

Date

2024

**STRATFORD-ON-AVON DISTRICT COUNCIL**

and

**DEED OF AGREEMENT**

**Deed of Agreement for grant funding under the United Kingdom Shared Prosperity Fund/Rural England Prosperity Fund**

**Stratford-on-Avon District Council**

Elizabeth House  
Church Street  
Stratford-upon-Avon  
Warwickshire  
CV37 6HX  
(Ref 022506)

**THIS DEED** is made the

2024

**BETWEEN:**

1. **STRATFORD-ON-AVON DISTRICT COUNCIL** of Elizabeth House, Church Street, Stratford upon Avon, Warwickshire CV37 6HX ("we or us"), and
2. **[xxx]** [[(company number [xxxxxx])] [charity number [xxxxx]] [whose registered office is at [xxxx]] [of [address]] ("you").

**BACKGROUND**

We have been awarded funding under the United Kingdom Shared Prosperity Fund ("UKSPF")/Rural England Prosperity Fund ("REPF"). We have agreed to pay a grant ("the Grant") to you to assist you in carrying out the Project using the funding from the UKSPF/REPF. This Agreement sets out the terms and conditions on which the Grant is made by us to you to ensure that the Grant is used for the purpose for which it was awarded.

**AGREED TERMS**

**1. DEFINITIONS**



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

**Agreement:** this grant agreement between you and us, incorporating all schedules to it

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Conditions of Grant:** the UKSPF conditions of grant as set out in the Memorandum of Understanding between us and the Secretary of State for Levelling Up, Housing and Communities set out in Schedule 3. The REPF is a top up to the UKSPF and conditions in the Memorandum of Understanding also apply to grants under the REPF.

**Confidential Information:** means any information we both have about our own businesses and operations which is clearly confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential including technical or commercial information disclosed to each other, Personal Data, Intellectual Property Rights, Know-How, any information developed by either of us in carrying out this Agreement and the terms of this Agreement.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** take the meaning given in the UK GDPR.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Protection Impact Assessment:** an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018.

**Data Subject Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018: Data Protection Act 2018**

**Fund Officer:** the individual who has been nominated to represent us for the purposes of this Agreement.

**Governing Body:** your governing body including your directors or trustees.

**Grant:** the sum of £46,080 to be paid to you in accordance with this Agreement.

**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

**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.

**Joint Controllers:** takes the meaning given in Article 26 of the UK GDPR

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

**Prohibited Act:**

a. to offer (directly or indirectly), promise or give any person working for or engaged by us a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;

b. to request (directly or indirectly), agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement or any other contract with us;

c. to commit any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud us;

**Project:** the project described in the Project Application.

**Project Application:** the project application set out in Schedule 1.

**Protective Measures:** appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by it.

**Sub-processor:** any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.

**Responsible Person:** the person named by you responsible for delivery of the Project and liaison with us on your behalf.

**Standard Clauses:** those clauses which apply to this Agreement and are set out in Schedule 5.

**UK GDPR:** the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

## **2. PURPOSE OF GRANT**

- 2.1. We offer to pay you the Grant funding for the Project set out in this Agreement on condition that you comply fully with the terms of this Agreement. The Project's outputs, outcomes and activities are set out in the Project Application.
- 2.2. You acknowledge that we agree to provide the Grant only for the amount, period and purposes set out in this Agreement.
- 2.3. You shall not make any significant change to the Project without our prior written agreement.
- 2.4. If you intend to apply to another body for other funding for the Project, you will notify us in advance and where such funding is obtained, you will provide us with details of the amount and purpose of that funding. You agree and accept that you shall not apply for or accept duplicate funding in respect of any part of the Project or any related administration costs that we are funding under this Agreement.

### **3. DURATION**

- 3.1 This Agreement shall apply from the date this Agreement is signed by both parties until [xxxxxxx] ("the Grant Period"). All Grant monies must be spent by [xxxxxx].
- 3.2 The following provisions shall survive the termination of this Agreement; our rights to require repayment of the Grant in clause 7, your obligations in relation to accounts and records, and monitoring and reporting in clauses 8 and 9, acknowledgement and publicity in clause 10, Intellectual Property Rights and confidentiality in clauses 11 and 12 and both parties' obligations under dispute resolution in clause 17.

