


Agenda Item No:	5	
Committee:	Cabinet	
Date:	19 May 2025	
Report Title:	Shared Prosperity Fund	

1 Purpose / Summary

- 1.1 The Shared Prosperity Fund (SPF) is the government's domestic replacement for the European Structural and Investment Programme.
- 1.2 All areas of the UK are receiving an allocation of SPF funding calculated by a funding formula where the funding available to Fenland District is for SPF £279k over a transitional one-year period 2025-26.
- 1.3 Two SPF projects have been approved by the Cambridgeshire and Peterborough Combined Authority (CPCA), a continuation of the business grant scheme Investment in Business with a budget of £220k and the Firebreak and Anti-Social Behaviour project with a budget of £59k.

2 Key Issues

- 2.1 The one-year SPF allocated for Fenland projects will be paid by the Department for Levelling Up, Homes and Communities (DLUHC) to the CPCA. In accordance with the Draft Funding Agreement the District Council will claim in arrears the funding for each of the projects from the CPCA.
- 2.2 As the District Council is accepting SPF funding from the CPCA a decision is required to accept the funding.

3 Recommendations

- 3.1 Cabinet is requested to consider and recommend acceptance of Shared Prosperity Funding from the Cambridgeshire & Peterborough Combined Authority for a one-year period 2025-26.

Wards Affected	ALL
Forward Plan Reference	KEY/24APR25/01
Portfolio Holder(s)	Cllr Steve Count – Portfolio Holder for Economic Growth
Report Originator(s)	Anna Goodall, Assistant Director Simon Jackson, Economic Growth Manager
Contact Officer(s)	Simon Jackson, Economic Growth Manager

Report:

1 BACKGROUND AND INTENDED OUTCOMES

- 1.1 The UK Shared Prosperity Fund (SPF) is a transitional fund for one-year 2025-26 to maintain support for businesses and communities prior to the introduction of the Government's Industrial Strategy to be launched in 2026.
- 1.2 One-year transitional SPF funding will be paid by the Department for Levelling Up, Homes and Communities (DLUHC) to the CPCA. In accordance with the Draft Grant Funding Agreements (GFA) the District Council will claim in arrears the funding from the CPCA.
- 1.3 Fenland has negotiated with CPCA an SPF allocation of £279k. This is the largest single allocation to any of the Cambridgeshire and Peterborough local authorities.
- 1.4 Fenland SPF Draft GFA's can be found in Schedule 1.
- 1.5 The two SPF projects are in summary:
- 1.6 A continuation of the Investment in Business project with a budget of £220k. The project will continue to be managed and delivered by the Council's Economic Growth Team. This project will provide access to the appropriate expertise and pump-priming grant funding for Fenland businesses to drive local economic growth, productivity, R&D, energy saving and business innovation to secure access to market opportunities. The project will proactively prioritise sectors that are important drivers for economic growth in Fenland including agri-food, precision engineering and advanced manufacturing sectors, however, there will be no sectoral restrictions for the project. The project will maintain the involvement of the Cambridgeshire Chamber of Commerce in assessing grant bids and making recommendations to the Council's Grant Team for final decisions on grant applications.
- 1.7 Firebreak and Anti-Social Behaviour - Delivered in partnership with the Fire Service, County Council Youth Engagement team, law enforcement agencies, and local youth organisation CICs, the project provides structured youth engagement opportunities, focusing on personal development and crime prevention. As well opportunities to engage and reassure the wider community through visible policing across all areas of Fenland. A key component of this initiative addresses youth- related anti-social behaviour (ASB) and crime through targeted outreach, increased police visibility, and proactive intervention strategies. Under Operation Luscombe, law enforcement will enhance patrols in ASB-prone areas across Fenland, improving public perception of safety and reducing nuisance incidents.

2 REASONS FOR RECOMMENDATIONS

- 2.1 The SPF helps to support the delivery of the Council's economic growth and communities' corporate objectives.
- 2.2 The proposed projects have the greatest potential to deliver new, inclusive and sustainable growth opportunities for the district's residents and businesses.

3 CONSULTATION

- 3.1 Engagement with partners and evaluation on current provision such as via the CPCA Growth HUB has enabled external views and policies to be incorporated into the proposed SPF projects.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The SPF is a specific funding opportunity with no comparable alternative options. Acceptance of the funding provides an opportunity to deliver the outcomes specified in the CPCA's SPF GFAs and is a requirement of receiving the funding. The SPF agreements have been subject to appropriate legal oversight to ensure that Fenland District Council's position is adequately protected.

5 IMPLICATIONS

5.1 Legal Implications

- 5.2 Powers: FDC will enter into the GFA's with CPCA and grant recipients using its powers under section 1 of the Localism Act 2011.
- 5.3 Contracting: The grant funding agreements with FDC do not impose any unacceptable risks or obligations on FDC and that, to the extent feasible, risks and obligations will flow down to the end grant recipients through appropriate grant funding agreements to mitigate FDC's risk.
- 5.4 Procurement: The awards will be made via a grant funding agreement as opposed to a contract for services, so there will be no relevant public procurement implications.
- 5.5 Subsidy Control: The potential awards have been previously externally considered and reviewed for subsidy control compliance with the Subsidy Control Act 2022. There will be no subsidy to FDC as FDC will be acting in the course of its public functions and, in any event, will not receive any economic advantage from the grants. There will be no subsidy to the end recipients, or the grants will be provided by way of the minimal financial assistance allowance under the Act.

5.6 Financial Implications

- 5.7 The projects are fully externally funded. Whilst FDC will be responsible for administering the various projects there are no significant implications for the FDC budget.
- 5.8 It is currently being assumed that there will be no carry over of the SPF funds allocated for 2025-26 into 2026-27. There is a potential risk that some of the of SPF funding may not be utilised. All of the Fenland project leads are aware of this risk and are undertaking mitigating actions.

5.9 Equality Implications

- 5.10 All individual projects and services have been assessed to ensure equality of access, etc.

6 SCHEDULES

Schedule 1 – SPF Draft Grant Funding Agreements with CPCA



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

DATED:

GRANT FUNDING AGREEMENT

between

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

and

FENLAND DISTRICT COUNCIL

IN RELATION TO THE UK SHARED PROSPERITY FUND (UKSPF)

FENLAND – INVESTMENT IN BUSINESS

THIS GRANT FUNDING AGREEMENT is made the day of 2025

Between:

- (1) **CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY** whose principal address is at 2nd floor, Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire, PE29 3TN ("**CPCA**"); and
- (2) **FENLAND DISTRICT COUNCIL** whose principal address is Fenland Hall, County Road, March, PE15 ("**Recipient**").

Each individually a "**Party**" and together the "**Parties**".

Background

- (A) The Ministry of Housing, Communities and Local Government ("MHCLG") has approved funding to the CPCA from the UK Shared Prosperity Fund (UKSPF).
- (B) The UK government has set out an ambitious plan for change, focused on 5 national Missions: ambitious, measurable, long-term objectives that provide a driving sense of purpose for the country.
- (C) The UK Shared Prosperity Fund (UKSPF) proactively supports Mission-delivery: pushing power out to communities everywhere, with a specific focus to help kickstart economic growth and promoting opportunities in all parts of the UK.
- (D) The 5 government Missions that fit within that are:
 - Mission 1: Kickstart economic growth
 - Mission 2: Make Britain a clean energy superpower
 - Mission 3: Take back our streets
 - Mission 4: Break down barriers to opportunity
 - Mission 5: Build an NHS fit for the future
- (E) For 2025-26, the UK government have mapped existing interventions into Mission-led themes across the three priority areas: Communities and Place; Support for Local Business; and People and Skills.
- (F) The Fund's mix of revenue and capital funding will ensure places deliver directly on the foremost Mission to kickstart economic growth. Alongside this, it will support the four remaining Missions, helping those at risk of being left

behind and boost community cohesion, including supporting efforts to address homelessness, in areas right across the UK.

- (G) CPCA will pay sums of grant funding money to the district councils and unitary authority within its area.
- (H) CPCA has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (I) The payment of the grant funding by MHCLG and subsequently by CPCA is conditional on the terms of the Memorandum of Understanding between MHCLG and CPCA and the Recipient delivering the Project in accordance with the terms and conditions of this Agreement.
- (J) This Agreement sets out the terms and conditions on which the Grant is made by CPCA to the Recipient.
- (K) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

1. Definitions

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

- (a) **Bribery Act** means 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.
- (b) **Budget Sheet** means the budget sheet at Schedule 7.
- (c) **Claim Form** means the form at Schedule 3.
- (d) **Concept Form** means the form submitted by the Recipient to the CPCA, which is set out in Schedule 1.
- (e) **Commencement Date** means 1st April 2025
- (f) **Data Controller**: has the meaning set out under Data Protection Legislation.
- (g) **Data Processor**: has the meaning set out under Data Protection Legislation.
- (h) **Data Subject**: has the meaning set out in Data Protection Legislation.

- (i) **Data Protection Legislation** means all applicable data protection legislation and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications including by not limited to the guidance and codes of practice issued by the Information Commissioner or the relevant regulatory authority and which are applicable to a party.
- (j) **EIRs** means the Environmental Information Regulations 2004 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (k) **Events of Default** means any of the events described in clause 11.
- (l) **Excluded Expenditure** means Project costs for which the Recipient cannot make a Claim as set out in the Qualifying Expenditure Plan.
- (m) **FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (n) **Grant** means the monies paid to the Recipient in accordance with this Agreement.
- (o) **Grant Period** means the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2026.
- (p) **Intellectual Property Rights** means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- (q) **Know-How** means 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.

- (r) **Market Value** means the price at which a product or service could be sold in a competitive, open market.
- (s) **Maximum Sum** means **£220,000.00**
- (t) **MHCLG** means the Ministry of Housing, Communities and Local Government.
- (u) **Monitoring** means the requirements to provide information relating to the outcomes and outputs of the Project as described in clause 9 and using the form in Schedule 4.
- (v) **Monitoring Form** means the form set out in Schedule 4.
- (w) **Monitoring End Date** means 6 months following the end of the Grant Period.
- (x) **Personal Data** means shall have the same meaning as set out in the Data Protection Legislation.
- (y) **Planned Delivery Forecast** means the planned delivery forecast set out in Schedule 1.
- (z) **Prohibited Act** means:
 - (i) offering, giving or agreeing to give to any servant of CPCA any gift or consideration of any kind as an inducement or reward for:
 - (A) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with CPCA; or
 - (B) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with CPCA;
 - (ii) entering into this Agreement or any other contract with CPCA where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to CPCA;
 - (iii) committing any offence:
 - (A) under the Bribery Act;
 - (B) under legislation creating offences in respect of fraudulent acts; or

- (c) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with CPCA; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud CPCA.
- (aa) **Project** means the project described in Schedule 1.
- (bb) **Project Change Request** means any request to CPCA for changes to the Project including, but not limited to, Project outcomes, outputs, and timescales for a change using the form at Schedule 5 which must be completed.
- (cc) **Project Closure Report** means the project closure and lessons learnt report using the template at Schedule 8
- (dd) **Project Manager** means the individual who has been nominated to represent CPCA for the purposes of this Agreement.
- (cc) **Qualifying Expenditure** means the costs set out in the Qualifying Expenditure Plan which CPCA is satisfied either have been or will be reasonably and properly incurred by the Recipient on the Project and which does not include Excluded Expenditure.
- (dd) **Qualifying Expenditure Plan** means the plan set out at Schedule 2 to be produced by the Recipient prior to the first Claim and updated annually thereafter and on each occasion as approved by CPCA.
- (ee) **Regulatory Body** means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the National Audit Office, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of CPCA.
- (ff) **Request for Information** has the meaning in the FOIA or the EIRs or any apparent request for information under the FOIA or the EIRs or the Code of Practice on Access to Government Information (Second Edition).
- (gg) **Subsidy** has the meaning set out in the definition of 'subsidy' in the TCA, or the Subsidy Control Act 2022, as applicable.
- (hh) **Subsidy Control** means (i) the Subsidy Control Act 2022 and any subordinate legislation made under the same from time to time,

together with any guidance issued by the relevant Government department or the Competition and Markets Authority in relation to such legislation; and (ii) to the extent that Article 10 of the Northern Ireland Protocol in the "*Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community*" applies, the provisions set out in Annex 5 of the Northern Ireland Protocol, as amended and/or replaced from time to time.

