

**THIS AGREEMENT** is dated

2017

**PARTIES**

- (1) **SOLIHULL METROPOLITAN BOROUGH COUNCIL** of PO Box 18, Council House, Solihull, B91 9QS (**SMBC**); and
- (2) **Library of Birmingham**, Centenary Square, Broad Street, Birmingham B1 2ND

Each a "Party" and together the "Parties"

**BACKGROUND**

- (A) SMBC's application for a grant from ERDF in support of the ERDF Enterprise Development and Growth, GBSLEP Area project has been approved by DCLG and will be made available on the terms of the Funding Agreement (as defined below).
- (B) The Delivery Partner intends to work with SMBC on a number of Project Activities (as defined in the Funding Agreement and Schedule 2 of this Agreement) and SMBC will utilise grant funds for such purposes on behalf of the Delivery Partner and be responsible for the coordination and monitoring of the grant in accordance with the Funding Agreement.
- (C) This Agreement sets out the terms and conditions on which the Parties shall engage with each other in relation to these arrangements.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Accountable Officer:** the person nominated in accordance with the provisions of clause 3.9

**DCLG:** the Department for Communities and Local Government.

**ERDF:** the European Regional Development Fund.

**Funding Agreement:** the agreement and associated schedules entered into between SMBC and DCLG, a copy of which is attached as Schedule 1.

**Grant:** means the grant of ERDF payable pursuant to the Funding Agreement and this Agreement up to the Maximum Sum.

**Maximum Sum:** means the maximum amount of ERDF Grant payable by SMBC to the Delivery Partner for the support of the Project, as specified in Schedule 3, Part A.

**Monitoring Procedures:** the Project monitoring procedures, Article 125 or Article 127 audits and any other reporting, monitoring or audit processes required by ERDF and/or DCLG from time to time in relation to the Project or Project Activities.

**Nominated Person:** the person nominated under the provisions of clauses 3.9 and 9.3

**Secretary of State:** the Secretary of State for Communities and Local Government

- 1.2 Capitalised terms used in this Agreement and not otherwise defined shall have the same meaning attributed to them in the Funding Agreement unless otherwise defined in 1.1 above.
- 1.3 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules annexes and background.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.

## **2. FUNDING AGREEMENT**

- 2.1 The Delivery Partner agrees and acknowledges that it has read and understands the terms of the Funding Agreement.
- 2.2 The following clauses in the Funding Agreement shall not apply to the Delivery Partner:
  - (i) 4.1 and 4.2 (The Application And Acceptance of Grant Terms)

- (ii) 5.3(a) (Conditions Precedent to the payment of Grant)
- (iii) 5.4 (Grant Claims Procedure)
- (iv) 9.1 and 9.2 (Changes To The Project)
- (v) 12.1(e) (Events Of Default)
- (vi) 12.8 (Reduction in grant for underperformance)
- (vii) 14.2 (Project Assessment)

2.3 The Parties agree that, to the extent that the Delivery Partner participates in Project Activities, references to the "Grant Recipient" in the Funding Agreement shall be read as being to the "Delivery Partner" and references to "Secretary of State" in that Agreement shall be read as if they referred to "SMBC". With the exception of the clauses specified in 2.2 above, the Delivery Partner accepts and agrees that it shall be bound by the terms of the Funding Agreement as if it were the "Grant Recipient" as referred to in that contract to extent of the Grant Funded activity delivered. For avoidance of doubt and without prejudice to clauses 3.3 and 3.4 below any financial commitment required of the Delivery Partner together with any officer time commitment or similar shall be capped in respect of:

- (i) the financial commitment at the level of the proposed funding and
- (ii) in respect of officer time or similar to the level agreed by the Delivery Partner in writing prior to entering into this Agreement.

2.4 The Delivery Partner accepts and agrees that DCLG may be entitled to request information from, or require compliance with the Funding Agreement by, the Delivery Partner directly.

2.5 In the event of any inconsistency between any part of this Agreement and the Funding Agreement, this Agreement shall take precedence.

### 3. ADDITIONAL OBLIGATIONS

3.1 The Delivery Partner acknowledges and agrees to assist, cooperate and comply with the reasonable requests of SMBC in order to satisfy the obligations of the Funding Agreement and Monitoring Procedures.

3.2 The Parties will work together in good faith to resolve or rectify any irregularities or errors identified in the course of any Monitoring Procedures.

