Agenda Item No:	9	Fenland
Committee:	Cabinet	CAMBRIDGESHIRE
Date:	30 th January 2023	
Report Title:	UK Shared Prosperity Fund	

1 Purpose / Summary

1.1 At the Cabinet meeting held on 11th July 2022 Members considered a report titled "UK Shared Prosperity Fund" and agreed to recommend:

• the five proposed Fenland District Shared Prosperity Fund projects to the CPCA for inclusion in the CPCA Local Investment Plan to be submitted to the Department for Levelling Up, Housing and Communities.

• all proposals remain as detailed in the original report with the exception of BUS7 (Investment in Business) for which funding is reduced by £130,935; and

• an additional proposal is that the £130,935 taken from project BUS7 is used as FDC's contribution of 10.5% of allocated funding to deliver the CPCA area wide skills projects

1.2 The five Fenland Shared Prosperity Fund (SPF) projects submitted by the CPCA to the Department for Levelling Up, Housing and Communities (DLUHC) have now been approved by DLUHC. The total amount of funding for Fenland is £1.299m.

2 Key Issues

- 2.1 The three-year SPF allocated for Fenland projects will be paid on an annual basis by DLUHC to the CPCA. In accordance with the Draft Funding Agreement the District Council will claim in monthly arrears the funding for each of the five projects from the CPCA.
- 2.2 As the District Council is accepting SPF funding from the CPCA a decision is required to accept the funding.

3 Recommendations

- 3.1 Cabinet is requested to consider and recommend acceptance of Shared Prosperity Funding from the Cambridgeshire & Peterborough Combined Authority for a three-year period commencing in 2022-23 and ending in 2024-25.
- 3.2 To delegate to Officers responsibility for approving and finalising entry into the CPCA's SPF Grant Funding Agreement; and
- 3.3 To note that a further report will be presented to Cabinet for approval of the detailed proposals in relation to the procedures and documentation associated with the onward administration of the funding.

Wards Affected	All
Forward Plan Reference	KEY/15DEC22/01
Portfolio Holder(s)	Cllr Ian Benney
Report Originator(s)	Anna Goodall, Assistant Director Simon Jackson, Economic Growth Manager
Contact Officer(s)	Simon Jackson, Economic Growth Manager
Background Papers	UK Shared Prosperity Fund: prospectus - GOV.UK (https://www.gov.uk/government/publications/uk-shared- prosperity-fund-prospectus/uk-shared-prosperity-fund- prospectus)

Report:

1 BACKGROUND AND INTENDED OUTCOMES

- 1.1 The following five Fenland Shared Prosperity Fund (SPF) projects were approved by Cabinet at its meeting held on 11th July 2022:
 - Investment in Business £908k (BUS7)
 - Amplifying Community Arts and Culture £120k (COM14)
 - Increase in ASB issues across Wisbech £34k (COM 10)
 - Safer Wisbech Addressing perceptions of low-level crime and ASB in Wisbech £50k (COM13
- 1.2 The projects were submitted by the CPCA to the Department for Levelling Up, Housing and Communities (DLUHC) have now been approved by DLUHC. The total amount of funding allocated for Fenland is £1.299m.
- 1.3 At its meeting held on 11th July 2022 the Cabinet agreed to recommend £131k of funding be allocated as FDC's contribution to deliver the CPCA area wide skills projects. A further £4k of funding has been allocated to fund an area wide Police & Crime Commissioner (PCC) project focused on fly tipping. The Council will enter into an agreement with the CPCA and PCC regarding the delivery of these projects including expected outcomes.
- 1.4 A 4% administration fee will be shared between the CPCA and the Council (£52k). As FDC will be primarily responsible for the delivery of a significant majority (by number and by value) of the SPF projects, it is expected that the administration fee will be shared between the CPCA and FDC accordingly.

1.3 Therefore, the total SPF budget for Fenland only projects is £1,112m

2 REASONS FOR RECOMMENDATIONS

- 2.1 The three-year SPF allocated for Fenland only projects will be paid on an annual basis by DLUHC to the CPCA. In accordance with the Draft Funding Agreement (Appendix One) the District Council will claim in monthly arrears the funding for each of the five projects from the CPCA.
- 2.2 The Grant Funding agreement with the CPCA is currently in draft form with some aspects under negotiation however it is our expectation that these will be satisfactorily resolved.
- 2.3 As the District Council is accepting SPF funding from the CPCA a decision is required to accept the funding and in order to comply with constitutional requirements. Once these arrangements are in place and in order that the onward transmission of the funding is appropriately determined and recorded, separate procedures and documentation will be drawn up and presented to Cabinet for approval at the earliest future opportunity.