- (ii) **Tax** means any tax, levy, impost, duty or other charge or withholdings and any charges of a similar nature, together with interest thereon and penalties with respect thereto, if any, and any payments made on or in respect thereof and "Taxation" and "Taxes" shall be construed accordingly.
- (jj) **UK GDPR** means General Data Protection Regulation ((EU) 2016/679).
- (kk) **UKSPF** means the UK Shared Prosperity Fund.
- (ll) **Working Day** means 9:00am to 5:00pm any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business and excluding public holidays.

2. Purpose of Grant

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of CPCA.
- 2.2 The Recipient shall not make any significant change to the Project without CPCA's prior written agreement. A Project Change Request Form must be completed as described in Schedule 5 and submitted for formal approval to CPCA's combined authority board or any such authorising body of CPCA. A Deed of Variation as described in Schedule 6 shall also be completed if required by CPCA.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify CPCA in advance of its intention to do so and, where such funding is obtained, it will provide CPCA with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that CPCA is funding in full under this Agreement.

3. Pre-Condition of Funding

- 3.1 The Recipient will not make any claim and CPCA will not be liable to make available any monies unless CPCA is reasonably satisfied that no Event of Default is continuing or would result from the provision of any proposed monies. For the avoidance of doubt, this requirement cannot be waived.

4. Payment of Grant

- 4.1 Subject to clause 16 and clause 5, CPCA shall pay the Grant to the Recipient monthly in arrears, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that CPCA has available funds.
- 4.2 In the event that funds are not available, CPCA shall notify the Recipient as soon as reasonably practicable. The Recipient may at its discretion halt the Project or continue with the Project at its own financial risk. CPCA shall notify the Recipient if and when the fund becomes available again. CPCA shall not be liable for any expenditure during this period.
- 4.3 No Grant shall be paid unless and until CPCA is satisfied (acting reasonably) that such payment has been used for proper expenditure in the delivery of the Project and the Recipient has complied with its obligations in clause 9.
- 4.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project. The Recipient shall be liable to cover any overspend costs.
- 4.5 In the event that the Recipient has an underspend at the end of the financial year 2025 – 2026 only, the recipient shall:
- a) submit to CPCA a credible plan setting out how it will utilise the underspend in the next financial year (no further extension will be allowed) and meet appropriate milestones and spend; or
 - b) the Recipient shall return any unspent money to CPCA who shall return it to MHCLG.

CPCA shall submit all credible plans to MHCLG through routine end-of year reporting.

- 4.6 The Recipient may forward spend but shall not be eligible to claim for that forward spend until the period in which it is applicable.
- 4.7 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of CPCA.

- 4.8 The Recipient shall promptly repay to CPCA any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

5. Mechanics and Payment of Funding

- 5.1 Each claim by the Recipient must:

- (a) be submitted monthly in arrears on a Claim Form signed by the Recipient's chief financial officer;
- (b) be accompanied by receipts to the value of the claim excluding VAT;
- (c) relate to Qualifying Expenditure for which the Recipient has not submitted any other Claim or received any other funding;
- (d) accord with the Qualifying Expenditure Plan or be accompanied by evidence to the satisfaction of CPCA to justify any deviation; and
- (e) not be for an amount which (if paid) would make the amount of advanced Funding exceed the Maximum Sum.

- 5.2 CPCA will pay claims from the Recipient in respect of Qualifying Expenditure within 28 Working Days of receipt of a valid claim.

6. Final Reconciliation

- 6.1 The Recipient will provide CPCA with a warranted statement that the monies actually expended were equal or greater than the estimated costs and if less will immediately return of any reduced costs/savings to CPCA.
- 6.2 If there is any dispute about the reconciliation, the Recipient will upon written request by CPCA provide CPCA and their accountants with open book accounts of the costs of the Project.
- 6.3 If CPCA reasonably believes the actual costs are materially less than the estimated costs they will notify the Recipient who will negotiate with CPCA in good faith to resolve the issue.
- 6.4 If the issue is not resolved within 3 months then CPCA may take such further action as it deems necessary including appointing an expert to deal with the matter and the Recipient shall fully cooperate with the expert and their directions.

6.5 Where the information provided pursuant to clause 6.3 shows:

- (a) that the total cost of the Project was less than the anticipated total cost of the Project and/or
- (b) that the total Market Value of the Project is more than the anticipated market value of the Project as set out in the Application Form,

then CPCA shall be entitled to recover Funding paid to the Recipient in accordance with the compensation provisions set out in Clause 4.6 and/or in Schedule 1.

7. Use of Grant

7.1 The Recipient must ensure that the grant award and its use of the grant is compliant with Subsidy Control Law and shall maintain appropriate records demonstrating compliance. The Recipient shall provide CPCA with a copy of such records within 5 working days of request.

7.2 The Recipient must inform CPCA promptly of any other funding applied for or awarded against the eligible costs covered by this award of grant.

7.3 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 2. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 4 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of CPCA.

7.4 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 2 together with a clear description of what that funding shall be used for.

7.5 The Recipient shall not use the Grant to:

- (a) purchase buildings or land; or
- (b) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by CPCA.

7.6 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period. Any money spent after the expiry of the Grant Period shall come from the Recipient's funds.

- 7.7 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to CPCA or, if agreed in writing by CPCA, shall be entitled to retain the unspent monies to use for public sector purpose agreed between the parties.
- 7.8 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from CPCA for this purpose.
- 7.9 The Recipient shall ensure compliance with its statutory obligations under the public sector equality duty set out at s149 of the Equality Act 2010.

8. Accounts and Records

- 8.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 8.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 8.3 The Recipient 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 following receipt of any Grant monies to which they relate. CPCA shall have the right to review, at CPCA's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 8.4 The Recipient shall comply and facilitate CPCA's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and CPCA.

9. Monitoring and Reporting

- 9.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 9.2 The Recipient shall provide CPCA with a Budget Sheet and a Monitoring Report on its use of the Grant and delivery of the Project every month. The Recipient shall provide CPCA with each report within first week of the following month to which the report relates.
- 9.3 In the event that that Recipient has not supplied the necessary reports to CPCA within the specified timescale or has supplied reports which are not to its reasonable satisfaction then CPCA reserves the right to suspend all future

funding payments unless and until CPCA is satisfied (acting reasonably) that progress is being made.

- 9.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 9.5 Along with its first quarterly financial report, the Recipient shall provide CPCA with a risk register and insurance review in the format provided by CPCA. The Recipient shall address the health and safety of its staff in the risk register.
- 9.6 The Recipient shall on request provide CPCA with such further information, explanations and documents as CPCA may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 9.7 The Recipient shall permit any person authorised by CPCA such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 9.8 The Recipient shall permit any person authorised by CPCA for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, CPCA considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 9.9 The Recipient shall provide CPCA with a Project Closure Report with three (3) months of the completion of the Project or the Grant Period whichever is the earlier. The Project Closure Report shall confirm whether the Project has been successfully and properly completed.
- 9.10 CPCA will monitor the Project for a period of 6 months after completion or until all project outcomes have been achieved.

10. Acknowledgment and Publicity

- 10.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of CPCA as the source of the Grant.
- 10.2 The Recipient shall not publish any material referring to the Project or CPCA without the prior written agreement of CPCA. The Recipient shall acknowledge the support of CPCA in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by CPCA) shall include CPCA's name and

logo (or any future name or logo adopted by CPCA) using the templates provided by CPCA from time to time.

- 10.3 In using CPCA's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by CPCA from time to time.
- 10.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by CPCA.
- 10.5 CPCA may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 10.6 The Recipient shall comply with all reasonable requests from CPCA to facilitate visits, provide reports, statistics, photographs and case studies that will assist CPCA in its promotional and fundraising activities relating to the Project.
- 10.7 The Recipient shall comply with the guidance on the Branding and Communication associated with UKSPF projects in the UKSPF Additional Information ([UK Shared Prosperity Fund: branding and publicity \(6\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/uk-shared-prosperity-fund-branding-and-publicity-6)).
- 10.8 The Recipient agrees 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.

11. Events of Default

- 11.1 An Event of Default occurs where:
 - (a) any pre-conditions listed in clause 3.1 are not met (or waived by CPCA);
 - (b) any breach of any representation or warranty (when made or repeated) by the Recipient pursuant to this Agreement;
 - (c) the Project has not been carried out:
 - (i) in compliance with all relevant statutory requirements;
 - (ii) in a good and workmanlike manner and in accordance with good industry practice; and/or
 - (iii) in accordance with the Application Form including but not limited to the timescales set out therein;
 - (d) the Recipient is Insolvent;

- (e) the Recipient undergoes a Change of Control which either does or (in the reasonable opinion of CPCA) is likely to have a material adverse impact on the Recipient's performance of its obligations under this Agreement and/or delivery of the Project in accordance with this Agreement;
- (f) the Recipient and/or any contractor does not have sufficient funds or resources available to complete the Project in accordance with this Agreement and/or the relevant works contract;
- (g) any enforcement action is taken, or other right is enforced in relation to Project, against the Recipient, or any contractor; or
- (h) there is a material breach of this Agreement which, if capable of remedy, has not been remedied within 30 days of CPCA notifying the Recipient of the breach and requesting remedy.
- (i) the Recipient has committed any default (however described) or any other event entitling CPCA to terminate or demand repayment of any amount advanced to the Recipient under any other agreement and in CPCA's reasonable opinion the breach by the Recipient or the demand for repayment affects the Recipient's ability or suitability to receive the Grant and carry out the Project.

12 Intellectual Property Rights

- 12.1 CPCA and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either CPCA or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 12.2 Where CPCA has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by CPCA.

13. Confidentiality

- 13.1 Subject to clause 14 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations

in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

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

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

14. Freedom of Information

14.1 Each party acknowledges that the other party is subject to the requirements of FOIA and the EIRs.

14.2 Each party shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the other party to enable the other party to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the other party all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the other party with a copy of all information belonging to the other party requested in the request for information which is in its possession or control in the form that the other party requires within 5 working days (or such other period as the other party may reasonably specify) of the other party's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the other party.

14.3 Each party acknowledges that the other party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from

the Recipient. The other party shall take reasonable steps to notify the first party of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the other party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15. Data Protection

- 15.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement and where appropriate, the Recipient will obtain the consent of its beneficiaries to enable to CPCA to receive and provide their Personal Data in connection with the project and for CPCA to contact them.

16. Withholding, Suspending and Repayment of Grant

- 16.1 CPCA's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to CPCA's other rights and remedies, CPCA may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the Recipient uses the Grant for purposes other than those for which it has been awarded;
 - (b) the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide CPCA with a reasonable explanation for the delay;
 - (c) CPCA considers (acting reasonably) that the Recipient has not made satisfactory progress with the delivery of the Project. For the purposes of this subclause 16.1 (c) unsatisfactory progress shall mean when the Project fails to spend the profiled budget over three (3) consecutive months;
 - (d) the Recipient is, in the reasonable opinion of CPCA, delivering the Project in a negligent manner;
 - (e) the Recipient obtains duplicate funding from a third party for the Project in breach of clause 2.3;
 - (f) the Recipient obtains funding from a third party which, in the reasonable opinion of CPCA, undertakes activities that are likely to bring the reputation of the Project or CPCA into disrepute;

- (g) the Recipient provides CPCA with any materially misleading or inaccurate information;
 - (h) the Recipient commits or committed a Prohibited Act;
 - (i) any employee or volunteer of the Recipient has:
 - (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or
 - (ii) taken any actions which, in the reasonable opinion of CPCA, bring or are likely to bring CPCA's name or reputation into disrepute;
 - (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - (m) CPCA deems that there has been a breach of Subsidy Control Law.
- 16.2 CPCA may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement.
- 16.3 The Recipient shall make any payments due to CPCA without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 16.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify CPCA as soon as possible so that, if possible, and without creating any legal obligation, CPCA will have an opportunity to provide assistance in resolving the problem or to take action to protect CPCA and the Grant monies.

