

Grant Agreement



GRANT AGREEMENT

BETWEEN

SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY

AND

ROTHERHAM METROPOLITAN BOROUGH COUNCIL

Re Project Ref – UKSPF09 – Rotherham Business Support Hubs

**Minute No. Mayoral Combined Authority Board – Item 13 – 14th
November 2022**

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The Agreement Date:

PARTIES

SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY, whose principal office is at 11 Broad Street West, Sheffield, S1 2BQ ("**Authority**")

ROTHERHAM METROPOLITAN BOROUGH COUNCIL, whose registered office is at, Riverside House, Main Street, Rotherham, S60 1AE ("**Recipient**")

BACKGROUND

- (1) The Authority has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (2) This Agreement sets out the terms and conditions on which the Grant is made by the Authority to the Recipient
- (3) These terms and conditions are intended to ensure that the Grant is used for the Project and that the Project achieves the Project Outputs and Project Outcomes.

GRANT

A grant up to the maximum amount of **£111,410.00** (One hundred and eleven thousand four hundred and ten pounds) made up of UK Shared Prosperity Funding to be paid by the Authority to the Recipient in accordance with the terms of this Agreement.

AGREED TERMS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

"**Activity**" means the activity necessary to deliver the Project Outputs as detailed in Schedule 1, Paragraph 1.4. "**Agreed Purposes**" means monitoring and evaluation

"**Agreement**" means this agreement, comprising these clauses and the schedules thereto;

"**Approved Claim Form**" means the standard claim form as provided by the Authority;

"**Base Interest Rate**" means the base rate of Barclays Bank plc (or the base rate of such other bank as the Authority may from time to time stipulate);

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

"**Clawback**" means the repayment part of the Grant as a result of the Project not achieving the Project Outputs and Project Outcomes, as provided for by clause 11 and Schedule 4, Paragraphs 4.1 and 4.2;

"**Clawback Notice**" means formal notification from the Authority to the Recipient confirming the requirement to repay a proportion or all of the Grant, in accordance with clause 11;

“Clawback Review Date” as specified in Schedule 2, Paragraph 2.1 means the date by which the Authority is assured that the Project Outputs and Project Outcomes as set out in Schedule 4, Paragraph 4.2 (Subject to Clawback) has been achieved;

“Clawback Sum” means the proportion of the Grant requiring repayment to the Authority, in accordance with clause 11;

“Commencement Date” as set out in Schedule 2, Paragraph 2.1 means the date from which the Eligible Costs and Project Outputs and Project Outcomes may be attributed to the project.

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

“Consents” means any approval, consent, exemption, licence or permission by or from any governmental or other authority or other person including (but not limited to) consents from the Recipient's landlord and any adjoining owner and any consents required from any local planning authority including planning permission and (where required) listed building consent, building regulation approval and fire officer approval and any other consents required in relation to the Works and/or the Project or otherwise required to enable the Recipient to complete the Works, maintain and use the Site and to comply with its obligations contained in this Agreement;

“Closure Date” as set out in Schedule 2, Paragraph 2.1 means the date by when the Agreement will be formally concluded by the Authority.

“Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures” shall have the same meaning as set out in the UK Data Protection Legislation in force at the time.

“Data Discloser” means a party that discloses Shared Personal Data to the other party.

“Diversity” means the promotion of a culture that recognises individual difference by providing a working and social environment where everyone has the opportunity to develop their full potential;

“EIR” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information commissioner in relation thereto;

“Eligible Costs” means the specific costs that the Grant can be used for as set out in Schedule 3, Paragraph 3.3;

“Environmental Information” has the meaning ascribed to it in Regulation 2(1) of the EIR;

“Event of Default” means an event or circumstance as defined in clause 7.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation thereto;

“Final Evaluation Date” as set out in Schedule 2, Paragraph 2.1 means the date by when the Recipient will submit final evaluation reports to the Authority, as detailed in Schedule 5;

“Financial Year” means the Authority's financial year which runs from 1 April to 31 March;

“Funding Cessation Date” as set out in Schedule 2, Paragraph 2.1 means the date by when the Eligible Costs in Schedule 4, Paragraph 4.1, must be spent;

"Grant" means the amount provided by the Authority as reimbursement of Qualifying Expenditure defrayed by the Recipient in relation to the Project in accordance with clause 3 up to the Maximum Amount;

"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;

Held on Behalf of” has the meaning, in relation to information held for the purposes of FOIA, in the definition at Section 3(2) of FOIA; and in relation to Environmental Information held for the purposes of the EIR, in the definition at Regulation 2(1) of the EIR;

"ICT" means information and communications technology;

“Initial Grant Payment” means release of **100%** of the Maximum Amount in accordance with the Special Conditions as set out in clause 2.3.

"Information" means the information recorded in any form;

"Intellectual Property" means any or all of the following: patents, trademarks, service marks, drawings, designs, registered designs, utility models, design right, copyright (including copyright in computer software), database right, inventions, trade secrets and other confidential information, technical information, Know-How, business or trade names, rights to prevent passing off, and all other intellectual property rights and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights;

“Know-How” means 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;

“Law” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Recipient is bound to comply;

"Maximum Amount" means (subject to the provisions of clause 2 (Recipient’s Obligations) the maximum amount of Grant available to be claimed by the Recipient being **£111,410.00 (One hindered and eleven thousand, four hundred and ten pounds)** including non-recoverable VAT (if any) which is to be allocated to the financial Year 2022/23.

Permitted Recipients: means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement,

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

“Procurement Regulations” means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time

“Prohibited Act”: means:

- (a) offering, giving or agreeing to give to any servant of the Authority any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Authority; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Authority;
- (b) entering into this Agreement or any other contract with the Authority where a commissioning has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Authority;
- (c) committing any offence;
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Authority; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Authority;

"Project" means the project as described in Schedule 1, Paragraph 1.2;

"Project Accounts" has the meaning given to it in sub-clause 5.2;

"Project Costs" means the cost of delivering the Project as detailed in Schedule 3, Paragraph 3.2;

"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 in Schedule 1, Paragraph 1.5 and any replacement from time to time as agreed by the Authority;

"Project Monitoring Period" means from Commencement Date to Closure Date as specified in Schedule 2, Paragraph 2.1;

"Project Outputs" means the product of the Activity, as set out in Schedule 4, Paragraph 4.1, Table 1(a) and Table 1(b);

"Project Outcomes" means the impact of the Activity, as set out in Schedule 4, Paragraph 4.2, Table 1(c);

“Project Reference Number” means **UKSPF06**, the reference assigned to the Project by the Authority, to be quoted on all Notices from the Recipient to the Authority;

"Qualifying Expenditure" means the amount which the Authority is satisfied has been reasonably and properly incurred and paid by the Recipient in executing the Works (excluding financial costs interest charges and VAT which is recoverable from HM Customs & Excise or any other person);

“Quarter” means a three-calendar month period in the Financial Year, the first Quarter commencing on the same date as the Financial Year;

"Reconciliation Statement" means the statement submitted to verify Qualifying Expenditure in accordance with clause 6;

“Reconciliation Period” means the period commencing on the Commencement Date and ending on the Completion Date;

"Request for Information" shall have the meaning set out in FOIA or any apparent request for Information under the FOIA, the EIR or the Code of Practice on the discharge of public authorities' functions under part 1 of the FOIA;

“Secretary of State” means the Secretary Of State For Levelling Up, Housing And Communities whose principal address is at 2 Marsham Street, London SW1P 4DF

“Shared Personal Data” means the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (i) Number of economically inactive and unemployed persons accessing the Project;
- (ii) Number of persons accessing 1 to 1 delivery and group delivery,
- (iii) Number of persons engaged in life skills support following intervention;
- (iv) Number of persons in education or training following support; and
- (v) Post codes of the locations support is provided

“Special Conditions” means those special conditions which apply to the Grant which are set out in clause 2.4;

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

UK Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); 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) as amended.

