

This Report will be made public on 16 June 2020

Report Number **C/20/15**

To: Cabinet
Date: 24 June 2020
Status: Non key
Responsible Officer: Ewan Green, Director of Place & John Bunnett, Director of Development
Cabinet Member: Councillor David Wimble, Cabinet Member for the District Economy & Councillor John Collier, Cabinet Member for Property Management & Grounds Maintenance

SUBJECT: ROMNEY MARSH EMPLOYMENT HUB (Land at Mountfield Road Industrial Estate, New Romney)

SUMMARY: This report seeks authority to accept a grant offer from the Nuclear De-commissioning Authority (NDA) and to agree the transfer of land into joint ownership with the joint venture partners, East Kent Spatial Development Company (EKSDC), which will enable the construction of a business centre at Mountfield Road Industrial Estate, New Romney to proceed as approved by Cabinet in September 2019 (C/19/22).

The project will make an important contribution to the Council's Covid 19 economic recovery plans and its development will assist the resurgence of the construction sector which usually leads the way out of recession.

REASONS FOR RECOMMENDATIONS:

The grant application to the NDA has been successful and approval is sought to accept the grant offer. Cabinet approved a joint venture with EKSDC and delegated authority to the Director of Development to agree terms which have resulted in the principle that if each party is contributing equally, the completed development should be owned jointly including the land.

RECOMMENDATIONS:

1. To receive and note report C/20/15.
2. To authorise acceptance of the offer of a capital and revenue grant contribution from the NDA for a business centre at Mountfield Road Industrial Estate, New Romney as outlined in Appendix 1.
3. To approve the transfer of land for the business centre at Mountfield Road Industrial Estate, New Romney (as outlined in red on the plan at Appendix 2) into the joint ownership of the Council and EKSDC as part of a joint venture agreement.

1. BACKGROUND

- 1.1 In September 2019, Cabinet approved the development of a business centre at Mountfield Road Industrial Estate, New Romney by means of a joint venture with East Kent Spatial Development Company (EKSDC) which is a local authority owned regeneration company (C/19/22).
- 1.2 It was agreed that the Joint Venture should be on the basis that the development costs of £1,970,000 would be met by the Council and EKSDC each contributing £735,000 and a £500,000 grant would be sought from the Nuclear De-commissioning Authority (NDA) Socio-economic programme. The Cabinet delegated authority to the Director of Development to agree other terms and conclude a joint-venture legal agreement with EKSDC.
- 1.3 Heads of Terms have been agreed with EKSDC (Appendix 3). A legal agreement to effect the joint venture has been drafted by the Council and the EKSDC Board is expected to take a decision at its Board meeting on 23 June 2020.
- 1.4 The Council's contribution is part cash and part land value to total £735,000. As EKSDC would be making a cash contribution of £735,000, it is proposed the land would be transferred into the joint ownership of the Council and EKSDC when construction of the business centre is completed. (Cabinet approved the Council's cash contribution be funded from the 2019/20 Kent Business Rate Pilot budget).
- 1.5 In March 2020, the NDA Board approved a grant application for £705,238 towards the construction and operational costs of the project. A written offer was received in April and formal acceptance is now required.
- 1.6 Approval is therefore required to accept the grant offer from the NDA and for the transfer of the development site into joint ownership of the Council and EKSDC as part of the joint venture agreement.
- 1.7 The project will make an important contribution to the Council's Covid 19 economic recovery plans and its development will assist the resurgence of the construction sector which usually leads the way out of recession. Local contractors will be made aware of the opportunity to tender as use of local supply chains can generate additional economic benefits.

2. TRANSFER OF LAND

- 2.1 Cabinet (C/19/22) delegated authority to the Director of Development to conclude a joint venture agreement with EKSDC.
- 2.2 Both EKSDC and the Council are putting in equal funding so that each will have an equal interest in the completed development. EKSDC's contribution will be cash, but part of the Council's contribution will be 'in kind' to take into account the value of the Council-owned development site. The site, edged red in Appendix 2, was valued at £164,500 in October 2018.

