

**DATED**

**GRANT** **AGREEMENT**

between

WEST YORKSHIRE COMBINED AUTHORITY

and

 XXXXXX

**--------------------------------------------------------------------**

for the delivery of

UK SHARED PROSPERITY FUND

 **XXXXX**

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THIS DEED is dated

**PARTIES**

1. **WEST YORKSHIRE COMBINED AUTHORITY** whose principal address is at Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE (**Funder**); and
2. **xxxxxxx** (**Recipient**).

each a **party** together **the parties**

**BACKGROUND**

1. The United Kingdom Shared Prosperity Fund (UKSPF) was launched on the 13 April 2022. The UKSPF will provide £2.6bn across the UK for local investment by March 2025. The UKSPF aims to build pride in place; support high-quality skills training; support pay, employment and productivity growth; and increase life chances.
2. The Fund is managed in partnership with a Lead Authority for an area. West Yorkshire Combined Authority is the Lead Authority for the UKSPF in West Yorkshire.
3. Funds provided under the UKSPF are provided pursuant to section 50 of The United Kingdom Internal Market Act 2020.
4. This grant Funding Agreement (FA) covers the funding commitments from the West Yorkshire Combined Authority, and in response to those set out by the Secretary of State, on the delivery, financial expenditure, agreed milestones, reporting and evaluation, communications and branding expectations between the Parties.
5. The Secretary of State has published guidance on the delivery of the UKSPF. Referred to in this document as the [**UKSPF Additional Information**](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information). References to the UKSPF Additional Information includes any updates that may be published from time to time. The West Yorkshire Combined Authority will notify the Recipient of any changes to the Additional Information and, if necessary, provide guidance on how changes are to be managed as required.
6. The Grant from the UKSPF has been approved by the Funder through the Assurance Process to assist the Recipient in carrying out the Project.
7. This Funding Agreement sets out the terms and conditions on which the Grant is to be made by the Funder to the Recipient and is intended to ensure that the Grant is used for the purpose for which it is awarded.
8. The Funder and Recipient enter into this Funding Agreement in good faith.

**AGREED TERMS**

# DEFINITIONS AND INTERPRETATION

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

**~~Administration Fee:~~** ~~is the 4% to be paid to the Council as set out in~~ **~~Schedule 1~~** ~~to be accounted for separately and to be used to fund the implementation and operation of the project. The Council will report on what the Administration Fee has been spent on as part of the Grant Claims process.~~

**Applicable Laws:** any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body, including United Kingdom Subsidy Control Rules and the Data Protection Legislation.

**Assurance Process:** the process (based on the Assurance Framework: <https://westyorkshire.moderngov.co.uk/ecSDDisplayClassic.aspx?NAME=Assurance%20Framework>) for securing Funder approval at the various stages of the Project

**Assurance Process Decision Point:** each Project decision point as set out within the Assurance Process.

**Audit Declaration** means a signed declaration by the Recipient verifying spend on the Project in the following terms:

1. **for quarterly audit declarations** in the following terms: *“I certify that the information provided on this form is accurate to the best of my knowledge and satisfies the conditions under our Funding Agreement with the Combined Authority as at the date of this report was signed. I apply for payment toward the expenditure detailed above.”***–** signed by the Project Senior Responsible Officer; and
2. **for annual and final audit declarations** in the following terms: “*To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the expenditure incurred by [name of the Recipient] complies with the terms and conditions of the Grant Agreement dated [dd/mm/yy]”* **– s**igned by the Recipient’s Chief Financial Officer (section 151 Officer) and Chief Internal Auditor.

**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 Act.

**Budget and Funding Profile:** the budget and funding profile for the Project set out in Schedule 3 in the UKSPF Addendum, as updated from time to time and approved by the Funder as part of the Assurance Process.

**Business Case:** the [Strategic Outline / Outline / Full] Business Case [plus costs], [insert title], approved on [insert date] by [the Funder / Funder’s Investment Committee / Funder’s Managing Director] (including any subsequent changes to it which have been approved by the Funder).

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 S.I No. 2015/51 together with any guidance or codes of practice issued by the relevant government department concerning the Regulations.

**Commencement Date:** XXXXXXX

**Data Protection Legislation:** any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6), the Data Protection Act 2018 and the Regulation (EU) 2016/679 as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the European Union (Withdrawal) Act 2018 (each as amended); and any code of practice or guidance published by a competent Data Protection Supervisory Authority or the European Data Protection Board from time to time.

**DLHUC** means the Department of Levelling Up, Housing and Communities.

**Duplicate Funding** means funding provided by a Third Party to the Recipient, which is for the same purpose for which the Grant was made but has not been declared to the Funder.

**Eligible Expenditure**: costs which the Funder is satisfied to have been reasonably and properly incurred and paid by the Recipient in completing the Project as described in Schedule 1 and satisfy the requirements set out in Part 1 Schedule 2.

**Eligibility Rules** means the rules governing eligibility of expenditure for payment of UK Shared Prosperity Fund contained in the UK Governments Technical Documents on the .gov.uk website and in line with [UK Shared Prosperity Fund: additional information - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information)

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**Equality Impact Assessment**  - the process undertaken by the Recipient to ensure the delivery of the Project will positively benefit diverse communities including underrepresented groups, with clear actions identified to ensure proactive engagement, meaningful considerations and support is provided.

**Evaluation Guidance** means the UK Government’s Monitoring and Evaluation Guidance as set out in the [UKSPF Additional Information](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information).

