



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

Dated:

GRANT FUNDING AGREEMENT

in respect of

FE COLD SPOTS – SKILLS CAPITAL FUNDING

and more specifically **[insert details of the project]**

between

(1)

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

- and -

(2)

[INSERT OTHER PARTY NAME]

THIS GRANT FUNDING AGREEMENT is made the day of

Between:

(1) **CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY** having its principal place of business at 2nd Floor Offices, Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire, PE29 3TN ("**CPCA**"); and

(2) **[INSERT RECIPIENT'S NAME]**, of **[insert Recipient's address]** (the "**Recipient**"),

each individually a "**Party**" and together the "**Parties**".

Background

- (A) CPCA has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by CPCA to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

1. Definitions

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

- (a) **Additional Grant Obligations** means the additional funding obligations and requirements as set out in Schedule 4 (Additional Grant Obligations) imposed on the provision of the Grant to the Recipient by the body that has provided the original funding to CPCA.
- (b) **Application Form** means the full application form submitted by the Recipient to CPCA which is set out at Schedule 1 (*The Project*).
- (c) **Bribery Act** means 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.
- (d) **Budget Sheet** means the budget sheet at Schedule 7 (*Budget Sheet*).
- (e) **Claim** means a request for payment of the Grant.
- (f) **Claim Form** means the form at Schedule 3 (*Claim Form*).
- (g) **Commencement Date** means **[INSERT START DATE]**.

- (h) **Completion Date** means [INSERT COMPLETION DATE] (subject to any changes to this date by an agreed Project Change Request).
- (i) **Change of Control** means the sale of all or substantially all the assets of the Recipient; any merger, consolidation or acquisition of the Recipient with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Recipient in one or more related transaction;
- (j) **Data Protection Legislation** means all applicable data protection legislation and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; 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); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications including by not limited to the guidance and codes of practice issued by the Information Commissioner or the relevant regulatory authority and which are applicable to a party.
- (k) **EIRs** means the Environmental Information Regulations 2004 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (l) **Event of Default** means any of the events described in clause 9 (*Events of Default*).
- (m) **Excluded Expenditure** means Project costs (if any) for which the Recipient cannot make a Claim as set out in the Qualifying Expenditure Plan.
- (n) **FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (o) **Grant** means the monies paid or to be paid to the Recipient in accordance with this Agreement.
- (p) **Grant Period** means the period for which the Grant is awarded starting on the Commencement Date and ending on the Completion Date.
- (q) **Intellectual Property Rights** means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

- (r) **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.
- (s) **Maximum Sum** means £[INSERT MAXIMUM SUM].
- (t) **Milestones** means the list of events (if any) that must be completed by certain dates, as detailed (and to the dates that are included) in Schedule 1 (*The Project*).
- (u) **Personal Data** means shall have the same meaning as set out in the Data Protection Legislation.
- (v) **Prohibited Act** means:
 - (i) offering, giving or agreeing to give to any servant of CPCA any gift or consideration of any kind as an inducement or reward for:
 - (A) 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 CPCA; or
 - (B) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with CPCA;
 - (ii) entering into this Agreement or any other contract with CPCA 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 CPCA;
 - (iii) committing any offence:
 - (A) under the Bribery Act;
 - (B) under legislation creating offences in respect of fraudulent acts; or
 - (C) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with CPCA; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud CPCA.
- (w) **Project** means the project described in Schedule 1 (*The Project*).
- (x) **Project Change Request** means the form at Schedule 5 (*Project Change Request Form*) which must be completed to request any changes to the Project including, but not limited to, Project outcomes, outputs, and timescales for a change.

