

DATED _____ **2020**

(1) CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

(2) [APPLICANTS NAME]

GRANT FUNDING AGREEMENT
in respect of

Growth Funding- **[Project Name]**

THIS AGREEMENT is made on [] 2020

BETWEEN: -

- (1) **CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY** having its principal place of business at Incubator 2, First Floor, Alconbury Weald, Huntingdon PE28 4WX (the "**CPCA**"); and
- (2) [Applicants Name] (the "**Applicant**");

together the "**Parties**".

BACKGROUND: -

The CPCA has agreed to make the Funding available to the Applicant on the terms of this Agreement to enable delivery of **Project name ("the Project")**.

IT IS AGREED as follows: -

1. INTERPRETATION

1.1 In this Agreement (including in the Background and Schedules) the following words and expressions have the following meanings: -

- | | |
|-----------------------------------|---|
| "Access Request" | means a request for information served under section 7 of the DPA |
| "Adoptable Highways " | means Highways intended to be adopted and maintained by the highway authority. |
| "Agreed Form" | means in a form produced by the Applicant and approved by the CPCA |
| "Applicant's Auditor" | means the Applicant's external independent approved by the CPCA |
| "Applicant Representative" | means [Insert name & Address] |
| "Audited Accounts" | means accounts on the Project in the Agreed Form certified by the Applicant's Auditor |
| "Base Interest Rate" | means the base rate of 2% above the base rate of Barclays Bank Plc or such other rate as the CPCA determines (acting reasonably) |
| "Best Practice" | means such information as the CPCA may determine in accordance with Clause 11.4 |
| "Business Plan" | means the Expression of Interest, the Full Application Form and all submitted supporting documents for the Project setting out information including: - <ol style="list-style-type: none">(a) anticipated total costs;(b) envisaged total Qualifying Expenditure;(c) Milestones and Outputs |

Outputs and Outcomes to be delivered by the project as set out in the Full Application Form

- (d) all sources of secured funding for Qualifying Expenditure and the Project as a whole;

all potential sources of funding and fall back for funding shortfalls;

- (e) anticipated Market Value of the Site at Practical Completion;

- (f) Milestones for Claims;

- (g) Procurement Policy (if required); and

compensation provisions for reduced costs and/or increased market value of Project

"CDM Regulations"

- (h) means the Construction (Design and Management) Regulations 2007

"Certificate of Practical Completion"

means any certificate or statement to be issued in accordance with a Works Contract certifying that Practical Completion has taken place in respect of the relevant Works

"Change of Control"

means a change in control, with "control" being the power of a person (or persons acting in concert) to secure that the affairs of another are conducted directly or indirectly in accordance with the wishes of that person (or those persons acting in concert) whether by means of:-

- (a) in the case of a company: -

- (i) being the beneficial owner of more than fifty per centum (50%) of the issued share capital of or of the voting rights in that company or

- (ii) having the right to appoint or remove a majority of the directors or

- (iii) otherwise controlling the votes at board meetings of that company by virtue of any powers conferred by: -

- (1) the articles of association

- (2) any shareholders' agreement or

- (3) any other document regulating the affairs of that company

- (b) in the case of a partnership: -

- (i) being the beneficial owner of more than fifty per centum (50%) of the capital of that partnership or

- (ii) having the right to control the composition of or the votes to the majority of the management

of that partnership by virtue of any powers conferred by: -

- (1) the partnership agreement or
- (2) any other document regulating the affairs of that partnership

(c) in the case of a limited liability partnership ("**LLP**"): -

- (i) being the beneficial owner of more than fifty per centum (50%) of the capital of that LLP or
- (ii) having the right to control the composition of or the votes to the majority of the management of that LLP by virtue of any powers conferred by:-
 - (1) the members' agreement or any other document regulating the affairs of that LLP

"Claim" means a monthly application for Funding on a Claim Form in Schedule 3

"Claim Form" means the form set out in Schedule 2 or such other form as the CPCA will notify the Applicant from time to time

"Confidential Information" means any and all information whether disclosed or otherwise made available by one Party to another (or otherwise obtained or received by a Party) whether before or after the date of this Agreement including but not limited to: -

- (a) know how, confidential, commercial and financial information and all other information which should reasonably be treated as confidential (whether marked confidential or otherwise)
- (b) the existence or terms of this Agreement or other information relating to the Project and
- (c) information relating to a Party's business and affairs, its customers, employees and suppliers

in whatever form in each case (including but not limited to information given orally or in writing or in any document electronic file or machine-readable form or other means of recording or representing information whatsoever) and including any information (in whatever form) derived from such information

"Consents" includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by or from any governmental or other authority, the local planning authority, landlords, funders, adjoining land owners or any other person in relation to the Project or otherwise required to enable the Project to be used

"Considerate Constructors Scheme"	means the Code of Considerate Practice promoted by the construction industry a copy of which is to be found on the Considerate Constructors Scheme website from time to time
"Contractor"	means a contractor (including a consultancy contractor) approved by the Applicant for the delivery of Works
"Costs"	means the costs associated with the Project as set out in the Business Case
"CPCA's Representative"	means Steve Clarke of Incubator 2, First Floor, Alconbury Weald, Huntingdon PE28 4WX
"Date of Practical Completion"	means the later of: - <ul style="list-style-type: none"> (a) the date certified in the relevant Certificate of Practical Completion as the date when Practical Completion of all Works was achieved and if more than one such Certificate of Practical Completion is issued the date of the latest such certificate; or (if applicable) (b) in the case of any Works on which no Certificate of Practical Completion would be issued under the Works Contract, the date on which the CPCA is satisfied that the last of those Works have been completed in accordance with this Agreement and the relevant Works Contract
"Default Interest Rate"	means interest calculated at a rate per annum equal to 2% above the Base Interest Rate (compounded at such intervals as the CPCA shall determine)
"Disposal"	means a transfer, disposal or grant of any legal or equitable estate or interest in or over the Site or part thereof (other than by way of grant of a legal charge or the grant of a licence not creating exclusive possession terminable on 3 months' notice or less) including by way of lease
"Data Protection Laws"	means any law which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, the Data Protection Act 2018, and the General Data Protection Regulations (GDPR) (EU) 2016/679; and (b) any code of practice or guidance published by the ICO and/or European Data Protection Board from time to time
"EIRs"	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them
"Employment and Skills Plan"	means the employment and skills plan in the Agreed Form complying with Schedule 7 and incorporating the CPCA's Minimum Benchmarks, the Method Statement and the Applicant's Employment Commitments
"Employment Commitments"	means the employment and skills opportunities agreed by the Parties to be offered by the Applicant during the course of the Project
"Event of Default"	means the events set out in Schedule 5

"Excluded Expenditure"	means Project costs for which the Applicant cannot make a Claim as set out in the Qualifying Expenditure Plan
"Expert"	means: - <ul style="list-style-type: none"> (a) (where a dispute or difference hereunder is on a point of law or legal drafting) a Queen's Counsel practicing in English real property law or construction law or partnership law or banking law (as applicable) being such Counsel as may be appointed by the Members (acting unanimously) or, failing agreement, such Counsel as shall be appointed at the request of either or both of the Parties by or on behalf of the President for the time being (or the next most senior available officer) of the Law Society or (b) (where a matter concerns a planning matter) a Queen's Counsel practicing at the planning bar being such Counsel as may be appointed by the Parties (acting unanimously) or, failing agreement, such Counsel as shall be appointed at the request of either or both of the Parties by or on behalf of the President for the time being (or the next most senior available officer) of the Law Society or (c) (where a matter concerns a financial dispute or difference) a qualified accountant from the Institute of Chartered Accountants in England and Wales may be jointly appointed by the Parties (acting unanimously) or, failing agreement, such accountant as shall be appointed at the request of either or both of the Parties by or on behalf of the President of the ICAEW or CIPFA (d) (in the case of any other matter) a senior Chartered Surveyor having at least 10 years' post-qualification experience in the development and/or management of premises in the north east region of England as may be jointly appointed by the Parties (acting unanimously) or, failing agreement, such surveyor as shall be appointed at the request of either or both of the Parties by or on behalf of the President for the time being (or the next most senior available officer) of the Royal Institution of Chartered Surveyors, such experience to be in relation to dealing with disputes of a kind of those which may be referred to him or her hereunder, <p>and "failing agreement" shall for these purposes mean failing any such joint appointment by the Parties of an Expert within 5 Working Days of notice by one Parties to the other that the dispute or difference is to be referred to an Expert</p>
"FA"	means the Finance Act 2004
"FA Legislation"	means Chapter 3 of Part 3 of the FA and the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045) each as amended from time to time

"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
"Force Majeure"	means any matter which would entitle a Contractor to an extension of time under the relevant Works Contract other than any matter arising from the default of the Applicant under the terms of that Works Contract
"Funding"	means sums necessary to reimburse for Qualifying Expenditure made available under this Agreement
"Good Industry Practice"	means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced person (engaged in the same type of undertaking as that of the Applicant and/or any Contractors (as applicable)) under the same or similar circumstances
" Highways "	means roads, cycleways, footpaths, pavements, accessways, squares, courtyards, driveways, forecourts, entranceways and ancillary verges, landscaped areas, lighting, street furniture, drains, other utilities and associated works
"HMRC"	means Her Majesty's Revenue & Customs
"HS Act"	means the Health and Safety at Work etc. Act 1974
"Information"	means: - <ul style="list-style-type: none"> (a) in relation to FOIA the meaning given under section 84 of FOIA and (b) in relation to EIRs the meaning given under the definition of "environmental information" in section 2 of the EIRs
"Intellectual Property Rights"	shall include without limitation all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or unregistered and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the United Kingdom in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person
"Insolvent"	means unable to pay its debts as they fall due or being otherwise insolvent (within the meaning of s.123(1) of the Insolvency Act 1986 in the case of a company, or s.268 of the Insolvency Act 1986 in the case of an individual) or entering into any arrangement with creditors, or having a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar appointed, or having a possession or enforcement or any other similar process taken against it or any of its assets and Insolvency shall be interpreted accordingly