17. Anti-discrimination

- 17.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 17.2 The Recipient shall take all reasonable steps to secure the observance of clause 17.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

18. Human Rights

- 18.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 18.2 The Recipient shall undertake, or refrain from undertaking, such acts as CPCA requests so as to enable CPCA to comply with its obligations under the Human Rights Act 1998.

19. Limitation of Liability

- 19.1 CPCA accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.
- 19.2 The Recipient shall indemnify and hold harmless CPCA, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 19.3 Subject to clause 19.1, CPCA's liability under this Agreement is limited to the payment of the Grant.

20. Warranties

- 20.1 The Recipient warrants, undertakes and agrees that:
- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
 - (b) it has not committed, nor shall it commit, any Prohibited Act;

- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify CPCA immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to CPCA is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to CPCA or any of CPCA's advisers, which might reasonably have influenced the decision of CPCA to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

21. Insurance

21.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

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

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) 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.

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

22. Duration

22.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

22.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

23. Termination

23.1 CPCA may terminate this Agreement and any Grant payments on giving the Recipient two months' written notice should it be required to do so by MHCLG, financial restraints or for any other reason.

24. Assignment

24.1 The Recipient may not, without the prior written consent of CPCA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

25. Waiver

25.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

26. Notices

26.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to the following addresses:
 - (i) Party 1: CPCA, 2nd Floor, Pathfinder House, St Mary's Street, Huntingdon. PE29 3TP
 - (ii) Party 2: FDC, Fenland Hall, County Road, March, PE15 8NQ.

- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Party 1: richard.kenny@cambridgeshirepeterborough-ca.gov.uk.
 - (ii) Party 2: sjackson@fenland.gov.uk .

26.2 Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- (iii) if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Dispute Resolution

27.1 In the event of any complaint or dispute (which does not relate to CPCA's right to withhold funds or terminate arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by CPCA from time to time.

27.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to Steve Clark, the Senior Responsible Officer of CPCA and the Director of the relevant department of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by CPCA and the Recipient.

27.3 In the absence of agreement under clause 27.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

28. No Partnership or Agency

- 28.1 This Agreement shall not create any partnership or joint venture between CPCA and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

29. Joint and Several Liability

- 29.1 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

30. Contracts (Rights of Third Parties) Act 1999

- 30.1 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.

31. Governing Law

- 31.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

32. Subsidy Rules

- 32.1 The Grant is subject to the Subsidy Rules and the Recipient confirms it has received independent legal advice in this regard including legal advice concerning the terms and effects of this Agreement and in particular on the implications of any determination that any assistance received by the Recipient under this Agreement represents a Subsidy.
- 32.2 The Recipient acknowledges and agrees that CPCA accepts no liability and makes no assurance that the funding is compliant with the Subsidy Rules. In the event that the Grant is adjudged to constitute unlawful Subsidy the Recipient agrees to make any necessary repayment and shall indemnify and save harmless the Funder against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the Grant or any part of it constituting unlawful Subsidy. This provision of this Clause 32 shall survive termination of this Agreement, however arising for a period of five years from the date of this Agreement.
- 32.3 In the event the Recipient appoints or instructs a sub-recipient to assist with the delivery of any part of the Project, the Recipient shall:

- (a) assess and address the issue of Subsidy (in the absence of a procurement compliant with UK requirements and the Recipients own internal processes); and
- (b) where the Recipient considers Subsidy to apply, it shall ensure that the Subsidy Rules and the requirements in any applicable exemption are fully complied with and for the avoidance of doubt the Recipient shall refrain from granting any funding that constitutes illegal Subsidy; and
- (c) ensure suitable clawback provisions are included in any agreement between the Recipient and the sub-recipient, to apply in the event any aid is adjudged to be illegal Subsidy and/or amounts to aid which overcompensates the Sub-Recipient for the goods/services obtained.

32.4 In the event that the Recipient alters the Project or any part of the Project, either with or without the prior approval of CPCA, then the Recipient shall:

- (a) consider the potential Subsidy implications of that alteration; and
- (b) take all necessary steps to ensure that any alteration is compliant with the Subsidy Rules; and
- (c) shall notify CPCA of any alterations with Subsidy implications (whether actual or potential) and the nature of such implications as soon as possible upon becoming aware of the Subsidy implications.

33. Entire Agreement

33.1 This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

33.2 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties hereto have executed this agreement as a Deed (but it remains undelivered until the day and year first above written)

**THE COMMON SEAL of CAMBRIDGESHIRE
AND PETERBOROUGH COMBINED AUTHORITY
was hereunto affixed in the presence of:**

Authorised Signatory

**THE COMMON SEAL of FENLAND DISTRICT COUNCIL
was hereunto affixed in the presence of:**

Authorised Signatory

Schedule 1 – The Project

UK Shared Prosperity Fund - Transitional Year 2025-2026 – Concept Paper	
Submission Date	13.02.25
Author	Simon Jackson
Exec Director Signoff?	Yes
Paper Version	V1 – January 2025

Key Project Information			
Project or Programme Name	Fenland – Investment in Business		
Submitting Organisation	Fenland District Council		
Funding Source	Ministry of Housing, Communities & Local Government (MHCLG)		
CPCA Directorate	Economy and Growth Directorate		
CPCA Project Lead Directorate			
Primary CPCA Strategic Objective	<p>Doubling the size of the local economy – the programme enables business to grow and develop and hence helps drives the growth of the local economy.</p> <p>Providing the UK’s most technically skilled workforce – the programme supports both the growth and retention of the workforces in local businesses</p> <p>Growing international recognition for our knowledge based economy – one of the programmes priorities is to support the growth of the knowledge based economy</p> <p>Improving the quality of life by tackling areas suffering from deprivation – Fenland has some of the worst areas of deprivation and the programme will prioritise businesses that are based in locations with recognised deprivation.</p>		
Alignment to Shared Ambition	<p>Igniting Innovation – the programme includes innovation in business as a priority.</p> <p>Embracing Diversity – a Fenland specific programme provides support to businesses in an area considered economically diverse from the rest of Cambridgeshire & Peterborough.</p> <p>Championing Collaboration – the programme continues and enhances the collaboration between the public and private sector in championing economic growth.</p>		
Please select at least one box of the five government missions your project will support.	<p>5 government Missions.</p> <p><input checked="" type="checkbox"/> Mission 1: Kickstart economic growth</p> <p><input type="checkbox"/> Mission 2: Make Britain a clean energy superpower</p> <p><input type="checkbox"/> Mission 3: Take back our streets</p> <p><input type="checkbox"/> Mission 4: Break down barriers to opportunity</p> <p><input type="checkbox"/> Mission 5: Build an NHS fit for the future</p>		
Please select a priority theme your project or programme will support (UKSPF).	<p>Communities and Place</p> <p><input type="checkbox"/></p>	<p>Supporting Local Business</p> <p><input checked="" type="checkbox"/></p>	<p>People and Skills</p> <p><input type="checkbox"/></p>
Project or Programme Lead Officer	Fenland District Council		

Directorate Executive Director	Anna Goodall, Assistant Director		
Delivery Responsibility	Fenland District Council		
Location of Project	Fenland		
Amount requested (£)	£20k (revenue) / £200k (Capital)		
Funding type	Project-specific funding (UKSPF).	Included in the MTFP?	Yes
MTFP Allocation Detail	Economy & Growth Revenue Programme: UK Shared Prosperity Fund - Revenue - Appendix D - detailed proposed revenue budgets.pdf Economy & Growth Capital Programme: UK SPF Core (cap) - Appendix C - detailed proposed capital budgets.pdf		
Brief Description Project/programme purpose: (single line only)			
A business grant programme providing expertise and pump-priming funding to support local businesses in driving economic growth, increasing productivity, and fostering R&D, energy efficiency, and business innovation.			
Detailed Description of the project/programme purpose: (be as thorough and descriptive as you can)			
<p>The Fenland - Investment in Business project aims to provide pump-priming grant funding to businesses to drive local economic growth, enhance productivity, and support research & development, energy efficiency, business innovation, and skills development. This initiative will help businesses access market opportunities and create sustainable, skilled employment.</p> <p>This program brings together business investment and skills development in one scheme, ensuring that businesses receive both financial support and guidance. The grants will fund capital investments, specialist technical support, market research, and more. This project is designed as a standalone initiative that delivers significant value to Fenland but is also embedded within a wider support ecosystem that engages businesses with relevant assistance.</p> <p>The project will prioritize existing businesses looking to grow, expand into new markets, create jobs, increase productivity, and reduce energy costs but who lack the necessary skills, experience, or financial resources.</p>			
Timelines			
Proposed Start Date	Expected Duration of Project	Details of factors driving start and duration (why proposed start and end date have been chosen)	
01/04/26	12 Months		
Please provide quarterly milestones, even if they are just rough estimates.		Quarter 1 (Apr, May & Jun)	GFA signed and marketing of the grant scheme to commence

	Quarter 2 (Jul, Aug & Sept)	Close of first round call for grant applications and processing for awards.
	Quarter 3 (Oct, Nov & Dec)	GFA's issued and first claims sought to be paid
	Quarter 4 (Jan, Feb & Mar)	Final claims to be paid and scheme closes ready for evaluation
Please provide the outputs that this project or programme will deliver.	From MHCLG Annex A <i>Alexa Hamilton, the Programme Lead, will review the outputs and outcomes with you once MHCLG has sent the updated ones.</i>	
Please provide the outcomes that this project or programme will deliver.	From MHCLG Annex A <i>Alexa Hamilton, the Programme Lead, will review the outputs and outcomes with you once MHCLG has sent the updated ones.</i>	
Impact of not proceeding:		
Briefly describe the impact or lost opportunity of not proceeding with this project or programme.		

Financials (Estimates)					
Current Estimate for Total Cost of project or programme		Does this project involve match, private, or public funding? If so, please indicate the amount and specify the funding source		Estimated cost for creation of business case	
What is the total estimated cost for this project, including all delivery costs and any design work?		What is the funding structure for the total project budget, and how is contributing and how much? <u>What is the impact of with no contribution from CPCA?</u>		N/A Part of a Programme Business Case for UKSPF	
Capital	Revenue	Capital	Revenue	Combination of Revenue & Capital?	Yes/No (Detail & Split)
Please provide quarterly milestones, even if they are just rough estimates.		Quarter 1 (Apr, May & Jun)		£50,000	
		Quarter 2 (Jul, Aug & Sept)		£50,000	
		Quarter 3 (Oct, Nov & Dec)		£75,000	
		Quarter 4 (Jan, Feb & Mar)		£25,000	

Assumptions or risks that could increase or decrease the total cost		
This is in essence the continuance of a well-established and performing programme. We anticipate a fast start to the programme in Qtr1 having publicised the availability of the grant funding from March 2025 onwards with a view to initial grant awards being made in Qtr1. The current SPF programme was heavily oversubscribed so already have a waiting list of potential projects.		
Benefits (Benefits must be measurable)		
Type	Description	Assumptions or risks that could increase or decrease the total benefits
Financial benefits	Increase in the overall private sector investment as a result of receiving grant funding. Up to 75% grant will generate a minimum of 25% investment from each business.	An assumption of 25% investment from the private sector – the % investment from the private sector will be significantly higher.
Non-financial benefits	Businesses receiving the grant will do a number of the following, increase jobs, improve productivity, improve sustainability, export more, etc	Businesses will deliver non-financial benefits on a case by case basis with some delivering more benefits than others.

Risk, Assumptions, Issues and Dependencies (RAID)						
Known Risks	Risk is that we are heavily oversubscribed and we will manage this if/when it occurs.					
Known Assumptions	We assume that the programme will run efficiently based upon our experience of the current SPF programme.					
Known Issues	Potential for expenditure to be delayed, however we delivered the current SPF programme on time and to budget and don't foresee why this can't be replicated.					
Known External Dependencies	Any national economic impacts, for example the impact of increased employer national insurance contributions on potential growth projects for businesses.					
Known internal Dependencies (tick which shared service is required)	Comms	Procurement	Legal	Finance	HR	Policy & Insight
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please Summarise below: - Key project delivery risks. - Responsible party (Owner) for managing risks. - Probability of occurrence (high, medium, low). - Impact level (high, medium, low). - Mitigation plans for risks.						