- 2.3 Consequently, the remaining term of the JV which requires Cabinet approval relates to the Council land interests. It is proposed that the equal contribution of EKSDC and the Council to the project be reflected in a joint interest in the completed development and related land. This will require the transfer from sole Council ownership into joint ownership with EKSDC.
- 2.4 Given the experience of EKSDC in commissioning and operating business centres, the JV proposes EKSDC undertake the procurement, management of the construction contract and subsequent operation of the business centre.
- 2.5 The Council will be responsible for managing the NDA grant requirements including making payments to EKSDC and seeking re-imburement from the NDA.
- 2.6 An outline of the JV terms can be found at Appendix 3 for information.

3 NDA Grant

- 3.1 The Cabinet meeting in September 2019 required 'that a grant contribution be sought from the Magnox Socio-economic Fund towards the cost of the new business centre' (C/19/22)
- 3.2 A grant application was submitted for £705,238 in December 2019 and approved by the NDA in March 2020.
- 3.3 The grant offer includes a capital contribution of £500,000 towards the construction costs of the business centre and related off-site works.
- 3.4 The remaining grant of £205,238 is to fully cover the cost of a business advisor being on site for four years starting immediately the business centre opens. The business advisor would be employed by EKSDC with Council involvement/guidance.
- 3.5 The NDA offer, terms and grant agreement can be found at Appendix 1. Outputs from the project are to be finalised but will align with those put forward in the grant application submitted by the Council. There is also a requirement to agree all Press releases with the NDA and a programme of possible PR opportunities over the next 18 months has been submitted for approval and, at some stage, will involve naming the building. Other terms are manageable but reference will be made to Covid 19 and the potential impact on timescales.
- 3.6 Authority is therefore sought to accept the offer and sign the grant agreement.

4 Timescales

- 4.1 A decision by EKSDC on the JV agreement is expected to be reached at its Board meeting on 23 June 2020.

- 4.2 Subject to the approval of the recommendations in this report, it is intended to have the joint venture agreement concluded by the end of June.
- 4.3 Some initial joint publicity about the project with the NDA and EKSDC can follow shortly thereafter.
- 4.4 An updated programme for the tendering and construction phase is at Appendix 4 and is based on the NDA grant offer and joint venture being concluded by 30 June.
- 4.5 It is uncertain how Covid 19 might impact the project and affect timescales (e.g. if there is a need to resume a full lockdown).

5. CONSULTATION

- 5.1 The proposal and grant application has been supported by the Folkestone & Hythe Accelerated Delivery Board and Romney Marsh Partnership.
- 5.2 Consultation has taken place with property advisers to gain informal advice about market conditions. It seems likely to be Autumn and the ending of lockdown arrangements when firmer views about the market conditions will be discernible. However, a view is that demand for large offices in central city locations is likely to be disproportionately affected and demand for smaller scale business space will bounce back in about 12 months. This seems to align with the experience of EKSDC which is reporting a resumption of interest in its business premises.

6. RISK MANAGEMENT ISSUES

- 6.1 There is risk management involved in this issue

| Perceived risk | Seriousness | Likelihood | Preventative action |
|--|-------------|------------|---|
| EKSDC Board does not approve the JV | High | Low | Continuing dialogue with the CEO of EKSDC to develop a JV which reflects common interests in regeneration. |
| Covid 19 impacts on demand for business units and income | High | Medium | Risks mitigated by: <ul style="list-style-type: none"> - NDA grant contributing to operational costs in first 4 years (not reflected in financial plan) - Providing cellular space which may become more popular - Business Advisor on site to |

| | | | |
|---------------------------------------|------|--------|---|
| | | | <p>promote the business centre</p> <ul style="list-style-type: none"> - Pro-active PR programme with funding partners to raise profile of centre during construction phase prior to opening. |
| Covid 19 increases construction costs | High | Medium | Open competitive tendering used. Scheme revised to budget. |

7. LEGAL/FINANCIAL AND OTHER CONTROLS/POLICY MATTERS

7.1 Legal Officer's Comments (NE)

There are no legal implications.

7.2 Financial Officer's Comments (LW)

The grant funding to be received is in line with that previously outlined in the approved Cabinet report in September 2019 (C/19/19). Advice has been obtained on the VAT implications and expenditure relating to the grant will be reported as part of the in-year capital monitoring reports. The appointment of a business adviser will be carried out in accordance with EKSDC recruitment procedures.