"Market Value"	<p>means in relation to the Site or any part or parts thereof (including in each case the Works (or the relevant part thereof) thereon) the Market Value as defined in the Practice Statement Number PS 3.2 of the RICS Appraisal and Valuation Standards 6th Edition as varied from time to time BUT (in addition to the assumptions mentioned in that definition) on the following further assumptions in relation to the Site (or relevant part or parts of it):-</p> <ul style="list-style-type: none"> (a) the Disposal is subject to and with the benefit of any subsisting leases or agreements for the same but otherwise sold with vacant possession free from all charges and other encumbrances (b) the Applicant has a good and marketable title (c) all necessary Consents for any works have been obtained and the same can be lawfully used (d) any damage caused by any insurable risk has been made good and (e) it has the benefit of all easements and rights necessary for the beneficial use and occupation of it
"Material Adverse Effect"	<p>means any present or future event or circumstances which could:</p> <ul style="list-style-type: none"> - (a) have a material adverse effect on the ability of the Applicant to perform and comply with its obligations under this Agreement and/or the Business Plan or (b) have a material adverse effect on the business, assets or financial condition of the Applicant
"Maximum Sum"	(subject to Clauses 4.6 and 10) means [Insert sum]
"Method Statement"	means the method statement in the Agreed Form which sets out in detail how the Applicant will achieve the Employment Commitments
"Minimum Benchmarks"	means the CPCA's employment and skills benchmark outputs for particular construction cost value bands that are required to be delivered as a minimum as notified to the Applicant from time to time
"Outputs and Outcomes"	means those Project outputs and/or outcomes set out in Schedule 1
"Permitted Disposal"	means a disposal of the Site or any part thereof for use as an insert business use to a qualifying person as each of those matters is defined in the relevant Business Plan
"Permitted Use"	means use of the Site as a building as set out in the funding application Schedule 1

"Permitted Use Period"	means the period of [Insert Years] from the Date of Practical Completion
"Personal Data"	has the meaning given to that expression under the Data Protection Laws
"Practical Completion"	means completion of all Works in accordance with the definition of "practical completion" (or equivalent) in the relevant Works Contract(s) and if there is no such definition (or equivalent) means the date on which the CPCA is satisfied that the relevant Works have been completed in accordance with this Agreement and the relevant Works Contract
"Process"	has the meaning given to that expression under the Data Protection Laws and "Processing" will be construed accordingly
"Procurement Policy"	means the Applicant's policy as set out in the Business Plan which states how all goods, works and services will be procured in the delivery of the Project and which shall be in accordance with the principles of best consideration, value for money, transparency and best practice
"Prohibited Act "	means any one or more of the following: - <ul style="list-style-type: none"> (a) offering, giving, agreeing to give or attempting to give to the CPCA (or any employee, agent or other representative of the CPCA) any gift or consideration of any kind as an inducement or reward: - <ul style="list-style-type: none"> (i) for himself or the CPCA (as applicable) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement and/or (ii) for himself or the CPCA (as applicable) showing or not showing favour or disfavour to any person in relation to this Agreement (b) entering into this Agreement in connection with which commission (or equivalent) has been paid or has been agreed to be paid by the Applicant or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission (or equivalent) including but not limited to the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the CPCA and the CPCA has approved the same in writing and/or (c) committing any offence: - <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (ii) under Statutory Requirements creating offences in respect of fraudulent acts (d) at common law in respect of fraudulent acts in relation to any this Agreement and/or

	defrauding or attempting to defraud or conspiring to defraud the CPCA
“Project”	Means the description of works as set out in the Business Case
"Project Know-how"	shall have the meaning set out in Clause 11.1
"Project Milestones"	means those dates listed as such in the Works Programme
"Project Specification"	means any requirements for the Project as set out in Schedule 1 to this Agreement
“Publicity”	Means any press publication, or alternative media method that includes information relating to the application, CPCA or any other partner, as set out in Schedule 9
"Qualifying Expenditure"	means the costs set out in the Qualifying Expenditure Plan which the CPCA is satisfied either have been or will be reasonably and properly incurred by the Applicant on the Project and which does not include Excluded Expenditure
"Qualifying Expenditure Plan"	means the plan set out at Schedule 1 to be produced by the Applicant prior to the first Claim and updated annually thereafter and on each occasion as approved by the CPCA
"Quality Standards"	means the CPCA's quality requirements for the Works set out in 0
"Quarterly"	means on the basis of the following periods in each calendar year: - (a) 1 April to 30 June (b) 1 July to 30 September (c) 1 October to 31 December (d) 1 January to 31 March and "Quarter" shall be construed accord
Monthly Report"	means a report on the Project in the format set out in 0 and delivered by the Applicant in accordance with this Agreement
“Reconciliation”	means an open book reconciliation of the costs Project including the Monthly Reports and Exit Report
"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 the CPCA

"Representative"	means both of the Applicant Representative and CPCA Representative
"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)
"Required Standards"	means the requirements of this Agreement, the Quality Standards, Good Industry Practice, all applicable Consents and all applicable Statutory Requirements
"RIDDOR"	means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as may be amended from time to time)
"Site"	means [Insert Address] - registered at the Land Registry under title number [Insert number]
"Statutory Requirements"	means all or any of the following: - <ul style="list-style-type: none"> (a) Acts of Parliament and any statutory instruments rules orders regulations notices directions bye laws and permissions for the time being made under or deriving validity from an Act of Parliament (b) European directives or regulations and rules having the force of law in the United Kingdom and (c) regulations orders bye laws or codes of practice of any local or statutory authority having jurisdiction over the Works
"Tax"	means any tax, levy, impost, duty or other charge or withholdings and any charges of a similar nature, together with interest thereon and penalties with respect thereto, if any, and any payments made on or in respect thereof and "Taxation" and "Taxes" shall be construed accordingly
"Target Date"	means [Insert date]
"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
"Works"	means the works, services and/or activities set out in Schedule 1 to be carried out on the Site for the delivery of the Project
"Works Contracts"	means the contracts between each Contractor and the Applicant for the delivery of Works
"Works Longstop Date"	means [insert date]
"Works Programme"	means a delivery programme for the Project in the Agreed Form and in accordance with Schedule 5
"Works Specifications"	means the drawings and specifications for the Works

"Works Start Date" means the date on which the Works commenced

1.2 In this Agreement, save where the context requires otherwise, the following words, terms and expressions have the meanings given to them below: -

- 1.2.1 any reference to this "**Agreement**" includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;
- 1.2.2 any reference to the "**CPCA**" and/or the "**Applicant**" includes reference to any statutory successors;
- 1.2.3 words importing any gender include any other gender;
- 1.2.4 words in the singular include the plural and words in the plural include the singular;
- 1.2.5 the term "**person**" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;
- 1.2.6 the words "**including**" and "**in particular**" will be construed so as not to limit the generality of any words or expressions in connection with which they are used;
- 1.2.7 headings and the contents table are inserted for convenience only and will have no legal effect;
- 1.2.8 references in this Agreement to any Clause or Schedule without further designation will be construed as a reference to the Clause or Schedule to this Agreement;
- 1.2.9 the Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes reference to the Schedules;
- 1.2.10 in the event of a conflict the Clauses set out in the main body of this Agreement will take priority over the Schedules;
- 1.2.11 references to any statute or statutory provision in this Agreement will be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it;
- 1.2.12 where consent or approval of any Party is required for any purpose under or in connection with this Agreement it will be given in writing and within a reasonable time following receipt of a written request for such consent or approval;
- 1.2.13 any decision, act or thing which either Party is required or authorised to take or do under the Agreement may be taken or done by any person authorised either generally or specially by that Party to take or do that decision, act or thing, provided that both Parties will provide each other with the name of any person so authorised on receipt of a written request.

2. **PROVISION OF FUNDING**

The CPCA will provide the Funding to the Applicant on and subject to the terms of this Agreement.

3. **THE APPLICANT'S REPRESENTATIONS AND WARRANTIES**

3.1 As at the date of this Agreement, the date of each Claim and the date of delivery of each Quarterly Progress Report and the Final Report (by reference to the facts and circumstances then pertaining) the Applicant makes the representations and warranties set out in Clauses 3.2 to 3.5

3.2 **Powers, vires and consents**

3.2.1 The Applicant is duly incorporated or (where appropriate) otherwise validly exists under the law of England and Wales and has the power to own its assets and to carry on the business and activities which it conducts or proposes to conduct (including but not limited to the business and activities envisaged under this Agreement).

3.2.2 The Applicant has the power to enter into and to exercise its rights and perform its obligations under this Agreement and the execution on behalf of the Applicant of this Agreement has been validly authorised and the obligations expressed as being assumed by the Applicant under this Agreement constitutes valid legal and binding obligations of the Applicant enforceable against the Applicant.

3.2.3 All consents, required by the Applicant in connection with the execution, delivery, issue, validity or enforceability of this Agreement have been obtained and have not been withdrawn.

3.2.4 Neither the execution of this Agreement by the Applicant nor the performance or observation of any of its obligations hereunder will: -

(a) conflict with or result in any breach of any Statutory Requirement (either in force or enacted but yet to be in force) or any deed, agreement or other instrument, obligation or duty (including any order or decree of any court or arbitrator) to which the Applicant is bound; or

(b) cause any limitation on any of the powers whatsoever of the Applicant or on the right or ability of the officers of the Applicant to exercise such powers to be exceeded or otherwise contravene or conflict with its pertaining constitutional documents.

