

DATED

HIGH STREETS HERITAGE ACTION ZONES

AGREEMENT FOR
Stalybridge Town Centre

BETWEEN

THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND

AND

Tameside Metropolitan Borough Council

“Confidential Information” means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to the other Party (and/or that Party’s personnel) whether before or after the date of this Agreement, including but not limited to any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to the business, affairs or plans of the disclosing Party. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of clause 57 of this Agreement);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Conservation Area” means Stalybridge Town Centre;

“Crown Body” means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

“Data Protection Legislation” means unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”), the Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy, and all applicable laws and regulations relating to processing of personal data and privacy including where

applicable the guidance and codes of practice issued by the Information Commissioner, in each case, to the extent in force, and as such are updated, amended or replaced from time to time, including any successor legislation to the GDPR or the Data Protection Act 2018;

“Controller”, **“Processor”**, **“Data Subject”** and **“Personal Data”** take the meaning given in the Data Protection Legislation;

“EIR” means the Environmental Information Regulations 2004;

“FOIA” means the Freedom of Information Act 2000;

“Grant-Eligible Works” has the meaning given to it in clause 13;

“HE Grant” means the sum specified in Annex 2 (Spend Profile) that Historic England will pay to the Council in accordance with the terms of this Agreement;

“IP Rights” means copyright, rights related to or affording protection similar to copyright, rights in databases, patents, trade marks, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Joint Annual Allocation” means the annual monetary contribution of each Party as set out in the Programme Design for the delivery of the works and activities in the Programme Design;

“Key Post(s)” has the meaning given to it in clause 38;

“Match-funding” means the total funding to be provided by the Match-funders as further described in the Programme Design;

“Offer Letter” means the letter issued by Historic England to the Council formally notifying the Council of the award to the HE Grant;

“Programme Delivery Guidance” means the guidance document titled “High Streets Heritage Action Zones Programme: Programme Delivery Guidance” issued and updated by Historic England from time to time;

“Programme Design” has the definition given to it in clause 4;

“Programme of Work” means the schedule or timetable set out in the Programme Design for delivery of the works and activities;

“Quarter” means a period of three calendar months with the first Quarter beginning on 1 April 2020;

“Recipient” means a third party that receives grant funding from the Council under the High Streets HAZ programme and shall include the Council where the Council uses all or part of the HE Grant in relation to its own property;

“Shared Personal Data” means the Personal Data the Parties agree to share under this Agreement;

“Spend Profile” has the definition given to it in clause 5;

“State Aid Law” means the law embodied in Article 107 - 109 of the Treaty for the Functioning of the European Union or any domestic law which replaces such laws following the UK’s exit from the European Union; and

“Supplement to the Delivery Guidance” means the supplementary guidance to the Programme Delivery Guidance issued and updated by Historic England from time to time; and

“Term” has the definition given to it in clause 8.

2 In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;

- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - (d) a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly; and
 - (g) the headings in this Agreement are for ease of reference only and will not affect the interpretation or construction of this Agreement.
- 3 Where there is any conflict between the documents that make up this Agreement the conflict shall be resolved in accordance with the following order of precedence:
- (a) these terms and conditions;
 - (b) Annex 1 – Programme Design;
 - (c) Annex 2 – Spend Profile; and
 - (d) the Offer Letter.

ALLOCATION OF FUNDS

- 4 Historic England and the Council agree, pursuant to sections 77 and 79 of the 1990 Act, to make funds available for grant-aiding works of repair and agreed activities within the Conservation Area, in accordance with the programme and

strategy of works and submitted to Historic England by the Council (“**Programme Design**”) attached at Annex 1, which may be amended by the written agreement of the Parties in accordance with this Agreement.