- (y) **Project Closure Report** means the project closure and lessons learnt report using the template at Schedule 8 (*Project Closure Report*).
- (z) **Project Manager** means the individual who has been nominated to represent CPCA for the purposes of this Agreement.
- (aa) **Qualifying Expenditure** means the costs set out in Schedule 1 (*The Project*) which the Recipient envisages requesting Grant in relation to.
- (bb) **Qualifying Expenditure Plan** [means the plan set out at Schedule 2 (*Qualifying Expenditure Plan*) as subsequently updated as such update is approved by CPCA.]
- (cc) **Regulatory Body** means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the National Audit Office, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of CPCA.
- (dd) **Request for Information** has the meaning in the FOIA or the EIRs or any apparent request for information under the FOIA or the EIRs or the Code of Practice on Access to Government Information (Second Edition).
- (ee) **Subsidy** has the meaning set out in the definition of ‘subsidy’ in the TCA, or the Subsidy Control Act 2022, as applicable.
- (ff) **Subsidy Control Law** means:
 - (i) the Subsidy Control Act 2022 and any subordinate legislation made under the same from time to time, together with any guidance issued by the relevant Government department or the Competition and Markets Authority in relation to such legislation; and
 - (ii) (ii) to the extent that Article 10 of the Northern Ireland Protocol in the “Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community” applies, the provisions set out in Annex 5 of the Northern Ireland Protocol,

as amended and/or replaced from time to time.
- (gg) **Subsidy Rules** means those rules arising out of Subsidy Control Law and the TCA.
- (hh) **TCA** means 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 Northern Ireland, of the other part.

- (ii) **UK GDPR / United Kingdom General Data Protection Regulation** means Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection Brexit Regulations and defined in the Data Protection Legislation.
- (jj) **Working Day** means 9:00am to 5:00pm any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business and excluding public holidays.

2. Purpose of Grant

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Recipient shall not cause or permit the Grant to be used for any other purpose without the prior written agreement of CPCA.
- 2.2 The Recipient shall not make any significant change to the Project without CPCA's prior written agreement. A Project Change Request form must be completed by the Recipient as set out in Schedule 5 (*Project Change Request Form*) and submitted for formal approval to CPCA's combined authority board or any such authorising body of CPCA. Where required as a condition of CPCA's approval to any change to the Project, the Recipient shall progress such variation as required by CPCA in order to vary this Agreement to reflect the change to the Project.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify CPCA in advance of its intention to do so and, where such funding is obtained, it will provide CPCA with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that CPCA is funding either in full or in part under this Agreement.
- 2.4 The Recipient shall inform CPCA promptly of any other funding already held, applied for or awarded against the eligible costs covered by this award of Grant.
- 2.5 The Recipient shall comply with any Milestones for the Project as set out in Schedule 1 (*The Project*).
- 2.6 The Recipient shall comply with any Additional Grant Obligations as set out in Schedule 4 (Additional Grant Obligations).

3. Pre-Condition of Funding

- 3.1 The Recipient shall not make any Claim and CPCA shall not be liable to make available any monies unless CPCA is reasonably satisfied that no Event of Default is continuing or would result from the provision of any proposed monies. For the avoidance of doubt, this requirement cannot be waived.

4. Mechanics and Payment Grant

- 4.1 Each Claim by the Recipient must:

- (a) be submitted monthly in arrears on a Claim Form signed by the Recipient's chief financial officer;
- (b) [where required by the Claim Form] be accompanied by receipts to the value of the Claim excluding VAT;
- (c) relate to Qualifying Expenditure already incurred and paid for by the Recipient for which the Recipient has not submitted any other previously successful Claim or received any other funding;
- (d) only relate to Qualifying Expenditure incurred within the Grant Period;
- (e) not include any Claim for Excluded Expenditure;
- (f) accord with the Qualifying Expenditure set out in Schedule 1 (*The Project*) or be accompanied by evidence to the satisfaction of CPCA to justify any deviation; and
- (g) not be for an amount which (if paid) would make the amount of Grant exceed the Maximum Sum.

- 4.2 Subject to the Recipient meeting the requirements of this Agreement and subject always to clause 15 (*Withholding, suspending and repayment of Grant*), CPCA shall pay the Grant to the Recipient within 30 Working Days of receipt of a valid Claim, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that CPCA has available funds.