4 CONSULTATION

4.1 Engagement with partners and evaluation on current projects such as Growth Works and Growth HUB Start & Grow pilot has enabled external views and policies to be incorporated into the SPF projects.

5 ALTERNATIVE OPTIONS CONSIDERED

5.1 The UKSPF is a specific funding opportunity with no comparable alternative options. Acceptance of the funding provides an opportunity to deliver the outcomes specified in the bid documentation and previously presented to Cabinet for approval. Entry into the CPCA's SPF Grant Funding Agreement is a requirement of receiving the funding and has been subject to appropriate legal oversight to ensure that Fenland District Council's position is adequately protected.

6 IMPLICATIONS

6.1 Legal Implications

6.1.1 The proposals set out in this Report reflect the requirement set out at Part 3, Table 5, paragraph 10 of the Fenland District Council's Constitution which provides requires that Cabinet authorises the allocation of external funding awarded to the Council and entry into the associated financial and legal agreements valued at £500,000 and above.

- 6.1.2 The CPCA's SPF Grant Funding Agreement is a standard document with ongoing negotiation taking place in relation to the fund specific clauses relating to this particular arrangement. Presently it is considered that resolution of these final points will be achieved and the Agreement will be fit for purpose from a legal perspective.
- 6.1.3 Receipt of the funding having now been confirmed and subject to Cabinet's agreement of the recommendations set out in this Report, it is now appropriate for officers to finalise the associated processes and documentation necessary to ensure that the future administration of the funding is transparent and complies with Fenland District Council's general legal and governance obligations to include procurement and subsidy control.

6.2 **Financial Implications**

- 6.2.1 The SPF is external funding that FDC has been successful in securing via the CPCA from Central Government and as such whilst FDC will be responsible for administering the various projects there are no significant implications for the FDC budget. A further report to Cabinet will set out the proposed procedures and documentation required to provide for the appropriate oversight and reporting in relation to the future administration of the funding.
- 6.2.2 It is currently being assumed that there will be no carry over of the SPF funds allocated for 2022-23 into 2023-24. The CPCA are awaiting a decision on the possibility of carry over from DLUHC. The approval for SPF projects in the CPCA area was only given by DLUHC in December 2022 and at the time of writing this report, the Grant Funding Agreement with CPCA and the Council is still in draft form. All these factors create a risk that some or all of the £133k of SPF funding may not be utilised. All of the Fenland SPF project leads are aware of this risk and are undertaking mitigating actions.
- 6.2.3 At the Cabinet meeting held on 11th July 2022, it was stated in the Investment in Business project summary that administrative support would be provided to assist North Cambridge Place Development Board in delivering its role within this project. Funding of £150k over the 2.5 year duration of the project to provide a full time role to sit within the Economic Growth Team will be fully funded by the SPF.

6.3 Equality Implications

6.3.1 All individual projects and services have been assessed to ensure equality of access, etc.

6.4 [Any Other Relevant Implications]

6.4.1 [Summarise here any implications related to this item using the checklist attached as guidance].

7 SCHEDULES

Schedule One – Draft Grant Funding Agreement with CPCA

SCHEDULE [NUMBER] Draft Grant Funding Agreement with CPCA



Dated:

GRANT FUNDING AGREEMENT in respect of the UK Shared Prosperity Fund

and more specifically [insert details of the project]

between

(1) CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

- and -

(2) <mark>XXXXXX</mark>

Contonto

Contents	

<u>1.</u>	Definitions	2
<u>2.</u>	Purpose of Grant	6
<u>3.</u>	Pre-Condition of Funding	7
<u>4.</u>	Payment of Grant	7
<u>5.</u>	Mechanics and Payment of Funding	7
<u>6.</u>	Final Reconciliation	8
<u>7.</u>	Use of Grant	8
<u>8.</u>	Accounts and records	9
<u>9.</u>	Monitoring and reporting	10
<u>10.</u>	Acknowledgment and publicity	11
<u>11.</u>	Events of Default	12
<u>12.</u>	Intellectual Property Rights	13
<u>13.</u>	Confidentiality	13
<u>14.</u>	Freedom of information	14
<u>15.</u>	Data protection	14
<u>16.</u>	Withholding, suspending and repayment of Grant	15
<u>17.</u>	Anti-discrimination	16
<u>18.</u>	Human rights	16
<u>19.</u>	Limitation of liability	17
<u>20.</u>	Warranties	17
<u>21.</u>	Insurance	18
<u>22.</u>	Duration	18
<u>23.</u>	Termination	19
<u>24.</u>	Assignment	19

