

Dated

2 October

2015

Agreement

Between

Merseytravel (1)

and

Wirral Metropolitan Borough Council (2)

**Funding Agreement Relating to
The Local Growth Fund (LGF)
for Liverpool City Region
Sustainable Transport Enhancement Package**

Louise Outram
On behalf of
Merseytravel
No 1 Mann Island
Liverpool L3 1BP

Ref: LAD/CON/RSN12650-Wirral/ST/SL*

THIS AGREEMENT made the

2nd

day of

October

2015

BETWEEN

1. **MERSEYTRAVEL** of No 1 Mann Island Liverpool L3 1BP United Kingdom on behalf of the Halton Knowsley Liverpool St Helens Sefton and Wirral Combined Authority operating as the Liverpool City Region Combined Authority (hereinafter referred to as "the Co-ordinator")
2. Wirral Metropolitan Borough Council of Cheshire Lines Building Canning Street Birkenhead Wirral CH41 1ND ("the Beneficiary")

The Co-ordinator and the Beneficiary are collectively referred to as "the Parties"

WHEREAS:-

The Halton Knowsley Liverpool St Helens Sefton and Wirral Combined Authority operating as the Liverpool City Region Combined Authority is the accountable body to the Liverpool City Region Local Enterprise Partnership for the Local Growth Deal Funding. The Liverpool City Region Local Enterprise Partnership has secured funding for the Project referred to in this Agreement through the Local Growth Fund.

The Liverpool City Region Combined Authority Assurance Framework for Devolving Local Major Transport Scheme Decisions that was adopted on 29 May 2014 ("the Assurance Framework") sets out the rights and obligation of the Combined Authority as the accountable body to the Liverpool City Region Local Enterprise Partnership in relation to the expenditure and delivery of the transport projects that are funded by the Local Growth Fund.

Merseytravel is the executive body for transport under the Liverpool City Region Combined Authority's constitution and will act as the Co-ordinator under this Agreement.

The Beneficiary has submitted a Sustainable Transport Enhancements Package Business Case to the Liverpool City Region Combined Authority for funding to undertake delivery of Pedestrian/Cycling Improvements and Public Realm Schemes details of which are set out in Schedule 1.

The CA has awarded funding for the Project as set out in the CA Offer Letter attached to this Agreement in Schedule 1.

The Beneficiary and the Co-ordinator wish to define certain of their rights and obligations inter se with respect to the carrying out and completing of the Project

The Beneficiary acknowledges and agrees that any works/costs/expenses over and above the grant amounts allocated shall not be reimbursed to the Beneficiary

The Parties acknowledge and agree that no retrospective claims for costs incurred shall be reimbursable and the Parties agree to the timetable for submission of documents/information/ costs incurred by the Beneficiary under the Project The Parties further acknowledge that costs incurred prior to 17 April 2015 or after the Completion Date shall not be reimbursed

The Parties agree that contributions to the Project can only be financial and will accordingly be required to be identified as such for any grant claim submissions to the CA for funding

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS

Article 1 - Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires

"Agreement"	shall mean this agreement including all Schedules and Appendices
"the CA"	shall mean the Halton Knowsley Liverpool St Helens Sefton and Wirral Combined Authority operating as the Liverpool City Region Combined Authority
"the Claim Form"	means the Claim Form that is attached at Appendix A
"the Co-ordinator"	shall mean Merseytravel
"CA Offer Letter"	shall mean the CA Offer Letter dated 12 May 2015 setting out the funding agreement between the Beneficiary on the one part and the CA on the other part for the undertaking of the Project as attached at Schedule 1
"Completion Date"	means 31 March 2017
"Evaluation Plan"	means the Liverpool City Region Growth Deal Monitoring and Evaluation Framework as adopted from time to time and as

implemented by the Beneficiary from time to time in relation to the Project, including while that framework and Beneficiary's implementation plan is fully developed, such interim Project management and reporting arrangements as are determined by the LEP, the CA, the Co-ordinator and the City Region BIS Local Relationship Manager

"Grant"	means the maximum capped funding contribution from the CA for the Project set out in the CA Offer Letter
"Grant Claim"	means each claim for the Grant which is to be made in accordance with the terms of this Agreement
"Instalment Dates"	shall mean 24 July 2015 23 October 2015 22 January 2016 22 April 2016 and subject to Article 7.6 the equivalent succeeding quarter dates until the instalment date following the Completion Date
"Intellectual Property Rights"	shall mean all patents copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions
"Know-How"	shall mean information data know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research design development manufacture use or sale
"LEP"	means the Liverpool City Region Local Enterprise Partnership
"Material Change"	shall mean a change made to the Project as stated in the Project Business Case
"Project"	means the project described in the CA Offer Letter and Proposal in Schedule 1 and any reference to Business Case

	shall be that applicable to the Project
"Performance/Target"	shall mean those objectives stated in the Proposal
"Project Activities"	shall mean all the activities to be carried out and implemented in the Project
"Programme"	shall mean the programme for the implementation and completion of the Project that is set out in Schedule 2
"Programme Manager"	shall mean the nominated representative or representatives from time to time of the Co-ordinator as notified to the Beneficiary
"Proposal"	shall mean the proposal submitted by the Beneficiary to the CA for funding to undertake delivery of the Project under the LGF known as the Project Business Case attached in Schedule 1
"Statutory Requirements"	shall mean all applicable laws statutes secondary legislation bye-laws common law and other national international European Union and local laws directives treaties and other measures judgments and decisions of any court or tribunal codes of practice and guidance notes (as amended from time to time) that relate to this Agreement
"Subcontractor"	shall mean any contractor employed hired or engaged to undertake any work or services by the Beneficiary
"TAG"	means the Transport Advisory Group which shall be a senior officers group nominated by the Parties
"Working Day"	means any day which is not a Saturday a Sunday a bank holiday or a public holiday in England or Wales

- 1.2 The headings contained in this Agreement are included for the sake of convenience and shall not affect interpretation and words in the plural shall have the same meanings as the singular and vice versa

Article 2 - Purpose and Scope

- 2.1 The Beneficiary undertakes to co-operate under the conditions of this Agreement in order to execute and fulfil the requirements of the Project in accordance with the Programme
- 2.2 In the event of any inconsistency in the documentation comprising the Agreement the document of later date shall prevail
- 2.3 In the event of any inconsistency between the obligations of the Beneficiary under the CA Offer Letter and its obligations under this Agreement the latter shall prevail
- 2.4 The progress of the Project and the Project Activities shall be monitored by the Programme Manager at the progress meetings referred to in Article 4 and agreed between the Beneficiary and the Co-ordinator
- 2.5 The Beneficiary shall closely monitor and evaluate the delivery and success of the Project in accordance with the Programme and the Evaluation Plan to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to
- 2.6 The Beneficiary shall provide the Programme Manager with a financial report and an operational report on the progress and delivery of the Project every 3 months and in such formats as the Programme Manager shall reasonably require and each report shall be provided at the same time as the submission of the Claim Form on the relevant Instalment Date
- 2.7 Notwithstanding the other obligations set out in this Agreement the Beneficiary will be required to submit an initial report on the first anniversary of the commencement of delivery of the Project and a final report 5 years after the Completion Date which shall confirm whether the Project has been successfully and properly completed

Article 3 - Co-ordinator and the Programme Manager

- 3.1 The Beneficiary agrees that the Co-ordinator (in consultation with the Programme Manager) shall assume exclusive responsibility for liaison between the Beneficiary and

the CA concerning the Project and for the administration of the implementation of the CA Offer Letter

- 3.2 The functions undertaken by the Co-ordinator pursuant to Article 3.1 shall be limited to
- (a) relationship and correspondence with the CA and relevant third parties
 - (b) administration preparation of reports to the CA and TAG
 - (c) supervision of progress relative to the time schedules in the CA Offer Letter and this Agreement or otherwise set up by agreement with the Beneficiary
 - (d) payment of the Grant subject to the Beneficiary satisfying the conditions relating to this set out in the Agreement and the CA Offer Letter and
 - (e) such additional functions as may from time to time be agreed by the Programme Manager and accepted by the Co-ordinator following consultation with TAG
- 3.3 The Beneficiary agrees that the Co-ordinator shall be entitled to appoint the Programme Manager to carry out all or any one or more of the obligations imposed upon the Co-ordinator hereunder and further agrees that where under the terms of this Agreement or the CA Offer Letter information or assistance is required to be provided to the Co-ordinator it shall at the request of the Co-ordinator from time to time be provided to the Programme Manager
- 3.4 The Beneficiary further agrees to promptly supply to the Programme Manager as representative aforesaid all such other information and documents as the Co-ordinator may from time to time reasonably require in order to fulfil the Co-ordinator's obligations under this Agreement and the Assurance Framework
- 3.5 The Programme Manager on behalf of the Co-ordinator shall be responsible for whatever editing or supplementary drafting may be required in order to collate the information and comments referred to in Article 3.4 into a single document for submission to the CA and the Beneficiary agrees 'promptly to provide to the Programme Manager as representative of the Co-ordinator all such information and assistance as it may require in order to prepare such single document

