

15/03/2019

Fran Cropper
Regeneration Team Leader
Regeneration
Development Directorate
Nottingham City Council
Loxley House, Station Street
Nottingham, NG2 3NG
fran.cropper@nottinghamcity.gov.uk

Dear Fran,

LGA – Building Council Homes Programme

This letter ('Grant letter') sets out the grant funding offered by the Improvement and Development Agency for Local Government, (IDEA) a company registered in England and Wales with company registration 3675577, whose registered office is at Local Government House, Smith Square, London, SW1P 3HZ) to Nottingham City Council.

1. This Grant Letter and attached Conditions of Grant (together the 'Grant Agreement') govern those activities that form part of the 'Project' as defined in the Conditions of Grant.
2. The grant will be paid only in respect of expenditure incurred by Nottingham City Council for the purpose of delivering the work set out at **Annex B**.
3. The total grant funding offered is one payment of **£30,000**. Please read the conditions of grant below carefully.

Purpose of grant

4. This grant funding is awarded in line with the project brief document in **Annex B**.

In brief, the Grant is to maximise the development potential around the North and West of Nottingham City Council.

5. This grant may not be used for activities other than those specified in **Annex B** without the prior consent of IDEA.

Payments and reporting requirements

6. Grant funding must be spent in accordance with the agreed indicative costs

outlined in **Annex B**, unless otherwise approved by IDEA in writing. The Grant funding will be paid in one single payment on receipt of the signed and completed Grant Agreement.

Regular updates and 2 final publications will be required which should be sent to simon.barry@local.gov.uk by no later than March 31st 2020.

Future grants

7. The grant funding covered by this letter expires on March 31st 2020, IDEA makes no commitment to renewing or continuing to provide financial support after this date.

Complying with new Government policies

8. This grant is provided on the strict understanding that none of this money is to be used for marketing or advertising otherwise than the activities defined in **condition jj**.

Signifying acceptance

9. Please signify your acceptance of this offer and the Conditions of Grant by completing and signing the signatory part on page 3 of this letter and the duplicate. One copy of the letter should be retained by Nottingham CC and the other returned to Simon Barry at the Local Government Association. On completion of the work of the project specified in Annex B please complete and return Annex A.

For the avoidance of doubt this grant payment in no way creates any employment relationship or obligations on the IDeA.

Simon Barry

**Housing Adviser
Local Government Association**

Grant Title

Acceptance of Grant

We have read and understand all the Conditions of this offer and formally accept them on behalf of:

Signed by person authorised to sign on behalf of Local Government Improvement and Development	
Date	
Signature	
Name (please print)	
Position in IDEA	

Signed by a person authorised to sign on behalf of the Recipient	
Date	
Signature	
Name (please print)	
Name of organisation	
Position in organisation	

Principal contacts	IDEA	Recipient
Contact name	Simon Barry	
Position	Housing Adviser	
Telephone no.	0207 7664 3306	
Email	simon.barry@local.gov.uk	
Address	18 Smith Square Westminster SW1P 3HZ	

CONDITIONS OF GRANT

Definitions:

In these Conditions of Grant the following terms have the meaning given below:

“Funding period” means date of signed agreement to March 31st 2020;

“IDEA” means the Improvement and Development Agency for Local Government;

“the Project” means project activities set out in the work schedule at **Annex B**;

“The Recipient” means Nottingham City Council.

Specific Conditions of Grant

- a) The parties acknowledge that this grant is made pursuant to the project specified in Annex B for use in, or in connection with, promoting or facilitating productivity gains by a best value authority or best value authorities.
- b) All expenditure must relate directly to the work schedules set out under **Annex B**. At **least one meeting** will be held between the Principal Contact for the Recipient and a representative of IDEA for monitoring purposes during the funding period.