“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

"**VAT**" means value added tax and any tax or duty of a similar nature levied in addition to or in substitution for the same;

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

- 1.2 References to Clauses, sub-clauses, Schedules and Annexes are to the clauses, sub-clauses, schedules and annexes of this Agreement unless otherwise stated.
- 1.3 Headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.4 In this Agreement references to the masculine include the feminine and the neuter, and the singular shall include the plural, and vice versa as the context admits or requires.
- 1.5 In this Agreement references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.6 In the event of a conflict between the following elements comprising this Agreement the priority shall prevail in the following descending order -
 - (a) The conditions set out in the main body of this Agreement;
 - (b) The Schedules attached to this Agreement;
 - (c) The Full Business Case as approved.

2 RECIPIENT'S OBLIGATIONS

- 2.1 Grant
 - (a) The Recipient shall use the Grant only to meet Eligible Costs subject to the Special Conditions 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.
 - (b) The Recipient shall only claim Qualifying Expenditure defrayed from the Commencement Date to the Completion Date. Any Qualifying Expenditure claimed outside of these dates will be deemed ineligible for Grant purposes.
 - (c) Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Authority with details of the amount and purpose of that funding. The payment of Grant is conditional upon the provision of match funding letters being provided to the Authority in advance of the submission of a Reconciliation Statement.
 - (d) The Recipient agrees and accepts that it shall neither apply for nor accept:
 - (i) duplicate funding in respect of any part of the Project or any related administration costs that the Authority is funding in full under this Agreement;

- (ii) any funding to be applied to the Eligible Costs which would result in a breach of any threshold for funding the Eligible Costs set out in the Subsidy Rules.

The Recipient acknowledges that it shall not attempt to recover by way of Qualifying Expenditure more than 15% overheads for staff costs as detailed in Schedule 3, Paragraph 3.3.

- (e) The Recipient shall promptly notify the Authority in writing as soon as it becomes aware that it does not intend to claim the Maximum Amount of the Grant available under this Agreement. The Recipient warrants and confirms that if there is a shortfall in the match funding anticipated in Schedule 3 Paragraph 3.2.1 or there is a cost overrun, the Recipient shall procure alternative funding or provide the funding itself to ensure that the Project Outputs and Project Outcomes are achieved by the Completion Date;

2.2 Change Control

- (a) The Recipient shall not make any change to the Project:
 - (i) which is significant; or
 - (ii) which has the potential to result in the provision of the Grant breaching any Subsidy Rules
 - (iii) without the Authority's prior written agreement.
- (b) For the avoidance of doubt but not as an exhaustive list, significant changes include those changes affecting the Completion Date, Project Outputs, Project Outcomes, Maximum Amount and/or Clawback Review Date which has the potential to result in the provision of the Grant breaching any Subsidy Rules.
- (c) All Changes must be approved by the Authority prior to the relevant Change being deemed to be effective. The Grant Recipient shall request the Change on a Change Request Form. The Authority shall either agree to the change request or reject the change request within 60 days of the date of receipt of the Change Request Form and/or any supporting information requested by the Authority, whichever is the later date.
- (d) Until such time as a Change is made in accordance with clause 2.3, the parties shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.

2.3 Special Conditions

- (a) Within three months of the release of the Grant Payment, the Recipient has provided to the Authority disaggregated Project Outputs as summarised in Schedule 4: Table 1(a) and Table 1(b). The disaggregation will be in accordance with Annex A UKSPF Indicator Guidance Final, as provided by the Authority. The agreed disaggregated Project Outputs will form Schedule 4: Annex 1 and will become part of the Agreement terms. Full reporting needs are outlined in Schedule 5 and should be considered in accordance with Annex A UKSPF Indicator Guidance Final.–
- (b) The release of Grant to the Recipient will be subject to closure of the Special Conditions detailed above to the satisfaction of the Authority. Failure of the Recipient

to provide satisfactory evidence of these Special Conditions may result in a Default or termination of the Agreement in accordance with clauses 7 and 15.

- (c) The Grant claim of 100% of funding to be claimed prior to 31st March 2023

2.4 Procurement

- a) The Recipient or any of their Representatives involved in the Project Activity will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- b) Where the Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Project Activity and the Authority shall not be liable for the Recipient's failure to comply with the obligations under the Procurement Regulations.
- c) Where the Recipient is not a Contracting Authority within the meaning of the Procurement Regulations, it will ensure that it adopts the following minimum procedures:

Value of contract	Minimum Procedure
£0 - £2,499	Direct award
£2,500 - £24,999	3 written quotes or prices sought from relevant suppliers of goods, works and / or services
Over £25,000	Formal tender process

2.5 Project Activities

- (a) The Recipient shall promptly and efficiently procure the carrying out and completion of the Project and comply with all the accounting, payment, information and other requirements and obligations contained in this Agreement.
- (b) Without limitation to the generality of clauses 2.1 to 4 the Recipient shall, where relevant:
- (i) procure the commencement of the Activity (unless the same have already been commenced by the date of this Agreement) within 30 days from the date of this Agreement; and
 - (ii) procure that all the Project Outputs and Project Outcomes are achieved by the Completion Date. and
- (c) Where relevant, the Recipient shall notify the Authority in writing within 30 days of completion of the Activity.
- (d) The Recipient shall comply with all relevant requirements contained in or having effect under Law relating to health, safety and welfare at work.
- (e) The Recipient shall not and shall use its best endeavours to procure that its employees, agents and/or sub-contractors shall not, knowingly do or omit to do, anything in relation

to this Agreement or in the course of their other activities, that may bring the standing of the Authority into disrepute or attract adverse publicity for the Authority.

- (f) The Recipient shall: -
- (i) promote equal opportunities;
 - (ii) subject to Law, promote the sourcing of local skills and resources and the ethical purchasing of goods and materials;
 - (iii) co-operate fully with the Authority on any initiatives proposed by it and in relation to any of the matters referred to in this sub-clause; and
 - (iv) work with the Authority to link the Site into other regeneration and development initiatives.
 - (v) perform the Activities in accordance with the Secretary of State's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment
 - (vi) pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
 - (vii) take all possible precautions to ensure that any equipment and materials used in the provision of the Project Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Secretary of State shall be notified in advance of their use.
 - (viii) endeavour to reduce fuel emissions wherever possible

3 AUTHORITY'S OBLIGATIONS

- 3.1 Subject to this clause 3 and clauses 6 and 15 (Termination), the Authority shall comply with the payment provisions of this clause 3 provided that the Authority has received from the Recipient full and accurate information and documentation as required by this Agreement.
- 3.2 Provided that the Authority is satisfied that the conditions set out at clause 3.3 below are met, the Authority shall (subject to all the terms and provisions of this Agreement including this clause 3 and the Special Conditions) pay:
- (a) on satisfactory compliance with Clause 2.3 (a) by the Recipient the Initial Grant Payment
 - (b) on satisfactory compliance with Clause 2.3 (b) by way of reimbursement a percentage of the Qualifying Expenditure actually defrayed by the Recipient up to the amount of the Final Grant Payment.
- 3.3 The Authority will not be required to make any payment under clause 3.2 unless and to the extent that it is satisfied that:

- (a) any such payment will not result in a breach of the Subsidy Rules
- (b) the Recipient is not in breach of any obligation under this Agreement;
- (c) the warranties provided by the Recipient at clauses 13.4 and 14 remain true; and
- (d) the Recipient has conducted sufficient due diligence to satisfy itself that any such payment will not result in a breach of the Subsidy Rules.

3.4 The Authority is under no obligation to make any payments other than those provided under this clause 3 including (without limitation) any increase in the cost to the Recipient in delivering the Project.

3.5 If at any time (and whether or not following notification by the Recipient) it appears to the Authority that the Recipient is not likely to claim Grant in accordance with the profile in Schedule 3 then the Authority may, subject to clause 3.7, by notice to the Recipient re-profile the Grant (by reference to Schedule 3).

