

SOUTH EAST ENGLAND DEVELOPMENT AGENCY
GRANT AGREEMENT¹

¹ Use this form where the Project is unlikely to result in the creation of Intellectual Property Rights. There is a separate form of Agreement for Projects where of Intellectual Property Rights will be created.

Date:1st April 2009

PARTIES:

SOUTH EAST ENGLAND DEVELOPMENT AGENCY whose head office is at Cross Lanes, Guildford GU1 1YA (**SEEDA**) and

THANET DISTRICT COUNCIL whose head office is at Cecil Street, Margate, Kent, CT9 1XZ (**the Recipient**)

BACKGROUND

The Recipient wishes to carry out the Project described in Part 3 of Schedule 2 and has submitted the application for funding in Schedule 1 to SEEDA.

1. Definitions and Interpretation

1.1 The following definitions apply to expressions used in this Agreement:

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|--------------------------------------|---|
| the Accounting Period(s): | each Quarter; |
| this Agreement: | this document as amended from time to time in accordance with Clause 11.10; |
| the Application: | the proposal or application for funding submitted to SEEDA in relation to the Project, a copy of which appears in Schedule 1; |
| a Clause: | a clause in this Agreement; |
| Confidential Information: | any information that the Recipient provides to SEEDA in connection with the Application, the Project or the Grant and that is marked "Confidential"; |
| a Business Day: | Monday to Friday (inclusive) except bank or public holidays in England; |
| the Grant: | the funding provided or to be provided by SEEDA for the Project; |
| Data Controller: | shall have the same meaning as set out in the Data protection Act 1998; |
| Data Processor: | shall have the same meaning as set out in the Data protection Act 1998; |
| Data Protection Requirements: | mean the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; |

Data Subject:	shall have the same meaning as set out in the Data protection Act 1998;
the Key Data:	the data listed in Part 1 of Schedule 2;
a Key Individual:	an individual who is or will be involved in the Project and whose name appears in Part 2 of Schedule 2;
the Outcomes and Milestones:	the outcomes, and milestones in Schedule 3;
the Maximum Amount:	£ 180,000 over the contract period;
Personal Data:	shall have the same meaning as set out in the Data Protection Act 1998;
Processing:	shall have the same meaning as set out in the Data Protection Act 1998;
a Not for Profit Organisation:	an organisation whose surpluses are used solely for the purposes of achieving its objectives and whose constitution prohibits the distribution of its revenues, surpluses and assets to its members;
the Project:	the project described in Part 3 of Schedule 2 and, where the Application relates only to part of a larger project, the Project means that part only;
the Project Period:	1 st April 2009 to 31 st March 2011 and any extension to which SEEDA agrees under Clause 2.2;
the Proposed Start Date:	1 st April 2009;
Qualifying Expenditure:	the costs that are properly and reasonably incurred exclusively for the purpose of carrying out the Project, that fall under one of the headings listed in Schedule 4 and that are not funded from any source except the Grant. (Any allowance for the depreciation of any equipment or other asset is <u>not</u> qualifying expenditure.);
a Quarter:	a period of three months beginning on 1 st April, 1 st July 1 st October, or 1 st January in each year;
a Schedule:	a schedule to this Agreement;
SEEDA's Evaluation Policy:	SEEDA's policy and procedures from time to time for the evaluation of projects;
State Aid Rules:	Articles 86 to 89 (both inclusive) of the EC Treaty (as amended) and any applicable judgment, court order, statute, statutory instrument, regulation, directive, framework or legally binding decision relating to the provision of any aid, benefit or assistance from any central or local government body or authority, any statutory undertaking, any other public body or authority, or any other body funded by public money; and
an Undertaking:	any person that carries out an economic activity within the meaning of Article 87(1) of the EC Treaty.

1.2 If there is any conflict or inconsistency between the rest of this Agreement and the Application, the terms of this Agreement will prevail to the extent necessary to resolve that conflict or inconsistency.

1.3 A reference to a statute or statutory provision is a reference to it as it is in force from time to time (taking account of any amendment, extension or re-enactment) and it includes any subordinate legislation made under it that is in force from time to time.

2. The Grant

2.1 The Grant is provided for the sole purpose of funding the Project and the Recipient will not use the Grant for any purpose except carrying out the Project in accordance with the Application and this Agreement.

2.2 SEEDA may terminate this Agreement if the Project is not begun within 6 months after the Proposed Start Date. The Project may only be extended beyond the Project Period with SEEDA's written agreement.