25. <u>Waiver</u> 19

Clause

26. Notices 19

27. Dispute	resolution	19
28. No part	nership or agency	20
29. Joint an	id several liability	20
30. Contrac	ts (Rights of Third Parties) Act 1999	20
31. Govern	ing law	20
33. Entire a	greement	21
Schedule 1	The Project	22
Schedule 2	Qualifying Expenditure Plan	23
Schedule 3	Payment Schedule	24
Schedule 4	Claim Form	25
Schedule 5	Breakdown of Grant	30

Schedule 6	Monitoring Form	
<u>Schedule 7</u>	Project Change Request Form	
<u>Schedule 8</u>	Variation to Agreement Form	
<u>Schedule 9</u>	Budget Sheet	
Schedule 10	Progress Report	
Schedule 11	Project Closure Report	

Between:

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

XXXXXXX, [RELEVANT DETAILS OF LEGAL STRUCTURE], whose principal address is at

<mark>XXXXXXXXXXXXXXX</mark> ("Recipient"),

Each individually a "Party" and together the "Parties".

Background

- (A) The CPCA has bid for and has been successfully approved by the Secretary of State for Levelling Up, Housing and Communities ("DLUHC") for an amount of funding from the UK Prosperity Fund (UKSPF) allocation to help the local authorities within its area to support the UK government's wider commitment to level up all parts of the UK by delivering on each of the levelling up objectives.
 - Boost productivity, pay, jobs and living standards by growing the private sector, especially in those places where they are lagging
 - Spread opportunities and improve public services, especially in those places where they are weakest
 - Restore a sense of community, local pride and belonging, especially in those places where they have been lost
 - Empower local leaders and communities, especially in those places lacking local agency

The primary goal of the UKSPF is to build pride in place and increase life chances across the UK. This aligns with Levelling Up White Paper missions, particularly: 'By 2030, pride in place, such as people's satisfaction with their town centre and engagement in local culture and community, will have risen in every area of the UK, with the gap between the top performing and other areas closing.'

- (B) CPCA will pay sums of grant funding money to the district councils and unitary authority within its area.
- (C) CPCA has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (D) The payment of the grant funding by DLUHC and subsequently by CPCA is conditional on the terms of the MOU between DLUHC and CPCA and the Recipient delivering the Project accordance with the terms and conditions of this Agreement and the Planned Delivery Forecast.
- (E) This Agreement sets out the terms and conditions on which the Grant is made by CPCA to the Recipient.
- (F) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

(i) Definitions

- (a) In this Agreement the following terms shall have the following meanings:
 - (i) Application Form means the application form submitted by the Recipient to CPCA which is set out at Schedule 1.
 - (ii) Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
 - (iii) **Budget Sheet** means the budget sheet at Schedule 9.
 - (iv) **Claim Form** means the form at Schedule 4.
 - (v) **Commencement Date** means [START DATE].
 - (vi) **Data Controller**: has the meaning set out under Data Protection Legislation.
 - (vii) **Data Processor:** has the meaning set out under Data Protection Legislation.
 - (viii) **Data Subject:** has the meaning set out in Data Protection Legislation.

- (j) Data Protection Legislation means all applicable data protection legislation and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications including by not limited to the guidance and codes of practice issued by the Information Commissioner or the relevant regulatory authority and which are applicable to a party.
- (k) EIRs means the Environmental Information Regulations 2004 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (ix) Events of Default means any of the events described in clause 11.
- (x) **Excluded Expenditure** means Project costs for which the Recipient cannot make a Claim as set out in the Qualifying Expenditure Plan.
- (xi) 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.
- (xii) **Grant** means the monies paid to the Recipient in accordance with this Agreement.
- (xiii) Grant Period means the period for which the Grant is awarded starting on the Commencement Date and ending on [DATE BY WHICH THE GRANT MUST BE SPENT].
- (xiv) Intellectual Property Rights means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- (xv) Know-How means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

