

To : Michael Raworth,
Enterprise Solutions (NW) Ltd,
Egerton House,
Tower Road,
Birkenhead,
Wirral
CH41 1FN

WORKING WIRRAL FUNDING

RE: Project ISUS Complementary Services Project

1. Wirral Borough Council ("the Council") has agreed to offer to Enterprise Solutions (NW) ("you") a grant of up to Nine Hundred and Nineteen Thousand Five Hundred Pounds (£919,500) ("the Grant") upon the terms and conditions set out below.
2. The Grant is offered to you in order to financially assist you to carry out and complete the 'ISUS Complementary Services' project ("the Project") described in your application for the Grant and in any subsequent information you have submitted to the Head of Housing and Regeneration, Neighbourhoods Team, Regeneration Department, Wallasey Town Hall, Brighton Street, Wallasey CH44 8ED.
3. The Project will be to provide complementary services to enhance the NWDA Intensive Support Start Up Programme as follows:-
 - o Awareness and development workshops
 - o Monitoring coverage for all new businesses up to three years of trading including seven interim monitoring sessions at three monthly intervals and also at 18, 24 and 36 months
 - o Provision of specialist post start and aftercare adviser support

4. You must ensure that the Project produces the outputs ("Outputs") detailed at Appendix 1 within the lifetime of the project. Your project will be monitored against these Outputs.
5. Your project will be allocated funds as set out below and will be monitored against the Financial Profile as set out at Appendix 1.

Funding Source	2009/10	2010/11	2011/12	Project lifetime
	(£)	(£)	(£)	(£)
Working Neighbourhoods Fund	175,000	569,500	175,000	919,500

6. Claims for payment of the Grant shall be made in writing to the Head of Housing and Regeneration, Neighbourhoods Team, Regeneration Department, Wallasey Town Hall, Brighton Street, Wallasey CH44 8ED in such form as the Head of Housing and Regeneration requires and shall include invoices and/or such other evidence of expenditure as the Head of Housing and Regeneration and/or the Wirral Borough Council shall require.
7. The Grant shall be paid only against expenditure which is eligible for grant funding under Council Standing Orders and the Commissioning process of Working Wirral and where applicable European Social Fund regulations. For details of ESF requirements please see Appendix 2 (attached). In respect of the Project the items eligible for grant funding are costs in relation to those activities in relation to 3 above.

Only expenditure incurred after the date of this offer is eligible for grant funding.

8. In particular you should be aware that the following are not eligible for grant funding:-

- a] expenditure on activities of a political or exclusively religious nature;
- b] expenditure supported from other government sources, local authority grants, charges paid by leaseholders, or EC structural funds, to the extent that the combined grant and other support total more than 100% of the project or scheme costs;
- c] expenditure on works or activities which any person has a statutory duty to undertake, except where there is strong justification in terms of the regeneration outputs or impact that will result e.g. in the case of beneficial activity brought forward, or carried out in a way which best promotes sustainable regeneration, as a result of grant support;
- d] recoverable input VAT incurred;
- e] any liability arising out of negligence;
- f] payments for unfair dismissal or redundancy to staff employed on fixed term contracts;
- g] expenditure on a project not previously approved and for which it is intended that grant will be claimed, where such expenditure took place before the issue of a funding agreement letter from Wirral Borough Council;
- h] payments made in advance of need.

This list is not comprehensive and you are advised to seek advice from the Head of Housing and Regeneration, before incurring expenditure, if you are in any doubt as to whether it is eligible for grant funding.

9. The amount of Grant payable shall be calculated as 100% of the total cost of the eligible expenditure of the Project up to a maximum of Nine Hundred and Nineteen Thousand Five Hundred Pounds (£919,500).
10. The first grant of up to £175,000 shall only be payable on or before the 31st day of March, 2009. The last date you may make a claim for a payment during the current year is 16th day of April, 2010. The final date you may make a claim for a payment against this project is 31 day of October, 2012.
11. Any material changes to this Agreement must be agreed and approved before proceeding. This includes any changes resulting in more than a 10% reduction in Outputs. No amendment or variation shall be effective unless it is secured in writing and signed by or on behalf of each of the parties and all consequential amendments required to be made to the offer as a result of such amendments are addressed.

Failure to notify changes that alter the nature of the Project or failure to obtain prior agreement to changes may result in withdrawal of all funding. You must notify all changes in writing immediately and seek agreement before proceeding.