3.2.5 The Applicant has not committed any Prohibited Act.

3.2.6 The Applicant is not subject to and will not become subject to any other obligation (whether resulting from a breach by it of any other agreement or otherwise) compliance with which will or is likely to have a Material Adverse Effect and/or affect adversely its ability to perform its obligations under this Agreement.

3.3 **Project success**

3.3.1 The Applicant has and shall deliver the Project and Works at all times in accordance with the Business Plan and in accordance with Good Industry Practice.

3.3.2 The Applicant shall deliver the outputs and outcomes set out in the Business Plan

3.3.3 The Applicant has and shall at all times use all reasonable skill and care in delivering the Project and the Works and in taking such actions as are to be expected of a properly qualified, experienced and competent property developer in order to implement and deliver the requirements of this Agreement and the Business Plan.

3.3.4 The Applicant is not in default under any law or enactment or under any deed, agreement or other instrument or obligation to an extent that may affect adversely its ability to perform its obligations under this Agreement.

- 3.3.5 No litigation or administrative or arbitration proceeding before any court, tribunal, Government authority or arbitrator is presently taking place, pending or (to the knowledge, information and belief of the Applicant) threatened against, or against any of the assets of, the Applicant which might have a Material Adverse Effect.
- 3.3.6 The Applicant has made diligent enquiries and to the best of its knowledge, information and belief no person having any charge, lien, encumbrance or other form of security over any assets of the Applicant including its interest in the Site has enforced or given notice of its intention to enforce such security and the Applicant has not done or omitted to do anything which would or might reasonably be expected to cause any person to enforce or exercise its rights to enforce such security to the extent that this would affect the Applicant's ability to perform its obligations under this Agreement or the Works Contracts respectively.
- 3.3.7 All Consents required for the Works to be commenced and the Site being available for the Permitted Use have been obtained and not withdrawn.
- 3.3.8 The Applicant is not aware, after due enquiry, of anything which materially threatens the success of the Project or the completion of this Agreement.
- 3.3.9 The Applicant has the full legal control of the Site to enable Practical Completion of all Works.
- 3.3.10 The Site is free from any conditions, restrictions or covenants which do or might affect the right to carry out the Works or achieve Practical Completion of all Works and continue the Permitted Use of the Site following the Date of Practical Completion.
- 3.3.11 The Applicant has and shall (and shall procure that each Contractor shall) in carrying out Works comply with the provisions of the Considerate Constructors Scheme save that where there is any conflict between the provisions of this Agreement and the provisions of such scheme the provisions of this Agreement shall prevail.
- 3.3.12 The Applicant has entered or will by Practical Completion have entered into all requisite agreements with the highway authority pursuant to section 38 Highways Act 1980 in respect of the construction and adoption of any Adoptable Highways comprising or relating to the Project and all requisite agreements with the highway authority pursuant to section 278 of the Highways Act 1980 (as appropriate) in respect of the construction of any Highways comprising or relating to the Project and procured any bond or guarantee required by the highway authority in connection with any such agreement.
- 3.3.13 The Applicant has entered or will by Practical Completion have entered into an agreement with the relevant water authority pursuant to section 104 of the Water Industry Act 1991 in respect of the construction and adoption of the sewers serving the Project and procured any bond or guarantee required by such water authority in connection with such agreement.
- 3.3.14 The Applicant has entered or will by Practical Completion have entered into any requisite agreement with the relevant local authority for the adoption by that local authority of any areas on the Site to be made available for general public use and requiring such adoption.
- 3.3.15 The Applicant shall ensure (and shall take all reasonable steps to satisfy the CPCA that) its employees and all Contractors employed or engaged in connection with the Project are suitable and competent in all respects to allow the proper performance of all necessary work or tasks in relation to the Works and Practical Completion of the Project in accordance with this Agreement and the Business Plan.

3.3.16 The Applicant shall not make any Disposal other than a Permitted Disposal for less than Market Value.

3.3.17 The Applicant will allow CPCA access to the building that has been funded through this Agreement in order to hold meetings and events free of charge of room rent. Such requests for access will be made with due regard for the Applicants business requirements as set out in Schedule 10

3.4 Operational issues

3.4.1 No Event of Default has occurred and is continuing or would result from the provision of any Funding.

3.4.2 The Applicant shall procure each Contractor in accordance with the Procurement Policy and will ensure that the procurement of all works, goods and/or services by the Applicant relating to the Works and/or the Project shall be in compliance with the Procurement Policy.

3.4.3 The Applicant shall implement the Employment and Skills Plan and comply with its obligations set out in Clause 4.1.1(e).

3.4.4 No other event or circumstance is continuing which constitutes (or with the giving of notice, the lapse of time, the determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing), would or could reasonably be expected to constitute a default by the Applicant under any other document or arrangement which is binding on it or on any of its assets in any case to an extent or in a manner which has or could reasonably be expected to have a Material Adverse Effect.

3.5 Information

3.5.1 All information, documents and accounts of the Applicant submitted to the CPCA for its appraisal of the Project for the purpose of this Agreement are true and accurate and (other than those it has notified the CPCA of in writing and the CPCA has approved) no change has occurred since the date on which such information was supplied which renders the same untrue or misleading in any respect and that there has been no material adverse change in the business, assets, operations or prospects of the Applicant since such information documents and accounts were provided.

3.5.2 The Applicant has disclosed to the CPCA all information which would or might reasonably be thought to influence the CPCA in awarding the Funding to the Applicant or the amount of the Funding or otherwise contracting with the Applicant.

3.5.3 The Applicant will promptly provide to the CPCA any information which the CPCA or any Regulatory Body may request in order to satisfy itself that it has complied with the provisions of this Clause 3.

4. PAYMENT OF FUNDING

4.1 Pre-Conditions of Funding

4.1.1 The Applicant will not make any Claim and the CPCA will not be liable to make available any Funding unless: -

- (a) the CPCA is satisfied that no Event of Default is continuing or would result from the provision of any proposed Funding;

- (b) the Applicant has provided satisfactory evidence to the CPCA that it has complied with and is able to continue to comply with Clauses 3 and 4.2; and
- (c) [(in relation to the relevant Contractor and/or the relevant Works in respect of which the Claim is made): -
 - (i) the relevant Works Contract(s) has been entered into;
 - (ii) the Applicant has confirmed to the CPCA and the CPCA is satisfied that the Contractor(s) is of sufficient financial standing to complete the relevant Works by the Works Longstop Date;
 - (iii) the CPCA has approved the relevant Works Specification(s) and the design and construction standards to be adopted in respect of the relevant Works;
 - (iv) the Applicant has developed the Works Programme;
- (d) the Applicant has produced and delivered to the CPCA Representative the Employment and Skills Plan in a form and with content satisfactory to the CPCA; and
- (e) the Applicant has: -
 - (i) complied with the Employment and Skills Plan (to the extent applicable as at the date of the Claim); and
 - (ii) provided written confirmation and such evidence as the CPCA may reasonably require of the achievement of the Employment Commitments which the Applicant committed to achieve by the date of the relevant Claim as set out in the Employment and Skills Plan;
- (f) the Applicant has submitted to the CPCA (and the CPCA has approved) the Business Plan.

4.1.2 The CPCA may agree to pay Funding to the Applicant before the conditions in Clause 4.1.1 have been met (with the exception of Clause 4.1.1(a) which for the avoidance of doubt must always be satisfied) without prejudice to its rights to refuse to pay any further Funding until those conditions are met.

4.1.3 If any of the conditions specified in Clause 4.1.1 have not been fully complied with within 3 months of the date of this Agreement the CPCA may terminate this Agreement on written notice with immediate effect in which case the Applicant will immediately repay to the CPCA all advanced Funding.

4.2 **Mechanics and Payment of Funding**

4.2.1 Each Claim for Funding by the Applicant must: -

- (a) be submitted monthly on a Claim Form signed by the Applicant's chief financial officer;
- (b) be accompanied by receipts to the value of the claim exc VAT
- (c) relate to Qualifying Expenditure for which the Applicant has not submitted any other Claim or received any other funding;

- (d) accord with the Qualifying Expenditure Plan or be accompanied by evidence to the satisfaction of the CPCA to justify any deviation;
- (e) not be for an amount which (if paid) would make the amount of advanced Funding exceed the Maximum Sum; and

4.2.2 The CPCA will make available the Funding up to the Maximum Sum.

4.2.3 The CPCA will pay Funding to the Applicant in respect of Qualifying Expenditure within 28 Working Days of receipt of a valid Claim.

4.2.4 The CPCA will not be liable to provide any Funding in relation to any Claim submitted after the expiry of 20 Working Days following the earlier of the Works Longstop Date and the Date of Practical Completion.

4.3 **Use of Funding**

The Funding will be the sole property of the Applicant and will be used by the Applicant for Qualifying Expenditure only.

4.4 **Overpayments and Repayments**

4.4.1 If the CPCA determines at any time that any amount of Funding was not expended by the Applicant on Qualifying Expenditure the Applicant will immediately on written demand repay to the CPCA such amount.

4.4.2 If any amount of Funding has not been expended by the Applicant on Qualifying Expenditure within 30 days of receipt of the Funding the Applicant will immediately on written demand repay to the CPCA such amount.

4.4.3 Within 28 Working Days following the earlier of the Date of Practical Completion and the Works Longstop Date the Applicant will repay the CPCA any amount of Funding in excess of the Maximum Sum.

4.4.4 The CPCA may vary or withhold any or all of the payments of Funding under this Agreement and/or require repayment of any or all Funding already paid to the extent that: -

- (a) repayment or recovery is required under or by virtue of any European Union State aid laws (including without limitation under Article 107 of the Treaty on the Functioning of the European Union and/or any applicable judgement, court order, statute, statutory instrument, regulation, directive or decision (insofar as legally binding) ("**State Aid Law**"); and/or
- (b) the CPCA is otherwise required to repay or recover such Funding in whole or in part by or to any Regulatory Body.