Article 4 - Meetings

- 4.1 The Co-ordinator and the Beneficiary will meet at regular intervals to be determined by the Co-ordinator in its absolute discretion. Extraordinary meetings may be called if deemed necessary by the Co-ordinator. Meetings shall be convened by the Co-ordinator giving reasonable prior notice with an agenda. The minutes shall be considered as accepted by the Beneficiary if within fifteen days from receipt the Beneficiary has not objected in writing to the Co-ordinator.
- 4.2 The Co-ordinator and the Beneficiary shall be responsible for
- (a) discussing the actions to be taken to keep the financial and technical status of the Project within the terms specified in Schedules 1 and 2
 - (b) sharing and reviewing and/or amending procedures for publications and press releases with regard to the Project
- 4.3 The Co-ordinator will report to the CA in relation to the above

Article 5 - Funding Arrangements

- 5.1 The payment of the Grant referred to in the CA Offer Letter is conditional upon the Beneficiary having in place the funding detailed in the CA Offer Letter in order to carry out the Project ("the Funding") and must spend and apply the Funding to the delivery of the Project. The Beneficiary will have to identify the amount of Funding that it has spent in any Grant Claim that it submits to the Co-ordinator.
- 5.2 The Grant can only be used for the purposes of funding the Project and the Co-ordinator may recover any Grant money that is not spent appropriately in accordance with the terms of this Agreement.
- 5.3 The Beneficiary shall ensure that the Funding is available for the duration of this Agreement.
- 5.4 The Beneficiary acknowledges that it shall have sole responsibility for funding any cost overruns of the Project over and above the projected total Project cost and insofar as the actual total Project cost amounts to less than the projected total Project cost the

Grant shall not exceed the lesser of 90% of such actual total project cost and the maximum capped funding contribution set out in the CA Offer Letter

- 5.5 The CA's preferred funding arrangement profile set out in Annexe A of the CA Offer Letter may only be derogated from by the Beneficiary with the prior written consent of the Co-ordinator

Article 6 - Grant Claim Conditions

The Co-ordinator will not make the first payment of Grant or any subsequent payment of Grant unless all of the following preconditions have been complied with at the time of each payment date

- (a) the Beneficiary has satisfied the Co-ordinator that the Beneficiary has (and continues to have) the Funding to complete the Project by the Completion Date
- (b) in so far as may jeopardise the delivery of the project no civil or criminal litigation or administrative or arbitration proceeding before any court tribunal Government Authority or Arbitrator or European Union investigation has been commenced or is pending or (to the best of the Beneficiary's knowledge and belief) is threatened in respect of the Beneficiary or if there has been such litigation proceedings or investigation it has been concluded to the satisfaction of the Co-ordinator
- (c) this Agreement has been entered into and the terms contained within it have been complied with and/or implemented and/or achieved (as appropriate at the relevant time of the Grant Claim)
- (d) the terms of and grant conditions set out in the CA Offer Letter including but not limited to Annex B have been complied with and/or implemented
- (e) in the case of any Grant funding in respect of the period 1 April 2016 to the Completion Date the CA and the Co-ordinator have received the requisite funds from the LEP

Article 7 - Grant Claims Procedure

- 7.1 Each Grant Claim is to be submitted in accordance with the provisions of this Article 7
- The Co-ordinator undertakes to advise the Beneficiary of any changes to such dates

- 7.2 The first Grant Claim that is made on the first Instalment Date shall relate to all eligible expenditure incurred by the Beneficiary on the Project for the quarter period from 17 April 2015 up to and including 30 June 2015 All subsequent Grant Claims in relation to eligible expenditure incurred by the Beneficiary on the Project during each subsequent quarter shall be made 3 months in arrears on the relevant next following Instalment Date
- 7.3 For the avoidance of doubt no expenditure incurred by the Beneficiary after the Completion Date is eligible for Grant support and subject to the provisions of Article 7.6 the latest date for a Grant Claim to be submitted to the Co-ordinator is no later than the final Instalment Date
- 7.4 The Beneficiary may only make a Grant Claim on the relevant Instalment Date by submitting a Claim Form that has been completed in full and signed by the all the appropriate signatories referred to in the Claim Form for the relevant quarter period immediately preceding such Instalment Date Provided that the Co-ordinator is satisfied that the Claim Form that it receives complies with these criteria it will pay the Grant to the Beneficiary within 10 Working Days of the receipt of the same A Claim Form that does not comply with the Co-ordinator's specifications will be rejected and the Beneficiary will not receive the Grant due following that Instalment Date until the Co-ordinator is satisfied that the Claim Form is satisfactory
- 7.5 The Beneficiary must notify the Co-ordinator promptly if at any time it becomes aware that it is unable to make a Grant Claim
- 7.6 The Beneficiary agrees and accepts that payments of the Grant can only be made to the extent that the Co-ordinator has available funds to make this payment Any amount shown for 2016/2017 or beyond in the CA Offer Letter is indicative only and the Co-ordinator will only be in a position to confirm release of Grant funding for 2016/2017 and beyond once it has received confirmation of allocation for 2016/2017 and beyond from the LEP

Article 8 – Costs - Charges - Payments

- 8.1 The Beneficiary shall bear its own costs in connection with the making of the Proposal the negotiation of the CA Offer Letter this Agreement and the carrying out of the Project
- 8.2 Schedule 3 sets out the Beneficiary's confirmation of availability of Funding Information regarding source of funds is given by way of illustration only and shall not prevent the Beneficiary from arranging additional or alternative sources of financing as necessary to enable it to fulfil its obligations under this Agreement
- 8.3 The Beneficiary shall ensure that the Project is completed within the given budget and financial claims for additional work cost overruns or time slippage cannot be accepted
- 8.4 In the event of any overpayment by the Co-ordinator to the Beneficiary then the Beneficiary shall upon notification by the Co-ordinator return such payment to the Co-ordinator within 30 days of the date of notification without deduction
- 8.5 The Co-ordinator reserves the right to delay payment of the final Grant Claim that it receives on the final Instalment Date until it has assessed the actual value of the Project compared to its projected value in order to assess and confirm that the Beneficiary will have contributed the Beneficiary's agreed proportion of the actual value of the Project Any overpayment of the Grant made to the Beneficiary that arises due to a difference between the actual value of the Project and the projected value of the Project will be repaid to the Co-ordinator in accordance with the terms of this Agreement

Article 9 – Responsibilities and Claims

- 9.1 The Beneficiary shall comply with the obligations imposed upon it under the CA Offer Letter
- 9.2 The Beneficiary must immediately notify the Co-ordinator of any other grant or similar funding it has received or use of any assets facilities or equipment from any other government or other public authority source(s) for the Project The Beneficiary shall provide the Co-ordinator with such information as the Co-ordinator requires so as to enable a full assessment of any other similar assistance received by the Beneficiary or

to enable to Co-ordinator's compliance with a request from the Commission of the European Union for disclosure of details concerning the financial assistance given to the Beneficiary by the Co-ordinator. If it is determined by either the Co-ordinator or the Commission that there has been a breach in the State Aid Rules the Co-ordinator or as the case may be the Commission may require the Beneficiary to repay whereupon the Beneficiary shall repay the amount of the Grant together with any interest required to comply with State Aid Rules.

