



# City of York Council

## UK Shared Prosperity Fund: Assurance Framework

### INTRODUCTION

This document sets out how the Government's UK Shared Prosperity Fund, allotted to City of York and with City of York Council as the accountable body and lead authority, will be managed and governed.

It has been prepared taking into account Government Guidance, as well as the corporate governance and compliance policies and procedures of City of York Council (the Council), and on the advice of expert teams within the local authority.

This document will be continually updated to reflect new Government Guidance and any legislative changes which take place during the duration of the UK Shared Prosperity Fund Programme. Any changes will be reported to the York UK SPF Partnership Board and the City of York Council Executive Member as appropriate.

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## OVERVIEW

1. Launched in April 2022, the UK SPF is a central pillar of the UK government's Levelling Up agenda. It replaces the EU Structural Funds and will provide £2.6 billion of new funding for local investment by March 2025. York has been allocated £5,107,510.
2. In September 2022 Government announced a further element of UK SPF funding to address the particular needs of rural communities and businesses through the Rural England Prosperity Fund (REPF). York has been allocated £400,000 for capital spend in areas of York defined as rural by DEFRA.
3. The total UK SPF allocation specifically for York is thus £5,507,510. This is for a three year programme period and is apportioned as follows:
  - Year 1: £619,843 (of which £64,464 is capital)
  - Year 2: £1,339,687 (of which £161,160 is capital and £100,000 is REPF)
  - Year 3: £3,447,980 (of which £675,000 is capital and £300,000 is REPF)
4. The UK SPF supports the UK Government's wider commitment to level up all parts of the UK by delivering on each of the levelling up objectives. Specifically:
  - 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
5. The purpose, criteria and expected format of the UK Shared Prosperity Fund were set out by Government in the [UK SPF Prospectus](#). (last updated August 2022)

## LOCAL ASSURANCE PROCESSES

6. In accordance with the Government's UK SPF Guidance, the Council as accountable body must follow its local assurance processes in the assessment and consideration of each individual application received.
7. Each decision made will be supported by documented evidence outlining rationale.
8. Several strands of assurance will safeguard decision making and allocation of funding for UK SPF in York. This may be in combination, or individually, as follows:
  - UK SPF Partnership Board
  - Elected Council Members
  - Corporate Management Team/ senior Council officers

- The Economy Team
9. City of York Council specialists who may be involved in the local assurance of the UK SPF Programme include:
- Legal
  - Finance
  - Internal Audit
  - Procurement
  - Information Governance/ Data Protection
  - Economy and Regeneration Team

## **KEY STAKEHOLDERS**

### **Role of the Council**

10. The Council is the lead authority and accountable body for the UK SPF Programme in York, and as such has a broad remit in terms of roles and responsibilities. As a minimum these are:
- provide a delivery team for the whole Programme and facilitate delivery arrangements for successful UK SPF projects
  - ensure that all Government updates on the UK SPF process are completed and returned as required
  - ensure decisions made by Board are made in accordance with good governance principles
  - ensure transparency requirements are met through publication of information on its website
  - create a fair and equitable application process for each intervention
  - assess each application, ensuring due diligence and adherence to the objectives set out for Government in the original Investment Plan
  - provide support to the Board and any sub-boards or panels
  - offer reasonable independent support to successful applicants in the development of agreed projects
  - monitor and evaluate the delivery of individual projects
  - provide reports and updates to the Government as per the timetable led by the Department for Levelling Up, Housing and Communities (DLUHC)
  - provide a formal approval process through senior officer sign off the Executive Member process
  - receive and disseminate, through formal funding agreements, all project UK SPF monies
  - co-ordinate and agreed project delivery timescales on behalf of successful applicants
  - use data from organisations within the parameters of the Council's Data Protection and Information protocols, providing Privacy Notices as appropriate
  - ensure adherence to UKSPF branding and communications guidelines?
  - Work with DLHUC selected third-party evaluators where appropriate?
  - Ensure procurement and Subsidy Control guidance is followed

- Determine whether to commission, seek bids for external delivery or deliver ourselves and then procure project delivery following CPRs
- Deliver our own projects
- Liaise with the North Yorkshire SPF programme to ensure as smooth a transition as possible to a combined programme through the MCA from April 2025 onwards.
- Support the development of a pipeline of projects for future delivery, subject to continued Government funding

### **City of York UK Shared Prosperity Fund Partnership Board**

11. A UK Shared Prosperity Fund Partnership Board has been established for York in accordance set out in the Government-provided criteria.
12. The York UK Shared Prosperity Fund Partnership Board is not formally constituted but is a multi-organisation body designed to provide strategic oversight, leadership, consensus and direction to the allocation, process and administration of the UK Shared Prosperity Fund in York.
13. As per the recommended guidance, private, public and voluntary sectors, working in partnership with the Council. partners on the Board include:
- Representatives from the lead local authority
  - Local businesses and investors
  - Business support providers or representatives, including sectoral representatives relevant to York
  - LEP and strategic body representatives
  - Voluntary, sector social enterprise and civil society organisations
  - Employment experts and providers
  - Nature, environmental or associated representatives
  - Public health representatives
  - Police and crime representatives
  - Local MPs
14. The UK SPF Board are bound by agreed Terms of Reference. (**See Annex 1**)
15. As an independent entity, York's UK Shared Prosperity Fund Partnership Board align themselves with the corporate governance standards and policies of the Council including whistleblowing, anti-bribery, conflicts of interest, scrutiny, complaints, and compliance with the General Data Protection Regulations (including Privacy) and transparency of decision making.

## **CORE DOCUMENTS**

### **City of York UK SPF Investment Plan**

16. City of York Council's Investment Plan was developed in partnership with local stakeholders and as agreed by the York UKSPF Partnership Board and the Executive Member, for the new

UK Shared Prosperity Fund (UKSPF) at the Executive Decision Session for Finance and Major Projects on 17th October 2022.

<https://democracy.york.gov.uk/documents/s162802/UKSPF%2010th%20October%20EMDS%20FINAL.pdf>

17. This sets out the interventions agreed for York, and the challenges and opportunities behind the rationale, and is supported by two annexes, one outlining allocation of funding to each intervention in an [Investment Plan Funding Summary](#) and other setting out a [detailed list of Investment Plan items](#).
18. This was approved by Government in December 2022 and a Memorandum of Understanding was agreed in January 2023. This is attached as **Annex 2**.
19. It is these guiding principles to which the Council will adhere during the decision-making process and in discharging their role as lead authority.
20. In extraordinary circumstances – those which are deemed to constitute *material (or fundamental) change* – the minor elements of the Investment Plan may be amended, but process will require input from senior Council Officers and the Partnership Board, as well as an acceptance of the changes by Government.

## APPLICATION PROCESS AND APPRAISAL

### Methodology and rationale

21. Most UK SPF applications will be subject to an open call commissioning process, where proposals are in direct competition with each other. This will be carried out in phases, with funding for some interventions released before others in accordance with Government timescales.
22. First year allocations (2022/ 2023) included almost £620k to be spent. Criteria at this point in the programme, which has subsequently been altered by Government deemed that any money which is not spent in year could not be carried forward into future years, therefore a robust and deliverable set of projects which responded to the Investment Plan interventions was developed.
23. The Partnership Board agreed that the Council would prioritise spending on activities related to improving the City Centre and Acomb Front Street, with proposals supported comprising improved city centre access work (dropped kerbs and broader access studies), Acomb Front Street (replacing bollards, replacing signage and improvements to ACO drainage and pavements, improving the external appearance of public toilets), feasibility plan work for future years, and business support work being undertaken by the LEP in York.
24. Only by focussing on those projects was full spending achieved in 2022/ 2023 and the risk of funding returned to Government was removed.

25. 2023/ 2024 applications have been submitted via an Expressions of Interest (EOI), each of which has been required to demonstrate which intervention, outputs and outcomes the proposal aligns to ensure close and legitimate fit with criteria before submitting a full detailed proposal.
26. The Economy Team, leading on UK SPF for the Council, has created a robust, fair and reasonable application appraisal process to which applications will be subject (except all those we have already funded and anything we do ourselves or just ask MIY to do!!).
27. This includes:
- The application form (**See Annex 3**)
  - An Appraisal Form (**See Annex 4**)
  - The Value for Money Scoring Matrix (**see Annex 5**)
  - A Scoring Matrix for the remaining strands of the application (**see Annex 6**)
28. Applications will be appraised by Council officers and other selected external individuals. They will make a recommendation based on scores awarded by following the guidance set out in the paragraphs above.
29. Initially the applicant must meet fundamental project gateway criteria on UK SPF. This includes [Subsidy Control guidance](#) is met to ensure compliance with the [Subsidy Control Act 2022](#) , a clear match with the relevant UK SPF intervention, and completing the project within UK SPF timescales.
30. There are then four strands of the Council's assurance process, set out as four key areas of selection criteria against which each application is scored. These are:
- Deliverability
  - Impact
  - Strategic Fit and;
  - Value for Money, including weighting (see below)
31. The **deliverability** element considers the capacity of the applicant to ensure the project is deliverable, including experience and track record, team capacity and risk management, and also requires a due diligence check on the viability of the organisation.
32. **Impact** considers outputs and outcomes of the project, and additional outputs or outcomes than those set out under that specific intervention, geographical impact, equality impact and any other organisations or individuals with whom the applicant may be working.
33. The **Strategic Fit** section asks the applicant to state how their proposal meets with the ethos, vision and ambitions for York as set out in the key 10 Year Strategies (the [York Economic Strategy](#), [Health and Wellbeing](#) and [Climate Change](#) Strategies) and well as to consider local plans (such as [My City Centre action plan](#), [York Culture Strategy 2020-2025](#), [Addressing Violence against Women and Girls Strategy](#), [Police & Crime Plan 2022-2025](#) and [Community Hubs](#)).

34. In addition, applicants are asked to outline how their proposal fits with the aims of the Levelling Up agenda and the UK SPF, of which the primary goal is to build pride in place and increase life chances across the United Kingdom.
35. Finally, each application is also put through a set **Value for Money** formula which generates a score based on a series of formulae. This rigorous method of calculating each score has been designed as follows:
- Outputs quantum – for each output, the proportion of the total offered divided by proportion of budget requested has been calculated.
  - The average across all outputs and scored has been worked out as follows: above 3 = 5 points, 1.5 to 3 = 4 points, 1 to 1.5 = 3 points, 0.2 to 1 = 2 points, less than 0.2 = 0 points.
  - Outputs range – considers how many of the outputs the project is offering to deliver on. Calculated as 5 time (outputs offered/total outputs) with that rounded to nearest whole number. A project offering to deliver against all outputs will receive 5 points, 2/3 rounds to 3, 1/3 rounds to 2, etc.
  - Outcomes – same process as above
  - Key measures – Each output and outcome has been considered, and a view taken on which are the best measures of success in the project. These have then been added them together and divided by the total target, using the “quantum” methodology above to give out points.
  - Each total score is out of 25.
36. A total score, marked out of 100 possible points for each application, will be provided using the scoring matrices, and the appraisers will provide a summary of their comments on each of the four areas. To ensure consistent quality standards and transparency in decision making, proposals must meet a minimum threshold of 70 marks out of the possible 100 in order to be considered for an award.
37. Arrangements for final agreement of individual proposals will be decided by Executive in early Autumn 2023. In the interim, decision making will be delegated to the Corporate Director of Place.

## **GOVERNANCE AND COMPLIANCE**

38. Whilst it is impossible to manage out all risks, a measured, interdependent set of standards and protocols have been established to ensure consistency, clear governance and compliance throughout the course of the programme.

### **Audit**

39. Risk management is an important part of how the Council achieves its priorities and is set out in the [City of York Council Code of Corporate Governance](#) and carefully monitored, including by Members through our Audit and Governance Committee and our internal Audit body, Veritau.



40. The Council's Audit team have carried out in depth assessment of the UK SPF administration and delivery methodology and produced detailed gap analysis highlighting processes and approaches which require strengthening.
41. These 'RAG rated observations have allowed us to address fundamental actions that will ensure full compliance with DLUHC requirements, were addressed as a priority.
42. A UK SPF Audit Testing schedule has been established to ensure that all relevant actions have been disclosed to Veritau Audit, which will be closely monitored and reported back to the Chief Finance Officer twice a year. This also sets out which documents will need to be prepared for DLUHC for compliance purposes.

### **Anti-fraud controls**

43. Advice has been taken from the Council's Veritau anti-Fraud team, and they are in agreement that the template provided by DLUHC – the Global Fraud Risk assessment template – is suitable for adoption and adaptation to mitigate any fraud risk that may arise during the course of the Programme.
44. Consequently, this framework has now been tailored to the needs of the lead authority for the purposes of administering the UK SPF Programme and can be viewed in **Annex 7**
45. This anti-fraud risk assessment covers the UK SPF programme.
46. Individual applicants will be required to carry out individual risk assessments, which will include mandatory questions such as: 'Can there be sub-contractor fraud?' and 'Can the funding award be stolen?'
47. Site visits will be undertaken for successful applicants in receipt of £100,000, or more, funding.
48. Service Level Agreements will also be put in place to ensure that the funding awarded is used for the stated purposes, and this will be carefully monitored in the delivery phase of the Programme. This includes funding awarded to City of York Council functions, which will be treated with the same level of stringency in terms of how monies are used. This reduces reputational risk and bolsters public transparency.
49. Clear reporting routes to the Veritau Fraud team have been established in the event of matters arising. These align with existing corporate standards and protocols.
50. Anti-fraud is taken very seriously by the Council, and is supported by a series of strong internal policies provided and enforced by Veritau, to which the UK SPF Programme and all individuals involved will adhere. These include:
  - [Whistle blowing](#)
  - [Counter fraud](#) including Anti-Bribery and Corruption
  - [Contract Procedure Rules](#)

- [CYC Anti-Money Laundering Policy](#)

51. Also see *Risk Management*

### **Best Value**

52. Appraisal of best value of each application is determined at assessment stage, and in accordance with the scoring matrices set out in Part 4 above.

53. In addition, internal procurement procedures require that all projects with a value of less than £175k not conducting a competitive process complete a Best Value Form to detailing this decision behind the award. A copy of this form can be found in **Annex 8**

### **Branding and publicity**

54. All successful applicants running a UK SPF project are required to comply with a specific set of rules around branding and publicity, including logos and Levelling Up branding.

55. [Guidelines for branding and publicity](#) are set out on the website, and all applicants will be made aware of their responsibilities pre project launch.

### **Chief Finance Officer role**

56. The Chief Financial Officer is required to sign an Assurance Statement that includes the following:

57. Section 5: Assurance and Risk, of the UK Shared Prosperity Fund ('UKSPF'): Additional Information guidance published by the Department for Levelling Up, Housing and Communities ('DHLUC') states that: "...the Chief Finance Officer will be required to complete two annual returns to DLUHC. As part of routine reporting, the Chief Finance Officer will give the following assurance updates:

- *confirm that the Chief Finance Officer has assured themselves that the LLA has in place the processes that ensure proper administration of financial affairs relating to their UKSPF allocation;*
- *respond directly to questions addressing the governance and transparency for aspects of UKSPF grant management including, procurement, conflict of interest, subsidy control, counter fraud and risk."*

58. The Chief Finance Officer must be assured that the local lead authority has in place the processes that ensure proper administration of financial affairs relating to their UKSPF allocation. This will be supported by the Council's Audit team who have undertaken a gap analysis of the protocols set up by the Council to govern these processes and have provided a statement of assurance to the Chief Financial Officer.