Any Funding required to be repaid in accordance with this Clause 4.4.4 will bear interest at such rate as required under or by virtue of any Statutory Requirement from the date of the CPCA's notice requiring repayment to the date of repayment (both before and after judgement) or such other period as may be required under or by virtue of any Statutory Requirement.

4.5 **Set-off**

Following the receipt of a Claim, the CPCA may decide to set-off any monies due to the Applicant under that Claim against any monies owed to the CPCA by the Applicant in relation to any other project or programme administered by the CPCA or on behalf of the CPCA.

4.6 **Maximum Sum**

The CPCA may vary the Maximum Sum by an amount determined by the CPCA: -

- 4.6.1 if the Qualifying Expenditure incurred by the Applicant is lower than the Maximum Sum; or
- 4.6.2 if it appears to the CPCA that the Applicant no longer requires any further Funding for the delivery of the Project.

4.7 **Final Reconciliation**

- 4.7.1 The Applicant shall provide the Final Report and Certificate of Practical Completion to the CPCA by [insert date].
- 4.7.2 On issue of the Final Report and/or the Certificate of Practical Completion the Grant Recipient will provide the CPCA with a full Reconciliation of the Costs actually expended on the Project against the estimated cost set out in the Business Plan.
- 4.7.3 The Grant Recipient will provide CPCA with a warranted statement that the costs actually expended were equal or greater than the estimated costs and if less will immediately return [insert %] of any reduced costs/savings to CPCA.
- 4.7.4 If there is any dispute about the Reconciliation the Grant Recipient will upon written request by CPCA provide the CPCA and their accountants with open book accounts of the costs of the Project.
- 4.7.5 If the CPCA reasonably believes the actual costs are materially less than the estimated costs they will notify the Grant Recipient who will negotiate with the CPCA in good faith to resolve the issue.
- 4.7.6 If the issue is not resolved within 3 months then CPCA may take such further action as they deem necessary including appointing expert to deal with the matter and Grant Recipient shall fully cooperate with the Expert and their directions.
- 4.7.7 Where the information provided pursuant to Clause 4.7 shows: -
 - (a) that the total cost of the Project was less than the anticipated total cost of the Project as set out in the Business Plan; and/or
 - (b) that the total Market Value of the Project is more than the anticipated Market Value of the Project as set out in the Business Plan,then CPCA shall be entitled to recover Funding paid to the Applicant in accordance with the compensation provisions set out in Clause 4.7 and/or in the Business Plan.

4.8 **Pre-Payment**

- 4.8.1 The Parties acknowledge that as at the 31st March 2021 in so far as the Maximum Sum has not been drawn down by the Applicant, the balance of the Maximum Sum ("the Outstanding Sum") shall on the 31st March 2021 (or if later within 14 days of receipt of the Outstanding Sum Claim Form (defined below)) be paid to the Applicant subject to and in accordance with the conditions below
- 4.8.2 The Applicant shall provide CPCA with a signed Outstanding Sum Claim Form in the form that appears at [Part 2 of Schedule 3] to this Agreement

- 4.8.3 The Applicant confirms and warrants it shall upon receipt immediately pay the sum of the Outstanding Payment into a separate interest-bearing account in the name of the Applicant (the Account)
- 4.8.4 The Applicant shall hold the Outstanding Payment on Trust for CPCA unless and until payments are made out of the Account in accordance with this clause.
- 4.8.5 If the Applicant wishes to draw down monies from the Outstanding Payment held on the Account it shall submit to CPCA the same information as is required in this Agreement (mutatis mutandis) as if it were applying for a payment from CPCA and only once CPCA has agreed to such monies being drawn down in accordance with this Agreement as if it were an application for a payment from CPCA (including (in accordance with clause 4.2.3) confirming relevant funds can be released from the Account within 28 days of the Applicant supplying the information set out in clause 4.2)
- 4.8.6 If at any time CPCA notifies the Applicant it is in breach of any terms of this Agreement which would have entitled the CPCA to withhold funding and/or to demand repayment of funding already made and such breach has not been remedied to the satisfaction of CPCA then CPCA may request that the Applicant returns the Outstanding Payment (or such of it as remains at the time of the notice) at which point the Applicant shall immediately return the Outstanding Payment along with any interest thereof.
- 4.8.7 The Parties agree that this clause 4.8 shall not affect all reporting and final conciliation required by this Agreement shall remain as an obligation upon the Applicant

5. THE APPLICANT'S DELIVERY OBLIGATIONS

5.1 Project Commencement and Completion

- 5.1.1 The Applicant will procure that the Project is carried out and completed in a good and workmanlike manner and in accordance with: -
- (a) the Works Programme;
 - (b) the Works Specifications;
 - (c) the Required Standards; and
 - (d) the Project Specification(s).
- 5.1.2 The Applicant will procure that (subject to Force Majeure) the Project commences by [Insert Date] and Practical Completion is achieved by the Target Date (but in any event by the LGF Funding Longstop Date).
- 5.1.3 The Applicant will notify the CPCA within 21 days of the Works Start Date and the Date of Practical Completion.
- 5.1.4 The Applicant will produce the Qualifying Expenditure Plan prior to the first Claim and will update the Qualifying Expenditure Plan annually thereafter.

5.2 Applicant's sub-contractors and employees

- 5.2.1 The Applicant will procure that each Contractor complies with its Works Contract(s) and the Applicant will enforce the terms of the Works Contracts at all times.

5.2.2 The Applicant will take all reasonable steps to satisfy the CPCA that its procurement policies and procedures in relation to employees, suppliers and sub-contractors (including, but not limited to, the Contactors) are suitable and competent in all respects to allow the proper performance of all work or tasks in relation to the Project.

5.3 **Outputs and Outcomes**

The Applicant will achieve the Outputs and Outcomes and will provide evidence of this to the CPCA as required by the CPCA.

5.4 **Material Alterations to the Project or Works Programme**

The Applicant will not and will procure that no Contractor will, without the prior written consent of the CPCA, make a material alteration to the Project, the Project Specifications or any Works Contract which includes any change having any impact on the costs of the Project and/or the Outputs and Outcomes.

6. **APPLICANT'S REGULATORY OBLIGATIONS**

6.1 **Consents**

The Applicant will procure that no Works are commenced and/or continued without all necessary Consents being received and in particular will procure that no work constituting development for which planning permission is required under the Town and Country Planning Act 1990 is carried out without having obtained detailed planning consent and will provide such documents as the CPCA requires to demonstrate compliance with this Clause.

6.2 **Compliance**

The Applicant shall set up and maintain (and procure that any person from whom it procures goods, works and/or services for the delivery of the Project set up and maintain policies and procedures covering the following matters and ensure that the terms and implementation of such procedures comply with all Statutory Requirements and Good Industry Practice and that they are published in written form and copies of them (and any revisions and amendment to them) are made available to CPCA on request:-

6.2.1 equality, diversity and equal opportunities;

6.2.2 health and safety;

6.2.3 whistleblowing and confidential reporting;

6.2.4 anti-fraud, bribery and corruption;

6.2.5 information and data security.

6.3 **Insurance**

The Applicant shall: -

6.3.1 and shall procure that each Contractor shall at all times during the carrying out of the Works maintain or procure that there is maintained full and proper insurance policies including but not limited to an "all risks" insurance policy covering the usual risks covered by this type of policy in respect of all buildings relating to the Project and all works undertaken on the Project and all unfixed goods and materials in connection with such works for (in each case) full reinstatement or replacement costs (including professional fees);

- 6.3.2 supply evidence (satisfactory to the CPCA) of each such insurance policy referred to above within ten (10) Working Days of it being taken out;
- 6.3.3 if any building upon the Site or any works forming part of the Works or the Project or any materials or goods required to undertake such works are destroyed or damaged (other than as necessary as part of the carrying out of the Works), procure the rebuilding, reinstatement or replacement of such building, work, goods or materials in accordance with the provisions of this Agreement as soon as reasonably practicable (for the avoidance of doubt if insurance proceeds shall be insufficient to cover the costs of such reinstatement, rebuilding or replacement they shall be responsible for the shortfall); and
- 6.3.4 not do or permit or suffer to be done anything which may render any policy or policies of insurance void or voidable.

7. **APPLICANT NOTIFICATION OBLIGATIONS**

The Applicant will comply with its obligations set out in Schedule 6.

8. **DISPOSAL OF THE SITE**

The Applicant will not, make any Disposal other than a Permitted Disposal identified in the project Application Forms Schedule 1 without the prior written consent of the CPCA: -

- 8.1 prior to the Date of Practical Completion; or
- 8.2 at any time during the Permitted Use Period.

9. **PROJECT MONITORING**

9.1 **Provision of information by the Applicant**

9.1.1 From the date of this Agreement until the [insert date] by which all outputs and outcomes as set out in the Application Form have been met: -

- (a) provide the CPCA with Quarterly Progress Reports;
- (b) provide the CPCA with Annual Qualifying Expenditure Statements;
- (c) provide the CPCA with such evidence as it requires to satisfy itself that a Claim relates to Qualifying Expenditure and that Qualifying Expenditure has been incurred;
- (d) provide the CPCA with such other information as the CPCA may reasonably require in connection with the Works and the Outputs and Outcomes;
- (e) procure that the Applicant Representative and/or any other officers of the Applicant as may reasonably be requested by the CPCA will attend such meetings as the CPCA may reasonably request with the CPCA and any third parties invited by the CPCA to review progress in relation to the Works;

9.1.2 The Applicant will provide an Exit Report with the final Claim for Funding.

9.2 **Inspection and audit facilities**

9.2.1 The Applicant will allow or procure access to its premises and the Site for the CPCA, its internal auditors or its other duly authorised staff or agents or any Regulatory

Body and will allow such persons to inspect and take copies of documents relating to the Project. The CPCA will be entitled to interview employees of the Applicant to obtain oral and/or written explanations of documents.

