

Monitoring and Reporting

20. The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this letter agreement is being adhered to.
21. The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Council may reasonably require. During the Grant Period the Recipient shall provide the Council with each report within three months of the last day of the quarter to which it relates.
22. Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
23. The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this letter.
24. The Recipient shall permit any person authorised by the Council such reasonable access to the Recipient's employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this letter agreement and shall, if so required, provide appropriate oral or written explanations from them.
25. The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
26. The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

Freedom of Information and Data Protection

27. The parties shall comply with all applicable requirements of and all their obligations under all applicable data protection legislation and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the privacy of electronic communications, which arise in connection with the letter.

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

29. The Recipient shall:

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

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

UK Subsidy Control

31. The Recipient warrants that:

- a) the Grant is not a prohibited subsidy under the law in force from time to time in the UK including the law embodied in the UK-EU Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, the Agreement on Trade-Related Investment Measures, the General Agreement on Trade in Services, and such other free trade agreements entered into by the UK with any other country and all other legislation and regulatory requirements in force from time to time which apply to measure granted by a public body to an economic actor (“**Subsidy Control Legislation**”);and
- b) receipt of the Grant will not exceed the Recipient's Minimum Financial Assistance threshold specified in section 36(1) of the Subsidy Control Act (2022).

32. In the event that the Grant is held to be a prohibited subsidy, and remedial measures are applied to the United Kingdom to recover such prohibited subsidy (in full or in part) from the Recipient (a "Recovery Decision"), the Recipient shall, to the extent the Recovery Decision requires, immediately pay such incompatible subsidy to the Council plus interest in accordance with the Recovery Decision and without set-off or deduction.
33. The Recipient acknowledges and agrees that it is responsible for ensuring that its use of the Grant is in accordance with the Subsidy Control Legislation. The Recipient shall indemnify the Council on demand from and against all losses, whether direct or indirect, in respect of a breach of the Subsidy Control Legislation and/or which arise out of or in consequence of a breach of any part of this letter agreement.

Publicity

34. Publicity and written material relating to work supported by the Grant should acknowledge the support [insert project] when producing any form of report, promotional, or publicity material in relation to the Project, including press releases, leaflets, posters, brochures, reports and online material including social media.
35. The Recipient agrees that no part of the Grant should be used to fund paid for marketing and advertising.

Notices and contact

36. In communicating with the Council, the Recipient's contact within the Council is:
[REDACTED], Lead for Strengthening Communities
37. In communicating with the Recipient, the Council's contact within the Recipient is:
Jonathan Morter
Jonathan.athanmorter@gmail.com

Please sign and return a copy of this letter agreement if you agree to its terms.

Yours faithfully,

Essex County Council

Agreement

I confirm, for and on behalf of the Recipient, the agreement of the Recipient to the terms and conditions set out or referred to in this letter agreement and its Schedules.

Signed:



Printed Name: JONATHAN MORTER

Date: 29th MARCH 2023

Schedule 1 **The Project**

This grant relates to the delivery of digital mapping and content support from the 1st April 2023 to 31st March 2024.

Purpose

Expert social media consultancy including content creation and community mapping exercises, both geographical and thematic. Actively manage relationships with the admins in Essex to support the delivery of the outcomes aligned to the various campaigns by encouraging participation and strengthening links from the wider 'unknown' digital communities. This requires an extensive and intimate knowledge of the current landscape of digital community groups.

Schedule 2 **Payment Schedule**

Amount of Grant Payable	Date of Payment	Payment details
£12,000	April 2023	Digital payment 1

Schedule 3 **Reporting Schedule**

Bi-weekly reporting direct to commissioner including:

- Number of digital communities mapped
- Number of followers/likes in Essex admins group
- Top engagement posts

Schedule 4 Reporting template

Dashboard to be finalised, agreed and circulated by 31