### **Data Protection and Information Governance**

59. The Council has robust organisational and technical measures, processes and procedures, including monitoring and reporting, in place for data protection, privacy and information security. These ensure that the council continues to fulfil its obligations under UK data protection and privacy legislation, other related legislation and regulator(s) guidance.
60. Additional caution has been taken to protect personal data where the Council may have access to personal information gathered through a UK SPF funded project. In these instances, advice has been taken from the Information Governance Manager and the Legal team, and Service Level Agreements now state that Data Sharing Agreements (DSA) may be required. There will also be close examination of the Council's relationship to data involved in a project, and it whether or not the authority is a data processor, independent or joint data controller. Suitable formal documentation will be put in place to govern this relationship.
61. Data retention information is containing within the Data Sharing Agreements drawn up for individual projects.
62. The corporate [Data Protection Policy Statement](#) is available on the Council's website.
63. A full [Privacy Notice for the full UK SPF programme in York](#) can be viewed on the Council's website. Privacy Notices were also in place for the both the expression of interest and full application phases of the programme.

### **Declarations of Interest**

64. The Council maintains a register of interests for the members of the Board and the Council's Economy Service takes the lead in ensuring the Board meets these transparency arrangements.
65. Where appropriate, when considering reports the Board will abide by the Council's existing Governance and Finance arrangements. Terms of Reference for the Board are also in place.
66. As set out in the *Anti-Fraud* section above Council officers already abide by strict corporate policies, so, to avoid duplication, there is no requirement for them to complete a Declaration of Interest form.

### **DLUHC reporting timetable**

67. The Department for Levelling Up, Housing and Communities has provided a reporting timetable to which all lead authorities must respond with progress updates.
68. This reporting schedule has been built into all Funding Agreements, allowing sufficient time for the Council to pull together all individual updates and feed them back to DLUHC in a single report.

69. The timetable from 1<sup>st</sup> January 2023 onwards is as follows:

<b>Reporting Periods</b>	<b>CYC Report Due to Government</b>
1 January to 31 March 2023	1 <sup>st</sup> May 2023
1 April to 30 June 2023	1 <sup>st</sup> August 2023
1 July to 30 September 2023	1 <sup>st</sup> November 2023
1 October to 31 December 2023	1 <sup>st</sup> February 2024
1 January to 31 March 2024	1 <sup>st</sup> May 2024
1 April to 30 June 2024	1 <sup>st</sup> August 2024
1 July to 30 September 2024	1 <sup>st</sup> November 2024
1 October to 31 December 2024	1 <sup>st</sup> February 2025
1 January to 31 March 2025	1 <sup>st</sup> May 2025

### **Due diligence**

70. The Council have ensured that due diligence has been undertaken from the earliest phases of the UK SPF programme, particularly when considering expressions of interest and appraising full applications.

71. The Economy Team designed the appraisal phase with due diligence protocols embedded into the process. Before and during appraisal steps include:

- Taking advice from colleagues in Legal, Finance, anti-Fraud, Information Governance and Veritau to ensure that the commitments made to the governance and assurance processes are as robust as possible.
- Checking applicant organisations against Companies House and the Charities Commission registers
- Ensuring each applicant has a current web and social media presence available to show track record and experience

72. In addition, each applicant will be required to complete a '*New supplier request*' form before their details can be added to the Council's payment system, which provides an additional layer of comfort around the veracity of the organisation. This includes providing bank account details, VAT registration number and company status. A copy of this form is included at **Annex 9**.

73. Post-appraisal, but before the Grant Funding Agreement is signed, the Procurement Team will be asked to run a 'Creditsafe' check to establish the financial health of each organisation. Red flags arising from this check may result in a reconsideration of the original decision.
74. Reference has also been drawn to *Government Grant Functional standards* to ensure national compliance and our methodology has been cross-referenced with guidance from the Cabinet Office entitled [Guidance for General Grants Minimum Requirement Seven: Risk, Controls and Assurance](#) to ensure the closest, most appropriate fit possible.

## **Equalities**

75. The Economy team has carefully designed the UK SPF Programme to satisfy the Council's public sector duties under the [Equalities Act 2010](#) and in accordance with [UK SPF guidance on Equalities](#) .
76. For the purposes of the Programme, and to ensure proposal outputs and outcomes are as inclusive and accessible as possible, key equality questions were asked at application stage and rewarded accordingly through the appraisal scoring process.
77. All commitments made to equality-related measures in individual projects will be monitored accordingly through Service Level Agreements to ensure that stated impacts have been achieved, and appropriate evidence will be gathered to substantiate all claims made.
78. The UK SPF Programme in York as a whole has been subject to a full Equality Impact Assessment to ensure compliance with the Equalities Act.

## **Evaluation**

79. DLUHC have suggested that they may ask local lead authorities to take part in an [evaluation of the UK SPF Programme in their authority area](#). Whilst it is not clear if York will be invited to be part of this review, we will work in co-operation with any Government appointed evaluators wishing to evaluate York SPF projects.
80. In addition, each project organisation will be asked to include an evaluation of how their proposal has evolved in order to learn for future Council projects. This will constitute a key element of their final report post-completion of their project.

## **Evidence to support Outputs and Outcomes**

81. In accordance with both Programme and audit requirements, applicants will be expected to provide suitable evidence to support their stated Output and Outcome metrics.
82. The type of evidence required will be agreed at funding award stage for successful candidates. They will comprise part of the progress report updates, and failure to supply supporting evidence may result in payment being withheld.

83. Failure to use best endeavours to achieve agreed outputs/outcomes would constitute breaking the terms of the Funding Agreement and may result in sanctions/penalties.
84. This will also be submitted to DLUHC to show how selected projects have met the Levelling Up agenda expectations and Investment Plan framework.

## **Finance**

85. With City of York Council as the lead authority in the administration of the UK SPF monies, administration and allocation of funds must be conducted efficiently and adhere to the sound local authority financial management policies in place, including arrangements to monitor compliance.
86. The Council's financial regulations provide clarity about the financial accountability of individuals. The regulations identify responsibilities of individuals across all levels. Written records are a requirement where decision making has been delegated to members of staff in order to give assurance that tasks or decisions have been performed in accordance with the Financial Regulations.
87. The delivery of projects will be overseen by York's UK SPF Partnership Board and the Economy Team. Responsibility for the delivery of individual proposals lies with project applicants, in accordance with individual Funding Agreements. The Council, as lead authority, is ultimately responsible for managing the success of the UKSPF Investment Plan in line with DLUHC guidance.
88. This will set out the terms and conditions under which funding has been awarded, and the consequences of not delivering individual projects in line with Government guidance.

## **Funding Agreement**

89. A detailed Funding Agreement (appended - **see Annex 11**) has been drawn up, which will include the full original application from each organisation and will also require the signature of successful applicants to the UK SPF.
90. This has been overseen by City of York Council's Legal Team to ensure that the funding is used for the purposes originally intended by the applicant and includes multiple subsections to protect the interests of the lead authority, the applicant and the funding, including Best Value and Procurement requirements, dispute resolution, joint and several liability and Withholding, Suspending and Repayment of the Grant.
91. There are additional caveats, including on Subsidy Control, Accounting Records, Anti-Discrimination, Good Faith and Co-Operation.
92. The Funding Agreement also requires the applicant to agree to a reporting timetable which will outline how UK SPF monies have been used.

93. In addition to this document, the applicant will be required to sign and adhere to complementary documents, such as an Information/ Data Sharing Agreement, as well as comply with legislation, such as Data Protection rules, and associated policies.

### **Information Asset Register (IAR)**

94. The Council's Information Asset Register is a tool that allows for a full understanding of the nature of our information and data, where it's held and what we do with it.

95. As the application criteria and execution of the UK SPF Programme requires the use of large amounts of data and information, this has now been registered on the Council's IAR log under reference <http://informationasset.york.gov.uk/IAR/Detail/588>.

96. This will be reviewed and updated as necessary to ensure that any changes to the type of information supplied is captured.

### **Legal**

97. The Council's Legal team have been consulted on the UK SPF Programme and have been co-advisors, along with other specialist Council teams.

98. The Legal team authored the Grant Funding Agreement which will be the foundation for administering UK SPF monies to successful applicants, as well as the delivery and monitoring phases.

99. The Legal team advised on Data Sharing elements of the Programme along with the Information Governance Manager.

### **Material change**

100. It is possible to amend the UK Investment Plan for York. DLUHC have delegated responsibility to lead local authorities so they can allocate funding in a way that best supports the levelling up agenda, therefore permission to change the content of the IP only needs to be sought if there is 'material change' to the existing content of the Plan.

101. The definition of material change is set out in paragraphs 3.14 to 3.24 of the Government's guidance of the UK SPF framework in section 3 on [reporting, monitoring and performance management](#).

102. Non-material changes will be reported to DLUHC through the biannual report.

### **Privacy Notices**

103. See *Data Protection and Information Governance*

## Procurement

104. As a public sector body, the Council follows robust procurement processes in compliance with local government procurement rules. Any procurement carried out as part of the UK Shared Prosperity Fund must follow the Council's procurement procedures as set out in its Constitution: <https://data.yorkopendata.org/dataset/cyc-s-constitution-live-link>
105. Subsidy Control requirements will be managed by the Council's Monitoring Officer, with the Council's Legal team in support
106. Final Decision making on which projects to commission will be made will be assigned to the Corporate Director of Place and the portfolio holder for Economy and Transport
107. All information can be found at: <https://www.york.gov.uk/information-management>

## Project Assurance protocols

108. In line with the Council's corporate standards on Project Management, the overall UK SPF Programme will be managed under the [All About Projects](#) guidelines.

## Project Delivery processes

109. In order to oversee project delivery, the Council will conduct update meetings with each managing organisation to receive progress updates on projects and discuss any issues that may arise.
110. These meetings may cover:
- Progress against milestones
  - Progress towards outputs and outcomes
  - Financial profiles
    - Risks and issues and;
    - Individual project milestones and indicators.
111. The Partnership Board, and its supporting officers within the Council will work collaboratively and proactively with project leads in order to resolve issues and mitigate project risks where possible.
112. When and with whom each of these meetings will take place will be decided at the beginning of project delivery when successful applicants have been announced.

## Retention Schedule

113. See *Data Protection and Information Governance*



## Risk Management

114. The Council proactively manages its risks, enabling it to effectively manage current priorities and promptly identify future challenges. Risk management is noted as one of the key pillars of good decision making and therefore a crucial element of good governance, and the Council's [Risk Management Policy](#) has been taken into account whilst developing the UK SPF processes and procedures in so far as is possible.
115. The Senior Risk Officer for the Programme has been confirmed as the Director of Place. Responsibility for any issues arising ultimately lies with this individual.
116. The Council's Corporate Risk Register (**Annex 7**) will record risks associated with its role as lead authority in the management and administration of the UK Shared Prosperity Fund.
117. The Register identifies the lead individual to manage the risk, identify the controls or mitigation that needs to be in place to continually monitor the risk and record the outcome of any audit review.
118. The Corporate register is used for reporting and monitoring of risks at a variety of levels and is configured in risk groups aligned to the directorate structure of the Council. It is overseen by the Audit and Risk section, who will also maintain evaluations of Council wide and confidential risks. Key risks are also be recorded in the Council's electronic risk register and are escalated to the Chief Executive and to the Audit Committee if the risk reaches a defined level.
119. Individual Project Risk Registers will be completed and maintained for each project in York's UK Shared Prosperity Fund Programme. In addition, an overall programme delivery risk assessment will be completed and reviewed quarterly at the UK SPF Partnership Board as part of the monitoring process ensuring that identified risks are minimised where possible and do not impact negatively on achieving project priorities, outputs and outcomes.
120. All waivers (exceptions) to the Regulations are authorised by the Chief Finance Officer or their delegated representative, the Assistant Director of Resources (Customer Service and Governance), monitored by Internal Audit (Veritau Ltd) and reported to the Audit and Governance Committee.
121. Internal Audit also undertake audits or investigations into compliance with or breaches of the Regulations, which are reported to line management and to the Audit and Governance Committee.
122. *Also see Anti-Fraud Controls*

## **Rural Prosperity Fund**

123. In September 2022 Government announced a further element of UKSPF funding to address the particular needs of rural communities and businesses.
124. York has been allocated £400,000 for the period 2023 to 2025 for capital spend in rural areas of the authority. There are some additional interventions available, but the priorities are limited to Communities and Place and Local Business Investment.
125. This additional tranche of funding will be administered and managed in the same way as the main UK Shared Prosperity Fund.

## **Service Level Agreements**

126. Where teams internal to the lead authority are delivering UK SPF funding projects, service level agreements have been established to set expectation levels and responsibility standards.
127. Criteria for the way in which these projects are delivered will not differ from externally funded projects to ensure equity and transparency in the way in which funding is awarded and managed, and each project owner will be expected to report back on a regular basis.
128. A copy of the Service Level Agreement (direct awards) template internal teams must complete is included in **Annex 12**

## **Scrutiny Committee**

129. In order to maintain transparency and balance, the Council's Economy and Place Policy and Scrutiny Committee may be requested to have oversight of progress on the UK SPF Programme.
130. These are non-Executive Members who will review the processes in place and offer recommendations for improvement to the Executive member.

## **Subsidy Control**

131. As the body awarding UK SPF funding, City of York Council must ensure that competition Subsidy Control checks are in place for the purposes of due diligence and compliance.
132. The UK SPF application processes have been designed to be open and competitive in line with the transparency requirements for Subsidy Control.

133. Subsidy Control was a specific element of the initial key gateway criteria at both expression of interest and full application stages. Section 5 of the Funding Agreement is dedicated to Subsidy Control.
134. The Economy Team has worked with colleagues in Legal to ensure accordance with national Subsidy Control guidance and legislation. This includes the [Subsidy Control Act 2022](#) and [Subsidy Control Rules: key requirements for public authorities](#).
135. A 'Subsidy Test' template (see **Annex 13**) developed by the Council, will be completed for each application to formally log that no economic advantage will be gained by any organisation in receipt of UK SPF funding.
136. To ensure that due diligence has been built into the place post-assessment, the Council's Legal Team will be provided with a summary of all eligible applications, including value, purpose, organisation details of spending schedule. They will then advise on eligibility within Subsidy Control parameters.
137. Final approval must be received from Legal as an assurance before the application can be formally agreed. Only then can Service Level Agreements can be drawn up and funding released.
138. Applications must comply with Subsidy Control parameters in order to meet UK SPF criteria and be awarded funding. In the event that an application is rejected on the grounds of non-compliant Subsidy Control status, authors will be advised that this is the case, and the application will not proceed further.

## York UK Shared Prosperity Fund (UK SPF) Partnership Board

### Terms of Reference

#### Overview

1. The UK SPF is a central pillar of the UK government's Levelling Up agenda. It replaces the EU Structural Funds, and will provide £2.6 billion of new funding for local investment by March 2025. York has been allocated £5,107,510.
2. In September 2022 Government announced a further element of UK SPF funding to address the particular needs of rural communities and businesses through the Rural England Prosperity Fund (REPF). York has been allocated £400,000 for capital spend in areas of York defined as rural by DEFRA.
3. The total UK SPF allocation specifically for York is thus £5,507,510. This is for a three year programme period and is apportioned as follows:
  - Year 1: £619,843 (of which £64,464 is capital)
  - Year 2: £1,339,687 (of which £161,160 is capital and £100,000 is REPF)
  - Year 3: £3,447,980 (of which £675,000 is capital and £300,000 is REPF)
4. The UK SPF supports the UK Government's wider commitment to level up all parts of the UK by delivering on each of the levelling up objectives. Specifically:
  - 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

#### Partnership Board

5. York UK Shared Prosperity Fund (UK SPF) Partnership Board is a partnership body, bringing together employers, entrepreneurs, education providers, voluntary, community and third sector representatives, Members of Parliament and other key stakeholders, and City of York Council Executive Members and Officers.
6. Through its work, the Board will seek to ensure that the York UK SPF Investment Plan and the actions flowing from it support the guidelines set out by UK Government for the delivery of the UK Shared Prosperity Fund, matching local delivery to the key challenges and opportunities identified in the York Investment Plan.

