

Agenda Item No. 6(a)

DERBYSHIRE COUNTY COUNCIL

CABINET

22 February 2018

Report of the Strategic Director – Economy, Transport and Environment

**VITAL VALLEY (HERITAGE LOTTERY FUND GREAT PLACE SCHEME)
(STRATEGIC LEADERSHIP, CULTURE AND TOURISM)**

(1) **Purpose of Report** To seek Cabinet approval to transfer funding through grants to the value of £346,210 from the accepted Heritage Lottery Fund (HLF) grant of £1,285,800 for the 'Vital Valley' Great Place Scheme:

- £45,000 to Marketing Peak District and Derbyshire (MPDD) for Audience Research;
- £121,010 to Derby Museums Trust (DMT) for the Mobile Museum of Making;
- £180,200 to MPDD for Putting the Valley on the Map marketing campaign.

(2) **Information and Analysis** Derbyshire County Council (DCC), on behalf of the Derwent Valley Mills World Heritage Site (DVMWHS) Partnership, accepted a grant offer from the HLF for a Great Place Scheme in the DVMWHS.

MPDD and DMT were identified in the HLF bid as the lead delivery partners for three projects:

- A4 - Audience Research
- B4 - Mobile Museum of Making
- C4 - Putting the Valley on the Map

The HLF approved these activities in the grant offer. MPDD and DMT are members of the DVMWHS Partnership and the Vital Valley Partnership agreement. These Partners have also secured other external match funding for these projects.

Due to DCC's financial regulations regarding procurement, it is difficult to appoint the identified partners in the approved HLF grant scheme directly. To this end, this report seeks to award grants to the identified partners so that they can deliver their HLF approved activities. DCC has entered into the

HLF's Standard Terms of Grant. A Partnership Agreement, which reflects the terms of the HLF grant, will be signed for the scheme by all partners (Appendix 2). DCC will enter into Grant Agreements with MPDD and DMT for the grants in this report. A Grant Agreement is in preparation to reflect the terms of the HLF Grant and the Partnership Agreement.

(3) **Financial Considerations** DCC accepted the HLF grant offer of £1,285,800 on 9 June 2017. On 13 September 2016, the Cabinet Member for Highways, Transport and Infrastructure approved the use of up to a maximum of £150,000 of the DVMWHS Partnership's reserve, as match funding towards the scheme. The grant funding is available until 31 December 2020.

Grants from the Vital Valley Scheme to external parties will be paid in arrears following receipt of payments from the HLF and against clearly defined delivery targets subject to them entering into a grant agreement with us that mirrors our grant agreement with HLF.

(4) **Legal Considerations** The Council is permitted to make such payments under the "General Power of Competence" set out in the Localism Act 2011. A grant agreement shall be used to set out the terms and conditions for which the grant is made. The recipient of the grant is not contractually obliged to deliver the services, although the Council would seek to claw back the grant in appropriate circumstances were there to be significant non-performance of any grant conditions.

(5) **Social Value Considerations** Vital Valley supports the corporate purpose, vision and values of Derbyshire County Council as laid out in the Council Plan Update 2016-17 and those of the DVMWHS as laid out in its Management Plan 2014-2019. The expected outcomes as set out above.

Other Considerations

In preparing this report the relevance of the following factors has been considered: prevention of crime and disorder, equality and diversity, human resources, environmental, health, property and transport considerations.

(6) **Key Decision** No.

(7) **Call-In** Is it required that call-in be waived in respect of the decisions proposed in the report? No.

(8) **Background Papers** Held on file within the Economy, Transport and Environment Department. Officer contact details – Rebekah Howey, extension 39778.

(9) **OFFICER'S RECOMMENDATIONS** That Cabinet authorises grants of:

- £45,000 to Marketing Peak District and Derbyshire (MPDD) for Audience Research subject to a grant agreement being signed that satisfies and mirrors Derbyshire County Council's grant agreement with the Heritage Lottery Fund;
- £121,010 to Derby Museums Trust (DMT) for the Mobile Museum of Making subject to a grant agreement being signed that satisfies and mirrors Derbyshire County Council's grant agreement with the Heritage Lottery Fund; and
- £180,200 to MPDD for Putting the Valley on the Map marketing campaign subject to a grant agreement being signed that satisfies and mirrors Derbyshire County Council's grant agreement with the Heritage Lottery Fund;

from the accepted Heritage Lottery Fund grant of £1,285,800 for the 'Vital Valley' Great Place Scheme.