- 5 The Council shall provide to Historic England a profile of the projected spend for the Term (the “**Spend Profile**”) which shall be reviewed on an annual basis as part of the annual reviews submitted by the Council pursuant to clause 36. The Council is obliged to remain within the Spend Profile set out in Annex 2 unless a variation is agreed in writing with Historic England in advance. This includes the Council obtaining prior written approval from Historic England to transfer any annual underspend to the next financial year.
- 6 Without prejudice to the Parties other rights and remedies, the HE Grant and the Joint Annual Allocation may be varied only by written agreement between the parties to this Agreement.
- 7 The Council shall provide the Historic England project manager with evidence of the Council’s Match-funding by 30 April 2020. Minutes from a Cabinet meeting in which the Match-funding was agreed will be sufficient evidence for the purposes of this Clause 7.
- 8 For the avoidance of doubt, the Agreement will commence on the date of this Agreement and end on 31 March 2024 (the “**Term**”). Subject to the terms of this Agreement, the Council may make offers of grant during the Term in accordance with Programme Design and Spend Profile. All expenditure to be reimbursed by the HE Grant must have been incurred before the end of the Term, unless otherwise agreed by Historic England.

THE PROGRAMME DESIGN

Programme of Work

- 9 The Programme Design shall operate in accordance with its approved Programme of Work. Only properties identified in the list and map contained in the Programme Design will be eligible for the HE Grant. The Council must seek

Historic England's prior written approval for revisions to the Programme Design, except where changes to the proposed works set out in the Programme Design are below a threshold of £50,000. Historic England reserves that right to attach any conditions it deems appropriate to any approval it provides pursuant to this clause 9.

Publicity

10 The Council agrees to:

- (a) publicise the Programme Design throughout the Term, and inform owners of eligible properties of the availability of grant funding and the relevant criteria and grant conditions; and
- (b) acknowledge the provision of Historic England funding in accordance with the Historic England document 'Acknowledging Your Grant And Communicating Your Project' or any other guidance as may be provided from time to time by Historic England or in such other manner as the Parties to this Agreement may, from time to time, agree.

11 Historic England may make public the purpose and amount of funding provided in whatever way it shall think fit. This may include the Recipient being requested to display a sign acknowledging the Programme Design's funding partners at the project site while the works are in progress.

12 Intellectual property rights:

- (a) The Council warrants that it has the necessary permission for either Party to use the photos, transparencies and images and other data the Council provides, and it hereby grants Historic England a perpetual non-exclusive royalty free licence to use any IP Rights in such data prepared or developed pursuant to this Agreement. Historic England confirms that it will not use any IP Rights in such data for commercial gain.

- (b) The Council confirms that the data does not contain any Confidential Information.
- (c) All IP Rights in all data prepared or supplied by Historic England to the Council, the Council's adviser or contractors, shall remain the property of Historic England, and Historic England hereby grants a personal, non-transferable licence to the Council to use the same for the protection, preservation or conservation of the Conservation Area or to meet its obligations under this Agreement only.

Eligibility/Standard of Works

- 13 Works that may be accepted as eligible for grant ("**Grant-Eligible Works**") are as described in Section 4 and Appendix 1 of the Programme Delivery Guidance ("Work that can and cannot be funded"). All Grant-Eligible Works must be carried out in accordance with the standards required by Historic England as described in Sections 3.3 and 3.8 of the Programme Delivery Guidance. If, in the opinion of the Council, any unusual methods of repair are proposed, or there are structural issues that require specialist advice, the relevant application can be referred to the regional Historic England officers specified in Clause 41 of this Agreement for advice before a grant is offered, using the form Annexe 1 of the Supplement to the Delivery Guidance.

ADMINISTRATION OF THE PROGRAMME DESIGN

- 14 The Council shall be responsible for the administration and management of the Programme Design and, in particular, shall target funds in accordance with the works and activities set out in the Programme Design, assess and determine applications for grant, make offers of grant, inspect works and activities in progress and on completion, and make payments of grant. These responsibilities shall be discharged in accordance with the conditions of this Agreement and such other rules and criteria as may from time to time be agreed by Historic England and the Council.

