

GRANT AGREEMENT

BETWEEN

SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY

AND

ROTHERHAM METROPOLITAN BOROUGH COUNCIL

Re: FEASIBILITY FUND

Minute No. 12 - MCA Meeting 21st March 2022

This Agreement is dated

PARTIES

1. **SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY** of 11 Broad Street West, Sheffield, S1 2BQ (the "Authority"); and
2. **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** of Riverside House, Rotherham, S60 1AE (the "Recipient")

being the Party or Parties, as applicable.

BACKGROUND

The Authority is the Accountable Body in respect of the Feasibility Fund and has agreed to make funding available to the Recipient under the terms and conditions of this Agreement (the "Agreement").

AGREED TERMS

1. DEFINITIONS

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

"**Accountable Body**" means the body responsible for spending and further distribution of the Grant.

"**Commencement Date**" defined as 1st April 2022 meaning the date from which the Eligible Costs and Project Outputs may be attributed to the project.

"**Data Protection Legislation**" means the Data Protection Act 2018 (DPA), and the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the DPA.

"**Completion Date**" as set out in Schedule 2, Paragraph 2.1 means the date by when the Eligible Costs and Project Outputs in Schedule 4, Paragraph 4.1, must be achieved;

"**Grant**" means the amount provided by the Authority as reimbursement of Qualifying Expenditure, to a maximum amount of £3,000,000.00.

"**Grant Manager**" means the person appointed by the Authority to manage the Grant in relation to this Agreement and / or any such person notified from time to time to the Recipient or his or her replacement.

"**Monitoring Information**" means the information required to monitor the Project during the contract period;

"**Principles**" means the principles of acceptable subsidies set out in Article 3.4 of the UK-EU TCA Rules.

"**Project**" means the project as described in Schedule 1;

"**Project Outputs**" means the product of the works to deliver the Project, as set out in Schedule 4;

"Project Intellectual Property" means all Intellectual Property arising from or which comes into existence as a result of carrying out the Project to the extent that it is owned or acquired or is otherwise under the control of the Recipient;

"Project Manager" means the Recipient's manager of the Project identified as Simon Moss, Assistant Director, Planning, Regeneration and Transport and any replacement from time to time as agreed by the Authority;

"Serious Breach" means any breach which adversely, materially and substantially affects the performance or delivery of the Project;

"Sub-Contractor" means any person, firm or company to whom the Applicant may sub contract all or any part of the performance or delivery of the Project provided under the Agreement.

"Subsidy Rules" means the UK-EU TCA Rules and the WTO-ASCM Rules together

"UK-EU TCA Rules" means the subsidy provisions set out in Title XI Chapter 3 of the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community of the one part and the United Kingdom of Great Britain and Ireland of the other part dated 24 December 2020

"WTO-ASCM Rules" means the subsidy provisions set out in the World Trade Organisation Agreement on Subsidies and Countervailing Measures dated 15 April 1994

2. ENTIRE AGREEMENT

2.1 This Agreement shall be of no effect until it has been signed by or on behalf of both Parties.

2.2 The terms and conditions set out in the Agreement shall govern the Agreement to the exclusion of all other terms including those that the Recipient may purport to apply to the Agreement and shall supersede any prior promises, representations, undertakings, implications or Agreement made by the Parties.

2.3 No amendment or variation to this Agreement shall be effective unless it is by agreement in writing and signed by the Authority and the Funding Recipient.

3. PURPOSE OF THE GRANT

3.1 The Recipient shall use the Grant only for the purpose of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Authority.