3.3 Each Party shall be liable for any reasonable cost implications of irregularities or errors attributable directly and primarily to it and identified in the course of

any Monitoring Procedures. Where cost implications of irregularities or errors arise due to acts of omission or commission of both Parties the reasonable costs associated with such shall be apportioned accordingly.

3.4 Each Party indemnifies the other against all reasonable, proportionate and bona fide claims, liabilities, costs, expenses, damages or losses (including any direct losses, and all interest, penalties and legal costs and expenses) suffered by the other arising out of or in connection with the negligence, default or breach by such Party of this Agreement, the Funding Agreement or the Monitoring Procedures.

3.5 Each Party shall be responsible for maintaining sufficient insurance in respect of the liabilities under this Agreement.

SMBC shall not make the first payment of Grant and/or any subsequent payment of Grant unless the Delivery Partner has provided written confirmation in accordance with clauses 2.1, 2.3, 2.4, and 2.5, and in a format subject to approval by SMBC and DCLG, that the Delivery Partner has sufficient Match Funding committed to enable the delivery of Project Activities specified in Schedule 2 of this Agreement]

3.6 The Delivery Partner will support SMBC in delivering the Project's Activities, including, but not limited to, assisting in the selection of contractors to be funded by the Grant Fund, advising on and facilitating delivery of Project Activities in appropriate locations and venues, engaging local partners and promoting and increasing awareness of project activities.

3.7 Each Party agrees that if there is risk of the Project not achieving ERDF outputs in accordance with the Funding Agreement, after consultation with the Delivery Partner, SMBC shall at its discretion be entitled to redirect Grant Funded activities on any areas of activity covered by the Funding Agreement to ensure that outputs are achieved in accordance with the Funding Agreement.

3.8 Where SMBC determines that the Delivery Partner has underperformed against its obligations under Schedule 2 of this Agreement, and where the Delivery Partner fails to rectify the underperformance within an agreed period of time following consultation with SMBC, SMBC may at its discretion suspend payment of Grant, and/or reduce the Maximum Sum paid to the Delivery Partner, and may terminate this Agreement.

3.9 Each Party shall nominate an officer to be the Accountable Officer for the purposes of this Agreement. Each Accountable Officer shall be the lead

contact and main point of contact for his/her respective organisation and shall also be the Nominated Person for the purposes of the Dispute Resolution Procedure specified in clause 9.3.

- 3.10 Each Party shall immediately notify the others of a change in Nominated Person.

#### **4. VARIATION**

No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each of the Parties.

#### **5. WAIVER**

- 5.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 5.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that right or remedy.
- 5.3 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

#### **6. SEVERANCE**

- 6.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 6.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**7. ASSIGNMENT**

- 7.1 The Delivery Partner shall not, without the prior written consent of SMBC, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 7.2 Each Party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

**8. GOVERNING LAW AND JURISDICTION**

- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**9. DISPUTE RESOLUTION PROCEDURE**

**9.1. GENERAL OBLIGATION TO SEEK AMICABLE SETTLEMENT**

The Parties shall each be under a general obligation to use their reasonable endeavours to negotiate in good faith and to seek to jointly resolve and settle amicably any dispute or difference of whatever nature arising in connection with this Agreement without recourse to any person not a party to this Agreement.

**9.2. NEGOTIATION BETWEEN THE PARTIES**

9.2.1. Neither Party shall refer any dispute to adjudication, as set out in Stage 3 below unless they have first taken reasonable steps (by following Stages 1 to 2 outlined below) to notify and discuss the dispute with the other Party and to resolve it amicably. The reasonable steps to be taken by either Party shall take into account:

- 9.2.1.1. all the surrounding circumstances of the dispute;
- 9.2.1.2. the urgency of obtaining a resolution to the dispute; and
- 9.2.1.3. the likelihood (or otherwise) of settling the dispute in negotiation with the other Party.

**Stage 1: Nominated Person**

9.3. The respective Nominated Person shall use their reasonable endeavours to resolve the dispute through negotiations within 14 calendar days from the date one Party notifies the other that a dispute is in existence.

#### **Stage 2: Escalation to Directors**

9.4. If the dispute is not resolved by the Parties through Stage 1 above, then a Party may refer the dispute to the relevant manager or director of the Party in dispute.

9.5. If the dispute is resolved under clauses 9.3 or 9.4 above, the resolution will be recorded in writing and signed by duly authorised representatives of each of the Parties within 7 calendar days, and that resolution will be final and binding on the Parties.

