

Economic Success Policy Development Panel

Agenda

Members of the Panel:

To be confirmed at the 27 May 2021
Annual General Meeting of Council

Date & Time:

Monday 7 June 2021 6.00pm

Place:

Council Chamber Thorpe Lodge, 1 Yarmouth Road, Thorpe St Andrew, Norwich

Contact:

Dawn Matthews tel (01603) 430404 Email: dawn.matthews@broadland.gov.uk
Website: www.broadland.gov.uk

PUBLIC ATTENDANCE:

You may register to speak by emailing us at committee.services@broadland.gov.uk no later than 5.00pm Wednesday 2 June 2021.

Large print version can be made available

If you have any special requirements in order to attend this meeting, please let us know in advance.

Rules on Public Speaking

All public speakers are required to register a request to speak at public meetings by the date / time stipulated on the relevant agenda. Requests should be sent to:
committee.services@broadland.gov.uk

Public speaking can take place:

- Through a written representation (which will be read out at the meeting)
- In person at the Council offices

Please note that due to the current rules on social distancing, the Council cannot guarantee that you will be permitted to attend the meeting in person. No more than 20 people are permitted in the Council Chamber at any one time and the numbers of public speakers permitted in the room will vary for each meeting. Democratic Services will endeavour to ensure that each relevant group (i.e. supporters, objectors, representatives from parish councils and local members) can be represented at meetings for public speaking purposes.

All those attending the meeting in person must, sign in on the QR code for the building and promptly arrive at, and leave the venue. The hand sanitiser provided should be used and social distancing must be observed at all times. Further guidance on what to do on arrival will follow once your public speaking registration has been accepted.

AGENDA

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|-----------|--|------------|
| 1. | To receive declarations of interest under Procedural Rule no 8 | 4 |
| 2. | Apologies for absence | |
| 3. | Minutes of the meeting held on 1 February 2021 | 6 |
| 4. | Skills and Training Project | 126 |
| 5. | Reopening the High Streets Safely & Welcome Back Funds | 8 |
| 6. | Exclusion of Press and Public
The Chairman will move that the press and public be excluded from the meeting for the remaining items of business because otherwise, information which is exempt information by virtue of Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972, as amended by The Local Government (Access to Information) (Variation) Order 2006, would be disclosed to them. | |
| 7. | Exempt Minutes of the meeting held on 1 February 2021 | 122 |

DECLARATIONS OF INTEREST AT MEETINGS

When declaring an interest at a meeting Members are asked to indicate whether their interest in the matter is pecuniary, or if the matter relates to, or affects a pecuniary interest they have, or if it is another type of interest. Members are required to identify the nature of the interest and the agenda item to which it relates. In the case of other interests, the member may speak and vote. If it is a pecuniary interest, the member must withdraw from the meeting when it is discussed. If it affects or relates to a pecuniary interest the member has, they have the right to make representations to the meeting as a member of the public but must then withdraw from the meeting. Members are also requested when appropriate to make any declarations under the Code of Practice on Planning and Judicial matters.

<p>Have you declared the interest in the register of interests as a pecuniary interest? If Yes, you will need to withdraw from the room when it is discussed.</p>
<p>Does the interest directly:</p> <ol style="list-style-type: none"> 1. affect yours, or your spouse / partner's financial position? 2. relate to the determining of any approval, consent, licence, permission or registration in relation to you or your spouse / partner? 3. Relate to a contract you, or your spouse / partner have with the Council 4. Affect land you or your spouse / partner own 5. Affect a company that you or your partner own, or have a shareholding in <p>If the answer is "yes" to any of the above, it is likely to be pecuniary.</p> <p>Please refer to the guidance given on declaring pecuniary interests in the register of interest forms. If you have a pecuniary interest, you will need to inform the meeting and then withdraw from the room when it is discussed. If it has not been previously declared, you will also need to notify the Monitoring Officer within 28 days.</p>
<p>Does the interest indirectly affect or relate any pecuniary interest you have already declared, or an interest you have identified at 1-5 above?</p> <p>If yes, you need to inform the meeting. When it is discussed, you will have the right to make representations to the meeting as a member of the public, but you should not partake in general discussion or vote.</p>
<p>Is the interest not related to any of the above? If so, it is likely to be an other interest. You will need to declare the interest, but may participate in discussion and voting on the item.</p>
<p>Have you made any statements or undertaken any actions that would indicate that you have a closed mind on a matter under discussion? If so, you may be predetermined on the issue; you will need to inform the meeting, and when it is discussed, you will have the right to make representations to the meeting as a member of the public, but must then withdraw from the meeting.</p>

**FOR GUIDANCE REFER TO THE FLOWCHART OVERLEAF.
PLEASE REFER ANY QUERIES TO THE MONITORING OFFICER IN THE FIRST
INSTANCE**

DECLARING INTERESTS FLOWCHART – QUESTIONS TO ASK YOURSELF



Minutes of a meeting of the **Economic Success Panel** held by video link on **Monday 1 February 2021** at 6pm when there were present:

Cllr A Crotch – Chairman

Cllr S Beadle

Cllr S Catchpole

Cllr T M Mancini-Boyle

Cllr N Brennan

Cllr J Copplestone

Cllr K Vincent

Cllr P Bulman

Officers in attendance were the Director of Place, the Assistant Director Economic Growth, the Assistant Director of Governance and Business Support (Monitoring Officer), the Senior Economic Development Officer - Funding and Strategy (NC), the Senior Finance Business Partner (MB) and the Democratic Services Officers (DM and LA).

37 DECLARATIONS OF INTEREST UNDER PROCEDURAL RULE NO 8

None made.

38 APOLOGIES FOR ABSENCE

Apologies for absence were received from Cllr D King and Cllr N Harpley.

39 MINUTES

The non-exempt minutes of the meeting held on 7 December 2020 were confirmed as a correct record and signed by the Chairman.

The Chairman commented that the recommendations to Cabinet set out in the minutes had not been referred to Cabinet as they had been superseded by the report being considered by the Panel that day reflecting the most up to date position with the project. In answer to a question, the Democratic Services Officer confirmed this was this was an appropriate course of action.

40 MATTERS ARISING

No matters were raised.

41 EXCLUSION OF THE PRESS AND PUBLIC

RESOLVED:

To exclude the press and public from the meeting for the remaining business because otherwise, information which was exempt information by virtue of Paragraph 3 of Part I of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) (Variation) Order 2006 would be disclosed to them.

42 FOOD INNOVATION CENTRE (FIC) – DELEGATED AUTHORITY

The Panel considered the report of the Assistant Director Economic Growth which sought delegated authority for a range of functions in relation to the Food Innovation Centre (FIC). It also sought approval of the establishment of an internal FIC Project Advisory Board and endorsement of its Terms of Reference.

The Director of Place and the Assistant Director Economic Growth outlined progress to date on the project, explained the background to the report, and the reasoning behind the request for delegated authority.

A detailed discussion took place and a number of questions were raised as set out in the exempt appendix to these minutes.

Members then voted on the recommendations contained in the report, and it was, by way of a roll call

RESOLVED to recommend Cabinet to support the recommendations contained in the report and set out in the exempt appendix.

The meeting closed at 7.40pm.

REOPENING THE HIGH STREETS SAFELY & WELCOME BACK FUNDS

Report Author: Debra Baillie-Murden
Programme Manager – Economic Growth
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debra.baillie@broadland.gov.uk

Portfolio: Economic Development

Wards Affected: All

Purpose of the Report:

We are seeking the Economic Success Policy Development Panel's approval to accept the funding allocated to Broadland District Council, working with South Norfolk to draw down the funding allocated from the Reopening the High Streets Safely Fund and Welcome Back Fund.

Recommendations:

1. Economic Success Policy Development Panel to agree to accept grant funding from the Secretary of State for Housing, Communities and Local Government for the Reopening the High Street Safely Funding and Welcome Back Fund, for the amounts of £116,055 and £116,055 respectively.
2. Economic Success Policy Development Panel to agree to delivery of the funding in line with the approved Grant Action Plan.

1. Summary

- 1.1 This report sets out the Reopening High Streets Safely and Welcome Back Fund grant funding allocation for Broadland District Council. It seeks approval to accept the allocation of £232,110 and for the use of funding to enable safe and successful high street reopening in line with the Council's Covid-19 Recovery Plan.

2. Background

- 2.1 The Reopening High Streets Safely (RHSS) fund provides £50 million to councils across England from the European Regional Development Fund (ERDF). It was made available to councils in June 2020 to support the safe reopening of high streets, town centres and other commercial areas in response to the ongoing economic impacts of Covid-19.
- 2.2 Councils were able to submit proposals for work plans which included the ability to reclaim eligible expenditure already incurred, as well as future support packages. The RHSS fund guidance provides details of the activities that can be supported within the scope of the funding under four themes:
 - 2.2.1 Support to develop an action plan for how the local authority may begin to safely reopen their local economies.
 - 2.2.2 Communications and public information activity to ensure that reopening of local economies can be managed successfully and safely.
 - 2.2.3 Business facing awareness raising activities to ensure that reopening of local economies can be managed successfully and safely.
 - 2.2.4 Temporary public realm changes to ensure that reopening of local economies can be managed successfully and safely.
- 2.3 Activities that are not supported through the fund include those that provide no additionality to what was already being delivered by local authorities, capital expenditure (some temporary changes to the physical environment can be supported) and direct business grants.
- 2.4 Detailed requirements are set out in the fund guidance about eligibility criteria, project records, and regulatory requirements related to publicity, procurement, state aid, monitoring and additional reporting. Expenditure on agreed activities can be claimed back in arrears.

3. Current position/findings

- 3.1 Due to One Team serving both South Norfolk and Broadland District Councils and to gain benefits from joint functions and costs, a proposal was submitted on behalf of both districts with South Norfolk as the lead authority. A service level agreement was supplied enabling Broadland to be a delivery partner.
- 3.2 Through the RHSS, the Councils have been allocated a total of £246,044 to provide highstreets and town centres across South Norfolk and Broadland District

Council areas with safe measures and business support in which to re-open under the national restrictions and guidelines as per the advice of Central Government.

- 3.3 The allocation is £125,889 for South Norfolk and £116,155 for Broadland. Our allocation also includes £4,000 to Breckland Council for eligible expenditure incurred as part of the 'Confidence' Campaign.
- 3.4 The full details of the approved work plan are included in Appendix 1 – Grant Action Plan (GAP), but Members are advised that these include shared costs as a result of pooling the Councils' allocated funds. A summary of the work plan is below:
 - 3.4.1 Support to develop an action plan for how the local authority may begin to safely reopen their local economies – Research Manager, action plan consultant, footfall counters
 - 3.4.2 Communications and public information activity to ensure that reopening of local economies can be managed successfully and safely – Communications campaign, dedicated communications officer
 - 3.4.3 Business facing awareness raising activities to ensure that reopening of local economies can be managed successfully and safely – Portal, business support advisors, business support sessions
 - 3.4.4 Temporary public realm changes to ensure that reopening of local economies can be managed successfully and safely – Confidence campaign expenditure and additional hand sanitiser
- 3.5 Acceptance allows the Council to recover costs already incurred from June 2020 onwards for providing support and activity on the district's high streets as part of the Council's 'Confidence' and 'Pleased to See You' campaigns.
- 3.6 A further £56m of ERDF funding has been allocated nationally through the Welcome Back Fund (WBF). This builds on the RHSSF to support the return to high streets and help 'build back better' from the pandemic. This funding has increased the allocation to Broadland by a further £116,055 to a total of £232,110. The total allocation to the Councils has increased to £488,088.
- 3.7 The Welcome Back Fund builds on the four strands of eligible activity explained in 2.2 with the addition of two new strands; support to promote a safe public environment for a local area's visitor economy and support local authorities to develop plans for responding to the medium-term impact of Covid-19 including trialling new ideas particularly where these relate to the high street.
- 3.8 MHCLG expects local authorities to engage with stakeholders including local businesses, Business Improvement Districts (BIDs), Destination Management Organisations (DMO), town and parish councils.
- 3.9 The delivery mechanism is a variation to the RHSS grant funding agreement. MHCLG expects local authorities to first agree plans with MHCLG prior to incurring costs. Expenditure may be incurred prior to agreeing the terms of the Welcome Back Fund grant with MHCLG, but this expenditure is at risk.

- 3.10 The timeframe for delivery of the RHSS was initially 31st March 2021, this was extended to 30th June 2021. WBF has been extended further to allow expenditure for both RHSS and WBF to be incurred through to 31st March 2022.

4. Proposed action

- 4.1 This proposal is to accept the £116,055 allocated to Broadland District Council from the RHSS fund and £116,055 allocated through the WBF. Working with South Norfolk Council, this funding will support temporary activities to support safe and successful business and high street reopening across the districts.
- 4.2 This funding will support the delivery of a range of activities supporting business and high street recovery in response to the economic challenges being faced as a result of Covid-19 including those which have already been completed since June 2020.

5. Other options

- 5.1 Without accepting the Council's allocated funding from the RHSS and WBF, it will not be possible to deliver the full range of temporary interventions to support safe and successful high street reopening, as we continue to respond to the economic impacts of Covid-19. There are therefore no proposed alternative options to be considered as part of this paper.

6. Issues and risks

- 6.1 **Resource Implications** – The project plan shown in 3.4 highlights the additional resource which will be funded through this project. Included within the Council's allocation is a 4% reimbursement of the total grant value for costs associated with administering the grant. This 4% is taken directly from the grant itself, with no additional funding provided to cover administrative costs.
- 6.2 **Legal Implications** – See Appendix 2 for Grant Funding Agreement.
- 6.3 **Equality Implications** – Equalities, diversity and inclusion principles are at the heart of the High Streets Recovery programme and its focus on supporting safe and successful high street reopening which provide for local communities across the districts. All spend will deliver positive support for residents and business in being able to use high streets as they reopen and recover from the economic impacts of Covid-19.
- 6.4 **Environmental Impact** – none identified
- 6.5 **Crime and Disorder** – none identified

6.6 **Risks** – The potential risks associated with securing and spending the Council's allocation are identified below. A risk register will be maintained as part of the project.

6.6.1 All spend and activity is not secured by the deadline – Budgeting and delivery of compliant activity is already underway. Guidance on claims and been received and reviewed in preparation for claim submission. The flexibility built into the GAP means we can vary budgets and grant funded activities to ensure full spend and activities are completed on time.

6.6.2 Changing requirements for spend – The need to change planned activities to meet business need and the wider grant funding priorities is accommodated for within the GAP.

6.6.3 Spend is not eligible to be claimed back – Officer resource has been committed to review all guidance in relation to the funding to ensure that activities we are claiming against are eligible. Evidence gathering and monitoring of spend activity will be undertaken to ensure this remains the case and we are submitting compliant claims.

7. **Conclusion**

7.1 Without accepting the allocated funding from the RHSS and WBF, it will not be possible to deliver the full range of temporary interventions to support safe and successful high street reopening, as we continue to respond to the economic impacts of Covid-19.

8. **Recommendations**

8.1 Economic Success Policy Development Panel to agree to accept grant funding from the Secretary of State for Housing, Communities and Local Government for the Reopening the High Street Safely Funding and Welcome Back Fund, for the amounts of £116,055 and £116,055 respectively.

8.2 Economic Success Policy Development Panel to agree to delivery of the funding in line with the approved Grant Action Plan.



HM Government



European Union
European Regional
Development Fund

Reopening High Streets Safely Fund

Grant Action Plan

South Norfolk Council	Local Authority Name	Name of Lead Contact	Tig Armstrong
		Telephone Number	07790 563 554
		Email Address	Tig.armstrong@broadland.gov.uk
		Name of Deputy Contact	Chloe Griffin
		Telephone Number	01603430496
		Email Address	Chloe.griffin@broadland.gov.uk

1. Proposed Activity:

A) Please complete the table below to reflect the activities you propose to use the RHSS Fund for.

No.	Area of Scope	Using bullet points briefly set out the specific activities you will undertake	Briefly set out how the activity does not duplicate existing activity	Total Indicative Budget £ per item Gross
1	Support to develop an action plan for how the local authority may begin to safely reopen their local economies.	<ul style="list-style-type: none"> • Undertaking research to inform the action plan by procuring a consultant to look at the High Street/ Neighbourhood Shopping Area (NSA) and recommend ways to make it Covid secure. • This will be temporarily managed by a research manager internally. • Footfall counters to measure a baseline and end footfall count in our main high streets. 	<p>This specific work will be to gather research that informs our action plan and understanding of the high streets specifically in relation to the impact of Covid-19 and reacting to this.</p> <p>No one currently has a role to manage this research.</p> <p>We do not currently own any footfall counters.</p>	<p>£4000</p> <p>£8871</p> <p>£24354</p>
2	Communications and public information activity to ensure that reopening of local economies can be managed successfully and safely	<p>Phase one & Phase two: a campaign has been run to promote the safety measures that have been put in place for reopening the high streets, and to remind the public of the key safety messages. This has been done via:</p> <ul style="list-style-type: none"> • Digital campaigns including social media • Posters, pavement stickers and banners in key locations • Communications officer to run campaigns 	<p>These are new campaigns that have not been previously delivered before Covid-19.</p> <p>There is no one currently in post to run these campaigns.</p>	<p>£40000</p> <p>£8325</p>

3	Business-facing awareness raising activities to ensure that reopening of local economies can be managed successfully and safely.	<ul style="list-style-type: none"> Phase one: Communication with businesses in key locations surrounding information on temporary changes to the high streets. Phase two: Business support portal with video content and template documents to support businesses to reopen. Employment of two Covid-19 business advice officers Business support package delivered by external partners to specifically offer individual advice for Covid-19 recovery 	<p>The communications provided to business were specifically on the subject of measures needed due to Covid-19 and reopening/growing following being closed.</p> <p>We do not currently own a portal such as the one proposed.</p> <p>These roles will specifically promote and guide businesses with information on the other support elements available here.</p> <p>We are not currently offering one to one advice and talks on the subject of recovery.</p>	<p>£60,000</p> <p>£13000</p> <p>£24500</p>
4	Temporary public realm changes to ensure that reopening of local economies can be managed successfully and safely.	<p>Phase one:</p> <ul style="list-style-type: none"> Hand Sanitizer dispensers and sanitizer refill Posters, signage and barriers <p>Phase two:</p> <ul style="list-style-type: none"> Further sanitizer refill 	<p>The items bought are specifically to provide social distancing and additional hygiene in crowded locations.</p> <p>This refill is needed for the various sanitizers that have been purchased.</p>	<p>(at risk below below)</p> <p>£4000</p>

B) At Risk Expenditure

Indicative amount of eligible expenditure you intend to incur between 01/06/20 and the date of the Funding Agreement with CLGU
£30,703.11
Please lists the costs you are incurring at risk before the signing of the Funding Agreement

08/06/2020	£ 41.60	Cubicle stickers
08/06/2020	£ 569.25	Lamppost Signs
08/06/2020	£ 120.18	Lamppost Signs
08/06/2020	£ 418.42	A2 Posters
08/06/2020	£ 25.30	Cable ties
30/06/2020	£ 189.95	Refill Of Sanitiser
30/06/2020	£1,196.00	A2 Boards - SNC Only
15/07/2020	£ 942.00	Outdoor Banner
26/08/2020	£ 379.90	Refill Of Sanitiser
26/08/2020	£ 75.98	Refill Of Sanitiser
14/08/2020	£ 303.92	Refill Of Sanitiser
09/09/2020	£ 379.90	Refill Of Sanitiser
29/07/2020	£ 379.90	Refill Of Sanitiser
29/07/2020	£ 379.90	Refill Of Sanitiser
18/06/2020	£ 835.78	Refill Of Sanitiser
21/07/2020	£1,670.60	10 units
30/09/2020	£ 379.90	Refill Of Sanitiser
16/09/2020	£ 379.90	Refill Of Sanitiser
31/08/2020	£ 379.90	Refill Of Sanitiser
21/10/2020	£ 379.90	Refill Of Sanitiser
10/11/2020	£ 379.90	Refill Of Sanitiser
16/06/2020	£2,398.85	Sanitiser
26/08/2020	£2,511.00	Sanitiser
02/09/2020	£2,231.45	Sanitiser
12/08/2020	£3,064.20	Sanitiser
09/09/2020	£ 669.60	Sanitiser
05/08/2020	£5,316.90	Sanitiser stations x31 and installation charge
14/10/2020	£2,059.80	Sanitiser station
11/11/2020	£1,201.55	Sanitiser stations, installation, fixing bolts and refill

11/11/2020	£ 996.67	For 200 Foamex Broadland A3 signs and cable ties
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C) Alignment with COVID-19 Plans

Please describe how the above planned activity contributes to a national, regional or local COVID-19 plan and provide a copy of the plan.

Our activities within this project correlate with the regions Covid-19 plan, 'Norfolk & Suffolk Unlimited – Covid-19 Economic Recovery Restart Plan'. This plan lays out key activities that must take place in order to restart the local economy, including advice and support to businesses, transforming skills, and reimagining high streets. We set out within this plan our intention to launch the 'confidence' campaign driving public confidence to visit their market towns and providing safety measures to back this. We also set out our intention to provide business support and a single point of contact for this, which will be delivered through our business advice officer role and our business support portal.

These are also in line with our own local authority level Covid-19 Recovery plan which is under development at the moment.

D) Locations of activity

Please list the High Street (and Neighbourhood Shopping Area) locations that you intend to support with this activity and give details of which strand of activity will be implemented at each location. *Insert more rows if required.*

Type	Name of location	Postcode(s)
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High Street / Neighbourhood Shopping Area		
High Street	Diss	IP22 4AB
High Street	Harleston	IP20 9AZ
High Street	Wymondham	NR18 0NS
High Street	Aylsham	NR11 6EH
High Street	Reepham	NR10 4JJ
High Street	Acle	NR13 3DY
Neighbourhood Shopping Area	Alpington & Yelverton	NR14 7NU
Neighbourhood Shopping Area	Bergh Apton	NR15 1AA
Neighbourhood Shopping Area	Brooke	NR15 1AB
Neighbourhood Shopping Area	Chedgrave	NR14 6HG
Neighbourhood Shopping Area	Ellingham	NR35 2PH
Neighbourhood Shopping Area	Hales	NR14 6SX
Neighbourhood Shopping Area	Hethersett	NR9 3AB
Neighbourhood Shopping Area	Framingham Earl	NR14 7TQ
Neighbourhood Shopping Area	Hingham	NR9 4AF
Neighbourhood Shopping Area	Little Melton	NR9 3AD
Neighbourhood Shopping Area	Loddon	NR14 6ET
Neighbourhood Shopping Area	Long Stratton	NR15 2XJ
Neighbourhood Shopping Area	Poringland	NR14 7RP
Neighbourhood Shopping Area	Pulham Market	IP21 4SU
Neighbourhood Shopping Area	Rockland – St. Mary	NR14 7HQ
Neighbourhood Shopping Area	Surlingham	NR14 7DH

Neighbourhood Shopping Area	Toft Monks	NR34 0ER
Neighbourhood Shopping Area	Seething	NR15 1AL
Neighbourhood Shopping Area	Pulham St Mary	IP21 4QT
Neighbourhood Shopping Area	Stoke Holy Cross	NR14 8NX
Neighbourhood Shopping Area	Blofield	NR13 4AA
Neighbourhood Shopping Area	Brundall	NR13 5AA
Neighbourhood Shopping Area	Cawston	NR10 4AE
Neighbourhood Shopping Area	Coltishall	NR12 7DW
Neighbourhood Shopping Area	Drayton	NR8 6PW
Neighbourhood Shopping Area	Freethorpe	NR13 3LY
Neighbourhood Shopping Area	Hellesdon	NR6 5QA
Neighbourhood Shopping Area	Lingwood	NR13 4AZ
Neighbourhood Shopping Area	Little Plumstead & Thorpe End	NR13 5HP, NR13 5AJ
Neighbourhood Shopping Area	Old Catton	NR6 7QA
Neighbourhood Shopping Area	Rackheath	NR13 6LT
Neighbourhood Shopping Area	Reepham	NR10 4JJ
Neighbourhood Shopping Area	Salhouse	NR13 6RW
Neighbourhood Shopping Area	South Walsham	NR13 6DQ
Neighbourhood Shopping Area	Spixworth	NR10 3AF
Neighbourhood Shopping Area	Strumpshaw	NR13 4NT
Neighbourhood Shopping Area	Taverham	NR8 6AD
Neighbourhood Shopping Area	Thorpe St Andrew	NR7 OJG
Neighbourhood Shopping Area	Upton	NR13 6BT

E) Permissions

Please confirm that you will have all the necessary permissions in order to carry out the temporary public realm changes and that you will be able to evidence this upon request. Tick to confirm: ☒

2. Stakeholder Engagement

Briefly set out how you have engaged with business organisations, Local Highway and Transport Authorities, lower tier authorities such as parish councils, and other relevant stakeholders when considering how to use the RHSS funding.

A) Please list which organisations and sectors you have engaged with?
Business organisations within the selected locations
Local Highways and Transport Authorities
Local town and parish councils
Local town team groups (including residents, business owners, and local community groups)
Public transport companies impacted
Private land owners (where permission has been required)
B) Please provide details of the engagement activities these stakeholders have been involved with?
<p>The above organisations have been engaged with through our public campaign, or through direct communication.</p> <p>Direct communication has come in the form of one of the following:</p> <ul style="list-style-type: none"> • Written letter or email correspondence • Telephone conversations with a project staff member • Virtual meeting • Physical meeting with social distancing in place

C) Delivery Partners

See Grant Action Plan Guidance for details on the role of Delivery Partners and their associated requirements.

- i. Do you intend to include any other tier of local government as a Delivery Partner(s)? Yes / No
- ii. If yes, please complete the following table:

Name of Delivery Partner (please insert rows as required)	What RHSS project activity will they deliver?	Why are they the most appropriate body to deliver the activity?
Broadland District Council	Phase one activity & phase two activity	Delivery of the phase one and phase two activity within their own district area as the contact there, whilst South Norfolk Council has been the lead for procurement of the items.

iii. For each Delivery Partner you are required to secure a Service Level Agreement for their RHSS Fund activity.

Name of Delivery Partner (please insert rows as required)	Please confirm that you have a signed SLA with each Delivery Partner	
	Yes – Submit with Grant Action Plan	No – provide date when SLA will be submitted
Broadland District Council	Yes	

3. Outputs

Please indicate the volume for each output your activity will address.