7. As an independent entity, York's UK Shared Prosperity Fund Partnership Board align themselves with the [Corporate Governance](#) standards and policies of the Council including [whistleblowing](#), conflicts of interest, [overview and scrutiny](#), [complaints](#), and compliance with the [General Data Protection Regulations \(including Privacy\)](#) and transparency of decision making.
8. Members of the Board will abide by [Nolan Principles](#), and have due regard for the [Public Sector Equality Duty](#).

## Membership

9. As set out in national guidance, the Board will comprise:
  - Representatives from the lead local authority
    - i. Executive Members for Economy & Transport and Finance & Resources
    - ii. Head of Economy, Director of Public Health, Assistant Director Culture & Communities
    - iii. Supporting officers to act as a Secretariat for the Board

*(The lead local authority will have responsibility for organising meetings and agendas, and representatives will prepare and provide key documents such as progress reports, recommendations and briefing papers.)*

- Local businesses, City partners and investors
  - i. Including Aviva, Federation of Small Businesses, Chamber of Commerce and the York BID
  - ii. University of York, York St John University
- Business support providers or representatives, including sectoral representatives relevant to York
  - i. Chamber of Commerce
  - ii. YNYLEP
  - iii. Make it York
- LEP and strategic body representatives
  - i. YNYLEP
- Voluntary, sector social enterprise and civil society organisations
  - i. York CVS
  - ii. York Cultural Board
- Employment experts and providers
  - i. DWP, JobCentre Plus
  - ii. York College
  - iii. Askham Bryan College
- Nature, environmental or associated representatives
  - i. York Environment Forum

- Public health representatives
  - i. Director of Public Health
- Police and crime representatives
  - i. Office of the Police and Crime Commissioner
- Local MPs
  - i. MP for York Central
  - ii. MP for York Outer

### **Partnership Board purpose and functions**

10. The Partnership Board is responsible for advising City of York Council Executive Members and the Corporate Director for Place on the design and implementation of the York UK SPF Investment Plan for 2022 -2025.
11. Beyond agreeing its own business, the Board is not a decision-making body but will advise and make recommendations to the Council. Other examples of the functions of the Partnership Board might include:
  - Providing insight and expertise to help develop solutions/ consider options that are a best match for local need
  - Making recommendations on the strategic fit of projects, ensuring these meet investment priorities and objectives and that projects complement other activities in the local area
  - Supporting the Director of Place and Portfolio Holder to make decisions as per the Council's Constitution
  - Receiving, considering, and positively challenging appraisal reports and implementation plan progress reports
12. Where appropriate, responsibility for making decisions on funding allocations will be assigned to the Corporate Director of Place and the portfolio holder for Economy and Transport.
13. The work of the York Skills and Employment Board may also feed into the Partnership Board for consideration. For example, they may make recommendations relating to the People and Skills investment priorities of the Investment Plan.

### **Meeting protocols**

14. The Partnership Board is chaired by the Executive Member for Economy and Transport, with the Executive Member for Finance and Resources as deputy.
15. A support / secretariat function will provided by the Council at each Board meeting.
16. An agenda, agreed between the Chair and Head of Economy, will be circulated ahead of the meeting with the order of business. To meet governance requirements, there will be standing items on the agenda, as well as pre-agreed business.

17. Urgent items may be accepted on to the agenda with the approval of the Chair.
18. Minutes recording each Partnership Board will be produced, circulated and agreed as accurate record of meetings
19. Recommendations will be agreed by general consensus, with any Partnership Board members in disagreement duly noted in minutes.
20. The Board will meet regularly throughout the implementation of the programme and at least once every 6 months. As much notice as possible will be given ahead of scheduled meetings to allow for optimal attendance.
21. Substitutes in place of Partnership Board members will be allowed with approval of the Chair. The presence of the named Partnership Board member is preferred.
22. Partnership Board membership, and accompanying Terms of Reference, will be reviewed annually.

### **Conflicts of interest**

23. Organisations joining the Board will commit to contributing to city-wide objectives rather than promoting their own commercial interests.
24. Partnership Board members will be required to declare financial or non-financial interests in any agenda items at the start of each meeting.
25. All interests declared will be included in the minutes of the Partnership Board meeting.
26. It will be at discretion of Chair as to level of involvement a Partnership Board member has in discussions around non-financial matters if they have a previously declared interest.

### **Current UK SPF Partnership Board Membership**

<b>Name</b>	<b>Organisation</b>
Tim Whitaker	Askham Bryan College
Sally Dillon	Aviva
Cllr Pete Kilbane (Chair)	City of York Council
Cllr Katie Lomas	City of York Council
Pauline Stuchfield	City of York Council
Fiona Philips	CYC Public Health
Liz Hutchinson	Department for Work and Pensions
Carolyn Frank	Federation of Small Businesses
Wendy Mangan	Job Centre Plus
Sarah Loftus	Make It York

Julian Sturdy MP	MP (York Outer)
Rachel Maskell MP	MP (York Central)
Sarah Arnott	Police and Crime Commissioner's Office
Chris Russell	University of York
Alice Ingram	York and North Yorkshire Chamber of Commerce
Andrew Leeming	York and North Yorkshire LEP
Andrew Lawson	York BID
Lee Probert	York College
Alison Semmence	York Centre for Voluntary Services
Penny Bainbridge	York Environment Forum
Kathryn Blacker	York Museum Trust
Marc Fleetham	York St. John University
<b>TBC</b>	<b>Trade Union</b>

– ENDS –





### MEMORANDUM OF UNDERSTANDING

Between

The Secretary of State for Levelling Up, Housing and Communities

-and-

City of York Council

#### 1. Purpose

- 1.1. This Memorandum of Understanding (MOU) sets out the terms that will apply to the relationship between the Secretary of State for Levelling Up, Housing and Communities (the Secretary of State) and City of York Council (the Lead Local Authority) regarding the administration and delivery of the UK Shared Prosperity Fund (UKSPF).
- 1.2. This MOU will be for the period April 2022 to March 2025. Changes will be made only where signatories deem it necessary. If necessary the MOU will be amended for the period April 2023 to March 2025 to accommodate the inclusion of the Rural England Prosperity Fund, this will not apply in Scotland and Wales.
- 1.3. The MOU sets out the universal fund wide conditions and expectations for appropriate spend of the UKSPF core allocations in England Scotland and Wales and Multiply allocations in Scotland and Wales.
- 1.4. This MOU is not intended to create legal or binding obligations. It describes the understanding between both parties for the use of funding specified in section 3 of this agreement.

#### 2. Background

- 2.1. The UKSPF was launched on the 13 April 2022. The Secretary of State has signed-off the Lead Local Authority's investment plan.
- 2.2. This MOU covers the funding commitments from the Secretary of State and the delivery, financial expenditure, agreed milestones, reporting and evaluation, communications and branding expectations between the Parties and the steps the Secretary of State could take in the event of underperformance if required.

- 2.3. The Secretary of State has published guidance on the delivery of the UKSPF. Referred to in this document as the [UKSPF Additional Information](#) . References to the UKSPF Additional Information includes any updates that may be published from time to time. The Secretary of State will notify the Lead Local Authority of any changes to the Additional Information and, if necessary, provide guidance on how changes are to be managed.

### **3. Purpose of the Funding**

- 3.1. The UKSPF allocation remains as set out in the published [UKSPF allocations](#) and is being provided to deliver the Fund's priorities, outputs and outcomes as set out in the investment plan and accompanying expenditure and deliverables spreadsheets agreed by the Secretary of State or subsequently agreed by the Secretary of State as per section 9.
- 3.2. Funding should be used to meet the costs of implementing your investment plan. The Lead Local Authority can make changes to the investment plan agreed by the Secretary of State. The scale, type and process for making changes is set out in published guidance.
- 3.3. Details of the annual funding allocation, broken down into capital and revenue funding, will be confirmed in the annual grant determinations.

### **4. Reporting**

- 4.1 As part of the delegated delivery model, the Lead Local Authority will provide 'light touch' reporting, as set out in the [UKSPF Additional Information](#).

### **5. Financial Arrangements**

- 5.1. The agreed funds will be issued to the Lead Local Authority as grant payments under Section 50 of the United Kingdom Internal Markets Act 2020 ('UKIM').
- 5.2. Payment of the funding for 2022-2023 will be made after investment plans have been agreed and this MoU is signed.
- 5.3. Grant Determination Letters (GDL) will be provided following confirmation of the annual payment for each year until 2025.
- 5.4. The Lead Local Authority will provide regular reporting using the process established by the Secretary of State and set out in the UKSPF Additional Information demonstrating expenditure and that outputs and outcomes are being met in line with the original investment plan, or

investment plan amended under section 9. Or failing that, there is a realistic plan to address underperformance.

- 5.5. Funding for the years 2023-2024 and 2024-2025 will be paid annually, provided that the information provided under paragraph 5.4 demonstrates delivery of forecast outputs, outcomes and spend for the previous financial year have been met, or failing that, there is a realistic plan to address underperformance.
- 5.6. UKSPF capital grant funding, as set out in grant determinations, may be used only for capital expenditure.
- 5.7. UKSPF revenue grant funding may be used for revenue or capital expenditure, in line with the Lead Local Authority's accounting practices
- 5.8. Release of payments for the financial year 2023-24 and 2024-2025 is dependent on the submission of a Statement of Grant Usage for 2022-23 and 2023-2024 spend and corresponding reporting and monitoring returns, signed by a S151 Officer (appointed under the Local Government Act 1972) or S95 Officer (appointed under the Local Government (Scotland) Act 1973)
- 5.9. This information will be taken into consideration by the Secretary of State before subsequent payments to the Lead Local Authority are finalised and paid. The Secretary of State reserves the right to reduce payments or withhold payments where there are concerns over delivery.
- 5.10. The Secretary of State retains the right to withhold annual instalments until receipt of credible plans demonstrating revised delivery to achieve expected targets. This might include requirements that set out how the Lead Local Authority will utilise underspends in the next year and/or appropriate milestones and spend have been achieved for the previous year.
- 5.11. Further to this, if the Secretary of State has concerns around future spending plans based on the experience of local delivery to date, or wider financial issues or governance affecting delivery then the Secretary of State may pay in instalments, or withhold future funding.
- 5.12. In the circumstance that the Lead Local Authority is a Combined Authority or is managing the distribution of UKSPF funding to a group of other local authorities, where a member of the Combined Authority or the local authority group becomes subject to a S114 Notice of the Local Government Finance Act 1988 or Statutory Commissioner Intervention of the Local Government Act 1999, the Lead Local Authority will be responsible for decisions on how funds aligned to such a member Authority are controlled and utilised.

- 5.13. No funding will be provided for activity after 31 March 2025. The Lead Local Authority must have spent all grant funding i.e. be able to include funding within the 2024-2025 accounts by the end of the funding period, 31 March 2025. Underspends in the final year of the programme will need to be repaid to the Secretary of State.
- 5.14. In accordance with the declaration signed by the Lead Local Authority's Section 151 (appointed under the Local Government Act 1972) or S95 Officer (appointed under the Local Government (Scotland) Act 1973) as part of the investment plan, the Lead Local Authority accepts responsibility for meeting any costs over and above the Secretary of State's contribution, agreed in the annual grant determination. This includes potential cost overruns and the underwriting of any funding contributions expected from third parties.

## 6. Branding and Communication

- 6.1. The Secretary of State has provided the Lead Local Authority with guidance on the Branding and Communication associated with UKSPF projects in the [UKSPF Additional Information](#).
- 6.2. The Parties agree to adhere to the guidance and any updates. subsequently released by the Secretary of State or HMG on communications linked to UKSPF or wider Levelling Up Funding.
- 6.3. The Lead Local Authority should publish information regarding the delivery of the UKSPF in its area e.g. by publishing a summary of the investment plan and activities being funded in the area.

## 7. Evaluation

- 7.1. Monitoring and Evaluation will be carried out as set out in [UKSPF Additional Information](#).
- 7.2. The Lead Local Authority will support evaluation through capturing and providing relevant data and engaging with place and intervention level evaluations as stated within the [UKSPF Additional Information](#).

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

- 7.2.1 Continuous monitoring and evaluation of progress aligned to the deliverables stated within the UKSPF Investment Plan submitted by the Lead Local Authority and approved by the Secretary of State;
- 7.2.2 Engaging with our evaluation partners to collect and provide additional quantitative data as required to support, where relevant, intervention and place-specific evaluations

- 7.3 As set out in the [UKSPF Additional Information](#) the Lead Local Authority is encouraged to undertake its own place-based evaluations of how the UKSPF has worked in their area, particularly process evaluation on individual projects, alongside any place-based case studies commissioned by DLUHC. For those lead local authorities with large allocations, DLUHC require a robust evaluation to support the centrally coordinated evaluation.
- 7.4 The Lead Local Authority agrees to undertake these activities using the administration costs for the Fund.

## 8. Assurance

- 8.1. The Secretary of State has set out the approach to assurance for the UKSPF in the [UKSPF Additional Information](#).
- 8.2. The Lead Local Authority is expected to have the necessary governance and assurance arrangements in place and that all legal and other statutory obligations and consents will be adhered to. The Lead Local Authority will provide the Secretary of State with the following via UKSPF reporting:
- 8.2.1. Details of the checks that the Chief Finance Officer has taken to assure themselves that the Lead Local Authority has in place the processes that ensure proper administration of financial affairs relating to their UKSPF allocation.
- 8.2.2. Confirmation that the lead local authority has applied management controls that:
- mitigate the risk of fraud;
  - ensure funding has been used in accordance with UK subsidy control legislation;
  - ensure that any procurement undertaken by a Contracting Authority using UKSPF funds has complied with public procurement rules;
  - ensure compliance with its statutory obligations under the Public Sector Equality Duty; and
  - ensure that any personal data obtained in connection with UKSPF activities is handled in compliance with the Data Protection Act 2018.
- 8.3 As part of the first monitoring return the Lead Local Authority will provide a summary statement of how it is:
- mitigating the risk of fraud;
  - ensuring funding has been used in accordance with UK subsidy control legislation; and

- ensuring that any procurement undertaken by a Contracting Authority using UKSPF funds has complied with public procurement rules.

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

8.5. On an annual basis the Lead Local Authority will complete and return the templated Statement of Grant Usage letter.

## **9. Changes to agreed Investment Plan**

9.1. The Lead Local Authority will notify the Secretary of State of any proposed non-material changes to the investment plan through the regular monitoring returns.

9.2. The Lead Local Authority will submit a change request if a change constitutes “A Material Change” as set out in the [UKSPF Additional Information](#).

9.3. Requests for material changes can be made to the Secretary of State as and when required. A template will be provided for the Lead Local Authority to use.

9.4. The Secretary of State recognises that not all change will meet the materiality threshold for a change request. However, the Lead Local Authority should report any change affecting the delivery of the funding as part of the usual reporting cycle. If the Lead Local Authority is not sure on whether a change meets the materiality threshold they should consult with the Secretary of State for guidance.

9.5. All change requests must be signed off by the Lead Local Authority’s Section 151 (appointed under the Local Government Act 1972) or S95 Officer (appointed under the Local Government (Scotland) Act 1973) to testify that they are necessary and deliverable.