3.6 If at any time (and whether or not following notification by the Recipient) it appears to the Authority that the Recipient is not likely to claim the Maximum Amount, then the Authority may, subject to clause 3.7, by notice to the Recipient reduce the Maximum Amount.

3.7 Prior to re-profiling the Grant under clause 5 or reducing the Maximum Amount under clause 6, the Authority shall consult the Recipient regarding the consequences for the Recipient and the Project of the proposed re-profiling or reduction (as the case may be) and invite the Recipient to make representations in relation thereto within such reasonable period as the Authority may specify. The Authority shall consider any representations made by the Recipient and shall not re-profile the Grant or reduce the Maximum Amount (as the case may be) where it appears to the Authority (acting reasonably) that the proposed re-profiling or reduction would be likely to cause material prejudice to the Recipient or the Project.

4 NOT USED

4.1 Not applicable.

5 PROJECT FINANCIAL RECORDS

5.1 The Recipient shall retain documentary evidence of all revenue purchases to support the amounts claimed from the Authority. This shall include an invoice register of suppliers' and contractors' invoices and all other documents relating to the purchase of all items funded by the Authority.

5.2 The Recipient shall maintain full and accurate accounts for the Project (the "Project Accounts"). At the end of each Financial Year a statement of grant expenditure must be completed and certified by the Chief Financial Officer of the Recipient as part of the quarterly claims and returns process.

5.3 The Recipient shall record in its financial reports the amount of match funding it receives together with details of what it has used that match funding for.

5.4 The Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.

5.5 The Recipient shall have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any

other impropriety, or mismanagement in connection with the administration of the Grant . The Authority shall require the Recipient's respective internal/external auditors report on the adequacy or otherwise of those systems.

- 5.6 The Recipient shall allow access to its business premises on 2 days' notice during 9.00 a.m. – 5.00 p.m. to the Authority's internal auditors or its other duly authorised staff or agents, Government Office, or the National Audit Office to inspect such documents as the Authority considers necessary in connection with this Agreement and shall co-operate with, and provide such assistance as is required by, any such parties. The Authority shall be entitled to interview employees of the Recipient in order to obtain oral and/or written explanations of documents and the Recipient shall provide access to the relevant employees at such times as may be reasonably required to enable the Authority to do so. The Authority reserves the right to have such staff or agents carry out examinations into the probity, economy, efficiency and effectiveness with which the Recipient has used the Authority's resources in the performance of this Agreement.
- 5.7 The Recipient shall will permit any person authorised by the Secretary of State reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of its Activities and, if so required, to provide appropriate oral or written explanations to such authorised persons as required during the Project Monitoring Period.

6 FINANCIAL CLAIMS TO THE AUTHORITY

- 6.1 Within 30 days of the Completion Date the Recipient shall certify the full Project costs actually defrayed in accordance with the terms of this Agreement, and specifically with reference to Schedule 3, Paragraph 3.2 ('Project Costs'), and shall submit a Reconciliation Statement to the Grant Manager. The Reconciliation Statement shall be signed by the Recipients Section 151 Officer or equivalent and shall be used for the purpose of clause 11 below.

The Recipient or his or hers nominated representative or accountant shall –

- (a) certify on the Reconciliation Statement that the amount claimed is in accordance with the Agreement and represents goods or services received and paid for and that the claim does not include any costs being claimed from any other body or individual or from the Authority within the terms of another contract;
- (b) submit a transaction list detailing the breakdown of the Eligible Costs for the Reconciliation Period, in support of the Reconciliation Statement;
- (c) provide such receipted invoices and other reasonable evidence that the Eligible Costs has been paid and incurred as shall be required by the Authority; and
- (d) the Reconciliation Statement shall be supported by a monitoring report in accordance with Schedule 5.

The Authority has the right to specify a different claims procedure from time to time during the Reconciliation Period.

- 6.2 The Authority aims to pay grant in accordance with the Agreement, and in particular clause 2.3, within 30 days of receipt. The Authority shall not be responsible for any delay in payment caused by incomplete or illegible claims. Time of payment shall not be of the essence.
- 6.3 The Recipient shall have regard to the need for economy in all Qualifying Expenditure. Where any Qualifying Expenditure, in the Authority's reasonable opinion, is excessive having due

regard to the purpose for which it was incurred, the Authority shall only be liable to reimburse so much (if any) of the Qualifying Expenditure which, in the Authority's reasonable opinion after consultation with the Recipient, would reasonably have been required for that purpose.

- 6.4 Payment of funding for any Financial Year after the first is subject to the Authority (acting reasonably) being satisfied with the Project performance for the previous Financial Year or Financial Years and to the Recipient performing the terms of this Agreement.
- 6.5 Notwithstanding the provisions of this clause 6, the parties may by agreement vary the provisions for making grant payments (and the payment of such grant).

7 EVENTS OF DEFAULT AND REMEDY OF DEFAULT

7.1 Events of Default

The Authority may in its absolute discretion reduce, suspend or withhold the Grant, require the Grant to be repaid and/or terminate this Agreement if: -

- (a) there is a Change to the Project without the prior written approval of the Authority, as required by clause 2.2, 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, without the agreement in advance of the Authority;
- (b) any information provided by the Recipient to the Authority (including without limitation information contained in the application for funding or in a claim for payment or in subsequent or supporting correspondence) is found to be incorrect or incomplete to an extent which the Authority considers to be material;
- (c) the Recipient fails to comply with the Special Conditions;
- (d) the Activity is not commenced within 30 days following execution of this Agreement;
- (e) the Grant has not been used for, or in the reasonable opinion of the Authority will not be used for, the purpose for which it was or will be given or applied to costs other than Eligible Costs;
- (f) the Authority considers that the Recipient has not made satisfactory progress with the delivery of the Project in accordance with Schedule 2, Paragraph 2.1 (Key Milestones) and 2.2 (Delivery Milestones);
- (g) there is failure of the Recipient to submit monitoring returns and/or evaluation reports in accordance with Schedule 5, and as may be additionally required, to the satisfaction of the Authority
- (h) any other circumstances or events that are likely to affect the Recipient's ability to achieve the Project Outputs or Project Outcomes or result in a risk that the Project as approved will not be completed;
- (i) any report or certificate made by the Grant Recipient's auditor or reporting accountant is unsatisfactory (where, for example, the report or certificate refers to a fundamental uncertainty or disagreement, or contains a material qualification, or states that the auditor or accountant is unable to form an opinion about any item, or reports that any amount is not correctly stated in the accounts or records examined);

- (j) the Recipient owes any sum to the Authority under an agreement for the financial support of any other project or activities;
- (k) there is a failure to keep and maintain the records specified in this Agreement;
- (l) the Recipient fails to comply with any branding guidelines and conditions of use issued by the Authority (or any future name or logo adopted by the Authority), as detailed in Schedule 7;
- (m) insufficient measures are being taken to investigate and resolve any reported irregularity;
- (n) the Recipient has acted negligently or dishonestly;
- (o) the Recipient obtains any form of duplicate funding in relation to the Project;
- (p) the Recipient is required to repay to a third party any funds provided to the Authority by that third party to be utilised to pay the Grant;
- (q) the Recipient is, or becomes an ailing or insolvent economic actor as defined in clause 8.5;
- (r) 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);
- (s) 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;
- (t) the Recipient breaches any provision of clause 8;
- (u) the parties are unable to resolve a dispute between them in accordance with clause 19;
- (v) the Recipient fails to observe and perform any other obligation on its part contained in or implied by this Agreement and after receiving notice from the Authority requiring the relevant breach to be remedied within such period (as shall be specified in such notice) as the Authority shall determine to be reasonable the Recipient fails to remedy such breach to the satisfaction of the Authority within the said period.

7.2 Opportunity to Remedy an Event of Default

- (a) If the Authority gives written notice to the Recipient pursuant to clause 7.1 to reduce, suspend, withhold or require repayment of the Grant, such notice shall specify the relevant Event of Default and give the Grant Recipient an opportunity to rectify the relevant Event of Default within such period as the Authority shall determine to be reasonable and as shall be set out in such written notice (or such extended period as the Authority shall thereafter determine).