- 15 Offers of grant may be made to cover the proportion of the cost of Grant-Eligible Works as specified in the Programme Design, or as amended by written agreement between the parties to this Agreement. The contributions from Historic England and from the Council (and from other sources) shall be in the proportion specified in the Programme Design or at any other such standard rate as may be agreed in writing by the Parties.
- 16 The Council must obtain Historic England's written approval before making offers of grant for projects that involve any of the following:
- (a) a property owned by: (i) an elected member of the Council; (ii) an employee of the Council; (iii) a family member, co-habitee or business partner of an elected member or employee of the Council; or (iv) body corporate with which the elected member or employee of the Council has a financial or personal interest in, of which the Council is aware;
 - (b) a contribution from Historic England that would be more than £50,000;
 - (c) a percentage rate of grant that is not in accordance with the agreed Programme Design;
 - (d) funding stand-alone reinstatement of architectural features;
 - (e) temporary building works costing over £5,000;
 - (f) any unforeseen, novel or contentious issues;
 - (g) funding public realm works;
 - (h) using High Street HAZ funds to pay for management costs;
 - (i) properties owned by the Council.
- Subject to clause 17, written approval may be granted in advance through the agreed Programme Design or on a case-by-case basis.
- 17 Referral of any cases to Historic England for approval must be accompanied by

the supporting documentation necessary for Historic England to reach a decision (for example the detailed application, costings, specification, photographs, financial appraisals) and accompanied by a referral form as set out in Annexe 1 of the Supplement to the Delivery Guidance. A copy of the standard grant application form is attached at Annexe 2 of the Supplement to the Delivery Guidance.

- 18 Offers of grant made under this Agreement shall not exceed in total the agreed Joint Annual Allocation in any financial year of the Programme Design and Historic England shall not be liable to make any payments to the Council in excess of its agreed annual allocation.
- 19 Unless otherwise agreed with Historic England in writing in advance, a grant must not be offered if the work for which it is sought has commenced prior to submission of the application, or if such work commences thereafter and has not specifically been agreed to by both Parties as part of the approved Programme Design.
- 20 The Council's Leader, CEO and Executive Director of Growth shall meet with Historic England's Regional Director quarterly to review the progress of the Programme Design. Operational teams from Historic England and the Council will also meet quarterly to discuss progress against the Programme Design and other matters related to this Agreement.
- 21 The Council shall maintain a Risks, Assumptions, Issues and Dependencies (RAID) log which shall be updated quarterly with the Historic England project manager.

Conditions of Grant for the Programme Design

- 22 All grant offers shall be made in the form of the standard offer of grant using Annexe 3 of the Supplement to the Delivery Guidance as a template, unless

otherwise agreed in writing by Historic England and shall be made subject to any other terms or conditions which Historic England may from time to time require. Where the repair works cost £20,000 or more in total, the Council will either require the Recipient to employ an appropriately qualified conservation-accredited professional adviser or a professional adviser with demonstrable and appropriate experience of working in the historic environment or directly provide the services of such an adviser to the Recipient. Recipients can still be required to seek professional advice, either directly or via the Council's professional adviser, below this threshold where the Council considers it appropriate.

- 23 The Council may not materially vary the standard conditions contained in the grant offer without the prior written approval of Historic England.

Procurement

- 24 The Council must ensure that it complies with the Public Contract Regulations 2015 and any applicable internal procurement rules, regulations and procedures when awarding contracts. In addition, the Council is responsible for ensuring Recipients comply with the Public Contract Regulations 2015 where applicable.

Grant Offers

- 25 The Council shall, within one calendar month of the end of each Quarter, submit to Historic England a return of grants offered in the form set out at Annexe 6 of the Supplement to the Delivery Guidance. If no offers have been made, a Nil return must be submitted.