- (xvi) Market Value means the price at which a product or service could be sold in a competitive, open market.
- (xvii) Maximum Sum means £XXXXX.
- (xviii) Monitoring means the requirements to provide information relating to the outcomes and outputs of the Project as described in clause 9 and using the form in Schedule 6.
- (xix) Monitoring End Date means XXXXXX.
- (xx) Personal Data means shall have the same meaning as set out in the Data Protection Legislation.
- (xxi) **Planned Delivery Forecast** means the planned delivery forecast set out in Schedule 1.
- (xxii) **Progress Report** means the progress report at Schedule 10.
- (xxiii) **Prohibited Act** means:
 - offering, giving or agreeing to give to any servant of CPCA any gift or consideration of any kind as an inducement or reward for:
 - doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with CPCA; or
 - showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with CPCA;
 - entering into this Agreement or any other contract with CPCA where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to CPCA;

committing any offence:

under the Bribery Act;

under legislation creating offences in respect of fraudulent acts; or at common law in respect of fraudulent acts in relation to this Agreement or any other contract with CPCA; or

defrauding or attempting to defraud or conspiring to defraud CPCA.

- (xxiv) **Project** means the project described in Schedule 1.
- (xxv) Project Change Request means any request to CPCA for changes to the Project including, but not limited to, Project outcomes, outputs, and timescales for a change using the form at Schedule 7 which must be completed.
- (xxvi) Project Closure Report means the project closure and lessons learnt report using the template at Schedule 11.
- (xxvii) **Project Manager** means the individual who has been nominated to represent CPCA for the purposes of this Agreement.
- (xxviii) Qualifying Expenditure means the costs set out in the Qualifying Expenditure Plan which CPCA is satisfied either have been or will be reasonably and properly incurred by the Recipient on the Project and which does not include Excluded Expenditure.
- (xxix) Qualifying Expenditure Plan means the plan set out at Schedule 2 to be produced by the Recipient prior to the first Claim and updated annually thereafter and on each occasion as approved by CPCA.
- (xxx) Regulatory Body means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the National Audit Office, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of CPCA.
- (xxxi) **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).
- (xxxii) **Subsidy** has the meaning set out in the definition of 'subsidy' in the TCA, or the Subsidy Control Act 2022, as applicable.
- (xxxiii) **Subsidy Rules** means all laws of the United Kingdom limiting Subsidy, including the European Union (Future Relationship) Act 2020, any relevant

secondary legislation and any other Law which replaces, supersedes, implements, or retains the law embodied in Articles 107 - 109 of the Treaty for the Functioning of the European Union and any relevant primary or secondary legislation in relation to the United Kingdom (whether in whole or part), including the Subsidy Control Act 2022, as a result of the United Kingdom ceasing to be a member state of the European Union.

- (xxxiv) 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.
- (xxxv) TCA means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part, signed on 30 December 2020, including such amendments as are agreed between the parties from time to time.
- (xxxvi) **UK GDPR** means General Data Protection Regulation ((EU) 2016/679).
- (xxxvii) **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.

(ii) Purpose of Grant

- (a) The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of CPCA.
- (b) The Recipient shall not make any significant change to the Project without CPCA's prior written agreement. A Project Change Request Form must be completed as described in Schedule 7 and submitted for formal approval to CPCA's combined authority board or any such authorising body of CPCA. A Variation to Agreement Form as described in Schedule 8 shall also be completed if required by CPCA.
- (c) Where the Recipient intends to apply to a third party for other funding for the Project, it will notify CPCA in advance of its intention to do so and, where such funding is obtained, it will provide CP
- (d) CA with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the

Project or any related administration costs that CPCA is funding in full under this Agreement.

(iii) Pre-Condition of Funding

(a) The Recipient will not make any claim and CPCA will not be liable to make available any monies unless CPCA is satisfied that no Event of Default is continuing or would result from the provision of any proposed monies. For the avoidance of doubt, this requirement cannot be waived.

(iv) Payment of Grant

- 4.1 Subject to clause 16, CPCA shall pay the Grant to the Recipient monthly in arrears in accordance with Schedule 3, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that CPCA has available funds.
- 1.2 No Grant shall be paid unless and until CPCA is satisfied that such payment has been used for proper expenditure in the delivery of the Project and the Recipient has complied with its obligations in clause 9.
- (a) The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project. The Recipient shall be liable to cover any overspend costs.
- 4.4 The Recipient may forward spend but shall not be able eligible to claim for that forward spend until the period in which it is applicable.
- 1.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of CPCA.
- (b) The Recipient shall promptly repay to CPCA any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

(v) Mechanics and Payment of Funding

- (a) Each claim by the Recipient must:
 - (i) be submitted quarterly in arrears on a Claim Form signed by the Recipient's chief financial officer;
 - (ii) be accompanied by receipts to the value of the claim excluding VAT;

- (iii) relate to Qualifying Expenditure for which the Recipient has not submitted any other Claim or received any other funding;
- (iv) accord with the Qualifying Expenditure Plan or be accompanied by evidence to the satisfaction of CPCA to justify any deviation; and
- (b) CPCA will pay claims from the Recipient in respect of Qualifying Expenditure within 28 Working Days of receipt of a valid claim.