	Risks Description	Risk Owner	Probability (H, M, L)	Impact (H, M, L)	Mitigation
Risk Assessment	Unable to stimulate sufficient demand in timeframe to achieve ambitious output profile	Simon Jackson	L	M	Modelled on local demand based on previous SPF Experience of very similar programme
	Run out of available budget	Simon Jackson	L	L	To manage the number of applications we will set a high bar in the EOI scoring process for the selection of businesses to proceed to the application stage
Add extra lines below for as many identified risks.					
Subsidy Control					
The project must deliver in line with Subsidy Control as per Government Guidance? https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities					
Does any of the project involve the issue of subsidy?			Yes		
If yes, please explain how the subsidies comply with the UK's Subsidy control regime.			Each applicant will sign to say that they are compliant with UK Subsidy Control Regime. The programme has previously been assessed and clear to comply with UK Subsidy Control. Browne Jacobson Solicitors 31 st March 2022 Subsidy Control Advice – UKSPF Projects		

Schedule 2 – Qualifying Expenditure Plan

PROJECT TITLE	REGION AUTHORITY	CAPITAL	REVENUE	TOTAL MAXIMUM SUM OF GRANT
Fenland – Investment in Business	FDC	£200,000	£20,000	£220,000

Schedule 3 - Claim Form

GRANT FUND FINANCIAL CLAIM FORM

1. CLAIM DETAILS

Project Title	
CPCA Project Reference	
Delivery Lead Reference	
Month / Quarter / Period that this claim refers to	
Funding Recipient Organisation	
Address	
Postcode	
Email	
Telephone	
Date of Funding Agreement	
Project Start Date	
Project End Date	
The maximum amount of the grant approved	
Total expected project cost	
Total grant received to date (current funding agreement)	£0
Project claim number	
Forecasts spend for this period	
Actual spend during this period	
Actual spend breakdown for the current period for which the grant is being claimed (or attach a spreadsheet)	

Forecasts spend for the next period & attach expenditure forecast unless the same as per the funding agreement.

3. DECLARATION

I believe the above information to be accurate. I claim a grant* drawdown of £[insert amount] and certify that this amount is not more than is payable in accordance with the provisions of the funding agreement.

***Delete which is not applicable**

Name	
Signature	
Date	
Position	
Telephone	
Email	

To be completed by S151 or authorised representative:

As or on behalf of the Chief Financial Officer for the lead Local Authority, based on the assurances provided above, I certify that the project is progressing to my satisfaction/has been completed satisfactorily, and this claim is for payment.

Signed:

Name in block letters:

Date:

TO BE COMPLETED BY CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY:

Have all sections of the claim form been completed?

☐

CPCA Office to confirm which programme/grant applies to this project:

To be completed by CPCA Project Manager:

I certify that where a grant has been claimed that the project is progressing to my satisfaction and to agreed timescales/has been completed satisfactorily, and this claim is for payment.

Signed:

Name in block letters:

Date:

To be completed by CPCA Finance:

I certify that the costs of this claim are fair, and the supporting documentation is sufficient to evidence the grant amount being claimed.

Signed:

Name in block letters:

Date:

To be completed by S73 or authorised representative:

As or on behalf of the Chief Financial Officer for the Cambridgeshire and Peterborough Combined Authority, based on the assurances provided above, I certify that the project is progressing to my satisfaction/has been completed satisfactorily, and this claim is for payment.

Signed:

Name in block letters:

Date:

To be completed by the CEO or the Monitoring Officer where needed:

Per the assurance provided by the Section 151 officer's authorised representative, I approve this claim for payment.

Signed:

Name in block letters:

Date:

Schedule 4 – Monitoring Form



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

UKSPF TF MONITORING REPORT 2025

QX (Months)



Lead Local Authority

Lead Local Authority	Fenland District Council
Fund Allocation	
GFA	
UKSPF Programme Duration	1 year (2025 – 2026)
Spend to Date	
Urgent Task(s)	
UKSPF lead Officer: (signature required to confirm all information submitted is accurate and evidence can be provided if required)	<i>Signature required</i>
Date Signed	<i>Date required</i>

Please include a detailed assessment of the programme's performance and planned future activities in the progress report. It should demonstrate the successful delivery of activities and outputs. If there are any performance delays, include the measures to get the project back on track.

Your claim may be rejected if the information is considered insufficient or incorrect.

Progress

Overall Quarterly Progress Note - Please briefly comment on the overall activities carried out during the last quarter. If any delays or issues occurred during this period, please provide details and the measures taken to address them.

Projects	Themes	Intervention Number	Milestones	Brief Quarterly Update
			Quarterly	
Fenland – Investment in Business			Q1 - GFA signed and marketing of the grant scheme to commence	
			Q2 - Close of first round call for grant applications and processing for awards.	
			Q3 - GFA's issued and first claims sought to be paid	

			Q4 - Final claims to be paid and scheme closes ready for evaluation	
--	--	--	--	--



Financials

Financial Performance - This section should cover actual expenditure against the project performance discussed to date.

Project	Budget (23/24 - carry forward incl)		Spend to date (£)		Claims Submitted? (Yes or No)	Cumulative Expenditure Concerns? 0 - 49%: Red 50% - 69%: Amber 70% - 100%: Green
	Capital	Revenue	Capital	Revenue		

Forecast

Please provide forecasts for the next two quarters.

Project	Reference	Project Lead	Q1	Q2	Q3	Q4
Fenland – Investment in Business		Simon Jackson	£50,000	£50,000	£75,000	£25,000

Deliverables

Progress against Contractual Outcomes and Outputs.

Project	Intervention	Output	Actual	Outcome	Actual
Fenland – Investment in Business	OP10, OP9, OP11 OC11, OC16, OC12, OC15, OC14	OP10 Number of enterprises receiving non-financial support 13 OP9 Number of enterprises receiving grants 13 OP11 Number of potential entrepreneurs assisted to be business ready 13		OC11 Number of enterprises adopting new or improved products or services 6 OC16 Number of organisations engaged in new knowledge transfer activity 3 OC12 Number of businesses adopting new to the firm technologies or processes 5 OC15 Number of new to market products 10 OC14 Number of enterprises with improved productivity 3	

Publicity

Publicity Quarterly Calendar—The table below must summarise all marketing information for your projects. Please provide media release schedules for press release submission.

Jul	Aug	Sept	Oct	Nov	Dec
-----	-----	------	-----	-----	-----



Project:					
Project Theme: C&P, LB or P&S					
Information:					

Project Risk(s)

Risk ratings: Please describe any associated project risks here. Further details will need to be provided separately.

Project Name	Risk Title	Date Identified	Risk Type	Risk Owner	Cost of Risk (£)	TargetRisk Score

Risk guidance

Impact	Risk Matrix						
	5	Critical	15	19	22	24	25
	4	Major	10	14	18	21	23
	3	Moderate	6	9	13	17	20
	2	Minor	3	5	8	12	16
	1	Negligible	1	2	4	7	11
			1	2	3	4	5
			Rare	Unlikely	Possible	Likely	Almost Certain
Likelihood							

Schedule 5 – Project Change Request

Change Request Form

This form is designed to guarantee adequate tracking of project delivery. Any change that exceeds 30% of the assigned deliverables and expenditure within your Local Authority allocation will be considered a Material Change. This means that any such change will require additional examination and evaluation. Please note that the 30% limit accumulates across all alterations

Only complete the sections relevant to your proposed change.

UKSPF <input type="checkbox"/>		REPF <input type="checkbox"/>	
Project Name:			
Material Change?	Choose an item.	Percentage of funds affected. <small>(The amount must be calculated based on the total funds allocated.)</small>	N/A
Project Description:			
Project Budget Allocation:			
Change in Capital expenditure?	Choose an item.	Notification Date:	Click or tap to enter a date.
Change in Revenue expenditure?	Choose an item.	Delay Start or Completion?	Choose an item.
Change in Output?	Choose an item.	Change in intervention?	Choose an item.
Change in Outcome?	Choose an item.	Cancellation of the Project(s)?	Choose an item.
Brief Description of the Change: (single line only)			
Original Capital Budget:		New Capital Budget:	
Original Revenue Budget:		New Revenue Budget:	

Change Request Form

Original Outputs:		Original Outcomes:	
New Outputs:		New Outcomes:	
Original Start Date:	Click or tap to enter a date.	New Start Date:	Click or tap to enter a date.
Original Completion Date:	Click or tap to enter a date.	New Completion Date:	Click or tap to enter a date.
Reason for Change: 			
Submitted by:		Date:	Click or tap to enter a date.
Local Authority Chief Finance Officer:		Date:	Click or tap to enter a date.
Local Authority Monitoring Officer:		Date:	Click or tap to enter a date.
Local Authority Director:		Date:	Click or tap to enter a date.
CPCA Legal Officer:		Date:	Click or tap to enter a date.
CPCA Finance Officer:		Date:	Click or tap to enter a date.
CPCA Executive Director:		Date:	Click or tap to enter a date.

Schedule 6 – Deed of Variation

Agreement Title:	GRANT FUNDING AGREEMENT in respect of the UK Shared Prosperity Fund and more specifically A Focus on Abbey
-------------------------	---

Variation No:		Date	
----------------------	--	-------------	--

BETWEEN:

Cambridgeshire and Peterborough Combined Authority and [insert]

The Agreement is varied as follows:

[INSERT DETAILS OF VARIATION]

Start Date:

Extension of Time/Proposed Completion Date:

Costs:

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[INSERT EXECUTION CLAUSE]

Schedule 7 – Quarterly Budget

Project	Reference	Project Lead	Q1	Q2	Q3	Q4
Fenland – Investment in Business		Simon Jackson	£50,000	£50,000	£75,000	£25,000

Schedule 8 - Project Closure Report

Project Closure Report

Project Details

Project Code:	CPCA to complete.	Project Name:	
Project / Programme Manager:		Directorate:	Business & Skills
Project Start Date:		Project Completion Date:	31/03/2026
Original Project Scope:		Actual Completion Date:	
What has been delivered:			

Outcomes

Please provide the outcomes and outputs delivered by this project over the past three

Project Output:	Achieved within the project lifecycle
	2025 - 2026
Project Outcomes:	Achieved within the project lifecycle
	2025 - 2026

Project Overview

What were the original objectives of the project? (Please provide a brief summary of the key goals and expected outcomes.)

What were the criteria for measuring success? (E.g., number of participants engaged, infrastructure completed, jobs created, etc.)

Project Closure Report

Was the project completed as originally planned?

Has an external completion report been completed? If yes, please ensure the completed closeout documentation is saved.

Project Highlights

What were the most significant achievements? (Highlight key milestones, success stories, and any unexpected positive outcomes.)

What methods or strategies worked particularly well? (Consider approaches that led to efficiency, engagement, or improved outcomes.)
Please detail.

What was most valuable in delivering the project successfully? (E.g., collaboration with partners, technology used, funding flexibility, etc.)

Project Challenges & Areas for Improvement

What were the key challenges faced? (Consider barriers such as staffing, timeline, budget, engagement, or external factors.)

What specific processes could be improved? (Think about reporting, project management, procurement, communication, etc.)

What were the main problem areas? (E.g., budgeting constraints, delays, unexpected risks, or policy-related challenges.)

Finance

Please complete the table and add any additional information below. If there are any issues or queries, please speak to the Programme Lead, Alexa Hamilton

2025 - 2026

Notes

Actual Years e.g. 2025-2026:

Original Budget:

Completed Budget:

Variances:

Please confirm that all claims have been submitted to CPCA, along with the financial evidence in the form of a screenshot.

Insert screenshot here.