- (b) The written notice referred to above may include a requirement for the Recipient to provide specified information to the Authority to assist in determining whether the Event of Default has been satisfactorily rectified.
- (c) Where the rectification of the Event of Default requires a Change the Change Control Procedure under clause 2.2 shall be followed.
- (d) The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either clause 7.1 or clause 15 unless the Recipient has failed to rectify the Event of Default pursuant to clause 7.2, to the satisfaction of the Authority.

7.3 The provisions of sub-clause 7.1 and 7.2 are without prejudice to the Authority's rights in clause 15 (Termination).

7.4 Repayment of Grant

- (a) Where the Authority requires the Recipient to repay any amount of Grant, the Recipient shall repay the amount concerned in accordance with clause 20.

8 SUBSIDIES

8.1 The Parties agree that the Grant is subject to the Subsidy Rules and the Recipient warrants and represents that the Grant is not prohibited by the Subsidy Rules and either:

- (a) the Grant complies with the Principles; or
- (b) that it has received less than 325,000 IMF Special drawing rights in subsidies (including the Grant) over a period of 3 years preceding the date of this Funding Agreement.

8.2 The Recipient shall

- (a) comply with the Subsidy Rules;
- (b) ensure that all requirements of the Subsidy Rules and Principles are met in relation to the Project; and
- (c) confirm to the Authority's satisfaction that all requirements of the Subsidy Rules and Principles are met in relation to the Project.

8.3 The Recipient shall not take any action or fail to take any action, or (insofar as it is reasonably within its power) permit anything to occur that will cause the Authority to be in breach of the Subsidy Rules.

8.4 The Recipient shall provide such reasonable assistance as is requested by the Authority to enable the Authority to comply with the Subsidy Rules. No payments shall be made to the Recipient if it becomes subject to a recovery order following a decision of any competent court declaring the Grant and/or any other subsidy illegal.

8.5 The Recipient confirms that it is not an ailing or insolvent economic actor for the purposes of Article 3.5 Paragraph 3 UK-EU TCA Rules (which for the purposes of this Funding Agreement shall bear the same meaning as a company in difficulty as defined in Article 2.18 of General Block Exemption Regulation of the EU) and commits to informing the Authority as soon as reasonably practicable of a change in this status.

8.6 Prior to the start of the Project, an application was submitted by the Recipient which confirmed the undertaking's name and size; description of the project, including its start and end dates; location of the project; list of project costs and type and amount of public

funding required and an analysis of the viability of the project with and without the Grant. The Recipient shall inform the Authority immediately upon becoming aware of any Change or likely Change in the information submitted as part of this application.

- 8.7 The Recipient has informed the Authority of any other public funding applied for or awarded against the Eligible Costs covered by this Funding Agreement. The Authority has relied on this information when ensuring that the total public funding for the project is within the amounts permitted by the Principles.
- 8.8 The Recipient consents to the publication within 6 months of the date of this Funding Agreement of the following information:
- (a) the legal basis and policy objective or purpose of the Grant;
 - (b) the name of the Recipient;
 - (c) the date of the Grant, the duration of the Grant and any other time limits attached to the Grant; and
 - (d) the amount of the Grant or the amount budgeted for the Grant.
- 8.9 The Recipient shall maintain detailed records with the information and supporting documentation necessary to establish that the Principles and all the conditions set out in this Funding Agreement are fulfilled. Such records shall be maintained for 10 years following the granting of the aid and without prejudice to any other provision of this Funding Agreement the Recipient shall make such information available to the Authority within a period of 20 working days if requested.
- 8.10 The Authority may monitor the Recipient's compliance with the requirements of its obligations under this Funding Agreement and for the avoidance of doubt any failure by the Recipient to comply with this clause 8 shall be deemed a breach of a term or condition of this Funding Agreement and an Event of Default for the purposes of clause 7.1
- 8.11 The Authority may vary or withhold any or all of the payments and/or require repayment of grant already paid, together with interest from the date of payment, if the Authority is required to do so as a result of a decision by a competent Court. The interest rate payable will be set by the Authority at a level sufficient for the Authority to comply with any such requirement or obligation.

9 MANAGEMENT AND MONITORING

9.1 Management

- (a) The Recipient shall manage the Project in accordance with the terms of this Agreement and shall appoint a Project Manager. The Project Manager shall be the Authority's main contact point for the Project and is detailed in Schedule 1, Paragraph 1.3. The Recipient shall be responsible to the Authority for ensuring that the Project Manager delivers the Project and provides all monitoring information required by the Authority. Any change in Project Manager must be notified to the Authority promptly.
- (b) The Project Manager shall immediately notify in writing the Grant Manager of any circumstances which may result in a possible breach of any of the terms of this Agreement (which shall include a possible Event of Default) including, without limitation, any concerns relating to the financial stability of the Recipient, the management of the Project and probity issues.

- (c) The Authority shall be entitled at any time to specify a replacement for the Grant Manager and shall promptly notify the Recipient of the identity and contact details of the Grant Manager.
- (d) The Recipient shall promptly comply with all reasonable requests or directions of the Grant Manager in respect of the Project.
- (e) The Recipient shall address any enquiries about procedural or contractual matters in writing to the Grant Manager. The Recipient shall quote any applicable Project Reference Number in any correspondence with the Grant Manager.

9.2 Monitoring

- (a) In accordance with Schedule 5 the Recipient shall during and throughout the Project Monitoring Period; -
 - (i) submit monitoring reports to the Authority on a monthly basis;
 - (ii) submit all claims to the Authority in accordance with clause 6;
 - (iii) properly evaluate the progress of the Project as required by the Authority; and
 - (iv) co-operate with the Authority and its agents on the monitoring and evaluation by providing such other information as may at any time be reasonably requested by the Authority.
- (b) For the avoidance of any doubt, in the event that the Recipient fails to comply with the reporting requirements of the Authority, the Grant may be suspended or withheld and regarded as an Event of Default in accordance with clause 7.
- (c) The Recipient shall at all times perform all its obligations under this Agreement with due regard to the need for those in a public service environment to observe the highest standards of efficiency, economy, probity, courtesy, consideration and hygiene.

10 DOCUMENT RETENTION

- 10.1 Without prejudice to any other provision of this Agreement the Recipient will ensure that all documents relating to the Project and its implementation and financing are retained for a period of 7 years from the Funding Cessation Date, in order that these may be made available to the Authority or auditors upon request.
- 10.2 The Recipient will make available the documents relating to the Project and its implementation and financing if and when required to do so by the Authority, and any auditors.
- 10.3 The documents referred to in this clause 10 shall be kept and made available either in the form of the originals or certified true copies of the originals or on commonly accepted data carriers including electronic versions of original documents or documents existing in electronic version only.
- 10.4 Where documents exist in electronic form only, the computer systems used shall meet accepted security standards which ensure that the documents held meet with national legal requirements and can be relied upon for audit purposes. The equipment and software used to store the documents shall be retained and kept functional for a period of 7 years from the

Funding Cessation Date, following the submission of the accounts in which the final expenditure for the Project is included.

11 PROJECT OUTPUTS, OUTCOMES AND CLAWBACK

- 11.1 The Authority is providing the Grant with a view to the Project Outputs and Project Outcomes being achieved and the Recipient acknowledges that the Grant is subject up to 100% total Clawback in accordance with this clause 11 and Schedule 4 , Paragraph 4.1 to the extent that the Project Outputs and Project Outcomes re not achieved.
- 11.2 At the Completion Date the Authority shall consider, taking account of any representations which the Recipient may make, the extent to which the Project Outputs and Project Outcomes as detailed in Schedule 4, Paragraph 4.1 has been achieved.
- 11.3 In the event that the Authority considers that the Project Outputs and Project Outcomes has not been achieved in full by the Completion Date it may (at its entire discretion) at any time thereafter by notice (“Clawback Notice”) require the Recipient to repay up to 100% of the Grant.
- 11.4 To the extent that the Project Outputs and Project Outcomes is fully completed by the Completion Date then 100% of the Grant is not subject to any right of the Authority to reclaim it or demand repayment.
- 11.5 The provisions within this clause are without prejudice to clause 7 of this Agreement.