Mike Ashworth
Strategic Director – Economy, Transport and Environment

Appendix 1: Vital Valley Projects for Disbursement

	Heritage Lottery Fund Aim	Project Title	Delivery Partner	Project Description
A4	Talking to people	Audience Research	Vital Valley officers with Marketing Peak District and Derbyshire	<p>The Derwent Valley Mills World Heritage Site (DVMWHS) and its attractions have never had sufficient funding to conduct quality market research over a prolonged period. Such work is essential as a baseline for</p> <ul style="list-style-type: none"> • Identifying existing audiences • Identifying new target audiences • Shaping product development • Shaping policy development • Shaping future activities and programmes <p>This project will commission audience research over a three year period into visitors and non-visitors to the DVMWHS. This will provide up-to-date data and identify audience profiles and the potential for new audience development and future marketing activity.</p>
B4	Exploring new ideas	Derby Silk Mill Mobile Museum of Making (MMoM)	Derby Museums	<p>The principles of Derby Silk Mill – Museum of Making underpin this project – inspired by the makers of the past, made by the makers of today, empowering the makers of the future. This project will retrofit and bring back into working order a heritage bus, currently part of Derby Museums' collection, as a mobile making workshop and museum. The MMoM will include both traditional and modern making equipment including 3D printers, laser cutters, IT, workbench and tools. A Museum Curator, Workshop Activity Facilitator and Volunteer Maker will deliver an outreach programme from the MMoM that will engage people with the ongoing story of</p>

	Heritage Lottery Fund Aim	Project Title	Delivery Partner	Project Description
				making in the Derwent Valley. The MMoM will travel throughout the city and County, two days each week, starting in 2017 and running until 2020, reaching areas of social and geographical disadvantage, taking objects and making activities out into communities enabling sharing, learning and engagement. The project will encourage people to share their own stories of making to create an on-going narrative that will be captured as part of the development of Derby Silk Mill – Museum of Making.
C4	Creating tools to realise step change	Putting the Valley on the Map	Vital Valley officers and Marketing Peak District and Derbyshire	<p>This project will develop and run targeted campaigns to market segments identified through existing data held by partners and from the Audience Research Project. The DVMWHS has previously been unable to conduct detailed research and then act upon it. It commissioned a Tourism and Marketing Strategy (November 2011). The document contained a range of recommendations based around three clusters of attractions at Cromford, Belper and Derby. In addition, there were numerous cross cutting themes within the three key ones of Industrial, Natural and Cultural Heritage.</p> <p>The campaigns will target both international and UK markets through visiting friends and families, as well as targeted promotions.</p>

DATED

2018

Partnership Agreement

Relating to Vital Valley - the Derwent Valley Mills World Heritage Site Great Place Partnership.

This agreement is made the day of between

DERBYSHIRE COUNTY COUNCIL of County Hall, Matlock, Derbyshire, DE4 3AZ

and

	Organisation	
1.	Amber Valley Borough Council	Town Hall, Ripley, Derbyshire, DE5 3BT
2.	Arts Derbyshire	Alfreton Library, Severn Square, Alfreton, Derbyshire, DE55 7BQ
3.	The Arkwright Society	Cromford Mill, Mill Lane, Cromford, Derbyshire, DE4 3RQ
4.	Darley Abbey Mills	Darley Abbey Mills, Darley Abbey, Derby, DE22 1DZ
5.	Derby City Council	The Council House, Corporation Street, Derby, DE1 2FS
6.	Derbyshire Dales District Council	Town Hall, Matlock, Derbyshire, DE4 3NN
7.	Derby Museums Trust	Museum & Art Gallery, The Strand, Derby, DE1 1BS
8.	Marketing Peak District and Derbyshire	Commerce Way, Millennium Way, Dunston Road, Chesterfield, S41 8ND
9.	John Smedley Ltd	Lea Mills, Lea Bridge, Matlock, Derbyshire, DE4 5AG
10.	University of Derby	Humanities, University of Derby, Kedleston Road, Derby, DE22 1GB
11.	University of Nottingham	University of Nottingham, University Park, Nottingham, NG7 2RD

All of the above together constitute the Vital Valley – Derwent Valley Mills World Heritage Site Great Place Partnership and are hereafter referred to individually as a “Party” and collectively as “the Parties”.

BACKGROUND

0.1 The Scheme is a Great Place Scheme funded by the Heritage Lottery Fund and Arts Council England and supported by Historic England. The Accountable Body of the Scheme is Derbyshire County Council which has entered into the Grant Agreement pursuant to which funding has been provided by the Heritage Lottery Fund. This Agreement formalises the working and funding arrangements for delivery of the Scheme.

0.2 The Scheme Board will scrutinise the Scheme and make recommendations regarding its delivery to the Accountable Body and the Delivery Agents.

0.3 The Accountable Body is to receive funding for the Scheme from the Heritage Lottery Fund. The Accountable Body will co-ordinate the Scheme and individual Parties shall be responsible for delivering their respective parts of the Scheme.

0.4 The vision for the Scheme is

By 2020 arts, culture and heritage will be central in shaping the social capital and economic future of the Derwent Valley Mills World Heritage Site (the “DVMWHS”) and will inspire and enable people to have a sense of pride in and belonging to it.

0.5 The Parties acknowledge that, in delivering the Projects, they will comply with the rules and regulations relating to their own organisations.