- 4.3 In the event that funds are not available, CPCA shall notify the Recipient as soon as reasonably practicable. The Recipient may at its discretion halt the Project or continue with the Project at its own financial risk. CPCA shall notify the Recipient if and when the fund becomes available again. CPCA shall not be liable for any expenditure during this period.

- 4.4 No Grant shall be paid unless and until CPCA is satisfied (acting reasonably) that such payment will be used to recompense the Recipient for proper expenditure incurred by the Recipient in the delivery of the Project and that the Recipient is continuing to comply with its obligations in clause 7 (*Monitoring and Reporting*).

- 4.5 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project. The Recipient shall be responsible for and liable to cover any overspend costs.
- 4.6 The Recipient shall promptly repay to CPCA any money incorrectly paid to it by CPCA 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 have been complied with by the Recipient.
- 5. Use of Grant**
- 5.1 The Recipient shall ensure that the grant award and its use of the Grant is compliant with Subsidy Control Law and shall maintain appropriate records demonstrating compliance. The Recipient shall provide CPCA with a copy of such records within 5 Working Days of request.
- 5.2 The Recipient shall use the Grant for expenditure incurred in the delivery of the Project in accordance with any agreed budget set out in Schedule 1 (*The Project*) and Schedule 2 (*Qualifying Expenditure Plan*). For the avoidance of doubt, CPCA shall not be required to meet any Claim for Excluded Expenditure or for any Qualifying Expenditure where CPCA is not satisfied that such Claim for Qualifying Expenditure has been reasonably and properly incurred by the Recipient in relation to the Project.
- 5.3 Where the Recipient has obtained or expects to obtain funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in Schedule 1 (*The Project*) including specific details of what that additional funding has or will be used for.
- 5.4 The Recipient shall not apply for or use the Grant to meet the cost of any item that is not Qualifying Expenditure or to pay for any expenditure commitments of the Recipient entered into before the Commencement Date, unless this has been approved in writing by CPCA.
- 5.5 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period. Any money spent after the expiry of the Grant Period shall come from the Recipient's funds.
- 5.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient save where such expenditure is Qualifying Expenditure and listed as such in Schedule 1 (*The Project*). The Recipient acknowledges that there will be no additional funding available from CPCA for this purpose.
- 5.7 The Recipient shall ensure compliance with its statutory obligations under the public sector

equality duty set out at s149 of the Equality Act 2010.

6. Accounts and records

- 6.1 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.
- 6.2 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. CPCA shall have the right to review, at CPCA's reasonable request, 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.
- 6.3 Where requested by CPCA, the Recipient shall provide CPCA with a copy of its annual accounts within six months (or such lesser period as CPCA may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 6.4 The Recipient shall comply with, and facilitate CPCA's compliance with, all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and CPCA, in relation to or arising from this Agreement.

7. Monitoring and Reporting

- 7.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 7.2 [The Recipient shall provide CPCA with the Monitoring Report on its use of the Grant and delivery of the Project every month. The Recipient shall provide CPCA with each report by the end of the fifth Working Day of the month following the month to which the report relates.]
- 7.3 Where reports are required to be provided by the Recipient pursuant to clause 7.2 and the Recipient has not supplied the necessary reports to CPCA within the timescale specific in clause 7.2 or has supplied reports which are not to the reasonable satisfaction of CPCA then CPCA reserves the right to suspend all future funding payments unless and until CPCA is satisfied (acting reasonably) that progress is being made and the Recipient has resumed providing the reports required pursuant to clause 7.2.
- 7.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