	Output	Number of outputs
P14	Number of CV-19 Action Plan	1
P15	Number of CV-19 Public Information Campaigns	2

P16	Number of CV-19 Business Facing Campaigns	2
P17	Number of CV-19 Communication Officers	1
P18	Number of High Streets with Temporary CV-19 Adaptations	6+
P19	Number of Neighbourhood Shopping Areas with Temporary CV-19 Adaptations	39+

4. Claims

- i. Please complete the table with the start and end date for the expenditure associated with the RHSS Fund activity.

Start Date	1/6/2020
End Date	31/3/2021

- ii. Please select the claim quarter(s) in which you plan to submit a grant claim and insert a forecast value for each claim.

Claim	Claim Submission Period	Tick to indicate a claim submission in this period	Claim Forecast Value £ (Gross)
20Q3	July 2020 – September 2020	n/a	
20Q4	October 2020 – December 2020		

21Q1	January 2021 – March 2021		
21Q2	March 2021 – May 2021	X	£227,435.12

- iii. Please indicate whether you plan to claim the 4% Management and Admin from within your grant allocation

Yes	Yes
No	

- iv. If you propose to claim staff costs in line with the RHSS Fund Guidance, please complete the table below

Area of Scope	Role Title	Salary	Cost to be Claimed
2. Communications and public information activity to ensure that reopening of local economies can be managed successfully and safely	Communication officer	49950	8325
3. Business-facing awareness raising activities to ensure that reopening of local economies can be managed successfully and safely.	Business advice officer x 2	52000	13000
1. Support to develop an action plan for how the local authority may begin to safely reopen their local economies.	Research manager	35485	8871

5. Monitoring and Evaluation: Please indicate all of the monitoring methods you will utilise to demonstrate the impact of the project activities.

Monitoring Method	Tick to confirm	Brief description
Footfall counts	yes	Increased footfall across 6 High Streets
Businesses reopening	yes	We will measure the number of businesses with a rateable premises that were open and trading before Covid-19, had to close during the spring lockdown and were then able to reopen again following our high street activities and the lockdown ending.

Businesses closed	yes	We will measure the percentage of empty rateable premises in our high street locations before covid-19 and compare with at the end of the project in March/April.
Other		

6. Financial Management and Control

i.

Describe the financial management and control procedures for the project; including the process for compiling, authorising and ensuring only eligible and defrayed expenditure is included in RHSS claims
A project team was established to identify installations and services that would enable the reopening of the high streets, and fit within the RHSSF criteria. An officer was then tasked to obtain quotes for the appropriate items, working with the fund representative. The Assistant Director of Economic Development has then made the decision on which items to include.
Please describe the document management system for the project and how the audit trail will be maintained and accessible for the period required under the terms of the Funding Agreement, this includes retrieving original invoices and ensuring evidence of costs incurred is available.
The documents relating to this project will be stored on a secure drive within the council server, and the financial evidence such as invoices will be kept additionally on the council's finance system for six years, in accordance with our data retention policy.

- ii. Please indicate whether or not the RHSS funded activities will result in any **Fixed and or Major Assets** NO
- iii. If Yes you are required to list the potential assets, and describe the system(s) in place to record asset details in compliance with ERDF Guidance

The assets we have purchased through this funding are under the threshold in value for what the council would consider listing as a fixed asset.

- iv. **VAT** – Please advise whether or not the project budget includes any VAT you cannot recover from HMRC (recoverable VAT).
Note we may need confirmation of this by way of a letter from the council's finance department.? NO
- v. **VAT** – If irrecoverable VAT will be claimed, please describe how this is captured through the claims procedure and how your financial processes will ensure that it is not being claimed as part of the normal VAT return.

N/A

7. Procurement: Please provide details of all the procurements you have and/or will undertake in relation to RHSS eligible expenditure.

Applicants should note that procurements will be tested in detail in the lifetime of a project and by different independent bodies. In the event of non - compliance/irregularity financial penalty will be imposed in line with EU guidance. This can be up to 100% of the procurement expenditure.

It remains the responsibility of the Local Authority to ensure all procurements are compliant.

Anticipated value of the contract	Brief description of works, supplies or services that will be provided under the contract	What procurement process do you anticipate using to select the supplier? (Please tick)	Procurement status (Please tick)
-----------------------------------	---	--	----------------------------------

		OJEU	Advertised	Three Quotes	Direct Award	Procurement in progress/ to be started	Procurement completed
£2400 (anticipated but we had to spend more five months later taking this figure up to £3367)	Posters/Signage etc				X		X
Initially thought to be £5000, we had to buy extra over several months taking this to £21,124. Enclosed is a cross border interest form with justification.	Hand Sanitizer Stations				X		X
£8825	Hand Sanitizer chemical solution			X			X
£1390	Banners				X		X
£60,000	Business Support Portal		X			X	
£40,000	Business campaign (digital marketing costs)		X			X	
£24500	Business support sessions			X		X	
£4000	Action plan research consultancy contract			X		X	
£24354	Footfall counters			X		X	

8. State Aid: This section MUST be completed in conjunction with section 8 of the accompanying Grant Action Plan Guidance.

CLGU has conducted its own analysis of the State Aid position of the RHSS project and concluded that there is no State Aid due to the nature of the RHSS eligible activities. This position has been set out in Annex A of the accompanying Grant Action Plan Guidance.

However it is the responsibility of each Local Authority in receipt of RHSS funding to ensure that they are compliant with State Aid law.

- i. Have you read and understood CLGU's State Aid position as set out in Annex A of the Grant Action Plan Guidance? YES
- ii. Have you completed your own State Aid analysis? YES
- iii. Does your State Aid analysis agree with CLGU's position that there is no State Aid associated with RHSS funded activity? YES

- iv. If yes, and you will deliver the project such that there is no State Aid:

Describe how you will ensure that there is no State Aid

All items will be procured in accordance with EU state aid regulations.

- v. If you have conducted your own State Aid analysis and concluded that there *would be* State Aid, you must complete **Annex A State Aid Analysis** below.

9. Policies and Documents

- i. It remains the responsibility of the Council to ensure that the policies are fit for purpose. RHSS Fund will not provide formal approval of policies.

Policies and Documents Required	Tick to confirm you have attached	Policies and Documents Required	Tick to confirm you have attached
Counter Fraud Policy	yes	Sustainable Development	Yes
Conflict of Interest Policy and Register	Yes	Document Retention	Yes
Equal Opportunities	yes	Risk Register	Yes

- ii. Please confirm that you have read and understood the ERDF Guidance including but not limited to Eligibility, State Aid, Branding and Publicity and Procurement and that you will deliver the project in compliance with the requirements.

Select to confirm: ☒

Declaration & Signature

I declare that I have the authority to represent *South Norfolk Council* in submitting the Grant Action Plan.

I understand that RHSS Fund acceptance of this Grant Action Plan does not in any way signify that the proposed activity described above is eligible and compliant with the requirements of the RHSS Fund.

On behalf of South Norfolk Council and having carried out full and proper inquiry, I confirm to the RHSS Fund:

- That the information provided in this application is accurate.
- I am not aware of any relevant information, which has not been included in the application, but which if included is likely to affect the eligibility and compliance of the activity.


I confirm to the RHSS Fund:

- That I shall inform the RHSS Fund if, prior to any RHSS funding being legally committed to South Norfolk Council, I become aware of any further information which might reasonably be considered as material to the RHSS Fund in deciding whether to enter into a Funding Agreement.

- I am aware that if the information given in this application turns out to be false or misleading, the Reopening High Streets Safely Fund may demand the repayment of funding and/or terminate the RHSS funding agreement.

I confirm that I am aware that checks can be made to the relevant authorities to verify this declaration and any person who knowingly or recklessly makes any false statement for the purpose of obtaining grant or for the purpose of assisting any person to obtain grant is liable to be prosecuted. A false or misleading statement will also mean that approval may be revoked, and any grant may be withheld or recovered with interest.

Local Authorities should be aware that any expenditure incurred before the signing of an RHSS Grant Funding Agreement is entirely at their own risk and may render the project ineligible for support.

Signed		Name (print)	Tig Armstrong
Position	Assistant Director of Economic Development	Date	13/01/21

Annex A – State Aid Analysis

State Aid Law	
i.	Please list all the organisations (if known) which may benefit from the funding of the project. If they are not known, list the types of organisations that might benefit from the funding.
N/A	
ii.	For each organisation or type of organisation that may benefit from the project, (including the Local Authority and any Delivery Partners) identify whether they meet the State Aid test. If you believe an organisation or type/ group of organisations is outside the scope of State Aid, please provide the reasons. Local Authorities may wish to refer to the European Commission’s “Notion of State Aid” guidance and the Ministry of Housing, Communities and Local Government’s European Regional Development Fund guidance on State Aid law available at https://www.gov.uk/government/publications/european-structural-and-investment-funds-state-aid-documents .
N/A	

<p>iii. For each beneficiary and or type of beneficiary that the Local Authority regards as being in receipt of State Aid, identify which exemption(s) they will be using to provide the aid in accordance with State Aid law¹.</p>		
Name of beneficiary or type of beneficiaries	Name of Exemption	Scheme reference number

Where a project is funded under an exemption based on the General Block Exemption Regulations (651/2014), the Local Authority is required to either (a) confirm that the project falls within the scope of Regulation 6(5) or (b) to submit a separate document to demonstrate incentive effect in line with Regulation 6(2) containing the following information:

(a) the applicant undertaking's name and size

(b) a brief description of the project, including start and end dates

(c) the location of the project

¹ For notified schemes the answer should include the full name of the scheme and the Commission reference number.

(d) a full list of the project costs used to determine the allowable level of funding
(e) the form of the aid
(f) the amount of public money needed for the project.
N/A
iv. If you intend to use exemption(s) to deliver the Project, have you read the terms of the scheme and meet all the relevant terms.
Yes or No
v. If you intend to use De Minimis, please outline what work has been undertaken to ensure that this is the most appropriate mechanism.
vi. Are you subject to an outstanding recovery order in respect of State Aid?
Yes or No
vii. Describe the system in place for collecting and recording the required information for audits and returns?
N/A



FUNDING AGREEMENT

BETWEEN

**THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND
LOCAL GOVERNMENT**

AND

SOUTH NORFOLK DISTRICT COUNCIL

PROJECT NAME: REOPENING HIGH STREETS SAFELY FUND

PROJECT NUMBER: EE35

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SCHEDULE 2 REOPENING HIGH STREETS SAFELY FUND GUIDANCE

SCHEDULE 3 GRANT PLAN FORM

SCHEDULE 4 UNDERPERFORMANCE METHODOLOGY

PARTIES

1. **THE SECRETARY OF STATE FOR HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** acting through the Cities and Local Growth Unit whose principal address is 2 Marsham Street, London SW1P 4DF (**the Secretary of State**); and
2. South Norfolk District Council of South Norfolk House, Cygnet Court, Long Stratton Norwich, NR15 2XE (**Grant Recipient**).

BACKGROUND

- A. The Commission of the European Union ('European Commission') has adopted the Operational Programme for England, setting out its contribution to the Union strategy for smart, sustainable and inclusive growth and the achievement of economic, social and territorial cohesion;
- B. The Secretary of State acting through the Cities and Local Growth Unit wishes to offer the Grant and the Grant Recipient agrees to accept the Grant on the terms and conditions of this Funding Agreement for the purposes set out herein and which are to contribute to the plan to Reopen the High Street Safely
- C. As the Grant Recipient will be a beneficiary of European Regional Development Fund funding this Funding Agreement serves as the document described in Article 125(3)(c) of Regulation 1303, setting out the conditions for support for the operation concerned and the specific requirements concerning the products or services to be delivered under the operation, the financing plan and the time-limit for execution.

IT IS AGREED THAT:

1. DEFINITIONS

In this Funding Agreement the following words and phrases shall have the following meanings:

"Agreed Activity End Date" means the date specified as such in the Project Specific Conditions and being the date that all of the Project Activities shall be finished and complete including the Works.

"Agreed Financial Completion Date" means the date specified as such in the Project Specific Conditions and being the date that all of the expenditure will have been defrayed.

"Agreed Project Practical Completion Date" means the date specified as such in the Project Specific Conditions and being the date by which the Targets shall be achieved.

"Application" means the information contained within the Grant Action Plan Form (and any annexures thereto) which is contained in Schedule 3

"Approved Use" means use of an Asset as set out in the Project Specific Conditions.

"Asset" means an asset which may be either a Fixed Asset or a Major Asset as appropriate in the relevant context and "Assets" shall be construed accordingly.

"Asset Register Template" means the asset register template notified to the Grant Recipient.

"Audit" means an audit/monitoring verification carried out pursuant to Articles 125 and 127 of Regulation 1303 by the Secretary of State in its role as 'managing authority' or the Government Internal Audit Agency in its role as 'audit authority', or any audit by the European Commission, European Court of Auditors or, where relevant, the National Audit Office.

"Capital Contribution Rate" means the percentage rate in respect of Eligible Capital Expenditure and is specified in the Project Specific Conditions.

"Capital Maximum Sum" means the maximum amount of Grant payable in respect of Eligible Capital Expenditure and is specified in the Project Specific Conditions.

"Change" means in relation to the Project as defined in the Application any of the following changes (in accordance with clause 9):-

- (a) a change in the Ownership, Control and Nature of Business of the Grant Recipient;
- (b) a change in the nature or purpose of the Project or in the delivery of the Project, as set out in the Application;
- (c) any change to the Eligible Expenditure;
- (d) any change to the Expenditure Profile;
- (e) any change to any of the Key Milestone Dates;
- (f) any change to any of the Targets;
- (g) any material change to the Project Specifications (that is, more than merely trivial and inconsequential in its consequences).

"Completion" means completion of the Project Activities to the satisfaction of the Secretary of State.

"Completed Project" means a Project that has been physically completed or fully implemented and in respect of which all related payments have been made by the Grant Recipient and the corresponding public contribution has been paid to the Grant Recipient.

"Conditions" means the terms and conditions upon which the Grant is payable as contained in clauses 1 to 27 of the main body of this Funding Agreement and the Project Specific Conditions at Schedule 1.

"Confidential Information" means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the owner of the Confidential Information, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential.

"Contracting Authority" means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 or Regulation 2 of the Public Contracts Regulations 2015 (as amended) other than the Secretary of State.

"Contribution Rate" means the percentage rate of Eligible Expenditure at which Grant is paid as contained in the Project Specific Conditions and may be the Capital Contribution Rate and/or the Revenue Contribution Rate.

"Correction" means an amount to be repaid or withheld from the Grant payable as determined following the finding of an Irregularity and calculated, where relevant, by reference to the published guidelines on flat-rate corrections, for example as set out in the National European Structural and Investment Fund Procurement Requirements and the Guidelines for Determining Financial Corrections.

"Crown Body" means any Secretary of State, office or agency of the Crown.

"Data" means

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Grant Recipient by or on behalf of the Secretary of State; or
 - (ii) which the Grant Recipient is required to generate, process, store or transmit pursuant to this Funding Agreement; or
- (b) any Personal Data for which the Secretary of State or the Grant Recipient is the Data Controller.

"Data Controller" shall have the same meaning as set out in the Data Protection Legislation

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

"Data Protection Legislation" means:

- (a) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time
- (b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;
- (c) all applicable Law about the processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner as may be in force from time to time.

"Data Protection Impact Assessment" means: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

"Data Subject" shall have the same meaning as set out in the Data Protection Legislation

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

"Delivery Partner" means a third party that (in collaboration with the Grant Recipient) shall deliver the Project, itself defray expenditure to be claimed and carry out the Project Activities in accordance with clause 4 and which third party is not intended by either party to be providing services or works under a contract for services or works.

“Disposal” means the disposal, sale, transfer or the grant of any estate or interest in any Asset and includes any contract for a disposal and **“Dispose”** shall be construed accordingly.

"Eligibility Rules" means the rules governing eligibility of expenditure for payment of European Regional Development Fund contained in:

- (a) Regulation 1301;
- (b) Regulation 1303; and
- (c) The National European Regional Development Fund Eligibility Rules.

"Eligible Expenditure" means expenditure in relation to this Project that complies in all respects with the Eligibility Rules.

"Eligible Revenue Expenditure" means the expenditure set out in the profile at Schedule 3.

"Environmental Information Regulations" means the Environmental Information Regulations 2004 (SI No 2004/3391) together with any guidance and/or codes of practice issued by the 'Information Commissioner' (as referred to therein) or relevant Government Department in relation to these regulations.

"Event of Default" means an event or circumstance as defined by clause 12.1.

"Expenditure" means either capital expenditure or revenue expenditure (as appropriate in the context).

"Expenditure Profile" means the information provided by the Grant Recipient detailing the spend forecast for the carrying out of the Project Activities and defrayal of expenditure including the Start Date and the Agreed Financial Completion Date and which is contained in Schedule 3.

"Final Payment Date" means the date of the final payment of Grant to the Grant Recipient.

"Financial Year" means the calendar year.

“Fixed Asset” means any Asset which consists of land and/or buildings, plant, machinery or other thing that is, or is to be, fixed to any land and which is to be acquired, developed, enhanced, constructed and/or installed as part of the Project.

"Funding Agreement" means this agreement including the Schedules.

"Grant" means the grant of European Regional Development Fund payable pursuant to this Funding Agreement up to the Maximum Sum as set out in the Project Specific Conditions.

"Grant Claim" means a claim for Grant using the Secretary of State System on line facility.

"Grant Recipient Equipment" means the hardware, computer and telecoms devices and equipment made available by the Grant Recipient or its sub-contractors (but not hired, leased or loaned from the Secretary of State) for the provision of the Project Activities.

"Grant Recipient Personnel" means all employees, agents, consultants and contractors of the Grant Recipient and/or of any sub-contractor.

"Grant Recipient Software" means software which is owned by or licensed to the Grant Recipient, including software which is or will be used by the Grant Recipient for the purposes of complying with its obligations pursuant to this Funding Agreement.

"Grant Recipient System" means the information and communications technology system used by the Grant Recipient in performing its obligations under this Funding Agreement

including the Grant Recipient Software, Grant Recipient Equipment and related cabling (but excluding the Secretary of State System).

"Guidelines for Determining Financial Corrections" means the Guidelines for determining financial corrections to be made to expenditure co financed by the Structural and Investment Funds from time to time in force and notified to the Grant Recipient by the Secretary of State and which (those subsisting on the date of this Funding Agreement) is Commission Decision C(2019) 3452 of 14.05.2019 laying down the guidelines for financial corrections to be made to expenditure financed by the Union for non-compliance with the rules on public procurement.

"Information Communications and Technology Environment" means the Secretary of State System and the Grant Recipient System.

"Information" has the meaning given in the Freedom of Information Act 2000.

"Information Commissioner" has the meaning given in the Freedom of Information Act 2000.

"Instalment Period" means the period referred to in the Project Specific Conditions.

"Intellectual Property Right" means all patents, know-how, registered trademarks, registered designs, utility models, applications and rights to apply for any of the foregoing unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention discovery or process in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions.

"Interpretative Communication" means the Commission Interpretative Communication on the Community law applicable to contract awards not or not fully subject to the provisions of the Public Procurement Directives (2006/C 179/02)

"Irregularity" means any breach of European Union law, or of national law relating to its application resulting from an act or omission by a Grant Recipient or a Delivery Partner (and/or its agents and subcontractors), which has, or would have, the effect of prejudicing the budget of the European Union by charging an unjustified item of expenditure to the budget of the European Union.

"Key Milestone Dates" means those milestones to achieve the Project which are contained in the Project Specific Conditions.

"Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

"Losses" means all costs, charges, fees, expenses, fines and losses (including, loss of profit, loss of reputation) and all interest penalties and legal and other professional costs and expenses.

"Major Asset" means an Asset which is not a Fixed Asset but has a value as at the date of this Funding Agreement (or date of acquisition if the acquisition is funded (in whole or in part) by this Grant) of at least £5,000.00 (five thousand pounds).

"Malicious Software" means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

"Material Breach" means a breach of this Funding Agreement (including an anticipatory breach) which is not minimal or trivial in its consequences as further set out in clause 12.

"Maximum Sum" means the maximum amount of Grant to be provided by the Secretary of State for the support of the Project and includes the Capital Maximum Sum and the Revenue Maximum Sum.

"More Developed Region" means the geographical areas as defined under Regulation (EU) No 1303/2013 Article 90 and comprising of the areas identified in the Glossary published by the Secretary of State and contained on the Website being the Glossary for 2014-2020 European Structural and Investment Funds. The areas within the More Developed Region covered by this specific Grant Funding Agreement are set out in Schedule 3.

"National European Regional Development Fund Document Retention Guidance" means the guidance published from time to time by the Secretary of State and contained on the Website, the version subsisting at the date of this Funding Agreement being ESIF-GN-1-008 ERDF Document Retention Guidance v1 (published February 2016).

"National European Regional Development Fund Eligibility Rules" means the National Eligibility Rules published from time to time by the Secretary of State and contained on the Website, the version subsisting at the date of this Funding Agreement being ESIF-GN-1-012 National ERDF Eligibility Rules v1 (published 20 March 2015).

"National European Regional Development Fund Publicity Guidance" means the guidance on publicity and the branding guidelines for European Regional Development Fund published from time to time by the Secretary of State on the Website, the version subsisting at the date of this Funding Agreement being ESIF-GN-1-005 ESIF Branding and Publicity Requirements v8 (published 1 August 2019).

"National European Regional Development Fund State Aid Law Guidance" means the guidance published from time to time by the Secretary of State and contained on the Website, the version subsisting at the date of this Funding Agreement being ESIF-GN-1-006 ERDF State Aid Law Guidance v2 (published 7 January 2016).

"National European Structural and Investment Funds Procurement Requirements" means the requirements published from time to time by the Secretary of State and contained on the Website, the version subsisting at the date of this Funding Agreement being ESIF-GN-1-001 ESIF national Procurement Requirements v6 (published 16 August 2019)

"National Rules" means the national rules set out in chapter 6 of the National European Structural and Investment Funds Procurement Requirements as published from time to time.

"Not Eligible" means expenditure that is not Eligible Expenditure.

"Ownership, Control and Nature of Business" shall be construed in accordance with section 840 of the Income and Corporation Taxes Act 1988 and section 1162 of the Companies Act 2006 and for the avoidance of doubt shall include an evaluation of dominant influence and shadow directorships in the Grant Recipient from time to time.

"Parties" means the Secretary of State and the Grant Recipient.

"Personal Data" shall have the same meaning as set out in the Data Protection Legislation

"Process" has the meaning given to it under the Data Protection Legislation

"Procurement Law" includes, but is not restricted to EC Directives 2004/18/EC, 2004/17/EC and 2007/66/EC, the Public Contracts Regulations 2006 (SI No 5/2006), as amended, Directive 2014/24/EU the Public Contracts Regulations 2015 and the Utilities Contracts Regulations 2006 (SI No 6/2006), as amended, and includes the Interpretative

Communication , the Consolidated Versions of the Treaty on European Union and the Treaty on the Functioning of the European Union'.

"Project" means the project fully described in the Application.

"Project Activities" means all activities to be carried out in implementing the Project and includes any Works to be carried out in relation to any Fixed Assets.

"Project Specifications" means the drawings and specifications describing the Works which are contained in Schedule 7 and which have been approved by the Secretary of State in writing, or such revised drawings and specifications as the Secretary of State may from time to time approve in accordance with the provisions of this Funding Agreement.

"Project Specific Conditions" means those conditions which are specific to the Project and are contained in Schedule 1.

"Project Specific Eligible Expenditure" means Eligible Expenditure which is specific to this Project and is contained in Schedule 2.

"Project Change Request Form" means the prescribed form for the purpose of requesting consent to a Change determined from time to time by the Secretary of State.

"Public Sector Financial Assistance" includes all funding received or receivable by the Grant Recipient from public sector bodies including for this purpose funding from the European Commission, government bodies (whether national or local) or bodies in receipt of lottery funds from the National Lottery Distribution Fund pursuant to the National Lotteries Acts 1993 and 1998.

"Regulation 480" means Commission Delegated Regulation (EU) No 480/2014 of 3 March 2014 supplementing Regulation 1303.

"Regulation 821" means Commission Implementing Regulation (EU) No 821/2014 of 28 July 2014 supplementing Regulation 1303.

"Regulation 1301" means Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013, on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal, as amended.

"Regulation 1303" means Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 which sets out common provisions on the Structural and Investment Funds, as amended.

"Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Funding Agreement or any other affairs of the Secretary of State and "Regulatory Body" shall be construed accordingly.

"Revenue Contribution Rate" means the percentage rate in respect of Eligible Revenue Expenditure as is specified the Project Specific Conditions at Schedule 1.

"Revenue Maximum Sum" means the maximum amount of Grant payable in respect of Eligible Revenue Expenditure as is specified in the Project Specific Conditions.

"Revenue Maximum Sum for the More Developed Region" means the maximum amount of Grant payable in respect of Eligible Revenue Expenditure for the More Developed Category of Region and is specified in the Project Specific Conditions.

"Secretary of State System" means the Secretary of State's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by

the Secretary of State or the Grant Recipient in connection with this Funding Agreement which is owned by or licensed to the Secretary of State by a third party and which interfaces with the Grant Recipient System or which is necessary for the Secretary of State to comply with the terms of this Funding Agreement.

"Small to Medium Sized Enterprise" or "SME" means a small to medium sized enterprise as set out in the 'General Block Exemption Regulation' (Commission Regulation (EU) No 651/2014).

"Start Date" means the date specified as such in the Project Specific Conditions being the earliest date that expenditure incurred by the Grant Recipient in relation to the Project that can be Eligible Expenditure.

"State Aid Law" means the law embodied in Articles 107 -109 of Section 2, Title VII, of the Common Rules on Competition, Taxation and Approximation of Laws- Consolidated Versions of the Treaty on European Union and the Treaty on the Functioning of the European Union'.

"Structural and Investment Funds" means together the European Regional Development Fund (ERDF) and the European Social Fund (ESF).

"Structural and Investment Funds Regulations" means Regulation 1301, Regulation 1303 and any delegated acts or implementing acts adopted under those Regulations.

"Sub-processor" means any third Party appointed to process Personal Data related to this Agreement on behalf of the Grant Recipient

"Targets" means the outputs and results identified and detailed in the milestone table contained in the Project Specific Conditions and those specified in Schedule 3 as defined in the Reopening High Streets Safely Fund Guidance.

"Third Party Software" means software which is owned or licensed by any third party which is or will be used by the Grant Recipient for the purposes of this Funding Agreement.