(vi) Final Reconciliation

- (a) The Recipient will provide CPCA with a warranted statement that the monies actually expended were equal or greater than the estimated costs and if less will immediately return of any reduced costs/savings to CPCA.
- (b) If there is any dispute about the reconciliation, the Recipient will upon written request by CPCA provide CPCA and their accountants with open book accounts of the costs of the Project.
- (c) If CPCA reasonably believes the actual costs are materially less than the estimated costs they will notify the Recipient who will negotiate with CPCA in good faith to resolve the issue.
- (d) If the issue is not resolved within 3 months then CPCA may take such further action as it deems necessary including appointing an expert to deal with the matter and the Recipient shall fully cooperate with the expert and their directions.
- (e) Where the information provided pursuant to clause 6.3 shows:
 - (i) that the total cost of the Project was less than the anticipated total cost of the Project and/or
 - that the total Market Value of the Project is more than the anticipated market value of the Project as set out in the Application Form,

then CPCA shall be entitled to recover Funding paid to the Recipient in accordance with the compensation provisions set out in Clause 4.6 and/or in Schedule 1.

(vii) Use of Grant

- (a) The Grant comes from public funds and the Recipient will not use the Grant in a way which constitutes unlawful Subsidy.
- (b) The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 5. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of

expenditure listed in column 1 of Schedule 5 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of CPCA.

- (c) Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 5 together with a clear description of what that funding shall be used for.
- (d) The Recipient shall not use the Grant to:
 - (i) purchase buildings or land; or
 - (ii) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by CPCA.

- (e) The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period. Any money spent after the expiry of the Grant Period shall come from the Recipient's funds.
- (f) Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to CPCA or, if agreed in writing by CPCA, shall be entitled to retain the unspent monies to use for public sector purpose agreed between the parties.
- (g) Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from CPCA for this purpose.
- 7.8 The Recipient shall ensure compliance with its statutory obligations under the public sector equality duty set out at s149 of the Equality Act 2010.

(viii) Accounts and records

- (a) The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- (b) The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- (c) The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. CPCA shall have the

right to review, at CPCA's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

- (d) The Recipient shall provide CPCA with a copy of its annual accounts within six months (or such lesser period as CPCA may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- (e) The Recipient shall comply and facilitate CPCA's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and CPCA.

(ix) Monitoring and reporting

- 9.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 1.2 The Recipient shall provide CPCA with a Budget Report and an operational report on its use of the Grant and delivery of the Project every month. The Recipient shall provide CPCA with each report within first week of the following month to which the report relates.
- In the event that that Recipient has not supplied the necessary reports to CPCA within the specified timescale or has supplied reports which are not to its satisfaction then CPCA reserves the right to suspend all future funding payments unless and until CPCA is satisfied that progress is being made.
- (b) Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- (c) Along with its first quarterly financial report, the Recipient shall provide CPCA with a risk register and insurance review in the format provided by CPCA. The Recipient shall address the health and safety of its staff in the risk register.
- (d) The Recipient shall on request provide CPCA with such further information,
 explanations and documents as CPCA may reasonably require in order for it to
 establish that the Grant has been used properly in accordance with this Agreement.
- (e) The Recipient shall permit any person authorised by CPCA such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

- (f) The Recipient shall permit any person authorised by CPCA for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, CPCA considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- (g) The Recipient shall provide CPCA with a Project Closure Report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.
- 9.10 CPCA will monitor the Project for a period of 6 months after completion or until all project outcomes have been achieved.

(x) Acknowledgment and publicity

- (a) The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of CPCA as the source of the Grant.
- (b) The Recipient shall not publish any material referring to the Project or CPCA without the prior written agreement of CPCA. The Recipient shall acknowledge the support of CPCA in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by CPCA) shall include CPCA's name and logo (or any future name or logo adopted by CPCA) using the templates provided by CPCA from time to time.
- (c) In using CPCA's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by CPCA from time to time.
- (d) The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by CPCA.
- (e) CPCA may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- (f) The Recipient shall comply with all reasonable requests from CPCA to facilitate visits, provide reports, statistics, photographs and case studies that will assist CPCA in its promotional and fundraising activities relating to the Project.
- 10.7 The Recipient shall comply with the guidance on the Branding and Communication associated with UKSPF projects in the UKSPF Additional Information (<u>UK Shared</u> <u>Prosperity Fund: branding and publicity (6) GOV.UK (www.gov.uk)</u>).