### **4. PAYMENT OF GRANT**

- 4.1 We shall pay the Grant to you within 30 days of the date of this Agreement. You agree and accept that we can only make Grant payments if we have received sufficient funds from the UKSPF/REPF. Where we have more than one project funded by grants under the REPF and insufficient funds are received from the UKSPF/REPF for all projects, we may decide which projects shall receive Grant payments and our decision is final.
- 4.2 We will only make Grant payments if we are satisfied that the payments will be used for proper expenditure to deliver the Project.
- 4.3 The amount of the Grant shall not be increased if you overspend in delivering the Project.
- 4.4 You shall promptly repay to us any money incorrectly paid to you. Examples of incorrect payments include where an incorrect sum of money has been paid or where a payment has been made to you before you have complied with all the conditions for receiving the Grant.
- 4.5 Where we choose to exercise our right to repayment (Clause 7), you shall make those repayments promptly.

### **5. USE OF GRANT**

- 5.1 You shall use the Grant to deliver the Project in accordance with the approved Project Application as set out in Schedule 1 and this Agreement.
- 5.2 Where you have obtained funding from another body (which is not duplicate funding) for delivery of the Project (including funding for associated administration and staffing costs), the amount of such funding shall be included in Schedule 1 together with a clear description of what that funding is for.
- 5.3 You shall not use the Grant to:
- a. make any payment to members of your Governing Body;
  - b. purchase buildings or land; or
  - c. pay for any expenditure incurred before this Agreement started,
- without obtaining our agreement in writing first.
- 5.4 You shall not spend any part of the Grant for any purpose after the end of the Grant Period unless specifically agreed with us.
- 5.5 If any part of the Grant remains unspent at the end of the Grant Period, you shall ensure that any unspent money is promptly returned to us.
- 5.6 Any liabilities at the end of the Project including any redundancy liabilities for staff employed by you to deliver the Project must be managed and paid for by you using the Grant (if specifically agreed with us) or your other resources. There will be no additional funding available from us for this purpose.

## **6. YOUR OBLIGATIONS**

6.1 You agree and confirm that:

- a. you have all necessary resources, approvals, powers and expertise to deliver the Project using the Grant;
- b. you shall complete the Project in accordance with the Project Application, including any key delivery dates you included in that application;
- c. you will achieve the Project milestones, outputs and outcomes set out in Schedule 2 (if any);
- d. you have not committed, nor shall you commit, any Prohibited Act;
- e. you shall always comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify us immediately of any significant non-compliance with any legislation, codes or recommendations;
- f. you shall make best endeavours to complete the project and achieve the outputs and outcomes in the Application at Schedule 1;
- g. you shall comply with the Policies and Statutory Obligations set out in Schedule 4.
- h. you shall not put us in breach of the Conditions of Grant from the UKSPF/REPF;
- i. you 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 (including volunteers and contractors);
- j. you have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- k. you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction as part of your counter fraud policy including mitigation, identification, reporting and escalation;
- l. where you have good grounds to suspect fraud or any other misuse of the Grant paid, you must notify us immediately, explain the steps that are being taken to investigate and keep us informed of the progress and outcome of the investigation;
- m. you shall obtain value for money when using the Grant and will act in a fair, transparent and non-discriminatory manner when buying goods and services;
- n. all financial and other information about you which you have disclosed to us is to the best of your knowledge and belief, true and accurate;
- o. you are not subject to any contractual or other restriction imposed by your own or any other organisation's rules, regulations or requirements which may prevent or substantially hinder you from meeting your obligations under this Agreement;
- p. you will comply with the procurement requirements in the Application;
- q. you are not aware of anything in your own affairs, which you have not disclosed to us or any of our advisers and which might reasonably have influenced our decision to make the Grant on the terms contained in this Agreement; and
- r. since the date of your last filed accounts there has been no material change in your financial position or prospects.