Project Closure Report

Please explain any variances:	
Are there any Grant Funding Contractual Obligations?	
Has the final invoices been received and financial close been undertaken?	
Has a VfM assessment been done? If so, please include with this document	

Monitoring and Evaluation

Please can you advise whether the following has been completed and provide commentary if needed:

Has a formal Monitoring and Evaluation (M&E) plan been developed for this project?	Yes (Please attach or provide access to the document) No (Please explain why)
Has a logic model been completed for this project?	Yes (Please ensure it is saved on SharePoint and provide a brief summary below) No (Please explain why)
Has the M&E plan been reviewed and agreed upon with the project team?	Yes (Please ensure the final version is included with the closure report) No (Please explain why)

Project Manager financial sign-off

We confirm that the total sum of £XXX, as outlined in the Grant Funding Agreement (GFA), has been fully claimed.

This amount satisfies all financial obligations under the GFA, and no further adjustments or claims will be made.

Project/Programme Manager Sign Off:

Date:

Lessons Learned (more detail on tab 2)

Please complete the columns in Tab 2 for Lessons Learned during this project.

Project Completion Sign Off

Finance Sign Off (S151):

Date:

Director Sign Off:

Date:

Project Closure Report

Your feedback will help improve future UKSPF and REPF projects. If you have any additional insights, please share them with us.

Stage Identified	Event	Effect	Causes/Trigger	Key Takeaways	Future Recommendations	Date Logged	Logged By

Additional Comments

Insert text here



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

DATED:

GRANT FUNDING AGREEMENT

between

CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY

and

FENLAND DISTRICT COUNCIL

IN RELATION TO THE UK SHARED PROSPERITY FUND (UKSPF)

ASB AND FIREBREAK

THIS GRANT FUNDING AGREEMENT is made the day of 2025

Between:

- (1) **CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY** whose principal address is at 2nd floor, Pathfinder House, St Mary's Street, Huntingdon, Cambridgeshire, PE29 3TN ("**CPCA**"); and
- (2) **FENLAND DISTRICT COUNCIL** whose principal address is Fenland Hall, County Road, March, PE15 ("**Recipient**").

Each individually a "**Party**" and together the "**Parties**".

Background

- (A) The Ministry of Housing, Communities and Local Government ("MHCLG") has approved funding to the CPCA from the UK Shared Prosperity Fund (UKSPF).
- (B) The UK government has set out an ambitious plan for change, focused on 5 national Missions: ambitious, measurable, long-term objectives that provide a driving sense of purpose for the country.
- (C) The UK Shared Prosperity Fund (UKSPF) proactively supports Mission-delivery: pushing power out to communities everywhere, with a specific focus to help kickstart economic growth and promoting opportunities in all parts of the UK.
- (D) The 5 government Missions that fit within that are:
 - Mission 1: Kickstart economic growth
 - Mission 2: Make Britain a clean energy superpower
 - Mission 3: Take back our streets
 - Mission 4: Break down barriers to opportunity
 - Mission 5: Build an NHS fit for the future
- (E) For 2025-26, the UK government have mapped existing interventions into Mission-led themes across the three priority areas: Communities and Place; Support for Local Business; and People and Skills.
- (F) The Fund's mix of revenue and capital funding will ensure places deliver directly on the foremost Mission to kickstart economic growth. Alongside this, it will support the four remaining Missions, helping those at risk of being left

behind and boost community cohesion, including supporting efforts to address homelessness, in areas right across the UK.

- (G) CPCA will pay sums of grant funding money to the district councils and unitary authority within its area.
- (H) CPCA has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (I) The payment of the grant funding by MHCLG and subsequently by CPCA is conditional on the terms of the Memorandum of Understanding between MHCLG and CPCA and the Recipient delivering the Project in accordance with the terms and conditions of this Agreement.
- (J) This Agreement sets out the terms and conditions on which the Grant is made by CPCA to the Recipient.
- (K) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

Agreed terms

1. Definitions

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

- (a) **Bribery Act** means 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.
- (b) **Budget Sheet** means the budget sheet at Schedule 7.
- (c) **Claim Form** means the form at Schedule 3.
- (d) **Concept Form** means the form submitted by the Recipient to the CPCA, which is set out in Schedule 1.
- (e) **Commencement Date** means 1st April 2025
- (f) **Data Controller**: has the meaning set out under Data Protection Legislation.
- (g) **Data Processor**: has the meaning set out under Data Protection Legislation.
- (h) **Data Subject**: has the meaning set out in Data Protection Legislation.

- (i) **Data Protection Legislation** means all applicable data protection legislation and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications including by not limited to the guidance and codes of practice issued by the Information Commissioner or the relevant regulatory authority and which are applicable to a party.
- (j) **EIRs** means the Environmental Information Regulations 2004 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (k) **Events of Default** means any of the events described in clause 11.
- (l) **Excluded Expenditure** means Project costs for which the Recipient cannot make a Claim as set out in the Qualifying Expenditure Plan.
- (m) **FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it.
- (n) **Grant** means the monies paid to the Recipient in accordance with this Agreement.
- (o) **Grant Period** means the period for which the Grant is awarded starting on the Commencement Date and ending on 31st March 2026.
- (p) **Intellectual Property Rights** means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- (q) **Know-How** means 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.

- (r) **Market Value** means the price at which a product or service could be sold in a competitive, open market.
- (s) **Maximum Sum** means **£59,000.00**
- (t) **MHCLG** means the Ministry of Housing, Communities and Local Government.
- (u) **Monitoring** means the requirements to provide information relating to the outcomes and outputs of the Project as described in clause 9 and using the form in Schedule 4.
- (v) **Monitoring Form** means the form set out in Schedule 4.
- (w) **Monitoring End Date** means 6 months following the end of the Grant Period.
- (x) **Personal Data** means shall have the same meaning as set out in the Data Protection Legislation.
- (y) **Planned Delivery Forecast** means the planned delivery forecast set out in Schedule 1.
- (z) **Prohibited Act** means:
 - (i) offering, giving or agreeing to give to any servant of CPCA any gift or consideration of any kind as an inducement or reward for:
 - (A) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with CPCA; or
 - (B) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with CPCA;
 - (ii) entering into this Agreement or any other contract with CPCA where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to CPCA;
 - (iii) committing any offence:
 - (A) under the Bribery Act;
 - (B) under legislation creating offences in respect of fraudulent acts; or

- (c) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with CPCA; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud CPCA.
- (aa) **Project** means the project described in Schedule 1.
- (bb) **Project Change Request** means any request to CPCA for changes to the Project including, but not limited to, Project outcomes, outputs, and timescales for a change using the form at Schedule 5 which must be completed.
- (cc) **Project Closure Report** means the project closure and lessons learnt report using the template at Schedule 8
- (dd) **Project Manager** means the individual who has been nominated to represent CPCA for the purposes of this Agreement.
- (cc) **Qualifying Expenditure** means the costs set out in the Qualifying Expenditure Plan which CPCA is satisfied either have been or will be reasonably and properly incurred by the Recipient on the Project and which does not include Excluded Expenditure.
- (dd) **Qualifying Expenditure Plan** means the plan set out at Schedule 2 to be produced by the Recipient prior to the first Claim and updated annually thereafter and on each occasion as approved by CPCA.
- (ee) **Regulatory Body** means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the National Audit Office, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of CPCA.
- (ff) **Request for Information** has the meaning in the FOIA or the EIRs or any apparent request for information under the FOIA or the EIRs or the Code of Practice on Access to Government Information (Second Edition).
- (gg) **Subsidy** has the meaning set out in the definition of 'subsidy' in the TCA, or the Subsidy Control Act 2022, as applicable.
- (hh) **Subsidy Control** means (i) the Subsidy Control Act 2022 and any subordinate legislation made under the same from time to time,

together with any guidance issued by the relevant Government department or the Competition and Markets Authority in relation to such legislation; and (ii) to the extent that Article 10 of the Northern Ireland Protocol in the *“Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community”* applies, the provisions set out in Annex 5 of the Northern Ireland Protocol, as amended and/or replaced from time to time.

- (ii) **Tax** means any tax, levy, impost, duty or other charge or withholdings and any charges of a similar nature, together with interest thereon and penalties with respect thereto, if any, and any payments made on or in respect thereof and "Taxation" and "Taxes" shall be construed accordingly.
- (jj) **UK GDPR** means General Data Protection Regulation ((EU) 2016/679).
- (kk) **UKSPF** means the UK Shared Prosperity Fund.
- (ll) **Working Day** means 9:00am to 5:00pm any day (other than a Saturday or Sunday) on which banks are open in London for normal banking business and excluding public holidays.

2. Purpose of Grant

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of CPCA.
- 2.2 The Recipient shall not make any significant change to the Project without CPCA's prior written agreement. A Project Change Request Form must be completed as described in Schedule 5 and submitted for formal approval to CPCA's combined authority board or any such authorising body of CPCA. A Deed of Variation as described in Schedule 6 shall also be completed if required by CPCA.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify CPCA in advance of its intention to do so and, where such funding is obtained, it will provide CPCA with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that CPCA is funding in full under this Agreement.

3. Pre-Condition of Funding

- 3.1 The Recipient will not make any claim and CPCA will not be liable to make available any monies unless CPCA is reasonably satisfied that no Event of Default is continuing or would result from the provision of any proposed monies. For the avoidance of doubt, this requirement cannot be waived.

4. Payment of Grant

- 4.1 Subject to clause 16 and clause 5, CPCA shall pay the Grant to the Recipient monthly in arrears, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that CPCA has available funds.
- 4.2 In the event that funds are not available, CPCA shall notify the Recipient as soon as reasonably practicable. The Recipient may at its discretion halt the Project or continue with the Project at its own financial risk. CPCA shall notify the Recipient if and when the fund becomes available again. CPCA shall not be liable for any expenditure during this period.
- 4.3 No Grant shall be paid unless and until CPCA is satisfied (acting reasonably) that such payment has been used for proper expenditure in the delivery of the Project and the Recipient has complied with its obligations in clause 9.
- 4.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project. The Recipient shall be liable to cover any overspend costs.
- 4.5 In the event that the Recipient has an underspend at the end of the financial year 2025 – 2026 only, the recipient shall:
- a) submit to CPCA a credible plan setting out how it will utilise the underspend in the next financial year (no further extension will be allowed) and meet appropriate milestones and spend; or
 - b) the Recipient shall return any unspent money to CPCA who shall return it to MHCLG.
- CPCA shall submit all credible plans to MHCLG through routine end-of year reporting.
- 4.6 The Recipient may forward spend but shall not be eligible to claim for that forward spend until the period in which it is applicable.
- 4.7 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of CPCA.

- 4.8 The Recipient shall promptly repay to CPCA any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

5. Mechanics and Payment of Funding

- 5.1 Each claim by the Recipient must:
- (a) be submitted monthly in arrears on a Claim Form signed by the Recipient's chief financial officer;
 - (b) be accompanied by receipts to the value of the claim excluding VAT;
 - (c) relate to Qualifying Expenditure for which the Recipient has not submitted any other Claim or received any other funding;
 - (d) accord with the Qualifying Expenditure Plan or be accompanied by evidence to the satisfaction of CPCA to justify any deviation; and
 - (e) not be for an amount which (if paid) would make the amount of advanced Funding exceed the Maximum Sum.
- 5.2 CPCA will pay claims from the Recipient in respect of Qualifying Expenditure within 28 Working Days of receipt of a valid claim.

6. Final Reconciliation

- 6.1 The Recipient will provide CPCA with a warranted statement that the monies actually expended were equal or greater than the estimated costs and if less will immediately return of any reduced costs/savings to CPCA.
- 6.2 If there is any dispute about the reconciliation, the Recipient will upon written request by CPCA provide CPCA and their accountants with open book accounts of the costs of the Project.
- 6.3 If CPCA reasonably believes the actual costs are materially less than the estimated costs they will notify the Recipient who will negotiate with CPCA in good faith to resolve the issue.
- 6.4 If the issue is not resolved within 3 months then CPCA may take such further action as it deems necessary including appointing an expert to deal with the matter and the Recipient shall fully cooperate with the expert and their directions.

6.5 Where the information provided pursuant to clause 6.3 shows:

- (a) that the total cost of the Project was less than the anticipated total cost of the Project and/or
- (b) that the total Market Value of the Project is more than the anticipated market value of the Project as set out in the Application Form,

then CPCA shall be entitled to recover Funding paid to the Recipient in accordance with the compensation provisions set out in Clause 4.6 and/or in Schedule 1.