2.3 The Grant may be used to cover Qualifying Expenditure incurred before the Proposed Start Date by a Not for Profit Organisation, but in no circumstances may the Grant be used to cover Qualifying Expenditure incurred before the date of this Agreement. The Grant may not be used to cover any expenditure incurred after the end of the Project Period unless it is incurred during any extension to which SEEDA has agreed in writing.

2.4 Where any of the Grant is provided to fund a member of staff, it will not be provided for any period before that member of staff starts working on the Project nor for any period after that member of staff stops working on the Project.

2.5 Equipment purchased with or primarily with the Grant must be used for the Project. It will belong to the Recipient and may be used for the Recipient's own purposes after the completion of the Project. It must not be sold or transferred to anyone before the completion of the Project.

2.6 The Recipient will comply with all applicable public procurement regulations and use reasonable endeavours to achieve best value for money when purchasing any goods or services out of the Grant.

2.7 If the Grant does not cover the full cost of the Project then, before work starts and before any expenditure is incurred, the Recipient must ensure either it or someone else has agreed to cover the costs of the Project that are not covered by the Grant.

2.8 Except as stated otherwise in Schedule 4, the Grant is by way of reimbursement of Qualifying Expenditure. In any case it will not exceed the Maximum Amount.

2.9 The Recipient may not transfer funds between fund headings (as shown in Schedule 4). For instance it may not use funding allocated for staff to fund the purchase of equipment. Nor may the Recipient depart from the periodic profile of expenditure shown in Schedule 4, in each case without first obtaining SEEDA's written consent. The Recipient may not carry forward expenditure from one accounting year to another without first obtaining SEEDA's written consent.

2.10 The Recipient may not use any of the Grant to cover input VAT paid by the Recipient except to extent that that input VAT is incurred directly in relation to the Project, relates to Qualifying Expenditure and is irrecoverable. Where the Recipient is able to take advantage of any relief on input VAT in relation to goods and services acquired with the Grant, the Recipient must do so.

2.11 The Recipient is not providing a service to SEEDA and therefore no VAT is payable by SEEDA to the Recipient in addition to the Grant.

3. Claims for Payment

- 3.1 The Recipient will submit claims for payment to SEEDA, in such form as SEEDA may require from time to time, within 30 Business Days after the end of each Accounting Period.
- 3.2 SEEDA may withhold any payment of the Grant if the Recipient has not complied with this Agreement. Provided SEEDA is satisfied with the evidence of expenditure submitted by the Recipient and the reports submitted by the Recipient then, subject to Clauses 3.4 and 3.5 below, SEEDA will normally reimburse Qualifying Expenditure claimed by the Recipient within 30 days after receipt of the properly completed claim form.
- 3.3 Except as stated otherwise in Schedule 4, all claims for payment must relate to Qualifying Expenditure and be accompanied by reasonable evidence that the expenditure has been incurred (including timesheets or other evidence acceptable to SEEDA of the time spent on the Project where the claim relates to the payment of staff). In any case all claims must be accompanied by a certificate signed by the Recipient's chief financial officer in the form required by SEEDA from time to time.
- 3.4 SEEDA will not reimburse any Qualifying Expenditure incurred after the termination of this Agreement.
- 3.5 SEEDA will not pay more than the Maximum Amount and will not pay more than 90% of the Maximum Amount before all of the following have occurred: a) the Project has been completed to SEEDA's reasonable satisfaction; b) the final claim for payment has been submitted to SEEDA in accordance with this Agreement; and c) the Recipient has submitted the final report to SEEDA in accordance with Clause 4.5.
- 3.6 The Recipient is responsible for the financial management of the Project, making payments to any subcontractors, and submitting claims for payment to SEEDA.
- 3.7 Any overpayment of the Grant must be refunded to SEEDA as soon as it is discovered.