IT IS HEREBY AGREED:

1.0 Definitions

1.1 In this Agreement (which expression shall be deemed to include any schedules and appendices) unless there be something which is inconsistent in the subject or context the following expressions have the following meanings:

- “Accountable Body” means the Derbyshire County Council acting in its specific role as administrator of the Grant as set out in the Agreement.
- “Agreement” means this agreement.
- “Approved Purposes” means the purposes set out in the Grant letter sent by the HLF to the Accountable Body on 9 May 2017.
- “Contractor” means any person or team under contract with the Delivery Agents to undertake work on the Scheme by way of Projects.
- “Delivery Agent” means each of the Parties to this Agreement which is specified in the Work Plan as delivering a Project within the Scheme, in its capacity as the deliverer of the Project.
- “Data Protection Legislation” means the means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 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.
- “FOIA” means the Freedom of Information Act 2000.
- “Funders” mean funders, apart from the HLF, contributing to the Scheme from time to time.
- “Grant” means the sum of £1,285,800, (one million and two hundred and eighty five thousand and eight hundred pounds) awarded by the HLF to the Accountable Body on 9 May 2017 to be made available to the Accountable Body in order to carry out the Scheme.
- “HLF” means the Heritage Lottery Fund.

- “Grant Agreement” means the agreement completed between the HLF and the Accountable Body incorporating the *Great Place Scheme Standard Terms of Grant*, *Great Place Scheme Receiving a Grant*, *Permission to Start* and securing the Grant for delivery of the Scheme.
- “Parties” means the parties to the Agreement, and “Party” means any one of them.
- “Project” means an individual project of work to be specified in the Work Plan, being one of a number of which are to be carried out by the Delivery Agents under the Scheme and which have been outlined in the project summary and “Projects” shall be construed accordingly.
- “Scheme” means the combination of Projects that will be delivered by the Vital Valley - DVMWHS Great Place Partnership and that consists of, or includes, the Approved Purposes.
- “Scheme Board” means the board that has been established to provide advice and scrutiny to the Parties in relation to the Scheme.
- “Scheme Office” means a team of staff who are to be appointed by the Accountable Body.
- “Standard Terms of Grant” means those standard terms issued by the HLF and agreed to by the Accountable Body at the time of the award.
- “Working Day” means any day save for Saturdays, Sundays and Public Holidays in England.
- “Work Plan” means the the plan which sets out the detail of the Scheme which has been approved by the HLF under the Grant Agreement.
- “Yearly Plan” means the relevant yearly business plan agreed between a Delivery Agent and the Accountable Body as required under clause 5.1 below.

1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, or re-enacted.

1.3 Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated and in each case vice versa.

1.4 The paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its constitution or interpretation.

2.0 Considerations

In consideration of the mutual agreements and undertakings set out in the Agreement, the Parties have granted the rights and accepted the obligations herein.

Commencement and Duration

The rights and obligations under the Agreement shall become operative as from the date of this Agreement which shall be the date on which it has been signed by all Parties. The Agreement shall remain in force until 31 December 2020 subject to earlier termination in accordance with the provisions of this Agreement.

3.0 Obligations of the Accountable Body

The Accountable Body shall through the Scheme Office:

3.1 Manage the financial and contractual administration of the Grant, including the carrying out of appropriate administration of the drawdown of funds from the HLF and other Funders, and carry out appropriate monitoring and evaluation of the delivery of the Scheme

3.2 Provide the secretariat for the Scheme Board and any other working or sub-groups associated with the delivery of the Scheme.

3.3 Support the delivery of Projects by Delivery Agents and the involvement of community groups in the Scheme as identified and detailed in the Work Plan.

3.4 Keep accurate records of income and expenditure for the Scheme together with cash flow projections to meet the needs of the HLF and other Funders.

3.5 Keep accurate records of the achievements of the Scheme.

3.6 Ensure the timely delivery of any grant claims, achievement and budgetary information as may be required by any relevant grant conditions of other Funders it may accept.

3.7 Ensure that the Projects and the overall Scheme meet and fulfil any relevant grant conditions of Funders it may accept.

3.8 Maintain overall records for the Scheme and ensure that it complies with its contractual obligations pursuant to the Grant Agreement and the Standard Terms of Grant.

4.0 Statement of Commitment

4.1 The other Delivery Agents recognise the authority of the Accountable Body as the proposer to manage the Scheme pursuant to the Standard Terms of Grant and where there are other Funders, any relevant conditions of grant it may agree with such Funders.

4.2 In addition to complying with the specific provisions of this Agreement, the other Delivery Agents will co-operate with the Accountable Body and take such reasonable and practicable steps as are appropriate in the circumstances to assist them in meeting the Standard Terms of Grant together with any relevant conditions of grant of any other Funders and the overall delivery of the Scheme.

5.0 Rights and Obligations

5.1 Each Delivery Agent shall deliver those parts of the Scheme for which that party is responsible as set out in the Work Plan. Each Delivery Agent's obligations for delivery of the Projects are defined through the Work Plan. For each Project the Yearly Plan for meeting those obligations shall be agreed between the Accountable Body and the relevant Delivery Agent in advance of the start of the Scheme and thereafter in advance of each anniversary of the start of the Scheme and following consultation so far as is reasonably practicable with the Scheme Board. Each Yearly Plan shall contain a full programme of work for the next year of that Project, project activity output targets and commitments, and contract values.