7.3 HR comments (RB)

There are no direct human resource implications emanating from this report.

8. CONTACT OFFICERS AND BACKGROUND DOCUMENTS

Councillors with any questions arising out of this report should contact the following officer prior to the meeting:

Graham Hammond (Economic Development – Senior Specialist)

Telephone: 07841 801050

Email: graham.hammond@folkestone-hythe.gov.uk

The following background documents have been relied upon in the preparation of this report:

APPENDICES:

1. NDA Grant Offer
2. Development site plan
3. Heads of Terms for JV
4. Updated timescales for construction

APPENDIX 1

NDA GRANT OFFER, TERMS AND ACCEPTANCE FORM



David Peattie | Chief Executive Officer

Herdus House | Westlakes Science and Technology Park Moor Row | Cumbria, CA24 3HU
T +44 (0)1925 802010 | david.peattie@nda.gov.uk | www.gov.uk/nda

Mr Graham Hammond
Senior Specialist (Economic Development)
Folkestone & Hythe District Council
Civic Centre
Castle Hill Avenue
Folkestone
Kent
CT20 2QY

Our Ref: CEO(20)-0037

17 April 2020

Dear Graham,

Re: Romney Marsh Employment Hub – Stage 1

I am pleased to confirm that the NDA has approved a maximum of £705,238 over 5 years, towards the total project cost of £2,175,238 for the Romney Marsh Employment Hub – Stage 1 project.

The NDA understands that the funding will be used for construction costs, to pay for a Business Advisor and office equipment, and to finance business events and revenue costs.

The NDA's financial contribution will be capped at £705,238 and will be released in annual instalments subject to the Magnox socio-economic team:

- Agreeing measures in line with the NDA's Themes, Outcomes & Measures (TOMS).
- Receiving written confirmation of match funding secured before any funding can be released.
- Implementing Yearly gate reviews.

Annual NDA Funding

Year 1 £400,000 in 2020/21, Year 2 £159,446 in 2021/22, Year 3 £45,902 in 2022/23

Year 4 £49,250 in 2023/24, Year 5 £50,640 in 2024/25

The NDA assumes that it will be informed of any material changes to plans for, or results of expenditure. A change will be deemed material if it exceeds 5% (£35,261) of the grant. The NDA reserve the right to withdraw funding at any time if performance is deemed unsatisfactory.

Respected. Included.
Performing at our Best.



RESPECT • OPENNESS • COLLABORATION
PERFORMANCE • CREATIVITY



David Peattie | Chief Executive Officer

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Corporate Governance

The NDA expects to see evidence of robust corporate governance in place to manage the project and receive quarterly progress reports, detailing achievements against the measures agreed at the beginning of the project.

Claw back option

The NDA reserves the right to claw back the full amount should the work not be completed within this period. In addition, should the early elements of the work show that the project has limited potential, the unspent monies granted by the NDA will be repaid.

Publicity

Please ensure that you publicly acknowledge the NDA socio-economic contribution when issuing any press or PR material relating to the Romney Marsh Employment Hub, Stage 1 as well as including the NDA logo on any publicity material generated. We also require you to collaborate with the NDA on any press releases or other publication material relating to NDA's decision to fund this project.

As you would expect, all our funding is subject to the requirement of managing public money, so we would also require you to adhere to our terms and conditions for grant payments set out in Annex A (also attached).

Yours sincerely,

David Peattie
Chief Executive Officer

CC:

- Damian Collins MP
- Andrew van der Lem, Head of Government Relations, NDA
- Jonathan Jenkin, Stakeholder & Socio-Eco Manager, NDA
- Haf Morris, Socio-Economic Lead- England, Magnox Ltd
- Nigel Monckton, Head of Corporate Communications, Magnox Ltd



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ANNEX A

Core Terms and Conditions of NDA Grant

(Please see end of document for ACCEPTANCE FORM)

Award of Grant

1. The grantee shall ensure that it abides by these Terms and Conditions for the receipt of grant. These terms and conditions apply only to the funds provided for this project.
2. The statutory basis for funding is under Section 10 of the Energy Act 2004.