**Event of Default:** one of those events listed at clause 7.1 a) to j) inclusive

**Funding Agreement** means the terms and conditions of this agreement.

**Funder’s Strategy Team:** the Funders nominated team responsible for the contract management and assurance of the project.

**Governing Body:** the governing body or executive board of the Recipient including any officer or member of the Recipient with delegated authority to bind the Recipient.

**Grant:** the grant of up to £XXXXXXX (XXXXX thousand and XXXXX hundred XXX pounds) being the maximum amount of grant payable by the Funder to the Recipient in respect of the Project and includes any part of such grant (as the same may be amended from time to time in accordance with the Assurance Process).

**Grant Claim:** means the payment request form submitted by the Recipient to the Funder for payment of the Grant payments;

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on XXXXXXor such later date as shall be agreed by the Funder.

**Ineligible Expenditure**: money spent or costs or liabilities incurred in connection with:

1. payments to members of the Recipient’s Governing Body;
2. commitments of the Recipient entered into before the Commencement Date;
3. project costs in excess of the agreed budget as set out in the Budget and Funding Profile;
4. any changes to the scope of the Project made without the consent of the Funder;
5. any maintenance liabilities, operating costs or other whole life costs of the Project whether incurred before or after the Longstop Date;
6. costs associated with the preparation of the bid for the Grant;
7. legal and other advisor fees and expenses relating to the consideration, negotiation and completion of this Agreement;
8. matters reimbursed or to be reimbursed by other public or private sector grants;
9. contributions in kind;
10. contingent sums;
11. loan and current account interest payments or any other financial charges including bank charges;
12. statutory fines, criminal fines or penalties;
13. valuation fees;
14. VAT (whether recoverable or not);
15. Any statutory training that employers must provide under health and safety legislation;
16. Gifts, or payments for gifts or donations;
17. Costs incurred by individuals in setting up and contributing towards private pension schemes;
18. costs incurred in breach of this Funding Agreement (whether or not the Funder has taken any action in relation to such breach)

unless such costs have been approved by the Funder through the Assurance Process.

**Intellectual Property Rights:** means any or all of the following: patents, trade marks, 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, renewals and extensions and the right to apply for any of the foregoing rights;

**Know-How:** 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.

**Lead Authority** means West Yorkshire Combined Authority as defined by Government to manage the UKSPF in West Yorkshire.

**Liaison Delivery Manager** means the individual who has been nominated by the Funder to be the single point of contact to support the Recipient to achieve the strategic and policy outcomes in relation to the Grant.

**Local Investment Plan** **(West Yorkshire)** [UK Shared Prosperity Fund - West Yorkshire Combined Authority (westyorks-ca.gov.uk)](https://www.westyorks-ca.gov.uk/growing-the-economy/uk-shared-prosperity-fund/) means the main plan submitted to and approved by Government which sets out the aims and objectives, including deliverables and budgets for the use of the Core UKSPF funding in West Yorkshire.

**Longstop Date:** XXXXXx or such revised date as approved by the Funder in accordance with the Assurance Process.

**Match Funding** means any contribution to the Project Activities, whether identified in **Schedule 1** or not, made by the Recipient to meet the balance of Eligible Expenditure not supported by the Grant or funding to meet the balance of the Eligible Expenditure not supported by the Grant**;**

**Milestone**: each stage in the delivery of the Project agreed by the parties and set out in Schedule 1 (the Project) ;

**Milestone Date:** the date agreed by the Funder by which the relevant Milestone must have been achieved as set out in Schedule 1 (the Project) or such revised date as approved by the Funder in accordance with the Assurance Process.

**Prohibited Act:** means:

* 1. offering, giving or agreeing to give the Funder or Third Party any gift or consideration of any kind as an inducement or reward for:
		1. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Funding Agreement or any other contract with the Funder; or
		2. showing or not showing favour or disfavour to any person in relation to this Funding Agreement or any other contract with the Funder or any Third Party;
	2. entering into this Funding Agreement or any other contract with the Funder or any Third Party where a commission 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 Funder;
	3. committing any offence:
		1. under the Bribery Act;
		2. under legislation creating offences in respect of fraudulent acts; or
		3. at common law in respect of fraudulent acts in relation to this Funding Agreement or any other contract with the Funder; or
	4. defrauding or attempting to defraud or conspiring to defraud the Funder.

**Project:** the project activities and interventions as set out i[n the table contained at Schedule](#_bookmark5) 1.

**Project Completion**: practical completion of the whole Project to the satisfaction of the Funder as evidenced by the submission of the final report and other relevant evidence required by the Funder.

**Project Outputs and Outcomes:** the project outputs set out in Schedule 1 (Project) – to be evidenced in line with the Funders UKSPF Outputs and Outcomes Indicator Guidance.

**Prospectus** means the UK Shared Prosperity Fund: prospectus [UK Shared Prosperity Fund: prospectus - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus)**.**

**Public Sector Equality Duty**: is the duty placed on public authorities to eliminate discrimination, advance equality of opportunities and foster good relations between people.

**Remedial Action Plan** means the plan of action submitted by the Recipient to the Funder following an Event of Default pursuant to the process set out in paragraph 8.4.

**Socio- Economic Duty** is  requirement for public bodies to adopt transparent and effective measures to address the inequalities that result from differences in occupation, education, place of residence or social class.

**Subsidy:** takes the meaning set out in the United Kingdom Subsidy Control Rules.

**Third Party** means any person or organisation other than the Recipient, the Funder or the Secretary of State;

**Trade and Cooperation Agreement:** the international treaty between the United Kingdom and European Union signed on 30 December 2020governing the free trade relationship between the United Kingdom and European Union, economic, social and environmental co-operation in areas of mutual interest, citizens’ security and the governance framework with effect from 1 January 2021.