3.2 The Recipient must deliver the Outputs within the Grant Period.

3.3 The Recipient shall not make any significant change to the Project without the Authority's prior written agreement.

4. PAYMENT OF THE GRANT AND SUBSIDIES

- 4.1 Subject to Clause 20 the Authority shall pay the Grant to the Recipient in accordance with Schedule 2 during the Grant Period.
- 4.2 Payment of the Grant will only be made if the Recipient complies with the Monitoring Information requirements and can demonstrate that the Outputs have been achieved.
- 4.3 The Grant paid by the Authority under this Agreement shall not include any element of Value Added Tax. It shall be the responsibility of the Recipient to establish the VAT position with respect to payments made under this Agreement, or any other contract, and to discharge any liabilities which may arise.
- 4.4 The Authority shall pay the Grant directly into the Recipient's chosen bank account through the Authority's Purchase 2 Pay System and upon receipt of a valid purchase order.
- 4.5 If the Recipient does not comply with the terms of this Agreement, then the Authority may terminate the Grant and cease to make payments in accordance with Clause 20. For the avoidance of doubt, this will include any failure to achieve the Outputs, failure to provide any of the Monitoring Information.
- 4.6 The Grant must be spent in full by the end of the Grant Period. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are immediately returned to the Authority unless otherwise agreed in writing.
- 4.7 Where the Grant involves an element of Subsidy this Agreement must be accompanied by a statement signed by the appropriate person representing the Recipient setting out the amount of Subsidy, which the Recipient has received within the current and previous two financial years or alternatively confirmation that the Subsidy granted complies with the Principles.

5. MONITORING AND REPORTING

- 5.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period and thereafter to ensure that the aims and objectives of the Project are being met, that this Agreement is being adhered to and that the Outputs will be achieved.
- 5.2 The Recipient shall provide the Authority with the Monitoring Information by the deadlines set out in Schedule 5.
- 5.3 The Recipient shall on request provide the Authority with such further information, explanations and documents as the Authority may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

6. LEGAL COMPLIANCE AND QUALITY ASSURANCE

6.1 The Recipient shall operate working practices which comply with (including but not limited to) Safeguarding Legislation, Employment Legislation, Health and Safety at Work Legislation, Race Relations, Data Protection and Freedom of Information, Equalities Legislation and other Legislation and/or guidance relevant to the delivery of the Project.

7. LIABILITY

7.1 The Recipient shall indemnify the Authority against any expense, liability, loss, claim or proceedings in respect of personal injury to or death of any Participant or any other person given or made by any court of competent jurisdiction or mutually agreed as part of any settlement arising out of or in the course of or caused by the negligent act or omission or wilful default of the Recipient in the delivery of the Project, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of some other person acting as a servant or agent of the Authority.

7.2 The Recipient shall indemnify the Authority against any proven expense, liability, loss, claim or proceeding in respect of direct loss or damage to property whether belonging to the Authority or a Participant or otherwise given or made by any court of competent jurisdiction or mutually agreed as part of any settlement arising out of or in the course of or caused by the negligent act or omission or wilful default of the Recipient in the delivery of the Project, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of some other person acting as a servant or agent of the Authority.

7.3 The Recipient shall be liable for, and shall indemnify the Authority against any expense, liability, loss, claim or proceedings arising as a result of, or in connection with, any breach of the terms of this Agreement or any act or omission by the Recipient or made by their employees, agents, successors, assigns and contractors in connection with or in respect of or in consequence of the undertaking of any activities connected with the Project; and/or as a result of any breach of this Agreement by the Recipient or by any such person.

7.4 The Recipient warrants to the Authority that all activities carried out under this Agreement, contained in the Outputs or otherwise, will not infringe, in whole or in part, any copyright or any other Intellectual Property Rights (IPRs) of any person and agrees to indemnify the Authority against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such act is, or is alleged to be, an infringement of a third party's copyright or other IPRs. This warranty and indemnity shall survive the termination of this Agreement and shall exist for the life of the copyright or other IPRs.

7.5 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.

8. PUBLICITY

8.1 The Recipient shall acknowledge the Grant in its annual report and accounts and shall include an acknowledgement of the Authority as the source of the Grant.

8.2 The Recipient shall ensure that any materials produced by the Recipient state that the Project is supported by the Authority and include the logo attached at Schedule 6 along with the wording to the effect that the Project has been financed by the Authority.