4. Reporting, Reviews, Records and Audit

- 4.1 The Recipient will keep, and will ensure that any subcontractor keeps, complete and accurate accounts and records in connection with the Project for at least 6 years after the end of the financial year in which final payment of the Grant is made by SEEDA.
- 4.2 The Recipient will provide, and will ensure that any subcontractor provides, all information and access to its accounts and records reasonably requested by SEEDA to allow SEEDA to monitor the progress of the Project, and to verify that the Recipient is complying with this Agreement and that the Grant is being used for the purpose for which it is provided.
- 4.3 If SEEDA considers that the Recipient may not have complied with this Agreement, SEEDA may appoint, and the Recipient will allow and will ensure that any subcontractor allows, an independent auditor to inspect and take copies of its accounts and records relating to the Project, and the cost of that audit will be borne by the Recipient and paid to SEEDA on request.
- 4.4 The Recipient will allow, and will ensure that any subcontractor allows, SEEDA and any public body involved in funding SEEDA or with the right to audit SEEDA or any project funded by SEEDA, or to whom SEEDA is responsible, to:
 - 4.4.1 visit the Recipient and any subcontractor;
 - 4.4.2 inspect and take copies of any document or record relating to the Project or the Grant; and
 - 4.4.3 interview any person involved in carrying out or managing the Project or the Grant.
- 4.5 The Recipient will measure the progress and success of the Project against the Outcomes and Milestones and report that progress and success to SEEDA, in the form specified by

SEEDA from time to time, within 30 Business Days after the end of each Quarter and within 30 Business Days after the end of the Project or the termination of this Agreement (whichever is earlier). Each such report must be certified by the Recipient's chief financial officer in the form required by SEEDA from time to time.

4.6 The Outcomes and the Milestones are set to:

- 4.6.1 allow SEEDA to monitor the Project;
- 4.6.2 ensure that the Grant is used for the purposes for which it was made;
- 4.6.3 allow SEEDA to monitor the effect of the Project on the economy (employment and business creation etc.); and
- 4.6.4 ensure accountability for the use of public funds.

SEEDA may change any of the Outcomes and the Milestones at its discretion, but will give the Recipient not less than 30 days' written notice of any such change.

4.7 In order to allow SEEDA to monitor and evaluate the Project the Recipient will keep, and will ensure that any subcontractor keeps, up to date and accurate records of the Key Data. The Recipient will collect the Key Data, collate them and deliver them to SEEDA in the form specified by SEEDA from time to time, within 30 Business Days after the end of each Quarter and within 30 Business Days after the end of the Project or the termination of this Agreement (whichever is earlier).

4.8 If required by SEEDA, the Recipient will carry out an internal audit of the Project at least once every 12 months and make the results of that audit available to SEEDA. If required by SEEDA, at the completion of the Project or the termination of this Agreement (whichever is the earlier) the Recipient will, at its expense, appoint an independent auditor, approved by SEEDA, to audit all expenditure incurred in connection with the Project and to provide audited accounts of that expenditure and a written report to SEEDA.

4.9 The Recipient will co-operate with SEEDA and provide SEEDA with any report and information required by SEEDA in order to allow SEEDA to carry out quarterly reviews of the Project.

4.10 If and when required by SEEDA, the Recipient will commission interim and final independent evaluations of the Project from a person who has reasonable skill and experience in providing that sort of evaluation and who has been selected in accordance with tendering guidance issued by SEEDA.

4.11 The evaluations referred to in Clause 4.10 must contain sufficient information to comply with SEEDA's Evaluation Policy and must be in accordance with a specification approved by SEEDA in writing before the evaluation is carried out.

4.12 The Recipient will submit each evaluation to SEEDA within 30 days after its completion. Where the Recipient or anyone else carries out an evaluation or review of the Project, and whenever the Recipient submits any information to any third party for evaluation or review in connection with the Project, the Recipient will also provide SEEDA with a copy of that evaluation, review and information as soon as practicable.

5. The Project

5.1 The Recipient will carry out the Project in accordance with the Application and this Agreement.

5.2 The Recipient may not change the Project without first obtaining SEEDA's written consent. The Recipient will notify SEEDA immediately if there is any change of, or proposal to change, any of the Key Individuals. The Recipient will ensure that, if any Key Individual is no longer, for any reason, be involved in the Project, he is replaced by a person acceptable to SEEDA as soon as possible.

- 5.3 The Recipient may not subcontract the performance of any of the Project without first obtaining SEEDA's written consent.
- 5.4 The Recipient must ensure that the Project is carried out in accordance with all relevant legislation and regulations (whether existing at the date of this Agreement or coming into force during the Project Period), and that all necessary licences and consents for the Project are obtained and maintained throughout the Project Period.
- 5.5 The Recipient will appoint a project manager, on or before the beginning of the Project, to manage the Project.
- 5.6 If SEEDA thinks that the Project warrants it, it may require the Recipient to set up a Project Steering Group as a forum for discussion and debate. If the Recipient sets up a Project Steering Group, SEEDA will be entitled to a seat on it, and to be invited to and to speak at all meetings.
- 5.7 The Recipient will allow SEEDA to use, publish and allow others to use and publish the details of any project planning, management, implementation methodology or evaluation used in connection with the Project with a view to encouraging the better planning, management, implementation and impact measurement of projects generally.