## **10. Compliance with the MOU**

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

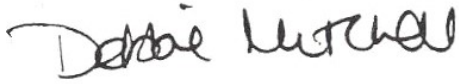
## **11. Changes to the MOU**

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

## 12. Resolution of Disputes

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

**Signed on Behalf of the Lead Local Authority (by Chief Executive / Section 151/95 Officer):**



**Name: Debbie Mitchell**

**Job Title: Chief Finance Officer (s151 Officer)**

**Date: 9 January 2023**

**Signed on Behalf of Secretary of State:**



**Name: Jessica Blakely/Carmen Suarez Garcia**

**Job Title: Directors: Levelling Up: Major Programmes**

**Date: 5 December 2022**



## *EXAMPLE FORM*

# York UK Shared Prosperity Fund Application Form

This form is for project applicants applying for funding from the UK Shared Prosperity Fund in York.

The level of information provided by the applicant should be proportionate to the size and complexity of the project proposed.

**Applicant organisation:**

**Postal address:**

**Website address:**

**Company Registration Number (where relevant):**

**Charity Registration Number (where relevant):**

**Senior Responsible Officer contact details:**

**Please confirm the type of organisation:**

Local authority

Private sector

Voluntary sector

University

FE College

Other (please specify)



**Intervention**

Please identify under which intervention of the York UK Shared Prosperity Fund you are applying:

Tick

E6: Local arts, cultural, heritage & creative activities	
E9: Impactful volunteering and/or social action projects	
E26: Growing the local social economy	

### Part 1 - Project Summary

1a. Project Name			
1b. Please describe your project and the activities you will undertake			
1c. Who will deliver the activities?			
1d. How will the activities be delivered?			
1e. Who will be the beneficiaries of the project?			
1f. Where will the activities take place?			
1h. What are the key milestones for the development and implementation of the project?			
<b>Milestone</b>			<b>Target Month</b>

## Part 2 – Project Impact

2a. What will be the short and long term benefits of the project on its beneficiaries and the wider community?

2b. What UK SPF Outputs will the project deliver?

*Please refer to the Output targets for your intervention as set out in the York UKSPF Investment Plan and the definitions provided in the York UKSPF Outputs and Outcomes spreadsheet. Describe below what Outputs you will deliver and how you will provide evidence that they have been achieved. Please also explain how you have estimated these Outputs. Summarise your proposed outputs in Annex A.*

2c. What UK SPF Outcomes will the project deliver?

*Please refer to the Outcome targets for your intervention as set out in the York UKSPF Investment Plan and the definitions provided in the York UKSPF Outputs and Outcomes spreadsheet. Describe below what Outputs you will deliver and how you will provide evidence that they have been achieved. Please also explain how you have estimated these Outputs. Summarise your proposed outcomes in Annex A.*

- 

2d. Would you expect to achieve any of these outputs and outcomes without UK SPF support?

2e. How will the project support York's Net Zero ambitions and wider environmental considerations?

2f. How will the project support Health and Wellbeing among York's residents and businesses?

## Part 3 – Project Applicant Experience and Capacity

3a. What experience does the organisation have of delivering this type of activity?

3b. Describe the resources (e.g., staff) the organisation has available now to deliver the project?
3c. If the organisation will have to recruit staff or appoint contractors, what plans are in place to manage the risk of delay?
3d. Describe the systems and processes that will be used to ensure only costs directly related to the project will be included in grant claims.

<b>Part 4 – Project Deliverability</b>
4a. Are there any formal consents or permissions that are required for the project to proceed? Please provide a timetable indicating when these will be secured.
4b. Is your project dependent on other organisations or projects (for example, to provide clients, workspace, or other resources)? Please indicate the status of any such third party support (not yet secured, secured (provide written evidence), agreed in principle (provide evidence))
4c. What risks are there that may prevent the successful completion of the project? Please also complete the risk register at Annex B.
4d. Describe the process that will be used to monitor risk.

<b>Part 5 – Strategic Fit</b>
Please refer to the York UKSPF Investment Plan. For each intervention, the introductory text includes a list of the key strategies and plans that the fund is intended to address. Applications will be assessed against these strategies.

5a. How does the proposal align with <a href="#">York's 10 Year Strategies</a> ?
•
5b. How does your project help to deliver the relevant key strategies and plans listed in the York UKSPF Investment Plan?
5c. Please describe how you have considered the equalities impacts of your proposal, the relevant affected groups based on protected characteristics, and any measures you propose in response to these impacts.

### Part 6 - Funding Package

6a. How much UK SPF investment is sought?
6b. Does the funding package include any match funding? If so, how much? When will any funding that is not in place be secured?
6c. What will the funding package be spent on?
6d. How has the overall budget been estimated, what has been done to test that it is accurate? How would any unexpected costs be managed?

### Part 7 – Evaluation

7a. It is important that projects are robustly evaluated, and that learning is shared with others. Please describe: <ul style="list-style-type: none"> <li>• how the project will be evaluated, in terms of how it was delivered and its impact on clients</li> </ul>
---

- how the findings of the evaluation will be disseminated

### Part 8 – Subsidy Control

All bids must also consider how they will deliver in line with subsidy control as per UK Government guidance: <https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities>

8a. Does any aspect of the project involve the provision of subsidies?

No

8b. If yes, briefly explain how the subsidies are compliant with the UK’s subsidy control regime as set out in the government guidance.

8c. Please explain how you have assessed the project’s status in terms of subsidy control and where you have sought advice on this subject.

### Part 9 - Branding and Publicity

Guidance on the branding and publicity requirements for the UK SPF is set out in the Government Guidance on UKSPF document.

9a. Please confirm that you have read and will comply with all aspects of the Fund branding and publicity requirements.

### Part 10 - Project Applicant Statement

I declare that I have the authority to represent the project applicant in making this application.

I understand that acceptance of this application form by City of York Council does not in any way signify that the project is eligible for funding under the UK Shared Prosperity Fund or that any such funding has been approved towards it.

On behalf of the project applicant, and having carried out full and proper inquiry, I confirm to City of York Council that:

- the project applicant has the legal authority to carry out the project; and
- the information provided in this application is accurate.

I also confirm to City of York Council that:

I have informed all persons whose personal information I have provided of the details of the personal information I have provided to you and of the purposes for which this information will be used, and that I have the consent of the individuals concerned to pass this information to you for these purposes.

I consent to the Personal Data submitted with this form being shared as set out at <https://www.york.gov.uk/privacy/UKSPFApplication>

I shall inform City of York Council if, prior to any UK Shared Prosperity Funding being legally committed to the project applicant, I become aware of any further information which might reasonably be considered as material to City of York Council in deciding whether to fund the proposal.

Any match funding that has been set out in part 6 will be in place prior to any award of UK Shared Prosperity Funding; and

I am aware that if the information given in this application turns out to be false or misleading, City of York Council may demand the repayment of funding and/or terminate any funding agreement pertaining to this proposal.

I confirm that I am aware that checks can be made to the relevant authorities to verify this declaration and any person who knowingly or recklessly makes any false statement for the purpose of obtaining grant funding or for the purpose of assisting any person to obtain grant funding may be prosecuted. A false or misleading statement will also mean that approval may be revoked, and any grant may be withheld or recovered with interest.

I confirm that I understand that if the project applicant commences project activity, or enters into any legally binding contracts or agreements, including the ordering or purchasing of any equipment or services before the formal approval of the project, any expenditure is incurred at the organisation's own risk and may render the project ineligible for support.

For and on behalf of the project applicant Name:			
Position	Director	Date	

## Annex A – Project Impact Indicators

Please summarise the Outputs and Outcomes described in Part 2 of this form

Output	Total
--------	-------

<b>Outcome</b>	<b>Total</b>

## Annex B – Project Risks

### Project Risk Management

Please be as concise as possible.

Summarise:

- the key risks to the delivery and success of the project
- who is responsible for managing the risk, the Owner?
- the probability of the risk occurring, is it high, medium or low?
- what would be the impact of the risk, high, medium or low?
- The mitigation plans in place to manage the risk occurring or to deal with the risk if it does occur

Risks Description	Owner	Probability (H,M,L)	Impact (H,M,L)	Proposed Mitigation



## CYC Internal Appraisal Form

Project	
Application Reference:	
Project Name:	
Organisation:	
Intervention applying for:	
Government Eligibility Criteria	
1. Is the application from an organisation eligible to receive UK Shared Prosperity Fund support?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Will the project be complete by the end of the financial year to which your project is occurring (i.e., 31 <sup>st</sup> March 2024 or the 31 <sup>st</sup> March 2025)	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Does the project address an intervention identified in the Prospectus?	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/>
4. Does the project address an intervention in the local invite to submit bids?	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/>
5. Is the proposed activity permissible within Subsidy Control rules where relevant?	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/>
6. Would the project duplicate other national or local provision?	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/>
7. Would the project conflict with local policy?	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/>
If the answer to 3-7 is partial, if ineligible activity is removed is there still a viable project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• If no, project does not meet the eligibility criteria. go straight to Part 4.</li> <li>• If yes, proceed with the assessment and clarify the elements that should be removed from the project.</li> </ul>	
<b>Does the project meet the gateway criteria?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Selection Criteria

Section 2 - Deliverability
<p><b>Deliverability</b>  <i>Please consider the overall deliverability of the proposal including project risks, and financial due diligence where required.</i></p>
<p>a) Does the applicant (and delivery partner(s) where relevant) have relevant experience in delivering projects of this type?</p>

<b>Score:</b>
<b>Comment:</b>
b) Does the applicant have in place the resources necessary to deliver the project, including any match funding? Consider what the risk is that the project will not proceed in line with the stated budget.
<b>Score:</b>
<b>Comment:</b>
c) Are the milestones realistic and is the project deliverable within the stated timescale? Consider what the risk is that the project will not proceed in line with the stated timescales.
<b>Score:</b>
<b>Comment:</b>
d) Are the outputs and outcomes realistic? Consider what the risk is that the project will not achieve the stated outputs and results.
<b>Score:</b>
<b>Comment:</b>
e) Have project risks been identified and adequately mitigated, including project-level management controls?
<b>Score:</b>
<b>Comment:</b>
Has Due Diligence been undertaken? <i>n.b check the stated Company/Charity Number, for an online presence, and for an any immediate concerns</i> Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, is the applicant able to manage the project as described?
Yes <input type="checkbox"/> Yes, subject to conditions <input type="checkbox"/> No <input type="checkbox"/>
<b>Overall deliverability score: /25</b>

<b>Section 3 - Impact</b>
a) For the intervention they are applying under, what outputs and outcomes has the applicant said they will deliver, and what is the quality of evidence to show this is achievable? Consider if the applicant will deliver outputs and outcomes that are in addition to those required for the intervention they are applying for.
<b>Score:</b>
<b>Comment:</b>
b) To what degree will the applicants' activities reach all of York's communities?
<b>Score:</b>
<b>Comment:</b>
c) What equalities impacts have been considered? Who are the relevant affected groups based on protected characteristics, and what if any are the measures identified in response to these impacts?
<b>Score:</b>
<b>Comment:</b>
<b>Overall impact score: /25</b>

<b>Section 4 - Strategic fit</b>
a) How well does the proposal contribute to the ambitions of the 10 year Economic Strategy?
<b>Score:</b>
<b>Comment:</b>
b) How well does the proposal contribute to the ambitions of the 10 year Climate Change strategy?
<b>Score:</b>
<b>Comment:</b>
c) How well does the proposal contribute to the ambitions of the 10 year Health and Wellbeing Strategy?
<b>Score:</b>
<b>Comment:</b>

d) How well does the proposal contribute to the local needs as set out in the relevant local plans for Communities and Place/Local Business Investment from the UKSPF Investment Plan?
<b>Score:</b>
<b>Comment:</b>
e) Do the stated beneficiaries, short-term and long-term benefits of the proposal, fit the needs and ambitions of the 10 year Strategies and Levelling Up agenda?
<b>Score:</b>
<b>Comment:</b>
<b>Overall strategic fit score: /25</b>

<b>Section 5 – Value for Money</b>
a) What is the proposal’s Value for Money Score?
<b>Score:</b>
<b>Comment:</b>

<b>Section 6 - Assessor’s Recommendation:</b>			
Comment:			
Progress <input type="checkbox"/>			
Progress with conditions <input type="checkbox"/>			
Reject <input type="checkbox"/>			
Completed by:		Date:	
Reviewed by		Date:	

<b>Proposed Conditions</b>
1
2
3

Section 7 - Lead Authority assessment decision			
Recommend for approval <input type="checkbox"/> Recommend for approval with conditions <input type="checkbox"/> Reject <input type="checkbox"/>			
Comment:			
Conditions, if different to section 3.			
1			
2			
3			
Name		Date:	

Value for Money matrix used for all UK SPF application appraisals (EXAMPLE)

**INTERVENTION EXX -**

<b>OVERALL SCORE</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>
<b>Application reference</b>	<b>123456</b>	<b>123456</b>	<b>123456</b>
<b>Organisation</b>			
<b>Project name</b>			
<b>Budget requested [£192,000]</b>			
<b>% of intervention</b>			
<b>Outputs</b>			
<b>Businesses receiving non-financial support [100]</b>	1	30	100
<b>Decarbonisation plans developed [75]</b>	0	45	75
<b>Outcomes</b>			
<b>Jobs safeguarded [100]</b>	0	5	15
<b>Premises with improved digital connectivity [10]</b>	0	0	10
<b>Businesses adopting new to the firm technologies or processes [10]</b>	1	45	10
<b>Estimated Carbon dioxide equivalent reductions as a result of support [250]</b>	3.672	0.35	250

<b>Value for Money</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>
Outputs 20%	#DIV/0!	#DIV/0!	#DIV/0!
Outcomes 20%	#DIV/0!	#DIV/0!	#DIV/0!
Range 20%	3	4	5
Key measures 20%	0	4	5
Appraisal view on VFM 20%	2	2	1
<b>Deliverability</b>	<b>16</b>	<b>15.5</b>	<b>7.5</b>
Experience 20%	3	3	2
Resources 20%	4	2.5	1.5
Milestones 20%	4	4	1
Outputs/outcomes 20%	2	2	1.5
Risk assessment 20%	3	4	1.5
<b>Impact</b>	<b>12</b>	<b>17</b>	<b>6</b>
Quality of evidence 30%	2	2	2
Reach 30%	3	3.5	1.5
Equalities impacts 40%	2	4.5	0.5
<b>Strategic fit</b>	<b>11</b>	<b>17</b>	<b>4</b>
Economic Strategy 10%	1	2.5	0.5
Climate Change 10%	3.5	3.666666667	1
Health & Wellbeing 10%	3	1.5	0.5
Local needs - investment plan 35%	2	3.5	0.5
Beneficiaries and levelling up 35%	2	4	1

**UKSPF Appraisal Guidance – Scoring Matrix**

Section 2 – Deliverability Scoring Matrix

Score	Section 2 – Deliverability - Criteria for awarding score
0	Complete failure to grasp / reflect the requirements to deliver proposal. No experience of the project management process. Applicant does not have the required resources to deliver this project and it's highly probable that the project will not proceed in line with the stated budget. Unrealistic set of milestones and the project will proceed in line with them. Proposal will not deliver any outputs and outcomes relevant to the intervention and its highly probable that they will not be achieved. No analysis of the projects risks, and mitigations has been undertaken.
1	Serious weaknesses with proposal, with limited understanding and experience of the project management process. Applicant has a limited amount of the resources required to deliver their proposal and there is large-scale risk that the project will not proceed in line with the stated budget. Milestones are lacking, with there being a large-scale risk that the project will not proceed in line with these. Proposal will deliver few outputs and outcomes and there is a large-scale risk that these will not be achieved. Project risks and mitigations are not addressed in any meaningful way.
2	Some understanding and experience of the project management process. Applicant has some of the required resources to deliver their proposal, but is lacking others, and there is a medium-scale risk that the project will not proceed in line with the stated budget. Some milestones are realistic, and others are not, with there being a medium-scale risk that the project will not proceed in line with these. Proposal will deliver some outputs and outcomes and there is medium-scale risk that these will not be achieved. Some analysis of the projects risks, and mitigations has been undertaken but it is lacking.
3	A fair understanding and experience of the project management process. Applicant has most of the required resources to deliver this project and there is a small-scale risk that the project will not proceed in line with the stated budget. A fairly realistic set of milestones, with there being a small-scale risk that the project will not proceed in line with these. Proposal will deliver a fair number of outputs and outcomes and there is a small-scale risk that these will not be achieved. A fair analysis of the projects risks and mitigations.
4	Good understanding and experience of the project management process. Applicant has the required resources to deliver this project and there is a limited risk that the project will not proceed in line with the stated budget. Good set of milestones, with there being a limited risk that the project will not proceed in line with these. Proposal will deliver a strong number of



	outputs and outcomes and there is a limited risk that these will not be achieved. Good analysis of the projects risks and mitigations.
5	Excellent understanding and experience of the project management process. Applicant has more than the necessary resources to deliver this project and there is minimal risk that the project will not proceed in line with the stated budget. Excellent set of milestones, with there being minimal risk that the project will not proceed in line with these. Proposal will deliver excellent outputs and outcomes and there is minimal risk that these will not be achieved. Excellent analysis of the projects risks and mitigations.