- 9.2.2 The Applicant will provide the CPCA, in writing, with any such information about the Funding and/or the Project as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions.
- 9.2.3 The Applicant will allow the CPCA or persons authorised by it to inspect the Project and to inspect, audit and take copies of all reports, books, accounting records and vouchers which relate to the Funding provided that the CPCA: -
- (a) does not impede or obstruct the progress of the Project;
 - (b) does not issue any instruction to a Contractor or any workman employed on the Site; and
 - (c) complies with any reasonable safety induction procedures of a Contractor on the Site.
- 9.2.4 The Applicant will at all times retain documentary evidence to support each Claim and will maintain full and accurate accounts for the Project in accordance with all applicable law and accounting standards and (to the extent that no accounting standard is applicable) use generally accepted accounting principles and practices of the United Kingdom then in force. For the purpose of this Clause 9.2.4 "**Accounting Standards**" means the statements of standard accounting practice referred to in section 464 of the Companies Act 2006 issued by the Accounting Standards Board.
- 9.2.5 Upon request the Applicant will submit Audited Accounts for the Project. If the Audited Accounts have not been received within a reasonable timescale the CPCA will be entitled to suspend further Funding until received and/or demand repayment of all Funding provided to the Applicant in which case the Applicant will immediately repay demanded amounts.

10. **EVENTS OF DEFAULT**

- 10.1 Where an Event of Default has occurred the CPCA may by notice in writing to the Applicant: -
- 10.1.1 require the Applicant to provide the CPCA with a plan to remediate and/or mitigate the effects of the Event of Default in which case the Applicant will submit the plan to the CPCA for approval within 7 Working Days of the request;
 - 10.1.2 suspend or alter the timing of the payment of Funding for such period as the CPCA will determine; and/or
 - 10.1.3 vary the Maximum Sum; and/or
 - 10.1.4 require the Applicant to repay all or part of the Funding previously paid to the Applicant in which case the Applicant will immediately repay the sums required; and/or
 - 10.1.5 (where the nature, type and extent of the Event of Default merits it or if the CPCA is not satisfied with any plan provided under Clause 10.1.1 above (to be determined by the CPCA)) terminate this Agreement in which case the CPCA will have no obligation to provide any further Funding and will be entitled to require the Applicant to repay all or part of the Funding previously paid to the Applicant and the Applicant will immediately repay the sums required.

- 10.2 In relation to the exercise by the CPCA of its rights in this Clause 10:-
- 10.2.1 the exercise by the CPCA of its rights under Clause 10 will be without prejudice to any other right of action or remedy of the CPCA (including any claim for damage) in respect of the Event of Default; and
- 10.2.2 if the CPCA suspends the payment of Funding which is, in the sole opinion of the CPCA, due to an Event of Default capable of remedy and the Applicant will, after notice in writing from the CPCA, remedy the Event of Default to the CPCA's satisfaction within such period as the CPCA will determine the CPCA will not continue such suspension.
- 10.3 If the Applicant does not pay any sum it is obliged to pay under this Agreement when it is due, the Applicant shall pay interest at the Default Interest Rate on such outstanding amount from the due date until the date of actual payment (both before and after judgment).
11. **INTELLECTUAL PROPERTY RIGHTS**
- 11.1 Subject to Clause 11.3, the Applicant hereby grants to the CPCA a perpetual, transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) (the "**Licence**") to copy, use (from computer disk or otherwise) and to make publicly available all and any Intellectual Property Rights, drawings, reports, specifications, calculations and other documents and information which relate to the Project or which are derived from the Project (including the methods by which the Works were conducted) ("**Project Know-how**"), for any purpose either relating to this Agreement or to the dissemination by the CPCA of Best Practice and to enable the CPCA to amend the Project Know how or to combine with any other know how as it thinks fit when compiling and publishing what it regards as Best Practice.
- 11.2 Subject to Clause 11.3, to the extent that any Project Know-how is generated by or maintained on a computer or in any other machine readable format, the Applicant shall, if requested by the CPCA, procure for the benefit of the CPCA at the cost of the Applicant the grant of a licence or sub-licence for the term of this Agreement and supply any relevant software and/or database to ensure the CPCA has the full benefit of the Licence.
- 11.3 If the Intellectual Property Rights in any Project Know how are owned by a third party, the Applicant will use its reasonable endeavours to obtain a licence for the CPCA to use such Project Know how in accordance with the Licence. The Applicant will notify the CPCA where it is unable to obtain such licence and will identify which parts of the Project Know how the CPCA is not licensed to use ("**Excluded Know how**").
- 11.4 The CPCA's decision as to what constitutes Best Practice shall be final (and the CPCA acknowledges that it does not intend to use the Licence to make commercially sensitive information publicly available).
- 11.5 Subject to Clause 11.3, the Applicant will provide the CPCA with complete copies of and access to all Project Know-how. The Applicant will provide all assistance and explanation requested by the CPCA to enable it to disseminate Best Practice.
- 11.6 The Applicant warrants that its use of the Project Know-how shall not infringe the Intellectual Property Rights of any third party. The Applicant warrants that use of the Project Know-how (excluding the Excluded Know-how) by the CPCA in accordance with the terms of the Licence shall not infringe the Intellectual Property Rights of any third party.
- 11.7 The Applicant agrees to indemnify the CPCA and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the CPCA, or for which the CPCA may become liable, in relation to: -
- 11.7.1 any intellectual property infringement claim or alleged infringement claim or other claim relating to the CPCA's use of the Project Know-How licensed (or purported to be licensed) under the Licence (including but not limited to all costs and damages

of any kind which the CPCA may incur in connection with any actual or threatened proceedings before any court or adjudication body);

11.7.2 any breach by the Applicant of this Clause 11; and

the CPCA may at its option satisfy such indemnity (in whole or in part) by reducing the Maximum Sum.

12. REPUTATION OF THE PARTIES

12.1 The Applicant will not and will use all reasonable endeavours to procure that its suppliers and Contractors will not, knowingly do or omit to anything in relation to this Agreement, the Project or in the course of their other activities that may bring the standing of the CPCA into disrepute or attract adverse publicity for the CPCA.

12.2 Neither Party will publish any statement, orally or in writing, relating to the other Party which might damage that other Party's reputation or that of any of its officers or employees.

12.3 The Parties acknowledge that CPCA is providing funding on the basis of this Agreement only and is not responsible for the delivery or outcome of the Project. The Applicant shall indemnify the CPCA against all claims and proceedings and all liability, losses, costs and expenses incurred in connection with any adverse publicity, disrepute or damage to the reputation of the CPCA arising as a result of the delivery of the Project or anything ancillary thereto.

13. CONFIDENTIALITY AND FREEDOM OF INFORMATION

13.1 Confidentiality

13.1.1 Each Party recognises that under this Agreement it may receive Confidential Information belonging to the other.

13.1.2 Each Party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the CPCA or the Project arising or coming to its attention in the course of the Project to the CPCA to any third party without the prior written consent of the other Party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

13.1.3 The obligations of confidence referred to in Clause 13.1.2 will not apply to any Confidential Information which: -

- (a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or
- (b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
- (c) is lawfully in the possession of the other Party before the date of this Agreement and in respect of which that Party is not under an existing obligation of confidentiality; or
- (d) is independently developed without access to the Confidential Information of the other Party.

13.1.4 Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so: -

- (a) to enable the disclosing party to perform its obligations under this Agreement; or
- (b) by any applicable Statutory Requirement or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIRs or the Code of Practice on Access to Government Information and the Applicant acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the CPCA may nevertheless be obliged to disclose such information; or
- (c) by any Regulatory Body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
- (d) in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.

13.1.5 The Applicant will ensure that all Confidential Information obtained from the CPCA under or in connection with this Agreement: -

- (a) is given only to such of its employees, professional advisors, sub-contractors or consultants engaged in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;
- (b) is treated as confidential and not disclosed (without the CPCA's prior written approval) or used by any such staff or professional advisors, sub-contractors or consultants otherwise than for the purposes of this Agreement;

and where it is considered necessary in the opinion of the CPCA the Applicant will ensure that such staff, professional advisors, sub-contractors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.

13.1.6 Nothing in this Clause 13.1 shall prevent the CPCA: -

- (a) disclosing any Confidential Information for the purpose of: -
 - (i) the examination and certification of the CPCA's accounts; or
 - (ii) any examination required by reason of CPCA's status as a public body or relating to the allocation of Funding as public money; or
- (b) disclosing any Confidential Information: -
 - (i) to any other department, office or agency of the Crown; or
 - (ii) to any person engaged in providing any services to the CPCA for any purpose relating to or ancillary to this;

provided that in disclosing information under Clause 13.1.6(a) or (b) the CPCA discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given by the recipient where appropriate.

- 13.1.7 Nothing in this Clause 13.1 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 13.1.8 The obligations in this Clause 13.1 will survive the expiry or termination of this Agreement for a period of 6 years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.