7. Use of Grant

7.1 The Recipient must ensure that the grant award and its use of the grant is compliant with Subsidy Control Law and shall maintain appropriate records demonstrating compliance. The Recipient shall provide CPCA with a copy of such records within 5 working days of request.

7.2 The Recipient must inform CPCA promptly of any other funding applied for or awarded against the eligible costs covered by this award of grant.

7.3 The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 2. For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed in column 1 of Schedule 4 shall not exceed the corresponding sum of money listed in column 2 without the prior written agreement of CPCA.

7.4 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 2 together with a clear description of what that funding shall be used for.

7.5 The Recipient shall not use the Grant to:

- (a) purchase buildings or land; or
- (b) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by CPCA.

7.6 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period. Any money spent after the expiry of the Grant Period shall come from the Recipient's funds.

- 7.7 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to CPCA or, if agreed in writing by CPCA, shall be entitled to retain the unspent monies to use for public sector purpose agreed between the parties.
- 7.8 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from CPCA for this purpose.
- 7.9 The Recipient shall ensure compliance with its statutory obligations under the public sector equality duty set out at s149 of the Equality Act 2010.

8. Accounts and Records

- 8.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 8.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 8.3 The Recipient 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 following receipt of any Grant monies to which they relate. CPCA shall have the right to review, at CPCA's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 8.4 The Recipient shall comply and facilitate CPCA's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and CPCA.

9. Monitoring and Reporting

- 9.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 9.2 The Recipient shall provide CPCA with a Budget Sheet and a Monitoring Report on its use of the Grant and delivery of the Project every month. The Recipient shall provide CPCA with each report within first week of the following month to which the report relates.
- 9.3 In the event that that Recipient has not supplied the necessary reports to CPCA within the specified timescale or has supplied reports which are not to its reasonable satisfaction then CPCA reserves the right to suspend all future

funding payments unless and until CPCA is satisfied (acting reasonably) that progress is being made.

- 9.4 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 9.5 Along with its first quarterly financial report, the Recipient shall provide CPCA with a risk register and insurance review in the format provided by CPCA. The Recipient shall address the health and safety of its staff in the risk register.
- 9.6 The Recipient shall on request provide CPCA with such further information, explanations and documents as CPCA may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 9.7 The Recipient shall permit any person authorised by CPCA such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 9.8 The Recipient shall permit any person authorised by CPCA for the purpose to visit the Recipient once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, CPCA considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 9.9 The Recipient shall provide CPCA with a Project Closure Report with three (3) months of the completion of the Project or the Grant Period whichever is the earlier. The Project Closure Report shall confirm whether the Project has been successfully and properly completed.
- 9.10 CPCA will monitor the Project for a period of 6 months after completion or until all project outcomes have been achieved.

10. Acknowledgment and Publicity

- 10.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of CPCA as the source of the Grant.
- 10.2 The Recipient shall not publish any material referring to the Project or CPCA without the prior written agreement of CPCA. The Recipient shall acknowledge the support of CPCA in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by CPCA) shall include CPCA's name and

logo (or any future name or logo adopted by CPCA) using the templates provided by CPCA from time to time.

- 10.3 In using CPCA's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by CPCA from time to time.
- 10.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by CPCA.
- 10.5 CPCA may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 10.6 The Recipient shall comply with all reasonable requests from CPCA to facilitate visits, provide reports, statistics, photographs and case studies that will assist CPCA in its promotional and fundraising activities relating to the Project.
- 10.7 The Recipient shall comply with the guidance on the Branding and Communication associated with UKSPF projects in the UKSPF Additional Information ([UK Shared Prosperity Fund: branding and publicity \(6\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/614442/UK_Shared_Prosperty_Fund_branding_and_publicity_6.pdf)).
- 10.8 The Recipient agrees 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.

11. Events of Default

- 11.1 An Event of Default occurs where:
 - (a) any pre-conditions listed in clause 3.1 are not met (or waived by CPCA);
 - (b) any breach of any representation or warranty (when made or repeated) by the Recipient pursuant to this Agreement;
 - (c) the Project has not been carried out:
 - (i) in compliance with all relevant statutory requirements;
 - (ii) in a good and workmanlike manner and in accordance with good industry practice; and/or
 - (iii) in accordance with the Application Form including but not limited to the timescales set out therein;
 - (d) the Recipient is Insolvent;

- (e) the Recipient undergoes a Change of Control which either does or (in the reasonable opinion of CPCA) is likely to have a material adverse impact on the Recipient's performance of its obligations under this Agreement and/or delivery of the Project in accordance with this Agreement;
- (f) the Recipient and/or any contractor does not have sufficient funds or resources available to complete the Project in accordance with this Agreement and/or the relevant works contract;
- (g) any enforcement action is taken, or other right is enforced in relation to Project, against the Recipient, or any contractor; or
- (h) there is a material breach of this Agreement which, if capable of remedy, has not been remedied within 30 days of CPCA notifying the Recipient of the breach and requesting remedy.
- (i) the Recipient has committed any default (however described) or any other event entitling CPCA to terminate or demand repayment of any amount advanced to the Recipient under any other agreement and in CPCA's reasonable opinion the breach by the Recipient or the demand for repayment affects the Recipient's ability or suitability to receive the Grant and carry out the Project.

12 Intellectual Property Rights

- 12.1 CPCA and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either CPCA or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 12.2 Where CPCA has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by CPCA.

13. Confidentiality

- 13.1 Subject to clause 14 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations

in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.

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

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

14. Freedom of Information

14.1 Each party acknowledges that the other party is subject to the requirements of FOIA and the EIRs.

14.2 Each party shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the other party to enable the other party to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the other party all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the other party with a copy of all information belonging to the other party requested in the request for information which is in its possession or control in the form that the other party requires within 5 working days (or such other period as the other party may reasonably specify) of the other party's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the other party.

14.3 Each party acknowledges that the other party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from

the Recipient. The other party shall take reasonable steps to notify the first party of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the other party shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

15. Data Protection

- 15.1 Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement and where appropriate, the Recipient will obtain the consent of its beneficiaries to enable CPCA to receive and provide their Personal Data in connection with the project and for CPCA to contact them.

16. Withholding, Suspending and Repayment of Grant

- 16.1 CPCA's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to CPCA's other rights and remedies, CPCA may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the Recipient uses the Grant for purposes other than those for which it has been awarded;
 - (b) the delivery of the Project does not start within 3 months of the Commencement Date and the Recipient has failed to provide CPCA with a reasonable explanation for the delay;
 - (c) CPCA considers (acting reasonably) that the Recipient has not made satisfactory progress with the delivery of the Project. For the purposes of this subclause 16.1 (c) unsatisfactory progress shall mean when the Project fails to spend the profiled budget over three (3) consecutive months;
 - (d) the Recipient is, in the reasonable opinion of CPCA, delivering the Project in a negligent manner;
 - (e) the Recipient obtains duplicate funding from a third party for the Project in breach of clause 2.3;
 - (f) the Recipient obtains funding from a third party which, in the reasonable opinion of CPCA, undertakes activities that are likely to bring the reputation of the Project or CPCA into disrepute;

- (g) the Recipient provides CPCA with any materially misleading or inaccurate information;
 - (h) the Recipient commits or committed a Prohibited Act;
 - (i) any employee or volunteer of the Recipient has:
 - (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or
 - (ii) taken any actions which, in the reasonable opinion of CPCA, bring or are likely to bring CPCA's name or reputation into disrepute;
 - (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - (l) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or
 - (m) CPCA deems that there has been a breach of Subsidy Control Law.
- 16.2 CPCA may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement.
- 16.3 The Recipient shall make any payments due to CPCA without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 16.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify CPCA as soon as possible so that, if possible, and without creating any legal obligation, CPCA will have an opportunity to provide assistance in resolving the problem or to take action to protect CPCA and the Grant monies.

17. Anti-discrimination

- 17.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 17.2 The Recipient shall take all reasonable steps to secure the observance of clause 17.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

18. Human Rights

- 18.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 18.2 The Recipient shall undertake, or refrain from undertaking, such acts as CPCA requests so as to enable CPCA to comply with its obligations under the Human Rights Act 1998.

19. Limitation of Liability

- 19.1 CPCA accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant.
- 19.2 The Recipient shall indemnify and hold harmless CPCA, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 19.3 Subject to clause 19.1, CPCA's liability under this Agreement is limited to the payment of the Grant.

20. Warranties

- 20.1 The Recipient warrants, undertakes and agrees that:
- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
 - (b) it has not committed, nor shall it commit, any Prohibited Act;

- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify CPCA immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to CPCA is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to CPCA or any of CPCA's advisers, which might reasonably have influenced the decision of CPCA to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

21. Insurance

21.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

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

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) 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.

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

22. Duration

22.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.

22.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

23. Termination

23.1 CPCA may terminate this Agreement and any Grant payments on giving the Recipient two months' written notice should it be required to do so by MHCLG, financial restraints or for any other reason.

24. Assignment

24.1 The Recipient may not, without the prior written consent of CPCA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

25. Waiver

25.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

26. Notices

26.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service to the following addresses:
 - (i) Party 1: CPCA, 2nd Floor, Pathfinder House, St Mary's Street, Huntingdon. PE29 3TP
 - (ii) Party 2: FDC, Fenland Hall, County Road, March, PE15 8NQ.

- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Party 1: richard.kenny@cambridgeshirepeterborough-ca.gov.uk.
 - (ii) Party 2: sjackson@fenland.gov.uk.

26.2 Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- (iii) if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Dispute Resolution

27.1 In the event of any complaint or dispute (which does not relate to CPCA's right to withhold funds or terminate arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by CPCA from time to time.

27.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to Steve Clark, the Senior Responsible Officer of CPCA and the Director of the relevant department of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by CPCA and the Recipient.

27.3 In the absence of agreement under clause 27.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

28. No Partnership or Agency

- 28.1 This Agreement shall not create any partnership or joint venture between CPCA and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

29. Joint and Several Liability

- 29.1 Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

30. Contracts (Rights of Third Parties) Act 1999

- 30.1 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.

31. Governing Law

- 31.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

32. Subsidy Rules

- 32.1 The Grant is subject to the Subsidy Rules and the Recipient confirms it has received independent legal advice in this regard including legal advice concerning the terms and effects of this Agreement and in particular on the implications of any determination that any assistance received by the Recipient under this Agreement represents a Subsidy.
- 32.2 The Recipient acknowledges and agrees that CPCA accepts no liability and makes no assurance that the funding is compliant with the Subsidy Rules. In the event that the Grant is adjudged to constitute unlawful Subsidy the Recipient agrees to make any necessary repayment and shall indemnify and save harmless the Funder against all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the Grant or any part of it constituting unlawful Subsidy. This provision of this Clause 32 shall survive termination of this Agreement, however arising for a period of five years from the date of this Agreement.
- 32.3 In the event the Recipient appoints or instructs a sub-recipient to assist with the delivery of any part of the Project, the Recipient shall:

- (a) assess and address the issue of Subsidy (in the absence of a procurement compliant with UK requirements and the Recipients own internal processes); and
- (b) where the Recipient considers Subsidy to apply, it shall ensure that the Subsidy Rules and the requirements in any applicable exemption are fully complied with and for the avoidance of doubt the Recipient shall refrain from granting any funding that constitutes illegal Subsidy; and
- (c) ensure suitable clawback provisions are included in any agreement between the Recipient and the sub-recipient, to apply in the event any aid is adjudged to be illegal Subsidy and/or amounts to aid which overcompensates the Sub-Recipient for the goods/services obtained.

32.4 In the event that the Recipient alters the Project or any part of the Project, either with or without the prior approval of CPCA, then the Recipient shall:

- (a) consider the potential Subsidy implications of that alteration; and
- (b) take all necessary steps to ensure that any alteration is compliant with the Subsidy Rules; and
- (c) shall notify CPCA of any alterations with Subsidy implications (whether actual or potential) and the nature of such implications as soon as possible upon becoming aware of the Subsidy implications.