**United Kingdom Subsidy Control Rules:** any Applicable Law that:

(a) is in in force and/or in effect and/or applies (in England) on or after 1 January 2021; and

(b) regulates the granting of any Subsidy including Chapter 3 of Title XI of Heading One of Part Two of the Trade and Cooperation Agreement and/or section 2(1) of the Subsidy Control Act 2022

including any amendments to any of them from time to time.

**UKSPF** means the UKShared Prosperity Fund means the UK Government fund as described in the Prospectus.

**UKSPF Additional Information** means the technical guidance set out by the Government for the use of UK Shared Prosperity Fund [UK Shared Prosperity Fund: additional information - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information)

**Unlawful Subsidy**: any Subsidy which has been granted contrary to the requirements of any of the United Kingdom Subsidy Control Rules.

**VAT** means value added tax chargeable in the UK;

**West Yorkshire UKSPF Provider Group** means all organisations who are Recipients of UK Shared Prosperity in West Yorkshire in order to receive collective updates, share progress, learning and best practice as well as to aid collaboration across the region.

**Working Day** means in England and Wales, any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday and in Scotland, any day from Monday to Friday (inclusive) which is not a statutory bank holiday in Scotland.

* 1. Any reference in this Funding Agreement to approval of the Funder shall mean to the formal approval of the West Yorkshire Combined Authority Board or such other committee or officer of the West Yorkshire Combined Authority to which the authority to make decisions has been delegated.

# PURPOSE OF GRANT

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

## Where the Recipient intends to apply to a Third Party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding.

## The Recipient agrees and accepts that if it obtains Duplicate Funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Funding Agreement it shall not claim those funds from the Funder.

# PAYMENT OF GRANT

## The obligation on the Funder to pay the Grant or any part of the Grant to the Recipient shall be conditional (on each occasion) upon:

1. compliance with the Assurance Process;
2. defrayal of Eligible Expenditure as evidenced to the reasonable satisfaction of the Funder; and
3. completion and submission of a Grant Claim in accordance with this Funding Agreement.

## Subject to the terms of this Funding Agreement, the Funder shall pay the Grant to the Recipient within 28 (twenty eight) days of receipt of valid claims from the Recipient in accordance with clause 4 (Grant Claims) providing that the Funder has received such funds from the Secretary of State.

## The Recipient shall within 14 (fourteen) days repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant and set out at clause 3.1 have been complied with by the Recipient.

## The Funder shall be under no obligation to pay the Recipient for any claim to pay more than the maximum amount of the Grant in aggregate or the individual amounts for the corresponding head of expenditure set out in the Budget and Funding Profile Addendum as set out in Schedule 1

## The Recipient acknowledges and agrees that the Funder's obligation to provide the Grant is subject to the Funder receiving any approvals the Funder may require (whether internally or from central government) and on central government making funds available to the Funder for the Grant. The Funder will not be in breach of its obligations under this Funding Agreement if it is unable to provide the Grant should any such approval and/or funding not be forthcoming.

# GRANT CLAIMS

## The Recipient must claim only Eligible Expenditure in relation to the Project in line with the Eligibility Rules, but subject (for the avoidance of doubt) to clause 4.5.

## The Recipient shall submit Grant Claims at quarterly intervals on a quarterly to the Funder’s Strategy Team in line with Instructions for submitting Grant Claims at Part 2 of the Schedule 2.

## Each Grant Claim is to be submitted using the Funder’s paperwork to be provided following the execution of the Funding Agreement. Each Grant Claim shall include accounting documents of verifiable value in such format and detail as may be acceptable to the Funder relating to the amount claimed in such Grant Claim. which may include (but are not limited to) receipts and invoices or other documentary evidence as may be specified by the Funder.

## For the avoidance of doubt, the aggregate amount claimed by the Recipient shall not exceed the amount of the Grant.

## The Recipient is not entitled to and shall not claim the Grant to meet any Ineligible Expenditure.

## The final Grant due to the Recipient will be paid into the nominated bank account within 30 days of the Funder receiving the grant from the Secretary of State.

## The Recipient must notify the Funder promptly if at any time it becomes aware that it is unable to make a Grant Claim in accordance with this Funding Agreement.

## The anticipated Match Funding is summarised in **Schedule 1.** If the Recipient intends to apply for, is offered or receives any further Match Funding during the Grant Period, the Recipient shall notify the Funder before the Recipient accept or uses any such Match Funding. On notifying the Funder of the Match Funding the Recipient shall confirm the amount, purpose and source of the further Match Funding and the Funder shall confirm whether he is agreeable to the Recipient accepting the Match Funding. If the Funder does not agree to the use of Match Funding the Funder shall be entitled to terminate the Funding Agreement in accordance with Clause 7.5 and where applicable, require all or part of the Grant to be repaid

## Where the use of Match Funding is permitted the Recipient shall set this out in the Grant Claim. This is so the Funder knows the total funding the Recipient has received for the Project as defined in Schedule 1.

## The Funder reserves the right not to pay any Grant Claims which are not submitted by the date set out in **Schedule 2, Part 2** or Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation.

## The Recipient shall promptly notify and repay immediately to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Recipient is paid in error before it has complied with its obligations under the Funding Agreement. Any sum, which falls due under this clause 4 shall fall due immediately. If the Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.