Payment Arrangements

- c) The maximum amount of grant payable under this Agreement is **£30,000**. The grant will be **paid in a single amount** for the period up to and including March 31st 2020.
- d) Payment will be made by IDEA within 14 working days of the receipt of a signed and completed Grant Agreement.
- e) Not Used.
- f) Subject to paragraphs h-j inclusive below, eligible expenditure consists of payments by the Recipient during the funding period for the purposes of the Project. Eligible expenditure is net of VAT recoverable by the Recipient from HM Revenue & Customs, and gross of irrecoverable VAT.
- g) Not Used.
- h) The Recipient must not deliberately incur liabilities for eligible expenditure before there is an operational need for it to do so. Expenditure shall be said to have taken place where goods and services have been satisfactorily delivered.
- i) Liabilities incurred from March 31st 2019 in relation to the delivery of the Project are not excluded from eligible expenditure provided that IDEA is satisfied that the relevant activities have been undertaken and that grant funding is therefore due to the Recipient in relation to those activities.
- j) If the Recipient incurs any of the following costs, they must be excluded from eligible expenditure:

- i) activities of a political or exclusively religious nature;
- ii) goods or services that the Recipient has a statutory duty to provide;
- iii) payments reimbursed or to be reimbursed by other public or private sector grants;
- iv) contributions in kind;
- v) depreciation, amortisation or impairment of fixed assets owned by the Recipient;
- vi) interest payments (including service charge payments for finance leases);
- vii) gifts to individuals other than promotional items with a value no more than £10 a year to any one individual;
- viii) entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- ix) statutory fines, criminal fines or penalties;
- x) liabilities incurred before the issue of this funding agreement unless agreed in writing by IDEA.

Procurement of Goods and Services

- k) The Recipient shall have regard to HM Treasury guidelines in the procurement of goods and services for which it receives grant so as to secure best value for money. In particular, contracts of work, equipment stores and services etc. awarded by the Recipient shall be placed on a competitive basis unless there are good reasons to the contrary. Tendering procedures shall be in accordance with the EU Procurement Directive and UK Procurement Regulations, where applicable, and any additional guidance issued by HM Treasury. The Recipient shall not make any advance payment, any interim payments or enter into any deferred payment arrangements without the prior written consent of IDEA.

Value for money and procurement requirements

- l) The Recipient must secure the best value for money in all purchases of goods and services made for the purposes of the Project. The Recipient must obtain quotes for the provision of all goods and services with a cost of £500 or more, and where the cost is £10,000 or more, it must, if practicable, obtain at least 3 written tenders/quotes. If this is not possible then procurement must be in accordance with the council's procurement standing orders and contract procedural rules. If required

to do so by IDEA, it must produce documentary evidence of compliance with this condition.

- m) Notwithstanding paragraphs, h), i), j) and k) above, the Recipient is not prevented, on the basis of an appropriate business case, from entering into arrangements with, or making payments to, any supplier or contractors instructed by the Recipient to carry out activities for this Project without obtaining multiple quotes and on the basis of a single tender. The Recipient must keep a record of all appropriate business cases.
- n) If applicable, the Recipient must take all reasonable steps to ensure that it does not incur eligible expenditure without having complied with the requirements of the EC Procurement Directives. In relation to the supply of goods and services, these requirements are implemented by the Public Contracts Regulations 2015 and are subject to thresholds specified by reference to the value of the transaction. These Regulations specify the procedures to be followed in relation to the award of public works contracts, public supply contracts and public services contracts by public bodies (called Contracting Authorities, as defined in the Regulations), and remedies for breaches of the Regulations.

Intellectual Property Rights and Branding

- o) The Recipient shall disclose full details of all Intellectual Property Rights to IDEA on their creation by or on behalf of the Recipient. In consideration of the grant, the Recipient hereby assigns to IDEA as legal and beneficial owner with full title guarantee all Intellectual Property Rights and any associated goodwill arising from or in connection with work commissioned by IDEA, created in the course of carrying out the activities set out in Annex B during the funding period (March 31st 2020 inclusive).
 - i) Notwithstanding anything within this grant IDEA will retain ownership of all rights and interest in any Intellectual Property Rights vested in IDEA as of the date of this grant letter, or used by IDEA or on its behalf at any time prior to the date of this grant letter, or as subsequently developed by IDEA or on its behalf.
 - ii) The Recipient acknowledges that it (and its suppliers and contractors) will only have the right to use appropriate IDEA and/or Department branding and materials for the purpose of this Project with IDEA's prior consent. The Recipient acknowledges that IDEA and/or the Department shall have the right to use all appropriate branding and materials produced with the help of this grant.
 - iii) At the end of the funding period, upon request by IDEA, the Recipient will deliver to IDEA all information, documents, works and materials (including, without limitation, any source codes and object codes) to enable IDEA or its sub-licensees to continue: (a) working on or using any works and materials

(including, without limitation, software); and (b) using any Intellectual Property Rights assigned or licensed to IDEA pursuant to this condition (o).

