



Department for Transport

fao James Ashton,
Transport Strategy Manager,
Nottingham City Council,
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13 March 2019

Dear Mr Ashton,

Opening Local Authority Transport Data Competition 2019 Grant Funding for the Nottingham Live Transport Data Project

The Secretary of State for Transport intends to offer Nottingham City Council a grant award on the terms of the enclosed funding agreement. The power under which grant is to be paid is Section 5 (1) of the Science and Technology Act 1965.

If you wish to accept this offer of a grant, please sign in the space provided below and return to me on or before 20 March 2019. Please also retain a copy for your records. Once signed, this letter will represent an agreement between the Department for Transport and Nottingham City Council.

Purpose of the grant

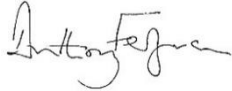
The grant, totalling £50,000.00 is to be paid to Nottingham City Council to develop a scheme to focus on the collection and dissemination of transport data in an integrated manner to provide benefit to commuters and visitors. The Council will use the funding to create an application and data hub aimed at sharing datasets including, traffic and congestion levels, parking data showing availability of spaces in key car parks in the city, road works permit data EV charging point availability and air quality from the existing monitoring network.

Any unused element of the grant must be returned to the Secretary of State immediately.

I would particularly like to draw your attention to paragraph 9 of the Funding Agreement appended to this letter. This states that where the amount of grant paid to the authority in the year is more than £50,000, the authority must prepare, as soon as possible after all grant has been paid, a statement of grant usage giving details of eligible payments and sources of funding for work carried out on the approved project or projects, in the year ended 31 March 2019. The statement must be signed by the Chief Financial Officer.

Yours sincerely

Anthony Ferguson

Mr Anthony Ferguson Head of Traffic and Technology Division 3/27 Great Minster House 33 Horseferry Road London SW1P 4DR		[Insert beneficiary's signatory details here]	
Signed	Date	Signed	Date
	13 March 2019		

Funding Agreement Submitted by Darren Capes

1. Definitions

In this funding agreement, except where the context otherwise requires:

"**DfT**" means the Department for Transport "**the bid**" means the bid for financial assistance in respect of Nottingham City Council.

"**the grant recipient**" means your authority or organisation, which, having accepted this offer of grant, is responsible for receiving, expending and accounting for the funds paid under it for the purposes of the Project and for ensuring compliance with all the terms and conditions of the grant

"**the Project**" means the Project, which is described broadly in the bid by reference to an outline of the objectives and activities.

2. Eligible expenditure

Eligible expenditure consists of payments by the grant recipient for the purposes set out above. Eligible expenditure does not include contributions in kind.

3. Grant offer

The Secretary of State offers to pay grant to the grant recipient as a contribution towards eligible expenditure.

4. Purpose of the grant

The purpose of the grant is to deliver the project as defined in the funding application form;

Nottingham City Council's Smart Cities Strategy has three main areas of focus: Health, Energy and Transport. The transport focus identifies the need for 'real time' data collection and dissemination. Availability of real time transport data will help to feed a higher level of intelligence of the traffic and public transport network operation to users.

To facilitate this the Council is commencing a trial of a real-time data collection and decision-making system, supplied by Vivacity Ltd and Ancoris. The system will be deployed over an area known as the Nottingham Enterprise Zone.

The purpose of this project is to collate both the new real-time data and the existing transport data to create a new application and transport data hub. The Data hub and application will share the combined data with the public through our existing website and with third party organisations. This data will also be used to enhance our own decision making when managing traffic through our UTC.

This project will not collect any personal data. Any third-party data is stored on secure servers. The Council is compliant with the Data Protection Act 2018 and the

General Data Protection Regulation. A dedicated Data Controller employed by the Council is in place.

The project shall be undertaken in accordance with a delivery programme, to be submitted to the DfT and agreed within 28 days of receipt of the grant.

The project delivery team shall be required to participate in a DfT-led focus group established for the recipients of this grant, and assist the DfT in connected activities, including the development of evaluation methodologies as required.

5. Amount of grant for 2018/19

The maximum amount of grant payable will be £50,000.00.

6. Grant must not be used for any of the following:

- (a) activities of a political or exclusively religious nature
- (b) works or activities that any person has a statutory duty to undertake
- (c) depreciation, amortisation or impairment of fixed assets
- (d) input VAT reclaimable by the grant recipient from H. M. Revenue & Customs
- (e) interest payments or service charge payments for finance leases
- (f) gifts
- (g) entertaining
- (h) payments by the grant recipient in advance of need
- (i) statutory fines, criminal fines or penalties.

7. Payment arrangements

The amount of grant payable is limited to the amount set out in paragraph 5. The grant will be issued in the year 2018/19.

8. Notification of changes to forecasts

If the grant recipient becomes aware that the actual cost of the Project is likely to differ from that forecast in the bid by more than 10%, the grant recipient must inform DfT as soon as possible and provide an explanation.