12. You must inform the Head of Housing and Regeneration if you receive any other grant funding in respect of the Project from another public body or authority and provide evidence of such grant funding. Wirral Borough Council reserves the right to vary the amount of the Grant in the light of any such grant aid. This may include asking you to repay the Grant or a part of it.
13. You must not vary or deviate from the Project as described in your application for the Grant or in any information you have subsequently given to the Head of Housing and Regeneration in support of your application without the prior agreement of the Head of Housing and Regeneration in writing.
14. You must provide to the Head of Housing and Regeneration such information with regard to the Project (and in particular with regard to the Outputs), including invoices, certificates, vouchers, books and records, as the Head of Housing and Regeneration may from time to time require. Copies of all documentation must be held and be made available for inspection for a period of seven years after the date of completion.
15. Where applicable, you must comply with the European Commission publicity requirements as specified in Appendix 3 attached. You are responsible for ensuring that European Funding from the ESF is publicised to ESF and match funded participants and the general public. In addition, you must display on any property acquired or used in connection with the Project or on any stationery or literature used or produced in connection with the Project a sign or statement (as

appropriate) first approved by the Head of Housing and Regeneration to the effect that the Project is grant aided by both the European Social Fund and a statement to the effect that the 'Project is funded by the Wirral Borough Council's Working Neighbourhoods Fund'. This should be supported with the Wirral Council and the Wirral Local Strategic Partnership logos which can be provided by the Head of Housing and Regeneration upon request.

16. You must start to carry out the Project as soon as reasonably practicable after the date on which you accept this offer and thereafter you must proceed diligently and complete the Project within the specified times.

17. If you are in breach of any of the terms and conditions of this offer at any time before the expiry of the period of three years after the date of the last payment of Grant the Council shall not be obliged to make any further payment of Grant and further the Council reserves the right to:-

- vary the amount of Grant payable; or
- suspend payment of Grant; or
- withhold payment of Grant;
- require you to repay some or all of the Grant.

18. If the Council shall require you to repay some or all of the Grant pursuant to the terms and conditions of this offer you must do so within fourteen days of such a request. If you do not do so you will also be required to pay to the Council interest upon the sum requested at the rate which is 3% above the base lending rate of

NATWEST Bank Plc from and including the day fifteen days after the request for payment until the date of actual payment.

19. You must observe and perform the terms and conditions of this offer throughout the period during which you carry out the Project and for a further period of three years after the date of the last payment of Grant.
20. You shall take reasonable steps to obtain value for money when you acquire goods and services in connection with the Intervention by obtaining quotations (in writing where any goods or services are expected to cost in excess of £750) or applying competitive tendering unless there are overriding reasons why this would be inappropriate. If you are in any doubt as to whether a competitive tendering process is appropriate in any circumstances you are advised first to consult the Head of Housing and Regeneration.
21. You will have an Equality and Diversity policy that is actively implemented and regularly reviewed. Where appropriate you should have Equality Schemes which comply with the relevant legislation. You must be able to produce evidence of your policies and activities to the Head of Housing and Regeneration if requested. As a minimum, you will be expected to maintain and submit appropriate monitoring records which demonstrate key information about who is benefiting from the Project as detailed in section 4.
22. There are a number of pieces of equalities legislation you must abide by, covering the areas of Race, Disability, Gender, Age, Sexual Orientation and Religion or

Belief. For up-to-date guidance on duties under this legislation, contact the and Human Rights Commission (www.equalityhumanrights.com)

23. Statutory Obligations

In carrying out the Project you must comply at all times with all statutory requirements, other laws and regulations relating to you, your organisation and/or the Project and its operation including (without limitation) adherence to:

- the national minimum wage;
- the "Working Time" Directive;
- other employment law
- the legislation relating to Health and Safety;
- the legislation pertaining to the protection of Child, including (where appropriate) gaining registration under the Children's Act 1989 and any statutory re-enactment or modification thereof;
- the legislation pertaining to Data protection;
- the laws and legislation pertaining to Intellectual property rights;
- OFSTED requirements, and
- human rights legislation

24. You shall at all times (unless exempted as the result of the public status of your Organisation) maintain adequate insurance cover in connection with the intervention, including employee and public liability cover for your Organisation.

25. You must effect and maintain throughout the period of this agreement insurance in respect of any property purchased, built, altered, repaired or improved either wholly or partly with the Grant with a reputable insurer or insurers and in an amount sufficient to rebuild or repair such property in the event of its damage or destruction by any of the insured risks.
26. You must effect and maintain throughout the period of this agreement insurance in respect of any goods, equipment or any other thing purchased either wholly or partly with the Grant with a reputable insurer or insurers and in an amount sufficient to replace such goods, equipment or any other thing in the event of its loss, damage or destruction by any of the insured risks.
27. You must effect and maintain throughout the period of this agreement employer's liability insurance with a reputable insurer or insurers to cover in respect of anyone employed by you in connection with the intervention and also effect adequate third party insurance in connection with the Intervention.
28. Obtain any such other insurance, as your Organisation considers appropriate and prudent.
29. You must produce to the Head of Housing and Regeneration (so often as may be required but not more than once in any period of insurance) a copy of the policy or policies of insurance effected by you together with a copy of the receipt or receipts for the then current premium or premiums.

30. You must observe and perform in accordance with the terms and conditions of this agreement throughout the period during which you carry out the Intervention and for a further period of three years after the date of the last payment of Grant.