Grant Payments

- 26 The Council will only release payment to the Recipient in accordance with the percentage specified in the Programme Design, or at any other rate as may be agreed in writing with Historic England.
- 27 The Council will not release a payment of grant to the Recipient except in

arrears, in response to an application by the Recipient for reimbursement for goods or services received and upon their production to the Council of either invoices for such goods or services (certified as appropriate by a suitably qualified person) or a professional supervisor's certificate indicating the cost of the goods or services received. Furthermore, the Council will only release such a payment if:

- (i) the invoices or certificate are for Grant-Eligible Works;
- (ii) such works have been carried out in full and to the required standard pursuant to clause 13; and
- (iii) subject to clause 28, the aggregate amount paid to the Recipient is less than 90% of the grant offered.

- 28 The Council shall withhold at least 10% of the grant offered until all the Grant-Eligible Works to the property have been completed, a copy of the final account from the Recipient's contractor has been received by the Council and the Recipient has provided the regeneration outputs information specified in the grant offer letter.
- 29 The Council shall, within one calendar month of the end of each Quarter, submit to Historic England returns of grants paid to Recipients and sums expended by the Council upon the Council's own property, using the form at Annexe 7 of the Supplement to the Delivery Guidance, endorsed by an authorised signatory of the Council. The Council must include with the return copy, copies of invoices for goods or services supplied to the Council (certified as appropriate by a suitably qualified person) in relation to works to the Council's property, or a professional supervisor's certificate indicating the cost of such goods or services required. If no payments have been made, a Nil return should be submitted.
- 30 The Council shall comply with the monitoring and evaluation requirements as described in Section 7 of the Programme Delivery Guidance ("Monitoring and evaluation of the High Streets Heritage Action Zones Programme") and as agreed in the Programme Design.

- 31 Provided the returns set out in Clause 29 are completed, and in accordance with the terms of this Agreement, Historic England shall pay to the Council by BACS:
- (i) Historic England's proportion of the grant paid by the Council to the Recipient or as otherwise agreed pursuant to Clause 26; and
 - (ii) the appropriate proportion indicated in the Programme Design of the cost of the part of the works to the Council's property,
- within 30 days of receipt of a valid claim.
- 32 The Council shall keep and make available to Historic England upon reasonable request any correspondence, specifications, plans, drawings, invoices, bills of quantities and schedule of rates or such other information as Historic England may reasonably require relating to any grant offered under this Programme Design for a period of ten years after the end of the Term.

Value Added Tax

- 33 All payments of the HE Grant in accordance with this Agreement are believed to be outside the scope of VAT, but if VAT is chargeable, all payments of the HE Grant will be deemed to be inclusive of all VAT and Historic England shall not be obliged to pay any amount over and above the amount of the HE Grant.

ENFORCEMENT

- 34 The Council must take all reasonable steps to enforce the conditions subject to which grant is paid. This includes seeking repayment of the grant if the Recipient disposes of the grant-aided property by way of sale, exchange or lease or any other form of disposal while the grant conditions are still in force, unless it is a permitted disposal as set out in the clause below. The period for which this disposal restriction shall be in force starts from the date of the grant offer and ends three years following the payment of the final instalment of the grant. The Council shall

notify Historic England, without undue delay, if it becomes aware of any non-permitted disposal of grant-aided property.

- 35 For the purposes of the clause above a lease would be considered as a disposal if it is a full-repairing lease and the owner is transferring all of the liability and responsibility for the property in question over to the new tenant. As such if the owner retains liability and responsibility for the property and the lease or licence is for three years or less then the clause above does not apply.

REVIEW PROCESS

- 36 The Council shall undertake an annual review of the Programme Design in accordance with section 3.17 of the Programme Delivery Guidance and in liaison with Historic England, to monitor progress and consider revisions as necessary. A final, more detailed review, as described in section 3.18 of the Programme Delivery Guidance, must be submitted to Historic England before the Agreement is due to expire to determine whether the objectives of the Programme Design have been achieved.
- 37 If, in the Council's or Historic England's reasonable opinion either or both Parties believe that the Council will not, in aggregate, have offered the total of the agreed Joint Annual Allocation by the end of a year of the Programme Design, then Historic England reserves the right to withdraw the uncommitted balance of its allocation before the end of that year.

