

GRANT FUNDING AGREEMENT

This Grant Funding Agreement is made the **2nd May 2024**

BETWEEN:

(1) CHICHESTER DISTRICT COUNCIL of East Pallant House1 East Pallant, Chichester, West Sussex PO19 1TY (“**the Council**”)

(2) Fishbourne Parish Council of Fishbourne Centre, Blackboy Lane, Fishbourne, West Sussex, PO18 8BE (“**the Grantee**”)

together referred to as “the Parties”

WHEREAS

The Council has obtained funding from the UK Shared Prosperity Fund (UKSPF) and from the Rural England Prosperity Fund (REPF) which monies are to be used within the district for the purpose of assisting with selected Missions from the Levelling Up White Paper, and the Grantee is one of the organisations who has been awarded a Grant by the Council using monies from the UKSPF or REPF and will use the Grant monies for the project set out in your application dated **2nd January 2024** known as **Emperor Way Solar Street Lighting**.

Introduction

This Funding Agreement creates legal and binding obligations on the part of the Grantee and sets out the terms and conditions that will apply to the Grant and its use.

The Council has agreed to make a funding grant to the Grantee in the sum of **£18,648.00, Eighteen Thousand Six Hundred and Forty Eight Pounds** based on the original ratio of the award being **52%** of the total cost of the project, reimbursement will be based on this ratio. “The Grant” is made in accordance with the following terms and conditions:

1. Background

- 1.1. This Funding Agreement and offer letter set out the obligations of the Grantee in respect of the delivery, financial expenditure, agreed milestones, reporting and evaluation, communications and branding expectations between the Grantee and CDC and the steps the Council may take in the event of underperformance if required.
- 1.2. The Council is obliged to follow the Secretary of State’s guidance and any additional guidance which may be issued on the delivery of the UKSPF and the REPF grant monies paid to the Council. The Grantee shall be obliged to assist the Council in all respects with these insofar as they are applicable.

2. Purpose of the Funding

The UKSPF and REPF funding allocation to the Council has been provided to deliver the priorities of the UKSPF and the REPF. An amendment to the change of use can only be agreed between the Council and the Secretary of State. Funding can only be used as per the Grantee's original grant application submission.

3. Reporting

3.1. For this funding programme, the Council is obliged to provide reporting on the progress of the grant funded projects and will therefore require the Grantee to provide updates in such format as requested by the Council.

3.2. The Grantee is required to demonstrate how outputs and / or outcomes are being met in line with the Grantee's application. For this grant the outputs and / or outcomes are as stated below:

- **Amount of new or improved cycleways or paths; and**
- **Increased used of cycleways or paths.**

If such outputs and / or outcomes cannot be reported to the Council it shall provide a report setting out a realistic plan to address underperformance.

4. Financial Arrangements

4.1. The Grantee shall when requested provide to the Council such information as required to demonstrate appropriate expenditure of the Grant.

4.2. In the event that the project is not progressing as anticipated the Council retains the right to withhold any instalments until receipt of realistic plans from the Grantee demonstrating revised delivery to achieve the expected targets.

4.3. The reported information provided by the Grantee will be taken into consideration by the Council before subsequent Grant payments to the Grantee are made if paid in tranches. The Council reserves the right to reduce payments or withhold payments where there are concerns over delivery.

4.4. If the Council has concerns regarding future spending plans based on the experience of local delivery to date, or wider financial issues or governance affecting delivery by the Grantee the Council may decide to pay further Grant funding in instalments or withhold future funding.

4.5. The Grantee must have completed the project funded by the Grant by the 1st September 2024.

4.6. The Grantee accepts responsibility for meeting any costs in excess of the Council's contribution which was previously agreed in the grant determination.

This includes potential cost overruns and the underwriting of any funding contributions expected from third parties.

5. Branding and Communication

- 5.1. The Council has provided (grant approval letter) the Grantee with guidance on the Branding and Communication requirements associated with UKSPF and REPF projects.
- 5.2. The Council and the Grantee shall publish information regarding the delivery of the UKSPF and the REPF in its area e.g. by publishing a summary of the project being funded by the Grant in the area.

6. Evaluation

- 6.1. Monitoring and evaluation will be carried out as set out in the Council's Grant determination letter. The Council will support evaluation through capturing and providing relevant data. This will include but is not exclusive to the following main evaluation requirements:
 - 6.1.1. Continuous monitoring and evaluation of progress aligned to the deliverables stated in the Grantee's grant application and approved by the Council.
 - 6.1.2. Engaging with the Council's evaluation partners (if relevant) to collect and provide additional quantitative data as required.

7. Assurance

- 7.1. The Grantee 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.
- 7.2. The Council is required to assure itself that the Grantee has in place the processes that ensure proper administration of its financial affairs relating to the retention and use of the Grant monies and the Grantee will provide assistance in this respect when required to do so.
- 7.3. The Grantee is required to:
 - Comply with any relevant legislation affecting the way the project is carried out;
 - Respond to requests for information from the Council in a timely manner;
 - Keep all financial records and accounts, including paid invoices relating to the project and receipts for items bought with the grant, for at least two years following receipt of the grant, making them available to the Council upon request;

- Where projects involve working with young or vulnerable people the grantee must have a safeguarding policy or other statement of commitment, including appropriate arrangements for the training and recruitment, checking and supervision of staff, committee or board members, volunteers or helpers involved in the delivery of the project and mechanisms in place to record and report any safeguarding concerns; and
- Ensure that any procurement undertaken by the Grantee using UKSPF / REPF has complied with relevant procurement processes.

7.4. As part of monitoring returns the Grantee may be required to provide a summary statement of how it is complying with 7.3 above.

8. Changes to agreed project funded by the Grant

Any material changes to the proposed project must be approved by the Council and demonstrated to be necessary and deliverable since the Council is required to notify of any material changes to the Secretary of State pursuant to its obligations for the overarching grant funding. Changes to the project must not be undertaken until confirmation has been received from the Council that they are acceptable. Failure to agree any material changes with the Council in advance of the change being undertaken may result in payment being reduced or cancellation of the grant agreement.

9. Compliance with the terms of this funding agreement

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

10. Changes to this funding agreement

Changes may only be made with the written agreement of both Parties.

11. Resolution of Disputes

Any dispute that may arise as to the interpretation or application of this funding agreement shall first be considered by the senior officers for both organisations and if the dispute cannot be settled within ten working days an independent arbitrator shall be appointed by the Council.

IN WITNESS whereof the parties have executed this document and delivered it the day and year first before written.

Signed by Tania Murphy for and on behalf of CHICHESTER DISTRICT COUNCIL

Tania Murphy
Authorised Signatory

Signed as a deed by Lucy Wright for and on behalf of FISHBOURNE PARISH COUNCIL under an authority conferred by that Body in accordance with its Constitution

Lucy Wright
Representative