#### **Stage 3: Adjudication**

9.6. Only if the matter cannot be resolved by agreement between the Parties, the Parties shall attempt to settle the dispute by adjudication.

### **10. TERMINATION**

This Agreement shall automatically end when all the relevant provisions of the Funding Agreement as shall apply to this Agreement have been complied with.

### **11. THIRD PARTIES**

No person who is not a party to the Agreement is intended to reserve a benefit under, or be entitled to enforce, this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act").

This Agreement is made on the date at the beginning of it.

Signed by  
for and on behalf of  
**SOLIHULL METROPOLITAN  
BOROUGH COUNCIL**

.....  
Director

Signed by  
for and on behalf of  
Library of Birmingham

.....

Title .....

DRAFT



## **Schedule 1 The Funding Agreement**

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## **Schedule 2 Delivery Partner Role and Activities**

### **Part A**

#### **General Role and Activities**

The Delivery Partner will contribute to the provision of Enterprise Development and Growth to support the ERDF elements of the GBSLEP ESIF Strategy in the form of awareness raising, capacity building, publicity, promotion, and specialist advice and support.

The Delivery Partner will support the Project Team in:

- Enhancing project delivery.
- Delivering a combination of 1:1, workshop style capacity building events and follow-up support actions according to need.
- Directing and shaping local PR, Communications and marketing activity, raising awareness and generating referrals from its target audience to the Project and its own programme.
- Provide strategic leadership and support, enable and contribute to localised delivery.
- Actively participate in the evaluation process in order to maintain strategic fit and value to customers.
- Provide regular commentary on effectual delivery methods across the whole of the project delivery area.
- Actively contribute to the achievement of overall project outputs.

### **Part B**

#### **Specific Activities**

##### **Library of Birmingham**

The Delivery Partner will focus its support activities on issues affecting the geographical project areas. These activities will include:

- Library of Birmingham will be a steering group member, provide strategic leadership and support, enable and contribute to delivery.
- Including raising awareness, generation of referrals, providing complementary advice and support (such as property and location advice), recommending venues and locations for delivery of support, briefing and engaging local partners in the project.
- Supporting project and partnership development, including cross-LEP activity where appropriate;
- Actively participate in local Project Performance meetings, supporting in-project improvements where necessary.
- Support access to and on-going development of Business Networks and evolution of a Peer to Peer support network.
- Provide on-going evaluation and feedback on engagement and outcomes.
- Assist at least 213 potential entrepreneurs to become enterprise ready.
- At least 54 new enterprises supported
- 8 jobs being created

### Schedule 3 Budget

#### Part A

#### Delivery Partner Budget

The Delivery Partner's budget for the duration of the Project shall be as follows:

| Cost Type                                    | 2017            | 2018            | 2019           | Total           | ERDF Grant      | DP Match        |
|--|-----------------|-----------------|----------------|-----------------|-----------------|-----------------|
| <b>Direct Staff Salaries:</b>                |                 |                 |                |                 | @50.00%         | @50.00%         |
| Manager                                      | £26,402         | £52,804         | £13,201        | £92,407         | £46,204         | £46,204         |
| Administration assistant                     | £16,161         | £32,321         | £8,080         | £56,562         | £28,281         | £28,281         |
| Senior Assistants                            | £23,561         | £47,122         | £11,781        | £82,464         | £41,232         | £41,232         |
| Library Assistants                           | £28,953         | £57,907         | £14,477        | £101,337        | £50,669         | £50,669         |
| Senior Manager                               | £7,800          | £15,600         | £3,900         | £27,300         | £13,650         | £13,650         |
| Duty Manager                                 | £4,180          | £8,360          | £2,090         | £14,630         | £7,315          | £7,315          |
| IT Co-ordinator                              | £4,150          | £8,300          | £2,075         | £14,525         | £7,263          | £7,263          |
| Community Library Manager                    | £10,400         | £20,800         | £5,200         | £36,400         | £18,200         | £18,200         |
| <b>Total Direct Staff Salaries</b>           | <b>£121,607</b> | <b>£243,214</b> | <b>£60,804</b> | <b>£425,625</b> | <b>£212,813</b> | <b>£212,813</b> |
| <b>Overheads (15% Direct Staff Salaries)</b> | <b>£18,241</b>  | <b>£36,482</b>  | <b>£9,121</b>  | <b>£63,844</b>  | <b>£31,922</b>  | <b>£31,922</b>  |
| Marketing                                    | £5,000          | £10,000         | £2,500         | £17,500         | £8,750          | £8,750          |
| Travel                                       | £1,000          | £2,000          | £500           | £3,500          | £1,750          | £1,750          |
| <b>Total</b>                                 | <b>£145,848</b> | <b>£291,696</b> | <b>£72,925</b> | <b>£510,469</b> | <b>£255,234</b> | <b>£255,234</b> |

The maximum amount of ERDF Grant (Maximum Sum) that SMBC shall pay to the Delivery Partner for the support of the project shall be £223,312.