6. State Aids

The Recipient warrants that:

- 6.1 except for the Grant, no public sector funding, or other aid or assistance from central or local government body or authority, any statutory undertaking, any other public body or authority, or any other body funded by public money, is being provided or will be provided for the Project, except as set out in the Application;
- 6.2 where any goods, services or other benefits are supplied to any Undertaking in connection with the Project, they will be supplied in return for payment at the market rate or, if there is no market rate, at a price that reflects full costs plus a reasonable margin.

7. Warranties and Liability

- 7.1 The Recipient undertakes and warrants that:
 - 7.1.1 all information provided to SEEDA in response to any call for bids issued by SEEDA, in connection with the Application or otherwise in connection with the Project is and will continue throughout the Project Period to be accurate and complete in all material respects;
 - 7.1.2 there are no facts or circumstances that might affect the decision of SEEDA to award or not to award the Grant that have not been disclosed to SEEDA;
 - 7.1.3 the Recipient is not aware of any circumstances that might affect the Recipient's ability to carry out the Project or the success of the Project and that have not been disclosed to SEEDA;
 - 7.1.4 the Recipient will immediately disclose to SEEDA all material circumstances or any change of circumstance that might affect SEEDA's decision to pay any instalment of the Grant;
 - 7.1.5 if the Recipient is offered or receives any funding or other aid or assistance for the Project from any central or local government body or authority, any statutory undertaking, any other public body or authority or any other body funded by public money, the Recipient will notify SEEDA immediately giving full details of the funding, aid or assistance offered or received; and

7.1.6 the Recipient is not using and will not use the Grant to acquire matched funding from any source.

7.2 SEEDA will not be liable for any act or omission of the Recipient or of any other person involved in the Project.

8. Freedom of Information, Publicity and Acknowledgement

8.1 The Recipient acknowledges that SEEDA is subject to the Freedom of Information Act 2000 and may be required to disclose information in response to a request for information under that Act.

8.2 If SEEDA receives a request under that Act to disclose any information that SEEDA believes may be the Recipient's Confidential Information, it will notify the Recipient and will consult with the Recipient. The Recipient will respond within 5 Business Days to any notice from SEEDA if that notice requests the Recipient to provide information to assist in the determination of whether or not an exemption to the Freedom of Information Act applies to the information requested. The Recipient acknowledges that the decision whether or not to release any information in response to any such request is at the sole discretion of SEEDA.

8.3 The Recipient will acknowledge SEEDA's support of the Project in any press release, publicity material or publication relating to the Project and at every external conference at which an employee of the Recipient speaks about the Project by including the following wording in that publication or presentation: ["This project received funding from SEEDA"] together with the SEEDA logo.

8.4 The Recipient may use the SEEDA logo only in the exact form provided by SEEDA from time to time and in accordance with any rules supplied by SEEDA from time to time.

8.5 The Recipient will do nothing and will not omit to do anything that brings SEEDA into disrepute or that damages SEEDA's reputation, whether by association with the Recipient or in some other way.

9. Data Protection

9.1 SEEDA may use any Personal Data provided to it by the Recipient in connection with the Application or the Project for the purpose of processing and assessing the Application, administering the Grant, reviewing the Project, and statistical analysis in relation to projects funded by SEEDA or any other public body, and policy and strategy. The Recipient will ensure that all individuals involved in the Project are aware of these purposes and consent to SEEDA's use of their Personal Data in this way.

9.2 The RECIPIENT's attention is hereby drawn to the Data Protection Requirements. SEEDA and the RECIPIENT shall observe their obligations under the Data Protection Requirements.

