



Economic Development

Plymouth Manufacturers Group

Plymouth City Council
Ballard House
West Hoe Road
Plymouth
PL1 3BJ

T 01752 307996
E david.lea@plymouth.gov.uk
www.plymouth.gov.uk

Please ask for: David Lea

Date: 1 March 2015

Dear Steve

**RE: Manufacturing and Marine Challenge fund – Plymouth Manufacturers Group
PROVISION OF – Plymouth Manufacturers Group - City Deal Manufacturing and
Marine Challenge**

1. Plymouth City Council (“PCC”) would like to make an offer of a Grant to Plymouth Manufacturers Group (the “**Grant Recipient**”) in support of Plymouth Manufacturers Group - City Deal Manufacturing and Marine Challenge (“**the Project**”) to the value of **£40,000**. This letter sets out the terms applicable to the Grant.
2. The total cost of delivering the Project until 31 May 2017 is **£40,000**. PCC will contribute all of this cost by way of the Grant.
3. The Grant is offered in accordance with the Conditions of Funding Offer laid out in Appendix 1.
4. All grant claims for this Project should be addressed to Plymouth City Council, Economic Development Service, Ballard House, West Hoe Road, Plymouth, PL1 3BJ.
5. The Project consists of:
 - a. Carrying out the Project activities fully described in the Proposal (the “**Proposal**”) attached at Appendix 4 submitted by the Grant Recipient as part of the invitation by Plymouth City Council to provide a series of School and Manufacturer engagement activities. The Proposal formed the basis of the decision to award this Grant.
6. The Grant is to be paid in respect of Eligible Expenditure.

7. “Eligible Expenditure” are costs which the Council is satisfied are reasonably and properly incurred and paid by the Grant Recipient in the delivery of the Project. The Grant is to be spent on revenue only. No Grant will be paid in respect of or should be spent on capital expenditure.
8. Payment of the Grant will be made in accordance with the expenditure profile contained in Appendix 3.
9. Key milestone dates of the grant are:

Milestone	PCC Date
A. The start date being the earliest date that expenditure by you can be Eligible Expenditure	01-Mar-15
B. The Anticipated Completion Date being the date by which you anticipate that you will have achieved completion of the Project Activities	31-Mar-17
C. The End date being the final date upon which PCC shall make any payment of grant to you	31-May-17
D. Key milestone dates from the Specific Project:	
Activity 1 Marketing and Promotion	30-Jun-15
Local Materials for publicity ready for use	
Activity 2 Resources for Schools – Purchase, Deployment, Sharing	31-Jul-15
Purchase completed	
Activity 3 CPD/ Training / Work Experience for Teachers	
a) Recruitment of teachers and host firms starts	01-Jun-15
b) Interim CPD Evaluation Report	?
Activity 4 Making Work Experience work for Small Business	
Not applicable	
Activity 5 Local Events & Employer/School twinning activity	
a) First “See Inside Manufacturing” Event completed	31-Jul-15
b) School/ Manufacturer Twinning Activity – Promotion Materials ready for use	01-Jul-15
c) Apprenticeship Trade Fair held	07-Mar-15
d) “Women into STEM Plymouth” 12 month events calendar published	30-Jun-15
Activity 6 Award Schemes	
Not applicable	
Ambassador Recruitment, training and deployment	
Not applicable	

Programme evaluation

- a) Contribute to Interim Evaluation
- b) Contribute to Final Evaluation

Mar-16

Mar-17

10. The principal contact for the Project at PCC is:

David Lea 01752 307996

11. If you wish to receive Grant for the support of the Project and you are willing to comply with the terms of this letter and the appendices please sign, date and return a copy of this letter.

Yours sincerely,

Patrick Hartop
Head of City Deal
Plymouth City Council

On behalf of the Grant Recipient, I accept the grant offer on the basis of the conditions set out in this letter and its appendices

Signed by

Authorised signatory of Grant Recipient

Title

Date

Appendix 1

Conditions of Funding Offer

1. Grant Claims

The total amount of Grant to be paid to the Grant Recipient in respect of Eligible Expenditure is not to exceed the £40,000 amount stated in the offer letter dated 1st March 2015.

2 Grant Claim Conditions

PCC will not make any payment of the Grant unless and until the following conditions have been met:

- 2.1 The Grant Recipient has satisfied PCC that the Grant Recipient has (and continues to have) all funding needed to pay for expenditure in relation to the Project which is not Eligible Expenditure.
- 2.2 The Grant Recipient has satisfied PCC that Eligible Expenditure has been incurred and that payment has been made by the Grant Recipient in respect of any Eligible Expenditure to which a grant claim relates.
- 2.3 Relevant Project outputs stated in the Proposal are achieved. A quarterly profile of expected outputs is shown in Appendix 2.

3 Grant Claims Process

- 3.1 The Grant Recipient is entitled to claim payment of Grant in arrears, for each instalment period. The instalment periods will be quarterly ending on 31 March, 30 June, 30 September and 31 December, to be submitted by the 5th of the following month (April, July, October, January).
- 3.2 Each grant claim must consist of a progress report, expenditure spreadsheet and claim form as provided by PCC.
- 3.3 The Grant Claimant should submit all documentation (including but not limited to quarterly claims and the documentation required pursuant to paragraph 3.2) to Plymouth City Council, Economic Development Service, Ballard House, West Hoe Road, Plymouth, PL1 3BJ;
- 3.4 Claims must be in line with the expenditure profile ("**the Expenditure Profile**" defined in Appendix 3);
- 3.5 PCC monies will be paid by BACS within 30 days of approval by PCC;
- 3.6 The last date for any claim to PCC in respect of any Grant Claim is the end date detailed in the offer letter, unless PCC delays its approval beyond the end date at its discretion.