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

(xi) Events of Default

- (a) An Event of Default occurs where:
 - (i) any pre-conditions listed in clause 3.1 are not met (or waived by CPCA);
 - (ii) any breach of any representation or warranty (when made or repeated) by the Recipient pursuant to this Agreement;
 - (iii) the Project has not been carried out:

in compliance with all relevant statutory requirements;

- in a good and workmanlike manner and in accordance with good industry practice; and/or
- (iii) in accordance with the Application Form including but not limited to the timescales set out therein;
- (iv) the Recipient is Insolvent;
- (v) the Recipient undergoes a Change of Control which either does or (in the reasonable opinion of CPCA) is likely to have a material adverse impact on the Recipient's performance of its obligations under this Agreement and/or delivery of the Project in accordance with this Agreement;
- (vi) the Recipient and/or any contractor does not have sufficient funds or resources available to complete the Project in accordance with this Agreement and/or the relevant works contract;
- (vii) any enforcement action is taken, or other right is enforced in relation to the Recipient, any contractor, and/or the Project; or
- (viii) there is a material breach of this Agreement which, if capable of remedy, has not been remedied within 30 days of CPCA notifying the Recipient of the breach and requesting remedy; and/or
- (ix) the Recipient has committed any default (however described) or any other event entitling CPCA to terminate or demand repayment of any amount advanced to the Recipient under any other agreement.

12 Intellectual Property Rights

- 12.1 CPCA and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either CPCA or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 12.2 Where CPCA has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by CPCA.

13. Confidentiality

- (b) Subject to clause 14 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
 - (i) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (ii) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (iii) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

(xii) Freedom of information

- (a) Each party acknowledges that the other party is subject to the requirements of FOIA and the EIRs.
- (b) Each party shall:
 - provide all necessary assistance and cooperation as reasonably requested by the other party to enable the other party to comply with its obligations under the FOIA and EIRs;
 - transfer to the other party all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - (iii) provide the other party with a copy of all information belonging to the other party requested in the request for information which is in its possession or control in the form that the other party requires within 5 working days (or such other period as the other party may reasonably specify) of the other party's request for such information; and
 - (iv) not respond directly to a request for information unless authorised in writing to do so by the other party.
- (c) Each party acknowledges that the other party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The other party shall take reasonable steps to notify the first party of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the other party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

(xiii) Data protection

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

(xiv) Withholding, suspending and repayment of Grant

- (a) CPCA's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to CPCA's other rights and remedies, CPCA may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - the Recipient uses the Grant for purposes other than those for which it has been awarded;
 - the delivery of the Project does not start within 3 months of the
 Commencement Date and the Recipient has failed to provide CPCA with a reasonable explanation for the delay;
 - (iii) CPCA considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (iv) the Recipient is, in the reasonable opinion of CPCA, delivering the Project in a negligent manner;
 - (v) the Recipient obtains duplicate funding from a third party for the Project in breach of clause 2.3;
 - (vi) the Recipient obtains funding from a third party which, in the reasonable opinion of CPCA, undertakes activities that are likely to bring the reputation of the Project or CPCA into disrepute;
 - (vii) the Recipient provides CPCA with any materially misleading or inaccurate information;
 - (viii) the Recipient commits or committed a Prohibited Act;
 - (ix) any employee or volunteer of the Recipient has:
 - acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or

taken any actions which, in the reasonable opinion of CPCA, bring or are likely to bring CPCA's name or reputation into disrepute;

 (x) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

- (xi) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- (xii) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
- (xiii) repayment or recovery is required under or by virtue of Subsidy Rules.
- (b) CPCA may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to CPCA.
- (c) The Recipient shall make any payments due to CPCA without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- (d) Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify CPCA as soon as possible so that, if possible, and without creating any legal obligation, CPCA will have an opportunity to provide assistance in resolving the problem or to take action to protect CPCA and the Grant monies.

(xv) Anti-discrimination

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

(xvi) Human rights

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

(xvii) Limitation of liability

- (a) CPCA accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless CPCA, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- (b) Subject to clause 19.1, CPCA's liability under this Agreement is limited to the payment of the Grant.