### Section 3 – Impact Scoring Matrix

Score	Criteria for awarding score
0	Complete failure to grasp the requirements to deliver proposal. The proposal doesn't contribute to the required outputs and outcomes and there is no evidence that demonstrates the stated outputs and outcomes are achievable. There is no evidence that the proposal will benefit all areas of York and no indication of how prosperity will be shared across the City and neighbouring areas. No consideration of equality impacts.
1	Serious weaknesses or delivers the bare minimum in terms of project impact. The proposal contributes to a limited amount of the required outputs and outcomes and there is a poor quality of evidence that demonstrates the stated outputs and outcomes are achievable. There is very limited evidence that the proposal will benefit all areas of York and limited indication of how prosperity can be shared across the City and neighbouring areas. Limited consideration of equality impacts.
2	Proposal falls short of delivering the required impact, with significant weaknesses or risks associated with project. The proposal contributes to a few of the required outputs and outcomes. There is little evidence that demonstrates the stated outputs and outcomes are achievable. There is little evidence that the proposal will benefit all areas of York and little indication of how prosperity can be shared across the City and neighbouring areas. Small consideration of equality impacts.
3	Average project impact in most respects, but lacking or inconsistent in some respects. The proposal contributes to some of the required outputs and outcomes. There is some evidence that demonstrates the stated outputs and outcomes are achievable. There is some evidence that the proposal will benefit all areas of York and there is some indication of how prosperity can be shared across the City and neighbouring areas. Some consideration of equality impacts.
4	Good understanding of the project impact, with the proposal contributing to a good number of the required outputs and outcomes. There is strong evidence that demonstrates the stated outputs and outcomes are achievable. There is good evidence that the proposal will benefit all areas

	of York and a good indication of how prosperity can be shared across the City and neighbouring areas. Good consideration of equality impacts.
5	Excellent demonstration of project impact, with the proposal significantly contributing to the required outputs and outcomes. There is excellent evidence that demonstrates the stated outputs and outcomes are achievable and the applicant has stated that they can deliver outputs or outcomes that are additional to those required under the intervention they are applying for. There is excellent evidence that the proposal will benefit all areas of York and an excellent indication of how prosperity can be shared across the City and neighbouring areas. Excellent consideration of equality impacts.

#### Section 4 – Strategic Fit Scoring Matrix

Score	Section 4 – Strategic Fit – Criteria for awarding score
0	Complete failure to grasp / reflect the ambitions of the 10 year strategies and key local plans. Shows no understanding and interpretation of the ambitions of the 10 year strategies and local plans, demonstrating no alignment. No alignment between the beneficiaries and benefits of the proposal with the 10 year strategies and Levelling up agenda.
1	Serious weaknesses and doesn't address the question of alignment any meaningful way. Limited understanding and interpretation of the ambitions of the 10 year strategies and local plans, demonstrating poor alignment. Poor alignment between the beneficiaries and benefits of the proposal with the 10 year strategies and Levelling up agenda.
2	Some understanding and interpretation of the ambitions of the 10 year strategies and local plans, but is lacking. Proposal demonstrates some alignment. Some alignment between the beneficiaries and benefits of the proposal with the 10 year strategies and Levelling up agenda, but is lacking and inconsistent.
3	Fair understanding and interpretation of the ambitions of the 10 year strategies and local plans, demonstrating average alignment. Fair alignment between the beneficiaries and benefits of the proposal with the 10 year strategies and Levelling up agenda
4	Good understanding and interpretation of the ambitions of 10 year strategies and local plans, demonstrating good alignment. Strong alignment between the beneficiaries and benefits of the proposal with the 10 year strategies and Levelling up agenda.
5	Excellent understanding and interpretation of the ambitions of 10 year strategies and local plans, demonstrating clear alignment. Innovative and proactive with sound strategy. Excellent alignment between the beneficiaries and benefits of the proposal with the 10 year strategies and Levelling up agenda.

#### Section 5 – Value for Money Scoring Matrix

Score	Criteria for awarding score
0	<p>Absolute failure to deliver any value for money impacts set out in the application/ no value for money impacts proposed, and no evidence to show what value for money impacts the project will have.</p> <p>Proposal has no chance of delivery against any output or outcome targets in the application based on the funding requested.</p> <p>The project will not stay on budget and deliver the project as per the proposal.</p> <p>The project will not be of equitable benefit to the target audience of the project.</p> <p>No demonstration of how prosperity can be shared across the target areas of the project.</p>
1	<p>Serious weaknesses in the proposal, with minimal expectation of delivery on any value for money impacts/ no value for money impacts proposed.</p> <p>No evidence to show what value for money the project may have.</p> <p>Very unlikely that the project will deliver on budget, and serious misgivings that the proposal will emerge as stated in the application</p> <p>The project is highly unlikely to be of equitable benefit to the target audience of the project, with scant geographical impact across York.</p> <p>Minimal demonstration of how prosperity can be shared across the City and neighbouring areas.</p>
2	<p>Falls short of delivering the value for money impacts set out in the application, with weak evidence to show what impact the project will have.</p> <p>Delivery against standard output and outcome targets is of concern, and the risk is that the applicant is unlikely to stay on budget and deliver the project as per the proposal.</p> <p>Applicant likely to deliver fewer financial benefits than stated on the application form based on the funding requested.</p> <p>The project is unlikely to be of equitable benefit to the target audience of the project,</p> <p>A below average demonstration of how prosperity can be shared across the City and neighbouring areas.</p>
3	<p>Standard value for money impact set out in the application, with some evidence to show how what impact the project will have.</p> <p>Delivery expected against standard output and outcome targets, with no additionality, based on the funding requested.</p> <p>Likely to stay on budget and deliver the project as per the proposal.</p> <p>The project will be of equitable benefit to the target audience of the project.</p> <p>An average demonstration of how prosperity can be shared across the City and neighbouring areas.</p>
4	<p>Good demonstration of value for money impact, with some evidence to show how what impact the project will have.</p> <p>Some over-delivery against standard output and outcome targets.</p> <p>Highly likely to stay on budget and deliver the project as per the proposal.</p> <p>Applicant has stated that they can deliver between 1 and 4 <u>additional</u> outputs or outcomes outside those listed under the intervention they are applying for based o the funding requested.</p>

	<p>The project will be of equitable benefit to the target audience of the project. A good demonstration of how prosperity can be shared across the City and neighbouring areas.</p>
5	<p>Excellent demonstration of value for money impact, including sound evidence to show what impact the project will have.            Significant over-delivery against standard output and outcome targets.            100% likely to stay on budget and deliver the project as per the proposal.            Applicant has stated that they can deliver five or more <u>additional</u> outputs or outcomes outside those listed under the intervention they are applying for based on the funding requested.            The project will be of equitable benefit to the target audience of the project.            An absolute demonstration of how prosperity can be shared across the City and neighbouring areas.</p>

**UK Shared Prosperity Fund Risk Register**

<b>Risk Register</b>	<i>Use this template to record the initial risks to the project as part of the project assessment workshop. The CYC Risk Management Guidance will help to identify and assess the risks</i>
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Project: UK Shared Prosperity Fund Programme									Date: 2 <sup>nd</sup> August 2023		
No.	Risk Title (event)	Risk Detail (cause)	Implications (consequence)	Risk Category	Risk Owner	Gross Score (before mitigating action has taken place)	Gross Rating	Controls	Net Score (assessment of the risk at the current level present time)	Net Rating	Actions - (Owner Due Date Priority)
1	A business / VCS is awarded a contract when they are already liquidated or dissolved	Business receives funds for which they are ineligible	Financial loss and reputational damage	01 – Governance and Management, 09 – Data Quality, 10 -	CYC	18		In line with criteria set out by DLUCH in their Global Fraud Risk Assessment, each UK SPF project applicant will submit a risk assessment. Creditsafe and Companies House/Charities Commission due diligence checks are carried out for	13		

				Reputatio nal				<p>each applicant organisation at appraisal. Each supplier is vetted by Procurement, either via a new or previous 'New Supplier' form. Project delivery issues may be identified at the regular programme update meetings and in scheduled reports. Project payments a phased to avoid all funding being received by the supplier at the start of the project and can be withheld if the scheduled reports are not on target. Various liabilities insurances are supplied to cover this eventuality. The signed and sealed Funding Agreement outlines the consequences of the supplier and rights of recourse for the Council in the event that project parameters are not adhered to. As many checks are possible are carried out, but the risk of this happened can never be ruled out.</p>		
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2	Business bids for a contract and then they become liquidated or dissolved during the funding period and they do not notify the LA	They receive funds for which they are not eligible	Financial loss and reputational damage	01 – Governance and Management, 10 - Reputational		22		Same mitigations as (1) – ongoing checks will be carried out and funding only released on receipt of evidence of services delivered, but the risk of this occurring can never be ruled out.	14	
3	A business bids for a contract and becomes liquidated/dissolved and then re-establishes as a new company (Phoenix Fraud)	They receive funds for which they are not eligible	Financial loss and reputational damage	01 – Governance and Management, 09 – Data Quality, 10 - Reputational	CYC	18		Same mitigations as (1). Also unlikely due to the short timescale of the UK SPF national programme and the Veritau Fraud-approved counter-measures in place for appraisal, company vetting gateways and management of the Programme in York	8	
4	A business may have financial difficulties and therefore not deliver products or complete	The business receives UK SPF monies that are diverted to pay debts	Financial loss and reputational damage	01 – Governance and Management, 10 - Reputational	CYC	19		All mitigations in place as per (1), but with emphasis on scheduled, evidenced reporting is required before funds are authorised for release, which is done in phases	9	

	services as expected									
5	A business could receive funding via other schemes for the same service or funding provided by other government departments	Business receives funds for which they are ineligible		01 – Governance and Management, 05 – Competition and Procurement, 08 – External, 09 – Data Quality, 10 - Reputational	CYC	14		Non-duplication of funding is one of the gateway criteria checks for applicants. All match funding is declared, and the Funding Agreement clearly sets out the consequences of this. Mitigations align with DLUHC risk advice.	9	
6	A business provides inaccurate information to secure a contract	Falsifying qualifications or past performance references, including false certifications and defective pricing (failure to disclose accurate, current and	Lack of transparency, reputational and financial risk and not providing value for money	01 – Governance and Management, 09 – Data Quality, 10 - Reputational	CYC	19		Thorough application/ applicant due diligence is carried out, including social media footprints and news reports to corroborate information supplied. Creditsafe checks are undertaken on all applicants to establish track record and financial health. Certificates and references to do no constitute the evidence required from applicants. Best Value forms are	9	



		complete pricing data)						completed for each successful project.		
7	A business provides an intentionally low bid	Additional costs are added post-award	Financial loss and lack of value for money	04 – Financial and efficiency	Applicant	1		This is not possible. An applicant applies for a set amount which is non-negotiable post-award. Any further costs accrued are the responsibility of the applicant, and if this impacts the deliverability of the project, the relevant sanctions, as outlined in the Funding Agreement, will be applied	1	
8	A business and/or LA employee collude to influence a Procurement Panel	Specific supplier selected	Reputational and financial risk and not providing value for money	01 – Governance and Management, 10 - Reputational	CYC	8		Highly unlikely. Each application must be appraised, individually and alone, by several officers, some from random teams supporting the Programme using a scoring matrix. Final responsibility for awarding funding taken by the head of service, and then signed off by a Corporate Director based on separate, transparent appraisal considerations. Very difficult to engineer a route whereby appraisal	1	

								outcomes could be skewed in favour of an applicant based on strict scoring criteria and a random allocation to an officer. Corporate conduct policies apply.		
9	A business provides low quality goods or services and bill for high-quality	Potential for sub-standard, used, counterfeit products for example or Defective Manufacturing - knowingly providing a product that was not manufactured as required under the terms of the contract	Health and safety risk, reputational damage and financial loss	01 – Governance and Management, 03 – H&S, 10 – Reputational	CYC and applicant	2		Highly unlikely as the majority of projects are to supply services rather than goods. There is no route to bill for further funding, the applicant will receive only the project amount agreed. The service delivered requires evidence for reporting, and funding may be withheld if this is unsuitable or lacking	1	
10	A business charges for goods or services that were not provided at		Financial loss and not providing	01 – Governance and Management, 04 – Finance	CYC	1		Highly unlikely. There is no scope for additional business charges as applicants are awarded a single amount of funding. Funding Agreements are	1	

	all (cost-plus contracts could be especially vulnerable)		value for money	and Efficiency, 10 - Reputational				not cost-plus contracts for this Programme. CYC as the lead authority has the power to refuse payments if there are any signs of abuse of funding.		
11	A business deliberately inflates project costs such as invoices: quantity of goods/services, additional lines added, 'consultancy fees'.	Time and materials contracts might be especially vulnerable to this, as would cost-plus contracts	Financial loss and not providing value for money	01 – Governance and Management, 04 – Finance and Efficiency, 10 - Reputational	CYC	8		As per entry (10)	3	
12	A third party (e.g. to a quantity surveyor) responsible for monitoring work accepts a bribe to sign-off substandard work	Sub-standard work is carried out unchecked	Financial loss and health and safety risks	01 – Governance and Management, 03 – H&S, 04 – Financial and Efficiency, 10 - Reputational	CYC	8		Whilst not impossible, this is highly unlikely as the majority of UK SPF Programme projects are services and not goods. Each phase of delivery will need to be properly evidenced before the ensuing tranche of funding can be released. Should a third party be introduced, rigorous due	3	

								diligence checks would be undertaken.			
13	A third party (OCG or individuals) steals the identity of a legitimate business to obtain funding (corporate identity theft)	Loss of funds	Financial loss and reputational risks	04 – Financial and efficiency, 06 – Stakeholder, 10 - Reputational	CYC & Applicant	18		Due diligence is conducted on applicants in the appraisal process, which involves checking if the organisation is actively trading, recent media communications and if they have web presence. Further due diligence is undertaken when organisations are set up as a new supplier which includes a CreditSafe report. Organisations that sign the grant funding agreement agree that they have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction.	12		
14	A third party wants to report fraud, bribery or corruption but the local authority	Allegations are not investigated	Loss of public funds and reputation	01 – Governance and Management, 02 – Legal & Regulator	CYC	18		CYC has an anti-fraud team, Veritau, that can deal with any allegations of fraud, bribery or corruption. Staff members of Veritau have been made aware of the SPF	12		Project managers to make sure this risk is detailed in all project risk registers and reporting