9.3 Where the RECIPIENT, pursuant to its obligations under this Contract, undertakes the Processing of Personal Data on behalf of SEEDA, it shall:

9.3.1 carry out the Processing of Personal Data only in accordance with instructions from SEEDA (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by SEEDA to the RECIPIENT during the Term);

9.3.2 carry out the processing of Personal Data only to the extent, and in such manner, as is necessary for the provision of the Ordered Services or as is required by Law or any Regulatory Body;

9.3.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures

shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 9.3.4 take reasonable steps to ensure the reliability of any RECIPIENT personnel who have access to the Personal Data;
- 9.3.5 obtain prior written consent from SEEDA in order to transfer the Personal Data to any Sub-Contractors for the provision of the Ordered Services;
- 9.3.6 ensure that any RECIPIENT personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 9;
- 9.3.7 ensure that none of the RECIPIENT personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by SEEDA;
- 9.3.8 notify SEEDA (within five (5) Working Days) if it receives:
 - 9.3.8.1 a request from a Data Subject to have access to that person's Personal Data; or
 - 9.3.8.2 a complaint or request relating to SEEDA's obligations under the Data Protection Requirements;
- 9.3.9 provide SEEDA with full cooperation and assistance in relation to any complaint or request made, including by:
 - 9.3.9.1 providing SEEDA with full details of the complaint or request;
 - 9.3.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Requirements and in accordance with SEEDA's instructions;
 - 9.3.9.3 providing SEEDA with any Personal Data it holds in relation to a Data Subject (within the timescales required by SEEDA); and
 - 9.3.9.4 providing SEEDA with any information requested by SEEDA;
- 9.3.10 permit SEEDA or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the RECIPIENT's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by SEEDA to enable SEEDA to verify and/or procure that the RECIPIENT is in full compliance with its obligations under this Contract. In this respect, the RECIPIENT shall be responsible for maintaining the confidentiality of information relating to its other clients;
- 9.3.11 provide a written description of the technical and organisational methods employed by the RECIPIENT for Processing Personal Data (within the timescales required by SEEDA); and
- 9.3.12 not undertake the Processing of Personal Data outside the European Economic Area without the prior written consent of SEEDA and, where SEEDA consents to a transfer, to comply with:
 - 9.3.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
 - 9.3.12.2 any reasonable instructions notified to it by SEEDA.
- 9.4 The RECIPIENT shall comply at all times with the Data Protection Requirements and shall not perform its obligations under this Contract in such a way as to cause SEEDA to breach any of its applicable obligations under the Data Protection Requirements.

- 9.5 SEEDA may from time to time serve on the RECIPIENT an information notice requiring the RECIPIENT within such time and in such form as is specified in the information notice, to furnish to SEEDA such information as SEEDA may reasonably require relating to:
- 9.5.1 compliance by the RECIPIENT with the RECIPIENT's obligations under this Contract in connection with the Processing of Personal Data; and/or
 - 9.5.2 the rights of Data Subjects, including but not limited to subject access rights.
- 9.6 The RECIPIENT will allow its data Processing facilities, procedures and documentation to be submitted for scrutiny by SEEDA or its auditors in order to ascertain compliance with the relevant laws of the United Kingdom and the terms of this Contract. In this respect, the RECIPIENT shall be responsible for maintaining the confidentiality of information relating to its other clients.
- 9.7 With respect to the parties' rights and obligations under this Contract, the parties acknowledge that, except where otherwise agreed, SEEDA is the Data Controller and the RECIPIENT is the Data Processor. Where the RECIPIENT wishes to appoint a Sub-Contractor to assist it in providing the Ordered Services and such assistance includes the Processing of Personal Data on behalf of SEEDA, then SEEDA hereby grants to the RECIPIENT a delegated authority to appoint on SEEDA'S behalf such Sub-Contractor to undertake the Processing of Personal Data provided that the RECIPIENT shall notify SEEDA in writing of such appointment and the identity and location of such Sub-Contractor. The RECIPIENT warrants that such appointment shall be on substantially the same terms with respect to Data Protection Requirements as are set out in this Contract.
- 9.8 Save as set out in this Clause, any unauthorised Processing, use or disclosure of personal data by the RECIPIENT is strictly prohibited.
- 9.9 The RECIPIENT shall be liable for and shall indemnify (and keep indemnified) SEEDA against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and client basis) and demands incurred by SEEDA which arise directly or in connection with the RECIPIENT's data Processing activities under this Contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Requirements by the RECIPIENT or its employees, servants, agents or Sub-Contractors.