(xviii) Warranties

- (a) The Recipient warrants, undertakes and agrees that:
 - (i) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
 - (ii) it has not committed, nor shall it commit, any Prohibited Act;
 - (iii) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify CPCA immediately of any significant departure from such legislation, codes or recommendations;
 - (iv) it shall comply with the requirements of the Health and Safety at Work etc.
 Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - (v) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - (vi) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

- (vii) all financial and other information concerning the Recipient which has been disclosed to CPCA is to the best of its knowledge and belief, true and accurate;
- (viii) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (ix) it is not aware of anything in its own affairs, which it has not disclosed to CPCA or any of CPCA's advisers, which might reasonably have influenced the decision of CPCA to make the Grant on the terms contained in this Agreement; and
- since the date of its last accounts there has been no material change in its financial position or prospects.

(xix) Insurance

- (a) The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- (b) The Required Insurances referred to above include (but are not limited to):
 - public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
 - (ii) employer's liability insurance with a limit of indemnity of not less than
 [five] million pounds (£5,000,000) in relation to any one claim or series of
 claims arising from the Project.
- (c) The Recipient shall (on request) supply to CPCA a copy of such insurance policies and evidence that the relevant premiums have been paid.

(xx) Duration

Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

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

(xxi) Termination

 (a) CPCA may terminate this Agreement and any Grant payments on giving the Recipient two months' written notice should it be required to do so by DLUHC, financial restraints or for any other reason.

(xxii) Assignment

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

(xxiii) Waiver

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

(xxiv) Notices

(a) All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

(xxv) Dispute resolution

- In the event of any complaint or dispute (which does not relate to CPCA's right to withhold funds or terminate arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by CPCA from time to time.
- 27.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to Steve Clark, the Senior Responsible Officer of CPCA and the Director of the relevant department of the

Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by CPCA and the Recipient.

13.3 In the absence of agreement under clause 27.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

(xxvi) No partnership or agency

(a) This Agreement shall not create any partnership or joint venture between CPCA and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

(xxvii) Joint and several liability

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

(xxviii) Contracts (Rights of Third Parties) Act 1999

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

(xxix) Governing law

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

32. Subsidy Rules

32.1 The Grant is subject to the Subsidy Rules and the Recipient confirms it has received independent legal advice in this regard including legal advice concerning the terms and effects of this Agreement and in particular on the implications of any determination that any assistance received by the Recipient under this Agreement represents a Subsidy. The Recipient acknowledges and agrees that CPCA accepts no liability and makes no assurance that the funding is compliant with the Subsidy Rules. In the event that the Grant is adjudged to constitute unlawful Subsidy the Recipient agrees to make any necessary repayment and shall indemnify and save harmless the Funder against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the Grant or any part of it constituting unlawful Subsidy. This provision of this Clause 32 shall survive termination of this Agreement, however arising for a period of five years from the date of this Agreement.

- 32.2 In the event the Recipient appoints or instructs a sub-recipient to assist with the delivery of any part of the Project, the Recipient shall:
 - (a) assess and address the issue of Subsidy (in the absence of a procurement compliant with UK requirements and the Recipients own internal processes); and
 - (b) where the Recipient considers Subsidy to apply, it shall ensure that the Subsidy Rules and the requirements in any applicable exemption are fully complied with and for the avoidance of doubt the Recipient shall refrain from granting any funding that constitutes illegal Subsidy; and
 - (c) ensure suitable clawback provisions are included in any agreement between the Recipient and the sub-recipient, to apply in the event any aid is adjudged to be illegal Subsidy and/or amounts to aid which overcompensates the Sub-Recipient for the goods/services obtained.
- 32.3 In the event that the Recipient alters the Project or any part of the Project, either with or without the prior approval of CPCA, then the Recipient shall:
 - (a) consider the potential Subsidy implications of that alteration; and
 - (b) take all necessary steps to ensure that any alteration is compliant with the Subsidy Rules; and
 - (c) shall notify CPCA of any alterations with Subsidy implications (whether actual or potential) and the nature of such implications as soon as possible upon becoming aware of the Subsidy implications.

33. Entire agreement

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

Schedule 1 The Project

Qualifying Expenditure Plan

Payment Schedule

Amount of Grant Payable	Condition for Payments	Date of Payment

Payment Terms

Net thirty (30) days from date of receipt of the Payment Schedule from the ESFA.

Payment Method

Payments to be made by the CPCA to the Recipient under this Agreement shall be paid by direct transfer to the bank account nominated

Claim Form



CPCA CLAIM AND MONITORING FORM

1. CLAIM DETAILS

Project Title			
Month / Quarter / Period that this claim refers to		;	
Funding Recip	ient Organisatio	n	
Address			
Postcode			
Email			
Telephone			
Date of Fundir	ng Agreement		
Project Start D	Date		
Project End Da	ate		
Maximum am approved	ount of grant / l	oan	
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.