	does not have sufficient external fraud reporting routes			y, 04 – Financial and Efficiency, 06 – Stakeholder, 10 - Reputational				programme so have a base understanding of the project should any allegations be made. This risk is covered in individual project risk registers and reporting routes are detailed within this, ensuring programme managers are aware of what to do should any allegations arise.			routes are /made aware to organisations (WC/PN – ongoing)
15	A local authority employee facilitates an account takeover (mandate fraud) to divert funds, with payments transferred into a non-company account.	The employee receives funds they are not eligible for	Financial loss, legal and reputational damage.	01 – Governance and Management, 02 – Legal & Regulatory, 04 – Financial and Efficiency, 06 – Stakeholder, 10 - Reputational	CYC	22		CYC has internal processes that safeguard against this risk of fraud, including staff within the financial and procurement team only having the ability to establish new suppliers and conduct bank account checks/verification. CYC staff have obligations placed on them as employees and are required to complete Code of Conduct e-learning course. Payment schedules within grant funding agreements and regular project meetings with organisations mean that any payment not	17		All local authority staff involved in the SPF programme to have completed mandatory CYC training (Oct 2023)

								received will likely be picked up			
16	A local authority employee responsible for making payments to a contractor may act upon an erroneous or fraudulent email request to change the bank mandate or direct debit details.	Loss of funds	Financial loss and reputational damage.	02 – Legal & Regulatory, 04 – Financial and Efficiency, 06 – Stakeholder, 10 - Reputational	CYC	13		Any changes to an organisations banking details would have to be made by procurement/finance teams at CYC who are trained to deal with fraud. Requests for change will only be passed on to procurements/finance staff if requests are made by the stated programme manager and via the telephone/videocall/in-person.	6		SPF project managers are to only accept requests for change of baking details if they are made by organisation project managers and via the telephone/videocall/in-person (ongoing to March 2025)
17	A local authority employee sells or leaks confidential information to ensure certain suppliers are successful. This could include unbalanced	Lack of transparency generated and loss of value for money from SPF funding	Reputational and financial risk (not providing value for money)	01 – Governance and Management, 02 – Legal & Regulatory, 04 – Financial and Efficiency, 06 – Stakeholder	CYC	14		CYC staff have obligations placed on them as employees and are required to complete Code of Conduct e-learning course, which includes topics of gifts, hospitality and conflicts of interest. Any employee that is appraising application forms is asked	6		

	bidding (when a bidder manipulates line item prices knowing the requirements for the line item will change after contract award) leaking pricing information etc			er, 10 - Reputational				to declare conflicts of interest to SPF team.		
18	A local authority employee uses an inappropriate single-sourcing/direct award to give contracts to specific suppliers, in exchange for a personal	Lack of transparency generated and not providing value for money of SPF funding	Reputational and financial risk	, 02 – Legal & Regulatory, 04 – Financial and Efficiency, 05 – Competition and Procurement, 10 -	CYC	18		Single source awards can only be given if best value forms are completed, which are signed off by the Corporate Director and made public. Without sign-off from the Corporate Director, procurement colleagues cannot award funds, thus offering protection from this risk. Similarly, all funding decisions are made in consultation with	12	

	benefit. Or an insider deliberately writes a non-supportable sole source justification to avoid a competitive selection.			Reputational				SPF Partnership Board and Executive Member for Economy and Transport, ensuring additional oversight of any single funding decisions. CYC staff have obligations placed on them as employees and are required to complete Code of Conduct e-learning course.		
19	A local authority employee recruits a consultant with no tendering process regardless of amount involved (possibly nepotism or in exchange for benefit)	Lack of transparency generated & not providing value for money	Reputational and financial risk	02 – Legal & Regulatory, 05 – Competition and Procurement, 10 - Reputational	CYC	13		CYC staff have obligations placed on them as employees and are required to complete Code of Conduct e-learning course. Checks and balance are in place to prevent an employee from recruiting a consultant without going through a tendering process. These include procurement staff requiring confirmation that CYC's Contract Procedure Rules have been followed and details of quotes of work if a supplier is to be established and paid. The Corporate Director of	6	



								Place also has to sign-off on Best Value Form.			
20	A local authority employee sets up entirely fictitious companies/p hantom vendors to enable staff member(s) to steal funds; could also involve supplier or staff member at supplier	Loss of funds	Financial loss and reputational damage	01 – Governance and Management, 02 – Legal & Regulatory, 04 – Financial and Efficiency, 05 – Competition and Procurement, 10 - Reputational	CYC	22		Due diligence is conducted on applicants in the appraisal process, which involves checking if the organisation is actively trading, recent media communications and if they have web presence. Further due diligence is undertaken when organisations are set up as a new supplier which includes a CreditSafe report. Due diligence is also undertaken on sub-contractors. CYC staff have obligations placed on them as employees and are required to complete Code of Conduct e-learning course.	17		
21	The Local Authority provide false evidence as part of the monitoring and	The DLUHC discover the false evidence and withhold	Loss of funds, reputational damage	04 – Financial and Efficiency, 09 – Data Quality, 10 –	CYC	14		Veritau’s services have been procured to review the work of the local authority and provide assurance to the Chief Financial Officer, who has final signature of	13		

	evaluation phase	future funding		Reputational				monitoring reports to DLUHC, that what is reported is accurate. The local authority has established grant funding agreements with all organisations that sets out the definitions of outputs and outcomes provided by DLUHC and the evidence that will be required to demonstrate delivery.			
22	A business and/or LA employee collude to share surplus from funding for a higher quote for work undertaken at a lower cost	Not providing value for money for SPF funding	Reputational and financial risk	01 – Governance and Management, 02 – Legal & Regulatory, 04 – Financial and Efficiency, 05 – Competition and Procurement, 10 - Reputational	CYC	18		During the appraisal process, applicants are asked to provide a budget for their activities and to outline how they have estimated this. Appraisers then give scorings on how appropriate the budget is and how likely the applicant is to keep to this budget. If an organisation is recommended for funding, the budget is discussed and analysed further. Payments are spread across delivery, so if collusion was to emerge during activity, not all funding would be at risk and future payments	12		

								could be restricted until any issues are resolved. Local authority employees involved in appraisal are expected to declare any conflicts of interest. CYC staff have obligations placed on them as employees and are required to complete Code of Conduct e-learning course.		
--	--	--	--	--	--	--	--	--	--	--



**Best Value Form**

**Commercial Procurement Team**

(CPR 4.4. Grants less than £175k not conducting a competitive process then a Best Value Form to be completed detailing this decision)

**Service Area/Directorate:**

**Budget Holder/Director/AD responsible:**

**Grants Title:**

**Grants Summary Description:**

**Grants Type (Supplies, Services, or Works):**

**Grants Total Value/Budget: £**

**Grants Length:**

**Grants Contract Manager:**

**Council Grant Agreement document issued?:**

**Description of the reasons for the decision not to complete a Grant competitive process:**

**Best Value Form completed by:** \_\_\_\_\_

**Date** \_\_\_\_\_

**NEW SUPPLIER REQUEST FORM**

PLEASE NOTE ALL FIELDS ON THIS FORM ARE MANDATORY. INCOMPLETE FORMS CANNOT BE AUTHORISED. WHEN COMPLETE, PLEASE E-MAIL TO: [procurement@york.gov.uk](mailto:procurement@york.gov.uk)

**PART A - to be completed by CYC officer**

<b>Your name:</b>	
<b>Department:</b>	
<b>Email address:</b>	
<b>Ext No:</b>	
Have you complied with CYC's Contract Procedure Rules when selecting this supplier? <a href="#">Contract Procedure Rules - January 2023</a>	<i>Choose an item.</i>
<b>If you have not complied with the Contract Procedure Rules you will need to complete a waiver request or discuss the next steps with a member of the Procurement Team before submitting the New Supplier Form. Please see <a href="#">Planning your Procurement Process</a> for more information.</b>	
Please give details of the quotes received for the goods, services or works (Contract Procedure Rules Section 11. Procurement Competition Requirements above).	
Please provide a brief reason for this spend and also attach an electronic copy of the contract.	
Please state the anticipated total value of spend with the supplier over the lifetime of the agreement.	
Please state the anticipated duration of your agreement with the proposed new supplier, i.e. 1 month, 12 months, etc.	
Please state if goods, services, or works.	
Please state the size of supplier (e.g. SME, large company, sole trader, etc).	<i>Choose an item.</i>

<p>Is the supplier a Sole Trader?</p> <p>Please complete the employment status questions, and <b>attach the completed HMRC form with this new supplier request.</b></p> <p><a href="#">Employment Status Check</a></p> <p>Further information is available in the accompanying guidance notes on the HMRC website.</p>	<p><i>Choose an item.</i></p>
<p>Delegated Authority for new supplier request.</p>	

Providing your request for a new supplier does not breach the Council Contract Procedure Rules or you have obtained a waiver please complete the following:

**PART B – to be completed by the supplier or on behalf of the supplier**

Supplier Information	
Name of the Supplier	
Type of Company i.e. Limited, Partnership, Sole Trader	<i>Choose an item.</i>
Registered Address	
Telephone Number	
Ordering Address (address for sending purchase orders to, i.e. branch, sales or other if different to above.	
e-mail address for Purchase Orders	
e-mail address for Remittances	
Company Registration Number (where applicable)	
VAT Registration Number (if applicable) <i>Needs to be 9 characters</i> <a href="https://www.gov.uk/check-uk-vat-number">https://www.gov.uk/check-uk-vat-number</a>	
Bank Details including <ul style="list-style-type: none"> <li>• Account Number (<b>8 digits</b>)</li> <li>• Sort Code (<b>6 digits</b>)</li> <li>• Account Name</li> </ul>	

<b>Additional Information (where suppliers are Self Employed or CIS registered)</b>	
The Suppliers National Insurance Number <b>and</b> Unique Taxpayer Reference number (UTR) is required <b>before</b> set up and payment can take place.	
Are they Self Employed? If yes please complete NI and UTR below.	<i>Choose an item.</i>
National Insurance Number	
Unique Taxpayer Reference (UTR)	
Are they part of the Construction Industry Scheme? If yes please complete the sections below.	<i>Choose an item.</i>
Unique Taxpayer Reference (UTR)	
National Insurance Number	
Partner(s) full name	
Partner(s) Taxpayers Reference	
Trading as	

*We may be required or permitted, under data protection legislation, to disclose your personal data without your explicit consent. For example, if we have a legal obligation to do so, such as law enforcement, regulation and licensing, criminal prosecutions and court proceedings.*

*We must protect public funds and may use personal data and [data-matching](#) techniques to [detect and prevent fraud](#), collect taxes and ensure public money is targeted and spent in the most appropriate and cost-effective way. To do this, your personal data may be shared with other bodies responsible for auditing or administering public funds, including the [Department for Work and Pensions](#), [HM Revenue and Customs](#), the [Police](#) and other local authorities.*

**PART C – To be Completed by Procurement Team**

<i>Approved</i>	<i>Choose an item.</i>
<b>Payment terms</b>	
<b>Notes to creditors</b>	
<b>Checked Payroll</b>	<i>Choose an item.</i>
<b>Procurement Authorisation</b>	





**An EIA will be inserted here**

Dated

2023

Shared Prosperity Fund Grant Agreement

between

City of York Council

and

[INSERT NAME OF GRANT RECIPIENT]

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THIS DEED is dated

#### PARTIES

- (1) THE CITY OF YORK COUNCIL of West Office, Station Rise, York, YO1 6GH (**Council**); and
- (2) **[INSERT NAME OF GRANT RECIPIENT]** **[(incorporated and registered in England and Wales with company number [INSERT NUMBER])]**, whose principal address is at **[INSERT ADDRESS]** (**Grant Recipient**),  
  
(each a **Party** and together the **Parties**).

#### BACKGROUND

- (A) The UK Shared Prosperity Fund (**UKSPF**) was set up in 2022 as part of the UK Government’s Levelling Up agenda to provide £2.6 billion worth of new funding for local investment by March 2025, to “Build Pride in Place,” and support the UK Government’s wider commitment to level up all parts of the UK by delivering on each of the levelling up objectives:
  - (i) to boost productivity, pay, jobs and living standards by growing the private sector, especially in those places where they are lagging;
  - (ii) to spread opportunities and improve public services, especially in those places where they are weakest;
  - (iii) to restore a sense of community, local pride and belonging, especially in those places where they have been lost; and
  - (iv) empower local leaders and communities, especially in those places lacking local agency.
- (B) The UK Government has allocated five million eight hundred and forty-eight thousand, eight hundred and one Pounds Sterling (£5,848,801) to the Council for the 2022 – 2025 period, for the purposes of meeting the UKSPF objectives above.
- (C) The Council has invited grant applications from a range of applicants, appraised those applications, and determined that the project proposed by the Grant Recipient meets the UKSPF objectives.
- (D) **[INSERT AMOUNT]** has been made available from the Council’s UKSPF Grant Allocation (**Grant**) to support the Grant Recipient to deliver **[INSERT GENERAL DESCRIPTION OF PROJECT]**, detailed more fully in Schedule 1 of this Agreement (**Project**).
- (E) The Council has agreed to pay the Grant to the Grant Recipient to assist it in carrying out the Project.
- (F) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Grant Recipient and are intended to ensure that the Grant is used for the purpose for which it is awarded.

## AGREED TERMS

### 1. Definitions

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

**Bribery Act:** the UK 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.

**Commencement Date:** [INSERT DATE].

**Data Protection Legislation:** means the: (i) UK GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy.

**DPA:** means the UK Data Protection Act 2018 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.

**Exit Regulations:** means the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

**Expiry Date:** [INSERT DATE].

**Governing Body:** the governing body of the Grant Recipient including its directors or trustees.

**Grant:** the sum of [INSERT AMOUNT IN WORDS] (£[INSERT AMOUNT IN FIGURES]) to be paid to the Grant Recipient in accordance with this Agreement. Full payment details with payment dates are detailed in Schedule 2.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on the Expiry Date.

**Intellectual Property Rights:** 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.

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Material Change: in the context of the Council's delivery of the UKSPF shall mean:**

- a) a post investment plan approval request for administration costs to exceed the percentage agreed in a lead local authority's investment plan; or
- b) moving funding between investment priorities if the change involves moving 30% of the total funding allocation over the three years or £5m whichever is lower; or
- c) moving funding from an existing intervention to fund a bespoke intervention,

or such other change as may be designated a material change within the UKSPF Additional Information.

**Prohibited Act:** means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
  - (i) 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 the Council; or
  - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Grant Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
  - (i) committing any offence:
  - (ii) under the Bribery Act;
  - (iii) under legislation creating offences in respect of fraudulent acts; or
  - (iv) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
  - (v) defrauding or attempting to defraud or conspiring to defraud the Council.

**Project:** the project described in Schedule 1 of this Agreement.

**Project Manager:** the individual who has been nominated to represent the Council for the purposes of this Agreement, as per clause 26.2.

**Secretary of State means the Secretary of State for Levelling Up, Housing and Communities.**

**Subsidy Control Act: the UK Subsidy Control Act 2022,** and any other subsidy control system legislation currently in force or subsequently enacted by the UK Government.

**Term: means the period from the Commencement Date to the Expiry Date.**

**UK GDPR:** means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK Law and amended by the Exit Regulations.

**UK Procurement Requirements: means the Public Contracts Regulations 2015, the Concessions Contract Regulations 2016 and the Utilities Contracts Regulations 2016, as may be amended from time to time.**

**UKSPF Additional Information: means guidance published by the Secretary of State at <https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information> as updated from time to time, or such replacement guidance as may be issued by the Secretary of State in connection with the UKSPF.**

**Working Day(s): any day between Monday to Friday, 0900 to 1700, excluding public holidays.**

1.2 In this Agreement:

- (a) reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the European Union that is directly applicable to the United Kingdom;
- (b) reference to any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Agreement so numbered;
- (c) reference to "this Agreement" includes any variations made from time to time pursuant to the terms of this Agreement;



- (d) reference to “including” shall be construed so as not to limit the generality of any words or expressions in connection with which it is used;
- (e) reference to “determined” or “determine” means, unless the contrary is indicated a determination made at the discretion of the person making it;
- (f) where the consent approval or agreement of the Council is required pursuant to the terms of this Agreement, it shall not be construed as having been given unless provided in writing;
- (g) words importing one gender shall include both genders and the singular shall include the plural and vice versa; and
- (h) the headings in this Agreement shall not affect its interpretation.

