



BARNSLEY
Metropolitan Borough Council

Place Directorate
Economic Regeneration Business Unit

**Grant Funding Agreement
Barnsley Metropolitan Borough Council**

ERDF Superfast South Yorkshire Connection and Innovation Voucher Scheme

Voucher Funding Agreement

This Funding Agreement is to confirm that a Grant from ERDF has been approved under the Superfast South Yorkshire Connection and Innovation Voucher Scheme and sets out the conditions and specific requirements for the provision of the Grant.

Organisation:

Address:

Contact name:

Contact telephone number:

Contact email:

The Organisation will be referred to in this Funding Agreement as the 'Project Sponsor' or simply 'Sponsor'.

Project Reference:

ERDF Amount Approved

Approval Date:

End Date:

This Funding Agreement is between the Project Sponsor and Barnsley Metropolitan Borough Council (BMBC). BMBC is acting in the capacity of accountable body for the ERDF funded Superfast South Yorkshire Connection and Innovation Voucher Scheme.



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1) The Project Approval

BMBC approved ERDF funding for this Project on based on the relevant project details submitted within the SFSY Vouchers application. It is subject to the terms and conditions set out in this Funding Agreement.

-ERDF funding of is approved until in accordance with the expenditure detailed in this Funding Agreement, the Voucher application and subject to satisfactory claims and evidence. The funding offered is subject to satisfactory progress and compliance with the conditions in this Funding Agreement. Grant payments are made in arrears on defrayed expenditure (i.e. expenditure already incurred and paid by the Project Sponsor that is supported by receipts and invoices and such other accounting documents of verifiable value in such format as may be acceptable to BMBC, acting reasonably).

2) Outputs

The Project must achieve the overall Outputs set out as below:-

P4	1 speed test
C6	

Delivery of these Outputs by the Project Sponsor are deemed to be a contractual obligation and it is acknowledged and agreed by the parties that failure to meet these Outputs could lead to a loss of Grant, reduction in payment or the requirement for the Grant monies to be repaid in whole or in part by the Project Sponsor to BMBC under Clauses 7 (Clawback) and 9 (Termination) of this Funding Agreement.

3) Monitoring

It is the responsibility of the Project Sponsor to supply all monitoring information to BMBC as



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and when required basis by the specified deadlines. The Project Sponsor shall provide BMBC with such information and in such format as BMBC may at any time require including without limitation information about the progress of the Project and achievement of the Outputs , any other information required to enable BMBC to meet its obligations as accountable body for the ERDF funded Superfast South Yorkshire Connection and Innovation Voucher Scheme and such information as is required to enable BMBC to comply with any requirements for disclosure under the Freedom of Information Act 2000, 'Code of Practice on Access to Government Information' and /or the Environmental Information Regulations.

4) General Conditions - Contracts

4.1 In addition to the terms and conditions in this Funding Agreement, the Project Sponsor shall comply with the terms and conditions and specific requirements for ERDF Funding for the Project , any government guidance and the Voucher application guidance, as may be notified by BMBC to the Project Sponsor from time to time.

4.2 It is agreed and acknowledged that any breach of the terms and conditions of this Funding Agreement and/or the said terms and conditions and specific requirements for the ERDF Funding may , under Clauses 7(Clawback) and 9 (Termination) of this Funding Agreement, result in the Project Sponsor's payments being cancelled, delayed or reduced or the Project Sponsor may be required to repay in whole or part any Grant monies received by them in relation to this Project.

4.3 The Project Sponsor warrants that it has provided BMBC with full details of all contracts for goods, works or services which will form part of the Project and for which it will claim reimbursement for expenditure in respect of and that it has ensured the procurement processes which have been followed in respect of the said goods , works or services are as outlined, and in accordance with the requirements set out, in the ESIF Procurement Requirements, contained in Annex 1 to this Funding Agreement.