"Transaction List" means the transaction checklist relevant to a particular Grant Claim as determined by the Secretary of State.

"Useful Economic Life" means the period of years following the Agreed Financial Completion Date that any Asset shall be used for the Approved Use as set out in Schedule 1.

"Website" means the national website for the European Regional Development Fund Programme in England: <https://www.gov.uk/european-growth-funding>.

"Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

2. INTERPRETATION

In this Funding Agreement:

- 2.1.** reference to any statute or legislation shall include any statutory extension or modification, amendment or re-enactment of such statutes and include all instruments, orders, bye-laws and regulations for the time being made, issued or given thereunder or deriving validity therefrom, and all other legislation of the European Union that is directly applicable to the United Kingdom;
- 2.2.** reference to any clause, sub-clause, paragraph, sub-paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph or schedule to this Funding Agreement so numbered;

- 2.3. reference to 'this Funding Agreement' includes any variations made from time to time pursuant to these terms;
- 2.4. reference to "Published" by the Secretary of State shall include an electronic version contained on the Website;
- 2.5. reference to "including" shall be construed so as not to limit the generality of any words or expressions in connection with which it is used;
- 2.6. reference to "determined" or "determine" means, unless the contrary is indicated a determination made at the discretion of the person making it;
- 2.7. where the consent approval or agreement of the Secretary of State required pursuant to the terms of this Funding Agreement, it shall not be construed as having been given unless provided in writing;
- 2.8. words importing one gender shall include both genders and the singular shall include the plural and vice versa;
- 2.9. the Guidelines for Determining Financial Corrections and the National European Regional Development Fund Eligibility Rules shall have the same force and effect as if expressly set out in the body of this Funding Agreement;
- 2.10. the headings in this Funding Agreement shall not affect its interpretation;
- 2.11. In the event of a conflict between the following elements comprising this Funding Agreement the priority shall prevail in the following descending order:
 - (a) The conditions set out at Schedule 1 ("Project Specific Conditions")
 - (b) The conditions set out in the main body of this Funding Agreement
 - (c) The Reopening High Streets Safely Fund Guidance (Schedule 2)
 - (d) The Grant Action Plan Form (Schedule 3)

3. GRANT

- 3.1. In consideration of the Parties' respective obligations contained in this Funding Agreement the Secretary of State offers the Grant and the Grant Recipient accepts the Grant up to the Maximum Sum on the terms and conditions of this Funding Agreement.
- 3.2. Grant will only be paid in respect of Eligible Expenditure.
- 3.3. Eligible Expenditure excludes:-
 - (a) payments made by the Grant Recipient (or Delivery Partners) that are Not Eligible;
 - (b) payments that are the subject of an Irregularity or a suspected Irregularity.
- 3.4. Subject to entering into this Funding Agreement Eligible Expenditure that has been defrayed on or after the Start Date may be claimed pursuant to this Funding Agreement. For the avoidance of doubt the reference to Grant and the provisions of this Funding Agreement shall apply to all claims and Expenditure beginning on the

Start Date. If the Funding Agreement is not entered into for any reason there shall be no expectation of Grant and any expenditure incurred in that case shall be entirely for the account and at the risk of the applicant.

4. THE APPLICATION AND ACCEPTANCE OF GRANT TERMS

- 4.1.** The Grant Recipient warrants to the Secretary of State that the Application is accurate in all respects having made proper and full enquiry in relation to the same. The Secretary of State has based its decision to offer and pay the Grant (and has relied) upon the representations made by the Grant Recipient in the Application and in all documents and information provided as part of the Grant Action Plan review process. No disclaimer or other statement that precludes the right of any person to rely upon the Application or any other document that forms part of the Application, or has a similar effect, shall apply with respect to the Secretary of State or affect the Secretary of State's right to enforce any provision of the Funding Agreement.
- 4.2.** For the avoidance of doubt, clause 4.1 is intended to ensure that:-
- (a) no disclaimer of liability for the contents of the Application affects the Secretary of State's right to recover any sum under this Funding Agreement; and
 - (b) there is reserved to the Secretary of State (notwithstanding clause 27.12) any rights of action or remedies for any mistake, negligent misstatement, misrepresentation or error of judgment made in the Application upon which the Secretary of State has relied in agreeing to provide Grant to the Grant Recipient.
- 4.3.** The Grant Recipient accepts and agrees to all of the terms having made full and proper enquiry before giving the warranties contained in this Funding Agreement.
- 4.4.** The Grant Recipient acknowledges that the Grant has been offered to it to carry out the Project Activities specified within the Application and achieve the Targets within the time limits set out in this Funding Agreement and the Key Milestone Dates set out in the table contained in the Project Specific Conditions.
- 4.5.** The Grant Recipient may with the consent of the Secretary of State task a Delivery Partner to carry out certain of the Project Activities provided that such shall not in any way reduce any of the obligations or liability of the Grant Recipient under this Funding Agreement. If Consent is given the Delivery Partner shall be named in the Project Specific Conditions.
- 4.6.** For the avoidance of doubt the Grant Recipient shall be liable for the acts of its Delivery Partner including any Corrections resulting therefrom.

5. GRANT CLAIMS

- 5.1.** Amount of Grant payable
- (a) The total amount of Grant payable in respect of Eligible Revenue Expenditure will be either the Revenue Maximum Sum, or an amount calculated by applying the Revenue Contribution Rate to the actual Eligible Revenue Expenditure, whichever is the lower.

- (b) The total amount of Grant paid to the Grant Recipient shall not exceed the Maximum Sum.
- (c) The total amount of Grant payable in respect of Eligible Revenue Expenditure of the More Developed Region shall not exceed the Revenue Maximum Sum for the More Developed Region.

5.2. Conditions Precedent to the payment of Grant

The Secretary of State will not make the first payment of Grant and/or any subsequent payment of Grant unless all of the following preconditions have been complied with:-

- (a) the relevant Grant Claim is made on the Secretary of State System on line facility;
- (b) the expenditure is Eligible Expenditure;
- (c) that Eligible Expenditure has been defrayed (that is that Eligible Expenditure has been incurred and that payment has been made by the Grant Recipient or a Delivery Partner) in respect of any Eligible Expenditure to which a Grant Claim relates;
- (d) any Security required as set out in the project Specific Conditions is in place to the extent stated; and
- (e) the Conditions have been fully complied with provided that the Secretary of State may waive in whole or in part any Condition/s without prejudicing the Secretary of State's right to require subsequent fulfilment of such Condition/s

provided always that the payment of a Grant Claim shall not operate as a waiver of any of the obligations in this clause 5.2 or exclude the right for the Secretary of State to exercise any of its rights under this Funding Agreement.

5.3. Grant Claims Procedure

- (a) the Grant Recipient shall make all Grant Claims in arrears, for each Instalment Period.
- (b) The Grant Recipient shall provide a forecast of the amount of Grant to be claimed for an Instalment Period in accordance with paragraph (c) by the 7th Working Day of the month following the end of the Instalment Period for which the Grant Claim will be made.
- (c) Except for the final Grant Claim, each Grant Claim is to be submitted by the 20th Working Day of the month following the end of the Instalment Period for which the Grant Claim is made.
- (d) The first Grant Claim made at the end of the first Instalment Period shall relate to all Eligible Expenditure incurred and paid by the Grant Recipient from the Start Date. Subsequent Grant Claims shall relate to all Eligible Expenditure incurred and paid by the Grant Recipient in an Instalment Period.
- (e) Each Grant Claim is to be submitted using the Secretary of State System on line facility. Each Grant Claim shall include accounting documents of verifiable value (which shall include the Transaction List) in such format and detail as may be acceptable to the Secretary of State relating to the amount claimed in such Grant Claim.

- (f) The Secretary of State will normally pay a Grant Claim within 40 Working Days of receipt, but this is subject to:
 - (i) The Grant Recipient submitting a forecast in accordance with paragraph (b) above;
 - (ii) The Grant Claim being submitted by the deadline referred to in paragraph (c) above; and
 - (iii) the Grant Recipient satisfactorily meeting any request for further particulars about the Eligible Expenditure specified in the Grant Claim or any other details provided for in the Grant Claim.
- (g) the time for payment of the Grant Claim shall not be of the essence. The Secretary of State shall have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- (h) The Grant Recipient must notify the Secretary of State promptly if at any time it becomes aware that it is unable to make a Grant Claim in accordance with the Expenditure Profile.
- (i) A progress report in respect of the Project must be submitted with each Grant Claim, and at such other times as the Secretary of State may notify to the Grant Recipient.
- (j) By submitting a Grant Claim the Grant Recipient warrants to the Secretary of State that there is no Event of Default or Material Breach subsisting by reference to the facts and circumstances existing on each such date.

6. THE EXPENDITURE PROFILE

- 6.1.** If in any Financial Year ("the relevant year") there is a shortfall in the amount of Eligible Expenditure by reference to the amount planned in the Expenditure Profile, the Secretary of State will be under no obligation to pay Grant for any additional Eligible Expenditure in the following year or any later Financial Year.
- 6.2.** If in any Financial Year (the "relevant year") there is an overspend in the amount of Eligible Expenditure by reference to the amount planned in the Expenditure Profile, the Secretary of State will be under no obligation to pay Grant in the following year or any later Financial Year which was overspent in any relevant year.

7. DECOMMITMENT OF EUROPEAN REGIONAL DEVELOPMENT FUND RESOURCES

- 7.1.** The Grant Recipient acknowledges that the financial consequences that flow from a departure from the Expenditure Profile in any financial year could include the loss of European Regional Development Fund resources allocated for the Operational Programme (if in that year there is under-spending for the Operational Programme as a whole).
- 7.2.** If during any Financial Year of the Operational Programme the Secretary of State is reasonably satisfied that there will be a shortfall in Eligible Expenditure and that the Grant Recipient will be unable to make up that shortfall then, the Secretary of State may reduce the Grant allocated for the Project and use the amount of the reduction for any other purpose of the Operational Programme. The amount to be re-allocated

under these circumstances is determinable by the Secretary of State, but may not exceed the amount of the anticipated shortfall in Eligible Expenditure.

- 7.3.** Where the right reserved in clause 7.2 arises under circumstances that also entitle the Secretary of State to exercise the rights reserved in clause 12, the right reserved to the Secretary of State in clause 7.2 is exercisable in addition and without prejudice to the exercise of the rights reserved to the Secretary of State in clause 12.

8. PROVISIONS RELATING TO ANY ASSETS

8.1. Inventory of the Assets

Using the Asset Register Template the Grant Recipient must establish and maintain an inventory of all of the Assets. The provisions of clause 14.5 shall apply to all Assets.

8.2. Change of use of any Asset

- (a) The Grant Recipient covenants with the Secretary of State that it will not use any Asset for any purpose other than the Approved Use throughout the Useful Economic Life of the Asset.
- (b) During the Useful Economic Life of each Asset, the Grant Recipient shall not cease to use the Fixed Asset or the Major Asset, or any part of the Asset for the Approved Use without the prior written consent of the Secretary of State. If consent is given, it may be subject to any conditions which the Secretary of State may wish to impose. Such conditions may include repayment by the Grant Recipient to the Secretary of State of all or part of the Grant paid to the Grant Recipient under this Funding Agreement.

8.3. Disposal of any Asset

- (a) During the Useful Economic Life of an Asset the Grant Recipient must not dispose of any interest in such Asset without the prior written consent of the Secretary of State. If the Secretary of State grants consent to a Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Secretary of State.
- (b) Where the Grant Recipient disposes of any interest in any Asset without the prior written consent of the Secretary of State, then the proceeds of the Disposal (limited to the total amount paid by the Secretary of State to the Grant Recipient under this Funding Agreement) shall be held on trust by the Grant Recipient for the benefit of the Secretary of State.
- (c) The liability under clause 8.3(b) is separate from the liability to comply with any decision of the Secretary of State under clause 12 to require repayment of the whole or any part of the amount paid of the Grant, to the Grant Recipient (but subject to clause 27.12 below).
- (d) The Grant Recipient shall provide to the Secretary of State as part of the progress report referred to in clause 5.4(i) information in relation to any Disposals which it either intends to make or has made with the prior written consent of the Secretary of State at the date of such progress report.

8.4. Charging of any Asset

During the Useful Economic Life of each Asset the Grant Recipient shall not create any charge, legal mortgage, debenture, or lien over any Asset without the prior written

consent of the Secretary of State (except for Security contemplated by the Project Specific Conditions).

9. CHANGES TO THE PROJECT

- 9.1.** All Changes must be approved by the Secretary of State prior to the relevant Change being deemed to be effective. The Grant Recipient shall request the Change on a RHSS Project Change Request Form. The Secretary of State shall either agree to the change request or reject the change request within 60 days of the date of the Project Change Request Form.
- 9.2.** Until such time as a Change is made in accordance with this clause, the parties shall, unless otherwise agreed in writing, continue to perform this Funding Agreement in compliance with its terms before such Change.

10. LEGISLATION, ESIF PROCUREMENT REQUIREMENTS, AND STATE AID LAW

10.1. General

- (a) The Grant Recipient must comply and secure compliance with the Structural and Investment Funds Regulations and the Grant Recipient hereby warrants that it shall not act or omit to act in any way that may cause the Grant Recipient, a Delivery Partner or the Secretary of State to breach the Structural and Investment Funds Regulations.
- (b) Further to clause 10.1(a) the Grant Recipient shall ensure that in accordance with Article 6 of Regulation 1303, the Project complies with applicable European Union law and the national law relating to its application.

10.2. State Aid Law

- (a) The Grant Recipient has undertaken its own independent assessment of the compatibility of the Project with State Aid Law and confirms to the Secretary of State that the Project is structured so it is compliant with State Aid Law. Where the Secretary of State has provided its views on any aspect of State Aid Law, the Grant Recipient confirms that it has considered this information alongside all other sources of State Aid Law available at the time of entering into this Funding Agreement (including regulations and decisions published on the European Commission website) in undertaking its own assessment of the Project's compliance. The Secretary of State has taken into account the Grant Recipient's representations on State Aid Law compliance in deciding to offer the Grant.
- (b) The Grant Recipient shall procure and maintain the necessary expertise and resources to deliver the Project in accordance with the State Aid Law for the full term of the Project. The Grant Recipient agrees to maintain appropriate records of compliance with the State Aid Law and agrees to take all reasonable steps to assist the Secretary of State to comply with State Aid Law requirements and respond to any investigation(s) instigated by the European Commission into the Project or by the European Court of Auditors.

- (c) A finding of State Aid non-compliance in respect of the Project by the European Commission or a Court of competent jurisdiction may lead to Grant Recipient being ordered to repay the Grant with interest in accordance with the European Commission's reference rates.

10.3. ESIF Procurement Requirements

- (a) The Grant Recipient warrants that it has provided full details of all contracts for goods, works or services which will form part of the Project and for which it will claim reimbursement.
- (b) Where the Grant Recipient is a 'contracting authority' within the meaning of Procurement Law the Grant Recipient warrants that:
 - (i) In relation to any contracts listed in section 7 of the Grant Action Plan form, it has complied with, and where relevant, has secured that its Delivery Partners have complied with all applicable Procurement Law in force at the date the procurement was commenced in relation to the Project; and
 - (ii) In relation to any contracts listed in section 7 of the Grant Action Plan form, it shall comply with, and where relevant, shall secure that its Delivery Partners shall comply with, all applicable Procurement Law in force at the date of commencement of the procurement process in relation to the Project.

Provided that where, having regard to the Interpretative Communication, the contract awards do not have a sufficient connection with the functioning of the Internal Market, the Grant Recipient warrants that it has complied with or shall comply with clause 10.4 below.

10.4. National Rules

Where:

- (a) the Grant Recipient is not a 'contracting authority' subject to Procurement Law in relation to the Project; or
- (b) it is a contracting authority and the contract award does not have a sufficient connection to the 'Internal Market'

the Grant Recipient warrants that:

- (i) In relation to any contracts listed in section 7 of the Grant Action Plan form, it has ensured that its processes met, and where relevant, has secured that its Delivery Partners have ensured that their processes met, with the National Rules published at the date of the Application; and
- (ii) In relation to any contracts listed in section 7 of the Grant Action Plan form, it shall comply with, and where relevant, shall secure that its Delivery Partners shall comply with the relevant version of the National Rules published at the date of commencement of the procurement process.

It is the Grant Recipient's sole responsibility to ensure compliance with the Regulations.

11. PUBLICITY

- 11.1.** The Grant Recipient shall, and shall procure that its Delivery Partners and sub-contractors at all times comply with:-
- (a) Articles 115 and Annex XII of Regulation 1303; and
 - (b) Chapter II and Annex II of Regulation 821.
- 11.2.** The Grant Recipient shall and shall ensure that its Delivery Partners and sub-contractors at all times also apply the HM Government brand, in all circumstances where ERDF publicity is required under the Regulations and as set out in the National European Regional Development Fund Publicity Guidance. The Grant Recipient shall also adhere the Branding and Publicity requirements as set out in the RHSS Fund Guidance and associated FAQs.
- 11.3.** It is the Grant Recipient's sole responsibility to ensure compliance with the Regulations and domestic branding requirements.
- 11.4.** The obligations in this clause shall continue after this Funding Agreement is terminated.
- 11.5.** The Grant Recipient hereby gives consent to the Secretary of State to publicise in the press or any other medium the Grant and the details of the project using any information gathered from the Application or the monitoring of the Project Activities.

12. EVENTS OF DEFAULT, MATERIAL BREACH AND RIGHTS RESERVED FOR BREACH OF THE FUNDING AGREEMENT

12.1. Events of Default

An Event of Default is the occurrence of any of the following:-

- (a) the Grant Recipient fails to comply with the Conditions;
- (b) the Project Activities are not commenced by the date which is 3 months after the Start Date;
- (c) the expenditure is not claimed in line with the Expenditure Profile.
- (d) Completion of the Project Activities has not been achieved by the Agreed Activity End Date;
- (e) a Change is made to the Project without the prior written approval of the Secretary of State, as required by clause 9;
- (f) the Approved Use of any Asset has ceased without the prior written consent of the Secretary of State;
- (g) the European Commission or a European Court requires any Grant paid to be recovered by reason of a breach of State Aid Law;
- (h) the Grant Recipient fails to comply with the provisions of the exemption or scheme (referred to in the Project Specific Conditions) under State Aid Law that applies to the Project and the Grant;

- (i) any report or certificate made by the Grant Recipient's auditor or reporting accountant is unsatisfactory (where, for example, the report or certificate refers to a fundamental uncertainty or disagreement, or contains a material qualification, or states that the auditor or accountant is unable to form an opinion about any item, or reports that any amount is not correctly stated in the accounts or records examined);
- (j) the Grant Recipient owes any sum to the Secretary of State under an agreement for the financial support of any other project or activities;
- (k) if the ultimate Grant Recipient is a Small to Medium-sized Enterprise, but it ceases to be a Small to Medium-sized Enterprise, and it is a requirement arising out of State Aid Law that the grant recipient remains as a Small to Medium-sized Enterprise;
- (l) an encumbrancer takes possession or a receiver or administrative receiver or manager or sequestrator is appointed of the whole or any part of the undertaking assets rights or revenues of the Grant Recipient or a distress or other process is levied or enforced upon any of the assets rights or revenues of the Grant Recipient and any such action is not lifted or discharged within 10 Working Days;
- (m) a petition is presented (other than a petition which, in the opinion of the Secretary of State, is frivolous or vexatious and which is withdrawn or stayed within 10 Working Days) to, or any order is made by, any competent court for the appointment of an administrator in relation to the Grant Recipient;
- (n) the Grant Recipient is, or is adjudicated or found to be, insolvent or stops or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Grant Recipient under any law regulation or procedure relating to reconstruction or adjustment of debts;
- (o) any petition is presented by any person (other than a petition which, in the opinion of the Secretary of State, is frivolous or vexatious and which is withdrawn or stayed within 10 Working Days) or any order is made by any competent court or any resolution is passed by the Grant Recipient for its winding-up or dissolution or for the appointment of a liquidator of the Grant Recipient.
- (p) any Irregularity on the part of the Grant Recipient has been identified in connection with the Project, or the European Commission or any other Regulatory Body otherwise requires the Secretary of State to recover any amount paid under this Funding Agreement."

12.2. Material Breach

A Material Breach is a breach of this Funding Agreement as defined in clause 1 above including but not limited to the occurrence of any of the following:-

- (a) any information given or representation made in the Application or in any correspondence, report or other document submitted to the Secretary of State relating to this Project or under this Funding Agreement is found to be incorrect or incomplete to an extent which the Secretary of State considers to be material;

- (b) any fraud has been committed by the Grant Recipient and/or its employees in connection with the Project;
- (c) a breach of the warranties by the Grant Recipient contained in and given pursuant to this Funding Agreement.
- (d) the Grant Recipient in breach of clause 8.3 makes a Disposal of any Asset without the prior written consent of the Secretary of State;
- (e) the Grant Recipient fails to materially comply with the Conditions;
- (f) the activities carried out by the Grant Recipient are distinct or different from the description set out in the Application having regard also to the intended function of the Project Activities and the end beneficiaries of the Project.

12.3. Rights reserved for the Secretary of State in relation to an Event of Default

Where, the Secretary of State determines that an Event of Default or a Material Breach has or may have occurred, the Secretary of State may by written notice to the Grant Recipient take any one or more of the following actions:

- (a) suspend the payment of Grant for such period as the Secretary of State shall determine; and/or
- (b) reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- (c) cease to make payments of Grant to the Grant Recipient under this Funding Agreement and (in addition) require the Grant Recipient to repay to the Secretary of State the whole or any part of the amount of Grant previously paid to the Grant Recipient; and/or
- (d) terminate this Funding Agreement.

12.4. Opportunity for the Grant Recipient to remedy an Event of Default

- (a) If the Secretary of State gives written notice to the Grant Recipient pursuant to clause 12.3(a) to suspend payment of Grant, such notice shall specify the relevant Event of Default and give the Grant Recipient an opportunity to rectify the relevant Event of Default within such period as the Secretary of State shall determine to be reasonable and as shall be set out in such written notice (or such extended period as the Secretary of State shall thereafter determine).
- (b) The written notice referred to in clause 12.4(a) above may include a requirement for the Grant Recipient to provide specified information to the Secretary of State to assist him to determine whether the default has been rectified to his satisfaction.
- (c) Where the rectification of the default requires a Change the procedure under clause 9 shall be followed.
- (d) The Secretary of State shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Secretary of State, capable of remedy, exercise its rights under either clause 12.3(c) or clause 12.3(d) unless the Grant Recipient has failed to rectify the default pursuant to clause 12.4(a) within such period referred to in clause 12.4(a) to the satisfaction of the Secretary of State.

12.5. Continued rights of actions or remedies of the Secretary of State

The exercise by the Secretary of State of its rights under clause 12.3 shall be without prejudice to any other right of action or remedy of the Secretary of State in respect of any breach by the Grant Recipient of the provisions of this Funding Agreement.

12.6. Cessation of entitlement to Grant

If the Secretary of State exercises its right under clause 12.3(c) the Secretary of State shall give written notice to the Grant Recipient that the Secretary of State is ceasing to make payment of Grant and from the date of such notice the Secretary of State shall cease to be under any obligation to pay any amount of Grant to the Grant Recipient under the Funding Agreement.

12.7. Liability to meet demand for repayment of Grant and Covenant to Pay

- (a) Where the Secretary of State requires the Grant Recipient to repay any amount of Grant, the Grant Recipient shall repay the amount concerned within 20 Working Days of receiving the demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.
- (b) Where the Secretary of State makes a determination to recover any amount of Grant, it may recover the amount concerned by withholding or deducting the amount from any sum due from the Secretary of State to the Grant Recipient under this Funding Agreement or under any funding agreement for the support of any other project or activities by the European Regional Development Fund, or under any other agreement with the Secretary of State.
- (c) The Secretary of State may require interest to be paid on any amount repayable by the Grant Recipient in accordance with the rates published in the Official Journal of the European Union from time to time.

12.8. Reduction in grant for underperformance

- (a) This clause applies where the Secretary of State determines that the Grant Recipient has underperformed against the Targets specified in Schedule 3 to such degree that in a reduction in Grant may be made in accordance with the underperformance weightings and methodology set out in Schedule 4.
- (b) Where this clause applies, the Secretary of State shall give written notice to the Grant Recipient specifying the Targets it has underperformed against and giving the Grant Recipient an opportunity to rectify that underperformance within such period as the Secretary of State shall determine to be reasonable and as shall be set out in such written notice (or such extended period as the Secretary of State shall thereafter determine).
- (c) The written notice referred to in the paragraph above may include a requirement for the Grant Recipient to provide specified information to the Secretary of State to assist him to determine whether that underperformance has been rectified to his satisfaction.
- (d) Where the rectification of the underperformance requires a Change the procedure under clause 9 shall be followed.

- (e) Where the Grant Recipient fails to rectify the underperformance to the Secretary of State's satisfaction within the specified time period, the Secretary of State may by written notice to the Grant Recipient, reduce the amount of Grant allocated to the Project by an amount calculated in accordance with the underperformance weightings and methodology set out in Schedule 4.
- (f) Where the amount of Grant is reduced under this clause, the Secretary of State shall either require the Grant Recipient to repay to the Secretary of State the whole or any part of the amount of Grant previously paid to the Grant Recipient and/or shall offset it from a future Grant Claim, as appropriate.

12.9. Corrections

- (a) Notwithstanding any other provision in this Funding Agreement the Secretary of State may impose a Correction. If a Correction is imposed a notice will be sent to the Grant Recipient setting out the Irregularity that the Secretary of State considers has occurred together with the level of Correction imposed having regard to any applicable guidelines and/or the value of the Grant Claim to the extent that the Irregularity applies to it.
- (b) If a Correction is imposed the Grant Recipient shall either pay the amount or agree to the Correction being offset from a future Grant Claim as the case may be. The Secretary of State shall be at liberty to offset an amount of Grant in anticipation of a Correction pending the final outcome of any discussions or representations made by the Secretary of State and/or the Grant Recipient in respect of the Correction.
- (c) The Grant Recipient shall be at liberty to make representations in writing to the Secretary of State setting out the reasons it considers that the Correction should be adjusted together with evidence in sufficient detail to enable the Secretary of State to reconsider the requirement for the Correction provided always that the Secretary of State's decision shall be final and binding.