## **1A Commencement and Duration**

1A.1 This Agreement shall take effect on the Commencement Date.

1A.2 This Agreement shall expire automatically on the Expiry Date, unless it is otherwise terminated in accordance with the provisions of this Agreement.

## **2. Purpose of Grant**

- 2.1 The Grant 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 and the requirements of the UKSPF Additional Information. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Grant Recipient shall not make any significant change to the Project without the Council’s prior written agreement.
- 2.3 The Grant Recipient acknowledges that where a proposed change to the Project may result in a Material Change, the Council will be required to seek approval from the Secretary of State prior to agreeing such change with the Grant Recipient.
- 2.4 Where a change request does not require Secretary of State approval as referred to at clause 2.3 above, the Council shall either agree to the change request or reject the change request within thirty (30) days of the date of the written change request. Where Secretary of State approval is required the Council shall agree to or reject the change request as soon as reasonably practicable following receipt of a response from the Secretary of State.

2.5 Where the Grant Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Grant 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 the Council is funding in full under this Agreement.

### 3. Payment of Grant

3.1 Subject to clause 14, the Council shall pay the Grant to the Grant Recipient in accordance with the payment schedule as set out in Schedule 2 to this Agreement subject to the necessary funds being available when payment falls due. The Grant Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.

3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project. Items which will not be considered proper expenditure and so will not be eligible for Grant funding shall include, but not be limited to, the following:

- (a) paid for lobbying, entertaining, petitioning or challenging decisions which means using the Grant to lobby (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity including the receipt of UKSPF funding; or attempting to influence legislative or regulatory action;
- (b) payments for activities of a party political or exclusively religious nature;
- (c) VAT reclaimable from HMRC;
- (d) gifts, or payments for gifts or donations;
- (e) statutory fines, criminal fines or penalties;
- (f) payments for works or activities which the Grant Recipient or any member of their partnership has a statutory duty to undertake, or that are fully funded by other sources;
- (g) contingencies and contingent liabilities;
- (h) dividends;
- (i) bad debts, costs resulting from the deferral of payments to creditors, or winding up a company;
- (j) expenses in respect of litigation, unfair dismissal or other compensation;
- (k) costs incurred by individuals in setting up and contributing towards private pension schemes; or
- (l) any other item which is prohibited by the UKSPF Additional Information.

3.3 The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient in its delivery of the Project.

- 3.4 The Grant shall be paid into a separate bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Grant Recipient.
- 3.5 The Grant 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 the Council.
- 3.6 The Grant Recipient shall promptly repay to the Council 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 Grant Recipient.

#### **4. Use of Grant**

- 4.1 The Grant shall only be used by the Grant Recipient for the delivery of the Project.
- 4.2 Where the Grant 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 notified to the Council with a clear description of what that funding shall be used for.
- 4.3 Without prejudice to clause 3.2 above, the Grant Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
  - (b) purchase buildings or land; or
  - (c) pay for any expenditure commitments of the Grant Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

- 4.4 The Grant Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Grant Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.6 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Grant Recipient to deliver the Project must be managed and paid for by the Grant Recipient using the Grant or other resources of the Grant Recipient. There will be no additional funding available from the Council for this purpose.

## 5. Subsidy Control

- 5.1 The Grant Recipient has undertaken an assessment of the compatibility of the Project with the Subsidy Control Act and confirms to the Council that the Project is structured so it is compliant with the Subsidy Control Act.
- 5.2 The Grant Recipient acknowledges that the Council has considered the Grant Recipient's previous representations on compliance with the Subsidy Control Act in deciding to offer the Grant to the Grant Recipient for the Project.
- 5.3 The Grant Recipient warrants that the Grant and any public investment in the Project does not constitute an unlawful subsidy as defined in the Subsidy Control Act and, without prejudice to the general nature of this, the Grant Recipient further warrants that:
- (a) the Grant Recipient's use of the Grant (including any flow down of the Grant) will at all times be in accordance with the Subsidy Control Act;
  - (b) the Grant Recipient will openly procure and/or benchmark (as appropriate and compliant) all contractors and operators that will be involved in the delivery of the Project and shall comply with all applicable UK Procurement Requirements at all times in relation to the Project to the extent required by Law;
  - (c) the Grant Recipient shall procure and maintain the necessary expertise and resources to deliver the Project in accordance with the Subsidy Control Act for the full term of the Project;
  - (d) the Grant Recipient shall retain all documentation in relation to the Grant for a minimum of twelve (12) years after the final Grant Claim is paid. Such documentation may be held in either paper records or electronic form;
  - (e) in the event that the Grant or part of it is determined by a court of the United Kingdom or any other judicial body appointed by the UK Government to a subsidy in breach of the Subsidy Control Act and the court of other judicial body decides that it shall take all necessary measures to recover the Grant (in full or in part) from the Grant Recipient the Grant Recipient shall, to the extent the decision of the Court of other judicial body requires repayment of all or part of the Grant received by the Grant Recipient, immediately repay such proportion of the Grant to the Council plus interest in accordance with the recovery decision and without set-off or deduction;
  - (f) in the event of any proposed variation to this Agreement including its Schedules the Grant Recipient shall submit all information required by the Council for the purposes of ensuring the Grant complies with the Subsidy Control Act in force on the date of the proposed variation and the Grant Recipient will repeat and reconfirm the warranties, representations and

undertakings set out in this Agreement and any additional confirmation required by the Council in any variation documentation. The Council shall agree no variation to this Agreement including its Schedules if the variation would result in the Grant failing to comply with the Subsidy Control Act.

5.4 The Grant Recipient acknowledges and agrees that it is responsible for ensuring that its use of the Grant and all aspects of the Project are in accordance with the Subsidy Control Act. The Grant Recipient hereby indemnifies the Council (its employees, agents, and representatives) on demand from and against all Losses, whether direct or indirect, in respect of a breach of the Subsidy Control Act and/or which arise out of or in consequence of a breach of any part of this Agreement.

5.5 The Grant Recipient acknowledges that the Council may be obliged to assist government departments and bodies in respect of this Agreement and the Grant. The Grant Recipient shall fully co-operate with the Council in the provision of such information.

5.6 The Grant Recipient shall ensure that a clear audit trail is in place and retained in accordance with clause 5.3(d).

**6. Best Value and Procurement Requirements**

6.1 The Grant Recipient shall ensure that best value for money is obtained in the procurement of all works, goods and services that form part of the Project by adopting the following minimum procedures:

<b>Value of Contract</b>	<b><u>Minimum Procedure</u></b>
£0 to £2,499	Direct award
£2,500 - £24,999	3 written quotes or prices sought from relevant suppliers of goods, works and / or services
Over £25,000	Formal tender process

6.2 The Grant Recipient shall always comply with all applicable UK Procurement Requirements in relation to the Project to the extent required by Law.

6.3 The Grant Recipient shall comply with the Secretary of State’s and the UK’s position and instruction on handling and/or severance of Russian supply contracts, including ensuring compliance with any prohibitions and sanctions which are in place or may arise. This will also include compliance with the position regarding sanctions placed on individuals currently, or in future. The Grant Recipient must ensure also that all other parties involved in the Project (including (but not limited) all contractors, sub-contractors, consultants, professional advisers, and agents) also comply.

## **7. Accounts and records**

- 7.1 The Grant shall be shown in the Grant Recipient's accounts as a restricted fund and shall not be included under general funds.
- 7.2 The Grant Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 7.3 The Grant Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

## **8. Monitoring and reporting**

- 8.1 The Grant 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.
- 8.2 The Grant Recipient shall provide the Council with reports on its use of the Grant and delivery of the Project on the dates set out in the timetable in Schedule 3 of this Agreement (or such amended timetable as may be issued by the Council from time to time), using the template set out at Schedule 4 of this Agreement (or such alternative format as may be agreed by the Council from time to time).
- 8.3 Where the Grant Recipient has obtained funding from a third party for its delivery of part of the Project, the Grant Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 8.4 The Grant Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 8.5 The Grant Recipient shall permit any person authorised by the Council 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.
- 8.6 The Grant Recipient shall permit any person authorised by the Council for the purpose to visit the Grant Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, the Council 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.

8.7 The Grant Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

8.8 The Grant Recipient shall provide such additional information in such format as the Council may require at any time. This includes information about the progress of the Project, the achievement of any key milestones and/or project objectives and/or outputs, information relating to Grant payments and any other information required to enable the Council to meet its reporting obligations and other obligations under the Subsidy Control Act and its obligations to the Secretary of State.

## **9. Acknowledgment and publicity**

9.1 The Grant Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.

9.2 The Grant Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Grant Recipient shall acknowledge the support of the Council 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 the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

9.3 In using the Council's name and logo, the Grant Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.

9.4 In addition to the requirements of clauses 9.2 and 9.3 above the Grant Recipient shall comply with all branding guidelines issued by the Secretary of State from time to time relating to Government funded projects, Levelling Up projects and/or the UKSPF, as appropriate for the Project, including but not limited to the guidelines set out in the UKSPF Additional Information.

9.5 The Grant Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.

9.6 The Council may acknowledge the Grant Recipient's involvement in the Project as appropriate without prior notice.

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

## 10. Intellectual Property Rights

- 10.1 The Council and the Grant 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 the Council or the Grant Recipient before the Commencement Date, shall remain the property of that Party.
- 10.2 Each Party grants each other Party a non-exclusive, non-transferrable (except in the case of statutory or voluntary re-organisation) royalty free, right and licence to use its Intellectual Property so far as it is needed for the purposes of this Agreement.
- 10.3 The Grant Recipient shall use all reasonable endeavours to procure that any licences for third party products reasonably necessary for the provision of the Project:
- (a) are perpetual; and
  - (b) contain terms which will allow the Council on termination of this Agreement to use, adapt, maintain and support such third party products or to engage a new service provider to do so.
- 10.4 Where the Council has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Grant Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

## 11. Confidentiality

- 11.1 Subject to clause 12 (**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.
- 11.2 The obligation of confidentiality contained in this clause 9 shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party;
  - (b) 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

- (c) is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that Party to the disclosing Party.

## 12. Freedom of information

12.1 The Grant Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**) and shall assist and co-operate with the Council (at the Grant Recipient's expense) to enable the Council to comply with its obligations under the FOIA and EIRs.

12.2 The Grant Recipient shall:

- (a) transfer the request for information to the Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
- (b) provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Council requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIRs.

12.3 The Council shall be responsible for determining at its absolute discretion whether the information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIRs;
- (b) is to be disclosed in response to a request for information, and in no event shall the Grant Recipient respond directly to a request for information unless expressly authorised to do so by the Council.

12.4 The Grant Recipient acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the EIRs to disclose information:

- (a) without consulting with the Grant Recipient; or

- (b) following consultation with the Grant Recipient and having taken its views into account,

provided always that where clause 12.4(b) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Grant Recipient advanced notice, or failing that, to draw the disclosure to the Grant Recipient's attention after any such disclosure.

- 12.5 The Grant Recipient shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

### **13. Data Protection**

- 13.1 Each Party shall comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace a Party's obligations under the Data Protection Legislation. Each Party shall bear its own costs in relation to comply with this clause 13 and the Data Protection Legislation.
- 13.2 The Grant Recipient shall and shall ensure that its personnel shall, in performing its obligations under this Agreement, comply in all respects with the Data Protection Legislation.
- 13.3 The Grant Recipient shall and shall ensure that its personnel shall not do or permit anything to be done which might jeopardise or contravene the Council's compliance with the Data Protection Legislation.
- 13.4 As and when required to enable compliance with the monitoring requirements within the UKSPF Additional Information, appropriate arrangements for sharing of data by the Grant Recipient with the Council will be developed and set out, including privacy notices as and where appropriate.

### **14. Withholding, suspending and repayment of Grant**

- 14.1 The Council's intention is that the Grant will be paid to the Grant Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant, reduce the amount of Grant payable to the Grant Recipient, and/or require repayment of all or part of the Grant if:

- (a) the Secretary of State withholds or reduces the allocation of funding to the Council;
- (b) the Grant Recipient uses the Grant for purposes other than those for which they have been awarded;
- (c) the delivery of the Project does not start within one (1) month of the Commencement Date and the Grant Recipient has failed to provide the Council with a reasonable explanation for the delay;

- (d) the Council considers that the Grant Recipient has not made satisfactory progress with the delivery of the Project, including any failure by the Grant Recipient to comply with the monitoring requirements set out in this Agreement;
- (e) the Grant Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
- (f) the Grant Recipient obtains duplicate funding from a third party for the Project;
- (g) the Grant Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- (h) the Grant Recipient provides the Council with any materially misleading or inaccurate information;
- (i) the Grant Recipient commits or committed a Prohibited Act;
- (j) further to clause 5.3(e), the award of the Grant is determined at any time to be breach of the Subsidy Control Act;
- (k) where applicable, the Grant Recipient's use of the Grant is in breach of the UK Procurement Requirements;
- (l) any member of the Governing Body, employee or volunteer of the Grant Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council 's name or reputation into disrepute;
- (m) the Grant 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);
- (n) the Grant 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;  
or

- (o) the Grant Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.

14.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Grant Recipient (including any sum that the Grant Recipient is liable to pay to the Council in respect of any breach of the Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Grant Recipient under the Agreement or under any other agreement or contract with the Council.

14.3 Where the Council requires the Grant Recipient to repay any amount of the Grant, the Grant Recipient shall repay the amount concerned within fifteen (15) Working Days of receiving the demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.

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

14.5 Should the Grant 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 the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies

14.6 If the Council exercises its rights under clause 14.1 this shall be without prejudice to any other right or action or remedy of the Council in respect of any breach by the Council of the terms of this Agreement.

14.7 If the Council exercises its rights under clause 14.1 the Council shall give written notice to the Grant Recipient that the Council is ceasing to make payment of the Grant and from the date of such notice the Council shall cease to be under any obligation to pay any amount of the Grant to the Grant Recipient and shall have no on-going or continuing obligations in respect of the Project under this Agreement.

### **13. Repayment of over- subsidy of Grant**

Where it has been identified that there has been an over-subsidy of the Grant (determined by the Council in its absolute discretion), the Council shall be entitled to recover the over-subsidy of the Grant by requiring the Grant Recipient to repay the value of the over-subsidy to the Council following the provision of reasonable notice.

### **14. Accounting records**

14.1 The Grant Recipient shall maintain full and accurate records and documentary evidence for the Project on an open book basis and the Grant Recipient shall permit the Council and persons authorised by the Council to inspect, audit and take copies of all reports, books, accounting records and vouchers which the Council properly considers relevant to the Project

- 14.2 The Grant Recipient shall provide the Council with such other information as the Council may require in connection with the Project.

## **15. Anti-discrimination**

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

## **16. Human rights**

- 16.1 The Grant 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 Grant Recipient were a public body (as defined in the Human Rights Act 1998).
- 16.2 The Grant Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

## **17. Limitation of liability**

- 17.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Grant Recipient shall indemnify and hold harmless the Council, 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 Grant Recipient in relation to the Project, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.
- 17.2 The Council shall under no circumstances whatever be liable to the Grant Recipient whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any Losses arising under or in connection with this Agreement.
- 17.3 Subject to clause 17.1, the Council's liability under this Agreement is limited to the payment of the Grant.
- 17.4 Neither Party shall be liable to the other Party (so far as permitted by Law) for indirect special or consequential loss or damage of any nature in connection with this Agreement which shall include, without limitation, any loss of or damage to profit,

revenue, contracts, anticipated savings, goodwill, or business opportunities whether direct or indirect.