5.2 The effective delivery of the Scheme is dependent on the co-operation and commitment of all Parties. However, each Delivery Agent shall bear sole responsibility to the Accountable Body and to the others for the delivery of the Project to be undertaken by that Party pursuant to this Agreement. Responsibility for any sub-contractors shall rest with the individual Parties who sub-contract the performance of their obligations under this Agreement.

6.0 Indemnity for Third Party Claims

In the event of any successful claim in respect of any debt, liability, breach of contract, act or omission pursuant to the Scheme or any Project being made by a third party against all or any of the Parties ("Third Party Claim"), the Party whose act or omission caused the Third Party Claim (by virtue of that Party incurring a debt, liability or that Party's negligence, breach of contract, act or omission or otherwise), shall indemnify each and every other Party against any liability, costs, claims and expenses arising out of such Third Party Claim.

7.0 Duration of the Scheme

7.1 The Scheme shall commence on 12 October 2017. Scheme expenditure shall be spread over the period until 31 December 2020.

7.2 Early termination of the Scheme or any Project or action specified in the Work Plan will only be possible with the agreement of all Parties and the HLF, except as might be necessary in the event of the continuation of a party being terminated after a finding of a breach of an essential term of this agreement as provided at clause 17.1.

8.0 Scheme Management Arrangements

8.1 The Delivery Agents in delivering the Scheme and the Accountable Body in carrying out its obligations under this Agreement and its obligations to the HLF for the Scheme will take into account any relevant advice which may be provided by the Scheme Board acting within its terms of reference (which are set out in Appendix 1).

8.2 The Accountable Body shall appoint or employ for the Scheme Office a project officer and an assistant project officer.

8.3 The Scheme Office shall have responsibility for reporting to the Scheme Board on a quarterly basis for the duration of the Scheme on the work entailed in delivering the Scheme and shall include designing and submitting to the Scheme Board an operational plan which sets out milestones, targets and reporting procedures.

9.0 Roles and Responsibilities:

9.1 The responsibilities of the Accountable Body to the HLF for delivery of the Scheme are set out in the Grant Agreement and include providing the following services on behalf of the Scheme:

9.1.1 Administering a separate financial cost centre;

9.1.2 Ensuring that Delivery Agents follow the HLF procurement guidelines (as set out in *Receiving a Grant*) when sub-contracting implementation of Project activities and proposals as appropriate;

9.1.3 Securing, establishing and operating appropriate financial management procedures;

9.1.4 Supervising management of audit procedures.

9.2 All parties' responsibilities: Parties shall contribute to the overall achievement of the aims and objectives of the Scheme as detailed above and where they are delivering Projects.

9.2.1 Scheme implementation: the Delivery Agents shall implement their individually specified Projects, according to the terms and schedules of the Work Plan, the *Standard Terms of Grant*, the Grant Agreement and the Yearly Plans. Where a number of Delivery Agents (and/or contractors) are involved in the implementation of Project work, those Delivery Agents are responsible for coordinating and ensuring they deliver their work to the required standards, agreed budgets and timescales.

9.2.2 Conformity: The detail of Project implementation must conform to originally approved schedules in the Work Plan. Any anticipated or actual variance in the cost, timescale or quality of Project outputs from those specified in the Work Plan or any Yearly Plan shall be reported by the relevant Party to the Scheme Office immediately.

9.2.3 Payment claims: All claims for payment by Parties against eligible Project expenditure shall be submitted to the Scheme Office by specified periodic deadlines, supported by the relevant evidence of expenditure and delivery and all prescribed documentation.

9.2.4 Record keeping: All Delivery Agents will, for audit and monitoring purposes, and to generate claims on expenditure (which are subject to deductions for match funding and in-kind / volunteer support), pass adequate records to the Scheme Office, including: financial accounts of Project related income and expenditure, and performance data in relation to the anticipated benefits of the Project.

9.2.5 Provision of information: All other Parties shall supply to the Scheme Office any specified information that it may require for progress reports, within pre-agreed quarterly deadlines.

9.2.6 Partnership funding: The Delivery Agents shall provide funding at the levels identified or to be agreed in the Project summaries.

9.2.7 Each Party shall ensure that no capital works under any Project are carried out on land or property until they have acquired all necessary consents and permissions, and have consulted and complied with the regulatory requirements of the Environment Agency, the relevant local authority and any other relevant bodies.

9.2.8 The Parties shall ensure that capital works that are carried out on land or property are completed to the standards set out in or specified under the Work Plan or to such additional appropriate standards as may have been agreed with the Accountable Body before the commencement of the works.