STAFFING

The Council

- 38 In accordance with the Programme Design, the Council shall make available, and continue to make available, adequate and appropriate staff resources for the on-going promotion, management and administration of the Programme Design. It is a term of this Agreement that the staff posts named below ("**Key Post(s)**") will be

responsible for managing the Programme Design, particularly for the monitoring and approval of grant-aided work.

Key Post 1:

Julie Burke
Julie.Burke@tameside.gov.uk
0161 342 5321

- 39 Once individuals have been appointed to the Key Posts, should there be any change in the Key Post(s) or should they cease for any reason to discharge the functions they currently fulfil in respect of the Programme Design for a period of longer than one month, the Council shall notify Historic England within 14 days of the fact, and of what measures are to be taken to fill the Key Post(s). Any change to Key Post(s) must be approved in advance in writing by Historic England, such approval not to be unreasonably withheld or delayed.
- 40 Where Council management costs have been included within the Programme Design for funding, such costs will only be eligible for Historic England funding if the post(s) relate solely to the Programme Design and are wholly additional to the usual work of the Council (that is to say, a new post or part of a post has been created, or additional staff have been employed to cover the time spent by existing staff in managing the Programme Design).

Historic England

- 41 The focal point at the local Historic England office, to whom all correspondence and requests for advice should be sent, shall be:

For technical matters:

Val Smith

HSHAZ Lead

For administrative matters:

Madeleine Martin

HSHAZ Project Officer

Historic England

Historic England

North West office

North West office

3rd Floor Canada House, 3 Chepstow Street, Manchester M1 5FW
3rd Floor Canada House, 3 Chepstow Street, Manchester M1 5FW

Tel:

Tel:

E-Mail:

val.smith@historicengland.org.uk

E-Mail:

madeleine.martin@historicengland.org.uk

TERMINATION

42 Any Party to this Agreement may terminate it at any time by giving not less than 3 months' notice in writing. Unless otherwise agreed with Historic England, the Council must not make any offers of grant after a notice under this clause 42 has been given.

43 Historic England may without prejudice to any other right terminate this Agreement in writing with immediate effect if:

- (a) the Council commits a material breach of any of its obligations under this Agreement and (where capable of remedy) fails to take all reasonable steps to remedy such default within such reasonable time as may be specified by Historic England;
- (b) Historic England considers, acting reasonably, that the Council is no longer able to deliver the Programme Design effectively in accordance with the provision of this Agreement.

44 Termination shall neither affect the validity of grants properly offered or paid in

accordance with the terms of this Agreement before the date of notice of termination, nor the Council's right to be reimbursed by Historic England in respect of such grants under the provisions of this Agreement.

- 45 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement including clauses 1-3, 10(b), 11, 12, 26-35, 44-63 and 66-71 shall remain in full force and effect.
- 46 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry.

GRANT REPAYMENT

- 47 The whole or any part of the HE Grant (in so far as it shall have been paid) shall become repayable by the Council to Historic England (and Historic England reserve the right to withdraw any future payments of the HE Grant) if in Historic England's reasonable opinion:
- (a) the Council's application for funding or other material subsequently submitted to Historic England is shown to have been completed fraudulently or materially misleading or inaccurate information has been provided to Historic England;
 - (b) the Council has acted negligently or fraudulently in connection with this Agreement;
 - (c) the HE Grant has been used for ineligible costs;
 - (d) there is a breach of any of the following clauses: 16(a), 19, 30, 34, 36 and 51;
 - (e) payments of the HE Grant to the Council or grants paid to Recipients by the Council breach State Aid Law; or

(f) the Council ceases to exist or is declared a bankrupt or is placed into receivership or liquidation or is the subject of an administration order.

48 The Council agrees that upon receipt of notice requiring repayment the Council shall repay the sums required within 20 days of receipt of such notice, unless otherwise agreed with Historic England in writing.