9. INSURANCE

9.1 The Recipient shall maintain and shall ensure that its contractors maintain all insurances required by Law and shall provide the Authority with evidence of such insurances upon request by the Authority.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 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 IPRs whatsoever owned by either Party before the Commencement Date or developed by either Party during the Grant Period, shall remain the property of that Party.

10.2 The Recipient shall grant to the Authority a perpetual non-exclusive licence to use the Project Generated IPRs and shall procure the grant of such licence from any third party where applicable.

11. CONFIDENTIALITY

11.1 Subject to Clause 13 all documents and information provided by either Party to the other during or in connection with the performance of this Agreement shall be treated as confidential. Such documents and information shall not be used by the receiving Party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving Party to any other person without the prior written consent of the issuing Party. The Parties shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:-

11.1.1 is already in the public domain; or

11.1.2 is disclosed to the Recipient without any obligation of confidence by a third party who has not derived it directly or indirectly from the Authority; or

11.1.3 is trivial or cannot reasonably be considered to be confidential; or

11.1.4 Is required to be disclosed by law.

11.2 The Recipient will ensure that information deemed confidential is only released to a third party with the prior written authority of the party providing that information.

11.3 The duties in this Clause 11 will survive any termination of this Agreement.

12. FREEDOM OF INFORMATION

12.1 The Recipient acknowledges that the Grant is being paid out of public funds and it is required to assist the Authority with the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

12.2 The Recipient shall provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

12.3 The Recipient acknowledges that the Authority may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Authority 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.

13. DATA PROTECTION

13.1 Both parties will comply with all applicable requirements of the Data Protection legislation

14. RETENTION AND MAINTENANCE OF RECORDS

14.1 The Recipient must maintain records for the Project which enables it to comply with the Monitoring Information requirements and demonstrate the Outputs required by the Authority.

14.2 The Recipient must ensure that it keeps full, complete and accurate books, annual accounts, records and documentation on the Project for a minimum of six years following completion of the Project and make such books, annual accounts, records and documentation available to the Authority on request.

15. ASSIGNMENT, SUBCONTRACTING AND DISTRIBUTION OF FUNDING

15.1 The Agreement is personal to the Recipient and the benefit and or burden of the Agreement may not be sub contracted, assigned or novated, in whole or in part, by the Recipient without the prior written consent of the Authority which shall be unfettered.

16. WARRANTIES

16.1 The Recipient represents warrants and undertakes to the Authority that:

- 16.1.1 it has all necessary resources and expertise to deliver the Project;
- 16.1.2 the performance of any obligations under this Agreement will be undertaken with reasonable care and skill including obligations performed by the Recipient's agent and/or Sub-Contractor(s);
- 16.1.3 it has given the Authority true, complete and accurate information in connection with this Agreement, the Project or the Authority's evaluation of the Recipient or the Project;
- 16.1.4 any information the Recipient provides to the Authority regarding this Agreement or the Project in the future will be true, complete and accurate and not misleading in any way;
- 16.1.5 it will immediately notify the Authority in writing if any information they have provided to the Authority becomes untrue, incomplete, or misleading in any way;
- 16.1.6 it will ensure that any Sub-Contractor engaged will be retained on terms that are no less onerous than the terms contained in this Agreement;
- 16.1.7 it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction and/or financial irregularity;
- 16.1.8 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- 16.1.9 it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which might reasonably have influenced the decision of the Authority to make the Grant on the terms contained in this Agreement;
- 16.1.10 it has power to enter into this Agreement and has obtained all necessary approvals to do so and undertakes that it is not aware as at the date of this Agreement of anything within its reasonable control which might or will adversely affect its ability to fulfil its obligations under this Agreement; and
- 16.1.11 the signatories to this Agreement have full authority to sign on the Recipient's behalf and such signatures will commit the Recipient to all obligations and duties contained within this Agreement.

17. FRAUD

17.1 The Parties shall use all reasonable endeavours to safeguard the Authority's funding of the Project against fraud generally and, in particular, fraud on the part of the Recipient's directors, employees or Sub-Contractors.