12.10. Exclusion of Liability

- (a) Neither party shall be liable to the other party (so far as permitted by law) for indirect special or consequential loss or damage in connection with this Funding Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.
- (b) Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Funding Agreement.
- (c) With respect to other claims so far as permitted by law the Secretary of State shall under no circumstances whatever be liable to the Grant Recipient whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any Losses arising under or in connection with this Funding Agreement that would exceed the amount of the Maximum Sum less any amount of Grant Paid.
- (d) Any clause limiting the Grant Recipient's liability does not apply in relation to a Correction that is applied in accordance with the terms of this Funding Agreement.

13. ASSIGNMENT OR CHARGING OF THE FUNDING AGREEMENT

- 13.1.** The Grant Recipient may not, without the prior written consent of the Secretary of State, assign its rights under the Funding Agreement or charge the benefit of the Funding Agreement or novate the rights and liabilities of the Funding Agreement to a third party.
- 13.2.** If the Grant Recipient wishes to assign, charge or novate its rights and liabilities under the Funding Agreement, it will give as much notice as possible of its proposals to the Secretary of State and will provide a full account of relevant circumstances and such further particulars as the Secretary of State shall request concerning the party to which the Funding Agreement is proposed to be assigned, novated or charged.
- 13.3.** The Secretary of State shall determine as to whether or not to give consent to an assignment or novation or charging of the Funding Agreement or as to any conditions to be imposed.
- 13.4.** If the Secretary of State consents to an assignment, charge or novation, then the Secretary of State may notify the Grant Recipient that the documentation giving effect to the assignment, charge or novation is to be approved by the Secretary of State and copies of all completed documents supplied to the Secretary of State upon completion of the same.

14. MONITORING PROGRESS AND REPORTING/ NOTIFICATIONS

14.1. Submission of progress reports

- (a) The Grant Recipient must send to the Secretary of State, at such intervals as the Secretary of State shall notify in writing to the Grant Recipient, a report on progress made towards the achievement of the Targets. Without prejudice to any provision of any of this Funding Agreement conferring a remedy for failure to achieve any of the Targets, this obligation shall subsist until the Targets have been achieved or, if earlier, until the end of the Useful Economic Life of the Assets.
- (b) The Grant Recipient must provide such additional information in such format as the Secretary of State may at any time require. This includes information about the progress of the Project Activities, the achievement of the Targets and any other information required to enable the Secretary of State to meet its reporting obligations and other obligations under State Aid Law and the Structural and Investment Funds Regulations.
- (c) The Grant Recipient warrants the accuracy of the reports and information it gives pursuant to this clause 14 and further warrants that it has diligently made full and proper enquiry of the subject matter pertaining to the reports and information given.

14.2. Notification by the Grant Recipient

The Grant Recipient shall notify the Secretary of State in writing:-

- (a) as soon as practicable thereafter firstly in the event of any Change in the information on costs (whether actual or estimated) of carrying out the Project Activities contained in the Application and secondly of any event which materially affects the continued accuracy of such information;
- (b) as soon as practicable thereafter, in the event of the receipt of any other public sector financial assistance or guarantees of other public sector financial Assistance or other funding obtained by the Grant Recipient in relation to the Project, or an offer of the same, in respect of any aspect of the Project or the Project Activities (or any part of it or them);
- (c) as soon as practicable thereafter, of any event which might adversely affect the carrying out and/or Completion of the Project Activities or any part of them;
- (d) prior to any proposed Disposal or any charging of any Asset during its Useful Economic Life;
- (e) prior to any change of use of any Asset from the Approved Use during its Useful Economic Life;
- (f) as soon as practicable thereafter, of any event which might adversely affect the delivery of the Project by the Agreed Activity End Date;
- (g) within 5 Working Days of any Disposal, details of that Disposal of the whole or any part of the Assets up to that date, together with details and evidence of the consideration obtained and (if required by the Secretary of State) together with copies of all relevant documentation; and
- (h) forthwith, on the occurrence of an Event of Default.

14.3. Records

- (a) The Grant Recipient shall provide the Secretary of State with such information and documentation as the Secretary of State may require in connection with the Project from the date of the Funding Agreement to the date on which the Grant Recipient has fulfilled all its obligations under this Funding Agreement.
- (b) The Grant Recipient shall comply with and assist the Secretary of State to comply with the requirements for an audit trail under the Structural and Investment Funds Regulations including (but not limited to) the detailed minimum requirements under Article 25 of Regulation 480.
- (c) This Grant Recipient shall keep a record of all Eligible Expenditure, all quotes, tenders and procurement practices, all financial contributions made towards the Project and all income generated by the Project.
- (d) The Grant Recipient will provide to the Secretary of State such information as is available as to the number of persons employed in connection with the Project and such other information as may be requested by the Secretary of State as to the benefits derived from the provision of funding for the Project.
- (e) The Grant Recipient must comply with the requirements of the Secretary of State regarding the keeping of records available on the Secretary of State Website.

14.4. Retention of documents

- (a) Without prejudice to any other provision of this Funding Agreement and the Grant Recipient's obligations pursuant to State Aid Law, the Grant Recipient will ensure that all documents relating to the Project and its implementation and financing are retained for a two year period from 31 December following the submission of the accounts to the European Commission in which the final expenditure for the Completed Project is included, in order that these may be made available to the European Commission and European Court of Auditors upon request in accordance with Article 140 of Regulation 1303.
- (b) The Secretary of State shall notify the Grant Recipient of the start date of the two year period referred to in the paragraph above.
- (c) In addition to the obligation under paragraph (a) above, the Grant Recipient shall ensure that all documents relating to the Project and its implementation and financing are retained as necessary in order to demonstrate compliance with any applicable State Aid law, the Structural and Investment Funds Regulations and the obligations under this Funding Agreement. The Secretary of State has published the National European Development Fund Document Retention Guidance in order to assist the Grant Recipient to determine how long documents should be retained for in order to demonstrate compliance.
- (d) The Grant Recipient will make available the documents relating to the Project and its implementation and financing if and when required to do so by the Secretary of State, the European Court of Auditors, the European Commission auditors, the National Audit Office (and also their respective auditors).
- (e) The documents referred to in this clause shall be kept and made available either in the form of the originals or certified true copies of the originals or on commonly accepted data carriers including electronic versions of original documents or documents existing in electronic version only. The National European Development Fund Document Retention Guidance provides guidance on commonly accepted data carriers and the procedure for certifying conformity with original documents.
- (f) Where documents exist in electronic form only, the computer systems used shall meet accepted security standards which ensure that the documents held meet with national legal requirements and can be relied upon for audit purposes. The equipment and software used to store the documents shall be retained and kept functional for a two year period from 31 December following the submission of the accounts in which the final expenditure for the Completed Project is included.

14.5. Conflicts of interest and financial irregularities

- (a) The Grant Recipient, any Delivery Partner and all officers, employees and other persons engaged or consulted by the Grant Recipient in connection with the Project shall not be in a position where there is a conflict of interest. The Grant Recipient is required to have formal procedures obliging all such persons to declare any actual or potential personal or financial interest in any matter concerning the Project, and to be excluded from any discussion or decision-making relating to the matter concerned. Any such conflicts must be reported to the Secretary of State in writing.

- (b) If the Grant Recipient has any grounds for suspecting any financial impropriety in the use of any amount paid under the Funding Agreement, it must notify the Secretary of State immediately, explain what steps are being taken to investigate the suspicion, and keep the Secretary of State informed about the progress of the investigation. For these purposes “financial impropriety” includes fraud or other impropriety; mismanagement; use of Grant for improper purposes; and failure to comply with requirements in the Structural and Investment Funds Regulations relating to the control and propriety of project expenditure.
- (c) The Secretary of State shall be entitled to interview employees of the Grant Recipient if fraud or other financial irregularity is suspected by the Secretary of State on the part of the Grant Recipient, its employees or agents in connection with the Project.

15. ACCOUNTING RECORDS AND SUPPORTING EVIDENCE AND AUDIT

- 15.1.** The Grant Recipient shall and shall procure that a Delivery Partner shall maintain full and accurate accounts and documentary evidence for the Project on an open book basis and the Grant Recipient will and shall Procure that a Delivery Partner will permit the Secretary of State and persons authorised by the Secretary of State to inspect audit and take copies of all reports books accounting records and vouchers which the Secretary of State properly considers relevant to the Project.
- 15.2.** The Grant Recipient shall and shall procure that a Delivery Partner shall maintain either a separate accounting system or an adequate accounting code for all transactions relating to the operation without prejudice to national accounting rules.
- 15.3.** The Grant Recipient shall and shall procure that a Delivery Partner shall comply with the Secretary of State’s audit monitoring and reporting requirements for grant recipients.
- 15.4.** The Grant Recipient shall and shall procure that a Delivery Partner shall provide the Secretary of State with such other information as the Secretary of State may require in connection with the Project and the Project Activities.
- 15.5.** The Grant Recipient shall and shall procure that a Delivery Partner shall cooperate fully and promptly with an Audit.
- 15.6.** Where the Project has been selected for Audit and the Secretary of State requires information from the Grant Recipient in order to respond to findings made in the draft Audit report, the Secretary of State shall write to the Grant Recipient with a list of requested information.
- 15.7.** The Grant Recipient shall provide the Secretary of State with the requested information within 14 days of receiving the request unless permission for an extension of time is granted in writing by the Secretary of State.
- 15.8.** The Grant Recipient acknowledges that failure to provide the requested information within the timeframe specified in clause 15.7 above may result in an Irregularity being found in relation to the Project which requires reimbursement to the budget of the European Union.

- 15.9.** Without prejudice to any other provision of this Funding Agreement, where the Grant Recipient has been notified that the Project has been selected for Audit and
- (a) The Grant Recipient has previously failed to comply fully and promptly with an Audit; or
 - (b) an Irregularity has previously been found in relation to the Project,
- the Secretary of State may, at his discretion, withhold payment of Grant until a subsequent Audit has been completed to the Secretary of State's satisfaction.

16. CONFIDENTIALITY

- 16.1.** Except to the extent set out in this clause 16 or where disclosure is expressly permitted elsewhere in this Funding Agreement, each party shall:-
- (a) treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - (b) not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 16.2.** Clause 16.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000, 'Code of Practice on Access to Government Information' or the Environmental Information Regulations;
 - (b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Funding Agreement; or
 - (e) it is independently developed without access to the other party's Confidential Information.
- 16.3.** The Grant Recipient may only disclose the Secretary of State's Confidential Information to the Grant Recipient Personnel who are directly involved in the Project and who need to know the information, and shall ensure that such Grant Recipient Personnel are aware of and shall comply with these obligations as to confidentiality.
- 16.4.** The Grant Recipient shall not, and shall procure that the Grant Recipient Personnel do not, use any of the Secretary of State's Confidential Information received otherwise than for the purposes of this Funding Agreement.
- 16.5.** Nothing in this Funding Agreement shall prevent the Secretary of State from disclosing the Grant Recipient's Confidential Information:

- (a) to any Crown body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;
 - (b) to any consultant, contractor or other person engaged by the Secretary of State;
 - (c) (where such Confidential Information is contained in the Application, any Grant Claim or any progress report submitted in respect of the Project), to any member of a Local Enterprise Partnership European Structural and Investment Fund Sub-Committee for the purpose of monitoring and evaluating the Project, subject to clause 16.7.
 - (d) to a person receiving technical assistance in accordance with Regulation 1303 for the purpose of monitoring and evaluating the Project.
 - (e) to enable the Secretary of State to meet its reporting obligations and other obligations under State Aid Law and the Structural and Investment Funds Regulations for the purpose of clause 14.1(b) of this Funding Agreement;
 - (f) for the purpose of any Audit pursuant to clause 15 of this Funding Agreement;
 - (g) for the purpose of the examination and certification of the Secretary of State's accounts; or
 - (h) for any examination pursuant to Section 6(1) or Section 7ZA of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Secretary of State has used its resources.
- 16.6.** The Secretary of State shall use all reasonable endeavours to ensure that any Crown Body, government department, Contracting Authority, external auditor, employee, third party or Sub-contractor to whom the Grant Recipient's Confidential Information is disclosed pursuant to clause 16.5 is made aware of the Secretary of State's obligations of confidentiality.
- 16.7.** The Secretary of State may agree not to disclose specified Confidential Information contained in the Application, any Grant Claim or progress report to a member of the Local Enterprise Partnership European and Structural Investment Sub-Committee where the Grant Recipient has requested in writing that such information be withheld, including where it is considered to be commercially sensitive.
- 16.8.** Notwithstanding the foregoing the Grant Recipient hereby consents to the Secretary of State using and disclosing (including to the press) any techniques, ideas or know-how gained during the performance of the Project Activities and/or Funding Agreement. The Grant Recipient warrants to the Secretary of State that neither the Intellectual Property Rights nor any publication by the Secretary of State of the project related know-how will infringe, in whole or in part, any Intellectual Property Right of any other person and agrees to indemnify and hold the Secretary of State harmless against any and all claims, demands and proceedings arising directly or indirectly out of the Secretary of State's publication or use of the Project Related Know-how where this gives rise to or is alleged to give rise to an infringement of third party Intellectual Property Rights.

17. THE SECRETARY OF STATE DATA

- 17.1.** The Grant Recipient shall not delete or remove any proprietary notices contained within or relating to the Secretary of State Data.
- 17.2.** The Grant Recipient shall not store, copy, disclose, or use the Secretary of State Data except as necessary for the performance by the Grant Recipient of its obligations under this Funding Agreement or as otherwise expressly authorised in writing by the Secretary of State.
- 17.3.** The Grant Recipient shall take responsibility for preserving the integrity of the Secretary of State Data and preventing the corruption or loss of the Secretary of State Data.
- 17.4.** If at any time the Grant Recipient suspects or has reason to believe that the Secretary of State Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Grant Recipient shall notify the Secretary of State immediately and inform the Secretary of State of the remedial action the Grant Recipient proposes to take.

18. DATA PROTECTION

- 18.1.** With respect to the parties' rights and obligations under this Funding Agreement, the parties agree that both the Secretary of State and the Grant Recipient are Data Controllers with independently determined purposes and means of processing Personal Data. The parties shall use the Personal Data for the following independent purposes:
 - (a) The Secretary of State shall use the Personal Data for the purpose of assessing the Grant Recipient's compliance with its obligations under this Funding Agreement; and
 - (b) The Grant Recipient shall use the Personal Data for purpose of complying with its obligations under this Funding Agreement.
- 18.2.** The Grant Recipient and the Secretary of State shall comply at all times with the Data Protection Legislation.
- 18.3.** The Grant Recipient shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Funding Agreement in such a way as to cause the Secretary of State to breach any of its applicable obligations under the Data Protection Legislation.

19. SECURITY REQUIREMENTS

- 19.1.** The Grant Recipient shall, as an enduring obligation throughout the term of this Funding Agreement, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the Information Communications and Technology Environment.
- 19.2.** Notwithstanding clause 19.1, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious

Software causes loss of operational efficiency or loss or corruption of the Secretary of State Data, assist each other to mitigate any losses and to restore the Project Activities to their desired operating efficiency.

19.3. Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 19.2 shall be borne by the parties as follows:

- (a) by the Grant Recipient where the Malicious Software originates from the Grant Recipient Software, the Third Party Software or the Secretary of State Data (whilst the Secretary of State Data was under the control of the Grant Recipient); and
- (b) by the Secretary of State if the Malicious Software originates from the Secretary of State Software or the Secretary of State Data (whilst the Secretary of State Data was under the control of the Secretary of State).

20. GRANT RECIPIENT WARRANTIES

The Grant Recipient warrants, represents and undertakes for the duration of the term of this Funding Agreement that:-

- (a) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Grant Recipient's obligations under this Funding Agreement;
- (b) it has and will continue to have all necessary rights in and to the Grant Recipient Software or any Third Party Software and/or the Intellectual Property Rights, or any other materials made available by the Grant Recipient and/or the sub-contractors to the Secretary of State necessary to perform the Grant Recipient's obligations under this Funding Agreement;
- (c) in performing its obligations under this Funding Agreement, all Software used by or on behalf of the Grant Recipient will:
 - (i) be currently supported versions of that Software; and
 - (ii) perform in all material respects in accordance with its specification,
- (d) as at the Start Date all statements and representations in the Grant Recipient's Application are to the best of its knowledge, information and belief, true and accurate and that it will advise the Secretary of State of any fact, matter or circumstance of which it may become aware which would render any such statement, representation to be false or misleading; and
- (e) it shall at all times comply with Law in carrying out its obligations under this Funding Agreement;
- (f) It has the power and authority to execute, deliver and perform its obligations under this Funding Agreement and no limit on its powers will be exceeded as a result of the acceptance of the Funding or any of the terms pursuant to this Funding Agreement;
- (g) there has been no adverse change in the Grant Recipient's business, assets or financial condition since the submission of the Application to the Secretary of State and that the Application is true in all respects on the date of this Funding Agreement;

- (h) no regulatory investigation by any United Kingdom or European Union authorities has been commenced or is pending in respect of the Project or the Grant Recipient, or if there has been a regulatory investigation, it has been concluded to the satisfaction of the Secretary of State.

21. NOTICES

- 21.1.** Any notice demand or communication to be given or served under this Funding Agreement shall be in writing.
- 21.2.** Subject to any other term of this Funding Agreement, any notice demand or communication to be given or served under this Funding Agreement upon the Secretary of State shall be given or served:
 - (a) by personal delivery or by sending it by pre-paid recorded postal delivery to the address specified in the Funding Agreement for the attention of the Reopening High Streets Safely Fund, Ministry of Housing, Communities and Local Government, 2 Marsham Street, London SW1P 4DF or to such other address as may from time to time be notified by the Secretary of State;
 - (b) by e-mail to the e-mail address specified in the Project Specific Conditions or such other address as may from time to time be notified by the Secretary of State; or
 - (c) where directed to do so by the Secretary of State, using the Secretary of State's System on line facility, in accordance with the terms of use of that facility.
- 21.3.** Any notice demand or communication to be served upon the Grant Recipient, shall be given or served:
 - (a) by personal delivery or by sending it by pre-paid recorded postal delivery to the address specified in this Funding Agreement or such other address as may from time to time be notified by the Grant Recipient to the Secretary of State;
 - (b) by e-mail to the e-mail address specified in the Project Specific Conditions or to such other address as may from time to time be notified by the Secretary of State; or
 - (c) using the Secretary of State's System on line facility.
- 21.4.** Any such notice shall (where sent by post) be deemed to have been served and received on the second working day following the day of posting and where delivered personally be deemed to have been given when delivery is made. An email or notice given using the Secretary of State's on line facility shall be deemed delivered when sent unless an error message is received.
- 21.5.** If the Grant Recipient shall comprise more than one person the service of any notice demand request or other communication on any one of such persons shall constitute good service on all of them.

22. VALUE ADDED TAX

- 22.1.** The payment of the Grant by the Secretary of State under the Funding Agreement is believed to be outside the scope of Value Added Tax but if any Value Added Tax shall

become chargeable all payments shall be deemed to be inclusive of all Value Added Tax and the Secretary of State shall not be obliged to pay any additional amount by way of Value Added Tax.

- 22.2.** All sums or other consideration payable to or provided by the Grant Recipient to the Secretary of State at any time shall be deemed to be exclusive of all Value Added Tax payable and where any such sums become payable or due or other consideration is provided the Grant Recipient shall at the same time or as the case may be on demand by the Secretary of State in addition to such sums or other consideration pay to the Secretary of State all the Value Added Tax so payable upon the receipt of a valid Value Added Tax invoice.

23. GOOD FAITH AND COOPERATION

The Grant Recipient covenants with the Secretary of State that:-

- (a) it shall at all times act with the utmost good faith towards the Secretary of State and will at all times co-operate fully with the Secretary of State;
- (b) it will comply with all the Secretary of State's reasonable requirements in relation to the Project from time to time; and
- (c) it will not do anything which will put the Secretary of State in breach of any of its obligations in relation to the Operational Programme.

24. INSURANCE

- 24.1.** The Grant Recipient covenants with the Secretary of State that it will ensure that it maintains at all times adequate insurance cover with an insurer of good repute to cover all claims and liabilities under this Funding Agreement and any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Project.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 25.1.** A person who is not party to this Funding Agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Funding Agreement.

26. JURISDICTION

- 26.1.** This Funding Agreement shall be governed by and construed in accordance with the law of England and each party submits to the exclusive jurisdiction of the English Courts.

27. MISCELLANEOUS

- 27.1.** Nothing in this Funding Agreement shall constitute a partnership or joint venture between the parties to this Funding Agreement or constitute the Grant Recipient as

the agent of the Secretary of State for any purpose whatsoever, and the Grant Recipient shall ensure that any Delivery Partner is made aware of this.

- 27.2.** A certificate by the Secretary of State as to any sum payable under this Funding Agreement to the Grant Recipient shall be (save in the case of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.
- 27.3.** If at any time any of the provisions of this Funding Agreement become illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality validity nor enforceability of the remaining provisions of this Funding Agreement shall be in any way affected or impaired as a result.
- 27.4.** No failure or delay on the part of the Secretary of State in exercising any right or power and no course of dealing between the parties to this Funding Agreement shall operate as a waiver nor shall any single or partial exercise of any right power or remedy of the Secretary of State prevent any other or further or other exercise of it or the exercise of any other right power or remedy of the Secretary of State. The rights and remedies available to the Secretary of State under this Funding Agreement are cumulative and are in addition to and not in substitution for any other rights or remedies which the Secretary of State would otherwise have, however arising.
- 27.5.** Nothing contained in or done under this Funding Agreement and no consents given by the Secretary of State shall prejudice the Secretary of State's rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, bye-laws, instruments orders or regulations.
- 27.6.** Nothing in this Funding Agreement nor any other document shall impose any obligation or liability on the Secretary of State with respect to any actions of or obligations or liabilities assumed or incurred by the Grant Recipient or its agents, contractors or employees whether under contract, statute or otherwise.
- 27.7.** Any approval by the Secretary of State or any person on behalf of the Secretary of State pursuant to this Funding Agreement of any matter submitted by the Grant Recipient for approval shall not be deemed to be an Acknowledgment by the Secretary of State of the correctness or suitability of the contents of the subject of the approval or consent.
- 27.8.** The fact that the Secretary of State or its representatives have supplied or received any documents or information or attended any meeting shall not in itself imply approval of any matters raised in any such document, information or meeting or relieve the Grant Recipient of any obligation or liability in respect of the Project Activities or otherwise.
- 27.9.** Nothing in this Funding Agreement shall affect the coming into force or the continuance in force of any provision of this Funding Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Funding Agreement.
- 27.10.** This Funding Agreement contains all the terms which the Secretary of State has agreed in relation to the subject matter of this Funding Agreement and supersedes any prior written or oral agreements representations or understandings between the Secretary of State and the Grant Recipient.

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

27.12. Notwithstanding any other provisions of this Funding Agreement, the Secretary of State shall not be entitled to be reimbursed or to recover any monies that it has paid under this Funding Agreement to the extent that it has already been compensated or reimbursed in respect of that same amount pursuant to this Funding Agreement.

ACCEPTANCE

This Funding Agreement has been entered into on the date stated at the beginning of it.

Signed for and behalf of

**THE SECRETARY OF STATE FOR HOUSING,
COMMUNITIES AND LOCAL GOVERNMENT**

Authorised Signatory: _____

Print Name: _____

Signed for and on behalf of

South Norfolk District Council

Authorised Signatory: _____

Print Name: _____

SCHEDULE 1 THE PROJECT SPECIFIC CONDITIONS

1. CONTRIBUTION RATES

1.1. The amount of Grant payable shall not exceed the maximum sum of £246,044.00 amount (two hundred forty-six thousand forty-four) and has been determined as follows:

- (a) 100% (being the Revenue Contribution Rate) of the Eligible Revenue Expenditure up to the Revenue Maximum Sum of £246,044.00 .

1.2. Contribution Rates by Category of Region

- (a) For the More Developed Region, the Revenue Maximum Sum is £246,044.00 payable at the Revenue Contribution Rate of 100%.

2. CONTACT

The principal contact for this Project in the Ministry of Housing, Communities and Local Government is Kamila Szewczyk on 0303 4446654 or kamila.szewczyk@cummunities.gov.uk. All correspondence, including any notices served pursuant to clause 21.2 in the main body of this Funding Agreement should be sent to the following address Reopening High Streets Safely Fund, Ministry of Housing, Communities and Local Government, 2 Marsham Street, London SW1P 4DF or by email to RHSSFund@communities.gov.uk. In the event that the Grant Recipient raises a complaint that arises in connection with this agreement, that complaint shall be dealt with according to the procedures set out in the Ministry of Housing, Communities and Local Governments' complaints procedure as published on gov.uk. In any correspondence please quote the Project reference number found on the front page of this Funding Agreement.

3. INSTALMENT PERIODS

The Instalment Period will be quarterly ending on 31 December. The first Instalment Period will start following the date on which the correctly executed Funding Agreement is received by the principal contact named above.

4. MILESTONE TABLE

	Milestone	Date
a)	Start Date	01/06/2020
b)	Agreed Financial Completion Date	31/03/2021
c)	Agreed Activity End Date	31/03/2021
d)	Agreed Project Practical Completion Date	31/03/2021
e)	The date of the submission of the first Grant Claim.	29/01/2021
f)	The date of the submission of the final Grant Claim.	29/04/2021

h)	Longstop date for legal agreement with Delivery Partners (see clause 7 below)	Within 30 days of the date of executing this Funding Agreement
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5. MATCH FUNDING

Not applicable. There is no match funding.

6. USEFUL ECONOMIC LIFE

6.1. Not applicable, the Grant will not be used for any Assets.

7. DELIVERY PARTNERS

7.1. The Grant Recipient is acting as the lead beneficiary for a consortium where the Grant Recipient and the following delivery partners will be making use of the Grant:

Broadland District Council

Thorpe Lodge, 1 Yarmouth Road, Norwich, NR7 0DU

“the Delivery Partners”

7.2. The Grant Recipient shall, within 30 days of the date of executing this Funding Agreement, enter into a legally binding agreement with [the][each] Delivery Partner[s] upon materially similar terms to this Funding Agreement comprising provisions guaranteeing the sound financial management of the Grant including (without limitation):

- (a) clauses enabling the Grant Recipient to verify that expenditure presented by the Delivery Partner has been incurred and corresponds to that portion of the Project Activities actually being delivered by the Delivery Partner;
- (b) clauses imposing liability upon the Delivery Partner in the event of any irregularity in the expenditure declared by such Delivery Partner; and
- (c) clauses enabling the Grant Recipient to recover any amounts unduly paid.