Use of and Eligibility for Grant

3. Any grant aid awarded shall be used only for the purposes approved in the letter making offer of grant aid. Those approved purposes may, however, be modified by agreement between the grantor and the grantee. All expenditure is considered ineligible unless it arises from the approved purposes; is consistent with all terms and conditions of the grant; or prior agreement has been reached between the grantor and the grantee.
4. Any misrepresentation, including concealment or withholding of relevant information, by the grantee in its application for grant aid and for the subsequent duration of the period of grant award may be treated as a failure to comply with these terms and conditions.

Period of Award

5. The award of grant shall not be deemed to imply any guarantee that grant will be awarded for any further period.
6. The grantor reserves the right to terminate this agreement upon written notice to the grantee. Reasonable notice of termination would be given and arrangements for the transfer or cessation of the work would take account of the grantee's contractual obligations. In the event of the agreement being terminated, the grantee will be required to repay the grantor any grant which has not at the date of termination been spent for approved purposes.

Grant Management and Monitoring Arrangements

7. The grantor and the grantee will agree at the outset target action milestones and related target dates ("performance indicators") against which progress in working towards achieving the purposes of the grant scheme set out in the offer letter can be measured.
8. The grantee will nominate a named officer to act as the principal liaison officer on grant scheme matters. The grantee will inform the grantor immediately of any change in principal liaison officer. The grantor will likewise inform the grantee of any change in its grant scheme manager.



9. The grantee shall monitor the progress of each project to ensure that: targets are being met and on time; the grant is being spent for agreed purposes; financial controls are adequate; the grantee's management is satisfactory and complies with these terms and conditions; and there are early warnings of performance falling short of expectations.
10. The grantee shall submit to the grantor a progress report showing the extent to which agreed objectives set out in the grant offer letter are being progressed. Unless specified otherwise in the offer letter, the grantee shall submit this report on a quarterly basis and when requested by the grantor. The report will also reveal any shortfall in performance against expectation, identify reasons for the shortfall in performance and include details of the remedial measures that the grantee has put in place. The progress report must be signed by the principal liaison officer.
11. Approval must be sought in advance from the grantor for any changes to performance monitoring indicators, to planned timetable or to related expenditure profiles agreed between the grantee and the grantor.

Additional Information

12. The grantee shall provide the grantor with such other information as to its activities or proposed activities and as to its use or proposed use of all or any part of grant funding, as the grantor may from time to time require. The grantor shall be entitled to use this and all information supplied to it by the grantee relating to the grant aid, as it deems fit. Such information shall, if so requested by the grantor, be certified by the project manager or another official of the grantee organisation that the grantor may consider appropriate in all the circumstances.

Relationship with Third Party “Partner Organisations”

13. The grantee, as the accountable organisation, shall ensure that the relationship between all partner organisations is fully documented and sets out:
 - the role and functions each organisation will undertake in progressing the project;
 - clearly defined outcomes relating to their involvement underpinned by target milestones and related dates (performance measures) that need to be achieved;
 - the lead responsible officer within each organisation who will be responsible for reporting and verifying progress against the performance measures; and,
 - arrangements for the submission of requests for payment to the accountable authority, supported by appropriate assurances on progress against targets agreed between the accountable authority and the partner organisation.
14. The grantee must satisfy its self that arrangements are in place to ensure that they are consulted in advance on any significant changes to the planned performance monitoring indicators or timetable and related expenditure profiles agreed with the partner organisation.



Third Party Expenditure

15. The grantee, as the accountable body, is responsible for ensuring that grant funding is used for approved purposes, including where expenditure is incurred by or grants are paid to third parties under lawful arrangements made with the grantee under the grant scheme. In order to properly complete and certify [quarterly/half-yearly/annual] claims the grantee must have in place systems and procedures to satisfy itself, its auditors and the grantor that only eligible expenditure is included in the quarterly claims and in the annual out-turn of expenditure. Such arrangements may include, for example, obtaining independently certified statements from third parties certifying the eligibility of expenditure; a payments monitoring system during the year (supported by appropriate prime records; a system of spot checks of third party records). The appropriate method used should be considered on a case-by-case basis according to the nature, volume and value of the transactions with individual partner organisations.

Capital Grant Related Provisions.