13.2 Freedom of Information

- 13.2.1 The Parties acknowledge that CPCA are subject to the requirements of the FOIA and the EIR and the Applicant shall facilitate the compliance by CPCA with its Information disclosure requirements pursuant to the same in the manner provided for in Clauses 13.2.1 to 13.2.7 (inclusive). For the purpose of Clauses 13.2.1 to 13.2.7 (inclusive) only, Information has the meaning given under section 84 of the FOIA and the meaning attached to "environmental information" contained in section 2 of the EIR as appropriate.
- 13.2.2 Where CPCA receives a Request for Information in relation to Information that the Applicant is holding on its behalf, CPCA shall transfer to the Applicant such Request for Information that it receives as soon as practicable and in any event within 5 Working Days of receiving a Request for Information and the Applicant will: -
- (a) provide CPCA with a copy of all such Information in the form that CPCA require as soon as reasonably practicable and within 10 Working Days (or such other period as CPCA may acting reasonably specify) after the request from CPCA; and
 - (b) provide all necessary assistance as reasonably requested by CPCA in connection with any such Information, to enable CPCA to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or section 5 of the EIR as applicable.
- 13.2.3 Following notification under Clause 13.2.2 and up until such time as the Applicant has provided CPCA with all the Information specified in Clause 13.2.1 the Applicant may make representations to CPCA as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that CPCA shall be responsible for determining at its absolute discretion:-
- (a) whether the Information is exempt from disclosure under the FOIA or the EIR as applicable; and
 - (b) whether the Information is to be disclosed in response to a Request for Information,
- and in no event shall the Applicant respond directly or allow its sub-contractors to reply directly to a Request for Information unless expressly authorised to do so by CPCA.
- 13.2.4 The Applicant shall procure that all Information held on behalf of CPCA is retained for disclosure for at least 6 years from the date it is required and shall permit CPCA to inspect such Information as requested from time to time.

13.2.5 The Applicant shall transfer to CPCA any Request for Information received by the Applicant as soon as practicable and in any event within 5 Working Days of receiving it.

13.2.6 The Applicant acknowledges that any lists provided by it listing or outlining Confidential Information, are of indicative value only and that CPCA (as applicable) may nevertheless be legally obliged to disclose Confidential Information.

13.2.7 The Applicant acknowledges that CPCA may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000 and the Code of Practice on the discharge of the obligations of public authorities under the Environmental Information Regulations 2004 (together the "**Codes**"), under the FOIA or the EIR as appropriate, disclose Information concerning the Applicant or their respective businesses:-

(a) in certain circumstances without consulting with the Applicant, or

(b) following consultation with the Applicant and having taken its views into account,

provided always that where Clause 13.2.7(a) applies, CPCA will, in accordance with the recommendations of the Codes, draw this to the attention of the Applicant prior to any disclosure.

14. **DATA PROTECTION**

14.1 The Applicant warrants and represents that it:-

14.1.1 has all appropriate regulations, licenses and authorities required under Data Protection Laws to enable it to perform its obligations under this Agreement; and

14.1.2 obtains and processes personal data (within the meaning of the Data Protection Laws) in accordance with the Data Protection Laws.

14.2 The Applicant shall indemnify the CPCA against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the CPCA as a result of the Applicant's failure to comply with any Data Protection Laws.

14.3 The Applicant shall (and will procure that each Contractor shall) appoint and identify an individual within its organisation authorised to respond to enquiries from the CPCA concerning the its compliance with this Clause 14, including those from the Information Commissioner and will to the extent reasonably necessary co-operate with and assist in ensuring compliance with any Data Protection Laws including rights of data access, correction, blocking, suppression or deletion relating of data and in the defence or management of any enforcement action or assessment by the Information Commissioner or any other competent authority in relation thereto.

14.4 The Applicant undertakes to include obligations no less onerous than those set out in this Clause, in all contractual arrangements with Contractors and agents engaged by it to deliver the Project and the Works.

15. **FURTHER ASSURANCE**

On the written request of the CPCA the Applicant will promptly execute and deliver or procure the execution and delivery of any further documents necessary to obtain for the CPCA the full benefit of this Agreement.

16. **GOOD FAITH**

The Applicant will at all times act with the utmost good faith when dealing with the CPCA, the Contractors and any other person or entity involved on the Project.

17. **INDEMNITY**

The Applicant will be liable for and will indemnify the CPCA in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person or loss of or damage to property (whether belonging to the CPCA or otherwise) or any claim by any third party arising directly or indirectly out of or caused or contributed to by the Project and/or the performance or non-performance or delay in performance by the Applicant of any of its obligations under this Agreement except to the extent that the same is due to any act or neglect of the CPCA.

18. **REPRESENTATIVES**

18.1 **Authority of the Applicant Representative**

The Applicant Representative has full authority to act on behalf of the Applicant for all purposes of this Agreement. The CPCA and the CPCA Representative are entitled to treat any act of the Applicant Representative in connection with this Agreement as being expressly authorised by the Applicant (save where the Applicant has notified the CPCA in writing that such authority has been revoked) and the CPCA will not be required to determine whether any express authority has in fact been given.

18.2 **The Applicant Representative's Power to Delegate**

The Applicant Representative may authorise any of its subordinates to exercise its powers under this Agreement by notice in writing to the CPCA.

18.3 **Authority of CPCA Representative**

The CPCA Representative has full authority to act on behalf of the CPCA for all purposes of this Agreement. The Applicant is entitled to treat any act of the CPCA Representative in connection with this Agreement as being expressly authorised by the CPCA (save where the CPCA has notified the Applicant in writing that such authority has been revoked) and the Applicant will not be required to determine whether any express authority has in fact been given.

18.4 **CPCA Representative's Power to Delegate**

The CPCA Representative may authorise any of its subordinates to exercise any of its powers under this Agreement by notice in writing to the Applicant.

18.5 **Notices**

Subject to Clause 24, any notice, information, instructions or public communication given in writing to the CPCA Representative or the Applicant Representative will be deemed to have been given to their respective appointing Party.

18.6 **Successor Representatives**

Either Party may change the identity of their Representative and will appoint a successor following (as far as practicable) consultation with the other Party.

19. **STATUS OF APPLICANT**

- 19.1 In carrying out its obligations under this Agreement the Applicant agrees that it will be acting for its own account as principal and not as the agent or partner of CPCA.
- 19.2 The Applicant will not say or do anything which may pledge the credit of or otherwise bind the CPCA or that may lead any other person to believe that the Applicant is acting as or on behalf of the CPCA.

20. **ASSIGNMENT AND SUB CONTRACTING**

- 20.1 CPCA may assign or novate its rights and/or obligations under this Agreement to a statutory successor body or where a Statutory Requirement dictates this and in such circumstances the affected Party will give the other Party notice of the anticipated statutory assignment or novation (as applicable) as soon as possible after the affected Party has become aware of it and will also notify the other Party within 5 Working Days of the completion of the statutory assignment/novation.
- 20.2 Except as expressly permitted in this Agreement, no Party will, without the prior written consent of the other Party, novate, assign, sub license, sub contract, transfer or charge this Agreement or any part of it.

21. **VALUE ADDED TAX**

- 21.1 The Parties understand and agree that the Funding by the CPCA under this Agreement is not consideration for any supply for Value Added Tax ("**VAT**") purposes whether by the Applicant or otherwise.
- 21.2 If, notwithstanding the agreement and understanding of the Parties as set out in Clause 21.1 above, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.
- 21.3 All sums or other consideration payable to or provided by the Applicant to the CPCA at any time will be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided the Applicant will pay to the CPCA all the VAT payable upon the receipt of a valid VAT invoice.

22. **CONSTRUCTION INDUSTRY TAX DEDUCTION SCHEME**

- 22.1 Not later than 21 Working Days before: -
- 22.1.1 the date on which the first payment of Funding is due; or
- 22.1.2 where Regulation 6(4) of the Income Tax (Construction Industry Scheme) Regulations 2005 does not apply, the date on which any further payment of Funding is due;
- the Applicant will provide the CPCA with its unique taxpayer reference and any other information which the CPCA may be required to give to HMRC in order to verify the Applicant's tax status.
- 22.2 The CPCA will verify the Applicant's tax status with HMRC in accordance with the FA Legislation and shall notify the Applicant in writing at least 10 Working Days before the date on which the first payment of Funding is due to be made if it intends to make any Statutory Deduction and at what rate.
- 22.3 The CPCA shall be entitled to make such Statutory Deductions from any payment of Funding as it is required to make in accordance with the FA Legislation, at such rate as may be in force from time to time.

22.4 Where any error or omission has occurred in calculating or making the Statutory Deduction then:-

22.4.1 in the case of an over deduction, the CPCA will correct that error by repayment of the sum over deducted to the Applicant; and

22.4.2 in the case of an under deduction, the Applicant shall correct that error or omission by repayment of the sum under deducted to the CPCA.

22.5 If compliance with the provisions of this Clause involves either Party in not complying with any other term of this Agreement then the provisions of this Clause will take precedence.

23. NO FETTERING OF DISCRETION/STATUTORY POWERS

Nothing contained in or carried out pursuant to this Agreement and no consents given by the CPCA or the Applicant will unlawfully prejudice the CPCA's or the Applicant's (as appropriate) rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

24. NOTICES

24.1 Any demand, notice, agreement or other communication given or made under or in connection with this Agreement shall be in accordance with this Clause 24.

24.2 Subject to Clause 24.3, any communication between CPCA and the Applicant in the performance of this Agreement shall be made electronically. All such electronic communication shall be sent to the electronic mail address of **insert email** on behalf of CPCA (or such other person(s) as is or are notified from time to time by CPCA to the Applicant), to the electronic mail address of a representative of the Applicant (as notified from time to time by the Applicant to CPCA). This shall include a requirement that, to the extent achievable, any information which is to be provided by CPCA to the Applicant in the performance of its Services shall be provided electronically. Where either Party so requires it any such electronic correspondence shall be followed with non-electronic written copies which shall be posted to the receiving Party.