## **7. OUR RIGHTS TO WITHHOLD, SUSPEND AND REQUIRE REPAYMENT OF GRANT**

7.1 Our intention is that the Grant will be paid to you in full. However, without prejudice to our other rights and remedies, we may at our discretion withhold or suspend payment of the Grant and/or require repayment (otherwise known as claw back) of all or part of the Grant if:

- a. you use the Grant for purposes for which it was not awarded;
- b. the delivery of the Project does not start within 3 months of the signing of this Agreement or in accordance with the timetable in the Project Application and you have failed to provide us with a reasonable explanation for the delay;
- c. we consider you have not made satisfactory progress with the delivery of the Project;
- d. you are not delivering the Project to a reasonable standard or in a negligent manner and this includes but is not limited to failing to prevent or report fraud or corruption;
- e. you obtain duplicate funding for the Project from another body;
- f. you do anything that is likely to bring the reputation of the Project or us into disrepute, including obtaining additional funding from unsuitable bodies;
- g. any member of your governing body, or employee or volunteer 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 our reasonable opinion, bring or are likely to bring us or our reputation into disrepute;
- h. you have provided or do provide us with misleading, inaccurate, or incomplete information or fail to provide information and/or documentation within timescales reasonably requested by us;
- i. you commit or have committed a Prohibited Act;
- j. you cease to operate for any reason, or you take steps to be wound up or dissolved (unless as part of a solvent corporate reconstruction or amalgamation);
- k. you become insolvent or do anything connected with your potential or actual insolvency;
- l. the Grant is found to be a subsidy given in breach of the Subsidy Control Act 2022;
- m. you do not comply with any of the terms and conditions of this Agreement and still do not comply within 30 days of receiving a request from us to comply; or
- n. you have failed to comply with any procurement requirements;
- o. you suspend or cease, carrying on all or a substantial part of the Project; or
- p. you are the subject of any actual or prospective investigation, inquiry or enforcement proceedings by any government, administrative or regulatory body regarding any offence or alleged offence of or in connection with a breach of their legal and/or statutory obligations, which in our reasonable opinion, will undermine your ability to comply with the terms and conditions of this Agreement (including delay in delivering the Project) puts us in breach of the Conditions of Grant leading to claw back of funding from us to the UKSPF/REPF.

- 7.2 For the purpose of clause 7.1, any Grant required to be repaid in accordance with this clause 7 will bear interest at such rate as required under or by virtue of the Subsidy Control Act 2022 and/or any applicable judgement, court order, statute, statutory instrument, regulation, or decision (insofar as legally binding).
- 7.3 We may retain or set off any money owed to us by you against any payments due under this Agreement or any other agreement we have with you.
- 7.4 You shall make any payments due to us in full without making any deduction to which you think you may be entitled.

## **8. ACCOUNTS AND RECORDS**

- 8.1 The Grant shall be shown in your accounts as a restricted fund and shall not be included under general funds.
- 8.2 You shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by you.
- 8.3 You shall keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years from the end of the Grant Period.
- 8.4 We shall have the right to view, at our reasonable request, all your accounts and records relating to expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 8.5 You shall provide us with a copy of your annual accounts within three months of the end of the relevant financial year in which the Grant is paid.
- 8.6 You shall comply, and facilitate our compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns that apply to yourself and us.

## **9. MONITORING AND REPORTING**

- 9.1 You 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 you are complying with the terms of this Agreement.
- 9.2 The Responsible Person must inform the Fund Officer immediately if there is anything that could affect the delivery of the Project.
- 9.3 You shall provide us with reports on your use of the Grant and delivery of the Project every three months from the start of the Grant Period. You shall provide us with the reports within one month of the last day of the three-month period to which it relates. The reports shall be substantially in the form set out in Schedule 6 or such form as we provide to you.
- 9.4 Together with your first three-month financial report, you shall also provide us with a risk register (in the form to be specified by us). You shall, amongst other matters, address the health and safety of your employees, volunteers and contractors in the risk register.
- 9.5 You shall permit any person authorised by us to have reasonable access to your employees, volunteers, contractors, premises, facilities and records, to discuss, monitor and evaluate your delivery of the Project. Visits to enable this access shall take place once every three months unless we consider more frequent visits are necessary.
- 9.6 You shall on request provide us with any further information, explanations and documents we require for you to establish that the Grant has been used properly in accordance with this Agreement.
- 9.7 You shall provide us with a final report on completion of the Grant Period, which shall confirm whether the Project has been successfully and properly completed, setting out all expenditure and outcomes achieved (and outcomes not achieved and the reasons why), evidencing compliance with procurement requirements, the impact of the Project and any lessons learned. We will specify the form of the final report.

