FUNDING AGREEMENT

MERSEYSIDE FIRE AND RESCUE AUTHORITY

AND

LIVERPOOL FC FOUNDATION

1. **Parties**

1.1 Merseyside Fire and Rescue Authority, Service Headquarters, Bridle Road, Merseyside L30 4YD

and

1.2 Liverpool FC Foundation, charitable company registered in England and Wales with The Charities Commission, Company Registration Number 04587220, Registered Office Anfield Road, Liverpool L4 0TH, Charity Number 1096572

2. **Definitions**

In this agreement:

2.1 'The Authority' means Merseyside Fire and Rescue Authority

2.2 'The Provider' means Liverpool FC Foundation.

2.3 'Services' shall mean those services as described in Appendix 1 to the Agreement

3. **Basis of the Agreement**

3.1 The Authority's mission is to create 'Safer, Stronger, Communities, Safe, effective Fire Fighters'. The Authority recognises that working together enables it to achieve this mission in a more cohesive and effective way.

3.2 The Authority cannot deliver its mission and aims by working alone and recognises that it will be more successful in achieving these corporate aims by working in a partnership.

3.3 By working together with the Provider the Authority aspires to support the Provider's continued delivery of the "Kicks Football+" programme for 1 year with the aim of targeting more areas which are Anti-Social Behaviour areas for the Authority with high levels of small nuisance fires and aggressive behaviour towards operational and other staff.

3.4 The Authority will provide funding towards the cost of the Provider's programme called 'Kicks Football+', which will include football sessions and extracurricular activity taking place in areas with high levels of crime and anti-social behaviour, including Toxteth, Belle Vale, Croxteth, location(s) in Wirral and a new location to be agreed between the parties. The Authority funding together with the Provider's funding from the Premier League will also support extracurricular activities in further existing Kicks locations as identified by the Provider.

3.5 Research demonstrates that fire discriminates and that people living in areas of higher deprivation, unemployment and poorer housing and health are more at risk from fire. Tackling some of the root causes of this e.g. poor health later in life, instilling in young people a sense of discipline and responsibility that will provide a positive influence and developing skills for the work place with initiatives like this partnership with the Provider can potentially reduce risk in the future.

3.6 The Agreement is not a partnership as defined in the Partnership Act 1890.

1. Term

This Agreement shall commence on 1 September 2016 and expire on 31 August 2017 in line with Premier League funding cycles, with the option to extend the delivery time frame if all parties agree or until terminated in accordance with clause 7 whichever is the earlier.

2. The Authority's Obligations

The Authority agrees and undertakes (where appropriate):

2.1 The Authority will be one of the two primary partners to Liverpool FC Foundation for the Kicks Football+ programme (see 3.4 for main locations) – all literature will be co-branded in accordance with clause 8.

2.2 The Authority will support project meetings to ensure the successful delivery of the project.

2.3 The Authority and the Provider will continue to ensure the Kicks Football+ programme reflects it mutual charitable and social objectives.

2.4 The Authority will add further value to the programme by complimenting the Kicks Football+ programme with the inclusion of information, advice and guidance and referral pathways for example to Community Safety Apprenticeships or Princes Trust, Road Safety Engagement sessions and sessions on Youth Violence and Knife Crime delivered by the Authority's partner, Street Doctors a Liverpool based charity and by permitting use of its Mark.

2.5 An informal review of the partnership will be conducted monthly and reported by the Authority and the Provider to their respective stakeholders.

2.6 A report will be compiled upon completion of the 2016/17 Kicks Football+ project by the Authority with input from the Provider which may be used by the Authority to report on the impact and success of the Kicks Football+ project and its outcomes and to consider the potential for future funding and collaboration.

Payments of Funding

2.7 In consideration of the Provider's delivery of the Kicks Football+ programme, the Authority agrees to pay the Provider the sum of £30,000.00 by way of donation.

2.8 The funding will be paid by the Authority prior to the commencement of the 2016/17 Kicks Football+_ programme and within 30 days of the receipt of a claim from the Provider. The Provider may claim the funding at any time following the completion of this Agreement. The donation is paid by way of match funding to the Provider's Premier League Kicks grant.

3. The Provider's Obligations

The Provider agrees and undertakes

3.1 To deliver the Kicks Football+ programme during the period 1 September 2016 and expire on 31 August 2017 in line with Premier League funding cycles, with the option to extend the delivery time frame if all parties agree or until terminated in accordance with clause7 whichever is the earlier.

3.2 To be responsible for the day to day organisation and administration of the project

3.3 To take all reasonable steps to secure the health, safety and welfare of all employees and agents involved in providing the Services and the participants of the Kicks Football+ programme.

3.4 The Provider will ensure that all staff involved in the provision of the Services are vetted and where appropriate hold and maintain up to date Disclosure and Barring Service Checks.

Insurance

3.5 The Provider shall maintain in force with a reputable insurance company, Public Liability cover with a minimum limit of £5,000,000 in respect of any one incident

4. Mutual Obligations of both Parties

Accountable Persons

4.1 The accountable person shall be the nominated post holder who will be responsible for ensuring the proper control and management of the services and the supervision and submission of all the required information.