The total amount of ERDF Grant payable in respect of Eligible Expenditure shall be either the Maximum Sum, or an amount calculated by applying the Contribution Rate to the total actual Eligible Expenditure claimed by the Delivery Partner, whichever is lower.

#### Part B

#### Calculation of salary costs for staff working part time on the project

All staff who are directly engaged in project delivery (Direct Staff), but who do not spend 100% of their time working on the project, shall complete monthly timesheets evidencing time spent working on the Project including a description of activities undertaken. The specific format of the timesheet to be used by the Delivery Partner shall be subject to prior approval by SMBC.

The costs of Direct Staff who do not spend 100% of their time working on the Project, shall be calculated using a pre-determined range of Hourly Rate Unit Costs applied to project staff in accordance with the ERDF Eligibility Guidance Simplified Cost Option: "Groups of staff in similar posts or with similar salaries"<sup>1</sup>.

The range of Hourly Rate Unit Costs to be used will be calculated on the basis of grouping project staff across all of the Project's Delivery Partners within a number of salary bands to be pre-determined by SMBC.

<sup>1</sup> ERDF Eligibility Guidance: ESIF-GN-1-003, Version 1 (29 September 2015)

In order to enable SMBC to calculate the Hourly Rate Unit Cost for each of the salary bands the Delivery Partner shall provide SMBC with documented evidence of the latest annual gross employment costs for each member of their staff who will be working on the Project on a part time basis.

For avoidance of doubt, for staff who have been employed by the Delivery Partner for a year or more:

*'documented evidence'* means payroll reports;

*'gross employment costs'* means basic salary plus Employer's National Insurance Contribution plus Employer's Superannuation Contribution;

*'latest annual gross employment costs'* means initially having a past reference to the 12 consecutive months up to 1<sup>st</sup> January 2016, and in subsequent years having past reference to the 12 consecutive months up to 1<sup>st</sup> January 2017 and 1<sup>st</sup> January 2018 in order to inform annual reviews of Hourly Rate Unit Costs.

In cases where a project staff post is new, or has been in existence for less than a year, *'documented evidence'* means employment contract or available monthly payroll reports respectively.

The salary costs for staff not working 100% of their time on the project shall be calculated by multiplying the relevant Hourly Rate Unit Cost by the actual monthly hours worked on the project, as recorded and certified on the Delivery Partner's monthly timesheets.

#### **Part C**

##### **Salary costs for staff working full time on the project**

Staff who are engaged on the project for 100% of their working time shall not be required to submit timesheets. The salary costs of these staff shall be claimed on the basis of actual monthly gross employment costs, and shall be evidenced by the Delivery Partner from monthly payroll reports, BACS reports and Bank Statements.

#### **Part D**

##### **Other conditions relating to staff salary costs**

In order to support the evidencing of staff salary costs the Delivery Partner shall provide SMBC with certified true copies of Job Descriptions for all staff working on the project.

The Delivery Partner shall provide all members of their staff who work on the Project with a standard letter advising them that they are employed on a project part-funded by ERDF. The template for this standard letter shall be provided by SMBC. The Delivery Partner shall provide SMBC with certified true copies of these advisory letters.

#### **Part E**

##### **General conditions relating to other budget costs**

The procurement of any goods or services by the Delivery Partner for use in the delivery of the Project shall require prior notification and authorisation by SMBC.

Any goods and services procured for the purposes of the Project must be eligible under the latest version of the ERDF Eligibility Guidance (ESIF-GN-1-003).

The procurement of any goods or services by the Delivery Partner shall comply fully with European Union Procurement Law and in accordance with the latest version of the Procurement Law: ESIF Compliance Guidance Note (ESIF-GN-001).

Prior to submitting grant claims for any costs relating to the budget in Part A above, the Delivery Partner must provide appropriate auditable evidence to SMBC that the goods or services relating to these costs have been procured in full compliance with EU Procurement Law and the latest ESIF guidance on procurement.