33. Entire Agreement

33.1 This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

33.2 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties hereto have executed this agreement as a Deed (but it remains undelivered until the day and year first above written)

**THE COMMON SEAL of CAMBRIDGESHIRE
AND PETERBOROUGH COMBINED AUTHORITY
was hereunto affixed in the presence of:**

Authorised Signatory

**THE COMMON SEAL of FENLAND DISTRICT COUNCIL
was hereunto affixed in the presence of:**

Authorised Signatory

Schedule 1 – The Project

UK Shared Prosperity Fund - Transitional Year 2025-2026 – Concept Paper	
Submission Date	14/02/2025
Author	Alan Boughen FDC
Exec Director Signoff?	Yes
Paper Version	V1 – January 2025

Key Project Information			
Project or Programme Name	Firebreak and ASB		
Submitting Organisation	Fenland District Council		
Funding Source	Ministry of Housing, Communities & Local Government (MHCLG)		
CPCA Directorate	Economy and Growth Directorate		
CPCA Project Lead Directorate			
Primary CPCA Strategic Objective			
Alignment to Shared Ambition			
Please select at least one box of the five government missions your project will support.	5 government Missions. <input type="checkbox"/> Mission 1: Kickstart economic growth <input type="checkbox"/> Mission 2: Make Britain a clean energy superpower <input checked="" type="checkbox"/> Mission 3: Take back our streets <input checked="" type="checkbox"/> Mission 4: Break down barriers to opportunity <input type="checkbox"/> Mission 5: Build an NHS fit for the future		
Please select a priority theme your project or programme will support (UKSPF).	Communities and Place <input checked="" type="checkbox"/>	Supporting Local Business <input type="checkbox"/>	People and Skills <input type="checkbox"/>
Project or Programme Lead Officer	Fenland District Council		
Directorate Executive Director			
Delivery Responsibility	Fenland District Council		
Location of Project	Fenland		
Amount requested (£)	£59,000 (rev)		
Funding type	Project-specific funding (UKSPF).	Included in the MTFP?	Yes

MTFP Allocation Detail	Economy & Growth Revenue Programme: UK Shared Prosperity Fund - Revenue - Appendix D - detailed proposed revenue budgets.pdf Economy & Growth Capital Programme: UK SPF Core (cap) - Appendix C - detailed proposed capital budgets.pdf
Brief Description Project/programme purpose: (single line only)	
This initiative aims to equip young people with essential life skills, confidence, and practical training while fostering positive engagement with uniformed services	
Detailed Description of the project/programme purpose: (be as thorough and descriptive as you can)	
<p>Delivered in partnership with the Fire Service, County Council Youth Engagement team, law enforcement agencies, and local youth organisation CICs, the project provides structured youth engagement opportunities, focusing on personal development and crime prevention. As well opportunities to engage and reassure the wider community through visible policing across all areas of Fenland.</p> <p>A key component of this initiative addresses youth-related anti-social behavior (ASB) and crime through targeted outreach, increased police visibility, and proactive intervention strategies. Under Operation Luscombe, law enforcement will enhance patrols in ASB-prone areas across Fenland, improving public perception of safety and reducing nuisance incidents.</p> <p>The project includes:</p> <p>Youth engagement programs led by the Fire Service to promote essential life skills and confidence. Community outreach sessions led by County Council Youth Engagement teams to strengthen relationships between young people, their community, law enforcement, and emergency services. Increased police presence in high-risk areas to deter ASB and improve community safety. Structured conflict resolution to address and mitigate nuisance incidents effectively. Enforcement actions where necessary to ensure public order and long-term community security.</p> <p>Proposed Project Outcomes:</p> <p>Firebreak: three sessions delivered to a maximum of 27 young people.</p> <p>Op Luscombe Young People & Adults:</p> <ul style="list-style-type: none"> • 300 hrs of officer time on foot patrol across Fenland. (estimate) • Number of community engagements • Number of enforcement outcomes • Number of ASB/nuisance incidents attended • Improved perception of safety/trust & confidence in policing • Author case studies of work/engagement <p>Youth Engagement:</p> <ul style="list-style-type: none"> • 200 hrs of engagement with young people through detached work/youth engagement (estimate) • 100 young people engaged • 25% of young people engaged establish meaningful relationship which leads to improved personal outcomes • 20% of young people engaged report an increase in personal & emotional development • Service providers track the number of interventions which has helped prevent a young person engaging in ASB and/or crime. • Service providers track the number of young people who have been supported to engage in positive peer networks and reduces association with peers involved in ASB & crime. • Number of young people provided opportunity to build skills, emotional resilience and aspirations 	

Timelines		
Proposed Start Date	Expected Duration of Project	Details of factors driving start and duration (why proposed start and end date have been chosen)
01/04/26	12 Months	
Please provide quarterly milestones, even if they are just rough estimates.	Quarter 1 (Apr, May & Jun)	<p>Firebreak: To have made schools and fire service aware of upcoming project and for students to be identified</p> <p>Op Luscombe: Higher percentage of patrol hours to be used in this and next quarter at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends.</p> <p>Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.</p>
	Quarter 2 (Jul, Aug & Sept)	<p>Firebreak: To have delivered 2 firebreaks</p> <p>Op Luscombe: Higher percentage of patrol hours to be used in this and previous quarter at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends.</p> <p>Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.</p>
	Quarter 3 (Oct, Nov & Dec)	<p>To deliver the final firebreak</p> <p>Op Luscombe: Reduced percentage of patrol hours to be used in this and last quarter at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends.</p>

		Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.
	Quarter 4 (Jan, Feb & Mar)	Evaluation of all projects Op Luscombe: Reduced percentage of patrol hours to be used in this and previous quarters at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends. Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.
Please provide the outputs that this project or programme will deliver.	From MHCLG Annex A <i>Alexa Hamilton, the Programme Lead, will review the outputs and outcomes with you once MHCLG has sent the updated ones.</i>	
Please provide the outcomes that this project or programme will deliver.	From MHCLG Annex A <i>Alexa Hamilton, the Programme Lead, will review the outputs and outcomes with you once MHCLG has sent the updated ones.</i>	
Impact of not proceeding:		
Briefly describe the impact or lost opportunity of not proceeding with this project or programme.		
All the above projects have been subject of delivery over the past 2 years through time limited external funding streams. Without continued funding these projects are likely to come to an end. They have all been successful and the outcomes are likely to be more effective than already achieved if the projects can be continued with minimum disruption.		
Financials (Estimates)		
Current Estimate for Total Cost of project or programme	Does this project involve match, private, or public funding? If so, please indicate the amount and specify the funding source	Estimated cost for creation of business case
What is the total estimated cost for this project, including all delivery costs and any design work?	What is the funding structure for the total project budget, and how is contributing and how much? <u>What is the impact of with no contribution</u>	N/A Part of a Programme Business Case for UKSPF

		<u>from CPCA?</u>			
Capital	Revenue	Capital	Revenue	Combination of Revenue & Capital?	Yes/No (Detail & Split)
Please provide quarterly milestones, even if they are just rough estimates.					
			Quarter 1 (Apr, May & Jun)	£8,250.00 Op Luscombe £8,250.00 Youth Engagement	
			Quarter 2 (Jul, Aug & Sept)	£10,000 – 2 firebreaks to have been run during this time £8,250.00 Op Luscombe £8,250.00 Youth Engagement	
			Quarter 3 (Oct, Nov & Dec)	£5000 – final firebreak £2,250.00 Op Luscombe £3,250.00 Youth Engagement	
			Quarter 4 (Jan, Feb & Mar)	£2,250.00 Op Luscombe £3,250.00 Youth Engagement	
Assumptions or risks that could increase or decrease the total cost					
Describe any assumptions made when estimating costs and any risks that could increase or decrease the estimate in the future.					
Firebreak is a fixed cost, the only risk is we don't get the buy in from those with access to young people to access the project. Based on previous work this seems unlikely.					
Risk is linked to delivery costs of service providers which may impact input/output. However, this can be mitigated by regular monitoring and probable reduction in desired outputs should finances become an issue.					
Benefits (Benefits must be measurable)					
Type	Description			Assumptions or risks that could increase or decrease the total benefits	
Financial benefits	Describe the key measurable financial benefits linked to this project/programme. N/A			Describe any Assumptions made when estimating benefits and any risks that could increase or decrease the estimate in the future.	
Non-financial benefits	Describe the key measurable non-financial benefits linked to this project/programme. Cohort of vulnerable young people are put into a new environment where they learn practical skills along			Describe any Assumptions made when estimating benefits and any risks that could increase or decrease the estimate in the future. Some children may not engage or complete the course. This is not predictable, and we	

	<p>with lessons centred around ASB and risky behaviour</p> <p>Improved engagement with young people, improving their aspirations and encouragement for personal development whilst reducing likelihood of involvement in crime and ASB.</p> <p>Improved visibility of police in community will improve trust and confidence of wider community, reassure the community and allow police to be visible in identified hotspot areas for crime and ASB.</p>	<p>rely on professionals working with children to provide children with the best chance of succeeding.</p> <p>The assumption has been made that community demand, activity of young people and need for engagement will be higher during the spring, summer and autumn. Therefore, intervention and project delivery should be higher during these seasons.</p>
--	--	---

Risk, Assumptions, Issues and Dependencies (RAID)						
Known Risks	Describe any known risks to delivering this project/programme's scope, timeframes, etc. Fire Service stop running the scheme Children do not engage Issues outside our control that affect the service delivery partners.					
Known Assumptions	Describe any assumptions made to date related to the delivery of this project/programme's scope, timeframes, etc. All inputs and outcomes are assumptions following brief discussion with delivery partners. Detailed discussion will be held when funding confirmed.					
Known Issues	Describe any known issues related to delivering this project/programme's scope, timeframes, etc. No opportunity as yet to discuss in detail the proposed delivery and outcomes with partners. Delivery partners have delivered very similar projects successfully in recent past and therefore not likely to be a significant risk.					
Known External Dependencies	Describe any known external dependencies to delivering this project/programme's scope, timeframes, etc. All projects are delivered in full by external partners. However, with appropriate monitoring it is hoped this risk can be mitigated.					
Known internal Dependencies (tick which shared service is required)	Comms	Procurement	Legal	Finance	HR	Policy & Insight
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Please Summarise below: - Key project delivery risks. - Responsible party (Owner) for managing risks. - Probability of occurrence (high, medium, low). - Impact level (high, medium, low). - Mitigation plans for risks.						
Risk Assessment	Risks Description	Risk Owner	Probability (H, M, L)	Impact (H, M, L)	Mitigation	

	Partners are unable to deliver project as envisaged.	Fenland District Council in partnership with delivery partners	L	H	All bar two service providers are from the public sector. The other two are local established CICs. Regular performance and finance monitoring.
	Ability to be flexible and respond to demand	All service delivery partners	L	M	Regular monitoring and progress meetings, looking specifically at demand and hotspot areas with historic data also considered.
<i>Add extra lines below for as many identified risks.</i>					

Subsidy Control

The project must deliver in line with Subsidy Control as per Government Guidance?

<https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities>

Does any of the project involve the issue of subsidy?

Choose an item.

If yes, please explain how the subsidies comply with the UK's Subsidy control regime.

Schedule 2 – Qualifying Expenditure Plan

PROJECT TITLE	REGION AUTHORITY	CAPITAL	REVENUE	TOTAL MAXIMUM SUM OF GRANT
ASB and Firebreak	FDC	0	£59,000	£59,000

Schedule 3 - Claim Form

GRANT FUND FINANCIAL CLAIM FORM

1. CLAIM DETAILS

Project Title	
CPCA Project Reference	
Delivery Lead Reference	
Month / Quarter / Period that this claim refers to	
Funding Recipient Organisation	
Address	
Postcode	
Email	
Telephone	
Date of Funding Agreement	
Project Start Date	
Project End Date	
The maximum amount of the grant approved	
Total expected project cost	
Total grant received to date (current funding agreement)	£0
Project claim number	
Forecasts spend for this period	
Actual spend during this period	
Actual spend breakdown for the current period for which the grant is being claimed (or attach a spreadsheet)	

Forecasts spend for the next period & attach expenditure forecast unless the same as per the funding agreement.