## **10. ACKNOWLEDGMENT AND PUBLICITY**

- 10.1 You agree that you shall:

- a. acknowledge the Grant in your annual report and accounts, including an acknowledgement of us and UKSPF/REPF as the source of the Grant;
- b. obtain our approval in writing to any materials referring to the Project before they are made public;
- c. acknowledge our support and UKSPF/REPF's in any materials that refer to the Project and in any written or spoken public presentations about the Project; and
- d. use the branding guidelines issued by us whenever you use our name and/or logo.

10.2 We may acknowledge your involvement in the Project at any time.

10.3 You shall comply with all our reasonable requests to facilitate visits, provide reports, statistics, photographs and case studies to assist us in promotional and fundraising activities relating to the Project and to participate in or co-operate with these activities.

## **11. INTELLECTUAL PROPERTY RIGHTS**

11.1 Both of us agree that all rights in information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights owned by us or you before the start of the Grant Period shall remain the property of the original owner; and any new rights created during the Grant Period shall belong to whoever created them.

11.2 Where we have provided you with any of our Intellectual Property Rights for use in connection with the Project (including our name and logo), you shall, on termination of this Agreement, stop using these Intellectual Property Rights immediately and shall either return or destroy them as we request.

## **12. CONFIDENTIALITY**

12.1 Both of us shall keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to each other as part of this Agreement. Neither party shall disclose any of this information to any person unless disclosing that information is necessary for carrying out this Agreement or the other party has expressly authorised the disclosure in writing.

12.2 The obligation of confidentiality contained in this clause shall not apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- a. is already available to the public when the information is disclosed;
- b. is already known to the receiving party but not through any previous breach of confidence; or
- c. is received from a third party which is not itself breaching any obligation of confidentiality.

## **13. LIMITATION OF LIABILITY**

13.1 We accept no liability for any consequences, whether direct or indirect, that may arise from you delivering the Project, the use of the Grant or from withdrawal of the Grant. You shall indemnify us, our employees, agents, officers or contractors for all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Project, the non-fulfilment of your obligations under this Agreement or your obligations to third parties.

13.2 Our liability under this Agreement is limited to the payment of the Grant and only where we have sufficient funding to make payment.



## **14. CHANGES TO THIS AGREEMENT**

- 14.1 We reserve the right to reasonably change the terms of this Grant Agreement, including the scope of the Project, the grant amount, or other conditions, at our discretion.
- 14.2 You may propose changes to us in writing, providing clear justification and outlining the impact on the Project. We will review the proposal and provide a written decision within two weeks of receiving it. Please allow enough time for us to consider your proposal before you wish to implement it.
- 14.3 Changes shall take effect only when they have been agreed in writing by you and us changes.
- 14.4 No change will fundamentally alter the overall nature or purpose of the Project.
- 14.5 Any proposal that can cause a significant increase in the grant amount may require us to go through internal approval processes and may not be successful.
- 14.6 You shall not impose changes that place unreasonable burdens on us or jeopardise the successful completion of the Project.

## **15. INSURANCE**

- 15.1 You shall have (and with a reputable insurance company) a policy or policies covering all risks which may be incurred by you, arising out of your performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 15.2 The minimum requirements are:
  - a. public liability insurance with a limit of indemnity of not less than 5 million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
  - b. employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- 15.3 You shall (on request) give us a copy of these insurance policies and evidence that the premiums have been paid.

## **16. SUSPENSION AND TERMINATION**

- 16.1 Both of us may notify the other of any event or thing, which was not caused by and is not within the control of either of us, which prevents, delays or is likely to prevent or delay the performance of the obligations under this Agreement. In this situation, both of us may agree to suspend the performance of obligations under this Agreement temporarily for a period of up to one (1) calendar month.
- 16.2 Either you or we may terminate this Agreement at any time by giving at least one (1) month's written notice to the other.
- 16.3 We may by notice in writing to you terminate this Agreement with immediate effect if any of the following events occur:
  - a. you intend to use, have used in the past, or are using the Grant for purposes other than those for which the Grant has been awarded;
  - b. you are, in our reasonable opinion, delivering the Project in a negligent manner and this includes but is not limited to failing to prevent or report fraud or corruption;
  - c. you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement;