9. Statement of grant usage for Local Authorities

If the amount of grant paid to the authority in the year is more than £50,000, the authority must prepare, as soon as possible after all grant has been paid, a statement of grant usage giving details of eligible payments and sources of funding for work carried out on the approved Project or projects, in the year ended 31 March 2019. The statement must be signed by the Chief Financial Officer.

For grants of £100,000 and above, the authority must submit the statement of grant usage to its external auditor, together with a request that the external auditor should

certify whether the entries on the statement are fairly stated in accordance with the grant terms and conditions.

Once these statements of grant usage have been prepared by the authority, and certified as required by the Chief Financial Officer and the external auditor, they must be submitted to DfT as soon as possible.

10. Monitoring progress under the scheme

Progress reporting shall take the form of monthly, (or two-weekly if deemed necessary), progress calls or meetings, and updated projects at six monthly intervals during the main element of the project.

No later than 30 September 2020, the grant recipient must submit a final report to DfT summarising the work carried out, quantifying what they have achieved by reference to the objectives, activities, milestones and baselines set out in the bid and, where appropriate, showing the progress made to date on an exit strategy for the Project.

The grant recipient agrees to take part in any monitoring at 6 and 12 months after the grant is paid which will help DfT to assess the success of the overall grant scheme.

11. The grant recipient must:

- (a) agree in advance with DfT any significant changes to the Project or to any of the objectives, activities and milestones set out in the bid;
- (b) 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
- (c) keep a record of expenditure funded partly or wholly by grant and all income generated by the Project, and retains all accounting records relating to that expenditure and income for a period of at least six years after the end of grant funding. [Note: 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 grant recipient must make these available at any reasonable time for inspection by officials from DfT or their representatives or by the Comptroller and Auditor General or his representatives.

Value for money and procurement requirements

The grant recipient must secure the best value for money in all purchases of goods and services made for the purposes of the Project. The grant recipient must obtain quotes for the provision of all goods and services with a cost of £500 or more, and where the cost is £5,000 or more, it must, if practicable, obtain at least 3 written tenders. If the grant recipient follows a single tender procedure, for example, where the value of a contract is very low or where there is only one supplier capable of providing the goods or services concerned, it must keep a record of the reasons why that procedure was thought to be appropriate.

If applicable, the grant recipient must take all reasonable steps to comply with the requirements of the EC procurement directives in relation to the element of their expenditure that is grant-aided. In relation to the supply of goods and services, these requirements are implemented by the Public Supply Contracts Regulations 1995 (S.I.1995/201), the Public Services Contracts Regulations 1993 (S.I.1993/3228) and the Public Contracts Regulations 2006 (S.I. 2006/5) and are subject to thresholds specified by reference to the value of the transaction. Although the regulations apply primarily to public sector bodies, they may also apply to the procurement of goods and services by the private sector where more than 50 per cent of the consideration is contributed by a public sector body.

12. Income and other receipts

In determining the maximum amount of grant he is prepared to pay towards the Project, the Secretary of State has taken account of the estimates of income to be generated from the Project and contributions (or grants) towards the Project. If the Project generates any income, or there are any contributions in excess of these amounts, the grant recipient must notify DfT as soon as possible and state the amounts received or to be received.

DfT may allow the grant recipient to retain the amount notified, if it is satisfied that the grant recipient will use it for the purposes of the Project. Otherwise, the grant recipient must pay the amount notified (or such part of it as is necessary for the repayment of all grant received under the funding agreement) to the Secretary of State. If the entire grant is repaid under these circumstances, the funding agreement will be discharged upon repayment.

13. Fixed assets

The grant recipient must keep a register of fixed assets, including freehold (but not leasehold) land and buildings, acquired or improved, at a cost exceeding £5,000, wholly or partly using financial assistance provided under this funding agreement.

For each fixed asset in the register the following particulars must be shown where appropriate:

- date of acquisition or improvement;
- description of asset;
- cost, net of recoverable VAT;
- location of the asset;
- serial or identification numbers;
- location of the title deeds (where appropriate);
- date of any disposal;
- proceeds of any disposal net of VAT; and
- the identity of any person to whom the fixed asset has been transferred or sold.

If fixed assets are sold or their ownership transferred while they have any economic value, the grant recipient must notify DfT as soon as possible. DfT may require the grant recipient to repay the proceeds or an appropriate part of them, in which case the grant

recipient must repay the amount to DfT within 30 days of being asked to do so.

The grant recipient must not allow a third party to take a charge on any fixed asset funded wholly or partly by funds provided under this grant.

14. Conflicts of interest and financial or other irregularities

Officers, members and employees of the grant recipient must be careful to avoid conflicts of interest. The grant recipient must set up 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. If the grant recipient has any grounds for suspecting financial irregularity in the use of any grant paid under this funding agreement, they must notify DfT immediately, explain what steps are being taken to investigate the suspicion, and keep DfT 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.