9.3 Without prejudice to the generality of Article 9.1 the Beneficiary undertakes to use all reasonable endeavours

- (a) to diligently progress the delivery of the Project in accordance with the Programme
- (b) immediately to notify the Programme Manager (as representative of the Co-ordinator) of any delay or anticipated delay in performance of any of its obligations under this Agreement or the CA Offer Letter

9.4 In supplying any information or materials hereunder or under the CA Offer Letter the Beneficiary undertakes to use all reasonable endeavours to ensure the accuracy thereof and in the event of any error therein promptly on being notified thereof by the Co-ordinator or Programme Manager to correct the same and supply duly corrected information or materials

9.5 The Beneficiary shall indemnify the Co-ordinator against all liabilities costs expenses damages and losses (including but not limited to any direct indirect or consequential losses loss of profit loss of reputation and all interest penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Co-ordinator arising out of or in connection with

- (a) any breach of the terms of this Agreement in respect of the acts and omissions of itself and of its employees agents and Subcontractors and
- (b) the Beneficiary's breach or negligent performance or non-performance of this Agreement and

(c) the enforcement of this Agreement

9.6 The Beneficiary shall be solely liable for any loss incurred by or damage or injury to third parties resulting from the implementation of the Project

9.7 For the avoidance of doubt the Beneficiary shall remain fully responsible for the performance of the Project or any part of the Project in respect of which it enters into a contract with a Subcontractor

Article 10 - Events of Default and Rights Reserved for Breach of this Agreement

10.1 Events of Default

An event of default by the Beneficiary ("Event of Default") is the occurrence of any of the following

- (a) the Beneficiary fails to comply with any of the terms or conditions contained in the CA Offer Letter and/or this Agreement
- (b) a Material Change is made to the Project without the prior written approval of the Co-ordinator and CA
- (c) any information given or representation made in the application submitted to the CA or in any correspondence report or other document submitted to the Co-ordinator relating to this Project or under this Agreement is found to be incorrect or incomplete to an extent which the Co-ordinator reasonably considers to be material
- (d) any report or certificate made by the Beneficiary's auditor or reporting accountant is unsatisfactory (where for example the report or certificate refers to a fundamental uncertainty or disagreement or contains a material qualification or states that the auditor or accountant is unable to form an opinion about any item or reports that any amount is not correctly stated in the accounts or records examined)
- (e) the Beneficiary owes any sum to the Co-ordinator under an agreement for the financial support of any other project or activities

- (f) the Beneficiary no longer has the financial resource or the Funding to carry out and complete the Project
- (g) a lack of progress towards achieving the targets agreed by the Co-ordinator provides reasonable grounds for the Co-ordinator to question the future benefits to be derived from the Project or to doubt whether the Project will be (or will continue to be) effective or good value for money
- (h) by reason of other public sector financial assistance or other funding obtained by the Beneficiary the Co-ordinator is satisfied that the Grant offered for the Project is no longer required
- (i) any financial irregularities or any fraud has been suspected or identified in connection with the Project
- (j) there is a change of control ownership structure or nature of the Beneficiary which impacts on the Beneficiary's ability to carry out the Project or
- (k) the Beneficiary is in material breach of this Agreement other than as contained in (a) – (j) above

10.2 Rights Reserved for the Co-ordinator in Relation to an Event of Default

Where an Event of Default as set out in sub clause 10.1 (a) – (k) above has occurred (in the reasonable discretion of the Co-ordinator after consultation with the CA) the Co-ordinator may by written notice to the Beneficiary take any one or more of the following steps

- (a) suspend the payment of Grant for such period as the Co-ordinator shall determine and/or
- (b) vary the maximum amount of the Grant to be provided to the Beneficiary in which case the payment of Grant shall thereafter be made in accordance with the variation notified to the Beneficiary and/or
- (c) cease to make payments of Grant to the Beneficiary under this Agreement and (in addition) require the Beneficiary to repay to the Co-ordinator the whole or any part of the amount of Grant previously paid to the Beneficiary and/or

(d) terminate this Agreement

10.3 Opportunity for the Beneficiary to Remedy an Event of Default

The Co-ordinator shall not by reason of the occurrence of an Event or Default which is in the opinion of the Co-ordinator capable of remedy exercise its rights under Article 10.2 unless the Co-ordinator shall first give notice specifying the relevant Event of Default the step it proposes to take and give the Beneficiary an opportunity to rectify the relevant Event of Default within such reasonable period as the Co-ordinator and where relevant the Co-ordinator acting on behalf of the CA shall determine and as shall be set out in such written notice (or such extended period as the Co-ordinator shall thereafter determine in its discretion following consultation with the CA)

10.4 If the Beneficiary shall fail to rectify the relevant Event of Default within the period specified in the notice given under Article 10.3 the Co-ordinator shall be entitled without further notice to take the relevant step indicated in such notice

10.5 The exercise by the Co-ordinator of its rights under Article 10.2. shall be without prejudice to any other right of action or remedy of the Co-ordinator on behalf of the CA in respect of any breach by the Beneficiary of the provisions of this Agreement

10.6 Termination of this Agreement shall not affect any rights or liabilities of the Beneficiary which have accrued prior to the date of termination and save as expressly provided in this Agreement or in the CA Offer Letter the Beneficiary shall continue to be bound by any provisions in this Agreement or in the CA Offer Letter which are expressed to survive termination

10.7 If the Co-ordinator exercises its right under Article 10.2.(c) the Co-ordinator shall give written notice to the Beneficiary that the Co-ordinator is ceasing to make payment of Grant and from the date of such notice the Co-ordinator shall cease to be under any obligation to pay any amount of Grant to the Beneficiary under the Agreement

10.8 Where the Co-ordinator requires the Beneficiary to repay any amount of Grant following a request from the CA to repay the Grant the Beneficiary shall repay the

amount concerned within 20 Working Days of receiving the demand for repayment
The liability to meet such a demand shall be enforceable as a contractual debt

- 10.9 Where the Co-ordinator makes a determination to recover any amount of Grant it may recover the amount concerned by withholding or deducting the amount from any sum due from the Co-ordinator to the Beneficiary under an agreement for the support of any other CA projects or activities by the Co-ordinator or under a different agreement with the Co-ordinator relating to CA funding
- 10.10 The Co-ordinator may require interest to be paid on any amount repayable by the Beneficiary in accordance with the rates charged and re-claimed by the CA

Article 11 – Property in and Exploitation of Results

- 11.1 The Co-ordinator and the Beneficiary agree that all rights title and interest in or to any information data reports documents procedures forecasts technology Know-How and any other Intellectual Property Rights whatsoever owned by either the Co-ordinator or the CA or the Beneficiary before the Commencement Date or developed by either Party during the validity of this Agreement shall remain the property of that Party Where the Co-ordinator and/or the CA has provided the Beneficiary with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo) the Beneficiary shall on termination of this Agreement cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Co-ordinator and/or the CA
- 11.2 If the Beneficiary proposes to employ a Subcontractor to carry out any part of the Beneficiary's work on the Project such employment shall only be on terms which enable the Beneficiary to carry out its obligations under the CA Offer Letter and this Agreement and shall be subject to prior notification to and the consent of the Co-ordinator The Beneficiary shall not without the prior written agreement of the Co-ordinator grant to the Subcontractor any rights to or under any intellectual property or confidential information

11.3 The provisions of this Article 11 shall survive the termination or expiration of this Agreement

Article 12 – Confidentiality

12.1 Subject to Article 13 (Freedom of Information) each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party

12.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights Know-How or other business technical or commercial information which

- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party
- (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence or
- (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party

12.3 The provisions of this Article 12 shall survive the expiration or termination of this Agreement

Article 13 – Freedom of Information

13.1 The Beneficiary and Co-ordinator acknowledge that they are both classed as public bodies for the purposes of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) are subject to their provisions and

that any information provided by any party that is not classed as a public body under these provisions may need to be disclosed to third parties

13.2 The Beneficiary shall

- (a) provide all necessary assistance and cooperation as reasonably requested by the Co-ordinator or by the CA to enable compliance with their obligations under the FOIA and EIRs
- (b) transfer to the Co-ordinator all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt
- (c) provide the Co-ordinator with a copy of all information belonging to the Co-ordinator or the CA requested in the request for information which is in its possession or control in the form that the Co-ordinator requires within 5 Working Days (or such other period as the Co-ordinator may reasonably specify) of the Co-ordinator's request for such information and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Co-ordinator

13.3 The Beneficiary acknowledges that the Co-ordinator or the CA may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Beneficiary. The Co-ordinator shall take reasonable steps to notify the Beneficiary of a request for information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Co-ordinator shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs

Article 14 - Material Changes to the Project

14.1 Any Material Change to the Project or any aspect of the Project Activities will require the prior written approval of the CA and Co-ordinator

- 14.2 The CA Offer Letter fixes the maximum amount which the CA will pay to the Co-ordinator for the support of the Project regardless of any increase in expenditure. No approval to a Material Change to the Project or the Project Activities may be taken as approval for the payment of an additional amount of Grant or imply any intention to consider paying an additional amount of Grant unless the CA expressly makes provision to that effect and the Co-ordinator shall then inform the Beneficiary.
- 14.3 If the CA and Co-ordinator grants approval to any Material Change to the Project or the Project Activities subject to a requirement to repay the whole or any part of the amount of Grant paid the Beneficiary shall repay such amount as the CA may in its absolute discretion request and the liability under this Article 14.3 is separate from the liability to comply with any decision of the Co-ordinator under Article 10 to require repayment of Grant.