49 Where the Council recovers any grant monies from a Recipient due to a breach by the Recipient of its obligations under a grant agreement or otherwise, it shall return to Historic England the part of the recovered monies that is proportionate to the funding Historic England provided to the Recipient, unless otherwise agreed with Historic England in writing. The Council shall repay the sum to Historic England within a period of 20 days after it has received the monies from the Recipient, unless otherwise agreed with Historic England in writing.

WAIVER

50 A failure or delay in exercising any right or remedy provided under this Agreement or by law shall not be construed as a waiver of that or any other right or remedy.

ASSIGNMENT/SUBCONTRACTING

51 The Council shall not assign, sub-contract or transfer this Agreement or any part thereof without the prior consent in writing of Historic England.

SEVERANCE

52 If any provision of this Agreement is held by any competent authority to be invalid, unlawful or unenforceable in whole or in part, the validity, lawfulness and enforceability of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

DATA PROTECTION

53 This clause 53 sets out the framework for the sharing of Personal Data between the Parties where they are acting as Controllers in respect of the Shared Personal Data in connection with this Agreement (for the avoidance of doubt, the sharing of Personal Data between the Parties shall be limited to the personal data of the individuals occupying the Key Posts from time to time) :

- (a) Each Party acknowledges that a party (the “**Data Discloser**”) will regularly disclose for the purposes of this Agreement to another party or other parties (the “**Data Recipient(s)**”) Shared Personal Data collected by the Data Discloser;
- (b) The Parties shall comply with all the obligations imposed on a Controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one Party shall, if not remedied within 30 days of that breach, give grounds to the other Party to terminate this Agreement with immediate effect;
- (c) Each Party acknowledges that the Data Recipient(s) was not involved in the collection of Shared Personal Data initially collected by the Data Discloser and provided to the Data Recipient(s). The Data Discloser shall ensure that it collects and processes such Shared Personal Data in accordance with the Data Protection Legislation;
- (d) Each Party shall ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Data Recipient(s) for the purposes of this Agreement;
- (e) The Data Recipient(s) shall process the Shared Personal Data only for the purposes of this Agreement;
- (f) Each Party shall be separately responsible for compliance with its obligations under the Data Protection Legislation, in its capacity as Controller of the Shared Personal Data processed for the purposes of this Agreement, in respect of:

- (i) the security of the Shared Personal Data when under its control;
- (ii) any transfers of the Shared Personal Data outside the EEA for which that Party is responsible; and
- (iii) any requests received from individuals in respect of their rights under the Data Protection Legislation exercised in respect of the Shared Personal Data in that Party's possession and/or control.

54 Each Party shall provide to the other such reasonable co-operation and assistance as may be necessary in relation to the Shared Personal Data including in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities.

55 Each Party shall (and shall procure that any of its staff involved in connection with the Programme Design shall) comply with any notification requirements under the Data Protection Legislation.

56 Historic England's full privacy and cookies policy can be viewed at <https://historicengland.org.uk/terms/privacy-cookies/>

CONFIDENTIALITY

57 Except to the extent set out in clause 58 or where disclosure is expressly permitted, each Party shall treat Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party.

58 Neither Party shall be prevented from disclosing any Confidential Information obtained from the other Party:

- (a) for the purpose of the examination and certification of: (i) its own accounts; or (ii) pursuant to section 6(1) of the National Audit Act 1983, the economy,

efficiency and effectiveness with which the Party has used its resources;
or

- (b) to any government department, provided that in disclosing information the Party only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
- (c) where disclosure is required by law, including under the FOIA or EIR.

INFORMATION ACTS

59 Both Parties acknowledge that the other party is subject to the requirements of the FOIA and the EIR. Either Party may be obliged to release documents if the Party receives a FOIA or EIR request.

60 In respect of any FOIA or EIR request, the recipient of the request (“**Request Recipient**”) shall be responsible for determining whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of FOIA or EIR or is to be disclosed in response to a request for information.