4.2 The accountable person for the Authority will be (insert nominated post holder)

4.3 The accountable person for the Provider will be Martin Talbot.

Environmental, Health & Safety

7.4 Both parties shall at all times comply with all legislation, standards and regulations, including but not limited to, those relating to Consumer Protection and Health, Safety and Environment, which are relevant to any service pursuant to the agreement.

7.5 Both parties shall not perform any service, which is intrinsically hazardous to life or harmful to the environment, without appropriate arrangements being agreed to by the parties in advance.

Equal Opportunities

7.6 Both parties shall have a written equal opportunities policy statement and shall promote equality of opportunity between all individuals and groups having access to the services.

7.8 Both parties shall ensure that any allegations of discrimination or complaints made against it are properly investigated and that appropriate action is taken. Neither party shall be in breach of their obligation hereunder in respect of any activity falling within an exception of the Equality Act 2010 or any amendments thereto.

Termination

7.9.1 Without prejudice to any of its other rights either party may immediately terminate this Agreement if any of the following occurs or is likely to occur:

(a) the other party is in breach of its obligations under this Agreement which, if capable of remedy, has not been remedied within 14 days of receiving a written notice to do so from the non-breaching party; or

(b) the other party commits any fraud or dishonesty or acts in any manner which in the opinion of the party relying on this clause (acting reasonably) brings or is likely to bring it into disrepute or is materially adverse to its interests.

7.9.2 Either party may terminate this Agreement by giving notice to the other if, in connection with the funding or Services, the defaulting party or any person appointed or employed by it or acting on its behalf (either with or without the knowledge of the other party); (a) accepts, solicits, agrees to receive, promises, offer or gives a bribe, a facilitation payment, a kickback or other improper payment; and/or (b) commits an offence under the Bribery Act 2010 or any other applicable anti-bribery and corruption laws or regulations.

7.11 Complaints

7.12 The party who is the recipient of the complaint will, in accordance to their complaints procedure, investigate the complaint.

7.13 Information will be shared with other appropriate parties, in order to facilitate investigation and the successful resolution of the complaint.

Information Sharing

7.14 Both parties agree that they will comply with all requirements of the Data Protection Act 1998 in relation to this agreement.

Freedom of Information

7.15 Where either party receives a request for information under the Freedom of Information Act 2000 which relates to information disclosed by the other party it will consult with that party as to disclosure or refusal of the request.

8. Permission to use registered trade mark and marketing

8.1 The Authority and the Provider will market and promote the Kicks Football+ programme and agree to use the following designations in relation to each other and the Kicks Football+ programme in all marketing materials and other documents and shall not deviate from such designations:

8.1.1 Programme Name: Kicks Football+.

8.1.2 The Authority: funding partner of Liverpool FC Foundation.

8.1.3 Liverpool FC Foundation: official community partner of Merseyside Fire and Rescue Service.

8.1.4 Use of Liverpool FC Foundation, Merseyside Fire and Rescue Service and Premier League Kicks logo on all marketing materials and other documents.

8.2 Each party, as registered proprietor of their respective registered trademarks as set out in Appendix 2 (**Mark**), grants to the other a non-exclusive, limited, non-transferable revocable permission to use their Mark solely:

8.2.1 as shown in Appendix 2 without modification, including in relation to any trade mark notices shown there;

8.2.2 for the sole purpose of incorporating the Mark on marketing materials, reports and other documents relating the Kicks Football+ programme, which materials must also include the Mark of the party relying on the permission and the mark of the Premier League/Premier League Kicks logo.

8.3 The right to use the Mark is limited to the form and manner of use described in clause 8.2. No other use of the Mark is permitted under this Agreement and neither party

shall suggest a wider association, sponsorship or partnership with the other. For the avoidance of doubt:

8.3.1 neither party may use the other's Mark in isolation of its own and the other partner's mark (being the Premier League/Premier League Kicks logo); and

8.3.2 neither party may use the other's Mark in relation to any of its other activities.

8.4 Each party shall obtain the other's prior written approval of all materials that incorporate the Mark.

8.5 Neither party shall place or depict the Mark of the other in any manner or in any materials that would tend to denigrate, disparage, tarnish, dilute, misrepresent or otherwise adversely affect or take advantage of it or its reputation.

8.6 The parties may revoke this permission at any time with immediate effect by written notice if there is a contravention of any requirement of this permission. The permission herein granted shall expire on termination or expiration of this Agreement.

8.7 The parties acknowledge and agree that ownership of all rights, title and interest in the Marks shall remain vested in the owner.

8.8 Neither party shall make any announcement or permit any announcement to be made, without the prior written consent of the other, except that a party may make announcements to the extent required by law or by any court or governmental or regulatory authority. For the purposes of this clause an announcement is any public announcement, circular or other communication about or containing information about the terms, subject matter or existence of this Agreement or the parties' performance of their obligations under or in connection with it.

9. Liability

9.1 Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.

9.2 Without prejudice to clause 9.1 each party's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation or otherwise shall be limited to £30,000.

10. Law

This Agreement shall be construed in accordance with and governed in all aspects by English Law and the parties submit to the exclusive jurisdiction of the English courts.

Print Name

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Signed by

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Date

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The duly authorised representative of …….

Print Name

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Signed by

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Date

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The duly authorised representative of Merseyside Fire and Rescue Authority following approval by the Community Safety Partnership Group (CSPG) on

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Appendix 1

Service Specification

Appendix 2

Marks