10. Sanctions and Termination

- 10.1 If the Recipient breaches this Agreement, including breaching any warranty (and, in the case of a breach capable of remedy, fails to remedy that breach within 30 days after being requested by SEEDA to remedy it), or if the Recipient fails to meet any of the Outcomes and Milestones, or if there is any breach of any State Aid Rule, or if any offence under the Prevent of Corruption Acts 1889 to 1916 is committed, SEEDA may, by giving notice to the Recipient, do any or all of the following:
- 10.1.1 suspend payment of the Grant;
 - 10.1.2 withdraw the Grant;
 - 10.1.3 require the Grant to be repaid (partially or in full);
 - 10.1.4 require any asset whose purchase or acquisition has been funded using the Grant to be transferred to SEEDA; or
 - 10.1.5 terminate this Agreement.
- 10.2 If repayment of all or part of the Grant is required to comply with any State Aid Rule or by the European Commission, SEEDA may require the repayment of the Grant (partially or in full) and the Recipient will immediately repay the same.

- 10.3 If SEEDA requires all or any part of the Grant to be repaid under Clause 10.1.3 the Recipient will immediately make the repayment will also pay interest at the rate of 4% above the base rate from time to time of Barclay's Bank plc from the date of SEEDA's notice requiring repayment to the date of repayment (both before and after judgment). If any repayment of the Grant is made under Clause 10.2, the Recipient will also pay interest at the rate then required under or by virtue of any State Aid Rule for such period as may be required under or by virtue of any State Aid Rule.
- 10.4 SEEDA may terminate this Agreement with immediate effect by giving notice to the Recipient if the Recipient becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of its assets, or if it makes any arrangement with its creditors.
- 10.5 SEEDA may terminate this Agreement at any time on the expiry of not less than 30 days' written notice to the Recipient.
- 10.6 Clauses 1, 2.3, 2.4, 2.5, 2.8, 3, 4, 6, 7.2, 8 9, 10.2, 10.3, 10.6 and 11 will survive the completion or termination of the Project and the termination of this Agreement, and will continue in force indefinitely.

11. General

- 11.1 **Notices:** Any notice to be given under this Agreement must be in writing, may be delivered to the other party by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

<u>Method of service</u>	<u>Deemed day of receipt</u>
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting
By fax (provided the sender's fax machine confirms complete and error-free transmission of that notice to the correct fax number)	the next Business Day after sending or, if sent before 16.00 on the Business Day it was sent

The parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this Clause, as follows:

For SEEDA: Area Manager, SEEDA (Name removed) The Observatory, Brunel, Chatham Maritime, Kent ME4 4NT Fax number: 01634 899901	For the Recipient: Financial Services, Senior Manager. (Name removed) Address: Cecil Street, Margate, Kent, CT9 1XZ Fax number:
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- 11.2 **Corruption:** The Recipient will not offer or give any employee, officer or representative of SEEDA any gift, benefit, inducement or reward in connection with any act or omission in relation to the approval of the Application, the award or administration of the Grant, or the entering into or enforcement of this Agreement.
- 11.3 **Compliance with Laws:** The Recipient will, in performing this Agreement, comply with the Sex Discrimination Act 1975, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Equality Act (Sexual Orientation) Regulations 2007, all relevant Codes of

Practice issued from time to time by the Equal Opportunities Commission, the Commission for Racial Equality or the Disability Rights Commission, and the Recipient will act consistently with SEEDA's Race and Diversity Equality Strategy. The Recipient will ensure that any sub-contractor complies with this Clause 11.3.

- 11.4 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.
- 11.5 **Assignment etc:** The Recipient may not assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of SEEDA.
- 11.6 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.
- 11.7 **Waiver of rights:** If either party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by either party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.
- 11.8 **No agency etc:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or incur any liability, on behalf of the other.
- 11.9 **Entire agreement:** This Agreement and any documents attached to it constitute the entire agreement between SEEDA and the Recipient relating to the Project and the Grant. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement.
- 11.10 **Amendments:** No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative.
- 11.11 **Third parties:** No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination, or to prevent any amendment of this, and no one except a party to this Agreement may enforce any benefit conferred by this Agreement.
- 11.12 **Governing law, etc:** This Agreement is governed by, and it is to be construed in accordance with English law. The English Courts will have exclusive jurisdiction to deal with any dispute between SEEDA and the Recipient in connection with the Project or the Grant or which has arisen or may arise out of, or in connection with this Agreement.

SIGNED for and on behalf of **THE SOUTH EAST ENGLAND DEVELOPMENT AGENCY:** **SIGNED** for and on behalf of **the Recipient:**

Name _____ Name _____

Position _____ Position _____

Signature

Signature

SCHEDULE 1

The Application²

DESCRIPTION AND PURPOSE OF THE PROJECT.