5) Finance and Management

The Project Sponsor shall ensure that records of all documents and expenditure relating to the Project, including without limitation invoices, receipts and bank statements are kept for a



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minimum of seven years beyond the end of ERDF funding programme and shall also be available for inspection by BMBC and all other interested parties in connection with the said funding (as the ERDF funding finishes [31st December 2019], this means all records should be kept until at least 31st December 2027).

Full, accurate and proper records to be kept pursuant to this provision shall include:

- Full application documentation, including procurement;
- original bank statements;
- original receipts and invoices for all items of expenditure relating to the Project;
- appropriate output documentation and evidence of outcomes relating to the Project.

The Project Sponsor must also allow BMBC and DCLG and their internal and external auditors access to all information as requested; this includes without limitation access to accounts, premises, facilities, output documentation and other records.

ERDF Grant will only be paid against the approved Voucher.

It is the responsibility of the Project Sponsor to ensure that all its relevant personnel familiarise themselves with the terms of this Funding Agreement (including the Schedules), the approved ERDF Voucher Plan and any other documentation considered relevant by the Project Sponsor and notified to them.

The Project Sponsor shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the Project without prejudice to ERDF audit requirements.

6) ERDF Monitoring Requirements

The following funding conditions apply:

1. Claims will be submitted using the standard claim forms provided by BMBC showing actual expenditure defrayed. The claim should be sent to Superfast South Yorkshire, Westgate Plaza One, Barnsley, S70 9EX. Incomplete or incorrect claims will be returned.



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2. Payment of the Project is conditional upon compliance with the conditions set out in this Funding Agreement and schedules.
3. Additional information may also be required by BMBC from the Project Sponsor and shall be provided on request by the Project Sponsor, for example without limitation to further evidence certain expenditure.
4. If the Project does not spend to within the project timescales, BMBC may withdraw the Voucher offer.
5. All ERDF expenditure and match funding needs to be evidenced by original receipts and invoices.
6. The expenditure claimed needs to relate purely to ERDF monies to ensure that there are no duplicated claims from any other funding sources.
7. Invoices relating to ERDF expenditure must be retained for a minimum of seven years after the end of the funding period i.e. at least until 31st December 2027.
8. Every effort must be made to spend the voucher allocation by . There is no automatic carry over of Grant if the voucher exceeds the end date. ERDF Grant can only be claimed against defrayed expenditure.
9. The Project Sponsor will be subject to monitoring visits by BMBC to verify information provided in claim, assess monitoring systems, and/or discuss the Project's effectiveness in achieving the anticipated outcomes.
10. The Project Sponsor may also be subject to financial and other checks by BMBC's Internal Audit section.

7) Clawback

7.1 Without prejudice to the provisions of Clause 9 (Termination), BMBC shall be entitled, at its absolute discretion , to reduce, suspend or withhold the Grant, require all or part of the Grant to be repaid, or require equipment and/or capital assets to be transferred to BMBC or a third party nominated by it where the purchase of such equipment or capital assets was wholly or partly funded by the Grant) if the Project Sponsor fails to comply with the terms and conditions set out in this Funding Agreement.

BMBC shall also be entitled , at its absolute discretion , to reduce, suspend or withhold the Grant, or require all or part of the Grant to be repaid (or require equipment and /or capital assets to be transferred to it or a nominated third party where the purchase was wholly or partly funded by the Grant) if the following circumstances apply:

- 7.1.1 there is a substantial change to the Project which BMBC has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Funding Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior written agreement of BMBC;



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- 7.1.2 any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which BMBC consider to be material;
- 7.1.3 a charge is taken on an asset financed wholly or partly from Grant monies, without BMBC's prior written agreement;
- 7.1.4 there is a failure to keep and maintain the records specified in this Funding Agreement;
- 7.1.5 the Grant has not been used for the purpose for which it was given; or
- 7.1.6 insufficient measures are being taken to investigate and resolve any reported or any other circumstances or events that are likely to affect the Project Sponsor's ability to achieve the Project outputs and milestones or result in a risk that the Project as approved will not be completed.