17.2 The Parties shall pay the utmost regard to safeguarding public funds against misleading invoices for payment. The Recipient shall notify the Authority immediately if it has reason to suspect that any fraud has occurred or is occurring.

17.3 The Recipient shall notify the Authority immediately of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:

17.3.1 collusion with members of the staff of the Authority;

17.3.2 computer fraud;

17.3.3 the submission to the Authority of inaccurate, incomplete, misleading or falsified Monitoring Information;

17.3.4 fraud involving awarding bodies.

18. BREACH

18.1 Without prejudice to any other rights or remedy available to the Authority, in the event of a Serious Breach, the Authority may at its sole discretion:

18.1.1 terminate the Agreement with immediate effect on notice in writing to the Recipient;

18.1.2 require that the Recipient suspend delivery of the part of the Project to which the Serious Breach relates;

18.1.3 reduce, withdraw, suspend or recover part of all of the Grant that the Authority has paid to the Recipient;

19. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

19.1 The Authority's intention is that the Grant will be paid to the Recipient in full in accordance with Schedule 2. However, without prejudice to the Authority's other rights and remedies, the Authority may at its discretion withhold or suspend payment of the Grant, require repayment of all or part of the Grant and/or terminate this Agreement if:

- 19.1.1 the Recipient uses the Grant other than for the purpose of the Project;
- 19.1.2 there is a substantial change to the Project which the Authority have not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, otherwise than in accordance with this Agreement;
- 19.1.3 the Authority considers that the Recipient has not made satisfactory progress with the delivery of the Project or the Recipient has failed to achieve the Outputs;
- 19.1.4 the Recipient fails to provide the Monitoring Information specified in Schedule 3;
- 19.1.5 the Recipient is, in the reasonable opinion of the Authority, delivering the Project in a negligent manner;
- 19.1.6 the Recipient provides the Authority with any materially misleading, inaccurate or incomplete information;
- 19.1.7 The funder requests that the Grant be withheld or repaid;
- 19.1.8 the Recipient fails to comply with State Aid Law or Clause 5; or
- 19.1.9 the Recipient commits a Serious Breach of this Agreement; or
- 19.1.10 the Recipient falls within a category listed in Clause 20.

20. INSOLVENCY OR BANKRUPTCY

- 20.1 Where the Recipient is a Limited Company they must notify the Authority in writing immediately upon the occurrence or the reasonably likely occurrence of any of the following events:
 - 20.1.1 the Recipient has a winding up order made; or
 - 20.1.2 the Recipient has a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction); or
 - 20.1.3 the court makes a composition or arrangement with the Recipient's creditors; or
 - 20.1.4 the Recipient has an administrative receiver, receiver or manager appointed by a creditor or by the court; or
 - 20.1.5 possession is taken of any of the Recipient's property under the terms of a fixed or floating charge; or

20.1.6 the Recipient becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986.

20.2 Where the Recipient is an unincorporated association they must notify the Authority in writing immediately upon the occurrence or the reasonably likely occurrence of any of the following events in respect of any of their members:

20.2.1 if a petition is presented for bankruptcy; or

20.2.2 a bankruptcy order is made; or

20.2.3 any composition or arrangement is made with or for the benefit of creditors; or

20.2.4 any conveyance or assignment is made for the benefit of creditors.

20.3 Where the Recipients are a firm or a number of persons acting together in any capacity they must notify the Authority in writing immediately if any event in Clause 20.2 occurs in respect of any partner in the firm or any of those persons, or a petition is presented for the Recipient to be wound up as an unregistered company.

20.4 The Authority shall terminate the Grant and this Agreement if any of the events described in Clauses 20.1, 20.2 or 20.3 occurs.

21. WAIVER

21.1 No delay by or omission of either Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

22. NOTICES

22.1 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, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above. If personally delivered 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.