- d. you obtain duplicate funding from a third party for the Project;
  - e. delivery of the Project could be seriously affected because you failed to provide the correct information, or any information at all, of a relevant matter;
  - f. you (including an employee, contractor or volunteer) commit or have committed a Prohibited Act or you fail to report a Prohibited Act to us, whether committed by you or a third party, as soon as you become aware of it;
  - g. we consider (acting reasonably) that any of your directors, employees, contractors or volunteers have (including omissions as well as positive actions):
    - (i) acted dishonestly or negligently at any time during the term of this Agreement and to our detriment; or
    - (ii) taken any actions which unfairly bring or are likely to unfairly bring us, our name or reputation into disrepute;
  - h. the Grant is found to be a subsidy given in breach of the Subsidy Control Act 2022;
  - i. you commit a material breach of this Agreement;
  - j. you fail to comply with any of the Terms and Conditions set out in this Agreement and fail to rectify such breach within thirty (30) days of receiving written notice from us detailing the failure;
  - k. the delivery of the Project does not start within 3 months of the start of this Agreement and you have failed to provide us with a reasonable explanation for the delay;
  - l. you cease to operate for any reason or you take steps to be wound up or dissolved (unless as part of a solvent corporate reconstruction or amalgamation); and
  - m. you become insolvent or do anything connected with your potential or actual insolvency;
- 16.4 Notwithstanding the provisions of clause 7, we may clawback any grant paid if this Agreement is terminated in accordance with clause 16.3.

## **17. DISPUTE RESOLUTION**

- 17.1 In the event of any complaint or dispute (which does not relate to our right to withhold funds or terminate) arising between you and us in relation to this Agreement the matter should first be referred for resolution to the Fund Officer or any other individual nominated by us from time to time.
- 17.2 If the complaint or dispute remains unresolved within 14 days of first being referred to the Fund Officer or other nominated individual, either party may refer the matter to our relevant Head of Service and your Chief Executive for them to attempt to resolve the dispute by agreement within 28 days, or such other period as we both agree.
- 17.3 In the absence of agreement under Clause 17.2, we may both seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as we both agree). Unless otherwise agreed, we shall both bear the costs and expenses of the mediation equally.

**SCHEDULE 1  
THE PROJECT APPLICATION**

DRAFT

**SCHEDULE 2  
AGREED MILESTONES, OUTPUTS AND OUTCOMES**

Application Name & Project: [xxxxx]

Intervention No. [xxxxxx]

SDC Ref No. [xxx]

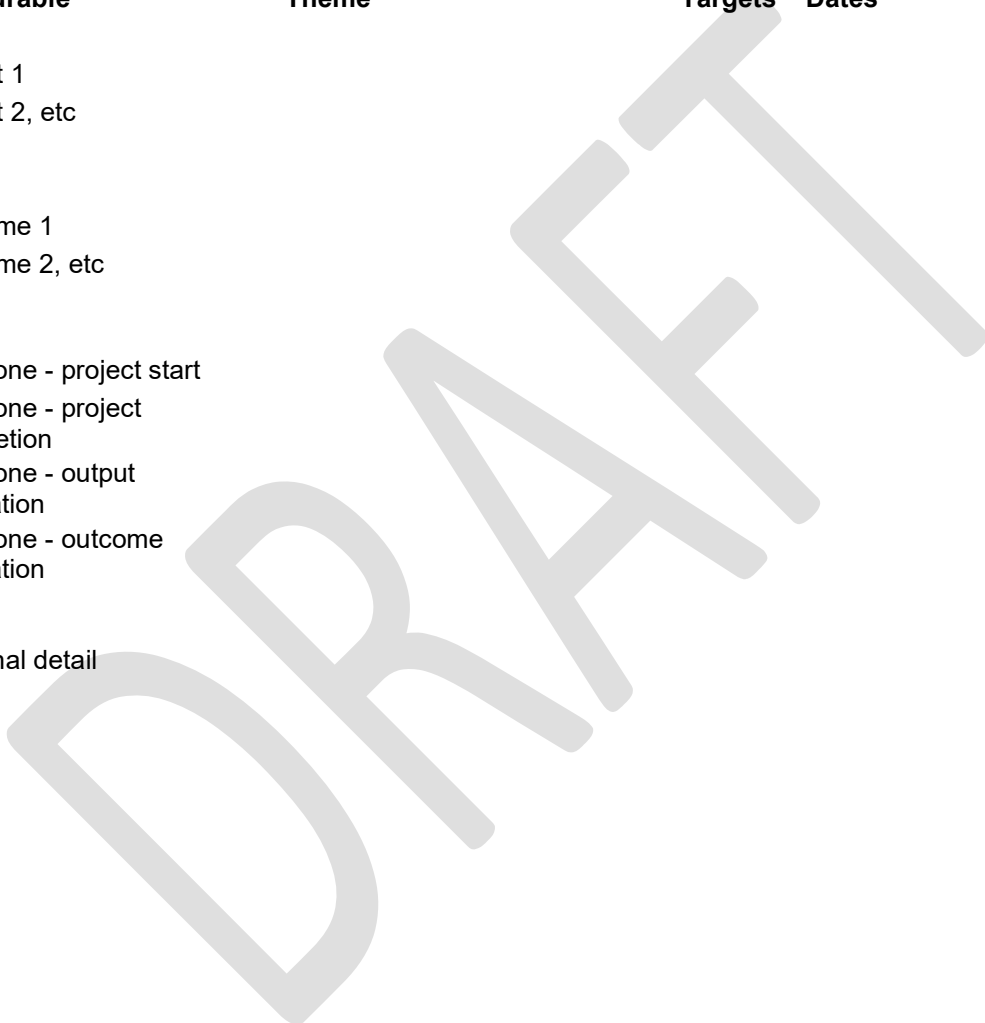
<b>Measurable</b>	<b>Theme</b>	<b>Targets</b>	<b>Dates</b>
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Output 1 Output 2, etc			
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Outcome 1 Outcome 2, etc			
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Milestone - project start			
Milestone - project completion			
Milestone - output realisation			
Milestone - outcome realisation			