9.2.9 Each Party shall be responsible for the provision of all the necessary personnel, insurance, accommodation and services required for the implementation of their specific Project. Each Party shall exercise proper financial control for the disbursement of all monies and use of funds related to the Scheme and shall administer their Project according to the Standard Terms of Grant.

9.2.10 Indemnity: Each Party shall indemnify the Accountable Body against any expense which the Accountable Body might incur for any reason in connection with any settlement of compensation or action by a third party for recovery of damages arising from any elements of the Scheme for which that Party as Delivery Agent is responsible, unless the compensation or action for recovery of

damages is due to any negligent act or omission on the part of the Accountable Body or their respective employees, agents or servants.

9.2.11. During the term of this Agreement and for a period of 6 years thereafter, each Delivery Agent shall maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £1,000,000 (one million pounds) and public liability insurance in an amount not less than £5,000,000 (five million pounds) and shall, on the Accountable Body's request, produce both insurance certificates and the receipt of the current year's premium. The Accountable Body may by prior agreement with a Delivery Agent agree to suspend the requirements for that Delivery Agent stated above under this clause if that Delivery Agent demonstrates to the complete satisfaction of the Accountable Body that equivalent financial protection will be maintained for coverage of its potential professional and public liabilities.

9.2.12 Quality: Delivery Agents undertaking capital works must ensure that capital works carried out are completed to the standards set out in the specifications / designs to the Scheme or to such other appropriate standards / designs, as are agreed with the Accountable Body or required by the Work Plan before the commencement of the works.

9.2.13 Each Party hereby warrants that it has the power to enter into this Agreement and has obtained all necessary approvals to do so.

9.2.14 Each Party warrants and undertakes that it is not aware as at the date hereof of anything within its reasonable control which might adversely affect its ability to fulfil its obligations pursuant to this Agreement.

10.0 Financial Management

10.1 The Accountable Body shall oversee the financial management of the Scheme, guided by the Scheme Board where appropriate, and where appropriate shall act as Grant recipient on behalf of the Parties. The Parties shall provide financial information as required by the Accountable Body to fulfil the needs of the Grant claim process. All financial statements will be in a format to be agreed with the Scheme Office and will be in accordance with the *Standard Terms of Grant* and the Scheme's requirements. The Scheme Office will submit the Scheme's returns to the HLF for reimbursement of funds. The Scheme Office will provide financial information as reasonably required for their own auditing or other purposes associated with their own financial management.

10.2 On completion or termination of the Scheme, use of any remaining funds so far as may be approved by the HLF will be determined by agreement between the Parties taking into account the aims and objectives of the Scheme and any relevant advice of the Scheme Board, or if not so agreed, as the HLF might determine.

10.3 Each Delivery Agent is responsible for ensuring the production of an audit trail for their Project which is compatible with Standard Terms of Grant and any other relevant requirements that the Accountable Body might reasonably impose.

10.4 If the HLF requires repayment of all or any of the funds because of the failure of a Delivery Agent to deliver their Project that Party shall make repayment to the Accountable Body, either to the full extent of the repayment required by the HLF, or in the event of the uncommitted funds it then holds then being less than that sum, to the extent of its uncommitted funds. In the event of such a repayment required by the HLF then remaining wholly or partly outstanding or HLF requiring such a repayment for any other reason, the Parties acting reasonably shall agree the basis on which such repayment or further repayment to match the relevant amount outstanding is to be made, taking into account any relevant advice of the Scheme Board.

10.5 It is agreed that each Delivery Agent shall indemnify the Accountable Body in full against any liability of the Accountable Body to repay the HLF all or any of the funds for those elements of which the Delivery Partner is responsible for, except where repayment to HLF is due where the Accountable Body is acting as a Delivery Partner.

10.6 If it appears that there is or may be a shortfall in funding for any reason, which may result in a need for change to the Scheme, the Parties will endeavour to secure alternative funding and the Scheme Office will inform the HLF and seek to obtain its approval for any changes the Accountable Body may consider to be necessary. The Accountable Body will ensure that there is a review by the Scheme Office of funding at least four times per year.

10.7 Any overspend by Delivery Agents in their delivery of Project activity will be borne by that Party.

10.8 Each Party shall supply as soon as reasonably practicable to the Scheme Office all financial documents, insurance details and information properly required by the Accountable Body to check for compliance with this Agreement or the Grant Agreement and the *Standard Terms of Grant*.

10.9 Any non recoverable VAT incurred on chargeable expenditure commissioned by the Parties in the delivery of Projects will be included within claims submitted for reimbursement by the Accountable Body. Non recoverable VAT will form part of the contract value and is not additional to the contract value.

11.0 Assignment and Sub-contracting

11.1 Sub-contracting any part of the Scheme will not relieve a Party of any obligation or duty attributable to them under this Agreement.

11.2 Where a Delivery Agent sub-contracts their Project to third parties or places orders in connection with the implementation of the Project, it shall obtain from sub-contractors and suppliers all customary trade benefits. Any claim made by a Delivery Agent to the Accountable Body for financial re-imbursement shall take this into account by reducing by the amount of the value of the benefit that the Delivery Agent has received. This provision shall unless expressly stated otherwise be deemed to apply also to any other agreements signed between the Parties in connection with the Scheme.