7.3. Without prejudice to clause 7.2 of these Project Specific Conditions above, the Grant Recipient shall be solely responsible for ensuring the successful implementation of the Project and the achievement of the Targets.

8. METHODOLOGY FOR DETERMINING ELIGIBLE EXPENDITURE

8.1. For the avoidance of doubt, the methodology for determining the Eligible Expenditure of the Project is set out in the Reopening High Streets Safely Guidance and Grant Claims shall be submitted in line with this methodology. For the avoidance of doubt, all Eligible Expenditure must also be compatible with that set out in the Eligibility Rules.

- 8.2.** Where the implementation of the Project gives rise to indirect costs, they are to be calculated at a flat rate of 15% of eligible direct staff costs in accordance with the Eligibility Rules.

9. INCOME GENERATION

- 9.1.** Not applicable

10. STATE AID

- 10.1.** [The Grant Recipient has undertaken an evaluation of the Project and concluded that the Grant for the Project Activities will not constitute State Aid (within the meaning set out in Article 107(1) of the TFEU and the relevant case law). The Grant Recipient has provided confirmation of this position within the Grant Action Plan Form.

The Grant Recipient shall use all reasonable endeavours to maintain the 'no aid' structure and shall promptly inform the Secretary of State where it has reason to believe that the Project is no longer operating under a 'no aid' structure.

SCHEDULE 2

REOPENING HIGH STREETS SAFELY FUND GUIDANCE



Ministry of Housing,
Communities &
Local Government



European Union

European Regional
Development Fund

Reopening High Streets Safely Fund

Guidance

Version 2 – 29 May 2020



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If you have any enquiries regarding this document/publication, complete the form at <http://forms.communities.gov.uk/> or write to us at:

Ministry of Housing, Communities and Local Government
Fry Building
2 Marsham Street
London
SW1P 4DF
Telephone: 030 3444 0000

For all our latest news and updates follow us on Twitter: <https://twitter.com/mhclg>

May 2020

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Introduction

Councils across England are to share £50m of additional funding to support the safe reopening of high streets and other commercial areas. The money will allow local authorities in England to put in place additional measures to establish a safe trading environment for businesses and customers, particularly in high streets, through measures that extend to the end of March 2021. This funding comes on top of the Government's comprehensive package of support for business and workers during the economic emergency.

Expenditure for reimbursement under this grant will be eligible from 1 June. The detail of the requirements of this ERDF grant will be covered in a Funding Agreement which we hope to have agreed with all local authorities by the end of June. Once this agreement is in place then claims for reimbursement for expenditure incurred from 1 June can begin to be made. The grant awards will be available to access up until the end of March 2021. Given the nature of the funding and size of the award we would encourage use of the funding by the end of this year to address immediate needs in 2020.

This guidance provides details of the activities that can be supported through the Fund and an overview of how it will be administered, as well as key contractual requirements. Our expectation is that funding should be managed at the lowest responsible tier of local government where it is possible and appropriate to do so. This information is designed to provide councils with the information they need now, in advance of the Funding Agreement being in place, to inform expenditure incurred from 1 June. Councils should refer to this guidance along with links to additional information. Any expenditure incurred that is not eligible cannot be reimbursed. If you do have any questions about this, please contact the department using the contact details below.

Scope of the fund

Activities covered by the Fund

The Fund will provide councils with additional funding to support their business communities with measures that enable safe trading in public places. The Fund will particularly focus on our high streets, as well as other public places that are at the heart of towns and cities gearing up to reopen as safe, welcoming spaces. The Fund will support 4 main strands of activity:

1. Support to develop an action plan for how the local authority may begin to safely reopen their local economies.

This plan may be one that is completely new or amends or builds on existing ones such as high street servicing and delivery plans. When developing your action plan you may wish to consider the High Streets Task Force's [COVID-19 Recovery Framework](#).

It is not essential that a local authority develops these plans but in considering how to use this funding, all local authorities are encouraged to engage businesses, business organisations, lower tier authorities such as parish councils, and other relevant stakeholders when considering how to use this award. In addition, where temporary changes to the public realm are being proposed the respective local authority should work in partnership with public sector landowners as appropriate.

2. Communications and public information activity to ensure that reopening of local economies can be managed successfully and safely:

The local authority will want to effectively communicate to its citizens their role in ensuring that the local economy can reopen safely. It will be for local authorities to decide the most appropriate communication channels for their areas.

Examples of communication activities include:

- online and digital;
- media and press activities; and
- print and publications such as posters and leafleting campaigns.

There is scope to pay the salaries of staff or consultants to develop this work, but it is important that the local authority can evidence that this is additional activity beyond what was already underway prior to the grant being received.

The local authority should also note the ERDF publicity requirements when developing their campaigns. Further details on this can be viewed in the Publicity section of this document.

In developing and delivering this campaign the local authority will want to ensure that it is engaging businesses, business organisations, lower tier authorities (such as parish councils) and other relevant stakeholders.

3. Business-facing awareness raising activities to ensure that reopening of local economies can be managed successfully and safely.

The principle of this activity is the same as for communications to citizens, but it is recognised that the messaging needs to be different and as such part of a separate campaign. For example, the local authority may want to communicate to retail businesses on how to make temporary adjustments to their business premises and good practice for social distancing.

The campaigns should be focussed on supporting SMEs. It is recognised that broad campaigns such as those online may be picked up by larger enterprises incidentally, but they should not be specifically targeted.

The advice being provided in these campaigns should be focussed on those businesses that operate alongside public spaces and have customers.

Whilst it is recognised that the local authority may already have a campaign in place covering these issues this funding can be used to expand the scope of that existing activity or increase its intensity.

There is scope through this Fund to support information officers to go directly to SMEs to provide them with advice, where those businesses serve the public and are adjacent to public spaces. These roles would have to be new posts, the Fund cannot be used as subsidy for existing provision.

In developing and delivering this campaign the local authority will want to ensure that it is engaging businesses, business organisations, lower tier authorities such as parish councils and other relevant stakeholders.

4. Temporary public realm changes to ensure that reopening of local economies can be managed successfully and safely.

To ensure that public spaces that are next to businesses are as safe as possible, temporary changes will need to be made to the physical environment. Local authorities will already be undertaking these changes in line with HMG's [Safer Public Places – Urban Centres and Green Spaces guidance](#). This funding can be used to enhance that existing offer to increase the level of safety measures, improve their attractiveness and ensure consistency of approach across individual and multiple public spaces including high streets. In doing so the respective local authority should work in partnership with public sector landowners as appropriate to enable works to be undertaken.

These changes can help improve consumer confidence and increase, safely, the number of active consumers.

The costs associated with administering this grant will also be eligible for reimbursement up to 4% of the total grant value. This 4% would be taken directly from the grant itself; no additional funding is being provided to cover these administrative costs.

Activities out of scope

There are three main categories where activities cannot be supported:

- **Activity that provides no additionality** - The Government recognises that local authorities will already be delivering activity to ensure the safe reopening of their economies. This funding is intended to be additional funding on top of that existing activity; it should not be replacing the source for already committed expenditure. For example, if there is already a communications officer on staff then this funding cannot be used to subsidise their salary, but it can support a new temporary role to support the implementation. Similarly, if the authority's own in-house public works department undertakes works (e.g. additional road markings) the staff costs associated with this activity would not be eligible, although additional materials purchased for this purpose would be eligible.
- **Capital expenditure** – This funding is intended to help local authorities address the short-term issue of re-opening their local economies. It can support some temporary changes to the physical environment, but those changes should not be anticipated to last beyond 12 months, or until no longer required for social distancing.
- **Grants to businesses** – Funding cannot provide direct financial support to businesses to make adaptations to premises, purchase PPE, purchase goods or equipment or offset wages or other operating costs.

Managing the Funding

Funding Agreement

Grants will be awarded to local authorities on the basis of population which will serve as a proxy for the footfall anticipated on the high streets and the degree of safeguarding required. A minimum grant value of £30k has been set.

Grant Funding Agreements will be put in place between the Cities and Local Growth Unit (CLGU) and each local authority. These will show the grant allocations, along with more detailed guidance about delivery.

The Funding Agreement will be tailored to local authorities and the specific activities covered by the Fund, which will take place over a shorter duration than a typical ERDF project. An example of a full Funding Agreement can be found on [GOV.UK](https://www.gov.uk) which local authorities should review before any spending takes place.

Claiming Expenditure

Local authorities will be able to spend money on eligible activities from 1 June 2020 and claim it back from CLGU in arrears. The default position is that claims will be paid quarterly. Any local authority that will need to make more regular claims to CLGU will need to discuss this with them. A single claim can be made for the entire grant allocation, for instance where expenditure is for a single item.

A standard claims template will be provided for local authorities and as a minimum all claims should contain the following information:

- a summary of expenditure;
- details of every transaction, irrespective of value, that is included in the project expenditure in the claim period;
- details of the outputs, as set out in Annex B, and results achieved in the claim period; and
- details of procurements included in the claim
- a progress report for the claim period – a progress report will be required even if no funding is being claimed.

Eligibility

For costs to be eligible to this project, local authorities will need to ensure that they can evidence how these costs are over and above any that they might otherwise incur.

Project records

Evidence must be retained to demonstrate that any project expenditure is eligible and that costs have been defrayed. These records will need to be retained through the life of the project and for the relevant retention period. Examples of evidence include:

- invoices/receipts, purchase orders/contracts, payroll records, bank statements and accounting records;
- employment and salary costs must be evidenced by job descriptions; contracts of employment, payroll records and bank statements;
- core documents for any procurement carried out; and
- copies of all publicity materials, including press releases, marketing activity and posters displayed in venues where activity takes place must be retained to demonstrate proactive activity and the correct use of the EU logo and required text.

Regulatory requirements

Publicity

The ERDF branding requirements will need to be followed by all local authorities. The use of the ERDF logo, which includes the emblem and reference to the Fund, and the requirements set on colour use, sizing, visibility and positioning must be followed. The HMG logo must be used alongside the ERDF logo.

The requirements to be considered and met include:

- display the ERDF logo on all electronic and print publication materials used for information and communications supported by the Fund including:
 - advertisements, job advertisements, job descriptions and notices
 - leaflets, brochures, flyers and newsletters
 - promotional items
 - project documentation – e.g. reports, papers and letterheads
 - procurement material
 - social media tools
 - posters (see below for more details)
- display the ERDF logo on the relevant website – established specifically for Fund activities or a broader website used by the beneficiary, ensuring:
 - use of the colour ERDF logo
 - logo is visible upon landing, in viewing area and without the need to scroll
 - inclusion of a short description of the activities to be supported with aims and results

- display of at least one poster of minimum A3 size, readily visible to the public (e.g. the entrance area of a public building) at the location of the activities being implemented and containing information on the work being delivered
- ensuring inclusion of a reference to ERDF, the logo and use of ERDF notes to editors in any media and press activities

The full branding and publicity requirements including details of logo use can be found on [GOV.UK](https://www.gov.uk).

Procurement

Local authorities will need to ensure that all procurements are awarded in line with the Public Procurement Regulations. Procurements should therefore be carried out in an open and transparent way and an audit trail of the routes followed and the process will need to be retained. Consideration should also be given to the latest CCS guidance notes in direct response to the COVID-19 crisis.

The full guidance on Procurement can be found on [GOV.UK](https://www.gov.uk)

State Aid

Local authorities will need to ensure that funding is managed in accordance with State Aid law.

Further State Aid guidance on can be found on [GOV.UK](https://www.gov.uk)

Monitoring

Monitoring of the local authority will take place by CLGU. This will include as a minimum some or all of the following measures:

- checks on LA systems and processes for retaining an audit trail; and
- spot checks on expenditure items included in claims.

Additional Reporting

Given the bespoke nature of this project there will be a need to provide some additional reporting requirements to evidence the outputs and outcomes of the investments being made. Before beginning to spend your grant, you should look to set baselines for future measurement in particular relating to the current footfall in your high streets.

The costs of incurring these baselines, assuming they are not already available, can be covered as part of the costs associated with developing an action plan.

Contacts

If you have questions regarding this guidance please send them to RHSSFund@communities.gov.uk.

Annex A

Allocations per Local Authority

Local Authority	Allocation of £50 Million
Adur	£56,721
Allerdale	£86,416
Amber Valley	£113,424
Arun	£143,718
Ashfield	£114,527
Ashford	£116,814
Babergh	£81,635
Barking And Dagenham	£189,384
Barnet	£352,546
Barnsley	£219,400
Barrow-in-Furness	£58,858
Basildon	£165,814
Basingstoke And Deane	£155,751
Bassetlaw	£104,654
Bath And North East Somerset	£172,615
Bedford	£154,129
Bexley	£220,176
Birmingham	£1,016,937
Blaby	£91,482
Blackburn with Darwen	£131,610
Blackpool	£122,772
Bolsover	£71,400
Bolton	£253,140
Boston	£62,811
Bournemouth, Christchurch and Poole	£351,322
Bracknell Forest	£108,686
Bradford	£477,170
Braintree	£134,417
Breckland	£125,275
Brent	£295,907
Brentwood	£67,382
Brighton And Hove	£259,269
Bristol	£415,785
Broadland	£116,155
Bromley	£295,177
Bromsgrove	£88,668
Broxbourne	£85,547
Broxtowe	£101,458
Buckinghamshire Council	£481,588
Burnley	£78,757
Bury	£169,235

Local Authority	Allocation of £50 Million
Calderdale	£186,099
Cambridge	£110,674
Camden	£239,768
Cannock Chase	£89,622
Canterbury	£146,699
Carlisle	£95,875
Castle Point	£79,835
Central Bedfordshire	£255,873
Charnwood	£165,450
Chelmsford	£159,001
Cheltenham	£103,577
Cherwell	£133,843
Cheshire East	£339,533
Cheshire West and Chester	£305,395
Chesterfield	£92,638
Chichester	£108,161
Chorley	£105,438
City of London	£30,000
Colchester	£174,002
Copeland	£59,919
Corby	£64,668
Cornwall	£509,639
Cotswold	£81,144
Coventry	£334,307
Craven	£50,436
Crawley	£100,152
Croydon	£341,995
Dacorum	£137,473
Darlington	£94,239
Dartford	£100,466
Daventry	£77,158
Derby	£228,224
Derbyshire Dales	£63,808
Doncaster	£276,789
Dorset Council	£335,426
Dover	£105,542
Dudley	£285,548
Durham	£469,256
Ealing	£300,759
East Cambridgeshire	£79,895
East Devon	£130,992
East Hampshire	£108,114
East Hertfordshire	£132,170
East Lindsey	£126,238
East Northamptonshire	£84,908

Local Authority	Allocation of £50 Million
East Riding of Yorkshire	£301,870
East Staffordshire	£106,046
East Suffolk	£222,198
Eastbourne	£91,624
Eastleigh	£118,435
Eden	£46,899
Elmbridge	£120,877
Enfield	£295,948
Epping Forest	£116,694
Epsom And Ewell	£71,062
Erewash	£102,534
Exeter	£116,632
Fareham	£103,270
Fenland	£91,408
Folkestone and Hythe	£100,751
Forest of Dean	£77,635
Fylde	£71,758
Gateshead	£178,928
Gedling	£105,213
Gloucester	£115,135
Gosport	£75,131
Gravesham	£94,146
Great Yarmouth	£88,301
Greenwich	£258,441
Guildford	£131,382
Hackney	£252,053
Halton	£114,260
Hambleton	£80,700
Hammersmith And Fulham	£166,896
Harborough	£83,483
Haringey	£239,933
Harlow	£77,121
Harrogate	£141,714
Harrow	£221,203
Hart	£86,003
Hartlepool	£82,445
Hastings	£82,026
Havant	£112,726
Havering	£231,057
Herefordshire	£172,188
Hertsmere	£92,495
High Peak	£81,981
Hillingdon	£272,855
Hinckley And Bosworth	£101,469
Horsham	£128,132

Local Authority	Allocation of £50 Million
Hounslow	£240,811
Huntingdonshire	£157,826
Hyndburn	£71,676
Ipswich	£120,858
Isle of Wight	£126,269
Isles of Scilly	£30,000
Islington	£215,682
Kensington And Chelsea	£137,830
Kettering	£91,436
King's Lynn And West Norfolk	£134,654
Kingston upon Hull	£230,406
Kingston upon Thames	£156,784
Kirklees	£389,715
Knowsley	£133,288
Lambeth	£290,782
Lancaster	£128,905
Leeds	£701,810
Leicester	£318,069
Lewes	£91,677
Lewisham	£272,218
Lichfield	£92,501
Lincoln	£87,816
Liverpool	£443,129
Luton	£187,988
Maidstone	£153,551
Maldon	£57,609
Malvern Hills	£70,271
Manchester	£488,628
Mansfield	£97,256
Medway	£246,396
Melton	£45,239
Mendip	£102,863
Merton	£182,103
Mid Devon	£73,686
Mid Suffolk	£91,892
Mid Sussex	£133,898
Middlesbrough	£123,875
Milton Keynes	£239,276
Mole Valley	£76,828
New Forest	£159,208
Newark And Sherwood	£108,976
Newcastle upon Tyne	£267,011
Newcastle-under-Lyme	£115,378
Newham	£316,668
North Devon	£86,191

Local Authority	Allocation of £50 Million
North East Derbyshire	£90,043
North East Lincolnshire	£141,143
North Hertfordshire	£118,251
North Kesteven	£104,404
North Lincolnshire	£152,741
North Norfolk	£93,332
North Somerset	£191,439
North Tyneside	£183,918
North Warwickshire	£58,610
North West Leicestershire	£93,217
Northampton	£199,987
Northumberland	£284,807
Norwich	£125,962
Nottingham	£294,601
Nuneaton And Bedworth	£115,040
Oadby And Wigston	£50,503
Oldham	£210,417
Oxford	£134,950
Pendle	£81,195
Peterborough	£181,516
Plymouth	£233,129
Portsmouth	£191,340
Preston	£125,813
Reading	£144,780
Redbridge	£269,587
Redcar And Cleveland	£121,632
Redditch	£75,088
Reigate And Banstead	£132,263
Ribble Valley	£53,771
Richmond upon Thames	£175,408
Richmondshire	£46,921
Rochdale	£197,050
Rochford	£77,836
Rossendale	£63,416
Rother	£85,837
Rotherham	£235,727
Rugby	£96,315
Runnymede	£78,590
Rushcliffe	£106,208
Rushmoor	£83,473
Rutland	£35,627
Ryedale	£49,266
Salford	£230,071
Sandwell	£292,628
Scarborough	£96,527

Local Authority	Allocation of £50 Million
Sedgemoor	£109,807
Sefton	£244,167
Selby	£80,408
Sevenoaks	£107,106
Sheffield	£520,216
Shropshire	£288,194
Slough	£132,636
Solihull	£192,058
Somerset West and Taunton	£138,806
South Cambridgeshire	£140,440
South Derbyshire	£95,419
South Gloucestershire	£255,356
South Hams	£77,370
South Holland	£84,587
South Kesteven	£126,454
South Lakeland	£92,936
South Norfolk	£125,889
South Northamptonshire	£83,723
South Oxfordshire	£125,160
South Ribble	£97,965
South Somerset	£149,354
South Staffordshire	£99,469
South Tyneside	£133,554
Southampton	£225,271
Southend-on-Sea	£163,096
Southwark	£285,961
Spelthorne	£88,049
St Albans	£130,464
St. Helens	£160,220
Stafford	£121,848
Staffordshire Moorlands	£87,090
Stevenage	£77,818
Stockport	£259,403
Stockton-on-Tees	£174,891
Stoke-on-Trent	£227,484
Stratford-on-Avon	£116,036
Stroud	£106,463
Sunderland	£244,835
Surrey Heath	£78,494
Sutton	£182,487
Swale	£134,057
Swindon	£198,797
Tameside	£200,741
Tamworth	£67,445
Tandridge	£77,880

Local Authority	Allocation of £50 Million
Teignbridge	£119,835
Telford And Wrekin	£160,347
Tendring	£131,110
Test Valley	£112,403
Tewkesbury	£84,931
Thanet	£126,456
Three Rivers	£82,174
Thurrock	£155,810
Tonbridge And Malling	£117,531
Torbay	£121,293
Torridge	£61,179
Tower Hamlets	£292,962
Trafford	£210,672
Tunbridge Wells	£104,842
Uttlesford	£80,809
Vale of White Horse	£121,938
Wakefield	£311,389
Walsall	£253,601
Waltham Forest	£247,283
Wandsworth	£292,844
Warrington	£185,805
Warwick	£127,085
Watford	£85,637
Waverley	£111,270
Wealden	£143,302
Wellingborough	£71,209
Welwyn Hatfield	£109,901
West Berkshire	£139,795
West Devon	£49,619
West Lancashire	£100,989
West Lindsey	£84,598
West Oxfordshire	£97,972
West Suffolk	£159,294
Westminster	£232,924
Wigan	£290,046
Wiltshire	£449,858
Winchester	£110,972
Windsor And Maidenhead	£133,672
Wirral	£286,292
Woking	£89,172
Wokingham	£151,819
Wolverhampton	£234,488
Worcester	£90,121
Worthing	£98,168
Wychavon	£115,925

Local Authority	Allocation of £50 Million
Wyre	£99,180
Wyre Forest	£90,196
York	£186,219

Annex B

Reopening High Streets Safely Fund Outputs

(P14) Number of CV-19 Action Plans	
Terms	Definitions
Unit of Measurement	Number of CV-19 Action Plans
Investment Priorities where this indicator is used	IP3d
Count Criteria: What can be recorded against this indicator?	<ul style="list-style-type: none"> The CV-19 action plan must be focussed on activities that help ensure that Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) in the area covered by the plan are able to build their resilience and adaptability in the context of the economic impact of CV-19. For example, ensuring that they can trade safely whilst CV-19 nonpharmaceutical interventions (NPIs) are in place such as social distancing measures.
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	<ul style="list-style-type: none"> This CV-19 action plan may be one that either amends or adds to an existing plan or is completely new.
Count Exclusions: What activity cannot be counted against this indicator?	<ul style="list-style-type: none"> CV-19 action plans that do not include measures to build the resilience and adaptability of Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) in the area covered by the plan are excluded.
Verification Evidence: What records need to be retained to count this indicator?	<ul style="list-style-type: none"> A copy of the CV-19 action plan should be made available.

(P14) Number of CV-19 Action Plans	
Terms	Definitions
Additional Information Required for Indicator	<ul style="list-style-type: none"> No additional data is required.
Relationship to other Indicators	<ul style="list-style-type: none"> There is no direct relationship to other indicators.
Notes	<p>Action plans will be targeted at domestic and foreign-owned Small and Medium Sized Enterprises, including Social Enterprises; however, given the broad nature of this activity it is likely that they may indirectly benefit large companies too.</p> <p>Business is the term commonly used in the UK; the EU Regulations use enterprise.</p>

(P15) Number of CV-19 Public Information Campaigns	
Terms	Definitions
Unit of Measurement	Number of CV-19 Public Information Campaigns
Investment Priorities where this indicator is used	IP3d
Count Criteria: What can be recorded against this indicator?	<ul style="list-style-type: none"> • The CV-19 public information campaign must be focussed on activities that include <i>inter alia</i> promotion of local commercial areas, make the public aware of the precautions in place, enable the public to make informed travel choices on how best to visit commercial areas and enable the public to visit commercial areas safely whilst CV-19 nonpharmaceutical interventions (NPIs) are in place such as social distancing measures. • Examples of communication activities include but are not limited to: <ul style="list-style-type: none"> ○ online and digital; ○ media and press activities; and ○ print and publications such as posters and leafleting campaigns.
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	<ul style="list-style-type: none"> • This CV-19 public information campaign can be one that either is completely new, amends or adds to an existing campaign.
Count Exclusions: What activity cannot be counted against this indicator?	<ul style="list-style-type: none"> • CV-19 public information campaign that does not include measures to build the resilience and adaptability of local commercial areas in the area covered by the campaign are excluded.

(P15) Number of CV-19 Public Information Campaigns	
Terms	Definitions
Verification Evidence: What records need to be retained to count this indicator?	<ul style="list-style-type: none"> • A copy of the CV-19 public information campaign should be made available.
Additional Information Required for Indicator	<ul style="list-style-type: none"> • No additional data is required.
Relationship to other Indicators	<ul style="list-style-type: none"> • This indicator links to P16, number of CV-19 business facing campaigns. It is possible that a single campaign may be developed which covers both public and business facing elements. In those instances, then the campaign can be counted both under P15 and P16.
Notes	<p>Public campaigns will be targeted at supporting domestic and foreign-owned Small and Medium Sized Enterprises, including Social Enterprises; however, given the broad nature of this activity it is likely that they may indirectly benefit large companies too.</p> <p>Business is the term commonly used in the UK; the EU Regulations use enterprise.</p>

(P16) Number of CV-19 Business Facing Campaigns	
Terms	Definitions
Unit of Measurement	Number of CV-19 Business Facing Campaigns
Investment Priorities where this indicator is used	IP3d
Count Criteria: What can be recorded against this indicator?	<ul style="list-style-type: none"> • The CV-19 business facing campaign must be focussed on activities that help ensure that Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) in the area covered by the campaign are able to build their resilience and adaptability in the context of the economic impact of CV-19. For example, ensuring that they are to trade safely whilst CV-19 nonpharmaceutical interventions (NPIs) are in place such as social distancing measures. • Examples of communication activities include but are not limited to: <ul style="list-style-type: none"> ○ online and digital; ○ media and press activities; and ○ print and publications such as posters and leafleting campaigns.
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	<ul style="list-style-type: none"> • This CV-19 business facing campaign can be one that either is completely new, amends or adds to an existing campaign.
Count Exclusions: What activity cannot be counted against this indicator?	<ul style="list-style-type: none"> • CV-19 business facing campaign that does not include measures to build the resilience and adaptability of Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) in the area covered by the campaign are excluded.

