

XX XXXXX 20XX

XXX XXXXX
Chief Executive
XXXX XXXX
XXXX XXXX
XXXX XXXX
XXXX XXXX
XXXX XXXX

Dear XX,

Cardiff Capital Region City Deal – Award of Funding Letter

I write to you in your capacity as the Chief Executive of the Authority to whom Cardiff Capital Region (CCR) funding has been awarded. As you will be aware, CCR Regional Transport Authority has delegation from Regional Cabinet to manage Metro Plus Phase 1 funding within the £15m envelope as agreed by Regional Cabinet at its meeting of 12th September 2019.

This letter contains CCR Funding Terms and Conditions which you are required to sign and return.

Please acknowledge receipt of this letter by signing and returning to us.

Yours sincerely,

Chris Lee, Corporate Director
Resources, Cardiff Council on behalf of
Cardiff Capital Region City Deal

Kellie Beirne, City Deal Director, on
behalf of Cardiff Capital Region City
Deal

Award of Funding – Cardiff Capital Region City Deal

1. Award of Funding

- (a) We are pleased to inform you that your proposal has been approved and funding of up to £XX,XXX (*X thousand pounds*) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4).
- (b) The Funding relates to the period from XXXXX to XXXXX and must be claimed in full by XXXXX otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the City Deal Office who will be happy to assist you.

2. Statutory authority and State Aid

- (a) You must comply with the European Commission’s State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

‘you’, ‘your’ is to;

XXXX XXXXX
XXXX XXXXX
XXXX XXXXX
XXXX XXXXX
XXXX XXXXX

‘we’, ‘us’, ‘our’ is to Cardiff Council acting as the Accountable Body for the Cardiff Capital Region City Deal (CCRCD);

‘Accountable Body (AB)’ is to;

Cardiff Council
County Hall
Atlantic Wharf
Cardiff
CF10 4UW

‘CCRCD Officer’ is to;

Kellie Beirne
Director of the City Deal
Suite 15. Tredomen Innovation & Technology Centre
Tredomen Park
Ystrad Mynach
Hengoed

CF82 7FQ

Tel: 03000 040414

Email: Kellie.Beirne@cardiff.gov.uk

or such other CCRCO Officer as we may notify you.

'Conditions' is to the terms and conditions set out in this letter;

'Costs Incurred' is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim;

'Notification Event' is to any of the events listed in Schedule 3;

'Personnel' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'Schedule' is to the schedules attached to this letter;

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

any reference to any legislation whether domestic, EU or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. What you must use the Funding for

(a) You must use the Funding solely for the purposes set out in Schedule 1 (the **"Purposes"**).

(b) You must use the Funding solely to support the objectives of the CCRCO through the implementation of projects, schemes and interventions agreed by the Cardiff Capital Region Joint Cabinet (Regional Cabinet) in accordance with the arrangements set out in its Joint Working Agreement, Wider Investment Fund Assurance Framework, CCRCO Implementation Plan and the JWA Business Plan.

(c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.

(d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing

capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

5. Funding pre-conditions

(a) We reserve the right to not pay any of the Funding to you until you have provided us with the following information and documentation:

- i. this letter signed by you;
- ii. documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
- iii. documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant or to procure any goods or services from third parties;
- iv. record of signatories to be completed and returned to CCRCD;
- v. Confirmation that any required match funding and any other resources are in place to ensure the purposes are met.

(b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

(a) The Funding will be paid to you in arrears based on Costs Incurred by you in the delivery of the Purposes detailed.

(b) You must claim the Funding in accordance with the dates set out. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.

(c) You must submit your claims for payment of Funding to CCRCD in line with the requirements set out in Schedule 2 (The Targets).

(d) We will aim to pay all valid claims as soon as possible and typically within 28 days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to sus-

pect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.

(b) comply with all applicable domestic, EU or international laws or regulations or official directives;

(c) put in place and maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you provide proof of your insurance;

(d) put in place and maintain appropriate systems to undertake due diligence before utilising any part of the Funding to provide a grant or to procure any goods or services from third parties. If the Funding is to be used by you to provide grants to third parties (the "Beneficiaries") then:

- i. you are responsible for managing all grants to the Beneficiaries and ensuring that all necessary procedures and processes are put in place before any grant is awarded
- ii. you must undertake appropriate due diligence before awarding any funding to a Beneficiary
- iii. you must put in place appropriate grant terms and conditions, ensuring that they are in line with and, not in conflict with any of the requirements set out in the Conditions, which for the avoidance of doubt must include the provisions contained in this Schedule
- iv. you must agree a clear purpose for each grant and how you will measure the Beneficiaries' success in delivering those purposes.
- v. you must agree SMART targets with the Beneficiaries;

(e) co-operate fully with the CCRCD and with any other employee of the CCRCD or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions;

(f) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect.

8. Declarations

You declare that:

(a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;

(b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;

(c) the information contained in your Business Case is complete, true and accurate;

(d) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;

(e) you will meet all future revenue and maintenance costs arising from the activities set out in Schedules 1 and 2.

9. Notification Events and their consequences

(a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.

(b) We will either (i) notify you that we consider that the Notification Event is not capable of remedy or (ii) if we consider that the Notification Event is capable of being remedied seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.