Article 15 - Publicity

- 15.1 The Beneficiary shall at all times comply with the CA Publicity and Branding requirements as attached in Schedule 4.
- 15.2 The Beneficiary shall use the CA logo on any communication or activity relating to the Project including signage and digital media and shall not make or permit any of its employees, agents or advisors to make any press or any public announcement in relation to the Project unless the appropriate details have been notified in advance to the Co-ordinator.

Article 16 – Accounts and Records

- 16.1 The Beneficiary shall keep separate accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies that it receives.
- 16.2 The Beneficiary shall keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for a period of five years following the later of the Completion Date and the expiry of this Agreement. The Co-ordinator shall have the right to review the Beneficiary's accounts and records that relate to the expenditure of the Grant and shall provide the Co-ordinator with this information within

5 Working Days of request or sooner if required to meet a deadline that has been stipulated by the CA and the Programme Manager shall have the right to take copies of all such accounts and records

- 16.3 The Beneficiary shall comply and facilitate the CA's compliance with all Statutory Requirements as regards accounts audit or examination of accounts annual reports and annual returns applicable to itself and the Co-ordinator and shall ensure that all tenders procedures and expenditure that are required for the implementation and delivery of the Project are fully compliant with European Union Procurement Regulations and State Aid policies

Article 17 – No Partnership or Agency

Nothing in this Agreement shall be deemed to create a partnership or agency between the Beneficiary and the Co-ordinator or CA nor any relationship of principal and agent nor authorise any party to make or enter into any commitments for or on behalf of the other party save that for the purposes of this Agreement and the CA Offer Letter the Co-ordinator is entitled to act for the CA/TAG in accordance with the terms of the CA Offer Letter and Article 3 of this Agreement

Article 18 – Assignment

- 18.1 The Beneficiary shall not without the prior written consent of the Co-ordinator assign or otherwise transfer partially or totally any of its rights or obligations under this Agreement The Beneficiary shall comply with the obligations contained in the CA Offer Letter in respect of any Subcontractors
- 18.2 If the Co-ordinator's role for the purposes of this Agreement and/or as the executive body for transport under the CA's constitution shall for whatever reason cease or materially alter the Beneficiary and the Co-ordinator shall enter into such agreement for variation novation assignment release or substitution of party as the Co-ordinator in its sole discretion shall require Such agreement(s) shall contain provisions whereby the Co-ordinator is released from and/or indemnified against all liabilities it may have under this Agreement at that time save for liabilities arising from any breach of contract act of

negligence or fraudulent act on the part of the Co-ordinator prior to the date of alteration or cessation

Article 19 – Duration – Termination

- 19.1 This Agreement shall come into force as of the date of its signature but shall have retrospective effect as from 17 April 2015 and shall thereafter continue in full force and effect until the end of actual completion of the Project payment of the final Grant Claim and submission of the report required by Article 2.7 or such earlier date as arises by complete discharge of all obligations undertaken by the Beneficiary under the CA Offer Letter and under this Agreement as well as any amendment or extension thereof
- 19.2 The Beneficiary shall not be entitled to withdraw from or terminate this Agreement and/or participation in the Project without prior written consent of the CA on application to the Co-ordinator or in accordance with Article 19.3 hereof
- 19.3 In the event that the Beneficiary's participation in the CA Offer Letter is terminated by the CA then the provisions of Article 10 of this Agreement shall apply correspondingly
- 19.4 Termination of this Agreement shall not affect any rights or liabilities of the Parties which have accrued prior to the date of termination of this Agreement and the Parties shall continue to be bound by any provision of the Agreement and/or the CA Offer Letter which are expressed to survive termination

Article 20 – Settlement of Disputes

- 20.1 In case of dispute or difference between the Co-ordinator and the Beneficiary arising out of or in connection with this Agreement the Beneficiary shall first endeavour to settle it amicably with the Programme Manager and if this fails for a period of 10 Working Days refer the matter to the CA to try and resolve within a further 10 Working Days
- 20.2 All such disputes or differences which cannot be settled as provided for in the preceding Article 20.1 shall be referred to mediation and the Parties shall bear the costs and expenses of the mediation equally unless otherwise agreed The mediator will be appointed by the CA or failing agreement at the CA meeting where this dispute

was discussed in Article 20.1 by the President or Deputy President of the Chartered Institute of Arbitrators on the application of either Party or the CA

20.3 All such disputes or differences which cannot be settled as provided for in the preceding Article 20.1 and Article 20.2 shall be finally settled in accordance with Article 23

Article 21 – Language

This Agreement is drawn up in English which language shall govern all documents notices and meetings for its application and/or extension or in any other way relative thereto

Article 22 – Notices

22.1 Any notice to be given under this Agreement shall be sent by email or facsimile and confirmed by mail to each Party at its address as set out below (or such other address as the addressee may subsequently notify for the purposes of this Article

Co-ordinator Merseytravel
 No. 1 Mann Island
 Liverpool
 L3 1BP

FAO:

Beneficiary Wirral Metropolitan Borough Council
 Cheshire Lines Building
 Canning Street
 Birkenhead
 Wirral CH41 1ND

FAO:

22.2 Any notice so sent shall be deemed to have been served in the case of email on the date of transmission of the email against receipt of email confirming receipt by the transmittee and in the case of facsimile three days after the date of posting of the confirmatory copy

Article 23 – Applicable Law and Jurisdiction

This Agreement shall be construed according to and governed by the Laws of England and Wales and the Courts of England and Wales shall have exclusive jurisdiction to settle any

disputes arising hereunder or in connection herewith which cannot be settled in accordance with Article 20.1 and 20.2 above

Article 24 – Entire Agreement – Amendments

24.1 This Agreement and the CA Offer Letter constitute the entire agreement between the Beneficiary and the Co-ordinator in respect of the Project and supersede all previous negotiations commitments and writings concerning the Project Nothing in this Agreement shall exclude or limit any Party's liability for fraud

24.2 Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorised signatory of the Beneficiary If however the Co-ordinator and/or CA require any reasonable amendment to this Agreement then the Beneficiary shall forthwith agree to such amendment

Article 25 – Third Party Rights

Save for the rights conferred on the CA which may be directly enforced by it nothing in this Agreement confers or purports or is intended to confer on any third party any benefit or right to enforce any term of this Agreement pursuant to the terms of the Contracts (Right of Third Parties) Act 1999

Article 26 – Signature

Two copies of this Agreement shall be signed by the Beneficiary The Co-ordinator shall not sign this Agreement until it has received signed copies from the Beneficiary

AS WITNESS the Parties have caused this Agreement to be duly signed by their undersigned authorised representatives the day and year first above written

the duly authorised representative of
MERSEYTRAVEL

)
)
)

Handwritten signature

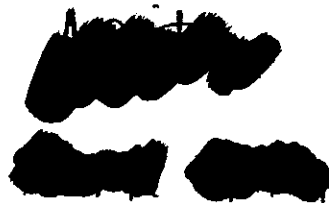
Article 26 – Signature

Two copies of this Agreement shall be signed by the Beneficiary The Co-ordinator shall not sign this Agreement until it has received signed copies from the Beneficiary

AS WITNESS the Parties have caused this Agreement to be duly signed by their undersigned authorised representatives the day and year first above written

the duly authorised
representative of
WIRRAL METROPOLITAN
BOROUGH COUNCIL

)
)
)
)
)
)

A large, dark, irregular redacted area covering the signature and any official stamp or seal that might have been present.

HEAD OF ENVIRONMENT
& REGULATION

Schedule 1

**CA offer letter
and the Proposal for the Project**


 <http://www.seytravel.com/about-us/local-transport-delivery/Pages/STEP.aspx>



**LIVERPOOL
CITY REGION**

[REDACTED]
Chair, Liverpool City Region
Transport Advisory Group
No.1 Mann Island
Liverpool
L3 1BP

[REDACTED]
Head of Environment & Regulation
Wirral Metropolitan Borough Council
Cheshire Lines Building
Canning Street
Birkenhead
CH41 1ND

12th May 2015

Dear **[REDACTED]**

**Liverpool City Region Sustainable Transport Enhancements Package (STEP)
Grant Award for Financial Years 2015/16 and 2016/17**

Following the notification letter from the Combined Authority in April, I am pleased to confirm the funding for your elements of the successful Liverpool City Region STEP major scheme for the financial years 2015/16 and 2016/17, effective from 17 April 2015.