23. VARIATION

23.1 No variation to this Agreement shall be effective unless it is agreed in writing between the Parties.

24. LOCAL GOVERNMENT TRANSPARENCY CODE 2015

24.1 As a Local Authority, the Authority must publish details of any contract, commissioned activity, purchase order, framework agreement and any other legally enforceable agreement with a value that exceeds £5,000. If the value of this Agreement exceeds £5,000, or if any extension or variation to the Agreement results in its total value exceeding £5,000, the following details of the Agreement will be published by the Authority on its website on a quarterly basis:

- (a) reference number: D0042
- (b) title of agreement: RMBC - Feasibility Fund
- (c) local authority department responsible: ROTHERHAM METROPOLITAN BOROUGH COUNCIL
- (d) description of the goods and/or services being provided: Place Based Investment Plan
- (e) Recipient name and details: ROTHERHAM METROPOLITAN BOROUGH COUNCIL, Riverside House, Rotherham, S60 1AE
- (f) sum to be paid over the length of the contract or the estimated annual spending or budget for the contract: £3,000,000.00
- (g) Value Added Tax that cannot be recovered: N/A
- (h) start, end and review dates: 01/04/2022: – 31/03/2026
- (i) whether or not the contract was the result of an invitation to quote or a published invitation to tender: N/A
- (j) whether or not the Recipient is a small or medium sized enterprise and/or a voluntary or community sector organisation and where it is, provide the relevant registration number: N/A

24.2 The Recipient will notify the Authority as soon as reasonably possible of any change to the information included in clause 24.1, and the Recipient consents to the Authority publishing the information set out in clause 24.1 on a quarterly basis.

25. FORCE MAJEURE

25.1 Neither Party shall be liable to the other if it is unable to perform any of its obligations in whole or in part due to causes beyond its reasonable control. If such force majeure occurs, the Party affected shall notify the other Party in writing as soon as is practicable.

26. DISPUTES

26.1 Both parties will raise issues with each other as they arise. Both parties will endeavour to settle disagreements with each other at the appropriate authority level.

26.2 If items remain unresolved, the Recipient should raise the matter in the first instance with the Authority's Project Manager.

26.3 If items are still unresolved an independent arbitration service will be appointed to mediate.

27. NO PARTNERSHIP OR AGENCY

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

28. SEVERABILITY

28.1 If any provision of this Agreement shall be prohibited or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

29.1 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.

30. GOVERNING LAW

30.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Court of England and Wales.

Signed for and on behalf of **South Yorkshire Mayoral Combined Authority**

.....(Authorised Signatory)

.....(Print name)

.....(State position)

Signed for and behalf of **Rotherham Metropolitan Borough Council**

.....(Authorised Signatory)

.....(Print name)

.....(State position)

SCHEDULE 1 – PROJECT

1.1 Background

On 21st March 2022 the Authority approved allocations of the feasibility fund to deliver the Rotherham Metropolitan Borough Council Place Based Investment Plan ('Project').

1.2 Project

The Project will provide essential and additional capacity to enable Rotherham Metropolitan Borough Council to:

- Development and management of the Rotherham Place-based Investment Plan (PBIP). This will include internal resource for: consultation and co-ordination across Council services and directorates on PBIP investments; development and updates to the PBIP to ensure strategic alignment and deliverability; liaison with SY MCA) [a. Capacity & capability; b. internal expertise

1.3 Works

The Feasibility Fund will contribute to the first phase PBIS

The first phase will see the development of a plan which captures existing ambition and focusses on current schemes with the express purpose of securing project delivery in today's climate. The plan will update progress against policy and project objectives and further secure delivery by identifying funding opportunities.

Ensuring project success against the first phase of the Place Based Investment Strategy will require additional resources where capacity or capability constraints are affecting delivery. To this end **£700,000** will be set aside to support Council services such as procurement, project management and building services.

A sum of **£300,000** will be set aside to ensure meaningful community engagement, information sharing and promotion of planned and future schemes. Engagement will be in line with the Council's emerging Regeneration Consultation & Communication Delivery Plan.