## **Schedule 4 Payments**

### **Part A**

#### **Grant claim and payment procedure**

The table in Schedule 3, Part A sets out the Delivery Partner's anticipated profile of expenditure under this Agreement, and reflects the overall project expenditure profile approved under the ERDF Funding Agreement.

Profiles will be reviewed at periodic review meetings. Changes to the agreed profiles of expenditure constitute variations in accordance with this Agreement.

The Delivery Partner shall submit a monthly grant claim to SMBC by the 10<sup>th</sup> Working Day of the month following the previous completed month of project delivery. Each monthly grant claim shall include the following documents:

- (i) Monthly Progress Report (template to be provided by SMBC)
- (ii) Monthly Transaction Sheet listing all eligible project expenditure items to be claimed by the Delivery Partner (template to be provided by SMBC)
- (iii) For staff not working 100% of their time on the project - Original or certified true copies of signed and authorised monthly timesheets and evidence of defrayal of actual monthly gross employment costs in the form of certified true copies of payroll reports, BACS reports and Bank Statements.
- (iv) For staff working 100% of their time on the project – Monthly payroll reports, BACS reports and Bank Statements evidencing defrayal of actual monthly gross employment costs for the previous completed month.
- (v) Certified true copies of invoices, authorised expenses claims, defrayal evidence (in the form of BACS reports and Bank Statements) and associated procurement evidence, relating to any other eligible costs incurred and defrayed by the Delivery Partner during the previous completed month.

On receipt of the above grant claim documents SMBC officers will check and verify all of the costs claimed by the Delivery Partner, and once accepted shall include these costs in its overall ERDF Grant Claim to DCLG for the current Instalment Period.

Note: Monthly costs claimed by the Delivery Partner shall be included in the ERDF Grant Claim on the basis of a one month lag. This means that the costs claimed for the month preceding the ERDF Grant Claim Instalment Period shall not be included within that Instalment Period, but shall be 'rolled over' into the next Instalment Period.

Following submission of SMBC's ERDF Grant Claim to DCLG, and subsequent payment by DCLG to SMBC of the Grant for the Instalment Period (normally within 40 Working Days of receipt), SMBC shall pay the amount of Grant due to the Delivery Partner within 28 Calendar Days.

### **Part B**

#### **Reimbursement for Goods and Services Procured**

Following prior notification and authorisation by SMBC of the proposed procurement (in accordance with Schedule 3, Part E), the Delivery Partner shall place an order with the selected supplier, and on

satisfactory receipt of the goods or services shall make payment to the supplier in accordance with the agreed payment terms with the supplier.

When the payment of the invoice has been fully defrayed (i.e. the payment has left the Delivery Partner's bank account), the Delivery Partner shall include the cost of the goods or services procured as an eligible transaction cost within their grant claim to SMBC.

#### **Part C**

##### **VAT on Goods or Services Procured**

If the Delivery Partner is able to recover VAT paid on goods and services procured for the purposes of the Project, then the amount to be claimed within the grant claim to SMBC must exclude any VAT included in the invoice.

Subject to the Delivery Partner providing appropriate written evidence to SMBC confirming that they are unable to recover VAT paid on goods and services procured for the Project, the Delivery Partner may include any VAT related to the invoiced amount within the amount included in the grant claim.

For the avoidance of doubt "*Appropriate written evidence*" means a certified true copy of a letter from HM Revenue and Customs, or a signed independent audit report identifying irrecoverable VAT as an eligible cost.

#### **Part D**

##### **Payment Details**

This section should be read in conjunction with Part A above.

SMBC implements payments electronically by BACS and any payments properly payable under this Agreement will be paid by BACS. The Delivery Partner must therefore provide the following information:

|   |  |
|---|--|
| Name and address of Bank or Building Society: |  |
| Bank/Building Society sort code:              |  |
| Bank/Building Society account no:             |  |

SMBC sends BACS payment remittance advice electronically to a single e-mail address. For that purpose the Delivery Partner confirms the relevant e-mail address below:

|                     |  |
|---------------------|--|
| BACS Email Address: |  |
|---------------------|--|



## **Schedule 5 Monitoring and Reporting**

### **Part A**

#### **Delivery Partner Responsibilities**

In accordance with Schedule 4 Part A the Delivery Partner shall provide SMBC with a Monthly Progress Report by the 10<sup>th</sup> Working Day of the month following the previous completed month of project delivery. The Monthly Progress Report shall include, as a minimum, the following standing items:

- A summary of activities undertaken during the reporting period
- Report of any ERDF Enterprise Development and Growth outputs and results achieved by the Delivery Partner
- Report of any key milestones achieved by the Delivery Partner
- Details of any significant issues arising during the reporting period, and actions to resolve these
- Update on existing/details of new risks associated with project delivery, and proposed mitigating actions
- Activities/milestones/outputs to be delivered by the Delivery Partner in the next reporting period.