12.0 Budget

12.1 As provided for in the Grant Agreement, the *Standard Terms of Grant* and *Receiving a Grant*, the HLF will contribute the amount of the Grant through payments to the Accountable Body by quarterly claims in arrears based on the presentation of invoices and records. Notwithstanding the overall amount of the Grant to be paid by the HLF, the amounts of money to be disbursed to the other Delivery Agents, will be, **quarterly in arrears following receipt from the HLF of the payments to the Accountable Body** and shall be based on the project budgets as set out in the Work Plan.

12.2 Cash flow projections will be subject to revision by the Accountable Body, in consultation with the Scheme Board, in response to changed circumstances, but always subject to the Standard Terms of Grant.

12.3 The Accountable Body shall agree arrangements and timing with the other Delivery Agents for the regular reimbursement of net costs (i.e. costs subject to deductions for all relevant in-kind and cash match contributions), which they have incurred in work pursuant to the Scheme, up to the relevant Project budgets as set out in the Work Plan. The Accountable Body will ensure that valid grant claims submitted by the other Delivery Agents (validated on the basis of the supply of information in accordance with clauses 9 and 10) are paid within 15 working days of the Accountable Body being in receipt of a corresponding grant payment from the HLF, for that work.

13.0 Reporting and Accounting

13.1 The accounting and reporting year for the project will run from the commencement of the Scheme on 12 October 2017 until 31 March 2018, from 1 April 2018 to 31 March 2019, from 1 April 2019 to 31 March 2020 and from 1 October 2020 to the Grant Expiry Date. The Accountable Body accounting year will be 1 April until 31 March. Delivery Agents will need to provide financial information for both these dates. Interim annual financial and progress report of the Scheme's activities and achievements set against the Work Plan will be prepared by the Scheme Office for consideration by the Scheme Board and for submission to the HLF within 3 months of the end of each anniversary of the commencement of the Scheme and a final report of the Scheme's activities and achievements will be completed by its completion date for submission to the HLF. Copies of all such reports will be made available to all Delivery Agents.

13.2 The Scheme shall conform to the HLF's reporting obligations.

14.0 Publicity and Acknowledgements

Any press releases or other public statements about the Scheme will only be issued in accordance with this clause and any procedures agreed between the Parties. The Delivery Agents agree that, in conducting the respective Projects and in publicising their work, full recognition will be given to the support of each contributing party, including the HLF. Any such publicity material shall be distributed by the relevant Delivery Agent to the other Parties at least 5 working days in advance of publication. Public statements or press releases about the Scheme will be printed and distributed by the Accountable Body where practicable on Scheme stationery, and will whenever practicable give all Parties at least 5 working day's notice of the issue of such a press release. Where an individual Party is contacted by the press about a Project, the Party shall use all reasonable endeavours to represent the interests of the Scheme faithfully and inform all Parties of the press inquiry. The conditions laid out in this clause will apply until one year beyond the issue of the final payment from the HLF.

15.0 Resolution of Disputes

15.1 Any dispute concerning the construction, validity and performance of this Agreement not resolved pursuant to clause 15.2 will be determined according to English law, and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts in any actions arising out of this Agreement.

15.2 Any disputes arising out of this Agreement that cannot be otherwise resolved, for example through mediation, will be referred to a mutually agreed arbiter whose decision shall be final and binding on all Parties. The costs of any such referral will be determined by the arbiter.

16.0 Amendments to the Agreement

Any amendments to this Agreement must be approved in writing by all of the Parties and will not take effect until any necessary approval has been obtained from the HLF in accordance with the Grant Agreement and the Standard Terms of Grant.

17.0 Termination of the Membership of the Partnership

17.1 The Accountable Body acting reasonably and in good faith shall be entitled to determine upon consideration of relevant information that a material breach of an essential term of this Agreement has been committed by a Party without reasonable cause. In that event the Accounting Body may write to the Party to provide an opportunity for such breach to be remedied within such reasonable time as it may be specify in writing. In the event of a breach of an essential term as so determined not being remedied in accordance with such an opportunity, or a breach of an essential term as so determined not being subject to such an opportunity, the Accountable Body may in consultation with the other Parties terminate the continuation of the Party concerned in the Scheme, without prejudice to the right to enforce any obligations outstanding, including making payment or repayment of any outstanding contributions.

17.2 Any rights of any Party arising under this Agreement shall cease to apply, without prejudice to the rights of the other Parties, between themselves, or against that Party, if that Party without reasonable cause commits a material breach of an essential obligation of this Agreement and the Accountable Body and acting reasonably and in good faith decides that it should no longer be a Delivery Agent.

18.0 No Legal Partnership

For the avoidance of doubt it is expressly stated that the entering of this Agreement does not constitute a legal partnership amongst the Parties.