17.5 Each Party shall always take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

17.6 Any clause limiting the Grant Recipient's liability does not apply in relation to any order of a court of other judicial body in respect of the Grant for breach of the Subsidy Control Act.

## **18. Warranties**

The Grant Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources, consents and expertise required to deliver the Project (assuming due receipt of the Grant), including but not limited to the consent of the owner of the land which shall be used for the Project;
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Grant Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council 's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

## 19. Indemnities

The Grant Recipient shall indemnify and keep indemnified the Council against all liabilities, damages, expenses, losses and costs incurred or suffered by the Council arising out of or attributable to the acts or omissions of the Grant Recipient or any of its employees, agents or sub-contractors in connection with this Agreement.

## 20. Insurance

20.1 The Grant 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 Grant Recipient, arising out of the Grant Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

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

- (a) public liability insurance with a limit of indemnity of not less than **[five]** million pounds (**[£5,000,000]**) in relation to any one claim or series of claims arising from the Project; and
- (b) professional indemnity insurance with a limit of indemnity of not less than **[one]** million pounds (**[£1,000,000]**) in relation to any one claim or series of claims arising from the Project; and
- (c) 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.

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

## 21. Duration

21.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the Expiry Date.

21.2 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.

## **22. Termination**

- 22.1 The Council may terminate this Agreement and any Grant payments on giving the Grant Recipient one (1) month's written notice should it be required to do so by financial restraints or for any other reason.
- 22.2 The Grant Recipient acknowledges and agrees that the Council shall have no ongoing or continuing obligations in relation to the Project upon the termination of this Agreement.
- 22.3 Any termination of this Agreement for any reason shall not affect any accrued rights or liabilities of either Party, nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination including without limitation clauses on warranty, indemnity, limitation of liability and confidentiality or any right or entitlement of either Party to claim damages arising from such termination (subject to and in accordance with the provisions of this Agreement).

## **23. Value Added Tax**

- 23.1 The payment of the Grant by the Council under this Agreement is believed to be outside the scope of VAT but in the event any VAT shall become chargeable all payments shall be deemed to be inclusive of all VAT and the Council shall not be obliged to pay any additional amount by way of VAT.
- 23.2 All sums or other consideration payable to the Grant Recipient or provided by the Grant Recipient to the Council at any time shall be deemed to be exclusive of all VAT payable. Where any such sums become payable or due or other consideration is provided, the Grant Recipient shall, at the same time or as the case may be on demand by the Council, in addition to such sums or other consideration pay to the Council all the VAT so payable upon the receipt of a valid VAT invoice.

## **24. Assignment**

The Grant Recipient may not, without the prior written consent of the Council, 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.

## **25. Waiver**

- 25.1 No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy. The rights and remedies available to the



Parties under this Agreement are cumulative and are in addition to and not in substitution for any other rights or remedies which the Parties would otherwise have however arising.

- 25.2 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 nor enforceability of the remaining provisions of this Agreement shall be in any way affected or impaired as a result.

## 26. Notices

- 26.1 All formal notices in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such notices 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 notices shall be deemed to have been given and received on the second working day following such mailing.
- 26.2 Day to day communication in respect of the Project, including but not limited to requests for the Council's consent where required pursuant to any provision of this Agreement, may be addressed to the following key contacts:

### For the Council – the Project Manager

**Name:** [Will Clarke]

**Email:** [Will.Clarke@york.gov.uk]

### For the Grant Recipient

**Name:**

**Email:**

or such alternative as may be nominated by either Party.

## 27. Variations

- 27.1 The Parties may vary this Agreement at any time subject to the written consent of the Parties.
- 27.2 The Council reserves its right to amend this Agreement upon notification to the Grant Recipient if any directions guidance or other communication is given or made to the Council by the Secretary of State or any government body or agency or equivalent entity requiring such amendment.

## **28. Dispute resolution**

28.1 In the event of any complaint or dispute (which does not relate to the Council'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 the Council from time to time.

28.2 Should the complaint or dispute remain unresolved within fourteen (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 the Chief Executive of the Council and the Chair of the Grant Recipient with an instruction to attempt to resolve the dispute by agreement within twenty-eight (28) days, or such other period as may be mutually agreed by the Council and the Recipient.

28.3 In the absence of agreement under clause 28.2, 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.

## **29. No partnership or agency**

This Agreement shall not create any partnership or joint venture between the Council and the Grant 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.

## **30. Good faith and co-operation**

The Grant Recipient covenants with the Council that it shall at all times act with the utmost good faith towards the Council and shall at all times co-operate fully with the Council.

## **31. Joint and several liability**

Where the Grant 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 Grant Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

## **32. Contracts (Rights of Third Parties) Act 1999**

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.

## **33. Governing law**

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 English courts.

### **34. Miscellaneous**

- 34.1 Nothing in this Agreement nor any other document shall impose any obligation or liability on the Council with respect to any actions of or obligations or liabilities assumed or incurred by the Grant Recipient or its agents contractors or employees whether under contract statute or otherwise.
- 34.2 The fact that the Council or any representatives of the Council have supplied or received any documents or information or attended any meeting shall not in itself imply approval of any matters raised in any such document, information or meeting or relieve the Grant Recipient of any obligation or liability in respect of the Project.
- 34.3 Nothing in this Agreement shall affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Agreement.
- 34.4 This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements representations or understandings between the Council and the Grant Recipient.

### **35. Counterparts**

- 35.1 This Agreement may be executed in any number of separate counterparts, each of which when executed and delivered shall be an original, and such counterparts taken together shall constitute one and the same Agreement.
- 35.2 Each party may evidence their execution of this deed by transmitting by email a signed signature page of this Agreement in PDF format together with the final version of this Agreement in PDF or Word format, which shall constitute an original signed counterpart of this Agreement. Each party adopting this method of execution shall, following circulation by email, provide the original, hard copy signed signature page to the other parties as soon as reasonably practicable.
- 35.3 This Agreement shall not be effective until each party has executed and delivered one counterpart.

IN WITNESS WHEREOF this Agreement has been executed as a Deed and is delivered and takes effect on the date first above written.

**EXECUTED** as a **DEED**

by the affixing of the **COMMON SEAL** of

**THE CITY OF YORK COUNCIL**

in the presence of:

.....

Authorised Signatory

EXECUTED as a DEED

by [NAME OF DIRECTOR/AUTHORISED SIGNATORY] duly authorised for and on behalf of

[INSERT NAME OF GRANT RECIPIENT]

.....

[Director's Signature/Authorised Signatory]

in the presence of:

.....

Witness' Signature

.....

Print Name

.....

.....

.....

Print Address

.....

Print Occupation

Schedule 1 The Project

[INSERT DESCRIPTION OF PROJECT, INCLUDING ANY OBJECTIVES, MILESTONE DATES, AND/OR TARGETS]

Schedule 2 Payment Schedule

Year	Amount of Grant Payable	Date of Claim
1	£[INSERT AMOUNT]	[INSERT DATE]
<b>TOTAL</b>	£[INSERT AMOUNT]	

Schedule 3 Reporting Timetable

Reporting Periods	Report due to CYC	CYC Report Due to Government
1 April to 30 June 2023	14/07/2023	01-Aug-23
1 July to 30 September 2023	13/10/2023	01-Nov-23
1 October to 31 December 2023	12/01/2024	01-Feb-24
1 January to 31 March 2024	12/04/2024	01-May-24
1 April to 30 June 2024	12/07/2024	01-Aug-24
1 July to 30 September 2024	14/10/2024	01-Nov-24
1 October to 31 December 2024	13/01/2025	01-Feb-25
1 January to 31 March 2025	31/03/2025	01-May-25
Final Project Evaluation	16/06/2025	



Schedule 4 Template Monitoring Report

Monitoring Report No.X – [PROJECT NAME] – [MONTH/YEAR] – UK SPF

**1) General Project Progress**

to include a summary of activities completed during the reporting period, with a breakdown by geography

--

**2) Financial Progress**

to include:

- Total expenditure to date with summary of spend items
- Report any forecasted underspend for the current financial year
- Report on any match funding received to support the project

--

**3) Outputs and Outcomes Update**

to include:

- Total outputs and outcomes achieved to date
- Summary of evidence used to demonstrate outputs and outcomes

Outputs:

Output	Target	Delivered

Evidence used:

Outcomes:

Outcome	Target	Delivered


Evidence used:

**4) Project Issues and Changes**

**5) Forward Look**  
 Summarise the next steps of the project and highlight any new projects, events, case studies or opportunities for a ministerial visit

Report completed by:

Date:



## York UK Shared Prosperity Fund Application Form

This form is for project applicants applying for funding from the UK Shared Prosperity Fund in York.

The level of information provided by the applicant should be proportionate to the size and complexity of the project proposed.

<b>Applicant organisation:</b>	City of York Council
<b>Postal address:</b>	West Offices, Station Rise, York YO1 6GA
<b>Website address:</b>	<a href="http://www.york.gov.uk">www.york.gov.uk</a>
<b>Company Registration Number (where relevant):</b>	
<b>Charity Registration Number (where relevant):</b>	
<b>Senior Responsible Officer contact details:</b>	
<b>Please confirm the type of organisation:</b>	

Local authority <input checked="" type="checkbox"/>
Private sector
Voluntary sector
University
FE College
Other (please specify)

**Intervention**

Please identify under which intervention of the York UK Shared Prosperity Fund you are applying:

Tick

E

**Part 1 - Project Summary**

1a. Project Name

1b. Please describe your project and the activities you will undertake

1c. Who will deliver the activities?

1d. How will the activities be delivered?

1e. Who will be the beneficiaries of the project?

1f. Where will the activities take place?

1h. What are the key milestones for the development and implementation of the project?

**Milestone**

**Target Month**

## Part 2 – Project Impact

2a. What will be the short and long term benefits of the project on its beneficiaries and the wider community?

2b. What UK SPF Outputs will the project deliver?

*Please refer to the Output targets for your intervention as set out in the York UKSPF Investment Plan and the definitions provided in the York UKSPF Outputs and Outcomes spreadsheet. Describe below what Outputs you will deliver and how you will provide evidence that they have been achieved. Please also explain how you have estimated these Outputs. Summarise your proposed outputs in Annex A.*

2c. What UK SPF Outcomes will the project deliver?

*Please refer to the Outcome targets for your intervention as set out in the York UKSPF Investment Plan and the definitions provided in the York UKSPF Outputs and Outcomes spreadsheet. Describe below what Outputs you will deliver and how you will provide evidence that they have been achieved. Please also explain how you have estimated these Outputs. Summarise your proposed outcomes in Annex A.*

- 

2d. Would you expect to achieve any of these outputs and outcomes without UK SPF support?

2e. How will the project support York's Net Zero ambitions and wider environmental considerations?

2f. How will the project support Health and Wellbeing among York's residents and businesses?

## Part 3 – Project Deliverability

3a. Are there any formal consents or permissions that are required for the project to proceed? Please provide a timetable indicating when these will be secured including formal Council approval as appropriate.

3b. Is your project dependent on other organisations or projects (for example, to provide clients, workspace, or other resources)? Please indicate the status of any such third party support (not yet secured, secured (provide written evidence), agreed in principle (provide evidence))
34c. What risks are there that may prevent the successful completion of the project? Please also complete the risk register at Annex B.
3d. Describe the process that will be used to monitor risk including alignment with the <a href="#">All About Projects</a> corporate process

<b>Part 4 - Funding Package</b>
4a. How much UK SPF investment is sought?
4b. Does the funding package include any match funding? If so, how much? When will any funding that is not in place be secured?
4c. What will the funding package be spent on?
4d. How has the overall budget been estimated, what has been done to test that it is accurate? How would any unexpected costs be managed?

<b>Part 5 – Evaluation</b>
5a. It is important that projects are robustly evaluated, and that learning is shared with others. Please describe:

- how the project will be evaluated, in terms of how it was delivered and its impact on clients
- how the findings of the evaluation will be disseminated

### Part 6 – Subsidy Control

All bids must also consider how they will deliver in line with subsidy control as per UK Government guidance: <https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities>

6a. Does any aspect of the project involve the provision of subsidies?

No

6b. If yes, briefly explain how the subsidies are compliant with the UK’s subsidy control regime as set out in the government guidance.

6c. Please explain how you have assessed the project’s status in terms of subsidy control and where you have sought advice on this subject.

### Part 7 - Branding and Publicity

Guidance on the branding and publicity requirements for the UK SPF is set out in the Government Guidance on UKSPF document.

7a. Please confirm that you have read and will comply with all aspects of the Fund branding and publicity requirements.

### Part 8 - Project Applicant Statement

I declare that I have the necessary delegated authority to represent City of York Council in making this application.

I consent to the Personal Data submitted with this form being shared as set out at <https://www.york.gov.uk/privacy/UKSPFApplication>

For and on behalf of the project applicant Name:			
Position		Date	

**Annex A – Project Impact Indicators**

Please summarise the Outputs and Outcomes described in Part 2 of this form

<b>Output</b>	<b>Total</b>
<b>Outcome</b>	<b>Total</b>



## Annex B – Project Risks

### Project Risk Management

Please be as concise as possible.

Summarise:

- the key risks to the delivery and success of the project
- who is responsible for managing the risk, the Owner?
- the probability of the risk occurring, is it high, medium or low?
- what would be the impact of the risk, high, medium or low?
- The mitigation plans in place to manage the risk occurring or to deal with the risk if it does occur

<b>Risks Description</b>	<b>Owner</b>	<b>Probability (H,M,L)</b>	<b>Impact (H,M,L)</b>	<b>Proposed Mitigation</b>

## Subsidy Test – [PROJECT NAME] – [MONTH/YEAR] – UK SPF

UKSPF Strand:	
Intervention:	
Organisation:	
Project:	
Type of Assistance:	
Value of Assistance:	
Summary of Project	
Assessor:	
Date first completed:	
Last reviewed:	
Outcome:	

**6) Is the financial assistance given, directly or indirectly, from public resources by a public authority?**

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**7) Does the financial assistance confer an economic advantage on one or more enterprises?**

Note: The financial assistance must confer an economic advantage, meaning that it is provided on favourable terms. Financial assistance will not confer an economic advantage if it could reasonably be considered to have been obtained on the same terms on the market.

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**8) Is the financial assistance specific, such that it benefits one or more enterprises over one or more enterprises with respect to the production of goods or services?**

Note: This covers financial assistance that is provided to specific beneficiaries determined on a discretionary basis by the government, as well as assistance that benefits (directly or indirectly) only enterprises in a particular sector, industry or area, or with certain characteristics.

**9) Does the financial assistance have, or is it capable of having, an effect on competition or investment within the UK, or international trade or investment?**

Note: To constitute a subsidy, the assistance must have a genuine effect that is more than incidental or hypothetical on competition or investment in the UK, or on international trade or investment.

Outcome: [Yes, it is a subsidy/No, it is not a subsidy]

[If it is a subsidy, please proceed to Question 5]

**10) Exemptions: Do any of the following apply to this subsidy:**

- Minimal Financial Assistance (MFA)
- Services of Public Economic Interest (SPEI)
- Natural disasters
- Other emergencies

Outcome: [Yes, exemptions apply to this subsidy/No, exemptions do not apply to this subsidy]

[If exemptions do not apply to this subsidy, please proceed to Question 6]

11) Is the type of subsidy prohibited or have conditional rules under the Subsidy Control Act 2022?

Outcome: [This type of subsidy is prohibited/This type subsidy is not prohibited]

If the subsidy is not prohibited, please proceed to complete the Subsidy Controls Principal Assessment.

- ENDS -