16. "Capital" means spending on the purchase or creation of assets that are expected to be used for a period of at least one year. It includes the purchase of buildings, equipment and land.
17. The prior approval of the grantor must be sought before any change of use for assets that have been purchased in whole or in part under this grant scheme.
18. The grantee shall not raise a mortgage or other charge on assets purchased under the grant scheme without obtaining the prior approval of the grantor.
19. Where an asset or an interest in an asset purchased under the grant scheme is subsequently disposed of or ceases to be used for the approved purpose for which it was obtained, the grantee shall notify the grantor. If the grantor then so demands, the grantee will repay to the grantor the full market value of the asset as at the date of disposal or cessation of approved use, or such lesser sum as the grantor in its absolute discretion may deem to be a fair proportion of the market value.
20. The grantor reserves the right to take possession of all assets purchased in whole or in part under the grant scheme at its termination. The grantor will pay an appropriate amount, as agreed with the grantee, should it exercise its discretion in respect of assets only partly acquired from grant funding.
21. Agreement should be sought from the grantor before any publicly funded asset is used to generate income.

Insurance

22. The grantee shall ensure that it takes all reasonable steps to insure against any risks that may arise in connection with any property or any activity undertaken that is grant-aided in whole or in part under the scheme. This includes any loss or personal injury to grant-aided staff undertaking those activities. The grantor shall reserve the right to require the grantee to submit for inspection any relevant documents relating to insurance policies. The grantor is not in any way liable for any contingency involving property or activities for which it has provided grant aid in whole or in part; responsibility for any such contingencies should lie entirely with the grantee, which should be covered for all eventualities by taking out satisfactory insurance policies.



Other Sources of Funding

23. The grantee shall ensure that any required match funding is in place to ensure the success of the scheme. Written confirmation that match funding is in place may be submitted by the grantee to the grantor at any time on request by the grantor.

Publicity

24. The grantee shall acknowledge, through the inclusion of appropriate wording (on press releases) and branding (on publicity, communication materials and signage), the contribution made to its activities by the grantor. **Please contact the NDA to discuss and agree for clearance prior to any announcements or releases being made.**

25. It is a condition of this grant that the grantor requires the grantee to display on public view temporary signage acknowledging the grantor's contribution on building works in progress and a permanent sign on completion of the project.

Party Political Purposes

26. The grantee shall ensure that no part of the grant shall be used for party political purposes and that no aspect of the grant-aided activities shall be party political in intention, use or presentation.

Equal Opportunities

27. The grantor requires all recipients of grant aid to ensure that they apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or as far as is practicable, any disability.

Restrictions on the liability of the grantor

28. The grantee shall not (and shall ensure that all members of its organisation do not) represent the organisation in such a way, say or do anything that might lead persons to believe that the grantee is an agent of the grantor or that the grantor is responsible for any liability of the grantee. Nothing in the terms and conditions of grant shall impose any liability on the grantor in respect of any liability incurred by the grantee to any other person or entity.

Variance in Grant

29. Unless included in the initial approval, the level of grant awarded will not be adjusted to take account of pay and price changes during the life of the approved scheme/project.



Procurement

30. The grantee shall comply with its own standing orders and arrangements for the purchase of goods and services. The grantor will expect the grantee to take all reasonable steps to ensure the best value for money attainable from grant funding through the procurement of goods and services open competition.

Maintenance and Retention of Records

31. The grantor expects grantees to ensure adequate financial controls are put in place to safeguard public funds: e.g. to ensure segregation of duties, maintain proper books and records, bank accounts requiring two signatures and retention of supporting documentation for audit purposes.
32. The grantee shall ensure that it retains all books of accounts and such other documents or records relating to the scheme/project. Books of account and related financial records shall be retained for a period of 10 years from the end date of the grant scheme. Other documents and records shall be retained for six years.

Payment Procedures

33. Payments shall be made once a fully evidenced claim form has been returned to the grantor. Payments will be made in arrears only and on a quarterly basis, unless specified otherwise in the offer letter.

Payment made in advance

34. The grantor will not normally make payment of grants in advance of need. Grantees have to demonstrate clearly the rationale for the receipt of payments in advance.

Payment made in arrears

35. The grantee shall make a claim for payment on a quarterly basis on the enclosed form which requires disclosure of the actual eligible expenditure in the period covered, the estimated out-turn for the next period and the following period.
36. Where grant is payable by instalments, payment of any instalment may be withheld if the grantee fails to satisfy the grantor that it will be used solely for the approved purposes or if the grantor consider that any of the other terms and conditions are not being fulfilled.