- iv) “Intellectual Property Rights” for the purposes of this condition (o) means all intellectual property rights including (without limitation) any patent, copyright, rights in software, database right, moral right, design right, registered design, trade mark, service mark, domain name, know-how, utility model, unregistered design or where relevant any application for the same or any other such right or other industrial or intellectual property right subsisting in any part of the world created by the Recipient or on its behalf.

Capital Assets

- p) If the Recipient uses the grant, or any part of it, to purchase any capital asset and that asset is disposed of, or ceases to be used by the Recipient for the provision of the work, IDEA may recover the full market value of that asset, net of any costs of disposal (if applicable). For these purposes “full market value” means (i) the value of the asset received or determined by the Recipient following its own asset disposal procedures or valuation and depreciation policy as agreed with its auditors, or (ii) in a case where the Recipient has not followed that procedure or policy, the value of the asset which the Recipient would have received or determined had it followed that procedure or policy.

Statement of Expenditure

- q) As soon as possible after the end of the financial year, and not later than March 31st 2020, the Recipient must complete and submit to IDEA, a Statement of Expenditure, giving details of eligible expenditure, including all transactions during the funding period, in support of the activities set out in Annex B.

Records to be kept

- r) The Recipient must:
- i) maintain and operate effective monitoring and financial management systems for the Project in order to control expenditure and to ensure that the costs of achieving the objectives, activities and milestones set out in the bid can be clearly identified; and
 - ii) keep a record of eligible expenditure and all income generated by the Project, and retain all accounting records relating to that expenditure and income for a period of at least six years after the end of the funding period. Accounting records include original invoices, receipts, accounts and deeds, whether in writing or electronic form. Such records must also be kept for any income generated with the help of grant. The Recipient must make these available at any reasonable time for inspection by officials from IDEA and/or the Department or their representatives or by the Comptroller and Auditor General or his

representatives.

Further Information

- s) The books and other documents and records relating to the Recipient's accounts shall be open to inspection by the Secretary of State and/or IDEA and by the Comptroller and Auditor General. The Recipient acknowledges and agrees that the Controller and Auditor General may, pursuant to Section 6 of the National Audit Act 1983, and IDEA may carry out examinations into the economy, efficiency and effectiveness with which the Recipient has used its resources in discharging its grant-aided activities.
- i) The Recipient shall provide to the Secretary of State and/or IDEA such further information and documentation as may be required by either of them for the purpose of determining whether it has complied with the grant conditions.

Financial management

- t) The Recipient shall maintain a sound system of internal financial controls, and shall require its external auditors, as part of their audit, to report on the adequacy or otherwise of that system. The Recipient shall also take adequate measures to safeguard itself against fraud and theft. All cases of fraud or theft, whether proven or suspected, must be referred to the Secretary of State, with notification to IDEA.
- u) The Recipient shall take such steps as the Secretary of State and/or IDEA may require from time to time, to satisfy them that the systems of financial and manpower control and the management and organisation of the Recipient are such as to enable it to fulfil its objectives under this grant agreement.
- v) The Recipient shall comply with the CIPFA/LASAAC Code of Practice on Local Authority Accounting in the UK 2017/18 and the Local Government Finance Act 1982.

Internal audit

- w) The Chief Executive (or equivalent) of the Recipient is responsible for ensuring that the systems governing the grant provided by IDEA are subject to independent review in order to obtain assurance of the adequacy of the system of internal control and safeguards against fraud.
- x) In deciding on the most appropriate arrangements, the Recipient will have regard to the size of the body, the level of grant, the perceived risk to the public funds provided and the cost of provision of the review service. These arrangements may be reviewed by IDEA which will take account of the objectives, standards and practices set out in the CIPFA/LASAAC Code of Practice on Local Authority Accounting in the UK 2017/18 and the Local Government Finance Act 1982.