The Margate Renewal Partnership Delivery Team will support the Margate Renewal Partnership to drive forward the four agreed strategic actions for Margate:

- Place Shaping and Place Making (*bringing forward the development of key town centre sites and buildings. Improve vehicular and pedestrian circulation and increasing connectivity*).
- Investing in key sectors – the creative, cultural and visitor economy
- Tackling housing challenges and rebalancing the housing market
- Supporting vibrant and cohesive communities

² Attach copy of proposal or application for funding

SCHEDULE 2

Part 1

The Key Data

The Margate Renewal Partnership Delivery Team's work will not result in direct outputs, as their responsibility is to co-ordinate the work of others and monitor the progress of the partnership. Performance measures for members of staff will be agreed with the employing body and managing authority. SEEDA will monitor targets to ensure that these are SMART and that they capture the strategic added value of the project to Margate. However, the strategic priorities for the Margate Renewal Partnership are as follows:

By 2015, Margate will become a dynamic, thriving and successful town. It will be a major hub and driving force of creativity and culture that excites and inspires residents and visitors alike. It will embrace and celebrate its traditions as a place of relaxation, leisure and seaside fun. The MRP Board has adopted the following four strategic actions:

- Place Shaping and Place Making (bringing forward the development of key town centre sites and buildings. Improving vehicular and pedestrian circulation and increasing connectivity.
- Investing in key sectors – the creative, cultural and visitor economy.
- Tackling housing challenges and rebalancing the housing market.
- Supporting vibrant and cohesive communities.

Part 2

The Key Individuals

The Margate Renewal Partnership delivery team comprises of two core team members:

- Derek Harding, Programme Director and
- A Project Assistant.

The Margate Renewal Partnership Board comprises senior representatives of:

- Kent County Council
- Thanet District Council
- SEEDA
- Homes and Communities Agency
- English Heritage
- Heritage Lottery Fund
- GOSE
- Arts Council
- East Kent Local Strategic Partnership

SEEDA is represented on the Margate Renewal Partnership by:

- Pam Alexander, Chief Executive, is Chair of the Margate Renewal Partnership
- Interim Area Director for Kent and Medway, is a Board Member (Name removed)
- Area Manager sits on the Margate Officer Group (Named removed)

Part 3

The Project

The core duties of the Margate Renewal Partnership delivery team are to support the Margate Renewal Partnership by:

- Advising the Board on strategic direction of the overall programme;
- Co-ordinating the activities of the Partnership, including Board meetings, sub groups and officer working group;
- Supporting, and if appropriate, leading on specific project development acting as a central resource for partner's efforts in Margate;
- Overseeing the Objective 2 programme
- Co-ordinating external funding applications aligned to and in support of the programmes strategic objectives;
- Monitoring progress against overall programme and provide regular reports to funders;
- Developing and managing the programme evaluation;
- Producing and overseeing the Implementation Plan;
- Promoting and publicising the Partnership activities;
- Developing and maintaining relationships with other key stakeholders, including government, private sector and local organisations.

SCHEDULE 3

Outcomes and Milestones

The Margate Renewal Partnership delivery team will not contribute directly to outputs. However, the partnership aims to achieve the following strategic outcomes:

- Reduction in unemployment levels in 2 wards by 5% by 2011;
- Increase in owner occupation in 2 wards by 10% by 2011;
- Reduction in vacancy rates in Margate Town Centre from 33% to 20% by 2011.

Central Margate's regeneration is unlikely to be completed in less than 10 years but by the end of the 2011 it is anticipated that the delivery team, alongside partners and overseen by the partnership will have:

1. Raised the profile of Central Margate and enhanced its image as a place to work, live and visit.
2. Secured major public sector funding for and Government commitment to the delivery of key elements of the plan.
3. Reached agreement with private sector developers on plans for quality leisure, housing and commercial developments and begun the planned redevelopment of key town centre sites.
4. Firmly established the Old Town as a vibrant and popular cultural quarter.
5. Facilitated the implementation of projects and targets identified in the MRP Implementation Plan.

SCHEDULE 4
Qualifying Expenditure

Accounting period	Year 1 09/10	Year 2 10/11
Quarter one	£22,500	£22,500
Quarter two	£22,500	£22,500
Quarter three	£22,500	£22,500
Quarter four	£22,500	£22,500
Total	£90,000	£90,000