24.3 Where any notices or demands are to be served in accordance with this Agreement which are more formal than day to day correspondence and communication, then such notices or demands shall be made in writing, served in non-electronic format and duplicated electronically to the Applicant and/or CPCA (as the case may be) to the electronic mail address of **insert email** on behalf of CPCA (or such other person(s) as is or are notified from time to time to the Applicant) and to the electronic mail address of a representative of the Applicant (as notified from time to time by the Applicant to CPCA). In these circumstances, notice will be deemed to have been duly given or made: -

24.3.1 if sent by prepaid first-class post, on the second Working Day after the date of posting; or

24.3.2 if delivered by hand, upon delivery at the address provided for in Clause 24.4, provided however that, if it is delivered by hand on a day which is not a Working Day or after 4:00pm in the place of receipt on a Working Day, it will instead be deemed to have been given or made on the next Working Day.

24.4 Any such demand, notice or other communication will be addressed, in the case of service by post or delivery by hand, to the recipient's address set out in this Agreement (or at such other address as may from time to time be notified in writing by the recipient to the sender as being the recipient's address for service):-

CPCA	Attention: Steve Clarke
------	-------------------------

	Incubator 2, First Floor, Alconbury Weald Enterprise Campus, Alconbury Weald, Huntingdon. PE28 4XA Steve.clarke@cambridgeshirepeterborough-ca.gov.uk
The Applicant	Attention: Insert name, address and email

24.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

25. GOVERNANCE

25.1 Use of Senior Officers

If any dispute arises between the Parties relating to or arising out of this Agreement either Party involved will in the first instance notify the other that the dispute is to be referred to Senior Officers in order to seek a resolution. The Senior Officer for the CPCA will be the Head of Legal Services and for the Applicant will be the **Insert organisation - Directors**. Either Party may change the details of such Senior Officers by written notice to the other.

25.2 Referral to Expert

25.2.1 If there has been no resolution of the dispute within 30 days of the referral to Senior Officers either Party may give to the other written notice referring the dispute to a suitably qualified independent Expert for determination in accordance with this clause.

25.2.2 The Expert shall be required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of three months of the matter being referred to the Expert.

25.2.3 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then: -

- (a) either Party may apply to **[CPCA CA Board]** to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- (b) this clause shall apply in relation to the new Expert as if he were the first Expert appointed.

25.2.4 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.

25.2.5 The Parties shall be entitled to make submissions to the Expert (including oral submissions) and shall provide (or procure the provision to) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

25.2.6 To the extent not provided for by this clause, the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.

25.2.7 Each Party shall (with reasonable promptness) supply each other with all information and give each other access to all documentation and personnel as the other Party reasonably requires to make a submission under this clause.

25.2.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter in dispute (which may include any issue involving the interpretation of any provision of this Agreement, his jurisdiction to determine the matters and issues referred to him or his terms of reference). The Expert's written decision on the matters referred to him shall be final and binding on the parties in the absence of manifest error or fraud.

25.2.9 Each Party shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Parties equally or in such other proportions as the Expert shall direct.

25.3 **Matters of law**

Matters of law will not be referred to Senior Officers or mediation but will be subject to the jurisdiction of the courts.

26. **RIGHTS OF THIRD PARTIES**

Nothing in this Agreement will confer any rights or obligations on any person who has not executed this Agreement nor will the consent of any person who has not so executed this Agreement be needed to make any modification, amendment, variation or release of its terms. The Parties agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that they do not intend any person other than a Party to be able to enforce any term of this Agreement.

27. **ENTIRE AGREEMENT**

This Agreement and the documents referred to in it constitute the entire agreement between the Parties and supersede and replace any previous agreement, understanding, representation or arrangement of any nature between the Parties relating to the subject matter of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument.

29. **SEVERANCE**

If at any time any of the provisions of this Agreement become illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement will be in any way affected or impaired as a result.

30. **NO WAIVER**

No failure or delay on the part of the CPCA in exercising any right or power (or part of any right or power) and no course of dealing between the Parties will operate as a waiver of any right or power of the CPCA. The rights and remedies of the CPCA are cumulative and not exclusive of any rights or remedies which the CPCA would otherwise have.

31. **DISCLAIMER**

The CPCA will not be liable to the other Party for any advice given by a representative of the CPCA. In addition, the CPCA gives no assurance as to the suitability or viability of the Project and no endorsement of the same.

32. **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of England.

33. **MISCELLANEOUS**

- 33.1 This Agreement confers no permission, consent or approval.
- 33.2 Any approval by the CPCA or any person on behalf of the CPCA pursuant to this Agreement of any matter submitted by the Applicant for approval will not be deemed to be an acceptance by the CPCA of the correctness or suitability of the contents of the subject of the approval or consent.
- 33.3 The CPCA will act reasonably in deciding whether to give any consent, agreement determination or approval or express its satisfaction and whether to give any such consent agreement determination or approval or express its satisfaction subject to restrictions, terms or conditions unless in each case to do so would fetter its statutory powers, rights or obligations.
- 33.4 The Parties will and will ensure that their respective officers and employees will act at all times in a way which is compatible with the Convention Rights within the meaning of the Human Rights Act 1998.
- 33.5 A certificate by the CPCA as to any sum payable hereunder by the Applicant will be conclusive save in the case of manifest error.
- 33.6 Except expressly stated otherwise the terms of this Agreement may only be amended by a Deed duly executed by the Parties.

IN WITNESS of which this Agreement has been duly executed on the date written at the beginning of this Agreement.

SIGNED for and on behalf of)
CAMBRIDGESHIRE AND)
PETERBOROUGH COMBINED)
AUTHORITY)

Authorised Signatory

SIGNED for and on behalf of)
[APPLICANT])
)
)

[insert name]
Authorised Signatory

SCHEDULE 1

APPLICATIONS – EXPRESSION OF INTEREST & FULL APPLICATION FORM

Attached as a PDF document

SCHEDULE 2

MONITORING & EVALUATION

LGF - Project Highlight Report							
Project Name		Project Highlight Report Date		Previous Status	Green	Current Status (& direction of travel)	Green -
Project Manager							
Director							
Directorate	2030 Ambition Theme						
Agreed start date		Agreed completion date		% Time complete		Forecast Completion Date	
Agreed Project Budget / Cost Ceiling				Actual Spend		Forecast Total Spend £	
Key Activities This Period							
Key Activities Next Period							
Programme Budget							
Agreed Budget	Actuals to date	Actuals & Committed to date	Green	Projected expenditure for the project	Projected variance for the project	Comments	
					£0.00		
Project Milestone Progress							
Milestone #	Milestone Description			Start Date	% Complete	Baseline End Date	RAG Status
1							Green
2							Green
3							Green
4							
5							
6							
7							
8							
9							
10							
Key Risks and Issues (Top 5)							
ID	Identify if Risk or Issue	Description	Risk Score (after mitigation)	Owner	Mitigation		
1			Trivial				
2			Minor				
3			Significant				
4			Major				
5			Severe				

LGF - Project Closure Report

Once your project has reached (practical) completion, please complete the following form, so the project can be formally closed by the Project Management Team.

Project Details:			
Project Name:			
Project/Programme Manager:			
Email Address:			
Telephone Contact:			
Project start date:		Project end date:	
Give a brief overview of the project key objectives, budget and deliverables:			

Outputs:	
Have all deliverables been completed and agreed?	
Is there any compensation, or future compensation events to note?	
What outcomes/benefits will be delivered post project closure? When are these due?	
Did the project deliver within the planned time?	
Explain why any milestones are outstanding or any differences with the agreed business case	
Who is responsible for the post-project review and when will this take place?	
Has a formal project evaluation taken place? If no, what are the timescales for this?	

Combined Authority Monitoring Form

Project details								
Project Name								
Funding Recipient Organisation								
Project Manager					Director:			
Start Date					Planned End Date			
Section 2: Monitoring information								
Project update Use the space below to provide a descriptive overview on project progress to date.								
Review of original business case Provide update on project and how performed against Business Case, highlighting and explaining any issues/delays								
Objectives List the original approved objectives for this project and how they have performed and been monitored								
Outcomes delivered and future predictions Please indicate the expected outcomes delivered / due to be delivered through this project and timescales of future delivery.								
Project Outcomes	YYYY	YYYY	YYYY	YYYY	YYYY	YYYY	YYYY	YYYY
<i>Apprenticeships</i>								
<i>Areas of new or improved learning/training floorspace</i>								
<i>GVA</i>								
<i>Housing Units Facilitated</i>								
<i>Jobs Safeguarded (fte)</i>								
<i>New Commercial Floorspace (m2)</i>								

<i>New Jobs Created (fte)</i>								
<i>New Transport Infrastructure (km)</i>								
<i>Temporary Jobs (eg. Construction) (fte)</i>								
<i>Other</i>								

Issues	
If necessary, explain below why any planned outcomes were not achieved and any further predicted issues.	
Milestones	
Provide an update on milestones associated with this project:	
Section 3:	
Communications and PR	
Is there any photographic evidence/supporting information for this project, which we can use for the website/Combined Authority communication?	

SCHEDULE 3

FINANCIAL CLAIM FORM

LOCAL GROWTH FUND FINANCIAL CLAIM FORM

1. CLAIM DETAILS

Project Title	
Project Reference	
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/loan 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. MONITORING

Milestones planned for this period	Milestones achieved this period

IF NECESSARY, EXPLAIN BELOW WHY ANY PLANNED MILESTONES WERE NOT ACHIEVED IN THIS PERIOD.