(c) We will be entitled to take any of the actions listed in Condition 9(d) if:

- i. despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
- ii. we notify you that the Notification Event is not capable of remedy; or
- iii. a course of action to address the Notification Event is not agreed with you; or
- iv. a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
- v. the course of action fails to remedy the Notification Event to our satisfaction.

(d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:

- i. withdraw the award of Funding; and/or
- ii. require you to repay all or part of the Funding immediately; and/or
- iii. suspend or cease all further payment of Funding; and/or

- iv. make all further payments of Funding subject to such conditions as we may specify; and/or
- v. deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or
- vi. exercise any other rights against you which we may have in respect of the Funding.

(e) All repayments of Funding must be made to us within 28 days of the date of our demand. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.

10. Monitoring requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including without limit.
- (b) meet with the CCRCD Officers and such other of our representatives as we may from time to time reasonably required.
- (c) ensure that the CCRCD Officers (or such other person as we may agree) together with any other person we may require attends all meetings.
- (d) put into place systems to record and provide us with data on outcomes achieved in relation to jobs created and secured, leverage and GVA uplifts on a quarterly basis for a period of two years following the completion of projects implemented using CCRCD funding.

11. Audit Requirements

- (a) You must:
 - i. maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
 - ii. without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable

- by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
- iii. retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;

(b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

12. Provisions

- (a) Our prior approval must be sought before any change of use for assets which have been funded in whole or in part under this agreement.
- (b) You shall not raise a mortgage or other charge on assets purchased under the scheme(s) without obtaining our prior approval.
- (c) Where an asset, or an interest in an asset funded under this agreement is subsequently disposed of or ceases to be used for the approved purpose of which it was obtained, you shall notify us. If we then so demand, you will repay to us the full market value of the asset as the date of the disposal or cessation of approved use, or such lesser sum as we in our absolute discretion may deem to be a fair proportion of the market value.
- (d) We reserve the right to take possession of all assets funded in whole or in part under this agreement at its termination. We will pay an appropriate amount, as agreed with you, should we exercise our discretion in respect of assets only partly required from CCRC funding.
- (e) Agreement shall be sought from us before any publicly funded asset is used to generate income.

13. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

14. Intellectual property rights and publicity

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the CCRC's branding guidelines.
- (c) You must provide the CCRC Official with details of all the acknowledgement(s) referred to in Condition 14(b) for our approval before any such acknowledgements are used and you may not use such acknowledgements without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working days.
- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in CCRC promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

15. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act 2018 (the "DPA") and the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - i. to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - ii. any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here: https://www.cardiff.gov.uk/ENG/Home/New_Disclaimer/Pages/default.aspx

17. Buying goods and services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

18. Giving notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

“Notice in relation to Cardiff Capital Region City Deal Project Funding.”

- (b) The address and contact details for the purposes of serving notice under these Conditions are as follows

You: the Funding Recipient at the address stated in Condition 3.

Us: the Cardiff Council at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post:

on the second working day
after the date of posting.

By hand:

upon delivery to the address
or the next working day if after 4pm
or on a weekend or public holiday.

By email attachment:

upon delivery to the address
or the next working day if after 4pm
or on a weekend or public holiday.

19. Equal opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

20. Welsh language

- (a) Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat

the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

(b) For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner's Hybu team:

<http://www.comisiynyddygybraeg.cymru/hybu/en/home/Pages/home.aspx>

21. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government's well-being objectives contained in the Welsh Government's Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales.

22. General

(a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

(b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.

(c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter.

(d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.

(e) Conditions 7, 9, 11, 14, 15, and 22(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.

(f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.

(g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the

parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

(h) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.

23. How to accept this offer of Funding

(a) To accept this award of Funding you must sign and return a copy of this letter to the CCRCD Office. None of the Funding will be paid to you until we have received your signed letter.

(b) We must receive your signed letter within 28 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours sincerely

Chris Lee, Corporate Director
Resources, Cardiff Council on behalf of
Cardiff Capital Region City Deal

Kellie Beirne, City Deal Director, on
behalf of Cardiff Capital Region City
Deal

Schedule 1: The Purposes

The Purpose of the Funding is to XXXXXXXX

Cost	Value (£)
XXXXXXXXXXXX	£XXXXXXXX

This Grant Offer letter provides up to £XX,XXX to XXXXX XXXXX for the purposes of XXXXXX:

- XXXXXXXXXXXX
- XXXXXXXXXXXX
- XXXXXXXXXXXX

You must use the Funding solely for the Purposes and in line with the aims and objectives of the Common Assessment Framework. Any changes to the Purposes will require a written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.

Schedule 2: The Targets

Description of the Target	Date by when it should be achieved	Evidence required
XXXXX	XXXX	XXXX
XXXXX	XXXX	XXXX
XXXXX	XXXX	XXXX

Schedule 3: Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
10. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
11. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
12. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
13. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
14. you are unable, or admit in writing your inability, to pay your debts as they fall due;
15. any distress, execution, attachment or other process affects any of your assets;
16. a statutory demand is issued against you;

17. you cease, or threaten to cease, to carry on all or a substantial part of your business;

18. there is a change in your constitution, status, control or ownership and/or your external auditors resign;

19. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;

20. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

Declaration

I declare that I am duly authorised to do so and hereby accept the award of Funding and the Conditions relating to the Funding.

An authorised signatory of **Funding Recipient** Signature

_____ Name

_____ Job Title

_____ Date