Auditor Arrangements

- y) The Recipient on reasonable notice, without charge, will permit any official or officials of IDEA, the Department, the National Audit Office or their nominees, during usual business hours, to visit its premises and/or inspect any of its activities and/or examine and take copies of the Recipient's books of account and such other documents or records as in such officials' reasonable opinion may relate to the use and execution of the grant activities and Grant Agreement.

z) Third Party Contracts

- aa) The recipient will ensure that any third parties or sub-contractors, adhere to the terms of this agreement as if they were a party to it.
- bb)

Other Conditions

- cc) If the Recipient fails to comply with any of the conditions specified in this document, or, where IDEA is required to repay the whole or any part of the grant monies to the Department, IDEA may require the repayment of the whole or any part of the grant monies paid to the Recipient as may be determined by him and notified in writing to the Recipient. Such sums that have been notified shall immediately become repayable to IDEA, notwithstanding that, the Recipient may be indemnified against any outstanding sums already contracted and due for payment to third parties and repay the balance of such uncommitted sums to IDEA.
- dd) If the Recipient fails to comply with any of the conditions set out in this document, or following a consistent poor performance in meeting the conditions set out in this document or following a consistent poor performance in meeting the objectives of the agreed work schedule as set out under **Annex B**, IDEA may, after giving 30 days' notice, terminate the grant irrespective of 3rd Party contracts and so on.
- ee) The Recipient must:
 - i) ensure that it obtains all necessary permission and authority (whether required by legislation or otherwise) to undertake the works and activities detailed in this Grant Agreement; and
 - ii) take all reasonable steps to ensure that it and anyone acting on its behalf under the Project complies with the law for the time being in force in the United Kingdom, including, in particular (so far as binding on the Recipient), the requirements of the Health and Safety at Work Act 1974, the Data Protection Act 2018, the Human Rights Act 1998 and the Equality Act 2010. Note: The Equality and Human Rights Commission have issued Codes of Practice giving guidance on the law relating to equal opportunities and on good practices in employment.

Conflicts of interest and financial or other irregularities

- ff) Officers, members and employees of the Recipient must be careful to avoid conflicts of interest. The Recipient must ensure compliance with formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Project and to be excluded from any discussion or decision-making relating to the matter concerned.
- gg) If the Recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this Grant Agreement, it must notify IDEA immediately, explain what steps are being taken to investigate the suspicion and keep IDEA informed about the progress of the investigation. For these purposes “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than the purposes of the Project.
- hh) If the Recipient fails to comply with any of the conditions of grant set out in this funding agreement, or if any of the events mentioned above occurs, or where a third party brings, or threatens to bring, a challenge under the UK Procurement Regulations, Equality Legislation, Intellectual Property claims in connection with the Project, IDEA may reduce, suspend, or withhold grant payments, or require all or any part of the grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.
- ii) Not used
- jj) The events referred to **above** are as follows:
 - i) the Recipient fails to make satisfactory progress with the Project, and, in particular, with delivery or achievement of the objectives, activities and milestones set out in Annex B;
 - ii) the Recipient owes any sum to IDEA under any offer of grant or any other grant determination;
 - iii) the Recipient purports to transfer or assign any rights, interests or obligations arising under this funding agreement without the agreement in advance of IDEA;
 - iv) there is a change in control or ownership of the Recipient or of the Project or the Recipient ceases to operate or changes the nature of its operations to an extent which IDEA considers to be significant or prejudicial to the satisfactory continuance of the Project;
 - v) the Recipient is the subject of a proposal for a voluntary arrangement; or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or is struck from the register at the Charity Commission, or, being a company, is struck from the register at Companies House;

- vi) any information provided in the grant proposal or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which IDEA considers to be material;
- vii) the Recipient takes inadequate measures to investigate and resolve any reported irregularity;
- viii) it appears to IDEA that the Recipient no longer requires grant assistance in order to carry out the Project;
- ix) a report from the reporting accountant on a Statement Expenditure is unsatisfactory because it contains an adverse opinion, a qualified opinion or a disclaimer of opinion, to any of which the Recipient has not responded appropriately.
- kk) Where IDEA has required the Recipient to repay any amount, IDEA may recover that amount by withholding, or deducting the amount from, any sum due to the Recipient from IDEA under any offer of grant or any other grant determination.
- ll) It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of IDEA. In the event that it becomes necessary to take steps to enforce the terms and conditions of this funding agreement, IDEA will write to the chief executive (or equivalent) of the Recipient giving particulars of its concern about the Project or of any breach of a term or condition of the grant.
- mm) The Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address IDEA's concern or rectify the breach, and may consult IDEA or agree with it an action plan for resolving the problem. If IDEA is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of grant, or to recover grant already paid or both

Marketing and advertising

- nn) This grant may be used for activities designed to share learning and disseminate best practice such as the holding of seminars and training sessions, the promotion of pilot schemes and the publishing and dissemination of data. For the avoidance of doubt, these activities will not fall within the prohibition on marketing or advertising set out in paragraph 10 of the Grant Letter.
- oo) For the avoidance of doubt this grant funding is for the benefit of all local authorities in England and is not limited to those with membership of particular bodies.