Annex A attached, sets out the detail of the grant award for you organisation which is summarised in the table below:-

	2015/16	2016/17	Total
STEP Funding	£900,000	£800,000	£1,700,000
Local Contribution	£100,000	£100,000	£200,000
Total	£1,000,000	£900,000	£1,900,000

Please note we are only able to confirm spend profiles for 2015/16 and 2016/17 at this time. Profiles for subsequent years are only indicative at this stage and will be confirmed at a later date.

As the promoting authority for these elements of the STEP, Wirral Council is solely responsible for meeting any expenditure over and above the maximum capped amount identified above for your schemes.

[REDACTED]

The Liverpool City Region Combined Authority expects you to keep Merseytravel, as the accountable body for Local Growth Fund (LGF) schemes, closely informed of progress both in terms of delivery and expenditure, on individual schemes, on a quarterly basis.

A formal funding agreement will be proposed based on the conditions set out in Annex B attached to this letter. The funding agreement will include details of the terms and conditions of funding based on payment of the grant being paid in arrears. Dates for the claims are included in Annex C. Merseytravel will co-ordinate the LGF claims by combining and reporting expenditure to the Combined Authority on a quarterly basis.

Yours sincerely



Frank Rogers
Chair, Liverpool City Region Transport Advisory Group

ANNEX A – GRANT AWARD

Authority: Wirral Metropolitan Borough Council

Project Name: Sustainable Transport Enhancements Package

STEP NAME	Local Name	Type of Scheme	Theme	Baseline Cost not including contingency	Total Growth ask (inc. contingency)	2016/17 ask	2016/17 ask	Contribution Funding
Wirral Waters Western Sustainable Travel Links	Wirral Waters Western Sustainable Travel Links	Pedestrian/cycling improvements	Sustainable Access to Employment	£180,000	£200,000	£180,000		
Wirral Waters Eastern Sustainable Travel Links	Wirral Waters Eastern Sustainable Travel Links	Pedestrian/cycling improvements	Sustainable Access to Employment	£360,000	£400,000		£360,000	£100,000
Wirral Waters Eastern Portal	Wirral Waters Eastern Portal	Pedestrian/cycling improvements	Sustainable Access to Employment	£180,000	£200,000		£180,000	
Europa Boulevard Connectivity	Europa Boulevard Connectivity	Public Realm	Invest for Growth	£360,000	£400,000	£360,000		£100,000
Wirral International Business Park Connections	Wirral International Business Park Connections	Pedestrian/cycling improvements	Sustainable access to employment	£180,000	£200,000		£180,000	
Croft Retail Corridor	Croft Retail Corridor	Pedestrian/cycling improvements	Sustainable access to employment	£180,000	£200,000	£180,000		
Port Sunlight Connections	Port Sunlight Connections	Pedestrian/cycling improvements	Sustainable access to employment	£80,000	£100,000	£80,000		

ANNEX B

GRANT CONDITIONS

In this Annex "capital grant", in relation to an Authority, means the amount of Local Growth Fund identified as capital grant in relation to the authority and for the purpose specified in Annex A.

Capital grant paid to an Authority under this determination may be used only for the purposes of implementing the approved project in accordance with regulations made under section 11 of the Local Government Act 2003.

Claims for grant payable shall be made in accordance with the arrangements set out in Annex C, or other such arrangements as may from time to time be required by the Combined Authority and notified in writing to the Chief Finance Officer.

The Local Growth Fund grant is payable 3 months in arrears for the duration of the Schemes, based on expenditure lawfully incurred by the Authority. The Authority should note that Section 31 grant claims are therefore made on an accruals basis as set out in "The Code of Practice on Local Authority Accounting in the United Kingdom: A Statement of Recommended Practice" (SORP) issued by the Chartered Institute of Public Finance and Accountancy (CIPFA).

For the avoidance of doubt this means the Authority will not claim in advance of capital work having been undertaken but may claim on the basis of work done but not paid for.

If an Authority fails to comply with any of the requirements of paragraphs 2 and 3, the Combined Authority may-

- a) reduce, suspend or withhold grant; or
- b) by notification in writing to the authority, require the repayment of the whole or any part of the grant.

Any sum notified by the Combined Authority under paragraph 4 shall immediately become repayable to the Combined Authority.

In accordance with the Liverpool City Region Combined Authority Assurance Framework for Devolving Local Major Transport Schemes Decisions that was endorsed on the 29th May 2014, all funding approvals by the Combined Authority are conditional upon an appropriate monitoring and evaluation framework being put in place and implemented by the Schemes Authority.

A failure to monitor and evaluate a scheme in line with agreed details may mean that the scheme is liable for clawback by the Combined Authority. The purpose of monitoring and evaluation is to improve the efficiency/effectiveness of delivery plus aid the understanding of the effects of schemes.

Further information on evaluation can be obtained from:-

Paul Johnson (paul.johnson@merseytravel.gov.uk)

Michelle Hopley (michelle.hopley@merseytravel.gov.uk) or

Nicola Christie (Nicola.Christie@liverpoollep.org)

ANNEX C

INFORMATION ON MAKING CLAIMS FOR LOCAL GROWTH FUND CAPITAL GRANT

Payment of grant will be made quarterly in arrears subject to certification, by the scheme promoter Section 151 Officer and Chief Internal Auditor, that expenditure has been correctly incurred in accordance with the Grant Conditions. Scheme promoters' claims will be made by completing the claim and reporting form sent quarterly by the Combined Authority to the scheme promoter. The timetable for claims and payments is set out in the table below.

2015/16	Quarter start	Quarter end	Claims to be submitted	Payment of Claim
Qtr 1	01-Apr-15	30-Jun-15	24 July 2015	10 Working days from receipt of the claim form. (providing all correct)
Qtr 2	01-Jul-15	30-Sep-15	23 October 2015	
Qtr 3	01-Oct-15	31-Dec-15	22 January 2016	
Qtr 4	01-Jan-16	31-Mar-16	22 April 2016	