- 7.5 The Recipient shall on request provide CPCA with such further information, explanations and documents as CPCA may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 7.6 The Recipient shall permit any person authorised by CPCA 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 Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 7.7 The Recipient shall permit any person authorised by CPCA to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, CPCA considers that additional visits are necessary to monitor the Project, CPCA shall be entitled to authorise any person to make such visits on its behalf.
- 7.8 [The Recipient shall provide CPCA with a **Project Closure Report** within three (3) months of the completion of the Project or the Grant Period whichever is the soonest to occur. The Project Closure Report shall confirm whether the Project has been successfully and properly completed.]
- 7.9 CPCA shall be permitted to monitor the Project for a period of 6 months after completion of the Project or until all Project outcomes have been achieved and shall be entitled to exercise its rights under this clause 7 even where the Grant Period has expired.
- 7.10 Where requested by CPCA, monthly Project board meetings led by the Recipient's Project Manager shall be held between the Recipient and CPCA to provide progress updates and manage risks. Where requested by CPCA, the Parties shall agree a mutually convenient time and location for such meetings, acting reasonably.

8. Acknowledgment and publicity

- 8.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of CPCA as the source of the Grant.
- 8.2 The Recipient shall not publish any material referring to the Project or CPCA without the prior written agreement of CPCA. The Recipient shall acknowledge the support of CPCA 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 CPCA) shall include CPCA's name and logo (or any future name or logo adopted by CPCA) using the templates provided by CPCA from time to time.
- 8.3 In using CPCA's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by CPCA from time to time.
- 8.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by CPCA.

8.5 CPCA may acknowledge the Recipient's involvement in the Project as appropriate without prior notice or permission from the Recipient.

8.6 The Recipient shall comply with all reasonable requests from CPCA to facilitate visits, provide reports, statistics, photographs and case studies that will assist CPCA in its promotional and fundraising activities relating to the Project.

9. Events of Default

9.1 An Event of Default occurs where:

- (a) any pre-conditions listed in clause 3.1 (*Pre-Condition of Funding*) are not met (or waived by CPCA);
- (b) any Milestones listed in Schedule 1 (*The Project*) are not met (or waived by CPCA);
- (c) any Additional Grant Obligations listed in Schedule 4 (*Additional Grant Obligations*) are not met or complied with;
- (d) any breach of any representation or warranty (when made or repeated) by the Recipient pursuant to this Agreement occurs;
- (e) the Project has not been carried out or delivered:
 - (i) in compliance with all relevant statutory requirements;
 - (ii) in a good and workmanlike manner (as applicable) and in accordance with good industry practice; and/or
 - (iii) in accordance with Schedule 1 (*The Project*) and any Application Form including but not limited to the timescales set out therein;
- (f) the Recipient is insolvent (or as equivalent to its legal personality);
- (g) the Recipient undergoes a Change of Control which either does or (in the reasonable opinion of CPCA) is likely to have a material adverse impact on the Recipient's performance of its obligations under this Agreement and/or delivery of the Project in accordance with this Agreement;
- (h) the Recipient and/or any contractor [of the Recipient] does not have sufficient funds or resources available to complete the Project in accordance with this Agreement and/or any relevant works contract;
- (i) any enforcement action is taken, or other right is enforced in relation to the Project, against the Recipient, or any contractor [of the Recipient];

- (j) there is a material breach of this Agreement which, if capable of remedy, has not been remedied within 30 days of CPCA notifying the Recipient of the breach in writing and requesting remedy;
- (k) there is a material breach of this Agreement which is incapable of remedy by the Recipient; and/or
- (l) the Recipient has committed any default (however described) or any other event entitling CPCA to terminate or demand repayment of any amount advanced to the Recipient under any other agreement and in CPCA's reasonable opinion the breach by the Recipient or the demand for repayment affects the Recipient's ability or suitability to receive the Grant and carry out the Project.

10. Intellectual Property Rights

- 10.1 CPCA and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either CPCA or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that Party.
- 10.2 Where CPCA 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 CPCA.

11. Confidentiality

- 11.1 Subject to clause 13 (*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 as a result of 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 permitted by this clause 12 or authorised in writing by the other Party.
- 11.2 The obligation of confidentiality contained in this clause 12 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) a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, (including the FOIA or the EIRs);
- (c) is shared with those of the receiving party's employees, officers, representatives and advisors (including any third parties providing services to or acting on behalf of the receiving party in relation to the Project or this Agreement), who need to know such confidential information for the purposes of performing or advising on the receiving party's obligations and/or rights under this Agreement;
- (d) is disclosed by either party on a confidential basis to any central government or Regulatory Body;
- (e) 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
- (f) 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.