12 ACKNOWLEDGEMENT AND PUBLICITY

- 12.1 In accordance with Schedule 7, the Recipient shall, and shall procure that it's sub-contractors, at all times comply with all branding guidelines, publicity and acknowledgement conditions of use issued by the Authority (or any future name or logo adopted by the Authority). The acknowledgement and publicity provisions are to include, but is not limited to -;
- (a) direct press - including written or spoken public presentations about the Project;
 - (b) marketing and communications - including banners, brochures, social media imagery and leaflets; and
 - (c) on-site acknowledgement - including site hoarding, site and Project temporary and permanent plaques;
- 12.2 In accordance with clause 12.1 the Recipient shall ensure that they –
- (a) provide advance notice of any announcements (2 weeks if possible);
 - (b) use approved descriptions in media releases;
 - (c) invite representatives of the Authority to landmark events; and
 - (d) provide photographic evidence and examples of compliance to the Grant Manager alongside reporting requirements as detailed in Schedule 5.
- 12.3 The Recipient shall comply with all reasonable requests from the Authority and the Secretary of State to facilitate visits, provide additional information and case studies, that will assist the Authority in its promotional and fundraising activities relating to the Project;
- 12.4 The Recipient shall participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Authority;

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

12.5 The Authority may acknowledge or consent to the Secretary of State acknowledging the Recipient's involvement in the Project as appropriate without prior notice.

12.6 The obligations in this clause shall continue beyond expiry or termination of this Agreement.

13 INTELLECTUAL PROPERTY

13.1 All Project Intellectual Property shall be proprietary to and owned by the Recipient immediately on its coming into existence and to the extent that it subcontracts performance of the Works, the Recipient shall ensure that any Project Intellectual Property emanating from the work of its sub-contractor(s) shall be assigned to it absolutely.

13.2 The Recipient hereby grants to the Authority an irrevocable, world-wide, royalty-free transferable non-exclusive right and licence (with freedom to sub-licence) under the Project Intellectual Property to use and exploit all the Project Intellectual Property.

13.3 Notwithstanding termination of this Agreement for any reason whatsoever the Recipient shall at its expense do and execute, and shall procure that its employees and any subcontractor engaged in the performance of the Activities do and execute any further thing or document as may be required by the Authority to give effect to Clause 13.2.

13.4 The Recipient warrants:

- (a) that it shall use its reasonable endeavours to ensure that the Project Intellectual Property will not infringe the rights of any third party and that no third party has threatened or so far as it is aware is currently threatening proceedings in respect of such infringement; and
- (b) that it is able to conduct the Activities without breaching any obligations it may owe to any third party now or, as far as it is at present aware, in the future and hereby undertakes to carry out the Activities without breaching any such obligations and further undertakes not to assume any obligations to any third party which would be inconsistent with such undertaking. Without limitation, it warrants that it shall acquire all rights in any Project Intellectual Property obtained or developed by any third-party contractors in the course of or in connection with the Activities or shall be duly allowed to licence the same as contemplated under this Agreement.

14 WARRANTIES AND INDEMNITIES

14.1 The Recipient warrants to the Authority that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Authority immediately of any significant departure from such legislation, codes or recommendations;

- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) all financial and other information concerning the Recipient which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;
- (f) it is not aware of anything in its own affairs, which it has not disclosed to the Authority, which might reasonably have influenced the decision of the Authority to make the Grant on the terms contained in this Agreement;
- (g) the execution of this Agreement by the Recipient has been validly authorised and the obligations by or expressed as being assumed by the Recipient under this Agreement constitute valid legal and binding obligations enforceable against the Recipient;
- (h) neither the execution of this Agreement nor the performance or observance of any of its obligations will conflict with or result in any breach of any law or any legal obligation on the Recipient or cause any limitation on the powers of the Recipient or on the right or ability of the officers of the Recipient to exercise such powers to be exceeded;
- (i) all approvals required in connection with delivery validity and enforceability of this Agreement have been obtained and have not been withdrawn;
- (j) the Recipient has all the rights and interests necessary to enable the Works to be carried out and the Site to be fully used for the Project as set out in Schedule 1 without the need to acquire any further land or obtain any rights from any party or seek any release of any covenants or restrictions of any kind;
- (k) all the Consents have been obtained and have not been withdrawn; and
- (l) the obligations of the Recipient under this Agreement shall be performed by appropriately qualified and trained personnel with reasonable skill care and diligence and to such high standards of quality as is reasonable for the Authority to expect in normal circumstances.

14.2 The warranties in clause 14.1 will be deemed to be repeated by the Recipient when each claim for funding is submitted pursuant to clause 6 as if made with reference to the facts and circumstances existing at such date. The Recipient acknowledges that the Authority will be relying on the Recipient's skill, expertise and experience in the performance of the Works and upon the accuracy of all representations and warranties made and the advice given by the Recipient in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Recipient as part of this Agreement.

14.3 The Authority shall not be liable to the Recipient for any informal advice given. In addition, the Authority gives no assurance as to:

- (a) the suitability or viability of the Project or the bid and no endorsement of the same;
or
 - (b) the compliance of the Project with the Subsidy Rules.
- 14.4 Without prejudice to any other remedy, if any part of the Works is not performed in accordance with this Agreement then the Authority shall be entitled, where appropriate, to:
- (a) require the Recipient promptly to re-perform or replace the relevant part of the Works without additional cost to the Authority; or
 - (b) assess the cost of remedying the failure (the "Assessed Cost") and to deduct from any sums due to the Recipient the Assessed Cost for the period that such failure continues.
- 14.5 The Recipient shall be liable for and shall indemnify the Authority in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Authority or otherwise arising out of or in the course of or caused by the performance of the Project.
- 14.6 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 otherwise through the default of the Recipient.
- 14.7 The Recipient shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Project. The Recipient shall upon request produce to the Authority or the Secretary of State, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.
- 14.8 The Recipient shall indemnify and hold the Authority harmless (and keep indemnified and hold harmless notwithstanding termination of this Agreement) against any and all loss or damage (including without limitation any economic loss or other loss of profits, business or goodwill or any consequential loss) suffered by the Authority as a result of the Recipient's breach of any or all the warranties in clauses 13.4 and 14.1

15 TERMINATION

- 15.1 Without prejudice to any other rights to which it may be entitled, the Authority may give notice in writing to the Recipient terminating this Agreement with immediate effect if the Recipient commits an Event of Default and (if such an Event of Default is remediable) fails to remedy that Event of Default in accordance with the provisions of clause 7.2.
- 15.2 Without limitation to clause 15.1 the Authority may further give notice in writing to the Recipient terminating this Agreement with immediate effect at any time during the term of this Agreement if:
- (a) the Recipient purports to assign its rights or obligations under this Agreement;
 - (b) the Recipient fails to comply with the Special Conditions to the satisfaction of the

Authority;

- (c) there is an Event of Default and the Authority invokes any of the provisions described in clause 7;
- (d) the Recipient for whatever reasons fails to achieve the Project Outputs and/or Project Outcomes by the Completion Date;
- (e) the Recipient ceases to carry on business; and/or
- (f) any of the warranties or representations contained herein are untrue in any material respect or the Recipient or any of the officers or representatives of the Recipient fail to disclose any serious misrepresentation in supplying information required by the Authority in, pursuant to or prior to this Agreement.

15.3 On the termination of this Agreement the Authority shall cease to be under any obligation to provide any further funding to the Recipient under this Agreement and the Authority may further require the Recipient at any time to repay the Grant and the Recipient agrees and undertakes upon receipt of notice requiring repayment it shall forthwith on demand repay to the Authority an amount equal to the total amount of the Grant paid by the Authority under this Agreement together with any sum in respect of interest required by the Authority to ensure compliance with the Subsidy Rules, in accordance with clause 20.