Schedule 2

The Programme



STEP LA specific
schemes (Wirral).pdf

WIRRAL STEP SCHEMES

Zone	Tbl	STP NAME	Local Name	Type of Scheme	Scheme Description (including detailed location of asset and details of the routing)	Scheme Priorities	Resilience Over the next 10 years (contingency)	2019/2020 mtr	2020/2021 mtr	2021/2022 mtr	2022/2023 mtr	2023/2024 mtr	2024/2025 mtr	2025/2026 mtr	2026/2027 mtr	2027/2028 mtr	2028/2029 mtr	2029/2030 mtr	2030/2031 mtr	2031/2032 mtr	2032/2033 mtr	2033/2034 mtr	2034/2035 mtr	2035/2036 mtr	2036/2037 mtr	2037/2038 mtr	2038/2039 mtr	2039/2040 mtr	2040/2041 mtr	2041/2042 mtr	2042/2043 mtr	2043/2044 mtr	2044/2045 mtr	2045/2046 mtr	2046/2047 mtr	2047/2048 mtr	2048/2049 mtr	2049/2050 mtr	2050/2051 mtr	2051/2052 mtr	2052/2053 mtr	2053/2054 mtr	2054/2055 mtr	2055/2056 mtr	2056/2057 mtr	2057/2058 mtr	2058/2059 mtr	2059/2060 mtr	2060/2061 mtr	2061/2062 mtr	2062/2063 mtr	2063/2064 mtr	2064/2065 mtr	2065/2066 mtr	2066/2067 mtr	2067/2068 mtr	2068/2069 mtr	2069/2070 mtr	2070/2071 mtr	2071/2072 mtr	2072/2073 mtr	2073/2074 mtr	2074/2075 mtr	2075/2076 mtr	2076/2077 mtr	2077/2078 mtr	2078/2079 mtr	2079/2080 mtr	2080/2081 mtr	2081/2082 mtr	2082/2083 mtr	2083/2084 mtr	2084/2085 mtr	2085/2086 mtr	2086/2087 mtr	2087/2088 mtr	2088/2089 mtr	2089/2090 mtr	2090/2091 mtr	2091/2092 mtr	2092/2093 mtr	2093/2094 mtr	2094/2095 mtr	2095/2096 mtr	2096/2097 mtr	2097/2098 mtr	2098/2099 mtr	2099/2100 mtr	2100/2101 mtr	2101/2102 mtr	2102/2103 mtr	2103/2104 mtr	2104/2105 mtr	2105/2106 mtr	2106/2107 mtr	2107/2108 mtr	2108/2109 mtr	2109/2110 mtr	2110/2111 mtr	2111/2112 mtr	2112/2113 mtr	2113/2114 mtr	2114/2115 mtr	2115/2116 mtr	2116/2117 mtr	2117/2118 mtr	2118/2119 mtr	2119/2120 mtr	2120/2121 mtr	2121/2122 mtr	2122/2123 mtr	2123/2124 mtr	2124/2125 mtr	2125/2126 mtr	2126/2127 mtr	2127/2128 mtr	2128/2129 mtr	2129/2130 mtr	2130/2131 mtr	2131/2132 mtr	2132/2133 mtr	2133/2134 mtr	2134/2135 mtr	2135/2136 mtr	2136/2137 mtr	2137/2138 mtr	2138/2139 mtr	2139/2140 mtr	2140/2141 mtr	2141/2142 mtr	2142/2143 mtr	2143/2144 mtr	2144/2145 mtr	2145/2146 mtr	2146/2147 mtr	2147/2148 mtr	2148/2149 mtr	2149/2150 mtr	2150/2151 mtr	2151/2152 mtr	2152/2153 mtr	2153/2154 mtr	2154/2155 mtr	2155/2156 mtr	2156/2157 mtr	2157/2158 mtr	2158/2159 mtr	2159/2160 mtr	2160/2161 mtr	2161/2162 mtr	2162/2163 mtr	2163/2164 mtr	2164/2165 mtr	2165/2166 mtr	2166/2167 mtr	2167/2168 mtr	2168/2169 mtr	2169/2170 mtr	2170/2171 mtr	2171/2172 mtr	2172/2173 mtr	2173/2174 mtr	2174/2175 mtr	2175/2176 mtr	2176/2177 mtr	2177/2178 mtr	2178/2179 mtr	2179/2180 mtr	2180/2181 mtr	2181/2182 mtr	2182/2183 mtr	2183/2184 mtr	2184/2185 mtr	2185/2186 mtr	2186/2187 mtr	2187/2188 mtr	2188/2189 mtr	2189/2190 mtr	2190/2191 mtr	2191/2192 mtr	2192/2193 mtr	2193/2194 mtr	2194/2195 mtr	2195/2196 mtr	2196/2197 mtr	2197/2198 mtr	2198/2199 mtr	2199/2200 mtr	2200/2201 mtr	2201/2202 mtr	2202/2203 mtr	2203/2204 mtr	2204/2205 mtr	2205/2206 mtr	2206/2207 mtr	2207/2208 mtr	2208/2209 mtr	2209/2210 mtr	2210/2211 mtr	2211/2212 mtr	2212/2213 mtr	2213/2214 mtr	2214/2215 mtr	2215/2216 mtr	2216/2217 mtr	2217/2218 mtr	2218/2219 mtr	2219/2220 mtr	2220/2221 mtr	2221/2222 mtr	2222/2223 mtr	2223/2224 mtr	2224/2225 mtr	2225/2226 mtr	2226/2227 mtr	2227/2228 mtr	2228/2229 mtr	2229/2230 mtr	2230/2231 mtr	2231/2232 mtr	2232/2233 mtr	2233/2234 mtr	2234/2235 mtr	2235/2236 mtr	2236/2237 mtr	2237/2238 mtr	2238/2239 mtr	2239/2240 mtr	2240/2241 mtr	2241/2242 mtr	2242/2243 mtr	2243/2244 mtr	2244/2245 mtr	2245/2246 mtr	2246/2247 mtr	2247/2248 mtr	2248/2249 mtr	2249/2250 mtr	2250/2251 mtr	2251/2252 mtr	2252/2253 mtr	2253/2254 mtr	2254/2255 mtr	2255/2256 mtr	2256/2257 mtr	2257/2258 mtr	2258/2259 mtr	2259/2260 mtr	2260/2261 mtr	2261/2262 mtr	2262/2263 mtr	2263/2264 mtr	2264/2265 mtr	2265/2266 mtr	2266/2267 mtr	2267/2268 mtr	2268/2269 mtr	226
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[REDACTED]

Schedule 3

Source of funding Beneficiary intends to secure in order to finance the Project



Wirral.docx

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]
Acting S151 Officer / Head Of Finance

PO Box No2,
Treasury Building,
Cleveland Street,
Birkenhead,
Wirral,
Merseyside,
CH41 6BU.

To Mr John Fogarty,
Director of Resources,
Chief Executive's Office,
Merseytravel,
Mann Island,
PO Box 1976,
L69 3HN.

Date 17 July 2015

Your ref

My ref TS/STEP1516

Service Finance

Tel 0151 [Redacted]

Email [Redacted]

Please ask for [Redacted]

Dear John,

STEP FUNDING

As Acting Section 151 Officer for Wirral Council I declare that the scheme the cost estimates and contribution funding are accurate to the best of my knowledge. Wirral Council has the intention to, and the means to, deliver the scheme on the basis of its proposed funding as detailed within this document, as well as meeting any on-going revenue requirements (if appropriate) on the understanding that no further increase in Growth Deal funding will be considered beyond that already identified.

Yours sincerely,



[Redacted]
Acting S151 Officer / Head of Financial Services

Schedule 4

CA Publicity / Branding Requirements



Growth Deals Brand
Guidelines_2015_wet



HM Government



Identity guidelines

Unleashing the potential
for local economic growth

The Growth Deals identity has been developed to support Local Enterprise Partnership communications on projects and activities included in their Growth Deal. It should be used on any communications relating to funding opportunities supported by their Growth Deals. It should also be used on communications relating to projects and activities that have received funding through the Local Enterprise Partnership's Growth Deal. The identity should be used consistently on all communication activities, including signage and digital media.

Introduction	1
The Growth Deals logo	3
Logo artwork	4
Exclusion zone and minimum size	5
Colour Palette	6
Typography	7
Skyline graphic	8
Publications	9
Co branding with partners	10
Pull banners	11
Social media and digital use	12
Contacts and artwork	13



The Growth Deals logo has been designed to illustrate our positive impact on both urban and rural England.

The use of a bold font topped with a bespoke illustration gives the logo a stamp like effect.

The identity has been created to reflect our determination to create a strong and positive impact on places across England.

When using the logo do not change its configuration or the set proportions of the type and icon. Consistent application of our logo will help increase our awareness.

Always use the logo artwork provided.

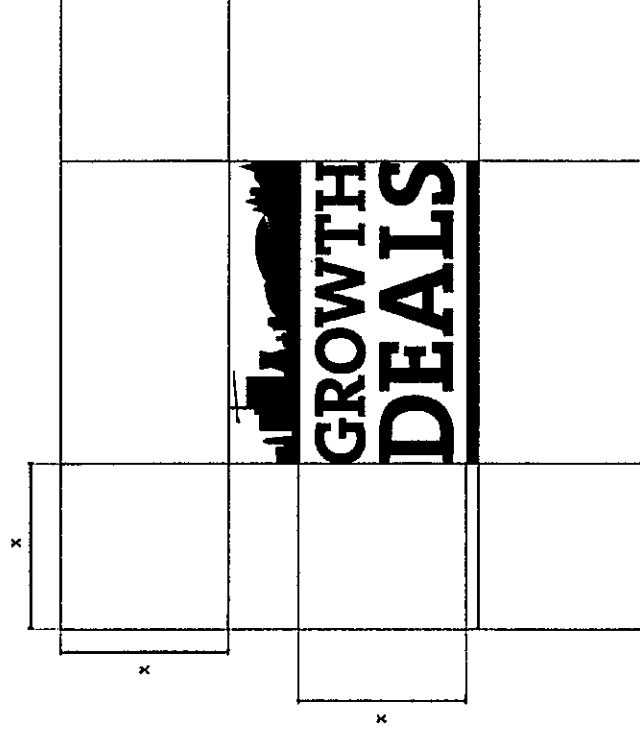


There are three versions of artwork for use across different media.

Whenever possible the colour version of our logo should be used. In certain cases like recruitment advertising or where only basic reproduction techniques are available it is possible to use the white or black logo artwork.

Three file formats of each version of the logo artwork are available:

- .EPS for use with professional design and publishing applications like Adobe CS
 - .PNG for use on-line and with digital applications
 - .JPEG for use with Microsoft applications on PC's running older software.
- Always use the logo artwork provided.



To ensure the integrity of our logo at all times please allow for the exclusion zone and never use it smaller than the recommended minimum size.

The exclusion zone allows for a clear area around the logo at all times ensuring its clarity. This area is defined consistently by leaving an area the height (x) of the type around the logo. This is the minimum clear area needed around the logo.

To protect the legibility of the logo its minimum size is 15mm high (y).