Finally **£250,000** will be used to support the management and maintenance of the land and property which is being brought into public ownership through the Town Deal and Levelling Up Fund.

Second phase PBIS

A second phase of the PBIS will focus on ambition and investment from 2025 to 2030. Rotherham's continued success is dependent on seeking investment opportunities and readying projects for funding and delivery. A combined total of **£1.55m** is proposed for this purpose, this will be broken down between Investment Planning exercises and a Project Development budget.

Investment Planning (£650,000) will examine where opportunities lie in addition to, and outside of those areas which have now received funding. A second Town Centre Masterplan is proposed, looking beyond the planned Leisure & Cultural Quarter and Riverside Residential

Quarter toward further investments from both the public and private sector and the response to the shrinking town centre retail market.

Borough wide investment planning will remain a priority for the Council. Major growth areas will be examined including the Eastwood to Aldwarke corridor and the impact of a new mainline station on the Borough.

A Project Development budget will allow the council to develop and prepare projects in readiness for funding. It is anticipated the mainline station; outcomes of principal areas of growth masterplans and town centre priority sites will be the first priorities for this pot.

A final **£200,000** is proposed for purpose of strategy development, priorities will be the Place Based Investment Strategy itself and a revised Employment & Skills Strategy.

Lifecycle funding

Rotherham will approach the Feasibility Fund as a ‘recyclable’ pot and will seek to capitalise expenditure as and when projects become ‘live’ and achieve capital funds.

1.4 Key Contacts

Role	Parties	Name	Job Role
Project Manager	Recipient	Simon Moss	Assistant Director - Planning, Regeneration and Transport
Grant Manager	Authority	Sue Sykes	Assistant Director – Procurement, Contracts and Programme Controls

SCHEDULE 2 – KEY DATES

The Recipient is to provide updates on progress against the Key Milestones and Delivery Milestones in accordance with Schedule 5.

Failure to adhere to the required reporting provisions may result in an Event of Default and the Authority withholding payment of Grant in accordance with clause 7.

2.1 Key Dates

Key Dates refer to the **Agreed Terms, 1. Definitions and Interpretation** within the Agreement.

Key Dates	Date
Commencement Date	01/04/2022
Completion Date	31/03/2026
Monitoring Report Submission Dates (annually)	Q2 – October Q4 – April
Clawback Review Date	31/10/2025
Final Review Date	31/10/2025
Interim Evaluation Date	31/03/2024
Final Evaluation Date	31/03/2026
Closure Date	31/03/2026

2.2 Delivery Milestones

For the Works, as detailed at Schedule 1, Paragraph 1.2, the delivery milestones are -

Delivery Milestones	Commencement Dates	Completion Dates
Place-based Investment Plan approved by Rotherham Cabinet	February 2023	February 2023
MCA Board Approval	March 2023	March 2023
Second Phase Complete	2024	2024

SCHEDULE 3 – PROJECT COSTS

3.1 Funding Profile

The Funding Profile below refers to the anticipated profile of funding by Financial Year and by Claims Period.

3.1.1 Financial Year

2022/23	2023/2024	Total (£)
£1,500,000.00	£1,500,000.00	£3,000,000.00

3.1.2 Claims Period

Claim Period	Date of Claim	Claim Amount (£)
Q2 2022	November 2022	£750,000.00
Q4 2022	December 2022	£750,000.00
Q2 2023	July 2023	£750,000.00
Q4 2023	December 2023	£750,000.00
Total		£3,000,000.00

3.2 Project Cost

The Project Cost refers to the total amount of funding required to deliver the Project.

	2022/23	2023/24	Total (£)
Grant	£1,020,000	£1,980,000	£3,000,000.00
Total (£)	£1,020,000	£1,980,000	£3,000,000.00

3.3 Eligible Costs

Eligible Costs refers to the breakdown of the Project Cost as required to deliver the Project.