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3. DECLARATION

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

SCHEDULE 4

VENDOR REGISTRATION FORM

Company Details and General Information

VENDOR REGISTRATION FORM	
Company Details and General Information	
1. Name of Company:	
2. Street Address:	
Postal Code:	
City	
Country	
4. Tel:	
6. Email for Invoices	
7. Contact Person	
8. Company Registration Number	
9. VAT Number	
10. Bank Details	
Bank Name	
Address	
Sort Code	
Account Number	
For Internal Use only	
CPCA Manager	Signed:
	Name:
	Date:
CPCA Finance	Signed:
	Name:
	Date:

SCHEDULE 5
EVENTS OF DEFAULT

An Event of Default occurs where: -

1. any pre-conditions listed in Clause 4.1 are not met (or waived by the CPCA);
2. any breach of any representation or warranty (when made or repeated) by the Applicant pursuant to this Agreement;
3. the Works and/or the Project have not been carried out: -
 - 3.1 in accordance with the Consents;
 - 3.2 in compliance with all relevant Statutory Requirements;
 - 3.3 in accordance with the Business Plan;
 - 3.4 in a good and workmanlike manner and in accordance with Good Industry Practice; and/or
 - 3.5 in accordance with the Project Specification(s);
4. [any one or more Project Milestones have not been achieved in the timescale set out in the Works Programme] / [Project Completion has not been achieved by the Works Longstop Date];
5. the Site is used other than for the Permitted Use during the Permitted Use Period;
6. the Applicant is Insolvent;
7. the Applicant undergoes a Change of Control which either does or (in the reasonable opinion of the CPCA) is likely to have a material adverse impact on the Applicant's performance of its obligations under this Agreement and/or delivery of the Project in accordance with this Agreement;
8. the Applicant and/or any Contractor does not have sufficient funds or resources available to complete the Project or the Works (in respect of the Applicant) or the relevant Works (in respect of a Contractor) in accordance with this Agreement and/or the relevant Works Contract;
9. any enforcement action is taken, or other right is enforced by the Regulator in relation to the Applicant, any Contractor, any Works and/or the Project; or
10. there is a material breach of this Agreement which, if capable of remedy, has not been remedied within 30 days of the CPCA notifying the Applicant of the breach and requesting remedy; and/or
11. the Applicant has committed any default (however described) or any other event entitling the CPCA to terminate or demand repayment of any amount advanced to the Applicant under any other agreement.

SCHEDULE 6

NOTIFIABLE EVENTS

12. PROJECT COSTS

The Applicant will notify the CPCA in writing:-

- 12.1 on an increase in the anticipated or actual costs of the [Works and/or Project];
- 12.2 on a decrease of 5% or over of the anticipated or actual costs of the [Works and/or Project];
- 12.3 on becoming aware of any event or circumstance which might have any Material Adverse Effect;
- 12.4 on becoming aware of any event or circumstance which may attract adverse publicity to the Project and / or the CPCA;
- 12.5 on any anticipated or actual increase in any sales revenues, rental incomes generated or numbers of units to be constructed from those contemplated in this Agreement and/or the Business Plan
- 12.6 on becoming aware of any claim brought against the Applicant and/or any Contractor relating to the Works and/or the Funding; and
- 12.7 on there being a proposed material change to the Project Specification and/or the Works Contracts.

13. EVENTS OF DEFAULT AND STATUTORY REQUIREMENTS

The Applicant will notify the CPCA immediately in writing: -

- 13.1 on becoming aware of any breach of any health and safety law or regulation including, but not limited to: -
 - 13.1.1 a fatal accident to any worker or a member of the public;
 - 13.1.2 any injury to a member of the public requiring reporting under RIDDOR;
 - 13.1.3 any dangerous occurrence, as defined by RIDDOR;
 - 13.1.4 the service of any improvement or prohibition notice under the HS Act;
 - 13.1.5 any incident having health & safety implications which attracts the attention of the police and/or the media;
 - 13.1.6 the commencement of any criminal prosecution under the HS Act;
 - 13.1.7 or any other breach of the HS Act and/or CDM Regulationsby the Applicant and/or any Contractor directly or indirectly related to the Works;
- 13.2 on becoming aware of any investigations undertaken or sanctions imposed by the Environmental Agency or any local authority relating to environmental incidents and/or any environmental incident occurring directly or indirectly relating to the Works (or any part of them) which may be a breach of any environmental law or regulation in force at the time of the incident whether the Applicant and/or any contractor and/or any other third party is responsible for the incident or is the subject of such investigations and/or sanctions (as appropriate) and on such notification form as the CPCA may provide from time to time;

13.3 on becoming aware of investigations into or findings of any breach of any equality or anti-discrimination legislation or regulations directly or indirectly related to the Works (or any part of them) whether the Applicant and/or any Contractor and/or any other third party is responsible for the breach or is the subject of the investigation (as appropriate); and

13.4 on the occurrence of an Event of Default.

14. **RESOLUTION**

In the event of notification by the Applicant under this Schedule, if applicable and if requested by the CPCA, the Applicant will provide, together with such notification, a proposal for resolution or mitigation of the event and will take into account all representations of the CPCA on such proposals.

SCHEDULE 7

EMPLOYMENT AND SKILLS STRATEGY

15. OVERVIEW

The Employment and Skills Plan sets out the process by which the Applicant can ensure that skills development and employment initiatives are integrated within Project delivery. This is achieved by the implementation and observation of the Employment and Skills Plan.

16. OBLIGATIONS

16.1 The Applicant Representative shall liaise with the CPCA's Representative in respect of the Employment Commitments.

16.2 The Applicant Representative shall provide to the CPCA's Representative on a Quarterly basis in accordance with the dates set out in paragraph 2.313.2 a report (in a format to be agreed with the CPCA) outlining the achievements during the previous quarter against the Employment Commitments, Employment and Skills Plan and Method Statement and will provide details of the various employment and skills activities delivered in the previous quarter.

16.3 The report referred to in paragraph 16.2 shall be provided to the CPCA's Representative on the following dates: -

16.3.1 [31 July for the period 1 April to 30 June]

16.3.2 [31 October for the period 1 July to 30 September]

16.3.3 [31 January for the period 1 October to 31 December]

16.3.4 [30 April for the period 1 January to 31 March]

16.4 The CPCA's Representative shall be responsible for monitoring compliance with and implementation of the Employment and Skills Plan and the Method Statement and such monitoring shall form part of the CPCA's assessment of the Applicant's compliance with the Employment Commitments.

16.5 The Applicant shall provide written confirmation and such evidence as the CPCA may reasonably require that the Employment Commitments have been achieved in respect of the Project.

16.6 The Applicant's Representative and the CPCA's Representative shall attend a meeting (to be convened by the CPCA's Representative) on [Practical Completion] to review the completed Project and the Applicant's performance against the Employment Commitments and its compliance and implementation of the Employment and Skills Plan and Method Statement and to consider the scope for further improvement on future projects.

16.7 Any and all costs relating to the compliance and implementation of the Employment and Skills Plan and Method Statement will be the responsibility of the Applicant.

SCHEDULE 8

HEALTH AND SAFETY REPORT

The Applicant shall provide to the CPCA on a Quarterly basis a Health and Safety Report containing all relevant information relating to health and safety performance. As a minimum the Health and Safety Report will contain the following information: -

17. accident incidence rates per 100,000 workers (AIR) involved in the Works, listing by month and rolling annual frequency rate for the lifetime of the Works: -
 - 17.1 accidents resulting in greater than three days lost time;
 - 17.2 major injuries;
 - 17.3 fatalities;
 - 17.4 reportable diseases;
all as defined by RIDDOR, in accordance with the formula: -
$$\text{AIR} = (A/N) \times 100,000$$

where: -
A = the number of accidents or incidents of the defined type during the period
N = the average number of workers on the Site during the period; and
 - 17.5 reportable injuries to members of the public.
18. A listing in respect of the Works by month, and the rolling annual rate, showing the number of: -
 - 18.1 days lost due to accidents occurring on the Site or ill-health incurred by workers directly from the said works on the Site;
 - 18.2 dangerous occurrences as defined by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time); and
 - 18.3 enforcement notices served by the regulatory authorities served by the Health & Safety Executive.
19. A summary in respect of the Works of: -
 - 19.1 all accident investigations carried out in the relevant Quarterly period;
 - 19.2 all actions taken to rectify any identified health and safety deficiencies;
 - 19.3 all initiatives to improve health and safety undertaken in the period (e.g. site inspections, tool box talks etc); and
 - 19.4 all visits by the Health & Safety Executive, the Police or the Environment CPCA to the Site undertaken in the relevant Quarterly period.

SCHEDULE 9

REQUIREMENTS FOR PUBLICITY & COMMUNICATION

The requirements for Event of Publicity & Communication are as follows: -

- 19.5 The Supplier shall not communicate by any means with the press or broadcasting media about any matters connected with this Agreement, without the prior written consent of the CPCA.
- 19.6 The Supplier shall not advertise its provision of the Services to the CPCA nor use the CPCA logo, without the prior written consent of the CPCA.
- 19.7 The CPCA shall agree with all parties any press or broadcasting material connected to this Agreement in advance of publication.

There are Requirements for external and internal signage during and after the project has completed, these are: -

1. The CPCA shall agree with all parties any press or broadcasting material connected to this Application in advance of publication.
2. The Applicant shall not advertise the project for which LGF monies are attributed or use the CPCA logo without the prior consent of the CPCA.
3. External boards during construction must be 2m x 2m and internal signage must be 50cm x 50cm – all displaying the CPCA Mayoral Logo.

The above signage requirements are subject to planning permission being grant

SCHEDULE 10

CPCA ACCESS TO FUNDED BUILDING

During the agreed Permitted Use period, as set out on page 9 of the Grant Funding Agreement, the Applicant will grant access to the CPCA to space within the building to hold meetings and events free of charge.

This access will be subject to the following being met: -

1. A formal request will be made to the Applicant two calendar months before the date the space is required
- 2.
3. The request will include:
 - a. The purpose of the meeting or event
 - b. The number of attendees
 - c. Any special requirements
4. The Applicant will allow access subject to:
 - a. The space being available and suitable for the purpose of the meeting
 - b. The request not interfering with normal working practices
 - c. Evidence the reason why access is not agreed