Colour palette



Blue

C100 M62 Y1 K0
R0 G86 B184
#0056b8



Green

C71 M11 Y100 K1
R85 G165 B28
#55a51c



Cyan

C100 M0 Y0 K0
R0 G174 B239
#00aeef



Gray

C73 M58 Y53 K34
R67 G78 B83
#434e53

The colour palette reflects both rural and urban colours.

When creating designs ensure they are complemented by plenty of white space. Simplicity and white space allow us to communicate with our audience in an easy and direct manner. The primary colour of the logo is supported by a fresh cyan and green to give a positive feel to designs.

The neutral gray has also been selected for use with body copy and technical data if needed.

The Serif Plain

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

12345678910 ()!@£\$%&

The Serif Light

The Serif Plain

The Serif Semibold

Arial MT Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

12345678910 ()!@£\$%&

Arial MT Regular

When creating publications on or off-line there is a choice of two fonts.

The Serif is the font that Growth Deals is set in within the logo. Where the licence is owned it can be used for titles of communications, headings and featured text.

For body copy it is recommended that Arial MT is used for its clarity and ease of reading. If neither of the fonts are available they can be substituted with the use of Arial.

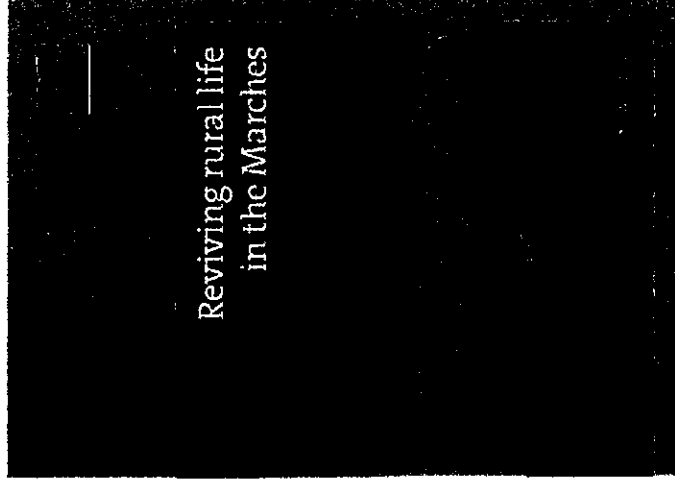
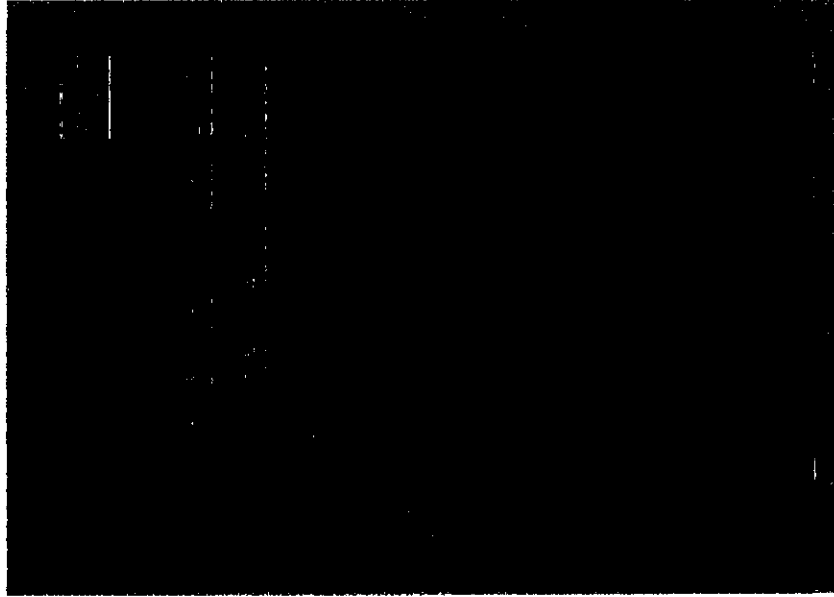


When appropriate the Skyline graphic from the logo can be used to make collateral more engaging.

The skyline illustration can be placed on pull ups, document covers and other items to reinforce that Growth Deals works across both rural and urban areas.

It can also be used to create engaging items when no other photography or illustration is available.

Please do not edit or change the Skyline graphic artwork.



A simple layout has been created for use on the cover of publications.

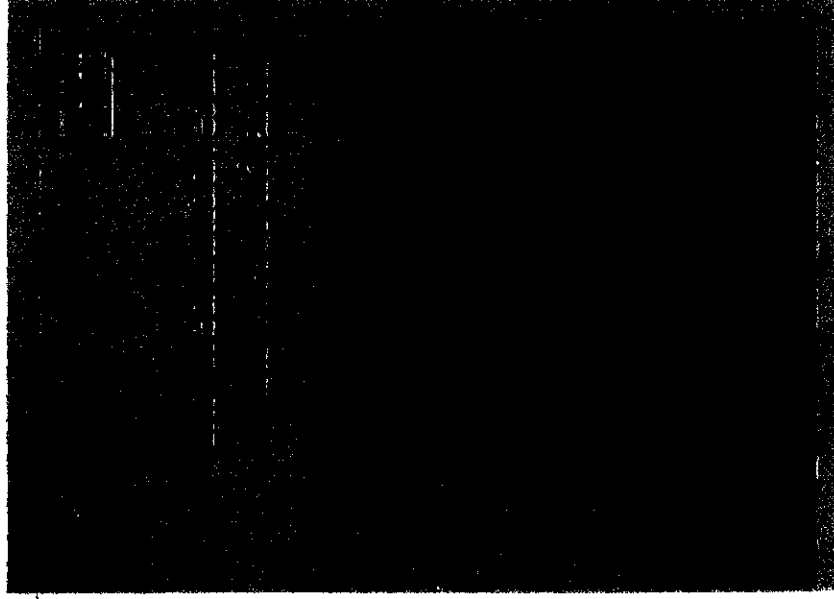
This allows for the use of a feature image or the Skyline graphic if no imagery is available.

Using our colour palette keeps the cover design simple with an emphasis on the publication's content. If photography is used please ensure it is not posed or clichéd.

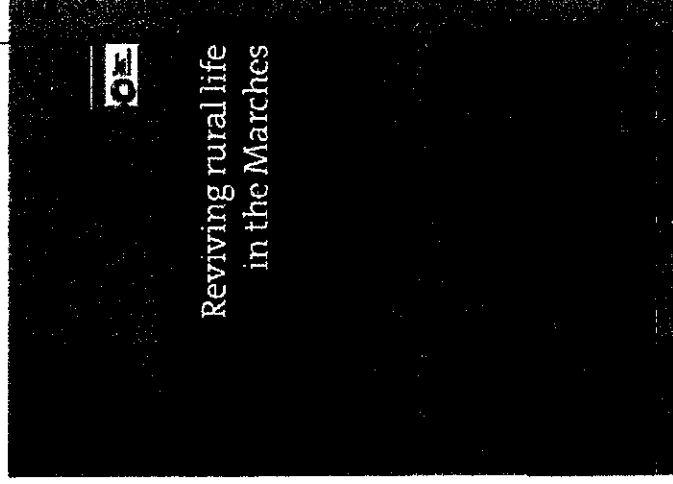
Guidance on creating simple and effective page layouts is available within the HM Government identity guidelines available for download from

<https://communication.cabinetoffice.gov.uk/hmg>

a



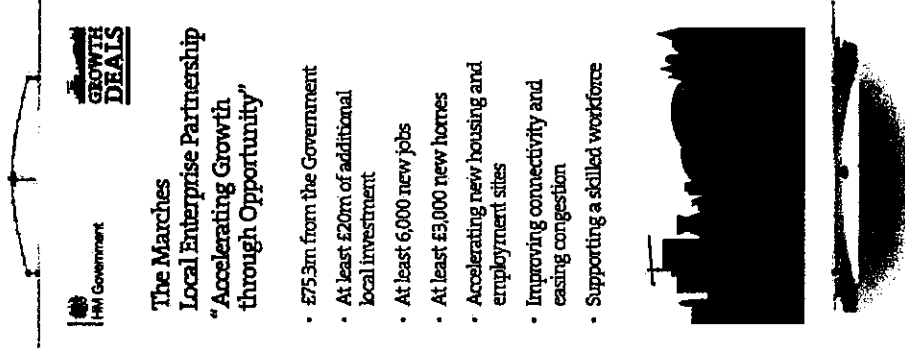
b



When co-branding with partners there are simple principles we adhere to for clarity.