Warranties

The Recipient warrants, undertakes and agrees that:

- it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the IDEA immediately of any significant departure from such legislation, codes or recommendations;
- it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- all financial and other information concerning the Recipient which has been disclosed to the IDEA is to the best of its knowledge and belief, true and accurate;
- it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- it is not aware of anything in its own affairs, which it has not disclosed to the IDEA or any of the IDEA's advisers, which might reasonably have influenced the decision of the IDEA to make the Grant on the terms contained in this Agreement; and
- since the date of its last accounts there has been no material change in its financial position or prospects.

Assignment

The Recipient may not, without the prior written consent of the IDEA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant. If the written consent of the IDEA is provided the Recipient acknowledges and warrants that the terms contained in this grant agreement apply to any subcontractors, transferee, third party etc.

Additional Information

The recipient acknowledges that while the IDEA/LGA is not subject to the Freedom of Information Act it has committed to acting in the spirit of the legislation. As such it is at the discretion of the IDEA to determine what, if any, information relating to this grant can and

should be disclosed in the event of a freedom of information act request being received by the IDEA or Local Government Association.

The Recipient shall:

- provide all necessary assistance and cooperation as reasonably requested by the IDEA to enable the IDEA to comply with its obligations under the FOIA and EIRs;
- transfer to the IDEA 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;
- provide the IDEA with a copy of all information belonging to the IDEA requested in the request for information which is in its possession or control in the form that the IDEA requires within 5 working days (or such other period as the IDEA may reasonably specify) of the IDEA's request for such information; and
- not respond directly to a request for information unless authorised in writing to do so by the IDEA.

The Recipient acknowledges that the IDEA may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The IDEA shall take reasonable steps to notify the Recipient 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 IDEA 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.

Additionally, for the purposes of this grant the IDEA/ LGA shall be deemed to be bound by the Transparency code 2015. As such the recipient shall not object to the content of and details relating to this agreement being published.

Data Protection and Processing

The Controller is legally responsible for the Data even when it is processed by the Processor and therefore they must take steps to ensure their information assets remain protected, the liabilities and risks are appropriately managed and Data is processed lawfully.

The Processor will only process Data on the instruction of the Controller.

Data Protection legislation means all applicable data protection and privacy legislation, regulations and guidance including:

- (i) prior to 25 May 2018, the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance or codes of practice issued by the UK's Information Commissioner from time to time (all as amended, updated or re-enacted from time to time); and
- (ii) from 25 May 2018 Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance or codes of practice issued by the European Data

Protection Board or the UK's Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

CONTROLLER RESPONSIBILITIES

The Controller shall at all times ensure Data is processed fairly, lawfully and transparently in accordance with data protection legislation.

The Controller shall not instruct the Processor to process the Data on his behalf under this Contract where the Controller does not have a secure basis in law to process that Data.

The Controller is legally responsible for the processing carried out by the contracted Processor.

PROCESSOR RESPONSIBILITIES

Where the Processor undertakes any processing of Data on behalf of the Controller it shall:

- 1.1 Only process the Data for the purpose of the performance of its obligations under this Contract;
- 1.2 Not itself determine or seek to determine the purposes for which – and the manner – in which Data are to be, processed;
- 1.3 Only process personal data in accordance with the Controller's instructions. The Processor shall only undertake the processing of Data to the extent, and in such a manner, as is necessary to comply with such instructions of the Controller;
- 1.4 Comply with all related and relevant legislation, regulatory and industry standards, including (but not limited to) current data protection legislation;
- 1.5 Not share the Data, other than Data allowed by this Grant, with any third party without the prior written permission of the Controller
- 1.6 On receipt of a subject access request made by a Data Subject:
 - (a) notify the Controller as soon as possible and in any case within three working days; and
 - (b) provide the Controller with all reasonable assistance and cooperation to enable the Controller to comply with the subject access request;

Assist the Controller where necessary and upon request to ensure compliance with the data protection principles and make all reasonable changes to processing as required by the Controller to mitigate any risk to the Data;

Ensure that processes and procedures are in place to comply with a Controller request to:

- a. Rectify data, at database level if required
- b. Erase data, at database level if required
- c. Assist with the restriction or temporary suspension of data;

Not transfer or permit the transfer of the personal data on to any territory outside the European Economic Area without the prior written consent of the Controller.