15.4 Termination of this Agreement however caused shall be without prejudice to any rights or liabilities accrued at the date of termination.

15.5 Nothing in this clause 15 shall affect the coming into, or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force upon termination of this Agreement.

16 CONFIDENTIALITY

16.1 Subject to clause 17 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it by the other party in connection with this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

16.2 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 of this Agreement by the receiving party;
- (b) it is reasonably necessary for either party to disclose to those of its employees and sub-contractors as may be reasonably necessary or desirable in order to implement the provisions of this Agreement, provided that before any such disclosure the receiving party shall make those employees and sub-contractors aware of its

obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees and sub-contractors with them;

- (c) 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
- (d) 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.

17 FREEDOM OF INFORMATION

17.1 Provisions Common to FOI and EIR

- (a) Each party acknowledges that the other party is subject to the statutory duties imposed upon public authorities under the FOIA and the EIR and each party shall assist and cooperate with the other party to enable that party to comply with these Information disclosure requirements.
- (b) The parties shall ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure under the FOI and the EIR and shall permit the other party to inspect such records as requested from time to time.
- (c) Where a party receives a Request for Information under the FOIA or the EIR which relates to the Agreement, it shall inform the other party of the Request for Information as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information.
- (d) if either party determines that Information (including Confidential Information) must be disclosed pursuant to clause 17.2(c)(ii), it shall notify the other party of that decision at least two Working Days before disclosure

17.2 Freedom of Information Requests

- (a) Where one party deposits with the other party information which is intended to be information held on behalf of the other party it shall clearly indicate at the time of the deposit that this information is Held on Behalf of the other party.
- (b) Each party shall and shall procure that its sub-contractors, agents and employees shall where they receive a request for information under FOI:
 - (i) transfer any Request for Information under the FOIA in respect of the information Held on Behalf of the other party to the depositing party as soon as practicable after receipt and in any event within two Working Days of receiving the Request for Information;
 - (ii) provide upon written request of the other party a copy of all information Held on Behalf of the other party in the form that the depositing party requires within five Working Days (or such other period as the depositing party may specify) of the depositing party requesting that Information; and

- (iii) provide all necessary assistance as reasonably requested by the depositing party to enable the depositing party to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.
- (c) The depositing party shall be responsible for determining at its absolute discretion whether the Information held on its behalf:
 - (i) is exempt from disclosure in accordance with the provisions of the FOIA;
 - (ii) is to be disclosed in response to a Request for Information, andin no event shall the other party respond directly to a Request for Information unless expressly authorised to do so by the depositing party.

17.3 Requests for Environmental Information

- (a) The parties acknowledge that the party holding information which is Environmental Information Held on Behalf of the other party may, acting in accordance with the EIR be obliged to disclose Information: -
 - (i) without consulting with the depositing party, or
 - (ii) following consultation with the depositing party and having taken its views into account.

18 EQUALITY AND DIVERSITY

The Recipient shall:

- (a) perform its obligations under this Agreement in accordance with all applicable equality Law (whether in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or otherwise); and
- (b) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (c) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

19 DISPUTE RESOLUTION

- 19.1 In the event of any complaint or dispute (which does not relate to the Authority's right to withhold funds or terminate as detailed in clause 7 and 15) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Grant Manager or any other individual nominated by the Authority from time to time.
- 19.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Grant Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Authority and the Chief Executive of the

Recipient 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 Authority and the Recipient.

- 19.3 In the absence of agreement under clause 19.2, the parties 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 both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

20 RECOVERY OF SUMS DUE AND INTEREST

- 20.1 Wherever any sum of money shall be recoverable from or payable by the Recipient to the Authority, the Authority may deduct the same from any sum then due to the Recipient or which at any time thereafter may become due to the Recipient either under this Agreement or under any other contract with the Authority.
- 20.2 Without prejudice to clause 20.1 where any sum of money is due to be paid by the Recipient to the Authority under this Agreement the Recipient shall pay to the Authority interest thereon at the greater of:
- (a) 4% per annum above the Base Interest Rate compounded with rests on the usual quarter days for the period between the date on which the relevant sum should have been paid and the date on which it is paid (as well after as before any judgment);
 - (b) a rate determined by any competent court to be required in order to ensure compliance with the Subsidy Rules.

21 NO PARTNERSHIP OR AGENCY

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.

22 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, promises, representations, undertakings negotiations, discussions and implications between the parties and any third parties relating to it or which the Recipient may purport to apply to the Agreement.

23 FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

24 SEVERABILITY

If any part of this Agreement becomes invalid, illegal or unenforceable the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible

validly gives effect to their intentions as expressed in this Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termination of this Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of this Agreement shall be suspended during such a negotiation.

25 AMENDMENTS

Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

26 ASSIGNMENT AND CONFLICTS OF INTEREST

- 26.1 The Recipient shall not without the prior written consent of the Authority assign, transfer, charge or deal in any other manner with this Agreement or its rights under it or part of it, or purport to do any of the same, or sub-contract any or all of its obligations under this Agreement. Such consent when given, may be made subject to any conditions which the Authority considers necessary.
- 26.2 The Recipient nor its representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Project of Project Activities.
- 26.3 The Recipient confirms that it has and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

27 VAT

- 27.1 The payment of the Grant by the Authority under this Agreement is believed to be outside the scope of VAT but if any VAT shall become chargeable the payment of the Grant (including the Maximum Amount) shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any VAT over and above the Grant.
- 27.2 All sums or other consideration payable to the Authority or provided by the Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sum shall become payable or due or other consideration provided the Recipient shall at the same time or (as the case may be) on demand by the Authority in addition to such sums or other consideration pay to the Authority all the VAT so payable upon receipt of a valid VAT invoice.

28 WAIVER

No delay or omission by 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 bar the exercise or enforcement of it at any time or times thereafter.

29 NOTICES

- 29.1 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 given below of the party to whom the notice is to be given (or such

other address as the recipient may have notified the sending party in writing). 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.

Notices to the Authority

Notices to the Recipient

Attention: Sue Sykes

Attention: Tim O'Connell

Address: 11 Broad Street
West, Sheffield, S1 2BQ

Address: Riverside House,
Main Street, Rotherham, S60
1AE

- 29.2 All notices to be given by the Recipient to the Authority shall quote the Project Reference Number and shall be copied at the same time to Steve Davenport, Principle Solicitor and Monitoring Officer, South Yorkshire Mayoral Combined Authority, 11 Broad Street West, Sheffield, S1 2BQ or to such other officer and such other address or addresses as the Authority may at any time notify to the Recipient.

30 FORCE MAJEURE

- 30.1 In this clause 30, 'Force Majeure' event means strikes or lockouts not involving the Recipient or its Workers, Acts of God, war, radiation, major cyber-attacks, compliance with the express instructions of the police or other emergency services, compliance with any law or governmental order, rule, regulation or direction to the extent that any of the same are beyond the reasonable control of the Party seeking to rely on this clause 30 or any other event or occurrence which is outside the reasonable control of either Party concerned or which is not attributable to any act or failure to take preventative action by the Party concerned
- 30.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by reason of a Force Majeure event then:
- (a) that Party's obligations under this Agreement shall be suspended for so long as the Force Majeure event continues and to the extent that the Party is so prevented, hindered or delayed;
 - (b) as soon as reasonably possible after commencement of the Force Majeure event that Party shall notify the other Party in writing of the occurrence of the Force Majeure event, the date of commencement of the Force Majeure event and the effects of the Force Majeure event on its ability to perform its obligations under the Agreement;
 - (c) that Party shall use all reasonable efforts to mitigate the effects of the Force Majeure event upon the performance of its obligations under this Agreement and that Party shall forthwith notify the other Party in writing of the cessation of the Force Majeure event and, wherever possible, shall resume the performance of its obligations under the Agreement as soon as reasonably possible after such cessation.
 - (d) Should the Force Majeure event result in a significant Change to the Project being delivered in accordance with the terms of this Agreement, the Recipient will submit

to the Authority a Change Request Form which will be subject to the Change Control Process in clause 2.2.