12. Freedom of information

12.1 [Each Party acknowledges that the other party is subject to the requirements of FOIA and the EIRs.

12.2 Each Party shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the other Party to enable the other party to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the other Party all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the other Party with a copy of all information belonging to the Party requested in the Request for Information relating to this Agreement which is in its possession or control in the form that the other Party requires within 5 Working Days (or such other period as the other Party may reasonably specify) of the other Party's request for such information; and
- (d) not respond directly to a Request for Information relating to this Agreement unless authorised in writing to do so by the other Party.

12.3 Each Party acknowledges that the other Party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The other Party shall take reasonable steps to notify the first party 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 Agreement) the other Party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.]

13. Data protection

13.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement and where appropriate, the Recipient will obtain the consent of its beneficiaries to enable CPCA to receive and provide their Personal Data in connection with the project and for CPCA to contact them.

14. Withholding, suspending and repayment of Grant

14.1 Without prejudice to CPCA's other rights and remedies, CPCA may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which it has been awarded;
- (b) the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide CPCA with a reasonable explanation for the delay;
- (c) CPCA considers (acting reasonably) that the Recipient has not made satisfactory progress with the delivery of the Project. For the purposes of this subclause 15.1 (c) unsatisfactory progress shall mean when the Project fails to spend the profiled budget over three (3) consecutive months;
- (d) the Recipient is, in the reasonable opinion of CPCA, delivering the Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Project in breach of clause 2.3 (*Purpose of Grant*);
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of CPCA, undertakes activities that are likely to bring the reputation of the Project or CPCA into disrepute;

- (g) the Recipient provides CPCA with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has:
 - (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or
 - (ii) taken any actions which, in the reasonable opinion of CPCA, bring or are likely to bring CPCA's name or reputation into disrepute;
- (j) 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);
- (k) 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;
- (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
- (m) an Event of Default occurs; or
- (n) CPCA deems that there has been a breach of Subsidy Control Law

14.2 CPCA 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 Agreement (or, if applicable, any other agreement pursuant to which the Recipient provides goods or services to CPCA).

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

14.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify CPCA as soon as possible so that, if possible, and without creating any legal obligation, CPCA will have an opportunity to discuss the issue with the Recipient in order to seek to resolve the problem and/or to take action to protect CPCA and the Grant monies.

15. Anti-discrimination

- 15.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 15.2 The Recipient shall take all reasonable steps to secure the observance of clause 16.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

16. Human rights

- 16.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 16.2 The Recipient shall undertake, or refrain from undertaking, such acts as CPCA requests so as to enable CPCA to comply with its obligations under the Human Rights Act 1998.

17. Limitation of liability

- 17.1 CPCA 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.
- 17.2 The Recipient shall indemnify and hold harmless CPCA, 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 Agreement or its obligations to third parties.
- 17.3 Subject to clause 18.1, CPCA's liability under this Agreement is limited to the payment of the Grant.

18. Warranties

- 18.1 The Recipient warrants, undertakes and agrees 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 CPCA

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) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to CPCA is to the best of its knowledge and belief, true and accurate;
- (h) 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;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to CPCA or any of CPCA's advisers, which might reasonably have influenced the decision of CPCA to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

19. Insurance

19.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

19.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

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

20. Duration

- 20.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the first anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 20.2 Any obligations under this Agreement that remain unfulfilled or which expressly or by implication are intended to come into or continue in force on or following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

21. Termination

- 21.1 CPCA may terminate this Agreement and any Grant payments on giving the Recipient two months' written notice. CPCA shall be entitled to terminate this Agreement for any reason including, but not limited to, where it is required to do so for any reason by financial constraints.

