

MEMORANDUM OF UNDERSTANDING

Between

The Secretary of State for Housing, Communities and Local Government

-and-

Rotherham Metropolitan Borough Council

1. Purpose

- 1.1. This Memorandum of Understanding (MoU) sets out the terms that will apply to the relationship between the Secretary of State for Housing, Communities and Local Government (the Secretary of State) and Rotherham Metropolitan Borough Council (the Local Authority) regarding the administration and delivery of the Pride in Place Impact Fund (the Fund).
- 1.2. This MoU relates to the allocation set out in the [Fund Prospectus](#)
- 1.3. This MoU will be for the period September 2025 to March 2027. Changes will be made only where signatories deem it necessary.
- 1.4. The MoU sets out the conditions and expectations for the Fund.
- 1.5. This MoU is not intended to create legal or binding obligations. It describes the understanding between both parties for the use of funding specified in section 3 of this agreement.

2. Background

- 2.1. This MoU covers the funding commitments from the Secretary of State and the delivery, financial expenditure, agreed milestones, reporting and evaluation, communications and branding expectations between the Parties and the steps the Secretary of State could take in the event of underperformance if required.
- 2.2. The Secretary of State has published guidance on the delivery of the Fund in 2025-27 in the Prospectus. The Secretary of State will notify the Local Authority of any changes to the Prospectus and, if necessary, provide guidance on how changes are to be managed.

3. Purpose of the Funding

- 3.1. The allocation to the Local Authority is set out in the Prospectus.
- 3.2. The funding from the Fund is being provided to deliver activity in line with the Prospectus.

4. Reporting

4.1 The Local Authority will provide reporting on the Fund as set out in the Prospectus.

5. Financial Arrangements

- 5.1. The agreed funds will be issued to the Local Authority as grant payments under Section 50 of the United Kingdom Internal Markets Act 2020 ('UKIM').
- 5.2. Details of the allocation will be confirmed in grant determinations and will reflect the published capital allocated for 2025-26 and 2026-27.
- 5.3. The Local Authority will receive a payment of 100% of the 2025-26 funding on agreeing this MoU.
- 5.4. The 2026-2027 allocation will be paid in the period April - June 2026, subject to submission of a satisfactory monitoring report in February 2026 as set out in the Prospectus.
- 5.5. Capital grant funding, as set out in grant determinations, may only be used for capital expenditure.
- 5.6. If the Secretary of State has concerns around future spending plans based on the experience of local delivery to date, or wider financial issues or governance affecting delivery, then the Secretary of State may pay in instalments, withhold or recover funding.
- 5.7. No funding will be provided for activity prior to the date of this MoU.
- 5.8. If the Local Authority has not committed all grant funding at the 31 March 2027, any uncommitted funding as at 31 March 2027 must be repaid to the Secretary of State.
- 5.9. If funding reported as committed as at 31 March 2027 is not spent in full the Local Authority will notify the Secretary of State and repay the unspent amount to the Secretary of State.
- 5.10. The Local Authority accepts responsibility for meeting any costs over and above the Secretary of State's contribution, agreed in the annual grant determination. This includes potential cost overruns and the underwriting of any funding contributions expected from third parties.

6. Branding and Communication

- 6.1. The Secretary of State will provide the Local Authority with guidance on the Branding and Communication associated with the Fund in due course.

6.2. The Parties agree to adhere to the guidance and any updates subsequently released by the Secretary of State or HMG on communications linked to the Fund.

6.3. The Local Authority should publish information regarding the delivery of the Fund in its area. e.g. by publishing a summary of the approved investments.

7. Evaluation

7.1 The Local Authority will support any evaluation of the Fund through capturing and providing relevant monitoring data and engaging as appropriate with MHCLG or its contractors.

8. Assurance

8.1. Funding will be managed within the finance governance framework adopted by local authorities and the existing local authority accountability and assurance regime, under the oversight of the Local Authority's chief financial officer - Section 151/ Section 95 officer.

8.2. The Local Authority is expected to have the necessary governance and assurance arrangements in place and that all legal and other statutory obligations and consents will be adhered to.

8.3. As set out in the Prospectus the Local Authority is responsible for applying management controls that:

- mitigate the risk of fraud;
- ensure funding has been used in accordance with UK subsidy control legislation;
- ensure that any procurement undertaken by a Contracting Authority funded by the Fund has complied with public procurement rules;
- ensure compliance with its statutory obligations under the Public Sector Equality Duty; and
- ensure that any personal data obtained in connection with the Fund's activities is handled in compliance with data protection legislation.

8.4. The Local Authority will respond directly to questions addressing the local delivery of the Fund and cooperate with the Secretary of State in any inquiries regarding the delivery of the Fund.

9. Programme Changes

9.1. The Local Authority will notify the Secretary of State of any proposed changes to its local programme through routine monitoring returns. The Local Authority does

not need approval from the Secretary of State to make changes to its local programme.

10. Compliance with the MoU

10.1. The Parties to this MoU are responsible for ensuring that they have the necessary systems and appropriate resources in place within their respective organisations to comply fully with the requirements of this MoU.

11. Changes to the MoU

11.1. The arrangements under this MoU will be kept under review. Amendments to this MoU may only be made upon written agreement between the Parties.

12. Resolution of Disputes

12.1. Any dispute that may arise as to the interpretation or application of this MoU will be settled by consultation between the parties.

Signed on Behalf of the Local Authority (by Chief Executive / Chief Financial Officer):

X

Name:

Job Title:

Date:

Signed on Behalf of Secretary of State:



Name: David Wright

Job Title: Deputy Director: Local Government Finance

Date: 29 September 2025