DATA SECURITY REQUIREMENTS

The Processor shall:

Have in place appropriate technical and organisational security measures designed to protect the Data against accidental events or unlawful or malicious actions that compromise the availability, integrity and confidentiality of the Data.

Ensure that the measures are equivalent to or higher than those imposed on the Controller by data protection legislation;

Ensure that access to the Data is restricted by organisational controls to staff of the Processor whose access is necessary in order to meet the Processor's obligations under this Grant;

Take all reasonable steps to ensure the reliability of its staff who have access to the Data and ensure that all staff engaged by the Processor have had appropriate pre-employment checks including disclosure and barring service check, understand the confidential nature of the Data, and have received appropriate training in the relevant Data protection legislation prior to their use of the Data;

Have procedures in place to monitor access and to identify unauthorised and unlawful access and use of personal data;.

Immediately report any untoward incidents, near misses or activities that suggest non-compliance with this Grant to the Controller and cooperate with the Controller to carry out a risk assessment, root cause analysis and identify any corrective action required. The Processor will cooperate with the Controller in implementing any required corrective action agreed between the Parties;

SECURE DISPOSAL OF DATA

The Controller may, at any time during the term of this Grant and upon any termination or expiry of this Grant, require the Processor to securely return, transfer, or destroy the Data, in whole or in part which the Processor will do securely and confidentially.

The Processor will not destroy Data unless it has received specific instruction to do so from the Controller.

The Processor may retain the Data provided that:

- (a) such retention is necessary due to a continuing statutory or contractual obligation imposed on the Processor with respect to

such Data; and

- (b) the Controller agrees to the retention; and
- (c) the Processor promptly complies with the Controller's instruction made under the above Clause as soon as such statutory and/or contractual obligation ceases to apply to the Processor; and
- (d) the Processor keeps the Controller informed of the Data it continues to retain, by notifying the Controller in writing at least once a year for so long as the Processor continues to retain such Data.

These Grant terms survive as long as the data is held.

SUBCONTRACTING

The Processor must obtain written authorisation of the Data Controller before subcontracting any processing or duties under this Grant to any third party. The Processor shall notify the Controller of any changes to the subcontractor(s) appointed

Where a subcontractor is appointed, the Processor shall:

- (a) carry out adequate due diligence on such subcontractor to ensure that the subcontractor is able to comply with the relevant obligations imposed on the Processor under this Grant which are to be subcontracted to that subcontractor;
- (b) ensure that a suitable written agreement between the Processor and each subcontractor is executed before the subcontractor is allowed to commence performance of any of the subcontracted obligations of the Processor, and provide a copy of such agreement to the Controller upon request.

Annex A

The accountable body must complete this form and return it to Simon Barry, LGA, 18 Smith Square, London SW1P 3HZ **on completion of the project**

Project Name: Nottingham City Council – Building Council Homes Programme

Contact name:

Telephone number:

This grant is to fund activities set out in the work schedule (Annex B to the Grant Agreement)

1. Allocation 2019/20	£30,000
2. Actual expenditure to 31 March 2020	£
3. (Under)/Over spent for 2018/19	£
4. Amount to be returned to IDEA	£

I certify that expenditure incurred above was in accordance with the terms and conditions of the Grant Agreement to assist the work Nottingham City Council is undertaking on behalf of Local Authorities in their project specified in Annex B. Signed by a person authorised to sign on behalf of the Recipient.

Date

Signature

Name (please print)

Position in organisation

Annex B

LGA Building Council Homes Programme

- What is the project for which you are seeking grant support?

Nottingham City Council would like to be considered for specialist advice around how we accelerate and extend delivery of homes via our HRA. Nottingham City Council has undertaken an ambitious new build programme already, in partnership with Nottingham City Homes, the Council's ALMO. However, the lifting of the HRA borrowing cap offers a new opportunity for Nottingham to develop on sites it had previously considered unachievable. A significant amount of the previous new build development has been on small infill or former garage sites, however there is an opportunity for some of the larger sites to now be delivered, with social housing at the forefront. NCC is committed to delivering new Council homes, but recognises that HRA investment must be appropriate, and achieve a good mix and balance to build strong communities and neighbourhoods of choice. We do not wish to create mono-tenure estates, therefore would welcome specialist advice around the right levels of new social housing on large new developments.

- What are the outcomes that you are aiming to deliver through the project?