	2022/23	2023/24	Total (£)
Resourcing	270,000	430,000	700,000
Investment Planning	200,000	450,000	650,000
Strategy Development	75,000	125,000	200,000
Consultation Costs	150,000	150,000	300,000
Project Preparation	200,000	700,000	900,000
Land Holding Costs	125,000	125,000	250,000
Total (£)	1,020,000	1,980,000	£3m

For the avoidance of doubt, the Authority will only pay Grant to the Recipient against Qualifying Expenditure incurred within the financial years 2022/23 - 2025/26 up to the 31 March 2026. Any Qualifying Expenditure defrayed by the Recipient after this/these date(s) will not be eligible to claim under the terms of this Agreement.

SCHEDULE 4 – PROJECT OUTPUTS AND CLAWBACK

The Grant has been provided to allow the Recipient to deliver the Project Output as set out below.

4.1 Subject to Clawback

The Recipient will deliver the Works, detailed in Table 1(a) below, by the Completion Date as per Schedule 2 (“Project Outputs”); and

The clawback provisions related to the Project Output is as detailed in clause 11 of this Agreement.

Table 1(a) –

Project Outputs	2022/23	Total
Rotherham place Based plan	1	1

SCHEDULE 5 – MONITORING AND EVALUATION

The Recipient shall submit performance reports to the Authority throughout the Project Monitoring Period. This will include completion of the following -

- a) Inception Report;
- b) Monthly/quarterly monitoring returns (as required by the Authority);
- c) Approved Claim Forms and supporting evidence;
- d) Project Learning Reviews; and
- e) Evaluation Reports.

5.1 Inception

Following execution of the Agreement the Recipient shall complete an inception report and return it to the Authority prior to the inception meeting. The purpose of this meeting is to facilitate closure of any Special Conditions and clarify contractual expectations.

5.2 Monitoring Reports

Monitoring is the collection of data to check progress against Delivery Milestones, Key Dates, Project Outputs, Project Outcomes and Social Value Outcomes and ensure successful delivery of the funding objectives. Monitoring data also plays a key part in evaluation by tracking changes in deliverables over time.

The Recipient shall complete a monitoring return for the final month of each Claim Period. By exception the Authority may also require the Recipient to complete a highlight report on a monthly basis. All monitoring reports are to be accompanied by -

- a) updated Project Risk Log in accordance with Schedule 6;
- b) updated programme for the Project; and
- c) where relevant, an Approved Claim Form and supporting evidence for the amount claimed for that Claim Period in accordance with clause 6 of this Agreement.

The Authority is at liberty to request additional documentation as may be required from time to time.

5.3 Evaluation

Evaluation is the assessment of a project's effectiveness and efficiency during and after implementation. This includes measuring the causal effect of the project on planned outcomes and impacts, assessing whether the anticipated benefits and value for money have been realised and whether any unanticipated impacts occurred. Reasons to evaluate include to -

- Demonstrate how Grant was spent;
- Understand to what extent the Project achieved its approved objectives;
- Learn from the implementation, in order to improve processes in the future; and
- Evidence future requests for investment

The Recipient shall ensure adequate resource is available to undertake the agreed monitoring and evaluation for the Authority in line with its Monitoring and Evaluation Framework.

Associated costs are not an Eligible Cost unless specifically identified in Schedule 3, Paragraph 3.3.

5.3.1 Project Learning Reviews

The Authority has in place a comprehensive monitoring and evaluation framework designed to provide robust feedback on the lessons learned from investment decisions. Project Learning Reviews will not only provide accountability for the investment made but will also enhance the local evidence base to improve future bidding, assessment of value for money and appraisal.

The Recipient is required to evaluate the impact of the Grant at the following intervals -

- a) By the Interim Evaluation Date, as per Schedule 2, the Recipient will provide to the Authority the interim Project Learning Review; and
- b) By the Final Evaluation Date, as per Schedule 2, the Recipient will provide to the Authority the final Project Learning Review.

The submission of the Project Learning Review will enable completion of the interim and final closure reviews by the Authority. Upon resolution of any issues in accordance with the terms of this Agreement, the Authority will close the Project.

