

## Essential Reference Paper D

### Funding Service Level Agreement

#### Active East Herts - Community Sports Network Funding

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**Between EAST HERTS COUNCIL (the “Client”)**

**And ACTIVE EAST HERTS (the “Contractor”)  
c/o Herts Sports Partnership, Sports Performance  
and Development Centre, Hertfordshire Sports  
Village, De Havilland Campus, Hatfield, Herts, AL10  
9EY**

#### **1.0 Preamble**

1.1 This Service Level Agreement (SLA) is the formal recognition of the funding awarded by EHC and the responsibilities hereafter on behalf of the service provider to ensure the efficient delivery of the service, as detailed in AEH-CSN Action Plan 2015/2016.

#### **2.0 Duration of the Agreement**

2.1 This Service Level Agreement shall commence on 1st September 2015 and end on 31st August 2016 unless otherwise agreed.

#### **3.0 Purpose of the Agreement**

3.1 To recognise the support given by East Herts Council to the service provider to carry out the service as detailed in AEH-CSN Action Plan 2015/2016. (Appendix 1)

3.2 To develop and maintain a positive working relationship between East Herts Council and the service provider.

#### **4.0 Accountability**

- 4.1 East Herts Council, and/or its representatives, is the administrative body and therefore has the right to request any additional financial and performance information if deemed necessary for audit purposes.
- 4.2 The contact for the purpose of this agreement is Will O'Neill Head of Communications, Engagement & Cultural Services (East Herts Council) and/or his representatives who will liaise with the service provider and/or his/her representatives to ensure the agreement is maintained by both parties, to monitor milestones, outcomes and finances throughout the project and complete a review upon completion of the agreement to identify any issues in the relationship between the parties.

## **5.0 Purpose of the Funding**

- 5.1 To support services which deliver outcomes as mentioned in AEH-CSN Action Plan 2015/2016.

## **6.0 East Herts Council's Commitments**

- 6.1 East Herts Council will make payment of £5000 subject to the Council's budget setting process and satisfactory delivery of the action plan.
- 6.2 Payment shall be made in one lump instalment on agreement of the action plan between contractor and client subject to compliance with the monitoring requirements.

## **7.0 Service Providers Commitments**

- 7.1 To provide the service described in AEH-CSN Action Plan 2015/2016.
- 7.2 To provide progress updates on objectives and actions in AEH-CSN Action Plan 2015/2016 to East Herts Council and/or its representatives every three months.
- 7.3 To provide a report at the end of the twelve month period highlighting performance against targets and agreed outcomes.

- 7.4 To provide a regular stream of updates and 'good news' stories, (including pictures) to be reported on through East Herts Council's regular communication channels.
- 7.5 To acknowledge the financial contribution made by East Herts Council in any promotional material associated with the AEH-CSN 2015/2016.

## **8.0 Use of the Funding**

- 8.1 The funding will be spent solely on the provision of services, projects or items outlined in the AEH-CSN Action Plan 2015/2016.
- 8.3 East Herts Council shall be under no obligation to make any or all of the payments and may require part or all of the funding to be repaid if:
  - a) Progress towards meeting service objectives and outputs is in East Herts Council's opinion, unsatisfactory.
  - b) Before completion if there is a change in the nature or scale of the project which is, in East Herts Council's opinion, substantial.
  - c) The service provider fails to provide the service.

## **9.0 Monitoring and Evaluation**

- 9.1 Monitoring of the service is essential to ensure East Herts Council's contribution is utilised in a proper and effective manner and in accordance with the agreed criteria.
- 9.2 The service provider will update the action plan for the period of the agreement, which will include milestones/targets and outputs where available. The action plan will make up part of this agreement and will be agreed between the service provider and East Herts Council and/or its representatives.
- 9.3 Monitoring will be completed every three months by the stated dates.
- 9.4 Unless otherwise stated, the volumes described in the action plan are estimates of the anticipated service workload. Any

substantial change to those volumes will necessitate written notification within the monitoring form.

- 9.5 All invoices, receipts, estimates and account balances should be retained by project leads and in the event of any ad hoc external audit will be provided to East Herts Council upon request.

## **10.0 Assets**

- 10.1 Any assets acquired by the contractor for the purpose of carrying out this action plan should be reported through monitoring.

## **11.0 Termination/Variation**

- 11.1 Any reduction in or changes to service will be notified to East Herts Council in writing as soon as possible.
- 11.2 East Herts Council and the service provider may jointly agree to omit any part of the action plan, or provide additional services or vary temporarily or permanently any part of the action plan. Any such agreement must be in writing and agreed by both parties.
- 11.3 The agreement may also be terminated if, after consultation, either party has reason to believe that the objectives of the agreement cannot be achieved within the time or finances available.
- 11.4 Such consultation shall begin with a written request by one party for a meeting with the other. The request will set out fully the reasons for the wish to terminate.
- 11.5 The parties shall meet within two weeks of the receipt of such a written request and endeavour to overcome the problems identified.
- 11.6 If there is no satisfactory outcome after the meeting referred to in 11.5 above has been held, either party may terminate this agreement by giving three months notice in writing to the other (or such other period as may have been agreed in the course of consultation). Such notice however shall not be

given unless the meeting referred to in 11.5 above has taken place.

11.7 If this agreement is terminated before the end of the twelve month period East Herts Council may make any financial adjustments necessary.

**Signed by:**

on behalf of EAST HERTFORDSHIRE COUNCIL

Date:

**Signed by:**

on behalf of the Management Committee of the service provider

Date:

## 1.0 Reporting Dates

1.1 The following information (2.0 – 4.0) is required for each of the periods detailed below and will be reported to East Herts Council.

1.2 East Herts Council may request further details where it feels insufficient information has been provided.

Period		Deadline for completing Monitoring	Meeting Date
1	1 Sep – 30 Nov '15	15 Dec '15	By 31/12/15
2	1 Dec – 28 Feb '16	15 Mar '16	By 31/3/16
3	1 Mar – 31 May '16	15 June '16	By 30/6/16
4	1 June – 31 Aug '16	15 Sept '16	By 30/9/16