Additional detail			
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## **SCHEDULE 3 REPF CONDITIONS OF GRANT**

### **MEMORANDUM OF UNDERSTANDING**

**Between**

**The Secretary of State for Levelling Up, Housing and Communities**

**-and-**

**Stratford on Avon District 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 Stratford on Avon District 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:**

**Job Title:**

**Date:**

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

Two handwritten signatures in black ink. The first signature is 'J Blakely' and the second is 'Carmen Suarez Garcia'.

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

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

**Date: 5 December 2022**



## **SCHEDULE 4 POLICIES AND STATUTORY OBLIGATIONS**

### **1. FREEDOM OF INFORMATION**

- 1.1 You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 1.2 You shall:
  - a. provide all necessary assistance and cooperation as reasonably requested by us to enable us to comply with our obligations under the FOIA and EIRs;
  - b. transfer to us all requests for information relating to this Agreement that you receive within 2 working days of receipt or sooner if possible;
  - c. provide us with a copy of all information requested that belongs to us that you have in your possession or control in the form we require it within 5 working days of our request for that information; and
  - d. not respond directly to a request for information unless we authorise you to in writing.
- 1.3 You acknowledge that we may be required under the FOIA and EIRs to disclose information without obtaining consent from you or even consulting you. We shall take reasonable steps to notify you of a request for information (in accordance with the relevant Code of Practice) as far as we can but we shall be responsible for deciding in our absolute discretion whether any information should be disclosed or not. In complying with FOIA and EIRs you also acknowledge that may we disclose information you consider is confidential.

### **2. DATA PROTECTION**

- 2.1 The Parties acknowledge that for the purposes of Data Protection Legislation, we are the Controller and you are the Processor. The only processing that the Processor is authorised to do is listed in Appendix 1 by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe Data Protection Legislation.
- 2.3 If the Controller considers a Data Protection Impact Assessment (DPIA) is needed, the Processor shall provide all reasonable assistance to the Controller in preparing the DPIA prior to commencing any processing.
- 2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - a. process that Personal Data only in accordance with Appendix 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
  - b. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protective Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - c. ensure that:
    - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Appendix 1);

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
        - (A) are aware of and comply with the Processor's duties under this clause;
        - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
        - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
        - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
    - d. not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
      - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
      - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
      - (iii) the Data Subject has enforceable rights and effective legal remedies;
      - (iv) the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
      - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
    - e. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 2.5 Subject to paragraph 2.6, the Processor shall notify the Controller immediately if it:
  - a. receives a Data Subject Request (or purported Data Subject Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under paragraph 2.5 shall include the provision of further information to the Controller, as details become available.
- 2.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Controller).
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- a. notify the Controller in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Controller;
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this paragraph 2 such that they apply to the Sub-processor; and
- d. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

2.11 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

2.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may upon giving the Processor not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **3. ANTI-DISCRIMINATION**

3.1 You shall comply with the Equality Act 2010 and not unlawfully discriminate against anyone.

3.2 You shall take all reasonable steps to make sure all your employees, agents or volunteers and all your suppliers and sub-contractors engaged on the Project do not unlawfully discriminate against anyone.

