

## Appendix 3

### Grants for Acceptance

	Scheme name / summary description of key terms	Funder	Value £'000
<b>A</b>	<b>Transport Regeneration &amp; Climate Change</b>		
Page 59	<p><b>City Region Sustainable Transport Fund – Northern Communities Development Fund</b></p> <p><b>Background</b></p> <p>The Grant is to provide funding to develop a business case to support active travel and public transport improvements along the A6135 corridor and surrounding northern communities in Sheffield. (the “Project”). The detail of the project is subject to change as the business case progresses to full grant award and will subject to separate terms and conditions. Full award expected to be £25,000,000, this project makes up 14% of this total funding (£3,500,000) The Grant Agreement provides a detailed operational breakdown of activities and costs that are eligible to be funded by the Grant (see details).</p> <ul style="list-style-type: none"> <li>• Feasibility studies or preliminary assessment work to investigate a site for a capital scheme,</li> <li>• Technical support</li> <li>• Critical friend advice on developing the Business Case or funding to support any statutory or procurement processes or to fund any environmental or equalities impact assessments.</li> </ul> <p><b>Financial Terms and Conditions</b></p> <ul style="list-style-type: none"> <li>• Capital grant of £3,500,00 paid to Sheffield City Council (“SCC”) from SYMCA (the “Funder”)</li> <li>• The Grant will be treated as Conditional and will be subject to clawback if the Grant terms and conditions are not complied with (see details)].</li> </ul>	South Yorkshire Mayoral Combined Authority	3,500

- SCC and the Funder agree that payment of Grant is not consideration for a supply for VAT purposes.
- Eligible expenditure is net of VAT recoverable and the Grant is out of scope for VAT
- SCC will be making grant payments to third parties, and therefore SCC must ensure any third parties comply with the terms of the Grant Agreement.
- Grant Commencement Date: 19/12/2023
- Grant End Date/Target submission of next business case: 31/01/2025
- **Payment is made on the following terms: -**
  - Business case submitted to 'satisfactory' standard.
  - Ongoing engagement from SCC in regard to submission of monitoring and reporting throughout the lifecycle of the project.
  - Agrees to publish the business case to enable public consultation.
  - Claims to be submitted using approved claim form and returned with an executed agreement.
  - Provide satisfactory evidence of expenditure as can be reasonable be expected.
  - If payment terms are not met, the funder reserves the right to withhold grant funding.
  - Additionally, clawback can occur if:
    - o Significant change is implemented by SCC to the project development works which is not approved by the funder (SYMCA).
    - o Satisfactory progress has not been made.
  - Funder withholds right to terminate agreement with immediate effect.

SCC is to comply with the following requirements specified in the Grant Agreement:

- the accounting audit, monitoring and reporting requirements (see details);
- the documentation, records and evidentiary requirements (see details);
- the data protection, information and publicity requirements (see details);
- the detailed performance management and key performance indicator requirements (see details);
- the insurance requirements (see details)
- SCC agrees to cover any development expenditure exceeding the grants value of £3,500,000.
- SCC will not attempt to recover more than salary plus 35% on-costs annual for its own internal costs for administration of the project.

### General Terms and Conditions

- SCC must only use the Grant for the Project and associated eligible expenditure, as specified in the Grant Agreement.
- SCC must not use the Grant for a range of purposes (see details).
- SCC must comply with the risk management obligations contained in the Grant Agreement and maintain an appropriate risk register (see details).
- SCC must evidence due diligence to manage fraud risk and data on key performance indicator progress.
- SCC may use grant with third party finance or SCC revenue budget to deliver additionality. SCC will ensure the use of the Grant does not breach any subsidy controls, legislation or international regulation.

### End of Project Requirements

- Final reports: closure letter, signed declaration, final report by 31/01/2025.
- The Grant maybe subject to External Audit and where requested an audit by an independent reporting accountant.
- Chief Executive and Chief Internal Auditor maybe be required to sign a declaration at the end of the Project.
- Retention Period: 6 years
- The Grant Agreement is not intended to establish any partnership, joint venture or relationship of employment between SCC and the Funder, constitute either party as the agent of the other party, nor authorise either SCC or the Funder to make or enter any commitments for or on behalf of the other party.

### Commercial Implications

All public sector procurement is governed by and must be compliant with the Grant Agreement and UK National Law. In addition, all procurement in SCC must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs). CSO requirements will apply in full to the procurement of services, goods or works utilising grants. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase / acquire services, goods or works must go via a competitive process, comply with the Local Government Transparency Code 2015 [ and s.14 of the Grant Agreement]. The Portfolio / Service Grant Manager will need to contact the Commercial Services Team for detailed guidance on adherence to these rules when spending the Grant.

## Legal Implications

The Council has a general power under Section 1 of the Localism Act 2011 to do anything that an individual may generally do, provided it is not prohibited by other legislation and the power is exercised in accordance with the limitations specified in the Act. This enables the Council to become accountable body and accept the funding of up to £3,500,000 from South Yorkshire Mayoral Combined Authority (SYMCA).

If a decision is made to become accountable body for the funding, then the grant letter will be entered into with SYMCA. Officers involved in the delivery of this project must ensure that they are aware of and comply with the terms of the grant letter. Key points to note from the grant agreement with SYMCA are:

- The grant must only be used for the eligible costs which were agreed as part of the approved business case.
- Payment of the grant is towards capital expenditure and is to be treated as funded by a capital receipt.
- Award of the grant is subject to a number of conditions; these include but are not limited to the business case being approved in accordance with SYMCA's assurance framework and the Council complying with any business case requisites and/or conditionality agreed as part of the assurance process.

SYMCA may require the grant to be repaid or terminate the grant letter in a number of different circumstances for example if the grant is used for any other purpose than the works it was agreed for, there is a significant change to the project development works or project, the Council have not made satisfactory progress in delivering the project or have failed to comply with the terms of the grant letter.

The Council must comply with all applicable legislation and regulations including but not limited to UK GDPR, the Data Protection Act 2018, Equality Act 2010 and the Subsidy Control Act 2022.

<b>B</b>	<b>Communities Parks &amp; Leisure</b>	
	None	
<b>C</b>	<b>Waste and Street Scene</b>	
	None	
<b>D</b>	<b>Adult Health &amp; Social Care</b>	
	None	
<b>E</b>	<b>Housing</b>	
	None	
<b>F</b>	<b>Education Children &amp; Families</b>	
	None	
<b>G</b>	<b>Strategy &amp; Resources</b>	
	None	
<b>H</b>	<b>Economic Development &amp; Skills</b>	
	None	

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