8) Equipment and Other Assets

8.1 In this Clause "capital assets" means:

- 8.1.1 land and buildings (including any interest in land); and
- 8.1.2 items of equipment and other moveable and immovable assets (other than every-day ordinary consumable items) having a net value of £2,500 or more, which on the date of acquisition had a useful life of more than one year.

8.2 The Project Sponsor shall keep an accurate asset register of all capital assets acquired, built or improved as part of the Project (which will also be included on the claims) and the register shall show:

- 8.2.1 the date of purchase of the capital asset;
- 8.2.2 a description of the capital asset;
- 8.2.3 the price paid (excluding recoverable VAT);
- 8.2.4 where any documents are stored showing that they own the capital asset;
- 8.2.5 any serial numbers and other distinguishing marks;



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- 8.2.6 where the capital asset itself is stored;
- 8.2.7 when the capital asset was disposed of (as described in Clause 8.4);
- 8.2.8 if the capital asset was disposed of whether any consideration (by way of money or otherwise) was provided by either the Project Sponsor or the recipient;and
- 8.2.9 any other information BMBC require.
- 8.3 The Project Sponsor shall allow BMBC or anyone they authorise to inspect this register or have a copy of the register.
- 8.4 The Project Sponsor shall not dispose of, whether by way of sale, charge, lease, loan, gift or otherwise, any capital asset or any other item of equipment acquired, built or improved wholly or partly using the Grant without BMBC's prior written consent.
- 8.5 On any disposal under Clause 8.4 BMBC shall be entitled , at its absolute discretion, to require the Project Sponsor to pay back an amount of the Grant in such amount as, acting reasonably, it shall determine.

9) Termination

9.1 BMBC shall be entitled , at its absolute discretion , to reduce the Grant, suspend it or withhold further payments, or require all or part of the Grant to be repaid, and terminate this Funding Agreement with immediate effect if –

- the Project Sponsor uses the Grant for any purpose other than indicated in this Funding Agreement and the Project application;
- the Project Sponsor breaches the terms, conditions and requirements of this Funding Agreement, Schedules or any documents referred to in the body of this Funding Agreement;
- any of the Grant remains unused on the completion of the Project;
- it appears to BMBC, acting reasonably, that the Project Sponsor no longer requires the Grant in order to deliver the Project;
- in the reasonable opinion of BMBC the Project Sponsor is failing to make satisfactory progress towards achieving agreed targets;



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- in the reasonable opinion of BMBC circumstances have arisen or events have occurred that are likely to affect the Project Sponsor's ability to deliver the Project in a satisfactory manner;
- the Project Sponsor confers a charge over any asset financed wholly or partly from the Grant without the prior agreement in writing of BMBC;
- the Project Sponsor purports to transfer or assign any rights, interests or obligations arising under this Funding Agreement;
- the Project Sponsor gives up control or ownership of its Organisation, or it ceases to operate or changes the nature of its operations to an extent that BMBC considers to be significant or prejudicial to the satisfactory delivery of the Project; or

the Project Sponsor :–

- is the subject of a proposal for a voluntary arrangement; or
 - has a petition for an administration order or a winding up order brought against it; or
 - passes a resolution to wind up; or
 - makes any composition, arrangement or assignment for the benefit of its creditors or purports to do so; or
 - is subject to the appointment of a receiver, administrator or liquidator; or
 - is struck from the register at the Charity Commission; or
 - is, being a company, struck from the register at Companies House; or
 - experiences adverse changes to its financial circumstances or level of working capital; or
 - receives an adverse audit report from either the Project Sponsor's or BMBC's auditors which raises significant concerns as to the Project Sponsor's ability to comply with the terms of this Funding Agreement; or
- any information provided by the Project Sponsor for the purpose of compiling this Funding Agreement, or any information in a claim for payment or in supporting correspondence, is found to be incorrect or incomplete to an extent which BMBC considers to be material; or
- the Project Sponsor takes inadequate measures to investigate and resolve any reported irregularity; or

where any signatories to the Project Sponsor's bank account:

- are convicted of an offence involving deception or dishonesty unless the conviction is spent; or
- is an undischarged bankrupt; or



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- has been removed as a trustee of a charity by the courts or the charity commissioners; or
- is subject to a disqualification order under the Company Directors Disqualification Act 1986; or
- becomes incapable by means of mental disorder, illness or injury to manage or administer the sponsor's financial affairs.