### **4. HUMAN RIGHTS**

4.1 You shall (and shall use reasonable endeavours to make sure your employees, agents and volunteers shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if you were a public body (as defined in the Human Rights Act 1998).

4.2 You shall do or refrain from doing such things as we request to enable us to comply with our obligations under the Human Rights Act 1998.

**APPENDIX 1 to SCHEDULE 4  
PROCESSING PERSONAL DATA AND DATA SUBJECTS**

This appendix shall be completed by the Controller, who may take account of the view of the Processor; however the final decision as to the content of this Appendix shall be with the Controller in its absolute discretion.

1. contact details of the Controller's Data Protection Officer are: [\_\_\_\_\_]
2. The contact details of the Recipient's Data Protection Officer are: [\_\_\_\_\_]
3. The recipient shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Appendix.

<b>Description</b>	<b>Details</b>
Identity of the Controller and Processor	Paragraph 2 of Schedule 2 of the relevant grant agreement and this Appendix 1 set out the provisions for the sharing of Personal Data when the Controller discloses Personal Data to the Processor in order for the Processor to supply services to members of the public in accordance with the Project.  To the extent that the Processor receives requests for services directly from members of the public, the Processor shall be a Controller of any Personal Data, and it shall comply with its obligations pursuant to Data Protection Legislation.
Subject matter of the processing	The subject matter of the Personal Data being processed will include Personal Data relating to Data Subjects who are employees of, or service users of the Controller or in respect of any matter on which services are being sought by the Funder or its service users or which is otherwise relevant to the provision of the services under the Project.
Duration of the processing	The processing of Personal Data by the Processor will be carried out for the period during which the services under the Project are required and any period during which the Recipient is required to maintain records in accordance with this Agreement and any regulatory and legal requirements.
Nature and purposes of the processing	The processing of Personal Data will include the transmission of Personal Data relating to Data Subjects required in order for the Processor to effectively provide the services under the Project. It may involve being processed on systems of the Processor for the purposes of delivering the services to members of the public.  The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data being Processed	Personal Data may include Special Categories of Personal Data dependent on the nature of services and the nature of the Personal Data required to be processed in order for the services to be provided under the Project , including but not limited to, name, address, date of birth, and telephone number, email address, health and biometric data, etc, of the Funder's employees or its service users.
Categories of Data Subject	The Controller's staff including fully employed, contracted workers, volunteers, , 3 <sup>rd</sup> party contractors, and temporary workers), customers/ clients, suppliers, students/pupils,

	members of the public, users, and other relevant stakeholders required for the purposes of delivering this Project.
Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under UK Law to preserve that type of data	The Controller and Processor shall each comply with their respective Data Protection policies. Any Personal Data of Data Subjects shall be retained by the Recipient only for as long as is necessary for the performance of the services under the Project and/or in compliance with the management information and retention provisions set out in this Agreement. Once the legal date for retention has passed, the Personal Data will be fully deleted and put beyond use.

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## **SCHEDULE 5 STANDARD CLAUSES**

### **1. ASSIGNMENT**

You may not, without our prior written consent, 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 an agreed part of the Project, transfer or pay to any other person any part of the Grant.

### **2. WAIVER**

No failure or delay by either you or us to exercise any right or remedy under this Agreement is a waiver of any other right or remedy.

### **3. NOTICES**

3.1 All notices and other communications in relation to this Agreement shall be in writing and must be either:

- a. personally delivered; or
- b. posted using first class prepaid postage to the address of the relevant party.

3.2 All notices and communications personally delivered shall be deemed to have been given on receipt (except if received on a non-working day or after 5.00 pm on any working day, when they shall be deemed received on the next working day); and if posted, all notices and communications shall be deemed to have been given and received on the second working day following posting.