## The Recipient will be responsible for paying the funding to any relevant sub-contractors to the Project and/or are partners of the project as set out in the project – Schedule 1. The Funder has no responsibility for paying any Third-Party invoices or payment demands.

## Onward payment of the Grant through the funding payment to sub-contractors/partners shall not relieve the Recipient of any of its obligations under the Funding Agreement, including any obligation to repay the Grant.

# USE OF GRANT

## If the Recipient has obtained funding from a Third Party in relation to the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be notified go the Funder with immediate affect to be considered in line with Clause 7.

## Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to work on the Project must be managed and paid for by the Recipient using the Grant (if this head of expenditure has been included within the Grant) or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

# CHANGES TO THE SECRETARY OF STATE AND OR THE FUNDER’S REQUIREMENTS

## The Secretary of State may notify the Funder of changes in relation to the delivery of its Local Investment Plan supported by the Grant. In this case the Funder will within 5 Working Days notify the Recipient of these changes as required.

## The Recipient will accommodate any changes to the Secretary of State and/or the Funder’s needs and requirements under these Conditions.

# WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

## 7.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion (subject to Clause 7.5) withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant (as is proportionate to the amount of Grant and the Event of Default) until the Longstop Date or the final date for completion of Project Outputs set out in Schedule 1 (if later) in the following circumstances:

* + 1. the Secretary of State for DLHUC withholds or reduces UKSPF funding to the Funder, and it is fair and equitable in the circumstances for a proportionate reduction to be made from the Grant.
		2. the Project costs are lower than the budget as set out within the Budget and Funding Profile Addendum resulting in a saving;
		3. the Recipient has breached any of the terms, condition or obligations set out in this Funding Agreement and that breach causes the Funder to be in breach of any agreement it has entered into with the primary funding provider of the Grant resulting in clawback of funds from the Funder by the primary funding provider;
		4. the Recipient varies the scope of the Project without the consent of the Funder;
		5. the Recipient does not deliver:
		6. any or all of the Milestones set out in Schedule 1 on or before the Milestone Dates set out therein; or
		7. completion of the Project Outputs and Outcomes set out in Schedule 1 on or before the dates set out therein; or
		8. Project Completion on or before the Longstop Date

or at any time the progression of the Project is significantly behind the Recipient’s programme for the Project so as to cause the Funder (acting reasonably) to conclude that it is not reasonably practicable for the Recipient to achieve Project Completion by the Longstop Date;

* + 1. the Recipient obtains Duplicate Funding from a Third Party for the Project;
		2. the Recipient obtains funding from a Third Party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
		3. the Recipient provides the Funder with any materially misleading or inaccurate information;
		4. any member of the Governing Body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute; and/or
		5. any use by the Recipient of the Grant or part therefore is held to be a breach of any relevant Applicable Law.

## The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Funding Agreement.

## The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

## Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective development and delivery of the Project or compliance with this Funding Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

## If at any time the Funder (acting reasonably):

## (without prejudice to the generality of Clause 7.1(e)) has reason to believe that the Recipient without reasonable cause has suspended progression of the Project or is devoting insufficient resource and/or attention to the progression of the Project as to be using reasonable endeavours to achieve the Longstop Date; or

## considers that the Recipient has committed an Event of Default

## the Funder shall serve notice in writing upon the Recipient stating that either the circumstances set out in clause 7.5 (a) apply or specifying the Event of Default (as applicable). If the Event of Default is capable of being remedied the Funder shall give the Recipient an opportunity to remedy the relevant Event of Default within such period as the Funder may determine. Upon receipt of such notice the Recipient shall provide such evidence as the Funder may reasonably request to demonstrate that (i) (if (7.5(a)) applies) there is a reasonable prospect that the Longstop Date will be achieved, (ii) the Recipient has not committed an Event of Default or (iii) that the Event of Default does not have a material impact on the delivery of the Project (including Project Outputs and Outcomes) or on the ability of the Recipient to perform its duties under this Funding Agreement (as applicable).

## The Funder shall act reasonably in considering representations made and evidence provided in accordance with Clause 7.5 and where it is satisfied or ought to be satisfied by the representations made shall by further notice in writing to the Recipient withdraw the notice delivered under Clause 7.5.

## The Funder shall be entitled to exercise its rights under Clause 7.5 on more than one occasion and notwithstanding that on a previous occasion a notice delivered under Clause 7.5 has been withdrawn. Any such subsequent application of Clause 7.5 shall also require the Funder to comply with the provisions of Clause 7.6.

## Where:

## the Funder determines that 7.5(a) applies;

## 7.5 (b) applies but the relevant Event of Default is not capable of remedy;

## the Recipient has failed to demonstrate the requirements made of it by the Funder under Clause 7.5 (as applicable); or

## for any other reasons powers to be exercised by the Recipient to enable Project Completion (or any of such powers) cease to be capable of valid exercise

## then in such circumstances the Funder (acting reasonably) may serve notice upon the Recipient requiring repayment by the Funder of all or part of the Grant (as is proportionate to the amount of Grant and the Event of Default).

## Upon service of a notice pursuant to Clause 7.8 the Recipient shall thereupon become liable to make repayment of the Grant or part of the Grant within 90 calendar days of the date of service of the notice or such other period as may be agreed between the Parties. Interest shall be payable upon any part of the Grant that is not repaid by the Recipient to the Funder by the due date at a rate of 4% above the base lending rate from time to time of Barclays Bank interest being compounded with quarterly rests the first period commencing on the date such amount fell overdue.