The following costs are not Eligible Expenditure: Payments that support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

15. Other grant conditions

The grant recipient must:

- (a) ensure that they have all necessary permission and authority (whether required by legislation or otherwise) to undertake the works and activities necessary to carry out the Project; and
- (b) take all reasonable steps to ensure that they and anyone acting on their 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 grant recipient), the requirements of the Data Protection Act 2018 (and GDPR Regulations), the Health and Safety at Work Act 1974, the Data Protection Act 1998, the Human Rights Act 1998, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000 and the Disability Discrimination Act 1995 [Note: The Commission for Racial Equality and the Equal Opportunities Commission have issued Codes of Practice giving guidance on the law relating to equal opportunities and on good practices in employment].
- (c) The applicant acknowledges that the DfT is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and shall assist and co-operate with the DfT to enable the DfT to comply with these information disclosure requirements. Further information can be obtained from the Information Commissioner at www.ico.org.uk.

16. Breach of conditions and recovery of grant

If the grant recipient fails to comply with any of the conditions of grant set out in this funding agreement, DfT may require all or any part of the grant to be repaid. The grant recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment if:

- (a) the grant recipient owes any sum to DfT under an offer of grant for any other project or activities under any scheme or programme administered by DfT for regeneration or development;
- (b) the grant recipient purports to transfer or assign any rights, interests or obligations arising under this funding agreement without the agreement in advance of DfT;
- (c) there is a change in control or ownership of the grant recipient or of the Project, or the grant recipient ceases to operate or changes the nature of its operations to an extent which DfT considers to be significant or prejudicial to the satisfactory continuance of the Project;
- (d) the grant 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;
- (e) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be materially incorrect or incomplete to an extent which DfT considers to be material;
- (f) the grant recipient takes inadequate measures to investigate and resolve any reported irregularity;
- (g) it appears to DfT that the grant recipient no longer requires grant assistance in order to carry out the Project;
- (h) it appears to DfT that other circumstances have arisen or events have occurred which are likely significantly to affect the grant recipient's ability to complete or continue the Project in a satisfactory manner;
- (i) a report on a **statement of grant usage** is unsatisfactory because it contains an adverse opinion, a qualified opinion or a disclaimer of opinion;
- (j) a charge is secured against a fixed asset acquired or improved wholly or partly using financial assistance provided under this funding agreement.

Where DfT requires the grant recipient to repay any amount, DfT may recover that amount by withholding or deducting the amount from any sum due to the grant recipient from DfT under an offer of grant for any other projects or activities under any scheme or programme administered by DfT.

It is hoped that most difficulties encountered by the grant recipient can be overcome with the advice and support of DfT. In the event that it becomes necessary to take steps to enforce the terms and conditions of this funding agreement, DfT will write to the chief executive (or equivalent) of the grant recipient giving particulars of its concern about the Project or of any breach of a term or condition of the grant.

The grant recipient must act within 30 days (or earlier, depending on the severity of the problem) to address DfT's concerns or rectify the breach, and may consult DfT or agree with it an action plan for resolving the problem. If DfT is not satisfied with steps taken by the grant recipient to address its concerns or rectify the breach, it may take steps to withhold or suspend the further payment of grant, or to recover grant already paid.

17. Publicity, copyright and sharing good practice

The grant recipient must give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging the DfT's contribution, the grant recipient must comply with any guidance on publicity provided by DfT, and must, in particular, acknowledge that the Project has received grant from the DfT. All publicity material must include the logo of DfT.

The grant recipient grants a licence to the Secretary of State under section 91(3) of the Copyright Designs and Patent Act 1988 in relation to the future copyright in works funded in whole or in part by grant paid under this grant offer. This licence is non-exclusive and is granted without provision for the payment of royalties for the full period protected by copyright in the works in order to allow the Secretary of State to copy, issue or adapt any such works for his own purposes.

Any information, know-how, system or process learned from or created in operating the Project may be disseminated by DfT among all persons or bodies who have responsibility for similar projects. The grant recipient agrees that such persons may share and use freely all such information, know-how, system or process for their own purposes.

18. Reviewing the funding agreement

DfT may at any time, with the agreement of the grant recipient, revise, revoke or add to the terms and conditions of this funding agreement.

19. Termination of the funding agreement

DfT reserves the right to terminate this funding agreement by giving three month's written notice to the grant recipient.

20. Acceptance of grant offer

If the grant recipient wishes to accept this offer of funding, would you please sign the covering letter in the space provided and return a copy to DfT.

DfT to complete:

Signature:

A handwritten signature in black ink, appearing to read 'Anthony Ferguson', written in a cursive style.

Name: ANTHONY FERGUSON

Position: Deputy Director, Traffic & Technology

(Authorised to sign on behalf of the Secretary of State)

Date: 13/03/2019

Principal contact in DfT:

Name: DARREN CAPES

Position: ITS Policy Lead