The expiry or termination of this Funding Agreement shall not affect any accrued rights and obligations under this Funding Agreement as at the date of expiry or termination, as the case may be.

9.2 If BMBC terminates this Funding Agreement for any reason then any equipment purchased with the Grant will, upon termination, become BMBC's property and must be forwarded to BMBC for retention.

9.3 In addition, the Grant shall be repayable and capital assets (where the purchase of such capital assets was wholly or partly funded by the Grant) will be transferable by the Project Sponsor to BMBC ,or a third party nominated by it, if this Funding Agreement is terminated in accordance with Clause 9 (Termination).

Any repayment of monies owed to BMBC by the Project Sponsor under this provision must be repaid to BMBC immediately without any deduction whether by way of set-off , counterclaim , discount, abatement or otherwise



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10) Publicity

The EU logo and associated wording will be included on all Project publications (including websites, posters, adverts, presentations). All other Project publicity material required will carry the requisite logo and all organisations, networks and consortia supported will be made aware of the contribution made by ERDF. All lead officers will be made aware of the Commission Regulation 1828/2006.

Specific Activity includes the ERDF Logo on the following:-

- Presentations concerning the funding activity
- Promotional items supporting funded activity, including leaflets, brochures and flyers
- Any material produced for funded activity
- Equipment purchased as a result of the funded activity

The publicity requirements and the branding guidelines for ERDF are available on the DCLG Website.

11) Agreement

11.1 In consideration of the provision of Grant funding hereinbefore recited agrees to secure the implementation of the Project as set out in the Voucher project application and in accordance with the terms and conditions set out in this Funding Agreement and attached Schedule.

11.2 Where any provision of this Funding Agreement conflicts with or is inconsistent with any provision of the Voucher Application, the former shall prevail to the extent necessary to resolve any such conflict or inconsistency.

11.3 No term of this Funding Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Funding Agreement.

11.4 The Grant Recipient shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Funding Agreement in such a way as to cause



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BMBC to breach any of its applicable obligations under the Data Protection Legislation. For the purpose of this Clause 11.4 , Data Protection Legislation shall mean all applicable laws and regulations relating to processing of personal data and privacy, including the Data Protection Act 1998 as amended, extended or re-enacted from time to time and where applicable the binding guidance and codes of practice issued by the Information Commissioner, and from 25 May 2018 the General Data Protection Regulation (EU 2016/679) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

11.5 If at any time any of the provisions of this Funding 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 Funding Agreement shall be in any way affected or impaired as a result.

11.6.1 Any notice, demand or communication to be served upon either party to this Funding Agreement , shall be given or served:

by personal delivery or by sending it by pre-paid recorded postal delivery to the address of the party specified in this Funding Agreement or such other address as may from time to time be notified by one party to the other;

by email to the email address specified in this Funding Agreement or to such other address as may from time to time be notified by one party to the other .

11.6.2 Any such notice shall (where sent by post) be deemed to have been served and received on the second working day following the day of posting and where delivered personally be deemed to have been given when delivery is made.

11.6.3 If the Project Sponsor shall comprise more than one person the service of any notice demand request or other communication on any one of such persons shall constitute good service on all of them.



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Signed on behalf of

(Signature)

(Print name)

(State position)

Signed on behalf of Barnsley Metropolitan Borough Council:

(Signature)

(Print name)

(State position)



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