SMBC will provide the Delivery Partner with a standard template for completion of the Monthly Progress Report.

### **Part B**

#### **SMBC Responsibilities**

SMBC shall issue regular expenditure and outputs status reports in order to update the Delivery Partner on progress in respect of their achievement of the outputs targets specified in Schedule 2 Part C, and spend against the budget profile specified in Schedule 3 Part A.

SMBC shall hold regular review meetings with the Delivery Partner. These meetings will be held quarterly or more frequently if SMBC considers it necessary. The meetings will be held to:

- Discuss staff support hours/salaries
- Review the activity and progress in relation to agreed activity
- Review spend and the effectiveness of financial management
- Develop effective forward service and resource planning
- Identify barriers/risks to effective delivery and agree actions to resolve or mitigate these
- Ensure effective joint working
- Monitor compliance with this Agreement

## **Schedule 6 Records and Retention of Documents**

The Delivery Partner shall comply fully with clauses 14.4 (Records) and 14.5 (Retention of Documents) of the Funding Agreement, and shall follow the guidance included within the ERDF Document Retention Guidance (ESIF-GN-1-008).

### **Part A Records**

As a minimum requirement, the Delivery Partner must retain the following documents:

- Payroll reports evidencing latest annual gross employment costs for staff working part-time on the project (with reference to Schedule 3, Part B)
- Timesheets for staff working part-time on the project
- Expenses claim forms and associated defrayal evidence relating to eligible travel and subsistence costs claimed
- Records evidencing defrayal of salary costs for staff working 100% of their time on the project (including monthly payroll reports, BACS reports, Bank Statements)
- Job Descriptions for all staff working on the project
- Job Adverts for project staff (where relevant)
- Letters of Employment/Employment Contracts (where relevant)
- ERDF employment advisory letters to project staff
- Procurement and defrayal records for goods and services procured
- Evidence of eligibility of project beneficiaries (organisation status, location, eligibility to apply for ERDF funding)
- Notes and minutes of meetings with project beneficiaries
- Records of events and workshops delivered by the Delivery Partner (including as a minimum, promotional materials, presentation materials, hand-outs, attendance sheets, feedback sheets)
- Evidence of ERDF outputs and results reported by the Delivery Partner
- Marketing and promotional materials produced by the Delivery Partner (print and electronic)

### **Part B Retention of Documents**

The Delivery Partner is required to retain project documentation for a period after the activity has ended, and these must be kept in an acceptable format so that they can be inspected where necessary.

SMBC shall inform the Delivery Partner of the required retention period at the end of the project. The period is dependent on the date at which the final ERDF grant claim is submitted to DCLG, so the retention period is unique to each project and cannot therefore be specified at the outset.

## **Schedule 7 SMBC Policies**

In addition to complying with all policies, regulations and guidance referred to in this Agreement and the Funding Agreement, the Delivery Partner agrees to adhere to the following SMBC policies:

- SMBC Sustainable Development Policy Statement
- SMBC Equality and Diversity Policy Statement
- SMBC Publicity Policy for ERDF Projects



| Cost Type                             | 2017     | 2018     | 2019    | Total    | ERDF Grant | DP Match |
|---------------------------------------|----------|----------|---------|----------|------------|----------|
| Direct Staff Salaries:                |          |          |         |          | @50.00%    | @50.00%  |
| Manager                               | £26,402  | £52,804  | £13,201 | £92,407  | £46,204    | £46,204  |
| Administration assistant              | £16,161  | £32,321  | £8,080  | £56,562  | £28,281    | £28,281  |
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| Total Direct Staff Salaries           | £121,607 | £243,214 | £60,804 | £425,625 | £212,813   | £212,813 |
| Overheads (15% Direct Staff Salaries) | £18,241  | £36,482  | £9,121  | £63,844  | £31,922    | £31,922  |
| Marketing                             | £5,000   | £10,000  | £2,500  | £17,500  | £8,750     | £8,750   |
| Travel                                | £1,000   | £2,000   | £500    | £3,500   | £1,750     | £1,750   |
| Total                                 | £145,848 | £291,696 | £72,925 | £510,469 | £255,234   | £255,234 |