##

# GRANT REVIEW

## The Funder will review the Grant during the delivery of the Project as set out in Schedule 1 and at the conclusion of a Project. The Funder will take into account the Recipient’s delivery of the Project s against the agreed outputs and outcomes set out in Schedule 1.

## The Review will be undertaken between staff in the Funder’s Strategy team and in collaboration with the Liaison Delivery Manager**,** the individual who has been nominated by the Funder to be the single point of contact to support the Recipient to achieve the strategic and policy outcomes in relation to the Grant.

## Each review may result in the Funder deciding that (an example and non-exhaustive list):

### theProject Outputs and/or Outcomes and the Funding Agreement should continue in line with existing plans;

### there should be an increase or decrease in the Grant;

### the outputs and/or outcomes should be re-defined and agreed

### the Recipient should provide the Funder with a draft Remedial Action Plan setting out the steps the Recipient will take to improve delivery of the Project Outputs and Outcomes;

### the Grant be terminated in accordance with clause 7.5 of these Conditions.

## If the Recipient is required to submit a draft Remedial Action Plan in accordance with Clause 8.3(d), the Remedial Action Plan process set out in this clause 8.4 shall apply. Each Remedial Action Plan is to be submitted using the Funder’s paperwork to be provided following the execution of the Funding Agreement. The Recipient may make representations to the Funder on its own behalf and on behalf of a sub-contractor/partner regarding the Funder’s decision made in accordance with Clauses 8.3(d). The Funder is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Funder’s absolute discretion.

# DEVELOPMENT, DELIVERY AND MAINTENANCE OF THE PROJECT

## The Recipient shall deliver the Project in accordance with this Funding Agreement and shall:

* + 1. comply with the terms and conditions set out in this Funding Agreement;
		2. comply with the responsibilities placed upon the Recipient under the Assurance Process;
		3. not make any significant change to the scope of the Project without the Funder's prior written approval;
		4. pay any costs of the Project which are not payable from the Grant;
		5. ensure that its obligations under this Funding Agreement shall be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Funder to expect in all circumstances;
		6. ensure that any goods or works supplied or procured by the Recipient forming part of the Project will be of good and suitable quality and that all services will be provided with due skill and care;
		7. acknowledge that the Funder will be relying upon the Recipient’s skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements 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 Funding Agreement; and
		8. meet all maintenance and operating costs and liabilities or other whole life costs associated with the Project, from completion, for the life of the Project deliverables.

## The Funder agrees, and the Recipient accepts, that the Recipient:

(a) is a “client” as defined by the CDM Regulations for any capital works where applicable, and the Recipient warrants that it will make suitable arrangements for managing the Project and maintaining and reviewing these arrangements throughout, so the Project is carried out in a way that manages health and safety risks in accordance with Applicable Law relating to health and safety;

(b) will act as the only client under the CDM Regulations in respect of the Project; and

(c) shall comply fully with all the duties of the client under the CDM Regulations.

# ACCOUNTS AND RECORDS

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

## The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it. The Grant shall be shown in the Recipient's accounts as capital/revenue grant spent or capital/revenue grant allocated.

## The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records. As part of the claims and audit process sample checks will be undertaken by the Funder to comply with assurance to be demonstrated to the Government as part of its funding obligations.

## The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

## The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

# MONITORING AND REPORTING

## The Recipient shall closely monitor the development, delivery and success of the Project throughout the Grant Period to ensure that the progress of the Project is in accordance with this Funding Agreement and the Milestones; the Project Outputs and Outcomes are being achieved and that this Funding Agreement is being adhered to.

## The Recipient shall implement appropriate monitoring and evaluation arrangements as set out in the most recent Business Case approved under the Assurance Process and provide the Funder with such monitoring data to sufficiently evaluate progress against the Project Outputs and Outcomes set out at Schedule 1 (the Project).

## The Recipient shall allow the Funder when requested to inspect, audit and take copies of all reports, books, accounting records and vouchers relating to the Project which the Funder considers relevant and at any date up to and until Project Completion allow the Funder and to inspect the Project site as required.

## In carrying out monitoring and reporting of the Project the Recipient shall follow the Assurance Process set out below

## . This may include (as applicable) but will not be limited to:

* + 1. providing a quarterly monitoring claim on the development and delivery of the Project – will include for example current and planned progress, but not limited to spend profiles and forecasts, key tasks, risks and issues, deliverables and evaluation;
		2. when making its final Grant Claim at Assurance Process Decision Point 7 the Recipient shall provide the Funder with a Final Project Closure Report, on the form, to be provided by the Funder and in light of any final reporting requirements which may be set out by the Government.
		3. the requirement to provide an audit declaration verifying spend on the Project with each claim and at Project Completion.

## The Recipient shall establish appropriate governance arrangements for running and being accountable for the delivery of the Project. The Funder shall be entitled to attend the Project Board.

## The Recipient shall on request attend meetings with the Funder (at such time and location as is agreed between the parties) and shall provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that any Grant claim is in accordance with this Funding Agreement.

## The Recipient shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Funding Agreement and to monitor the Project and shall, if so required, provide appropriate oral or written explanations from them.

# PROJECT EVALUATION

## The Recipient shall monitor and evaluate the project as set out in UK Shared Prosperity Fund: additional information - GOV.UK (www.gov.uk).

## The Recipient shall support evaluation through capturing and providing relevant data and engaging with place and intervention level evaluations as stated within the [[UK Shared Prosperity Fund: additional information - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information).](https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information)

## This will include but is not exclusive to the following main evaluation requirements:

### continuous monitoring and evaluation of progress aligned to the deliverables stated within the Recipients Grant Application, **Schedule 1**;

### engaging with the Funder’s and/or the Secretary of States evaluation partners to collect and provide additional quantitative data as required to support, where relevant, intervention and place-specific evaluations.