(P16) Number of CV-19 Business Facing Campaigns	
Terms	Definitions
Verification Evidence: What records need to be retained to count this indicator?	<ul style="list-style-type: none"> • A copy of the CV-19 business facing campaign should be made available.
Additional Information Required for Indicator	<ul style="list-style-type: none"> • No additional data is required.
Relationship to other Indicators	<ul style="list-style-type: none"> • This indicator links to P15, number of CV-19 public facing campaigns. It is possible that a single campaign may be developed which covers both public and business facing elements. In those instances, then the campaign can be counted both under P15 and P16.
Notes	<p>Business facing campaigns will be targeted at supporting domestic and foreign-owned Small and Medium Sized Enterprises, including Social Enterprises; however, given the broad nature of this activity it is likely that they may indirectly benefit large companies too.</p> <p>Business is the term commonly used in the UK; the EU Regulations use enterprise.</p>

(P17) Number of CV-19 Communication Officers	
Terms	Definitions
Unit of Measurement	Number of CV-19 Communication Officers
Investment Priorities where this indicator is used	IP3d
Count Criteria: What can be recorded against this indicator?	<ul style="list-style-type: none"> The CV-19 communications officer must be focussed on activities that help ensure that Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) to build their resilience and adaptability in the context of the economic impact of CV-19 in the area covered by the ERDF support. Activities may include but are not limited to development and/ or delivery of the public information and/or business facing campaigns.
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	<ul style="list-style-type: none"> A CV-19 communications officer must be a new, paid, full-time equivalent (FTE) job on a fixed term contract.
Count Exclusions: What activity cannot be counted against this indicator?	<ul style="list-style-type: none"> CV-19 communications officers' activity that is not directed to building the resilience and adaptability of Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) in the area covered by the post are excluded.
Verification Evidence: What records need to be retained to count this indicator?	<ul style="list-style-type: none"> Written confirmation from a senior member of staff in the supported organisation confirming the post. This should include details of the job as advertised and start date, duration, and the number of hours per week.

(P17) Number of CV-19 Communication Officers	
Terms	Definitions
Additional Information Required for Indicator	<ul style="list-style-type: none"> No additional data is required.
Relationship to other Indicators	<ul style="list-style-type: none"> Where a communication officer is engaged in face to face engagement with businesses, either on a one to one basis or one to many, then there may be scope to count C1 (and relevant subsets) or P13 outputs. These are defined in the programmes output definition guidance which can be found here.
Notes	<p>Communication officer activity will be targeted at supporting domestic and foreign-owned Small and Medium Sized Enterprises, including Social Enterprises; however, given the broad nature of this activity it is likely that they may indirectly benefit large companies too.</p> <p>Business is the term commonly used in the UK; the EU Regulations use enterprise.</p>

(P18) Number of High Streets with CV-19 Adaptations	
Terms	Definitions
Unit of Measurement	Number of High Streets with Temporary CV-19 Adaptations
Investment Priorities where this indicator is used	IP3d
Count Criteria: What can be recorded against this indicator?	<ul style="list-style-type: none"> • Temporary CV-19 adaptations made to public spaces adjacent to commercial areas which help Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) to build their resilience and adaptability in the context of the economic impact of CV-19 in the area covered by the ERDF support. • Adaptations can include but are not limited to signage, street markings, temporary barriers, changes to street furniture or parking arrangements.
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	<ul style="list-style-type: none"> • Public spaces are defined as those under the control of a public sector organisation. • A High Street is defined as a cluster of 15 or more retail addresses within 150 metres. • Temporary is defined as a change to the environment that lasts no more than 12 months.
Count Exclusions: What activity cannot be counted against this indicator?	<ul style="list-style-type: none"> • Temporary CV-19 adaptations made to public spaces adjacent to commercial areas are excluded where they do not: <ul style="list-style-type: none"> ○ meet the count threshold criteria; ○ help the public access commercial areas in a safe way; or ○ help Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) to build their resilience and adaptability in the context of the economic impact of CV-19 in the area covered by the ERDF support.

(P18) Number of High Streets with CV-19 Adaptations	
Terms	Definitions
Verification Evidence: What records need to be retained to count this indicator?	<ul style="list-style-type: none"> • Invoices of expenditure incurred. • Where possible photographic evidence of the changes, ideally before and after.
Additional Information Required for Indicator	<ul style="list-style-type: none"> • No additional data is required.
Relationship to other Indicators	<ul style="list-style-type: none"> • There is no direct relationship to other indicators.
Notes	<p>Temporary CV-19 adaptations made to public spaces adjacent to commercial areas will be targeted at supporting domestic and foreign-owned Small and Medium Sized Enterprises, including Social Enterprises; however, given the broad nature of this activity it is likely that they may indirectly benefit large companies too.</p> <p>Where temporary changes to the public realm are undertaken the respective local authority should work in partnership with public sector landowners as appropriate.</p> <p>Business is the term commonly used in the UK; the EU Regulations use enterprise.</p>

(P19) Number of Neighbourhood Shopping Areas with CV-19 Adaptations	
Terms	Definitions
Unit of Measurement	Number of Neighbourhood Shopping Areas with Temporary CV-19 Adaptations
Investment Priorities where this indicator is used	IP3d
Count Criteria: What can be recorded against this indicator?	<ul style="list-style-type: none"> • Temporary CV-19 adaptations made to public spaces adjacent to commercial areas which help Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) to build their resilience and adaptability in the context of the economic impact of CV-19 in the area covered by the ERDF support. • Adaptations can include but are not limited to signage, street markings, temporary barriers, changes to street furniture or parking arrangements.
Count Threshold: What is the threshold or minimum requirement for recording (one count) of this indicator?	<ul style="list-style-type: none"> • Public spaces are defined as those under the control of a public sector organisation. • A neighbourhood shopping area is defined as a cluster of 14 or less retail addresses within 150 metres. • Temporary is defined as a change to the environment that lasts no more than 12 months.
Count Exclusions: What activity cannot be counted against this indicator?	<ul style="list-style-type: none"> • Temporary CV-19 adaptations made to public spaces adjacent to commercial areas are excluded where they do not: <ul style="list-style-type: none"> ○ meet the count threshold criteria; ○ help the public access commercial areas in a safe way; or ○ help Small and Medium Sized Enterprises, including Social Enterprises (see Notes below) to build their resilience and adaptability in the context of the economic impact of CV-19 in the area covered by the ERDF support.

(P19) Number of Neighbourhood Shopping Areas with CV-19 Adaptations	
Terms	Definitions
Verification Evidence: What records need to be retained to count this indicator?	<ul style="list-style-type: none"> • Invoices of expenditure incurred. • Where possible photographic evidence of the changes, ideally before and after.
Additional Information Required for Indicator	<ul style="list-style-type: none"> • No additional data is required.
Relationship to other Indicators	<ul style="list-style-type: none"> • There is no direct relationship to other indicators.
Notes	<p>Temporary CV-19 adaptations made to public spaces adjacent to commercial areas will be targeted at supporting domestic and foreign-owned Small and Medium Sized Enterprises, including Social Enterprises; however, given the broad nature of this activity it is likely that they may indirectly benefit large companies too.</p> <p>Where temporary changes to the public realm are undertaken the respective local authority should work in partnership with public sector landowners as appropriate.</p> <p>Business is the term commonly used in the UK; the EU Regulations use enterprise.</p>

SCHEDULE 3

GRANT ACTION PLAN FORM



Reopening High Streets Safely Fund Grant Action Plan

Local Authority Name	Name of Lead Contact	Tig Armstrong
South Norfolk Council	Telephone Number	07790 563 554
	Email Address	Tig.armstrong@broadland.gov.uk
	Name of Deputy Contact	Chloe Griffin

	Telephone Number	01603430496
	Email Address	Chloe.griffin@broadland.gov.uk

1. Proposed Activity:

A. Please complete the table below to reflect the activities you propose to use the RHSS Fund for.

No.	Area of Scope	Using bullet points briefly set out the specific activities you will undertake	Briefly set out how the activity does not duplicate existing activity	Total Indicative Budget £ per item Gross
1	Support to develop an action plan for how the local authority may begin to safely reopen their local economies.	<ul style="list-style-type: none"> Undertaking research to inform the action plan by procuring a consultant to look at the High Street/ Neighbourhood Shopping Area (NSA) and recommend ways to make it Covid secure. This will be temporarily managed by a research manager internally. Footfall counters to measure a baseline and end footfall count in our main high streets. 	<p>This specific work will be to gather research that informs our action plan and understanding of the high streets specifically in relation to the impact of Covid-19 and reacting to this.</p> <p>No one currently has a role to manage this research.</p> <p>We do not currently own any footfall counters.</p>	<p>£4000</p> <p>£8871</p> <p>£24354</p>
2	Communications and public information activity to ensure that reopening of local economies can be managed successfully and safely	<p>Phase one & Phase two: a campaign has been run to promote the safety measures that have been put in place for reopening the high streets, and to remind the public of the key safety messages. This has been done via:</p> <ul style="list-style-type: none"> Digital campaigns including social media Posters, pavement stickers and banners in key locations Communications officer to run campaigns 	<p>These are new campaigns that have not been previously delivered before Covid-19.</p> <p>There is no one currently in post to run these campaigns.</p>	<p>£40000</p> <p>£8325</p>

3	Business-facing awareness raising activities to ensure that reopening of local economies can be managed successfully and safely.	<ul style="list-style-type: none"> Phase one: Communication with businesses in key locations surrounding information on temporary changes to the high streets. Phase two: Business support portal with video content and template documents to support businesses to reopen. Employment of two Covid-19 business advice officers Business support package delivered by external partners to specifically offer individual advice for Covid-19 recovery 	<p>The communications provided to business were specifically on the subject of measures needed due to Covid-19 and reopening/growing following being closed.</p> <p>We do not currently own a portal such as the one proposed. These roles will specifically promote and guide businesses with information on the other support elements available here.</p> <p>We are not currently offering one to one advice and talks on the subject of recovery.</p>	<p>£60,000</p> <p>£13000</p> <p>£24500</p>
4	Temporary public realm changes to ensure that reopening of local economies can be managed successfully and safely.	<p>Phase one:</p> <ul style="list-style-type: none"> Hand Sanitizer dispensers and sanitizer refill Posters, signage and barriers <p>Phase two:</p> <ul style="list-style-type: none"> Further sanitizer refill 	<p>The items bought are specifically to provide social distancing and additional hygiene in crowded locations.</p> <p>This refill is needed for the various sanitizers that have been purchased.</p>	<p>(at risk below below)</p> <p>£4000</p>

B. At Risk Expenditure

Indicative amount of eligible expenditure you intend to incur between 01/06/20 and the date of the Funding Agreement with CLGU
£30,703.11
Please lists the costs you are incurring at risk before the signing of the Funding Agreement

08/06/2020	£ 41.60	Cubicle stickers
08/06/2020	£ 569.25	Lamppost Signs
08/06/2020	£ 120.18	Lamppost Signs
08/06/2020	£ 418.42	A2 Posters
08/06/2020	£ 25.30	Cable ties
30/06/2020	£ 189.95	Refill Of Sanitiser
30/06/2020	£1,196.00	A2 Boards - SNC Only
15/07/2020	£ 942.00	Outdoor Banner
26/08/2020	£ 379.90	Refill Of Sanitiser
26/08/2020	£ 75.98	Refill Of Sanitiser
14/08/2020	£ 303.92	Refill Of Sanitiser
09/09/2020	£ 379.90	Refill Of Sanitiser
29/07/2020	£ 379.90	Refill Of Sanitiser
29/07/2020	£ 379.90	Refill Of Sanitiser
18/06/2020	£ 835.78	Refill Of Sanitiser
21/07/2020	£1,670.60	10 units
30/09/2020	£ 379.90	Refill Of Sanitiser
16/09/2020	£ 379.90	Refill Of Sanitiser
31/08/2020	£ 379.90	Refill Of Sanitiser
21/10/2020	£ 379.90	Refill Of Sanitiser
10/11/2020	£ 379.90	Refill Of Sanitiser
16/06/2020	£2,398.85	Sanitiser
26/08/2020	£2,511.00	Sanitiser
02/09/2020	£2,231.45	Sanitiser
12/08/2020	£3,064.20	Sanitiser
09/09/2020	£ 669.60	Sanitiser
05/08/2020	£5,316.90	Sanitiser stations x31 and installation charge
14/10/2020	£2,059.80	Sanitiser station

11/11/2020	£1,201.55	Sanitiser stations, installation, fixing bolts and refill
11/11/2020	£ 996.67	For 200 Foamex Broadland A3 signs and cable ties

C. Alignment with COVID-19 Plans

Please describe how the above planned activity contributes to a national, regional or local COVID-19 plan and provide a copy of the plan.

Our activities within this project correlate with the regions Covid-19 plan, 'Norfolk & Suffolk Unlimited – Covid-19 Economic Recovery Restart Plan'. This plan lays out key activities that must take place in order to restart the local economy, including advice and support to businesses, transforming skills, and reimagining high streets. We set out within this plan our intention to launch the 'confidence' campaign driving public confidence to visit their market towns and providing safety measures to back this. We also set out our intention to provide business support and a single point of contact for this, which will be delivered through our business advice officer role and our business support portal.

These are also in line with our own local authority level Covid-19 Recovery plan which is under development at the moment.

D. Locations of activity

Please list the High Street (and Neighbourhood Shopping Area) locations that you intend to support with this activity and give details of which strand of activity will be implemented at each location. *Insert more rows if required.*

Type High Street / Neighbourhood Shopping Area	Name of location	Postcode(s)
High Street	Diss	IP22 4AB
High Street	Harleston	IP20 9AZ
High Street	Wymondham	NR18 0NS
High Street	Aylsham	NR11 6EH
High Street	Reepham	NR10 4JJ
High Street	Acle	NR13 3DY
Neighbourhood Shopping Area	Alpington & Yelverton	NR14 7NU
Neighbourhood Shopping Area	Bergh Apton	NR15 1AA
Neighbourhood Shopping Area	Brooke	NR15 1AB
Neighbourhood Shopping Area	Chedgrave	NR14 6HG
Neighbourhood Shopping Area	Ellingham	NR35 2PH
Neighbourhood Shopping Area	Hales	NR14 6SX
Neighbourhood Shopping Area	Hethersett	NR9 3AB
Neighbourhood Shopping Area	Framingham Earl	NR14 7TQ
Neighbourhood Shopping Area	Hingham	NR9 4AF
Neighbourhood Shopping Area	Little Melton	NR9 3AD
Neighbourhood Shopping Area	Loddon	NR14 6ET
Neighbourhood Shopping Area	Long Stratton	NR15 2XJ
Neighbourhood Shopping Area	Poringland	NR14 7RP
Neighbourhood Shopping Area	Pulham Market	IP21 4SU
Neighbourhood Shopping Area	Rockland – St. Mary	NR14 7HQ

Neighbourhood Shopping Area	Surlingham	NR14 7DH
Neighbourhood Shopping Area	Toft Monks	NR34 0ER
Neighbourhood Shopping Area	Seething	NR15 1AL
Neighbourhood Shopping Area	Pulham St Mary	IP21 4QT
Neighbourhood Shopping Area	Stoke Holy Cross	NR14 8NX
Neighbourhood Shopping Area	Blofield	NR13 4AA
Neighbourhood Shopping Area	Brundall	NR13 5AA
Neighbourhood Shopping Area	Cawston	NR10 4AE
Neighbourhood Shopping Area	Coltishall	NR12 7DW
Neighbourhood Shopping Area	Drayton	NR8 6PW
Neighbourhood Shopping Area	Freethorpe	NR13 3LY
Neighbourhood Shopping Area	Hellesdon	NR6 5QA
Neighbourhood Shopping Area	Lingwood	NR13 4AZ
Neighbourhood Shopping Area	Little Plumstead & Thorpe End	NR13 5HP, NR13 5AJ
Neighbourhood Shopping Area	Old Catton	NR6 7QA
Neighbourhood Shopping Area	Rackheath	NR13 6LT
Neighbourhood Shopping Area	Reepham	NR10 4JJ
Neighbourhood Shopping Area	Salhouse	NR13 6RW
Neighbourhood Shopping Area	South Walsham	NR13 6DQ
Neighbourhood Shopping Area	Spixworth	NR10 3AF
Neighbourhood Shopping Area	Strumpshaw	NR13 4NT
Neighbourhood Shopping Area	Taverham	NR8 6AD
Neighbourhood Shopping Area	Thorpe St Andrew	NR7 OJG
Neighbourhood Shopping Area	Upton	NR13 6BT

E. Permissions

Please confirm that you will have all the necessary permissions in order to carry out the temporary public realm changes and that you will be able to evidence this upon request. Tick to confirm: ☒

2. Stakeholder Engagement

Briefly set out how you have engaged with business organisations, Local Highway and Transport Authorities, lower tier authorities such as parish councils, and other relevant stakeholders when considering how to use the RHSS funding.

A. Please list which organisations and sectors you have engaged with?
Business organisations within the selected locations
Local Highways and Transport Authorities
Local town and parish councils
Local town team groups (including residents, business owners, and local community groups)
Public transport companies impacted
Private land owners (where permission has been required)
B. Please provide details of the engagement activities these stakeholders have been involved with?
<p>The above organisations have been engaged with through our public campaign, or through direct communication.</p> <p>Direct communication has come in the form of one of the following:</p> <ul style="list-style-type: none"> • Written letter or email correspondence • Telephone conversations with a project staff member • Virtual meeting • Physical meeting with social distancing in place

C. Delivery Partners

See Grant Action Plan Guidance for details on the role of Delivery Partners and their associated requirements.

i. Do you intend to include any other tier of local government as a Delivery Partner(s)? Yes / No

ii. If yes, please complete the following table:

Name of Delivery Partner (please insert rows as required)	What RHSS project activity will they deliver?	Why are they the most appropriate body to deliver the activity?
Broadland District Council	Phase one activity & phase two activity	Delivery of the phase one and phase two activity within their own district area as the contact there, whilst South Norfolk Council has been the lead for procurement of the items.

iii. For each Delivery Partner you are required to secure a Service Level Agreement for their RHSS Fund activity.

Name of Delivery Partner (please insert rows as required)	Please confirm that you have a signed SLA with each Delivery Partner	
	Yes – Submit with Grant Action Plan	No – provide date when SLA will be submitted
Broadland District Council	Yes	

3. Outputs

Please indicate the volume for each output your activity will address.

	Output	Number of outputs
P14	Number of CV-19 Action Plan	1
P15	Number of CV-19 Public Information Campaigns	2
P16	Number of CV-19 Business Facing Campaigns	2

P17	Number of CV-19 Communication Officers	1
P18	Number of High Streets with Temporary CV-19 Adaptations	6+
P19	Number of Neighbourhood Shopping Areas with Temporary CV-19 Adaptations	39+

4. Claims

i. Please complete the table with the start and end date for the expenditure associated with the RHSS Fund activity.

Start Date	1/6/2020
End Date	31/3/2021

ii. Please select the claim quarter(s) in which you plan to submit a grant claim and insert a forecast value for each claim.

Claim	Claim Submission Period	Tick to indicate a claim submission in this period	Claim Forecast Value £ (Gross)
20Q3	July 2020 – September 2020	n/a	
20Q4	October 2020 – December 2020		
21Q1	January 2021 – March 2021		
21Q2	March 2021 – May 2021	X	£227.435.12

Yes	Yes
No	

iii. Please indicate whether you plan to claim the 4% Management and Admin from within your grant allocation

iv. If you propose to claim staff costs in line with the RHSS Fund Guidance, please complete the table below

Area of Scope	Role Title	Salary	Cost to be Claimed
2. Communications and public information activity to ensure that reopening of local economies can be managed successfully and safely	Communication officer	49950	8325
3. Business-facing awareness raising activities to ensure that reopening of local economies can be managed successfully and safely.	Business advice officer x 2	52000	13000
1. Support to develop an action plan for how the local authority may begin to safely reopen their local economies.	Research manager	35485	8871

5. **Monitoring and Evaluation:** Please indicate all of the monitoring methods you will utilise to demonstrate the impact of the project activities.

Monitoring Method	Tick to confirm	Brief description
Footfall counts	yes	Increased footfall across 6 High Streets
Businesses reopening	yes	We will measure the number of businesses with a rateable premises that were open and trading before Covid-19, had to close during the spring lockdown and were then able to reopen again following our high street activities and the lockdown ending.
Businesses closed	yes	We will measure the percentage of empty rateable premises in our high street locations before covid-19 and compare with at the end of the project in March/April.

Other		
-------	--	--

6. Financial Management and Control

i.

Describe the financial management and control procedures for the project; including the process for compiling, authorising and ensuring only eligible and defrayed expenditure is included in RHSS claims
A project team was established to identify installations and services that would enable the reopening of the high streets, and fit within the RHSSF criteria. An officer was then tasked to obtain quotes for the appropriate items, working with the fund representative. The Assistant Director of Economic Development has then made the decision on which items to include.
Please describe the document management system for the project and how the audit trail will be maintained and accessible for the period required under the terms of the Funding Agreement, this includes retrieving original invoices and ensuring evidence of costs incurred is available.
The documents relating to this project will be stored on a secure drive within the council server, and the financial evidence such as invoices will be kept additionally on the council's finance system for six years, in accordance with our data retention policy.

ii. Please indicate whether or not the RHSS funded activities will result in any **Fixed and or Major Assets** NO

iii. If Yes you are required to list the potential assets, and describe the system(s) in place to record asset details in compliance with ERDF Guidance

The assets we have purchased through this funding are under the threshold in value for what the council would consider listing as a fixed asset.

iv. **VAT** – Please advise whether or not the project budget includes any VAT you cannot recover from HMRC (recoverable VAT). Note we may need confirmation of this by way of a letter from the council's finance department.? NO

v.**VAT** – If irrecoverable VAT will be claimed, please describe how this is captured through the claims procedure and how your financial processes will ensure that it is not being claimed as part of the normal VAT return.

N/A

7. **Procurement:** Please provide details of all the procurements you have and/or will undertake in relation to RHSS eligible expenditure. **Applicants should note that procurements will be tested in detail in the lifetime of a project and by different independent bodies. In the event of non - compliance/irregularity financial penalty will be imposed in line with EU guidance. This can be up to 100% of the procurement expenditure.**
It remains the responsibility of the Local Authority to ensure all procurements are compliant.

Anticipated value of the contract	Brief description of works, supplies or services that will be provided under the contract	What procurement process do you anticipate using to select the supplier? (Please tick)				Procurement status (Please tick)	
		OJEU	Advertised	Three Quotes	Direct Award	Procurement in progress/ to be started	Procurement completed
£2400 (anticipated but we had to spend more five months later taking this figure up to £3367)	Posters/Signage etc				X		X
Initially thought to be £5000, we had to buy extra over several months taking this to £21,124. Enclosed is a cross border interest	Hand Sanitizer Stations				X		X

form with justification.							
£8825	Hand Sanitizer chemical solution			X			X
£1390	Banners				X		X
£60,000	Business Support Portal		X			X	
£40,000	Business campaign (digital marketing costs)		X			X	
£24500	Business support sessions			X		X	
£4000	Action plan research consultancy contract			X		X	
£24354	Footfall counters			X		X	

8. **State Aid:** This section MUST be completed in conjunction with section 8 of the accompanying Grant Action Plan Guidance. CLGU has conducted its own analysis of the State Aid position of the RHSS project and concluded that there is no State Aid due to the nature of the RHSS eligible activities. This position has been set out in Annex A of the accompanying Grant Action Plan Guidance. However it is the responsibility of each Local Authority in receipt of RHSS funding to ensure that they are compliant with State Aid law.

- i. Have you read and understood CLGU's State Aid position as set out in Annex A of the Grant Action Plan Guidance? YES
- ii. Have you completed your own State Aid analysis? YES
- iii. Does your State Aid analysis agree with CLGU's position that there is no State Aid associated with RHSS funded activity? YES

iv. If yes, and you will deliver the project such that there is no State Aid:

Describe how you will ensure that there is no State Aid

All items will be procured in accordance with EU state aid regulations.

v.If you have conducted your own State Aid analysis and concluded that there *would be* State Aid, you must complete **Annex A State Aid Analysis** below.

9. Policies and Documents

i.It remains the responsibility of the Council to ensure that the policies are fit for purpose. RHSS Fund will not provide formal approval of policies.

Policies and Documents Required	Tick to confirm you have attached	Policies and Documents Required	Tick to confirm you have attached
Counter Fraud Policy	yes	Sustainable Development	Yes
Conflict of Interest Policy and Register	Yes	Document Retention	Yes
Equal Opportunities	yes	Risk Register	Yes

ii.**Please confirm that you have read and understood the ERDF Guidance including but not limited to Eligibility, State Aid, Branding and Publicity and Procurement and that you will deliver the project in compliance with the requirements.**

Select to confirm: ☒

Declaration & Signature

I declare that I have the authority to represent *South Norfolk Council* in submitting the Grant Action Plan.

I understand that RHSS Fund acceptance of this Grant Action Plan does not in any way signify that the proposed activity described above is eligible and compliant with the requirements of the RHSS Fund.

On behalf of South Norfolk Council and having carried out full and proper inquiry, I confirm to the RHSS Fund:


- That the information provided in this application is accurate.
- I am not aware of any relevant information, which has not been included in the application, but which if included is likely to affect the eligibility and compliance of the activity.

I confirm to the RHSS Fund:

- That I shall inform the RHSS Fund if, prior to any RHSS funding being legally committed to South Norfolk Council, I become aware of any further information which might reasonably be considered as material to the RHSS Fund in deciding whether to enter into a Funding Agreement.
- I am aware that if the information given in this application turns out to be false or misleading, the Reopening High Streets Safely Fund may demand the repayment of funding and/or terminate the RHSS funding agreement.

I confirm that I am aware that checks can be made to the relevant authorities to verify this declaration and any person who knowingly or recklessly makes any false statement for the purpose of obtaining grant or for the purpose of assisting any person to obtain grant is liable to be prosecuted. A false or misleading statement will also mean that approval may be revoked, and any grant may be withheld or recovered with interest.

Local Authorities should be aware that any expenditure incurred before the signing of an RHSS Grant Funding Agreement is entirely at their own risk and may render the project ineligible for support.

Signed		Name (print)	Tig Armstrong
Position	Assistant Director of Economic Development	Date	13/01/21

Annex A – State Aid Analysis

State Aid Law
i. Please list all the organisations (if known) which may benefit from the funding of the project. If they are not known, list the types of organisations that might benefit from the funding.
N/A
ii. For each organisation or type of organisation that may benefit from the project, (including the Local Authority and any Delivery Partners) identify whether they meet the State Aid test. If you believe an organisation or type/ group of organisations is outside the scope of State Aid, please provide the reasons.

Local Authorities may wish to refer to the European Commission's "Notion of State Aid" guidance and the Ministry of Housing, Communities and Local Government's European Regional Development Fund guidance on State Aid law available at <https://www.gov.uk/government/publications/european-structural-and-investment-funds-state-aid-documents>.