30.3 If the Force Majeure event continues for more than 30 days after the commencement of the Force Majeure event, either Party may terminate the Agreement by giving not less than 30 days' Notice in writing to the other Party (unless otherwise agreed in writing between the Parties). The termination provisions in clauses 15.3 to 15.5 shall apply.

31 DATA PROTECTION LEGISLATION

31.1 This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

31.2 Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

31.3 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

31.4 Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause [NUMBER] and allow for audits by the other party or the other party's designated auditor; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

31.5 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it..

32 LOCAL GOVERNMENT TRANSPARENCY CODE 2015

32.1 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: UKSPF09
- (b) title of agreement: Rotherham Buisness Support Hubs
- (c) local authority department responsible: South Yorkshire Mayoral Combined Authority Executive Team
- (d) **description of the goods and/or services being provided:** The project aims to increase enterprise and employment as well as business productivity by improving access to business support through co-ordinating an integrated delivery approach centred on Rotherham's business hubs..
- (e) Recipient name and details: Rotherham Metropolitan Borough Council, Riverside House, Main Street, Rotherham, S60 1AE
- (f) sum to be paid over the length of the contract or the estimated annual spending or budget for the contract: **£111,410.00**
- (g) Value Added Tax that cannot be recovered: Zero
- (h) start, end and review dates: 01/04/2022 – 31/03/2023
- (i) whether or not the contract was the result of an invitation to quote or a published invitation to tender: Not applicable
- (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: Not applicable

32.2 The Recipient will notify the Authority as soon as reasonably possible of any change to the information included in clause 32.1, and the Recipient consents to the Authority publishing the information set out in clause 32.1 on a quarterly basis.

33 THIRD PARTY RIGHTS

Save as expressly provided in this Agreement, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties and their permitted successors and assignees).

34 GOVERNING LAW AND JURISDICTION

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

This agreement has been entered into on the date stated at the beginning of it.

Signed by Steve Davenport on behalf of
South Yorkshire Mayoral Combined Authority: :

.....(signature)

SC DAVENPORT.....(name)

Director of Legal and Governance.....(position)

.....(date)

Signed by [name of Director] for and
on behalf of Rotherham Metropolitan Borough Council:

.....(signature)

Simon Moss

.....(name)

Assistant Director, Planning, Regeneration & Transport

.....(position)

31st March, 2023

.....(date)

SCHEDULE 1 – PROJECT

1.1 Background

The UK Shared Prosperity Fund (UKSPF) is the major economic development fund, replacing EU Structural and Investment Funds (ESIF). The UKSPF aims to contribute to 'Levelling Up'; by providing financial assistance (largely revenue) to boost productivity, tackle geographical inequalities and improve life chances, especially in deprived areas.

The Fund invests in projects that cover one or more of the following investment priorities -

- Investment in skills
- Investment for local business
- Investment in communities and place
- Supporting people into employment

In July 2022, the Authority submitted bids on behalf of several promoters to the Department for Levelling Up, Housing and Communities ('DLUHC') seeking grant from the Fund. In December 2022, DLUHC the bid had been successful.

Grant of £111,410.00 has therefore been awarded for the Project in accordance with the delegated authority to enter into contract via the South Yorkshire Mayoral Combined Authority meeting of 14th November 2022 and is subject to the terms of this Agreement.

The Project will deliver against the following investment objective -

- Supporting Local Business

1.2 Project

The project aims to increase enterprise and employment as well as business productivity by improving access to business support through co-ordinating an integrated delivery approach centred on Rotherham's business hubs.

1.3 Project Location

The Project will engage with and be promoted borough-wide in Rotherham.

1.4 Activity

The Project will focus on the following Activities –

There are currently four award-winning, purpose-built business hubs providing 200 high-quality small offices and workshops. The hubs, which provide excellent geographic coverage across Rotherham, are Century Business Centre in the Dearne Valley,

Moorgate Crofts in the town centre, Fusion at Magna and Matrix at Dinnington. A fifth hub is under construction and will be available from May 2023. Project activities will also ensure the new hub is successfully promoted and marketed to the target audience, addressing need, and complementing and enhancing the current support offer.

Support to businesses will be coordinated through a knowledgeable and experienced on site team, who will build strong relationships with client businesses to allow an informed assessment of bespoke individual business support requirements and facilitate the targeted introduction of products and services. The team will focus on helping businesses identify and deliver what customers want, solving their problems and helping them achieve their goals. This will include the use of business modelling techniques to provide businesses with the tools they need to assess products, services and customers and maximise the added value the business can create, helping it capitalise on opportunities to stand out from competitors.

The project will build a rapport with the businesses located in the business hubs and the wider business community and will act as a conduit to other services that the businesses need to access to help them operate, survive and grow.

The project will also include a pilot discretionary grant fund with a maximum £3,000 intervention at 50% intervention) aimed at supporting local established small businesses for the purposes of safeguarding local community jobs and also to support the creation of new jobs.

The Grant will specifically be used for the Activity above.

1.5 Key Contacts

Role	Parties	Name	Job Role
Project Manager	Recipient	Tim O'Connell	Project Lead - Manager of Rotherham Investment and Development Office (RiDO)
Grant Manager	Lead 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
Funding Cessation Date	31/03/2023
Completion Date	30/06/2023
Monitoring Report Submission Dates	21 st April 2023 21 st July 2023
Clawback Review Date	31/08/2023
Interim Evaluation Date	N/A
Final Evaluation Date	31/08/2023
Closure Date	31/08/2023

2.2 Delivery Milestones

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

Delivery Milestone	Target Completion Date
Marketing of new business hub	February 2023

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.

For the avoidance of doubt, the Authority will only pay Grant to the Recipient against Qualifying Expenditure incurred up to the Funding Cessation Date. Any Qualifying Expenditure defrayed by the Recipient after this/these date(s) will not be eligible to claim under the terms of this Agreement.

3.1.1 Financial Year

2022/23	Total (£)
£111,410.00	£111,410.00

3.2 Project Cost

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

	2022/23	Total (£)
UKSPF	£111,410	£111,410
Other Public funding	£29,868	£29,868
Private Funding	£42,000	£42,000
Total	£183,278	£183,278

3.3 Eligible Costs

Eligible Costs refers to the breakdown of the Project Cost as required to deliver the Project, as detailed in the table below. Eligible Costs includes revenue activity, grant draw down will be capped at the Maximum Amount which is **£111,410.00**

	Total (£)
Business Development Team	£49,410
Marketing of new business hub	£20,000
Grants	£42,000
Other	£71,868
Total (£)	£183,278

For the avoidance of doubt, the following costs and activities are not eligible to be claimed. The Recipient should refer to the UKSPF Technical Note for Project Applicants for further detail –

- paid for lobbying, which means using grant funds to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, Government or political activity; or attempting to influence legislative or regulatory action using grant funds to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant
- using grant funding to petition for additional funding
- expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy
- VAT reclaimable from HMRC; VAT that cannot be recovered from HMRC is an eligible cost under the UK Community Renewal Fund
- payments for activities of a party political or exclusively religious nature
- interest payments or service charge payments for finance leases
- gifts, or payments for gifts or donations
- statutory fines, criminal fines or penalties
- payments for works or activities which the Lead Authority, project deliverer, end beneficiary, or any member of their partnership has a statutory duty to undertake, or that are fully funded by other sources
- bad debts to related parties
- payments for unfair dismissal or other compensation
- depreciation or amortisation costs
- contingencies and contingent liabilities
- dividends
- costs resulting from the deferral of payments to creditors
- costs involved in winding up a company
- legal expenses in respect of litigation
- costs incurred by individuals in setting up and contributing towards private
- pension schemes
- payments that breach or are contrary to the funding agreement or UK
- legislation

The Recipient can only claim Grant against Qualifying Expenditure defrayed up to the Funding Cessation Date. Additional Qualifying Expenditure beyond this date is to be met by the Recipient.