Signed: For Wirral Borough Council

DATED:.....

I/We/for and on behalf of (the * person(s) /company /organisation * named in the above offer) **HEREBY ACCEPT** the offer of Grant on the terms and conditions set out above and **HEREBY AGREE** and **UNDERTAKE** with the Council to be bound by and to observe and perform those terms and conditions.

Name (and position in *company/firm/organisation*)

.....(Please print)

Signature(s):

Date:

(* Please delete as appropriate)

APPENDIX 1 – OUTPUTS FORECAST [Project specific information]

Ref	Output																
	Awareness and development workshops																
	Monitoring coverage for all new businesses up to three years after of trading including seven interim monitoring sessions at three monthly intervals and also at 18, 24 and 36 months																
	Provision of specialist post start and aftercare adviser support																
	Support towards 300 job starts per annum – 2009/10, 2010/11 and 2011/12																

APPENDIX 1 – FINANCIAL FORECAST

Expenditure	2009/10				2010/11				2011/12				All Yrs
	Apr – June	July – Sept	Oct – Dec	Jan – Mar	Apr – June	July – Sept	Oct – Dec	Jan – Mar	Apr – June	July – Sept	Oct – Dec	Jan – Mar	Total
Total costs			50000	125000	142375	142375	142375	142375	125000	50000			919500

1. The Applicant is deemed to be fully aware of and must abide by and adhere to the following EU Structural Fund Regulations as issued from time to time by the EU:
 - 1.1 Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) 1260/1999;
 - 1.2 Regulation 1081/2006 of the European Parliament and of the Council on the European Social Fund and repealing Regulation (EC) No 1784/1999;
 - 1.3 Commission Regulation 1828/2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund Information and Publicity Measures;
 - 1.4 EC State Aid rules applicable at the date that ESF support is granted.
2. Where ESF funding is identified as contributing to the Grant, you must agree to:
 - 2.1 Comply with and adhere to all European Union (EU) Structural Fund Regulations, Public Procurement Directives and ESF (Non CFO) Beneficiary Guidance produced by the Managing Authority in delivering ESF priorities.
 - 2.2 Ensure that any subcontracted ESF provision complies with all EU Structural Fund Regulations.
 - 2.3 Use best endeavours to deliver the outputs and results specified in Section 4 in accordance with the terms and conditions set out in the Agreement and Schedules.
 - 2.4 Repay any ESF expenditure that is deemed ineligible in accordance with Structural Fund Regulations and related guidance and in accordance with the specifications of this Agreement and Schedules.
3. The Applicant must ensure compliance with the conditions set out in this Agreement. In particular the Applicant must:

- establish effective monitoring and financial systems, so that the cost of each activity, output and result expected to be generated can be clearly identified.
- notify the Managing Authority immediately if any financial irregularity in the use of ESF is suspected and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement, or use of funds for purposes other than that approved;
- make documents available and provide reasonable access for:
 - ◊ inspection visits and scrutiny of files by, but not limited to, representatives of the DWP Audit Authority, Managing Authority, Government Departments, the European Commission, National Audit Office (NAO) or the European Court of Auditors;
 - ◊ external audits and review of activity and of financial, appraisal and monitoring systems.

The European Commission, the European Court of Auditors, Government Offices, NAO, DWP and other regulatory bodies as required by or on behalf of DWP will have right of access to the Applicant for audit and inspection purposes. Auditors may wish to visit any sub contractors to check that expenditure claimed is actual, eligible and relevant.

4. CHANGES TO ESF PARTICIPANT GUIDANCE AND REQUIREMENTS

- 4.1 All amendments, variations or additions made by the Managing Authority, from time to time, for the distribution and / or payment of monies and / or administration of any ESF provision or programme shall be notified to you via the ESF website and you shall be deemed to have both actual and constructive knowledge of such amendments, variations or additions from the date that they are placed on the ESF website. ESFD will use best endeavours to circulate any guidance in advance of publication on the website.

For further guidance please visit the ESF website: <http://www.esf.gov.uk>

APPENDIX 3 – PUBLICITY

1. This schedule sets out the information and publicity requirements for the delivery of ESF activity, including all projects that are being delivered (in part or entirely) through match funding.
2. The requirements relate to ESF activity and include measures that must be observed to comply with the publicity requirements of the European Commission and Secretary of State.
3. The Applicant and any sub contractors are required to acknowledge financial help from the ESF. The Applicant is responsible for ensuring that ESF and match funded support activity is publicised to ESF participants and the general public.
4. The Applicant and any partners are required to implement specific ESF information and publicity measures required by ESF Guidance. These measures include:
 - displaying the ESF logo and publicising EU support. These must be used on information and publicity materials, erection and display of an ESF plaque at the Applicants premises.
5. In addition, the Applicant is required to undertake and/or support other measures to publicise the ESF programme that are agreed at national and regional levels and/or which may be required.