22. Assignment

- 22.1 The Recipient may not, without the prior written consent of CPCA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

23. Waiver

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

24. Notices

- 24.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the Party's Authorised Representative and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to the following addresses:
 - (i) Party 1: CPCA, 2nd Floor Offices, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TP
 - (ii) Party 2: [ADDRESS].
 - (b) sent by email to the following addresses (or an address substituted in writing by the Party to be served):
 - (i) Party 1: [ADDRESS].
 - (ii) Party 2: [ADDRESS].

24.2 Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- (iii) if sent by email, at the time of transmission, or if this time falls outside of a Working Day Working Hours in the place of receipt, when the next Working Day commences.

24.3 This clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. Dispute resolution

25.1 In the event of any complaint or dispute (which does not relate to CPCA's right to withhold funds or terminate this Agreement) arising between the Parties in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by CPCA from time to time.

25.2 Should the complaint or dispute remain unresolved within 14 calendar days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either Party may refer the matter to [insert Senior Responsible Officer's name] of CPCA and the Director of the relevant department of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 calendar days, or such other period as may be mutually agreed by CPCA and the Recipient.

25.3 In the absence of agreement under clause 26.1 and/or 26.2, 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.

26. No partnership or agency

26.1 This Agreement shall not create any partnership or joint venture between CPCA 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.

27. Joint and several liability

27.1 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

28. Contracts (Rights of Third Parties) Act 1999

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

29. Governing law

29.1 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 Courts of England and Wales.

30. Subsidy Rules

30.1 The Grant is subject to the Subsidy Control Law and the Recipient confirms it has received independent legal advice in this regard including legal advice concerning the terms and effects of this Agreement and in particular on the implications of any determination that any assistance received by the Recipient under this Agreement represents a Subsidy.

30.2 The Recipient acknowledges and agrees that CPCA accepts no liability and makes no assurance that the funding is compliant with the Subsidy Rules. In the event that the Grant is adjudged to constitute unlawful Subsidy the Recipient agrees to make any necessary repayment and shall indemnify and hold harmless CPCA and any provider of the original grant to CPCA against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the Grant or any part of it constituting unlawful Subsidy. This provision of this clause 31 shall survive termination of this Agreement, however arising for a period of five years from the date of this Agreement.

30.3 In the event the Recipient appoints or instructs a sub-recipient to assist with the delivery of any part of the Project, the Recipient shall:

- (a) assess and address the issue of Subsidy (in the absence of a procurement compliant with UK requirements and the Recipients own internal processes); and
- (b) where the Recipient considers Subsidy to apply, it shall ensure that Subsidy Control Law and the requirements in any applicable exemption are fully complied with and for the avoidance of doubt the Recipient shall refrain from granting any funding that constitutes illegal Subsidy; and
- (c) ensure suitable clawback provisions are included in any agreement between the Recipient and the sub-recipient, to apply in the event any aid is adjudged to be illegal Subsidy and/or amounts to aid which overcompensates the sub-recipient for the goods/services obtained.

30.4 In the event that the Recipient alters the Project or any part of the Project, either with or without the prior approval of CPCA, then the Recipient shall:

- (a) consider the potential Subsidy implications of that alteration; and
- (b) take all necessary steps to ensure that any alteration is compliant with the Subsidy Rules; and
- (c) shall notify CPCA of any alterations with Subsidy implications (whether actual or potential) and the nature of such implications as soon as possible upon becoming aware of the Subsidy implications.

31. Entire agreement

- 31.1 This Agreement (together with all documents attached to it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.
- 31.2 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties hereto have executed this agreement as a Deed (but it remains undelivered until the day and year first above written)

THE COMMON SEAL of CAMBRIDGESHIRE)
AND PETERBOROUGH COMBINED)
AUTHORITY was hereunto affixed in)
the presence of:)

Authority Signatory

Option 1

THE COMMON SEAL of [INSERT RECIPIENT)
NAME] was hereunto affixed in)
the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

Option 2

DRAFT FOR REFERENCE

Commented [TLT LLP1]: DRAFTING NOTE: Please use this execution block where the relevant grant recipient has an official seal (eg for Further Education Colleges)

Commented [TLT LLP2]: DRAFTING NOTE: Please use this execution block option where the relevant grant recipient is a company

Executed and Delivered as a deed by [insert name of Company] acting by:

.....
Director

.....
Director

Option 3

Executed and Delivered as a deed by [insert name of individual] in the presence of:

.....
[insert name of individual]

Witness Signature:

Witness Name:

Witness Address:

.....