3. Highlight Report

Have there been, or are there likely to be, any changes in the nature, scale or timing of the project?	
Are the project costs likely to vary? If so, in what way? Please indicate how you are planning to bring the project back within budget.	
Products / activities planned for next period:	
Major Issues Update or changed or newly identified risks:	

4. 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			

5. - TO BE COMPLETED BY CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY:

Highlight report(s) completed.	
Changes to project satisfactorily explained (where necessary).	
Have all sections of the claim form been completed?	
CPCA Office to confirm which programme/grant applies to this project:	

To be completed by CPCA Project Manager:

I certify that where grant/loan has been claimed that the project is progressing to my satisfaction and to agreed timescales/has been completed satisfactorily, and this claim is in order for payment.

Signed:	
Name in block letters:	
Date:	

To be completed by CPCA Finance:

I certify that the costs of this claim are fair and the supporting documentation is sufficient to evidence the grant/loan amount being claimed.

Signed:	
Name in block letters:	
Date:	

To be completed by S151 or authorised representative:

As, or on behalf of, the Chief Financial Officer for the Cambridgeshire and Peterborough Combined Authority, based on the assurances provided above, I certify that the project is progressing to my satisfaction/has been completed satisfactorily, and this claim is in order for payment.

Signed:	
Name in block letters:	
Date:	

To be completed by CEO or Monitoring Officer where needed:

Per the assurance provided by the Section 151 officer's authorised representative I approve this claim for payment.

Signed:	
Name in block letters:	
Date:	

Breakdown of Grant

Budget (in UK Sterling)

Monitoring Form



Project de	etails				
Project Nam	ie				
Funding Rec	ipient	Organisation			
Project Man	ager		Director		
Start Date			Planned E	nd 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							
Apprenticeships								
Areas of new or improved learning/training floorspace								
GVA								
Housing Units Facilitated								

Jobs Safeguarded (fte)				
New Commercial Floorspace (m2)				
New Jobs Created (fte)				
New Transport Infrastructure (km				
Temporary Jobs (eg. Construction) (fte)				
Other				

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?

Project Change Request Form



Project Change Request Form

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

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

The Change Request will be considered in line with the agreed parameters and delegations and may need to be referred to the Combined Authority Board, depending on the level of change being requested. Change should not be implemented until Project Board/CPCA approval is obtained and, if necessary, the Variation to Agreement in Schedule 8 is completed.

	Details of change request	
Project Name		
Project Manager	Project Director	Date of change request
Details of change requested and impac	t to project	
Reason for change		
Other entions considered		
Other options considered		
Costs/impacts of implementing the cha	ange	

Risk of implement	ing the change and reviewers cons	idering the change
	se include the name of the person a ager, Project/Programme Manager	nd job title with a signature (this can be electronic) etc
Name and Job Tit	le	Signature
	Decisions/appr	roval for change
CPCA Director dec	ision	
Name of Director:		
Decision:		
Signature:		
Date of Decision:		
	Board decision (if applicable)	
Decision:		
Date of Decision:		
CPCA Board decision	on (If applicable)	
Decision:		
Date of Decision:		

Please save evidence of approvals into the project folder on SharePoint

Variation to Agreement Form

Agreement Title:	Grant Funding Agreement in respect of [insert details]

/ariation No: Date

BETWEEN:

Cambridgeshire and Peterborough Combined Authority and XXXX

The Agreement is varied as follows:

[INSERT DETAILS OF VARIATION]

Start Date:

Extension of Time/Proposed Completion Date:

Costs:

The Agreement including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

Signed:

for and on behalf of Cambridgeshire and Peterborough Combined Authority

Name: Position: ..

Date:

Signed:

for and on behalf of XXXX

Name:

Position:

Date:

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

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

Title:	Signature
Name IN CAPITALS	

)

)

)

Title:	Signature
Name IN CAPITALS	

Authorised Signatories

EXECUTED AS A DEED by

XXXX

acting by:

DIRECTOR	Signature
Name IN CAPITALS	

-or-

SIGNED:

Signed:
for and on behalf of Cambridgeshire and Peterborough Combined Authority
Name:
Position:

Date:

Signed:

for and on behalf of XXXX

Name:

Position:

Date:

Budget Sheet

Progress Report

Project Closure Report