### the Recipient agrees to undertake these activities ~~using the administration fee for the Grant~~.

### evaluate the projectin accordance with the Funder’s evaluation framework; and

### will ensure the Secretary of State and the Funder are permitted to use the output of such evaluation:

#### as part of the evaluation of the UKSPF; and

#### for publicity purposes in accordance with clause 13

### the Recipient shall provide the Funder with a copy of the final monitoring report in the Grant Claim which shall include a copy of the project evaluation for the Project in accordance with the Evaluation Guidance. The Recipient shall retain a copy of the final report including the project evaluation for the Project for a period of 6 years from the date of submission of the final report;

# BRANDING AND COMMUNICATION

## The Recipient must adhere to the Governments guidance on the Branding and Communication associated with UKSPF projects [UK Shared Prosperity Fund: branding and publicity (6) - GOV.UK (www.gov.uk)](https://www.gov.uk/guidance/uk-shared-prosperity-fund-branding-and-publicity-6)

## The Recipient agrees to adhere to the guidance and any updates which are subsequently released by the Secretary of State or HMG on communications linked to UKSPF or wider Levelling Up Funding.

## The Recipient will support the Funder, as Lead Authority, to publish information regarding the delivery of the UKSPF in West Yorkshire as required.

## The Recipient gives consent to the Funder to publicise in the press or any other medium the Grant and details of the Project Outputs and Outcomes using any information gathered from the Recipient’s application for funding from the UKSPF or any monitoring reports and or project evaluation reports submitted to the Funder in accordance with Clause 11 of this Funding Agreement.

## The Recipient shall comply with the Funder’s reasonable requests to facilitate visits including opportunities for Ministerial Visits, provide reports, statistics, photographs and case studies that will assist the Recipient and/or the Secretary of State and/or the Funder in its promotional activities relating to the Project Outputs and Outcomes.

## Neither Party shall publish any material referring to the Project or the other Party without prior discussion with and consent of the other Party (consent not to be unreasonably withheld or delayed). The Parties shall acknowledge the support of each other in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by either Party) shall include the Party’s name and logo (or any future name or logo adopted by the Party) using the templates provided by the relevant Party from time to time.

## In using a Party’s and the Mayor’s name and logo, each Party shall comply with all reasonable branding guidelines issued by the other Party from time to time.

## The Parties agrees to participate in and co-operate with reasonable promotional activities relating to the Project that may be instigated and/or organised by either Party.

# EQUALITY IMPACT ASSESSMENTS

14.1 The Recipient shall undertake and provide an Equality Impact Assessment within two months of the signing of this agreement.

14.2 If the Recipient is unfamiliar with Equality Impact Assessments and applying the inclusive decision-making tool, supporting information is available here [Equality objectives - West Yorkshire Combined Authority (westyorks-ca.gov.uk)](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.westyorks-ca.gov.uk%2Fabout-us%2Fgovernance-and-transparency%2Ftransparency-and-freedom-of-information%2Fequality-objectives%2F&data=05%7C01%7C%7C35a9e4003e50430e079608daf4a5796a%7C34e93bfcee664345a4fe805b67e480c0%7C0%7C0%7C638091288778366328%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=2wrgcJtMyQ3SgZ8lssEyd31KoAEVDI9Q2j%2BYNePYUYc%3D&reserved=0) including the toolkit that recipients are encouraged to access, providing detail of responsibilities including that of the Public Sector Equality Duty and Socio-Economic Duty , and completing the assessment.

14.3 The Recipient shall commit to develop an action plan following the assessment to outline how the delivery of the Project will positively benefit diverse communities including underrepresented groups, with clear actions identified to ensure proactive engagement, meaningful considerations and support is provided.

## 14.4 Equality, diversity and inclusion indicators and demographic characteristics shall be required as part of the monitoring, and from time to time, as set out by Government.

# INTELLECTUAL PROPERTY RIGHTS

## The Funder and the Recipient agree that all rights, title and interest in Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.

## Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

# CONFIDENTIALITY

## Subject to clause 17 (Freedom of Information), each party shall during the term of this Funding Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Funding 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 Funding Agreement or save as expressly authorised in writing by the other party.

## 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:

* + 1. is required to be disclosed by Applicable Law (including, subject to clause 17, where disclosure is required in accordance with the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**);
		2. 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 Funding Agreement by the receiving party;
		3. it is reasonably necessary for either party to disclose to those of its employees, representatives, advisers, agents, consultants and sub-contractors as may be reasonably necessary or desirable in order to implement the provisions of this Funding Agreement, provided that before any such disclosure the receiving party shall make those employees, representatives, advisers, agents, consultants and sub-contractors aware of its obligations of confidentiality under this Funding Agreement and shall at all times procure compliance by those employees, representatives, advisers, agents, consultants and sub-contractors with them;
		4. 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;
		5. is at any time after the date of this Funding 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; or
		6. is disclosable in the course of any court proceedings.

# FREEDOM OF INFORMATION

## It is acknowledged that both the Funder and Recipient are subject to the requirements of the FOIA and the EIRs.

## Both the Recipient and Funder shall:

* + 1. provide all necessary assistance and cooperation as reasonably requested by the other to enable the other to comply with its obligations under the FOIA and EIRs;
		2. transfer to the other all requests for information relating to this Funding Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
		3. provide the other with a copy of all information belonging to the other requested in the request for information which is in its possession or control in the form that the other requires within five (5) Working Days (or such other period as the other may reasonably specify) of the other’s request for such information; and
		4. not respond directly to a request for information unless authorised in writing to do so by the other.