NCC would like to request £30,000 for advice on how to maximise the development potential around the North and West of Nottingham City, with a particular focus on Chingford in Bilborough (allocation for 160 homes), Padstow (circa 290 units), Ridgeway (allocation for 65) and Beckhampton Road (allocation for 85 homes) in Bestwood. This totals 600 new homes. This advice would help achieve a balanced and considered approach to the tenure splits on these sites, and how social housing can play a key role in delivering large scale developments.

- In what areas do you need support, and how can the grant provide added value?

NCC has a strong Regeneration team with experience of delivering Council Homes. However, we have a need for some strategic, analytical work, and an independent specialist would be an ideal way for NCC to take stock of achievements, but also ensure that future plans lead to wise investment by the HRA and futureproof the sustainability of Council stock.

The primary focus of the advice would be:

- A local housing need analysis, with an emphasis on affordable housing demand and need. The Strategic Housing Market Assessment, May 2007, updated 2009, is now out dated and a more granular and current analysis of trends and demand would be extremely beneficial in terms of where to target our HRA investment to maximise sustainable impact. We know that there is huge demand for Council homes, there are currently 7,000+ on the waiting list, however it would be useful to have an independent demand analysis at a neighbourhood level.
- An analysis of demand information and trend patterns, and recommendations for how to translate our local need analysis into a plan for type and size of Council housing on the site. For example, due to the self-financing settlement, NCC decommissioned many of our high-rise/single person accommodation. However, analysis on whether there needs to be some replacement, and recommendations on location would be useful.
- Providing recommendations on how HRA investment can sustainably contribute to wider aspirations for mixed tenure sites, whilst bearing commerciality in mind, to ensure that developments are meeting housing needs and positively changing demographics within neighbourhoods.
- NCC is keen to work in new and innovative ways. We would like advice on options for developing partnership models with private sector house builders such that they would be willing to take the risk on delivering the market sale element of a mixed tenure solution for

Chingford (and other sites such as Ridgeway). We would welcome examples of best practice and innovation from around the UK, and advice around structures of deals, procurement routes and opportunities for market engagement.

- Help to develop and refine our business case for Chingford, and potentially other sites. This would be in the form of independent advice around demand, future proofing housing stock, financial and commercial advice etc.
- **How will you contribute to the project to ensure that it is a success?**

There are some long standing and experienced officers in Regeneration, Housing Strategy and Nottingham City Homes. If we are successful in this bid, there will be key meetings held with officers at project inauguration, and throughout the project. It is anticipated that this would be an iterative process with a key officer from the Council appointed to lead the process and share information promptly.

- **What is the level of grant you are seeking?**

We are seeking £30,000 for this work.

- **What are the anticipated timescales for the project supported by the grant?**

It is anticipated that the consultant(s) could be appointed by March 2019, and the work would take a maximum of 4 months. The findings of the work will then immediately be used by Nottingham City Council to guide investment and assist in decision making for the HRA new build programme.

- **How could the delivery of successful outcomes be captured?**

The project will be deemed a success by:

- The production of a report containing all of the advice outlined above.
- **How will the learning from your approach be transferrable to other councils?**

NCC would seek to generate a transferable model for local authority led development of mixed tenure sites that could be widely shared. How to best address mixed tenure larger sites is an important issue for many Councils who want to step up their direct involvement in housing delivery by tackling large sites but without creating large, mono-tenure social housing estates. There is very strong evidence that that over-concentrations of poverty tend to magnify the effects of poverty, so a mixed tenure solution is extremely important for dealing with the development of larger sites.

To do this effectively, the Council will need to balance house type and need to local market demand, balance this against the type of affordable provision on the site and design the scheme in a manner where the presence of social housing integrates with the wider development whilst limiting its potential to depress values for the market homes. This balance requires specialist advice and the aim is to be a model exemplar by which other Councils can consider their own approaches. Similarly, NCC requires advice and support regarding whether to take direct risk on the market sale element or whether to partner with a private sector provider. If the former option is taken we will need support with a commercial business model however if the latter option is taken we will need support in choosing a partnership structure that levers in private sector expertise, whilst balanced with achieving the Councils wider aspirations for the site. Again, specialist and expert input is required for this and the result will provide a model for other authorities.

This bid has the support of the authority, via the Portfolio Holder for Planning, Housing and Heritage, and the Corporate Director of Development and Growth.

Total amount of funding for the Grant for: £30,000

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