3. DECLARATION

I believe the above information to be accurate. I claim a grant* drawdown of £[insert amount] and certify that this amount is not more than is payable in accordance with the provisions of the funding agreement.

***Delete which is not applicable**

Name	
Signature	
Date	
Position	
Telephone	
Email	

To be completed by S151 or authorised representative:

As or on behalf of the Chief Financial Officer for the lead Local Authority, based on the assurances provided above, I certify that the project is progressing to my satisfaction/has been completed satisfactorily, and this claim is for payment.

Signed:

Name in block letters:

Date:

TO BE COMPLETED BY CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY:

Have all sections of the claim form been completed?

☐

CPCA Office to confirm which programme/grant applies to this project:

To be completed by CPCA Project Manager:

I certify that where a grant has been claimed that the project is progressing to my satisfaction and to agreed timescales/has been completed satisfactorily, and this claim is for payment.

Signed:

Name in block letters:

Date:

To be completed by CPCA Finance:

I certify that the costs of this claim are fair, and the supporting documentation is sufficient to evidence the grant amount being claimed.

Signed:

Name in block letters:

Date:

To be completed by S73 or authorised representative:

As or on behalf of the Chief Financial Officer for the Cambridgeshire and Peterborough Combined Authority, based on the assurances provided above, I certify that the project is progressing to my satisfaction/has been completed satisfactorily, and this claim is for payment.

Signed:

Name in block letters:

Date:

To be completed by the CEO or the Monitoring Officer where needed:

Per the assurance provided by the Section 151 officer's authorised representative, I approve this claim for payment.

Signed:

Name in block letters:

Date:

Schedule 4 – Monitoring Form



**CAMBRIDGESHIRE
& PETERBOROUGH**
COMBINED AUTHORITY

UKSPF TF MONITORING REPORT 2025

QX (Months)



Lead Local Authority

Lead Local Authority	Fenland District Council
Fund Allocation	
GFA	
UKSPF Programme Duration	1 year (2025 – 2026)
Spend to Date	
Urgent Task(s)	
UKSPF lead Officer: (signature required to confirm all information submitted is accurate and evidence can be provided if required)	<i>Signature required</i>
Date Signed	<i>Date required</i>

Please include a detailed assessment of the programme's performance and planned future activities in the progress report. It should demonstrate the successful delivery of activities and outputs. If there are any performance delays, include the measures to get the project back on track.

Your claim may be rejected if the information is considered insufficient or incorrect.

Progress

Overall Quarterly Progress Note - Please briefly comment on the overall activities carried out during the last quarter. If any delays or issues occurred during this period, please provide details and the measures taken to address them.

Projects	Themes	Intervention Number	Milestones	Brief Quarterly Update
			Quarterly	
ASB and Firebreak			<p>Q1 - Firebreak: To have made schools and fire service aware of upcoming project and for students to be identified</p> <p>Op Luscombe: Higher percentage of patrol hours to be used in this and next quarter at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends.</p> <p>Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.</p>	

			<p>Q2 - Firebreak: To have delivered 2 firebreaks</p> <p>Op Luscombe: Higher percentage of patrol hours to be used in this and previous quarter at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends.</p> <p>Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.</p>	
			<p>Q3 - To deliver the final firebreak</p> <p>Op Luscombe: Reduced percentage of patrol hours to be used in this and last quarter at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends.</p> <p>Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.</p>	
			<p>Q4 - Evaluation of all projects</p> <p>Op Luscombe: Reduced percentage of patrol hours to be used in this and previous quarters at times of higher demand and increased visibility. Reflects period of higher demand and seasonal trends.</p> <p>Youth Engagement: This will reflect the Op Luscombe milestones linked to seasonal trends.</p>	

Financials

Financial Performance - This section should cover actual expenditure against the project performance discussed to date.

Project	Budget (23/24 - carry forward incl)		Spend to date (£)		Claims Submitted? (Yes or No)	Cumulative Expenditure Concerns? 0 - 49%: Red 50% - 69%: Amber 70% - 100%: Green
	Capital	Revenue	Capital	Revenue		

Forecast

Please provide forecasts for the next two quarters.

Project	Reference	Project Lead	Q1	Q2	Q3	Q4
ASB and Firebreak			£8,250.00 Op Luscombe £8,250.00 Youth Engagement	£10,000 – 2 firebreaks to have been run during this time £8,250.00 Op Luscombe £8,250.00 Youth Engagement	£5000 – final firebreak £2,250.00 Op Luscombe £3,250.00 Youth Engagement	£2,250.00 Op Luscombe £3,250.00 Youth Engagement

Deliverables

Progress against Contractual Outcomes and Outputs.

Project	Intervention	Output	Actual	Outcome	Actual
ASB and Firebreak	OP10, OP9, OP27 OC19	OP10 Number of enterprises receiving non-financial support 20 OP9 Number of enterprises receiving grants 1 OP27 Number of volunteering opportunities supported 15		OC19 Number of community-led arts, cultural, heritage and creative programmes 45	

--	--	--	--	--	--

Publicity

Publicity Quarterly Calendar—The table below must summarise all marketing information for your projects. Please provide media release schedules for press release submission.

Jul	Aug	Sept	Oct	Nov	Dec
-----	-----	------	-----	-----	-----



Project:					
Project Theme: C&P, LB or P&S					
Information:					

Project Risk(s)

Risk ratings: Please describe any associated project risks here. Further details will need to be provided separately.

Project Name	Risk Title	Date Identified	Risk Type	Risk Owner	Cost of Risk (£)	TargetRisk Score

Risk guidance

Impact	Risk Matrix						
	5	Critical	15	19	22	24	25
	4	Major	10	14	18	21	23
	3	Moderate	6	9	13	17	20
	2	Minor	3	5	8	12	16
	1	Negligible	1	2	4	7	11
			1	2	3	4	5
		Rare	Unlikely	Possible	Likely	Almost Certain	
			Likelihood				

Schedule 5 – Project Change Request

Change Request Form

This form is designed to guarantee adequate tracking of project delivery. Any change that exceeds 30% of the assigned deliverables and expenditure within your Local Authority allocation will be considered a Material Change. This means that any such change will require additional examination and evaluation. Please note that the 30% limit accumulates across all alterations

Only complete the sections relevant to your proposed change.

UKSPF <input type="checkbox"/>		REPF <input type="checkbox"/>	
Project Name:			
Material Change?	Choose an item.	Percentage of funds affected. <small>(The amount must be calculated based on the total funds allocated.)</small>	N/A
Project Description:			
Project Budget Allocation:			
Change in Capital expenditure?	Choose an item.	Notification Date:	Click or tap to enter a date.
Change in Revenue expenditure?	Choose an item.	Delay Start or Completion?	Choose an item.
Change in Output?	Choose an item.	Change in intervention?	Choose an item.
Change in Outcome?	Choose an item.	Cancellation of the Project(s)?	Choose an item.
Brief Description of the Change: (single line only)			
Original Capital Budget:		New Capital Budget:	
Original Revenue Budget:		New Revenue Budget:	

Change Request Form

Original Outputs:		Original Outcomes:	
New Outputs:		New Outcomes:	
Original Start Date:	Click or tap to enter a date.	New Start Date:	Click or tap to enter a date.
Original Completion Date:	Click or tap to enter a date.	New Completion Date:	Click or tap to enter a date.
Reason for Change:			
Submitted by:		Date:	Click or tap to enter a date.
Local Authority Chief Finance Officer:		Date:	Click or tap to enter a date.
Local Authority Monitoring Officer:		Date:	Click or tap to enter a date.
Local Authority Director:		Date:	Click or tap to enter a date.
CPCA Legal Officer:		Date:	Click or tap to enter a date.
CPCA Finance Officer:		Date:	Click or tap to enter a date.
CPCA Executive Director:		Date:	Click or tap to enter a date.

Schedule 6 – Deed of Variation

Agreement Title:	GRANT FUNDING AGREEMENT in respect of the UK Shared Prosperity Fund and more specifically A Focus on Abbey
-------------------------	---

Variation No:		Date	
----------------------	--	-------------	--

BETWEEN:

Cambridgeshire and Peterborough Combined Authority and [insert]

The Agreement is varied as follows:

[INSERT DETAILS OF VARIATION]

Start Date:

Extension of Time/Proposed Completion Date:

Costs:

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

[INSERT EXECUTION CLAUSE]

Schedule 7 – Quarterly Budget

Project	Reference	Project Lead	Q1	Q2	Q3	Q4
ASB and Firebreak			£8,250.00 Op Luscombe £8,250.00 Youth Engagement	£10,000 – 2 firebreaks to have been run during this time £8,250.00 Op Luscombe £8,250.00 Youth Engagement	£5000 – final firebreak £2,250.00 Op Luscombe £3,250.00 Youth Engagement	£2,250.00 Op Luscombe £3,250.00 Youth Engagement

Schedule 8 - Project Closure Report

Project Closure Report

Project Details

Project Code:	CPCA to complete.	Project Name:	
Project / Programme Manager:		Directorate:	Business & Skills
Project Start Date:		Project Completion Date:	31/03/2026
Original Project Scope:		Actual Completion Date:	
What has been delivered:			

Outcomes

Please provide the outcomes and outputs delivered by this project over the past three

Project Output:	Achieved within the project lifecycle
	2025 - 2026
Project Outcomes:	Achieved within the project lifecycle
	2025 - 2026

Project Overview

What were the original objectives of the project? (Please provide a brief summary of the key goals and expected outcomes.)

What were the criteria for measuring success? (E.g., number of participants engaged, infrastructure completed, jobs created, etc.)

Project Closure Report

Was the project completed as originally planned?

Has an external completion report been completed? If yes, please ensure the completed closeout documentation is saved.

Project Highlights

What were the most significant achievements? (Highlight key milestones, success stories, and any unexpected positive outcomes.)

What methods or strategies worked particularly well? (Consider approaches that led to efficiency, engagement, or improved outcomes.)
Please detail.

What was most valuable in delivering the project successfully? (E.g., collaboration with partners, technology used, funding flexibility, etc.)

Project Challenges & Areas for Improvement

What were the key challenges faced? (Consider barriers such as staffing, timeline, budget, engagement, or external factors.)

What specific processes could be improved? (Think about reporting, project management, procurement, communication, etc.)

What were the main problem areas? (E.g., budgeting constraints, delays, unexpected risks, or policy-related challenges.)

Finance

Please complete the table and add any additional information below. If there are any issues or queries, please speak to the Programme Lead, Alexa Hamilton

2025 - 2026

Notes

Actual Years e.g. 2025-2026:

Original Budget:

Completed Budget:

Variances:

Please confirm that all claims have been submitted to CPCA, along with the financial evidence in the form of a screenshot.

Insert screenshot here.

Project Closure Report

Please explain any variances:	
Are there any Grant Funding Contractual Obligations?	
Has the final invoices been received and financial close been undertaken?	
Has a VfM assessment been done? If so, please include with this document	

Monitoring and Evaluation

Please can you advise whether the following has been completed and provide commentary if needed:

Has a formal Monitoring and Evaluation (M&E) plan been developed for this project?	Yes (Please attach or provide access to the document) No (Please explain why)
Has a logic model been completed for this project?	Yes (Please ensure it is saved on SharePoint and provide a brief summary below) No (Please explain why)
Has the M&E plan been reviewed and agreed upon with the project team?	Yes (Please ensure the final version is included with the closure report) No (Please explain why)

Project Manager financial sign-off

We confirm that the total sum of £XXX, as outlined in the Grant Funding Agreement (GFA), has been fully claimed.

This amount satisfies all financial obligations under the GFA, and no further adjustments or claims will be made.

Project/Programme Manager Sign Off:

Date:

Lessons Learned (more detail on tab 2)

Please complete the columns in Tab 2 for Lessons Learned during this project.

Project Completion Sign Off

Finance Sign Off (S151):

Date:

Director Sign Off:

Date:

Project Closure Report

Your feedback will help improve future UKSPF and REPF projects. If you have any additional insights, please share them with us.

Stage Identified	Event	Effect	Causes/Trigger	Key Takeaways	Future Recommendations	Date Logged	Logged By

Additional Comments

Insert text here