.....

Witness Occupation:

Commented [TLT LLP3]: DRAFTING NOTE: Please use this execution block option where the relevant grant recipient is a company

Schedule 1 – The Project

[Application Form

AND

FULL DETAILS of the project to be inserted including:

- **Description of the Project**

- Any **Milestones** being the list of events (if any) that must be completed by certain dates, as detailed (and to the dates that are included)

- The **Qualifying Expenditure** being the costs which the Recipient envisages requesting Grant in relation to

- Any **agreed budget** set (as referred to in clause 6.2)

- The amount of any **third party funding** including specific details of what that additional funding has or will be used for]

Schedule 2 – Qualifying Expenditure Plan

[Extracts from Application Form to be inserted]

[To contain a detailed plan of when the Qualifying Expenditure will be incurred and claimed by the Recipient.]

[This should also list any specific Excluded Expenditure that the Recipient shall not be able to make any Claim in relation to.]

Schedule 3 - Claim Form

**GRANT FUND FINANCIAL CLAIM FORM - ENTITIES WITHOUT A
SECTION 151 OFFICER**

1. CLAIM DETAILS

Project Title	
Project Reference	
Purchase Order Number	
Project Account Codes	
Month / Quarter / Period that this claim refers to	
Funding Recipient Organisation	
Address	
Postcode	
Email	
Telephone	
Date of Funding Agreement	
Project Start Date	
Project End Date	
Maximum amount of grant approved	
Total expected project cost	
Total grant / loan received to date (current funding agreement)	
Project claim number	
Forecast spend this period	
Actual spend this period	
Actual spend breakdown for current period for which grant/loan is being claimed (or attach spreadsheet)	
Forecast spend next period & attach expenditure forecast unless same as per funding agreement.	

2. DECLARATION

I believe the above information to be accurate. I claim a grant of £xxx and certify that this amount is not more than is payable in accordance with the provisions of the funding agreement.	
Name	
Signature	
Date	
Position	
Telephone	
Email	

Once completed please return this form, along with any required backing evidence, to the project officer:

Contact details:

[Project Officer name]

[Project Officer email]

Schedule 4 – Additional Grant Obligations
[Include detail as appropriate]

Schedule 5 – Project Change Request Form



Project Change Request Form

This document should be used to seek approval to change one or more of the agreed parameters of the project e.g. budget, deadlines.

It can also be used for changes that have already happened.

The Change Request will be considered in line with the agreed parameters and delegations and may need to be referred to the Combined Authority Board, depending on the level of change being requested. Change should not be implemented until Project Board/CPCA approval is obtained.

Details of change request		
Project Name		
Project Manager	Project Director	Date of change request
Details of change requested and impact to project		
Reason for change		
Other options considered		
Costs/impacts of implementing the change		

Risk of implementing the change and reviewers considering the change	
Reviewers – Please include the name of the person and job title with a signature (this can be electronic) e.g. Finance Manager, Project/Programme Manager etc	
Name and Job Title	Signature
Decisions/approval for change	
CPCA Director decision	
Name of Director:	
Decision:	
Signature:	
Date of Decision:	
CPCA Programme Board decision (if applicable)	
Decision:	
Date of Decision:	
CPCA Board decision (If applicable)	
Decision:	
Date of Decision:	

Please save evidence of approvals into the project folder on SharePoint

Schedule 6 – Monitoring Form
[Highlight Report to be inserted]

Schedule 7 – Budget Sheet
[to be inserted]

Schedule 8 - Project Closure Report
[to be inserted]