4 The Expenditure Profile

- 4.1 If in any financial year there is a shortfall in the amount of Eligible Expenditure by reference to the amount planned in the Expenditure Profile, a request must be made in writing to PCC and confirmed in writing before any underspend can be carried forward to the following year.
- 4.2 If in any financial year there is an overspend in the amount of Eligible Expenditure by reference to the amount planned in the Expenditure Profile, PCC will be under no obligation to pay such overspend in that financial year or in any future years.

5 Rights Reserved - Commitment of Resources

- 5.1 The Grant Recipient acknowledges that a departure from the Expenditure Profile in any financial year may result in those resources being allocated elsewhere to satisfy PCC objectives;
- 5.2 PCC should be notified immediately should there be any perceived departure from the Expenditure Profile.

6 Material Changes to the Project

Any material change to the Project will require the written approval of PCC. No approval to a material change to the Project may be taken to approve the payment of an additional amount or imply any intention to consider paying an additional amount, unless it expressly makes provision to that effect.

7 Events of default and rights reserved for breach of the Funding Agreement

The following events are “**Defaults**”:

- 7.1 The Grant Recipient fails to comply with the conditions laid out in these appendices and accompanying letter
- 7.2 Completion of the Project activities (as set out in the Proposal and Appendix 2) have not been achieved by the Anticipated Completion Date;
- 7.3 A material change to the Project is made without the prior written approval of PCC;
- 7.4 The Grant Recipient in the opinion of PCC no longer has the financial resources to carry out and complete the Project;
- 7.5 A lack of progress towards achieving the Milestones or Outputs providing reasonable ground for PCC to question the future benefits to be derived from the Project or to doubt whether the Project will be (or will continue to be) good value for money;

- 7.6 Any financial irregularities or any fraud on the part of the Grant Recipient have been identified or reasonably suspected by PCC in connection with the Project;
- 7.7 Any information given or representation made by the Grant Recipient in the application for the Grant and/or Proposal, report or other document relating to this Project is found to be incorrect or incomplete to an extent that PCC, acting reasonably, considers to be material;
- 7.8 Any report or certificate made by the Grant Recipient's auditor or reporting accountant is unsatisfactory to PCC for any reason;
- 7.9 The Grant Recipient is unable to pay monies owing or does not pay any sum owing within 30 days of demand to PCC under an agreement for the financial support of any other project or activity with PCC;
- 7.10 There is a material change in ownership, control and nature of business of the Grant Recipient;
- 7.11 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 or PCC has reasonable grounds for believing that any such is imminent.

The Grant Recipient is, or adjudicated or found to be, insolvent or stops or suspends payment of its debts as they fall due or proposes to enter 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.

8 Rights reserved for PCC in relation to an event of default

- 8.1 Where a Default has occurred PCC may by written notice to the Grant Recipient take any one or more of the following steps, acting reasonably:
 - 8.1.1 Suspend the payment of the Grant for such period as PCC shall determine;
 - 8.1.2 Reduce the maximum sum payable in respect of the Grant in which case the grant payments shall thereafter be made in accordance with the variation notified to the Grant Recipient by PCC;
 - 8.1.3 Cease to make payments to the Grant Recipient under this agreement; or
 - 8.1.4 Require repayment of Grant sums already paid to the Grant Recipient
 - 8.1.5 Terminate this agreement with immediate effect.

9 Not Used

10 Continued rights of actions or remedies of PCC

The provisions of Clause 8 above shall be without prejudice to any other right of action or remedy of PCC in respect of any breach by the Grant Recipient of the provisions of this agreement.

11 Not Used

12 Records and reports

- 12.1 The Grant Recipient shall keep auditable records of all income and expenditure for the Project to the standards required from time to time by PCC;
- 12.2 The Grant Recipient shall make their financial books and records and records of employment that are relevant to the Project available upon reasonable notice for inspection by PCC, the Audit Commission and PCC's representative.
- 12.3 The Grant recipient shall supply PCC with quarterly progress reports in relation to the Grant and the provision of the Project submitted by 05 April, 05 July, 05 October, 05 January in each year.

13 Value Added Tax

- 13.1 The payment of the Grant by PCC under this 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 PCC shall not be obliged to pay any additional amount by way of Value Added Tax.

14 Intellectual Property

- 14.1 The Grant Recipient grants to the Council, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Project. The Grant Recipient shall, promptly at the Council's request, do (or procure to be done) all such further acts and things and execute (or procure the execution of) all such other documents as the Council may from time to time require for the purpose of securing for the Council the full benefit of the Project, including all right, title and interest in and to the Intellectual Property Rights assigned or licensed to the Council in accordance with the Project.
- 14.2 For the purpose of this clause "Intellectual Property Rights" means "all intellectual property rights, whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world including all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets).

15 Freedom of Information

- 15.1 The Grant Recipient acknowledges that the Council is subject to the requirements of the Freedom Of Information Act 2000 and Environmental Information Regulations 2004 and shall assist and co-operate with the Council (at the Grant Recipient's expense) to enable the Council to comply with its obligations under the said Act and Regulations.

16 Data Protection (see appendix 5)

- 16.1 The Grant Recipient is required to sign the Information Sharing Agreement in Appendix 5.

17 Miscellaneous

- 17.1 The Grant Recipient will acknowledge the Grant provided by PCC on all printed material used in connection with the Grant funded activities, in compliance with the over-arching requirements of PCC and in accordance with any marketing strategy specified by PCC from time to time.
- 17.2 Where procurement of goods, services or works is required, the Grant Recipient will comply with PCC procurement rules that conform to best value procurement practices.
- 17.3 The Grant Recipient will indemnify PCC and keep PCC indemnified against any loss, claim, damage or liability that arises in consequence of its use of the Grant funding.