19.0 Counterparts

This Agreement may be executed in a number of counterparts and by the Parties to it on separate counterparts each of which when executed and delivered will be an original.

20.0 Law

This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement.

21.0 Rights after Termination

The termination of this Agreement however caused shall be without prejudice to any obligation or rights of any Party which shall have accrued prior to such termination of this Agreement which expressly or by implication provided to come into effect on or to continue with effect after, such termination or cesser.

22.0 Waiver

No failure to exercise and no delay on exercising on the part of any Party any right, power or privilege under this Agreement shall operate as a waiver of it nor shall any single or partial exercise of any right, power, privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

23.0 Third Party Rights

The terms of this Agreement are not enforceable under the Contract (Rights of Third Parties) Act 1999 by any person not a Party.

24.0 New Parties

24.1 Other persons or organisations may become Parties to this Agreement. All references to Parties or Party in this Agreement shall include all such persons or organisations.

24.2 New Parties will be nominated by the Scheme Board and with the agreement of the other Parties and the HLF.

24.3 Each new Party shall enter into a Deed of Adherence to this Agreement and become a Party to the Agreement. All references to Parties or Party in this Agreement shall include all such persons or organisations. Any such new Party may become a Delivery Agent.

25.0 Severance

The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or unenforceable this shall not affect the remaining provisions of this Agreement.

26.0 Force Majeure

26.1 No Party shall be liable for delay in performing or failure to perform its obligations if the failure or delay results from events or circumstances outside its reasonable control including without prejudice to the generality of the foregoing fire, flood, Acts of God, riot, civil disturbance, war or sabotage, the coming into effect of any statute, statutory instrument, regulation or by-law of central government or any competent authority rendering the continued performance of the obligations under this Agreement illegal or impossible. Such delay or failure shall not constitute a breach of this Agreement.

26.2 In the event that a Party is prevented from performing its obligations under the terms of this Agreement due to events or circumstances described in clause 26.1 for a prolonged period then that Party may serve notice to terminate this Agreement or their continued participation in this Agreement with immediate effect on the other Parties.

27.0 Freedom of Information

27.1 The Parties agree that this Agreement is subject to the full effect of the FOIA. Any Party may disclose information forming part of this Agreement or information they hold about the other

Parties to anyone who makes a request for information under the provisions of the FOIA but subject to the provisions of this Clause.

27.2 Promptly upon receipt of a request received by any Party for the disclosure of any information in respect of this Agreement relating to any other Party, the relevant Party shall notify that Party in writing giving them five (5) working days in which to respond. If there is any information which any Party believes is subject to an exemption under the provisions of the FOIA then they should make this clear at the earliest opportunity and within the aforementioned five (5) working days and the relevant Party will take this into consideration in dealing with a request for information and where this is consistent with that Party's duties under the FOIA.

28.0 Data Protection

28.1 Without prejudice to any other provisions of this Agreement or the Appendix hereto each Party shall at all times comply with the requirements of Data Protection Legislation.

28.2 In the event that one Party receives a data subject access request or any request for information or any notice from the Information Commissioner they will promptly inform the other parties and the other Parties shall at their own cost give reasonable assistance in responding to such request or notice.

28.3 Any data disclosed by any Party to another for use in delivery of a Project will be held and processed strictly in accordance with Data Protection Legislation (where applicable) and (subject to Clause 29) any common law obligation of confidentiality.

29.0 Confidentiality

29.1 Each Party shall use its best endeavours to keep in strict confidence and shall bind all its employees and agents to keep in strict confidence all and any commercial and technical information or confidential information relating to the Projects or the affairs of or concerning any other Party in whatever form acquired by it (whether directly or indirectly) in consequence of this Agreement. No Party shall use or disclose any such confidential information other than as expressly permitted by this Agreement save for any information which is or becomes in the public domain through no fault of the disclosing Party or where they are required by law to disclose it.

29.2 Obligations of confidentiality set out in the foregoing clause shall survive for a period of two years from the termination of this Agreement.

19.0 Intellectual Property

19.1 All intellectual property rights in any information or material provided by one Party to any other Party pursuant to this Agreement shall remain the property of the Party that owned such intellectual property rights prior to such introduction.

19.2 Subject to the terms of any relevant third party licences each Party grants the other Parties and the Scheme Board a non-exclusive, non-transferrable licence to use all such pre-existing information and material supplied pursuant to this Agreement for the purposes of the Scheme (which may not be sub-licensed save with the consent of the contributing Party) for the duration of the Term.

19.3 Parties agree that any intellectual property and products funded through the HLF Grant (including but not limited to created literary, dramatic, musical, artistic works, sound recording works) is made available to other Parties for use by others under the Creative Commons licence 'Attribution Non-commercial' (CC BY-NC) for five years from project completion, unless agreed otherwise with written consent. Products shall be available free of charge for five years from the Scheme completion.