SCHEDULE 6 – PROJECT RISK LOG

The Recipient will maintain a Project Risk Log throughout the Project Monitoring Period in a format satisfactory to the Authority.

An up to date Project Risk Log is to be submitted to the Authority in accordance with the reporting provisions within Schedule 5.

SCHEDULE 7 - ACKNOWLEDGEMENT AND PUBLICITY EXAMPLES

In accordance with clause 12, the Recipient is to comply with, and shall ensure that any sub-contractors comply with, the publicity requirements and use of the logos included in the South Yorkshire Mayoral Combined Authority and [name of funding programme(s)] brand guidelines.

The Recipient is to liaise with the Grant Manager in the first instance on all matters related to the suitability of proposed acknowledgement, brand application and publicity in media. The Grant Manager will work with the SYMCA marketing team for publicity approvals, brand application and marketing suggestions.

7.1 Examples for the South Yorkshire Mayoral Combined Authority

a) Text for Project marketing material

Any Project marketing material should feature the following paragraph where space allows –

'[PROJECT] is being delivered by [RECIPIENT] and is part-funded by South Yorkshire Mayoral Combined Authority.'

b) Approved wording for Press Release 'Notes to Editors' and on Websites

Any press releases regarding the Project requires approval from the Authority prior to release, and should include the following wording –

The South Yorkshire Mayoral Combined Authority (SYMCA) is led by Mayor of South Yorkshire Oliver Coppard, and brings together the local authorities of Barnsley, Doncaster, Rotherham and Sheffield and the private sector through its Local Enterprise Partnership (LEP).

The Mayor, MCA and LEP have a shared purpose to create a stronger, greener, fairer South Yorkshire. To work together to unlock the potential of South Yorkshire people, businesses and places and ensure they prosper.

The SYMCA's Strategic Economic Plan (SEP) provides the blueprint for how to transform the region, to keep people and businesses moving and to help them grow, delivering a public transport network and attracting investment to create a stronger, greener, fairer South Yorkshire by 2040.

SYMCA's vision is to grow an economy that works for everyone. To develop inclusive and sustainable approaches that build on South Yorkshire's strengths in innovation and embrace the UK's 4th Industrial Revolution, to contribute more to the country's prosperity and enhance quality of life for all.

SYMCA have powers and resources, devolved from Westminster to South Yorkshire, which means they can take decisions locally about its economy, transport, skills, housing, and infrastructure.

To use these to create a vibrant, thriving South Yorkshire where people want to live and work. Attract new investment to the region and build the conditions for inclusive economic growth which benefits everyone. Help create good jobs, by backing businesses to grow, invest and locate in South Yorkshire.

To support people so they have the training and skills to find work, remain in work or progress in work. To help businesses secure the skills they need to be more productive and grow.

To serve South Yorkshire every day and connect people and businesses to the places they need to be. As the body responsible for South Yorkshire's public transport network, managing

the 102 million passenger journeys made each year in South Yorkshire. Building a transport system which is reliable, green and affordable.

Investing in infrastructure to transform our places, revitalise high streets and deliver new homes.

For more information visit southyorkshire-ca.gov.uk

'The South Yorkshire Mayoral Combined Authority can be contacted 0114 220 3400, <https://southyorkshire-ca.gov.uk>, or enquiries@southyorkshire-ca.gov.uk'

c) Verbal/written description of the Project and funding

For use across marketing collateral, where concise details of the Project are required:

'[PROJECT] is being supported and part funded by the South Yorkshire Mayoral Combined Authority. The Mayor, MCA and LEP have a shared purpose to create a stronger, greener, fairer South Yorkshire. To work together to unlock the potential of South Yorkshire people, businesses and places and ensure they prosper. The South Yorkshire Mayoral Combined Authority can be contacted 0114 220 3400, <https://southyorkshire-ca.gov.uk>, or enquiries@southyorkshire-ca.gov.uk'