## It is acknowledged that either party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other. The other shall take reasonable steps to notify the other of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Funding Agreement) the other shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

# DATA PROTECTION

## Both parties shall (and shall procure that any of its staff involved in connection with the activities under the Funding Agreement shall) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.

# LIMITATION OF LIABILITY

## The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Funding Agreement or its obligations to third parties.

## Subject to clause [19.1](#_bookmark3), the Funder's liability under this Funding Agreement is limited to the payment of the Grant which has been validly claimed in accordance with the terms of this Funding Agreement.

#

# WARRANTIES

## The Recipient warrants, undertakes and agrees that:

1. it has all necessary resources and expertise to develop and deliver the Project (assuming due receipt of the Grant and any Third Party funding which is required to develop and deliver the Project);
2. it has not committed, nor shall it commit, any Prohibited Act;
3. it shall at all times comply with all Applicable Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such Applicable Law, codes or recommendations;
4. it shall comply with the United Kingdom Subsidy Control Rules and the Contract Procedure Rules (as defined in clause 21.1 below);
5. it shall ensure that all design, construction and safety standards are adhered to;
6. for the purposes of the CDM Regulations, the Recipient is the CDM client for any works associated with the Project;
7. 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;
8. it has obtained or will obtain all statutory consents and planning permissions and consents required for the Project;
9. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
10. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
11. all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
12. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant; and
13. it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Funding Agreement.

## Where any of the warranties, undertakings and representations in this clause 20 or otherwise in this Funding Agreement are given in respect of a state of affairs they shall be deemed given at the date of this Funding Agreement and will be deemed to be repeated by the Recipient when each claim for an instalment of funding is submitted pursuant to Clause 4 (Grant Claims) as if made with reference to the facts and circumstances existing at such date.

# PROCUREMENT AND SUBSIDY CONTROL

## The Recipient agrees that any services, supplies or works required in connection with the delivery of the Project shall be procured in compliance with the Public Contracts Regulations 2015 and the Recipient’s own internal contract procedure rules and standing orders (together known as the “**Contract Procedure Rules**”). The procurement of services, supplies or works shall be based on value for money and the Recipient shall:

* 1. where the Contract Procedure Rules require, use all reasonable endeavours to obtain not less than three tenders from potential suppliers or contractors;
	2. where the Contract Procedure Rules require, select a supplier or contractor on the basis of overall value for money and suitable skill and experience;
	3. use a fair and documented decision-making process in selecting suppliers or contractors and taking into account of the need for public sector accountability and probity.

## The Recipient agrees to ensure that the use of the Grant complies with the United Kingdom Subsidy Control Rules and at the request of the Funder shall provide written evidence that there is no Unlawful Subsidy (and following provision of such evidence, any further supporting evidence that the Funder may reasonably require to satisfy itself that there is no Unlawful Subsidy).

## If the provision of Grant or any other relevant public sector subsidy constitutes an Unlawful Subsidy then the Funder shall, to the extent available or permitted under the Applicable Laws, be entitled to recover from the Recipient the amount of such Unlawful Subsidy together with such interest as it is required by any Applicable Laws to recover. The Recipient shall repay such amounts to the Funder within the timescales required by the Applicable Laws.

## The Funder may, at its sole discretion, vary the requirements relating to the rules governing the grant of a Subsidy in line with any changes to Applicable Laws from time to time.

# INSURANCE

## The Recipient shall effect and maintain or shall procure that any external advisors and/or contractors appointed to develop or deliver of the Project on behalf of the Recipient effects and maintains with a reputable insurance company a policy or policies sufficient to cover all liabilities which may be incurred by the Recipient or its advisors or contractors, arising out of the Recipient's performance of this Funding Agreement, including death or personal injury, loss of or damage to property or any other loss.

## The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

# DURATION AND TERMINATION

## Except where otherwise specified, the terms of this Funding Agreement shall apply from the date of this Funding Agreement until the first anniversary of Project Completion, or where agreed by the Funder (at its discretion), for so long as any Grant monies remain unspent by the Recipient.

## Any obligations under this Funding Agreement that remain unfulfilled following the expiry or termination of the Funding Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

# ASSIGNMENT

## The Recipient may not, without the prior written consent of the Funder, (such consent not to the unreasonably withheld or delayed) novate, assign, transfer, sub-contract, or in any other way make over to any Third Party the benefit and/or the burden of this Funding Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

# WAIVER

## No failure or delay by either party to exercise any right or remedy under this Funding Agreement shall be construed as a waiver of any other right or remedy.

# GOOD FAITH AND COOPERATION

## The Recipient covenants with the Funder that:

* 1. it shall at all times act with the utmost good faith towards the Funder and will at all times co- operate fully with the Funder;
	2. it will comply with all the Funder’s reasonable requirements in relation to the Project from time to time; and

## The Recipient will not do anything which will put the Funder in breach of any of its obligations in relation to the compliance under the UKSPF. The Funder’s obligations to the UKSPF are included within this Agreement.

## The Recipient will attend quarterly, or on a more regular basis as may be notified by the Funder from time to time, West Yorkshire UKSPF Provider (Provider being the Recipient of the Grant) group meetings, made up of the Recipients leading on the delivery of UKPSF and who are receiving the funding under a grant agreement with the Funder and actively contribute to the implementation, delivery, evaluation and closure of the UKSPF in West Yorkshire. Attendance at the West Yorkshire UKSPF Provider group meetings should be the person leading on the Project and know the delivery to be able to fully participate.