61 The Request Recipient undertakes to notify the other Party promptly (taking into account the timescales for responding to same) on receipt of any FOIA or EIR request relating to the other Party (or the HAZ programme where the Request Recipient is the Council) and to allow the other Party to make representations prior to substantively responding to any such request (taking into account the timescale for responding to FOIA and EIR requests) as to the confidential nature of any information requested or any other grounds on which the information should be withheld under the FOIA or EIR (or both).

STATE AID

62 The Council hereby confirms that it shall undertake an assessment and obtain legal advice where necessary to ensure that the provision of the HE Grant awarded under this Agreement and provision of grants awarded to the Recipients comply with all applicable State Aid Law. The Council shall provide Historic England upon request with details of any exemption (General Block Exemption Regulation (GBER) or other) or other justifications that it is intended shall be relied upon with respect to the Programme Design.

63 The Council acknowledges that Historic England may require all or part of any grant to be repaid if any information given or representation made in respect of the State Aid Law information provided is found to be materially incorrect. The Council agrees that upon receipt of notice requiring repayment the Council shall repay the sums required within 20 days of receipt of such notice, unless otherwise agreed with Historic England in writing. The liability to meet such a demand shall be enforceable as a contractual debt. Historic England may require the Council to pay interest on any amount repayable in accordance with the rates published in the Official Journal of the European Union.

64 Historic England reserves the right to vary the State Aid Law requirements within this clause in line with changes to relevant European and/or UK legislation from time to time.

COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

65 In performing its obligations under the Agreement, the Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

DISPUTE RESOLUTION

66 In the event of any complaint or dispute (which does not relate to Historic

England's right to withhold funds or terminate) arising between the Parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the High Streets HAZ Programme Manager or any other individual nominated by Historic England from time to time.

- 67 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the High Streets HAZ Programme Manager or other nominated individual, as the case may be, either Party may refer the matter to the Regional Director of Historic England and the Chief Executive of the Council with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by Historic England and the Council.
- 68 In the absence of agreement, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

LIMITATION OF LIABILITY

- 69 Historic England accepts no liability for any consequences, whether direct or indirect, that may come about from the Council running the Programme Design, the use of the grant or from withdrawal of the grant. The Council shall indemnify and hold harmless Historic England, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Council in relation to the Programme Design, the non-fulfilment of obligations of the Council under this Agreement or its obligations to third parties.
- 70 Historic England's liability under this Agreement is strictly limited to the payment of the grant only.

NOTICES

71 In the case of any notice:

- (a) served on the Council by Historic England under this Agreement, such notice shall be marked for the attention of Borough Solicitor and shall be sent by (fully paid) first class or recorded delivery to Tameside One, Market Place, Ashton under Lyne, OL6 6BH;
- (b) served on Historic England under this Agreement, such notice shall be marked for the attention of the General Counsel and Corporate Secretary and shall be sent by (fully paid) first class or recorded delivery to Historic England, 4th Floor, Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA.

LAW

72 This Agreement shall be subject to and interpreted according to the laws of England and Wales and shall be subject to the jurisdiction of the English Courts.

COUNTERPARTS

73 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts shall together constitute the one agreement. Delivery by electronic means is specifically permitted under this Agreement, be it by pdf, attachment to an email or by the delivery of an accessible web link to an executed counterpart.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND** acting by
The General Counsel and Corporate Secretary:

In the presence of:

Witness signature:

Witness name and address:

EXECUTED as a **Deed**
(but not delivered until the date
of this Deed)
by affixing the seal of the
Tameside Metropolitan Borough Council
In the presence of:-

Authorised Signatory

ANNEX 1 – PROGRAMME DESIGN

The Programme Design is the document detailing the programme of works and activities submitted by the Council to Historic England on 06.02.2020.

ANNEX 2 – SPEND PROFILE

	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Total
HE funding	£170,000	£924,578	£150,000	£30,422	£1,275,000
Match Funding	£170,000	£924,578	£150,000	£30,422	£1,275,000