N/A

iii. For each beneficiary and or type of beneficiary that the Local Authority regards as being in receipt of State Aid, identify which exemption(s) they will be using to provide the aid in accordance with State Aid law¹.

Name of beneficiary or type of beneficiaries	Name of Exemption	Scheme reference number

Where a project is funded under an exemption based on the General Block Exemption Regulations (651/2014), the Local Authority is required to either (a) confirm that the project falls within the scope of Regulation 6(5) or (b) to submit a separate document to demonstrate incentive effect in line with Regulation 6(2) containing the following information:

- (a) the applicant undertaking's name and size
- (b) a brief description of the project, including start and end dates
- (c) the location of the project
- (d) a full list of the project costs used to determine the allowable level of funding
- (e) the form of the aid
- (f) the amount of public money needed for the project.

N/A

iv.If you intend to use exemption(s) to deliver the Project, have you read the terms of the scheme and meet all the relevant terms.

Yes or No

v.If you intend to use De Minimis, please outline what work has been undertaken to ensure that this is the most appropriate mechanism.

vi.Are you subject to an outstanding recovery order in respect of State Aid?

Yes or No

vii.Describe the system in place for collecting and recording the required information for audits and returns?

N/A

SCHEDULE 4 UNDERPERFORMANCE METHODOLOGY

Methodology for calculating penalty for operation underperformance						
Methodology						
	OUTPUTS TO BE INCLUDED IN THE CALCULATION (Up to 4 outputs to be selected according to Priority Axis and those contracted for this operation)		OUTPUT 1	OUTPUT 2	OUTPUT 3	OUTPUT 4
			Output reference / ID Output description / Indicator	Output reference / ID Output description / Indicator	Output reference / ID Output description / Indicator	Output reference / ID Output description / Indicator
			NB: will be Performance Framework output where contracted			
Basic Facts	Total Project Value (a)	£ value as per schedule 1 of FAL / details as per latest variation				
	Contracted Target (b)		Number contracted as per schedule 3 of FAL	Number contracted as per schedule 3 of FAL	Number contracted as per schedule 3 of FAL	Number contracted as per schedule 3 of FAL
	Evidenced / actual achievement (c)		Number actually achieved at time of calculation	Number actually achieved at time of calculation	Number actually achieved at time of calculation	Number actually achieved at time of calculation
Calculated Variance	Variance (number) (d)		(b) - (c)	(b) - (c)	(b) - (c)	(b) - (c)
	Variance (%) (e)		(d) / (b) x 100	(d) / (b) x 100	(d) / (b) x 100	(d) / (b) x 100
Weighting	Up to 15% below target = normally deal with via project change process 16% and 25% below a weighting of 5% would normally be applied 26% and 50% below a weighting of 10% would normally be applied Over 50% below would normally result in a weighting of at least 15% (f)	(f)	identify weighting as appropriate (see e). B: Where a project has overachieved the variance (e) will appear as a negative figure. The corresponding % as a negative (using the criteria here) should be added as the weighting against the indicator. This allows for the overachievement to be taken into account in the calculation of the penalty.	identify weighting as appropriate (see e). B: Where a project has overachieved the variance (e) will appear as a negative figure. The corresponding % as a negative (using the criteria here) should be added as the weighting against the indicator. This allows for the overachievement to be taken into account in the calculation of the penalty.	identify weighting as appropriate (see e). B: Where a project has overachieved the variance (e) will appear as a negative figure. The corresponding % as a negative (using the criteria here) should be added as the weighting against the indicator. This allows for the overachievement to be taken into account in the calculation of the penalty.	identify weighting as appropriate (see e). B: Where a project has overachieved the variance (e) will appear as a negative figure. The corresponding % as a negative (using the criteria here) should be added as the weighting against the indicator. This allows for the overachievement to be taken into account in the calculation of the penalty.
	Indicator Value (£) (g)		(a) * 0.55	(a) * 0.15	(a) * 0.15	(a) * 0.15
Establish the value of the variance for each indicator as a proportion of the value of the operation.						
Penalty	Underperformance value (£) (h)		(g) x (f)	(g) x (f)	(g) x (f)	(g) x (f)
	Potential Reduction Value (£) (i)	sum all (h)s				

**NOT FOR PUBLICATION BY VIRTUE OF SCHEDULE 12A OF PART 1
PARAGRAPH 3 OF THE LOCAL GOVERNMENT ACT 1972 (AS AMENDED) BY
THE LOCAL AUTHORITIES (ACCESS TO INFORMATION) (VARIATION) ORDER
2006 (contains information relating to the financial or business affairs of any
particular person (including the authority holding that information))**

Pages 122 to 125 are not available to the public because the information is confidential as it includes exempt information about the financial or business affairs of a person

Agenda Item: 4
Economic Success Policy Development Panel
7 June 2021

SKILLS AND TRAINING PROJECT

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Portfolio: Economic Development

Wards Affected: All

Purpose of the Report:

This paper is intended to achieve the following:

- Outline the background and context of the local economic situation – specifically policy changes and changes in the economic environment that impact upon skills and training
- Define the target cohorts for our skills and training offer
- Provide a summary of the Councils' current skills and training provision
- Taking the previous sections into account, outline a project plan that will enable us to have a positive impact for the identified cohorts

Recommendations:

1. To note the impacts on skills, training and the wider economy in South Norfolk and Broadland and to note the intended approach to tailor our support to specific cohorts of residents and start-up businesses.
2. To comment on the potential establishment of a central apprenticeship fund, funded by recurring underspend of existing budgets.

1. Summary

1.1. This paper is intended to achieve the following:

- Outline the background and context of the local economic situation – specifically policy changes and changes in the economic environment that impact upon skills and training
- Define the target cohorts for our skills and training offer
- Provide a summary of the Councils' current skills and training provision
- Taking the previous sections into account, outline a project plan that will enable us to have a positive impact for the identified cohorts

2. Background

2.1 National Economic Position

2.1.1 The Covid-19 pandemic has had a significant impact on the UK economy. Despite some recovery being observed since April 2020, the economy was 7.9% smaller in October than it was pre-lockdown. A number of predictive recovery models with slightly differing estimations are available. These broadly project GDP to recover to late 2019 levels between 2022-2025¹. The following quote from the Organisation for Economic Co-operation and Development (OECD) outlines the current situation:

*'In both scenarios, the recovery, after an initial, rapid resumption of activity, will take a long time to bring output back to pre-pandemic levels, and the crisis will leave long-lasting scars - a fall in living standards, high unemployment and weak investment. Job losses in the most affected sectors, such as tourism, hospitality and entertainment, will particularly hit low-skilled, young, and informal workers'*²

2.1.2 The scenario described by the OECD is borne out in the following data:

- In the three months to October 2020, redundancies reached a record high of 370,000³. Data produced by Adzuna on UK job adverts shows that graduate jobs have decreased at a time of year when they would usually increase significantly. Key industries like construction and IT are yet to see any recovery.⁴

¹ [FT - Bank of England Tempers Forecasts for UK Economic Rebound](#)

² [OECD - Economic Outlook June 2020](#)

³ [ONS - March 2020 Coronavirus Round Up](#)

⁴ [ONS - Weekly Vacancies \(Experimental Statistics\)](#)

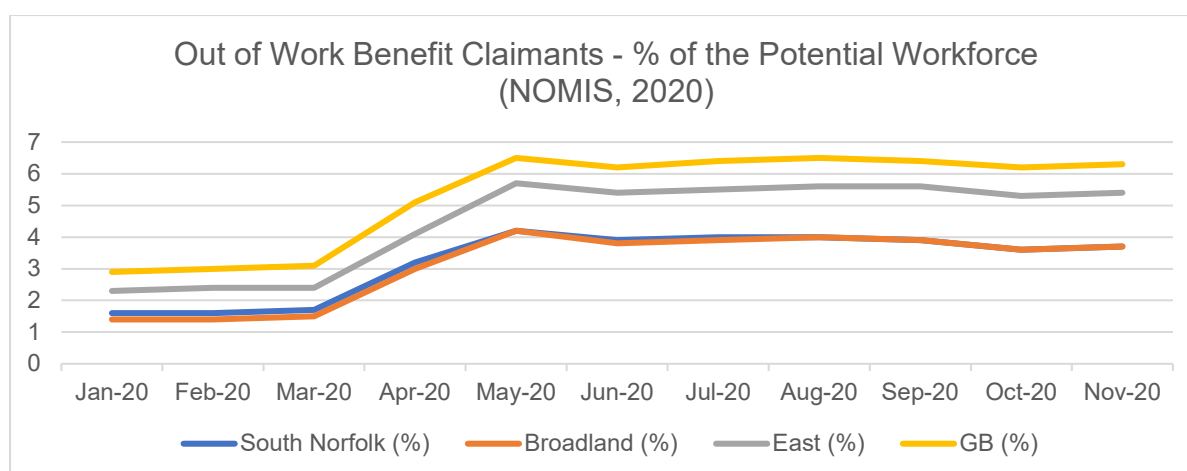
- As of 28th Jan 2021, there were only a quarter of jobs advertised in catering and hospitality compared to the same time the previous year. Vacancies in education have reduced by a third year-on-year⁵.
- According to HMRC, the overall workforce has shrunk slightly, although early retirement due to COVID-19 accounts for some of this reduction. The vast majority of this change can be attributed to job losses⁶.
- Polling by the Resolution Foundation suggests that 13% of renters have fallen behind on their rent during the COVID-19 pandemic⁷.

2.2 South Norfolk and Broadland's Economic Position

2.2.1 There was roughly a doubling in the out of work benefit claimant rate between March and May 2020 in South Norfolk and Broadland. The level has now stabilised at around 4% in both districts.

2.2.2 The rate is similar for men and women. However, the claimant rate for under 25's is around twice that of the general population in both Broadland (7.9%) and South Norfolk (6.6%). The impact on young people reflects a national trend.

Figure 1 – *Local Out of Work Benefit Claimants*



2.2.3 Research by the Centre for Progressive Policy predicted that South Norfolk and Broadland would be amongst the third of local authorities whose economies would fully recover in five years. Additionally, the Joseph

⁵ [ONS - Coronavirus and the Latest Indicators for the UK Economy and Society: 28 January 2021](#)

⁶ [HMRC - PAYE Real Time Information](#)

⁷ [Resolution Foundation - Coping with Housing Costs Six Months On](#)

Rowntree Foundation has published research suggesting that recovery in our areas will be in the best 20% of the country.

- 2.2.4 Crucially, this may mean that future targeted support may not go towards our areas (especially in light of the 'levelling up' agenda). This presents a strong rationale for reviewing our current skills and training offer to ensure the Councils are providing a good level of support for those who need it most.

3. Current Position

3.1 The South Norfolk and Broadland Joint Inclusive Growth Strategy (2019)

- 3.1.1 The South Norfolk and Broadland Joint Inclusive Growth Strategy⁸ outlined a number of issues relating to skills and training in the local area. These included:

- A shortage of public sector staff, such as social work and care workers
- A lack of defined career paths, leading to low aspiration, particularly amongst manual workers
- Insufficient numbers of graduate level opportunities in Norfolk
- Disadvantaged pupils in Norfolk are much less likely to access Higher Education (HE) study at undergraduate or postgraduate level than the UK average
- 13% of children in South Norfolk and Broadland are at risk of NEET (Not in Education, Employment or Training)
- A lack of skilled apprenticeships locally, with many being low paid
- Barriers to accessing adult education

- 3.1.2 According to the Institute of Fiscal Studies (IFS), the pandemic has not affected groups equally and is likely to have exacerbated existing inequalities, such as those listed in the previous section.

- 3.1.3 There has been increased economic disadvantage for young people⁹, with the closure of schools likely to have deepened the socio-economic divide in educational attainment. The effects of the pandemic have been felt particularly strongly by lower earners, with 80% of those in the bottom 10% of the earning distribution working in either a closed down sector or unlikely to have the option of working from home.

- 3.1.4 This section has outlined the concerning economic context in which we are reviewing our skills and training offer. In order to provide the most effective support to those who have been affected by the pandemic, it is necessary to identify specific cohorts in which to concentrate our efforts.

⁸ [Joint Inclusive Growth Strategy Project Plan](#)

⁹ [Health Foundation - Generation COVID-19](#)

3.2 Defining Our Cohorts

3.2.1 To optimise the impact of our interventions, we intend to focus our skills and training proposal on specific cohorts. In light of the significant contribution to skills, training and increasing human capital made by other organisations, we have focused on:

- Targeting specific cohorts of residents who will have been adversely affected by the economic consequences of the pandemic
- Identifying and targeting gaps in support to avoid duplicating provision, to ensure we help those who would not otherwise benefit from skills and training interventions

3.2.2 As such, using the contextual analysis at the start of the paper, combined with a knowledge of local factors affecting our residents, we identified seven initial target groups. Following further refinement, these were narrowed down to four distinct cohorts:

- School leavers
- Higher education leavers
- Recently unemployed including underemployed
- Start ups (Individuals and entrepreneurs looking to start their own business)

3.2.3 Appendix 1 outlines our potential target cohorts and the rationale for their inclusion. Additional groups were considered for inclusion, however, these were excluded following further refinement. Existing support or a lack of specificity formed the rationale for not pursuing other cohorts.

3.2.4 To ensure the Councils' skills and training offer does not duplicate existing provision, an internal and external mapping exercise was undertaken to identify the support our chosen targets currently receive. This can be found in Appendix 2.

3.2.5 As models from the OECD and Office for Budget Responsibility (OBR) on the medium- and long-term impacts on the economy, businesses and unemployment rely heavily on assumptions around the success (or otherwise) of the vaccination programme and the level of government support, a summary of the schemes that have been introduced by central government in order to mitigate the impacts of coronavirus on employment are also included in Appendix 2.

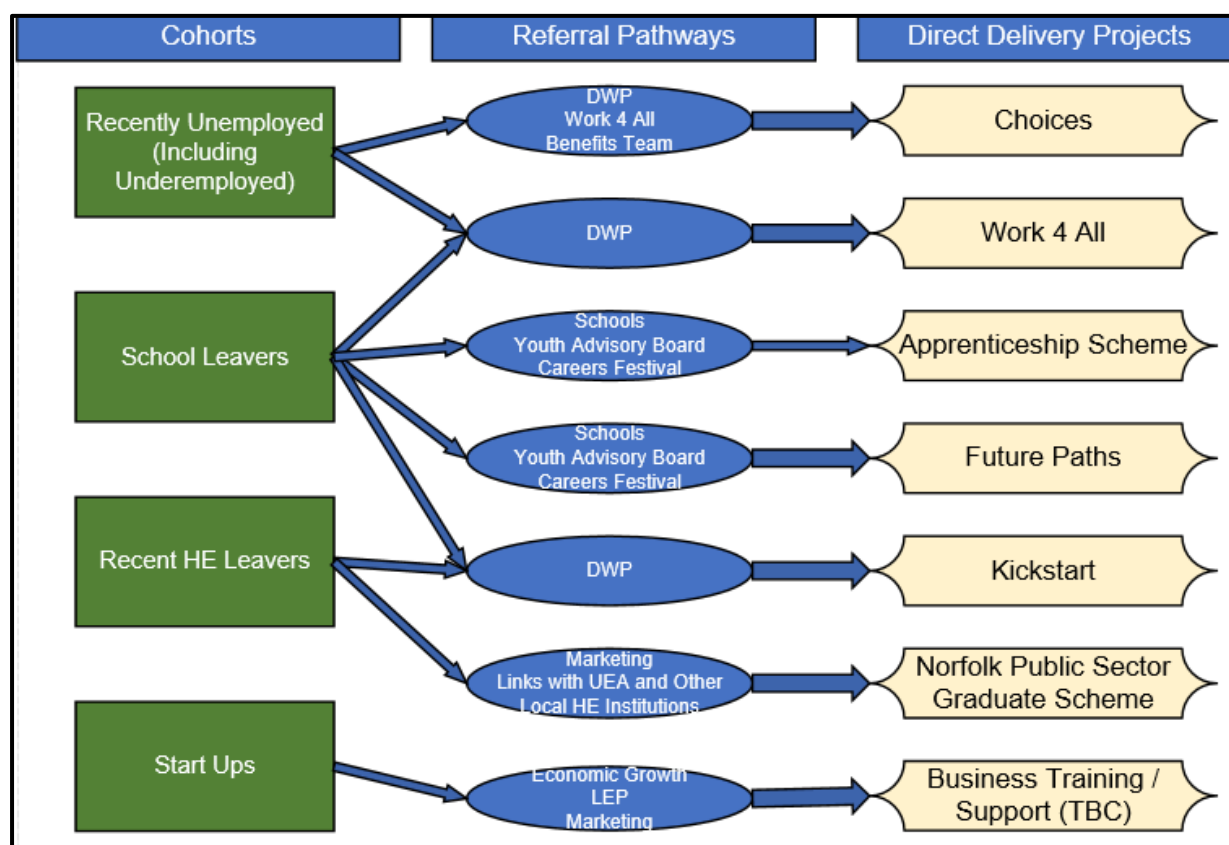
4. Proposed Action

4.1 Consultations were held with both internal and external stakeholders to understand the impact of their services and identify areas where the Councils could provide additional support. Appendix 3 considers the gaps in provision

and sets out a possible response for each identified cohort (Fig 2). The responses are categorised in three ways:

- Direct delivery by the Councils
- Signposting / facilitating other skills and training provision
- Advocacy / influencing

Fig 2. Target Cohorts and Referral Pathways



4.2 Appendix 4 and 5 provide an initial timeline for delivery and outline the direct delivery proposals in further detail.

4.3 The direct delivery projects are:

4.3.1 **Work 4 All** – Person tailored support and advice for 150 recently unemployed or underemployed residents, focussed on practical support such as CV advice, links to other services or information on potential opportunities.

4.3.2 **Choices** – Carrowbreck hosted focussed training provision for 75-100 people, high quality and low throughput over a number of weeks. This is to be retargeted to the recently unemployed and scaled up (without duplicating what is in the market) to be deliverable from other facilities and across both districts.

- 4.3.3 **Apprenticeship Scheme** – To provide a comprehensive apprenticeship offer through the Councils, ensuring that both Councils utilise their Apprenticeship Levy funding, that we meet our LGA target of 19 apprentices hosted and to strive for a stretch target of 25 apprentice roles within two years.
- 4.3.4 **Future Paths** – Provide 15 placements to 16-18 year olds in the local area who are soon to leave education, increasing to 30 placements in the second year with a number hosted by local SMEs once the programme is refined. Aim is to provide relevant employment experience to residents from a range of backgrounds in order to support future employment opportunities.
- 4.3.5 **Kickstart** – Government funded work experience placements for 18-24 year olds who have been out of work for over six months. We aim to continue to provide these placements internally and to increase the placements hosted at local businesses through our role as a gateway provider.
- 4.3.6 **Norfolk Public Sector Graduate Scheme** – 10 graduate placements in professions with an identified skills need, such as environmental health and planning. Aim to provide career pathways for local graduates, in addition to helping the local government sector solve long-term skills issues. In future, the aim would be to provide a range of placements at different organisations.
- 4.4 The skills and training offer for individuals wishing to start their own business is detailed in the upcoming business support paper.
- 4.5 The availability of existing provision makes the signposting / facilitating element of the Councils' response particularly important. It will be necessary to maintain a strong awareness of the current opportunities in the skills and training arena (such as new online courses and apprenticeship opportunities) and communicate these effectively to those who would benefit.
- 4.6 Similarly, relevant opportunities for business support through skills and training will be disseminated to businesses that would benefit. The weekly business newsletter acts as an important communication channel through which to share this information, in addition to our pre-existing business advice and support functions.
- 4.7 To maximise efficiency and reduce duplication of resource the establishment of a Skills and Training Project Board is also suggested. This will include relevant officers from within the organisation and external organisations, such as DWP and Norfolk Adult Learning. This will achieve the above aim, in addition to increasing signposting opportunities and influence for the Councils in relation to Skills and Training.
- 4.8 To review the Choices programme to ensure it is able to support more people, in particular those affected most by the pandemic
- 4.9 Apprentices represent an area of opportunity, both to the training and skills agenda and for the One Team. Reasons for this include:
- The impacts of the changes to apprenticeship funding that have come into place over the last few years. The introduction of the Apprenticeship Levy had

the effect of reducing lower level apprenticeships, apprenticeships in SMEs, the proportion of younger people undertaking apprenticeships and led to an above a third reduction in the overall number of apprenticeships offered. It did, however, lead to an increase in graduate level apprenticeships and apprenticeships for those over 25.

- Training provision and accessing the right training to support apprenticeships in the local area can also be a challenge.
- The One Team currently has underutilised apprenticeship levy in the region of £70,000, alongside a number of hard to recruit to professions that support our key services, such as environmental health officers, planners and housing officers.

4.10 This gives us the opportunity to address these issues and be bold and ambitious in our leadership by creating opportunities for both our residents and our organisation. This will include:

- Meeting the Local Government Association target of 2.3% of headcount as Apprentices (April 21 to March 22) means having 19 Apprentices in place across One Team by March 2022, this is an addition of 11 Apprentices (8 Apprentices currently in post) on current establishment.
- Focus on developing and delivering training provision and providing apprenticeship places for hard to recruit posts (growing our own as part of our talent management approach). We will also provide entry level apprenticeships and a development programme for specialist skills such as improvement professionals.
- Aim to establish opportunities for providing bespoke, local training by scaling up our own ambition and looking to attract other public agencies who are identifying similar hard to recruit professions.
- Establishing a stretch target to see us employing up to an additional 6 apprentices per authority beyond the available apprenticeship levy, with government subsidy of training costs still available for these roles, to help either increase the internal capacity in key service areas, generate a talent management pipeline and potentially sell support to other public organisations.
- Position ourselves to take advantage of the pending white paper on lifelong skills announced in the Queens Speech in May.
- One way of accelerating progress against the development of our apprenticeship workforce would be establishing a central apprenticeship budget through utilising recurring underspends from within directorates.

5. Other Options

- 5.1 Officers considered both no action regarding the skills and training agenda and limiting the scope of our responses. While these options reduced the demand on resources, evidence suggests that as restrictions lift and government support becomes more limited, significant numbers of residents will be in need of support. The scale of the issue as explored in this paper suggests that a larger scale response is required.

6 Issues and Risks

- 6.1 **Resource Implications** – The direct delivery proposals within this paper require significant extra resource, which features within the Covid Recovery Plan which Cabinet will consider in June. The resource requested the Covid Recovery Plan will be sufficient to undertake the proposed actions within this paper.
- 6.2 **Legal Implications** – None
- 6.3 **Equality Implications** – This service is designed to have a positive impact on equality outcomes, with the aim of increasing employment opportunities for both inexperienced younger people and older working age adults who may face significant barriers in re-entering the workforce. The support proposed could potentially include individuals who have been out of the workforce for a significant period (such as carers or those with long-term health conditions).
- 6.4 **Environmental Impact** – None
- 6.5 **Crime and Disorder** – The action described in this report has the potential for a positive impact on crime and disorder. Unemployment is known to have a significant impact on crime rates.
- 6.6 **Risks** – There remains a risk that wider economic conditions will increase the scale and nature of the work required. A focus on specific cohorts seeks to mitigate this risk. There is also a risk that changes to government-imposed coronavirus restrictions will impact on our ability to undertake the actions within this paper. This can be mitigated by adopting a flexible approach to delivery, as much of this work can be delivered remotely.

7. Conclusion

- 7.1 The issues detailed in this report reflect those outlined by the Inclusive Growth Strategy, with many of the issues exacerbated by the pandemic. With government schemes designed to support both the workforce and businesses concluding in the coming months, it is imperative to ensure appropriate support is in place to support those who need it most.

- 7.2 The proposals detailed in this paper have been designed to maximise the impact of our services and to 'fill the gaps' within existing, local service provision. These proposals meet the needs of each of the target cohorts within a realistic resource constraint. Additionally, the proposals seek to benefit from partners already working in this field to create an effective and comprehensive response.
- 7.3 The successful delivery of these projects, whether directly, through signposting or advocacy, could have a significant impact on the skills and training opportunities available to our local communities.

8. Recommendations

- 8.1. To note the impacts on skills, training and the wider economy in South Norfolk and Broadland and to note the intended approach to tailor our support to specific cohorts of residents and start-up businesses.
- 8.2. To comment on the potential establishment of a central apprenticeship fund, funded by recurring underspend of existing budgets.

Appendices

Appendix 1 – Identifying our Target Cohorts

Cohort	Rationale for Consideration	Rationale for Pursuing
School Leavers	<ul style="list-style-type: none"> An LGA position paper on this topic reflected on higher youth unemployment as explored earlier in this report, as well as the diminished chances for the 800,000 annual school leavers.¹⁰ A survey carried out by Norfolk and Suffolk County Councils and the LEP¹¹ highlighted the large number of apprentices who have either been made redundant, furloughed, and/or had a break in their learning. Many apprentices are also unable to complete their end point assessments due to the requirement for face to face conditions. 	Those lacking work experience are at risk of being left behind in terms of employment and income. The reduction in apprenticeships and risk of job blocking from graduates forced into non-graduate level work makes this cohort a key target group for support.
Young HE Leavers	<ul style="list-style-type: none"> The number of new applicants to University during the initial lockdown period (23 March to 30 June) was 17% higher than in the same period in 2019. There was also a 30% increase among home students with an even larger increase in mature applicants. This suggests that the pandemic has led to a sharp increase in the number of people applying to university. According to the Resolution Foundation, one year after leaving full-time education, over one-third of non-graduates and one-in-five graduates were working in sectors currently 'closed down'¹². Additionally, research suggests that graduate jobs have reduced by 11% year-on-year¹³. While universities provide careers support to their graduates, they are unable to provide extensive advice on employment opportunities outside of their local area. This presents a challenge for graduates trying to identify suitable opportunities in the Norfolk area. 	Graduate employment is a distinct problem when compared to overall unemployment of young people and as such, a specific response is required. The large increase in graduates suggests that the issues discussed are likely to continue beyond the pandemic.