# NOTICES

## All notices in relation to this Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or emailed 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.

# DISPUTE RESOLUTION

## In the event of any complaint or dispute arising between the parties to this Funding Agreement in relation to this Funding Agreement the matter should first be referred for resolution to the Funder’s Strategy Team or any other individual nominated by the Funder from time to time.

## Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Funder’s Strategy Team, either party may refer the matter to the Funder’s Managing Director and a senior officer of the Recipient, with the requisite delegated authority as notified to the Funder by 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 Funder and the Recipient.

## In the absence of agreement under clause [28.2,](#_bookmark4) 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.

# NO PARTNERSHIP OR AGENCY

## This Funding Agreement shall not create any partnership or joint venture between the Funder 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.

# CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

## This Funding Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

# GOVERNING LAW

## This Funding 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.

# SEVERABILITY

## If any provision or part-provision of this Funding Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 32 shall not affect the validity and enforceability of the rest of this Funding Agreement.

## If any provision or part-provision of this Funding Agreement is 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 Funding Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of this Funding Agreement shall be suspended during such a negotiation.

# COUNTERPARTS

## This Funding Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original of this Funding Agreement, but all the counterparts shall together constitute the same Funding Agreement.

#

# ENTIRE AGREEMENT

## This Funding Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Funding Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

|  |  |  |
| --- | --- | --- |
| EXECUTED as a DEED by the affixing of the COMMON SEAL of **WEST YORKSHIRE COMBINED AUTHORITY** which was authenticated by: | ))) |  |
|  |  |  |
|  |  | Authorised Signatory  |

|  |  |  |
| --- | --- | --- |
| EXECUTED as a DEED by the affixing of the CORPORATE COMMON SEAL of **XXXXX** which was authenticated by: | ))) |  |
|  |  |  |
|  |  | Authorised Signatory |

# Schedule 1 - the Project

**Maximum Sum of Grant XXXX**

**Part 1 – Breakdown of Costs**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Type of Funding** | **Capital** | **Revenue** | **TOTAL GRANT FUNDING** | **Match Funding** | **Overall Project Total**  |
| **Delivery Funding** |  |  |  |  |  |
| **TOTALS** |  |  |  |  |  |

**Annual Financial Profile**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Capital**  | **Revenue**  | **TOTALS** | **Capital**  | **Revenue**  | **TOTALS** | **CAPITAL** | **REVENUE** | **Capital/ Revenue Totals** |
| **23/24** |  | **24/25** |  | **Overall** |  |
|  |  |  |  |  |  |  |  |  |

**Project Scope:**

To add

**Project Interventions, Project Outputs and Project Outcomes:**

# Schedule 2 - Part 1 Eligible Expenditure

1. Grant Claims are made on an accruals basis as set out in “The Code of Practice on Local Authority Accounting in the United Kingdom” (“the Code”) issued by the Chartered Institute of Public Finance and Accountancy (CIPFA).
2. The aggregate amount claimed by the Recipient shall not exceed the Grant.
3. Individual amounts claimed by the Recipient each quarter shall not exceed the amounts set out in the Budget and Funding Profile Addendum under the relevant heads of expenditure.
4. For expenditure to be Eligible Expenditure it must:
5. be actually incurred and paid by the Recipient.
6. be incurred and paid within the period set out.
7. be indicated within the Budget and Funding Profile Addendum – as submitted in the approved Business Case and which is summarised above in Schedule 1 .
8. be incurred and paid in connection with and necessary for implementation of the Project.
9. be identifiable, verifiable and recorded in the Recipient's accounts in accordance with applicable accounting standards.
10. be compliant with applicable national law on taxes, labour and all other relevant national law.
11. be reasonable, justifiable and compliant with the principles of sound financial management.

# Part 2 Instructions for Claiming Grant

1. Unless otherwise agreed by the Funder, Claims should be made on a quarterly monitoring report and “Claim and Forecasting Form” (or such other method required by the Funder) on the dates set out below

|  |  |  |
| --- | --- | --- |
| **Claim no.** | **Instalment Period** | **Partner Deadline** |
| 1 | Commencement date – 31December 2022 | Upon signing of the Grant Funding Agreement |
| 2 | 1 Jan 23 – 31 Mar 23 | Friday, 14th April 2023 |
| 3 | 1 Apr 23 – 30 Jun 23 | Friday, 14th July 2023 |
| 4 | 1 Jul 23 – 30 Sept 23 | Friday, 13th October 2023 |
| 5 | 1 Oct 23 – 31 Dec 23 | Monday 15th January 2024 |
| 6 | 1 Jan 24 – 31 Mar 24 | Friday, 12th April 2024 |
| 7 | 1 Apr 24 – 30 Jun 24 | Friday, 12th July 2024 |
| 8 | 1 Jul 24 – 30 Sept 24 | Monday 14th October 2024 |
| 9 | 1 Oct 24 – 31 Dec 24 | Monday 13th January 2025 |
| **FINAL CLAIM** | 1 Jan 25 – 31 Mar 25 | Friday, 18th April 2025 |

1. All claims must include an Audit Declaration.
2. For the final claim for Grant for the Project the Recipient shall submit an Audit Declaration for the completion of the Project. The final payment of Grant shall only be payable on receipt by the Funder of the Recipient’s final Audit Declaration.
3. Any claims for Grant in relation to compensation claims arising from the Project following completion of its delivery shall be made on a quarterly basis in accordance with the terms of this Funding Agreement.