IN WITNESS WHEREOF this Agreement has been signed by the parties

Signed for and on behalf of DERBYSHIRE COUNTY COUNCIL

In the presence of)
Date

Signed for and on behalf of AMBER VALLEY BOROUGH COUNCIL

In the presence of)
Date

Signed for and on behalf of ARTS DERBYSHIRE

In the presence of)
Date

Signed for and on behalf of THE ARKWRIGHT SOCIETY

In the presence of)
Date

Signed for and on behalf of DARLEY ABBEY MILLS

In the presence of)
Date

Signed for and on behalf of DERBY CITY COUNCIL

In the presence of)
Date

Signed for and on behalf of DERBYSHIRE DALES DISTRICT COUNCIL

In the presence of)

Date

Signed for and on behalf of DERBY MUSEUMS TRUST

In the presence of)

Date

Signed for and on behalf of MARKETING PEAK DISTRICT AND DERBYSHIRE

In the presence of)

Date

Signed for and on behalf of JOHN SMEDLEY LTD

In the presence of)

Date

Signed for and on behalf of UNIVERSITY OF DERBY

In the presence of)

Date

Signed for and on behalf of UNIVERSITY OF NOTTINGHAM

In the presence of

Date

APPENDIX I

Vital Valley Scheme Board

TERMS OF REFERENCE

1.0 PURPOSE AND REMIT

The primary role of the Scheme Board will be to act as a monitoring and scrutiny group in the effective management and delivery of the Vital Valley Scheme.

Definitions have the same meaning as in the Partnership Agreement relating to the Vital Valley - the Derwent Valley Mills World Heritage Site Great Place Partnership.

In pursuance of this, the Scheme Board will:

1. Monitor and review of the progress on the implementation of the Scheme.
2. Advise on all aspects of the Scheme and Projects.
3. Support the recruitment of and act as a facilitator for staff members appointed to manage and deliver the Vital Valley Scheme.
4. Help to identify funding opportunities for the Scheme and Projects included in the approved Work Plan and work with staff and the Accountable Body to secure such funding as is available.
5. Help to identify linkages between the Scheme and other programmes or policies that can add value to the Scheme.
6. Receive reports on the work of any sub-groups that it may wish to form.
7. For the avoidance of doubt, the Scheme Board shall accept the overriding need for the Scheme to be managed in accordance with the Grant Agreement and Standard Terms of Grant and all relevant provisions of the Partnership Agreement, as determined by the Accountable Body acting reasonably and in good faith (in consultation with the HLF as necessary), and no recommendations of the Scheme Board shall be binding upon or enforceable against the Parties.

2.0 MEMBERSHIP

The Scheme Board shall initially comprise a group of 9 members established by the Accountable Body acting on behalf of the Derwent Valley Mills World Heritage Site Partnership.

- The Scheme Board may permit additional representatives to attend its meetings to offer support on specific projects with the agreement of the Accountable Body.
- A Chair will be nominated at the first meeting of the Scheme Board.
- A Chair will be nominated annually by the membership. Should a vote be required, each member will have one vote.
- Decisions by the Scheme Board are to be made by simple majority rather than unanimity.
- In the case of an equality of votes the Chair shall have the casting vote.

- At least five members of the Scheme Board will be required to be in attendance for a voting quorum.
- Administrative support will be provided through the Accountable Body.
- Scheme Board members with conflicts of interest with regard to particular items for discussion are expected to declare their interest and excuse themselves from that agenda item. Such conflicts of interest will be identified at the start of each Scheme Board meeting.

3.0 NEW MEMBERS

Potential new members of the Scheme Board can be proposed by a member of the existing Scheme Board. The potential new member will provide a brief written summary of what they would bring to the group and why they wish to be involved. Their involvement should be in the best interests of the Scheme. The Scheme Board will collectively decide on whether or not to appoint the person concerned as a member, having regard to what new dimension the person concerned can bring to it and the desirability of avoiding a size of membership that is so large as to impede its contribution to delivery and development of the Scheme. In the event of an equality of votes the Chair will have the casting vote.

4.0 SUB GROUPS

4.1 The Scheme Board may establish sub-groups to assist with specific topics as it sees fit.

4.2 Where a new sub-group is formed the Scheme Board will set objectives for it and then delegate an appropriate level of responsibility to it. The sub-group will report back on achievements and problems, so that the Scheme Board can monitor the work against the aims and objectives of the Scheme. Sub-group members can be drawn from outside the membership of the Scheme Board where desirable.

5.0 FREQUENCY OF MEETINGS

The Scheme Board will meet quarterly for the first year of the Scheme, at venues agreed by the membership. Frequency of later meetings will be agreed by the Scheme Board at the end of the first year.

6.0 AGENDA AND PAPERS

Agendas and papers will be circulated by the Accountable Body at least a week before meetings. Members wishing to include items on the agenda should contact the Scheme Office three weeks in advance of meetings. The tabling of papers at meetings is discouraged.

7.0 REPORTING

The Scheme Board will inform the Accountable Body through the Accountable Body's representative on the Derwent Valley Mills World Heritage Site Steering Group.