### **3.3 NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between us and you, nor any relationship of principal and agent. It does not authorise either of us to make or enter into any legal commitments for or on behalf of the other.

### **3.4 JOINT AND SEVERAL LIABILITY**

Where you are 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 your behalf shall be jointly and severally liable for your obligations and liabilities arising under this Agreement.

### **3.5 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.

### **3.6 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and we both irrevocably submit to the exclusive jurisdiction of the English courts.

### **3.7 ENTIRE AGREEMENT**

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between us both in relation to the Grant and supersedes any previous agreement or understanding between us in relation to the Grant.

## Schedule 6

### SPF/REPF DRAFT QUARTERLY PROGRESS REPORT

SDC Reference Number

Project Name:

Progress Report Submission Date:

Completed by:


<b>Project Progress to date</b> Please provide an update on the progress of the projects so far to include	<b>Please complete all the grey boxes.</b> * Please keep all your responses succinct as we are unable to process large narratives when reporting back to DHLUC (UKSPF fund issuers).
1a Spend to date (distinguishing SPF monies from any matchfunding)	
1b % of project complete	
1b Please confirm that you have followed the formal tender process for spending monies in excess of £25k with a single supplier or where you have had to obtain 3 quotes for purchases between £2.5k and £25k, and that records have been kept to demonstrate this activity and are available for SDC to view at any point in the 6 years following the end of this Grant Period. Please state what items have you procured during this quarter?	

<b>Good news stories so far..</b>	
2 Please provide a narrative on the progress of your project along with any good news stories which you have experienced as a result of receiving the funds <i>(Please expand this line to fit additional text in.</i> <i>You can insert line breaks by holding down the ALT &amp; Enter buttons together)</i>	

<b>Outputs &amp; outcomes</b> The Contractual Commitments tab below shows the commitments made in your application and which included in your contract. Please provide an update against the following:	<b>Each of the below responses should include:</b> - Activities undertaken to achieve the relevant output, outcome or additional benefit - A Measurement achieved in the delivery of the Output/Outcome/Additional Benefit (ie a number/km/m2/tonne/% as per your contractual commitments) - Clarification of how the Measurement was evaluated/derived
3a Outputs achieved to date (relating to UKSPF specified outputs)	
3b Outcomes achieved to date (relating to UKSPF specified outputs)	
3c Commitments against any Additional Benefits indicated in you application	

SPF/REPF Quarterly Spend Summary - the monitoring of all PAID invoices that the SPF/REPF grant supports

SDC Ref No:	
Project Name:	
Last updated:	
Updated by:	
SPF Allocation:	£ 100
Matchfunding:	

We require copies of all receipts or paid invoices. Please either insert into the blank worksheets (numbered Inv 01 onwards at the bottom) or attach as separate files to your report submission.  
Please do not include unpaid invoices in this worksheet.

					A (=B+C)	B	C	D (Allocation - B)	From B	From B
Receipt or Paid Invoice Date	Paid Invoice No.	Supplier / Contractor	Description of services / goods	Confirm this invoice has been paid (Yes)	Invoice amount paid (£ exVAT)	Amount of invoice allocated to SPF (£ exVAT)	Amount of invoice allocated to Matchfunding (£ exVAT)	Remaining SPF Allocation £ <b>DO NOT TYPE IN TO THIS COLUMN. It is autogenerated</b>	SDC TO COMPLETE Breakdown of Revenue Spend (£ exVAT)	SDC TO COMPLETE Breakdown of Capital Spend (£ exVAT)
		Example Ltd (pls delete)	Example equipment	Y	5,000.00	3,750.00	1,250.00	<b>100.00</b>		3,750.00
	<b>Balance</b>							<b>100.00</b>		
01	START HERE							100.00		
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18								100.00		

**IN WITNESS** whereof this Deed has been duly executed as a Deed the day and year first above written

**EXECUTED** as a **DEED** by affixing the **COMMON SEAL** of **STRATFORD-ON-AVON DISTRICT COUNCIL** in the presence of:

Authorised Signatory:

**EXECUTED** as a **DEED** by  
**[xxxxxx] LIMITED**

acting by:

[xxxxxx]  
Director

[xxxxxx]  
Director/Secretary

DRAFT