- As our work involves collaborating with agencies and organisations across the regions our logo is often used with partners logos. The principles of co-branding are simple;
- They should be aligned in a clear horizontal (a) or vertical (b) configuration allowing for the exclusion zone
 - When appropriate the Growth Deals logo should have prominence.

We often place the HM Government identity as an endorsement next to our logo. When required follow the visual relationship illustrated above and on the next page. For further information on the HM Government identity visit <http://communication.cabinetoffice.gov.uk/hmg>

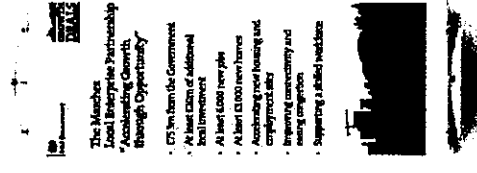


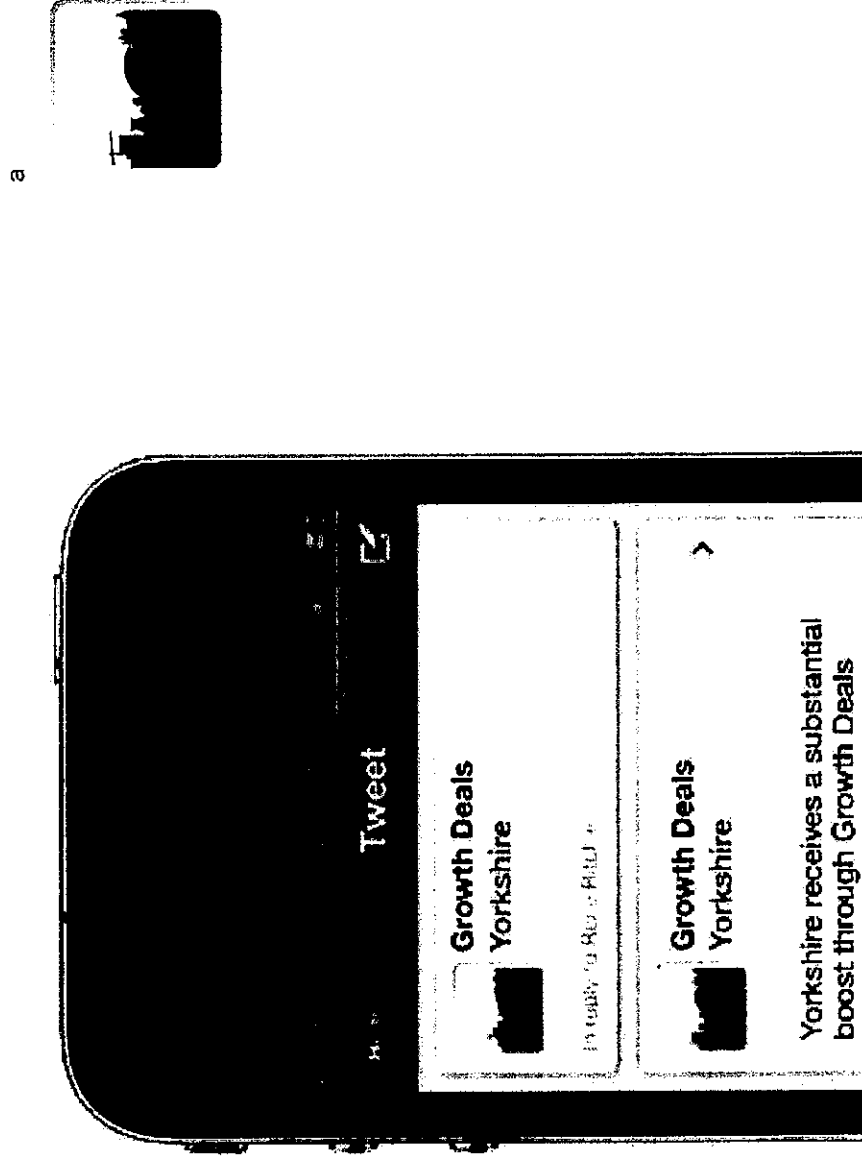
Pull up banners are a key way of highlighting what Growth Deals can achieve.

When creating pull up banners ensure they follow the design above and include the HM Government logo as an endorsement of Growth Deals. The Skyline graphic should be placed at the base of the pull up in a flat colour.

When designing pull up banners please ensure content:

- is concise
- is clearly legible
- accessibility for all is considered.





Our Skyline graphic can be used for branding digital items which allow a limited space for logos.

Social media platforms allow for branding content, though often the defined area is very small making the legibility of logo text difficult. In these instances we have a gravatar (a) that uses a concise version of the Skyline graphic.

Growth Deals is clearly written next to it via the application being used.

The icon should always be used with Growth Deals written next to it. It should not be used with any other title.

For artwork files or more information on the Growth Deals identity please contact the Growth Deals communications team at the Department for Business, Innovation & Skills
LocalEnterprisePartnerships@bis.gsi.gov.uk

Appendix A

Claim Form



Wirral Claim PDF.pdf



SUSTAINABLE TRANSPORT ENHANCEMENT PACKAGE	
Claim form for grant provided by the LCR Combined Authority for the Sustainable Transport Enhancement Package	
Name of Project:	SUSTAINABLE TRANSPORT ENHANCEMENT PACKAGE
Name of Claimant:	Wirral MBC
Quarter 1 15/16	
Total Claimed for this quarter	0.00
Total Claimed to date	0.00
Contribution paid to date	0.00
<i>I apply for payment of grant as calculated above. I certify that appropriate investigations and checks have been carried out and the above claimed amount has been confirmed as eligible and due in accordance with the applicable monitoring and evaluation framework and all other terms and conditions that apply to the grant</i>	
Signed (Chief Internal Auditor) Name Date Contact telephone number	
Signed (151 officer) Name Date Contact telephone number	
For Reference Merseytravel Vendor Number (MT Use Only)	(if your bank details have changed please inform us)
Name of Bank Account Bank Account No Sort code Name of Bank Address of Bank	
Please send this form as a signed paper copy to: Helen Roberts, Senior Accountant, Merseytravel, No 1 Mann Island, Liverpool L3 1BP	

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Year	15/16	Quarter	Quarter 1 15/16
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Claim Period

From 17 April 2015

To 30 June 2015

Quarter 1 15/16	Quarter
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Liverpool City Region



Wirral MBC

Europa Boulevard Connectivity/Hamilton Street

[illegible]

Year	Quarter 1 15/16
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Year

15/16


Quarter

Quarter 15/16

Claim Period

From 17 April 2015

To: 30 June 2015



Liverpool City Region



**GROWTH
DEALS**

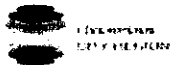
Wirral MBC

Wirral Waters Eastern Travel Links/East Float Tower Rd

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	Explanation	What to do
Excel Document	The Excel file contains all claim sheets in one document i.e. Transaction sheets, Annex A and the claim form. This will be the one document which, as it is updated, will act as the means for claiming grant, recording planned expenditure and recording progress in implementing the programme.	There are 4 different claim forms - ONE for each quarter supplied within your pack. Throughout the document, cells that are blue are formula driven, grey cells are titles & budgets. These cells are all password protected. All white cells need to be completed. For the links & formulas to work please complete all relevant Transaction sheets first, followed by Annex A and finally the claim form.
Transaction Sheets	The Transaction Sheets will individually record all expenditure attributed within the quarter to the STEP grant.	Please remember to use the correct Quarter Claim form supplied in your file. The sheets are designed to allow you to copy & paste from your own internal workings. Each Transaction Sheet is relevant to each of your schemes. All transactions listed will automatically be calculated for your Claim for the relevant quarter.
Annex A	The purpose of Annex A is to track progress for both actual and planned expenditure.	IT IS IMPORTANT TO COMPLETE ALL WHITE CELLS WITHIN ANNEX A. This includes your <u>STEP Contribution</u> as well as your <u>planned expenditure</u> for the rest of the year. All totals listed on the Transaction Sheets will automatically be recorded. Please check that you are happy with the totals.
STEP Claim Form	The claim form is a legal document. By signing it, the 151 Officer and the Audit Manager accepts responsibility for the grant expenditure during the quarter on services, projects or other items eligible under the terms of the grant.	The quarter you are claiming is linked to the Transaction Sheets. The quarter date & total claim will be calculated automatically. If your bank details have changed for any reason, change and highlight the fact. Otherwise do not change. Do not amend the Merseytravel ref number which we assign to pay grant claims. Print out a paper copy. This must be signed and dated by the Audit Manager & 151 Officer.
Please send the updated electronic file every quarter to: Helen Roberts, Senior Accountant, copying in Melissa Waring or Karen Darlington as appropriate.		