¹⁰ [LGA - Rethinking Youth Participation](#)

¹¹ [New Anglia LEP - Impact Report](#)

¹² [Resolution Foundation, May 2020](#)

¹³ [High Fliers Research - Graduate Market 2020](#)

Recently Unemployed (Including Underemployed)	<ul style="list-style-type: none"> According to the Centre for Ageing Better¹⁴, workers aged 50+ who had their work disrupted during the first lockdown (by reduced hours, for example, or being furloughed), were significantly less likely to have returned to work as normal in the autumn than younger workers (53% compared with 68%). Recent figures have shown that over 50s are twice as likely to fall into long-term unemployment once they lose their jobs, compared to younger workers. 	This makes this group a key target for us to support following the end of furlough. This group may be unfamiliar with the modern job application process or may be less confident with IT. Both factors could significantly hinder their job search, despite being experienced workers.
Start Ups	<ul style="list-style-type: none"> Existing businesses (large and small) have been in receipt of a range of support measures from national and local government as well as the LEP. With furlough tapering off until September, businesses should be fully open by this cut off point, meaning that they should not require additional Covid related support. This year is expected to see a record number of companies created, with the creation of just under 85,000 in 2020¹⁵. This follows a trend of increased entrepreneurship following previous recessions, such as the Great Recession in 2008/09. 	Previous recessions have seen a surge in entrepreneurship, driven by high levels of unemployment and a rebalancing of the economy. We are also more likely to have a large impact on this cohort with relatively small interventions, as many will have no experience of running a business.

Appendix 2 – Internal and External Provision

Support	Project Name	Status	Summary
Direct Delivery	Broadland Training Services	Mostly inactive due to the pandemic. Plan to restart when safe	Offers IT, first aid and other courses from Carrowbreck House in Hellesdon. First aid provision is continuing (as it is excepted under covid restrictions).
	Choices Programme	Mostly inactive due to the pandemic. Plan to restart when	Aiming to give people who are long-term unemployed the skills they need to re-enter the labour market. Working with a small cohort of long-term unemployed residents, the scheme supports with employment skills, alongside intensive support and signposting into a range of services where appropriate

¹⁴ [Centre for Ageing Better - Labour Market Data](#)

¹⁵ [Smallbusiness \(Oct 2020\) - 2020 set to be record year for new companies created](#)

		allowed within restrictions	
	Staff Bank	Currently implementing	A bank of potential staff for various Council teams with transferable skillsets, in order for the Councils to meet short term resource needs, in addition to providing employment
	Future Paths	Inactive (implementation delayed due to COVID-19)	Scheme offering summer internships to GCSE aged pupils. Rounded placements in Council teams, alongside additional skills training, including CV writing and interview experience. Will also support interns in their future career, providing advice and guidance
	Tots 2 Teens	Inactive (will restart when safe to do so)	Holiday activities for children aged five years and upwards during school holidays, focussing on skill development. Activities are held throughout the Broadland area. To be eligible, children must live or go to school in Broadland. There are large discounts for those in receipt of certain benefits. The aim is also designed to help those who could not afford childcare to continue to work over school holidays
	Kickstart¹⁶	Active	National scheme for young people who have been out of work for 6 months. We will be a gateway provider (providing placements of our own as well as organising placements at local businesses). As part of this, we will also be doing extra training, charging employers for this and providing pastoral support
Signposting / Facilitating	Integrated Employment Project (Work 4 All)	Starting in January 2021	Two staff refocussed (former benefits officers) to work with people who are unemployed to get them back into employment. Signposting into employment, identifying support needs, linking with training. DWP have two youth coaches in the Help Hub working alongside, focussing on young people to work on this project.
	Norfolk Skills and Careers Festival	Will restart after COVID-19	Annual event at the Norfolk Showground, allowing young people and local organisations the opportunity to interact on skills and careers, with the aim of inspiring young people. We hosted a stand offering information on local authority careers for young people at the last festival.
	NGDP	Active	South Norfolk and Broadland currently work with the NGDP, the national local government graduate scheme. There are currently two graduates on the scheme employed by the Councils

¹⁶ [UK Government - Kickstart Scheme](#)

	Jarrold Assessment Centre	Not run this year due to COVID-19	Offers secondary school children in Norfolk a taste of assessment centre style interview processes through a full day session. South Norfolk have supported local children to take part in this programme previously
	LIFT	Completed project, with funding now reallocated	Grants from EU funding (plus some match funding) that are aimed at smaller voluntary community and social enterprise organisations (based in Norfolk or Suffolk) who help people furthest from the jobs market
	Future Booster	Completed and led to successor project of SMILE, (Not funded by SNC / BDC)	A series of workshops focussing on self-esteem and building resilience in secondary school children in Reepham. Has led to a project (SMILE) which will be delivered virtually across Broadland to support young people aged 15-19 (up to aged 25 if additional needs) with career guidance, practical access to employment support and/or support to address low self-esteem and confidence barriers to progression or aspiration. The project is live until August 2021
	Young Enterprise	Active	Young Enterprise is a national charity that works in partnership with local schools, businesses and volunteers to inspire and equip thousands of young people each year to learn and succeed through enterprise
Advocacy/ Influencing	Apprenticeships Network Norfolk	Active	Works collaboratively with providers, employers and partners to promote the profile & growth of apprenticeships across the county. Maintain a register of available apprenticeship roles for Norfolk. We engage with this group through the Skills Officer
	LEP Sector Skills Plans	Active – Being implemented	New Anglia Local Enterprise Partnership worked with sector partners to develop skills plans for the key growth and employment sectors in our region. They identify the main skills needs of each sector and agreed actions to help meet these needs
Other External Provision	LEP Start Up Programme	Active – provision is similar to pre-pandemic	This is ideal for entrepreneurs and micro-businesses at pre-launch and during early stage development, providing them with tailored advice and workshops covering topics such as business plans, management and operational systems, marketing, finance and legal, corporate social responsibility, and intellectual property rights. Delivered by LEP Business Advisers at the Growth Hub.
	Community Challenge Fund	Active	Some charities or social enterprises are eligible for the Community Challenge Fund, ran by NALEP. This supports projects that help improve the life chances of disadvantaged people in our society.

Other External Provision	I Can Be A...	Online tool supported by an active programme	This is a free careers inspiration tool focused on helping 12 to 25-year-olds in Norfolk and Suffolk and which helps deliver the New Anglia Youth Pledge objectives. The site provides tools such as Career Wizard and a database of Job Ideas to guide young people in choosing a career path. It also provides resources such as virtual tours, employee case-study videos and tips and tools for CV building and interview preparation, both through the website and in person through its charitable remit.
	Go Digital Funding	Closed on the 31 st March	The free scheme is designed for micro, small and medium sized businesses based in Norfolk who want to make better use of digital tools to help them grow Go Digital Link
	Help to Grow Scheme	In implementation stage	£520m has been pledged to fund free MBA-style management training courses for small businesses to improve productivity. The training will be delivered by business schools and will fund a 50% discount on software that enhances productivity
	JETS Programme	Active	A government funded scheme supporting individuals receiving “Universal Credit and New Style Jobseeker's Allowance who have been unemployed for at least 13 weeks”, during the pandemic. Support includes CV help, workshops and interview coaching, financial assistance for work clothes and advice with identifying transferable skills and matching these to growth industries
	Apprenticeship Levy Transfer Scheme	Active	New Anglia LEP's Apprenticeship Levy Transfer Scheme allows an organisation's unspent funds to be transferred to local SMEs so they can offer training opportunities and jobs to people who are not in work. This aims to maximise the amount of Apprenticeship Levy funding spent in the local area
	University Career Support Services	Throughout university and following graduation – most support services have moved online	Most universities offer careers support programmes to graduates which normally last for a number of years following graduation. Graduates are offered careers guidance, CV and application advice as well as access to numerous resources online (psychometric testing, practice interviews etc). UEA Careers Centre are active across Norfolk, through Gateway to Growth, the UEA Award and their internship programme
	National Funding for Traineeships	Funding proposed in the Budget - in the process of implementation	The Chancellor has pledged £126 million to develop the traineeship scheme, which will see businesses paid £3,000 instead of £2,000 per trainee. A “flexi-job” apprenticeship will also be created to allow apprentices to gain experience with various employers within a sector

Other External Provision	City College / Easton and Otley College	Closed during education lockdowns, currently providing services	The primary providers of vocational education in Norfolk, covering a range of qualifications from GCSE to degree level
	Gateway to Growth	Active	The project aims to boost engagement between graduates and Norfolk's Small and Medium Enterprises (SMEs) through internships and enhanced skills training linked to Norfolk's Enterprise hubs. The project addresses some of the problems faced by Norfolk's economy and UEA graduates who want to remain in Norfolk after graduation but struggle to secure graduate level employment
	SWAP	Implementation Phase	Sector-based Work Academy Programme – Six-week placements for those on Universal Credit (including guaranteed interviews for permanent employment) to prepare those receiving unemployment benefits to apply for jobs in different sectors ¹⁷
	CHANCES	Active	Offers support to vulnerable people including those with health conditions across Norfolk who receive a range of out of work benefits and who need significant support to move back into work
	RESTART	Active	RESTART is a national scheme which aims to give Universal Credit claimants who have been out of work for at least 12 months enhanced support to find jobs in their local area
	Lifelong Loan Entitlement to higher education and training	Ready to implement	The government's Skills and Post-16 Education Bill includes a Lifelong Entitlement for adults to use on higher education or training at any point during their life. This entitles adults to receive equivalent of up to four years' worth of student loans for level 4-6 qualifications.
	£500 million for adults to gain A-level equivalent qualifications	Active	11 million adults can gain an A level-equivalent qualification for free. The devolved administrations will receive £500 million through Barnett consequentials as responsibility for skills is devolved.

¹⁷ [UK Government - Sector-Based Work Academy Programme Guide](#)

	The Turing Scheme	Active (taking place from September 2021)	The government introduced a new international educational exchange scheme named the Turing Scheme. This £110 million scheme replaces Erasmus which UK students can no longer take part in. It allows young people across the UK, particularly those from disadvantaged backgrounds, to work and study across the world.
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Appendix 3 – Mapping our Skills and Training Offer

<u>Cohort (Breakdown, Estimated Number etc.)</u>	<u>External Provision</u>	<u>Identified Gaps</u>	<u>Potential Response</u>			<u>Possible Partners / Stakeholders</u>
			<u>Direct Delivery</u>	<u>Signposting / Facilitating</u>	<u>Advocacy / Influence</u>	
<p>School Leavers</p> <p>There are roughly 2,260 18-year olds in our areas that leave school each year, of which 540 go into employment and 135 into apprenticeships</p> <p>Around 90 16-year olds go straight into employment following KS4, with 115 going onto apprenticeships.</p>	<ul style="list-style-type: none"> • I can be a... • Apprenticeship Levy Transfer Scheme • Apprenticeships Norfolk • City College courses • Increased national funding for traineeships • Voluntary Norfolk Young Person's coaching (at maximum capacity) • Government's Lifelong Loan Entitlement for 	<p>The tight labour market will lead to more experienced workers taking jobs at lower levels. This will push school leavers out of the labour market, with the Kickstart scheme only working with those that have been NEET for 12 months.</p> <p>Additionally, DWP support is mainly targeted at ensuring young people secure employment, rather than finding a job they would enjoy. Young people are in need of general careers guidance to help them make decisions about their future.</p>	<ul style="list-style-type: none"> • Apprenticeship scheme • Future Paths • Integrated employment scheme (Work 4 all) • Choices • Tots 2 Teens • Kickstart 	<ul style="list-style-type: none"> • Jarrolds • Community Challenge Fund • Future Booster (SMILE) • Apprenticeship Levy Transfer Scheme • Continued engagement with the Norwich Employability Network to identify relevant opportunities 	<ul style="list-style-type: none"> • Apprenticeship podcasts • Norfolk Skills and Careers Festival 	<ul style="list-style-type: none"> • Local businesses • DWP • Apprenticeships Norfolk

	<p>adults to use at any point during their life on higher education or training</p> <ul style="list-style-type: none"> • Government's Turing Scheme 					
<p>Young HE Leavers</p> <p>Based on available data, we estimate up to 250 residents aged 21-24 fall into this category (will increase with the new cohort in September)</p>	<ul style="list-style-type: none"> • University careers services provide general advice, guidance and training for students and graduates (length of time graduates are able to access these services following graduation varies) 	<p>Awareness and availability of graduate-level opportunities in the Norfolk area, especially for graduates from non-local universities</p>	<ul style="list-style-type: none"> • Replication of a programme similar to 'Gateway to Growth' • Public Sector Graduate Scheme 	<ul style="list-style-type: none"> • Continued engagement with the Norwich Employability Network to identify relevant graduate-level opportunities • UEA Internship Programme • 	<ul style="list-style-type: none"> • Gateway to Growth Steering Group 	<ul style="list-style-type: none"> • UEA • 'Fireside group' • Local public sector bodies (as part of a PS Graduate Scheme) • Chamber of Commerce • LEP

Recently Unemployed (Including Underemployed)	<ul style="list-style-type: none"> • DWP Job Coaches • A range of free qualifications have been available for adults as part of the government's Lifetime Skills Guarantee¹⁸ 	<p>People who have been out of work for 6-12 months out of work. Most support goes towards newly or long-term unemployed.</p>	<ul style="list-style-type: none"> • Choices Programme • Staff Bank • Job Search Facilities • Work4All 	<ul style="list-style-type: none"> • Range of support from New Anglia LEP • CHANCES • Engagement with the Norwich Employability Network to identify relevant opportunities 	<ul style="list-style-type: none"> • Help Hub 	<ul style="list-style-type: none"> • DWP
Start Ups 90% of South Norfolk and Broadland businesses are SMEs Pre-pandemic, roughly 1,000 businesses a year were created in our districts	<ul style="list-style-type: none"> • Broadland Business Start-Up Grants (£700) • Broadland Business Essentials Course (Free two-day start up workshop) • MBA style management training 	<p>National business funding has focussed upon support for existing businesses, rather than supporting entrepreneurship. Recessions are often followed by significant growth in enterprises</p>	<ul style="list-style-type: none"> • Training courses • Broadland Business Start-Up Grants (£700) • Business Essentials Course (Free two-day start up workshop) 	<ul style="list-style-type: none"> • Range of support from New Anglia LEP • Help to Grow 		<ul style="list-style-type: none"> • LEP Sector Skills Groups • Sector Groups (NAAME etc.)

¹⁸ [Launch of free qualifications for adults - gov.uk](https://www.gov.uk/launch-of-free-qualifications-for-adults)

Appendix 4 – Delivery Timeline

Projects	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
Work 4 All	Review and Expansion					Programme Runs				Decision																				
Choices		Review and Expansion				Review Implemented / Programme Runs																								
Kickstart	Ongoing - Funding Ends in December 2020									Wash Up and Legacy																				
Future Paths										Marketing, Preparation and Selection						Programme Runs														
Business training offer TBC	Review				Programme Runs																									
Norfolk Public Sector Graduate Scheme								Development and Partnership Work						Placements Organised						Selection Process			Onboarding		Placements Begin					

Appendix 5 – Skills and Training Project Plans

Target Cohort: School Leavers
Project: Future Paths
Ambition: Providing entry into the job market for those who have recently left school
Deliverables: <ul style="list-style-type: none"> • Increased interest and knowledge in available career routes • Aim to have an intake of 15 in the first year, with an aim to scale to up to 30 alongside SMEs for the following year • Young people gain valuable work experience for their CV
What is the problem we are trying to solve? <ul style="list-style-type: none"> • A reduction in apprenticeships has reduced the options available to young people leaving school • Disadvantaged groups of young people face challenges with career prospects. The closure of schools during the pandemic has increased the gap in educational attainment between the most and least advantaged socio-economic groups. • Aspiration levels, especially in rural areas, can be low for some children, as many career paths may not be visible to them
How would the project work? <ul style="list-style-type: none"> • The project provides an opportunity for school leavers (anyone over 16) to gain work experience for two to six weeks over the summer holidays at a team within the council • Future Paths will be open to all 16-year olds, regardless of their previous qualifications.
Who do we need to be involved? <ul style="list-style-type: none"> • Local schools to promote the scheme • Officers from BDC and SNC's Economic Development team
What is required to make the project happen? <ul style="list-style-type: none"> • Strong marketing of the programme and engagement with local schools and Norfolk Skills and Careers Festival to encourage uptake • Non-conventional routes for marketing to be explored, such as through the YAB and youth groups • Travel expenses for those taking part
Timeline: <ul style="list-style-type: none"> • Review previous work on Future Paths to ensure it is fit for purpose • Plan internal placements and run recruitment process

- Aim to have an intake ready for the summer of 2022

Target Cohort: Higher Education Leavers

Project: Norfolk Public Sector Graduate Scheme

Ambition: To create quality graduate-level opportunities in the local area

Deliverables:

- Agreement through the Norfolk coalition (or with a group of local public sector bodies) for a graduate scheme with rotations around the public sector
- For the first intake, we would aim to create placements for 10 graduates
- We aim to increase this year by year as organisational interest and engagement with the scheme grows
- If the first round is successful, the project could be expanded to include private and voluntary sectors
- Public sector organisations meet their skills gap

Following successful completion of the scheme, graduates would be well positioned to secure a permanent role in host organisations

What is the problem we are trying to solve?

- The pandemic has led to a significant reduction in graduate-level jobs, which has led to graduates taking jobs which they are too qualified for, creating fewer opportunities for non-graduates (job blocking)
- There are prominent skills gaps across the local public sector, including planners, environmental health specialists, occupational therapists, social workers among others
- The number of graduates coming to Norfolk through the National Graduate Development Programme (NGDP), the national local government graduate scheme, are relatively low and generally provide a pipeline for management rather than specific skills
- It can be difficult to attract the best talent to Norfolk due to the geographical location and individual local organisations do not have the scale or resource to offer the multiple placements involved in successful graduate schemes

<p>How would the project work?</p> <ul style="list-style-type: none"> • The Councils would consider options to coordinate a two-year public sector graduate scheme, either through delivering or commissioning the project • Local public sector organisations would express an interest to host a graduate placement, stating what the role would include, the skills the graduate would develop and the learning and development opportunities available • Candidates would undertake a staged recruitment process • Successful candidates would express their placement preferences. The Council would undertake a matching exercise with the placements available to create a two-year graduate scheme
<p>Who do we need to be involved?</p> <ul style="list-style-type: none"> • Norfolk Inclusive Growth Coalition (including the Local Enterprise Partnership, Norfolk County Council and the Norfolk District Councils) • Local public sector organisations, such as NNUH, the LEP, local authorities etc. • UEA (and other universities) to promote the scheme • If the initial programme is successful, SME's to promote graduates in those organisations
<p>What is required to make the project happen?</p> <ul style="list-style-type: none"> • Dedicated HR resource to lead on the recruitment campaign, placement coordination and to act as a central point of contact for any issues throughout the 2 years on the scheme • Partner buy-in to provide placements and joint funding for the programme • Marketing resource to ensure that we attract the strongest candidates • Agreement from the Norfolk Leader's Group, for approval
<p>Timeline:</p> <ul style="list-style-type: none"> • Progress will be dependent on engagement from local public sector organisations • It would be desirable to launch the scheme for the 2022/23 academic year • This means that placements must be secured by January 2022, with recruitment to commence in Spring 2022

Target Cohort: Recently Unemployed (Including Underemployed) / School Leavers
Project: Integrated Employment Scheme (Work 4 All)
Ambition: To support those who have recently lost their jobs back into the job market, and to provide guidance to school leavers unsure of their next steps
Deliverables: <ul style="list-style-type: none"> • Aim is to provide support to around 150 people through Work4All this year • Continued delivery of the scheme • Strengthened one-to-one advice sessions to support school leavers in identifying potential career options and pathways • Aim is to see 70% of residents returning to employment within three months
What is the problem we are trying to solve? <ul style="list-style-type: none"> • The pandemic has led to a high increase in redundancies. Many of these people will have been working in their role for some time and will be unfamiliar with modern-day job hunting • School leavers are also faced with a more challenging job market, with the pandemic causing a reduction in apprenticeships and greater competition for employment opportunities • School leavers will have less experience navigating the jobs market in addition to less actual experience of work • Traditional services have seen large increases in demand, causing a strain on existing service provision
How would the project work? <ul style="list-style-type: none"> • Delivered by the Councils' Help Hub, the scheme helps residents with support into employment. This service is mainly targeted at people who have been unemployed for a relatively short period of time and require support with job hunting • Residents are referred directly into the scheme by our benefits team. Additional referral pathways are being considered • The project delivers a range of support, from support with writing a CV to free virtual employability training courses.

<ul style="list-style-type: none"> • The scheme also offers one-to-one information and advice. It is proposed that this element of the scheme is strengthened to provide quality, one-off advisory appointments for school leavers who are unsure of the career they would like to pursue or where to start
<p>Who do we need to be involved?</p> <ul style="list-style-type: none"> • DWP • Any individuals who require further support should be signposted to the Choices programme. This will require a joined-up approach with the Economic Development Officer responsible for Choices.
<p>What is required to make the project happen?</p> <ul style="list-style-type: none"> • A dedicated Benefits Officer – agreement to reallocate 1 FTE to Work4All has been achieved through CMLT • Strong marketing of the scheme to improve awareness and encourage uptake • Support for appointment costs (such as transport or interview clothes). We link to charities that provide such support
<p>Timeline: The Work4All scheme is currently ongoing. The review timetable for Choices should link into this scheme</p>

Target Cohort: School Leavers
Project: Kickstart
Ambition: Providing unemployed young people work placements and training in order to assist them to find sustainable employment
Deliverables: <ul style="list-style-type: none"> • Young people gain valuable work experience for their CV • Training and development opportunities • Local businesses gain access to local talent and potentially provide career routes for them
What is the problem we are trying to solve? <ul style="list-style-type: none"> • Youth unemployment has grown faster than unemployment in any other age cohorts, due to the types of sectors affected by the pandemic (such as hospitality and retail) that have a higher percentage of younger workers • Long term unemployment of young people can lead to a change in attitudes towards work from a young age, leading to longer term problems, such as poor mental health or an inability to work
How would the project work? <ul style="list-style-type: none"> • Fully funded programme by DWP (inclusive of administrative and training costs) • The project provides an opportunity for 16 to 24-year olds to gain work experience on 25 hour or more contracts for six months • Participants are provided by DWP, by matching appropriate benefit claimants to roles • We also operate as a gateway provider, meaning that we provide placements and training both internally and on behalf of local businesses
Who do we need to be involved? <ul style="list-style-type: none"> • DWP • Local Businesses • Economic Growth Team, Benefits Team and Help Hub
What is required to make the project happen? <ul style="list-style-type: none"> • Engagement with local businesses in order to ensure a larger number of potential roles in our districts and such that local businesses can gain from the programme • Partnership working alongside DWP to match the programme to the criteria and to host placements • Pastoral and training resource put in place in order to host placements

Timeline: <ul style="list-style-type: none"> First placements are currently in place. Funding has been provided at a slower rate than originally anticipated and funding for the programme will end in December 2021
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Target Cohort: School Leavers
Project: Apprenticeship Scheme
Ambition: Increased opportunities for young people to begin and develop a career in high-demand public sector roles
Deliverables: <ul style="list-style-type: none"> Provide five undergraduate level apprenticeships a year within our Councils Use the apprenticeships to address skills gaps within the organisation and wider Norfolk public sector Provide interview and assessment centre experience and feedback
What is the problem we are trying to solve? <ul style="list-style-type: none"> Youth unemployment has grown faster than unemployment in any other age cohorts, due to the types of sectors affected by the pandemic (such as hospitality and retail) that have a higher percentage of younger workers Broadland and South Norfolk Councils do not currently maximise their Apprenticeship Levy funding There has been an above 40% reduction in apprenticeship placements since the beginning of the pandemic The Councils (and the Norfolk public sector more generally) have specific skills needs and difficulty in attracting talent to the area, increasing the need to grow our own talent
How would the project work? <ul style="list-style-type: none"> Similar to a traditional graduate scheme, a series of placements across teams / organisations in the public sector to provide varied introduction into public sector careers The placements would revolve around the course pursued (such as planning, environmental health, surveying) Around five undergraduate level apprentices within the organisation in the first cohort
Who do we need to be involved? <ul style="list-style-type: none"> Local schools South Norfolk and Broadland OD Lead and Skills Officer

<ul style="list-style-type: none"> • Potential partner organisations (including Norfolk districts, County Council and other public sector bodies)
What is required to make the project happen? <ul style="list-style-type: none"> • Dedicated HR / OD resource to manage placements and wider training needs • Marketing and communications support to advertise scheme widely amongst the target group (school leavers) • Buy-in from partner organisations to host placements / jointly fund scheme
Timeline: <ul style="list-style-type: none"> • Marketing the placements within schools before the end of the summer term (coronavirus restrictions permitting) • Run a 'graduate scheme' style process for applicants during the summer holidays • Aim for first placements to be in place in September 2021

Target Cohort: Recently Unemployed (Including Underemployed)
Project: Choices
Ambition: Providing entry into the jobs market for those who have recently left school
Deliverables: <ul style="list-style-type: none"> • Review of Choices programme • Explore possibility of linking this work to DWP • Extend the programme to South Norfolk • Increase number of individuals receiving support and securing employment through the programme

<ul style="list-style-type: none"> • Support 75 - 100 residents annually through the scheme
<p>What is the problem we are trying to solve?</p> <ul style="list-style-type: none"> • Choices seeks to address the same problems as Work4All but provides greater support for those who have not been successful in securing employment (unemployed for 6 – 12 months). This suggests this group will be in need of more in • The focus will be placed on individuals that are not used to being unemployed, but may find themselves in this position through redundancies made due to the pandemic • Additionally, limited IT skills may limit the individuals capacity to research and apply for jobs.
<p>How would the project work?</p> <ul style="list-style-type: none"> • Choices provides a range of support to individuals struggling to secure employment. It includes supporting the individual to identifying their skills and qualities, CV writing, interview techniques, training opportunities and advice on finding work or volunteering opportunities. • It is proposed that the course is shortened to 4 weeks and extended to South Norfolk
<p>Who do we need to be involved?</p> <ul style="list-style-type: none"> • Business Development Officer from the joint Economic Development Team for Broadland and South Norfolk
<p>What is required to make the project happen?</p> <ul style="list-style-type: none"> • A thorough review of the scheme to identify any areas of improvement in order to maximise the impact of the scheme • Improved marketing of the scheme to improve awareness and encourage uptake

Timeline:

- Choices has paused due to the pandemic – the review is recommended to take place as soon as possible, in order for the reformed scheme to be in place from September 2021

Timeline:

- Review to be undertaken by the Assistant Director of Economic Growth, with the project to launch in July 2021
- The project will be closely monitored in terms of uptake and impact