3.3.1 Eligible Costs Breakdown

The Recipient has confirmed the estimated breakdown of the Eligible Costs on Activity as follows. Eligible Costs includes revenue activity, grant draw down will be capped at the Maximum Amount which is **£111,410.00**

TOTAL £111,410.00

SCHEDULE 4 – PROJECT OUTPUTS AND PROJECT OUTCOMES

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

4.1 Subject to Clawback

In accordance with clause 2.3 Special Conditions, the Recipient will provide to the Authority -

- a) disaggregated Project Outputs summarised in Table 1(a) and within 30 days of the execution of this Agreement. The disaggregation will be in accordance with Annex A UKSPF Indicator Guidance Final, as provided by the Authority. Upon agreement of the disaggregated Project Outputs, these will form Schedule 4: Annex 1 and will become part of the Agreement terms; and
- b) post codes of where Activity has taken place.

The Recipient will also deliver the Project Outcomes, detailed in Table 1(a) below, by the Completion Date as per Schedule 2 (“Project Outcomes”).

The Recipient is to deliver the disaggregated Project Outputs, detailed in Schedule 4: Annex 1 and summarised in Table 1(b) by the Completion Date as per Schedule 2 (“Project Outputs”).

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

Table 1(a)

Outcome	2023/24	2022/23 Total
Businesses receiving non-financial support	125	125
Potential entrepreneurs provided assistance to be business ready	20	20

Table 1 (b)

Project target	Indicator Subset	2022/23 Total
People	Economically Inactive	To be submitted within 1 month of contract execution
	Unemployed	
	Employed	
	Total	
Businesses	Small	To be submitted within 1 month of contract execution
	Total	

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 meeting;
- b) Monthly monitoring returns and meetings;
- c) Community Renewal Fund Working Group;
- d) Approved Claim Forms, transaction list and supporting evidence; and
- e) Evaluation Reports.

5.1 Inception

Following execution of the Agreement an inception meeting will be arranged. The purpose of this meeting is to clarify contractual expectations.

5.2 Monitoring Reports

The Recipient is required to submit evidence to the Authority demonstrating progress towards achievement of project targets and investment profiles at monthly intervals. This will need to include both quantitative and qualitative data.

The Recipient shall complete a monitoring return which will include updates to –

- a) Delivery Milestones in accordance with Schedule 2
- b) Spend Profile in accordance with Schedule 3
- c) Deliverables in accordance with Schedule 4, to include but is not limited to -
 - Disaggregated Project Outputs as summarised in Table 1(a) and Table 1(b), in accordance with Annex A UKSPF Indicator Guidance Final;
 - Project Outcomes as summarised in Table 1(c); and
 - post codes of where Activity has taken place.
- d) Risks

The Recipient shall retain all evidentiary data to support achievement of the spend and Project Outputs and Outcomes and shall make these available to the Authority within 30 days of a request being made. In providing this data, the Recipient shall ensure adherence to Data Protection in with the terms of this Agreement.

All monitoring reports are to be accompanied by -

- a) Evidentiary data, at the request of the Authority; and
- b) Updated Risk Log.

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

5.3 Project Evaluation

The Recipient shall adhere to the following Project evaluation requirements –

- a) The interim Project evaluation, if required, will be completed by the Recipient and provided to the Authority during the Interim Evaluation Date;
- b) The final Project evaluation will need to be completed by the Recipient and provided to the

Authority by the Final Evaluation Date;

- c) The Recipient has developed an evaluation plan and the associated costs incurred up to the Completion Date are outlined in Schedule 3: 3.3 – Eligible Costs. All spend related to evaluation activity that takes place after the Completion Date will be at cost to the Recipient and is not eligible as Qualifying Expenditure under the terms of this Agreement;
- d) It is recommended that the evaluation is undertaken by someone independent of the project and who has the relevant skills to undertake the task. In addition, that the evaluator be brought in at the beginning of the Project to ensure that the data required to undertake the evaluation is identified early enabling it to be collected during the project implementation as required; and
- e) it may be necessary for some outcomes and impacts of a project to be forecast as they will continue to accrue after the completion of the evaluation. If this is the case, it is important that there is a clear distinction between the outcomes and impacts which have been realised and those which are predicted to arise in future years.

An effective evaluation will cover the –

- Appropriateness of initial design
- Progress against targets
- Delivery and management
- Outputs and Outcomes
- Value for money
- Lessons learnt

5.4 National Evaluation

For the UK shared Prosperity Fund programme, a National Evaluation will also be undertaken by Government to –

- Undertake a comprehensive process evaluation to understand how efficient the delivery structures and business processes are including the impact of capacity funding; and
- Undertake evaluations which consider both the impact of funding on place and investment themes.

The UK government is placing greater emphasis on high-quality evaluation, which is critical to understanding what works. To support this, at a national level, evaluation networks will be set up to support the development of evaluation plans, sharing of best practice and to support thinking on more comprehensive indicator requirements for the proposed UK Shared Prosperity Fund.

The Authority is at liberty to request additional documentation as may be required to enable a robust project and programme evaluation to complete.

SCHEDULE 6 – RISK LOG

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

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

Risks Description	Owner	Probability (H,M,L)	Impact (H,M,L)	Mitigation
The project does not spend to forecast	RiDO	L	M	Ensure robust project management systems are in place, based on previous experience.
Lack of engagement from businesses/individuals	RiDO	L	H	The available support will be promoted proactively using a range of channels

SCHEDULE 7 - ACKNOWLEDGEMENT AND PUBLICITY EXAMPLES

7.1 Secretary of State Requirements (“UK Government”)

7.1.1 The Recipient must ensure that the appropriate UK Government logo is used predominantly in all communications materials and public facing documents relating to project activity, including print and publications, through to digital and electronic materials. Logos will be supplied on application request.



7.1.2 Alongside use of the appropriate UK government logos, project deliverers must also ensure that websites and printed materials include a clear and prominent reference to the funding from the UKSPF. This includes any preparatory activity linked to the Fund.

We will require project deliverers to install a plaque of significant size at a location readily visible to the public, bearing the appropriate UK government logos, project name and standardised text. Plaques should be bilingual in English and Welsh in Wales.

Co-branding is only permitted with lead local authorities (or any strategic geography branding) or funders.

.. This should include the following text:

‘This project is [funded/part-funded] by the UK Government through the UK Shared Prosperity Fund.’

Where practical, project deliverers should also include a link to the UK Shared Prosperity Fund webpage, and the following text (which must also be used for notes to editors):

The UK Shared Prosperity Fund is a UK Government programme for 2021/22. This aims to support people and communities most in need across the UK to pilot programmes and new approaches to prepare for the UK Shared Prosperity Fund. It invests in skills, community and place, local business, and supporting people into employment. For more information, visit <https://www.gov.uk/government/publications/ukshared-prosperity-fund-prospectus>

7.1.3 Media and PR activities should be considered for the launch of any projects, and subsequently to announce key milestones and achievements. Press releases must include a clear and prominent reference to the UK Community Renewal Fund, in the main body of the press release.

‘[This project/Name of project] has received £[INSERT AMOUNT] from the UK Government through the UK Shared Prosperity Fund.’

Notes to editors must also be used, as set out at section 7.2 above.

Social Media - when describing or promoting the Fund or projects supported, the following hashtag must be used - #UKSPF. This will be re-tweetable by UK Government.

Please note that the funding must be approved for the project before any media or PR activities to publicise the project starts.

7.1.4 The Recipient must also install a plaque of significant size at a location readily visible to the public, bearing the appropriate UK Government logo, project name and the text:

'This project is [funded/part-funded] by the UK Government.'

Plaques should be bilingual in English and Welsh where appropriate.

7.1.5 Co-branding is only permitted with the South Yorkshire Mayoral Combined Authority or match funders.

7.2 The South Yorkshire Mayoral Combined Authority Requirements

7.2.1 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 brand guidelines.

7.2.2 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.

7.2.3 Examples for the 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'