Accounts

Voluntary (including charitable) Organisations

37. All grantees will submit to the grantor, by 30th September following each financial year covered by grant aid, two copies of their audited accounts with the Foreword and Balance Sheet signed and dated (by two trustees in the case of a grantee with charitable status).
38. The accounts should comprise:-



- a statement of Financial Activities;
- a separate Summary Income and Expenditure Account in addition to the Statement of Financial Activities if the charity is required to prepare accounts in accordance with the Companies Act or similar legislation;
- a Balance Sheet;
- a Cashflow Statement, as applicable; and
- notes to the accounts.

39. All accounts shall clearly identify all grantor grants, and any grants received from other government departments, during that financial year. If the accounts do not identify separately grantor funding, the grantee should provide an income and expenditure account certified by the finance officer confirming the level of grantor funding and its expenditure.
40. For grantees with total income or gross expenditure of less than £10,000, accounts which may be prepared on an accruals (income and expenditure) or cash (receipts and payments) basis, should be supported with a statement that the grant was spent in accordance with the specified purpose. The grantee should also be aware that any future award of grant and/or payment would be dependent on the accounts being received by the specified date.

Underspend of Grant

41. The grantee shall notify the grantor as soon as possible if and when underspend of grant is likely to arise or has arisen. The grantor may, at its discretion and in accordance with the powers under which the grant is paid, approve the use of the underspend for other beneficial purposes. Such approval is especially likely to be given where the underspend arises due to improved effectiveness or efficiency in the management of resources. Approval is not likely to be given where it is due to the delayed start of a grant aided activity.

Recovery/Clawback

42. The grantor reserves the right at any time to recover the grant, in whole or in part, to the extent that it is not used for eligible purpose(s) or if the grantor considers that any other terms or conditions of the grant are not being fulfilled.
43. If the grant is not spent for the eligible purpose(s) during the financial year to which it relates, the unspent amount may be recovered by the grantor during or at the end of that financial year and/or may be taken into account in determining the amount of grant aid to be paid in the following financial year.
44. If the grantee is wound up or goes into liquidation (including being subject to any administration order), receivership, bankruptcy, enters into any compromise or other arrangement of its debts with its creditors, or is likely, in the view of the grantor, to become unable to pay any of its debts then, on the occurrence of any of those events, the grantor shall be entitled to recover forthwith from the grantee the grant paid and no further monies shall be due or payable by the grantor to the grantee or to anyone acting for or on its behalf or in its name. Any references to the amount of grant paid or to be paid to the grantee shall be deemed to mean and to be limited to the amount of money actually paid to the grantee by the grantor at the time that any of the events referred to above occurs.



Access

Grantor

45. The grantee shall, without charge, permit any officer or officers of the grantor, at any reasonable time, to visit its premises and inspect any of its activities and/or examine and take copies of the grantee's books of account and such other documents or records that in officers' view may relate in any way to the use of grant by the grantee. This condition is without prejudice and subject to any other statutory rights and powers exercisable by the grantor or any officer, servant or agent thereof.

Material Change in Financial Status

46. If during the financial year or during the audit of accounts relating to that financial year the grantee becomes aware of a material deterioration in its financial circumstances (for instance a deficit on its income and expenditure account; a significant reduction in the value of its asset base; or a cash flow problem) it should inform the grantor immediately. It should also inform any other bodies providing the grantee with public funds. In the event of a failure by the grantee to inform other such funding bodies, the grantor reserves the right to communicate the information itself in order to protect the interests of taxpayers.

Breach of Terms and Conditions

47. If the grantee is in breach of any of the above terms and conditions or those set out in the grantor letter making the offer of grant, the grantor shall forthwith be entitled to recover all or any grant already paid and to withhold, whether temporarily or permanently, any grant not yet paid; save that where the grantor considers that the failure by the grantee is one capable of rectification to its satisfaction then before the grantor recovers any grant it shall first serve on the grantee a notice in writing specifying the nature of the failure and the steps required of the grantee to rectify it, and the time allowed to rectify the failure.



Privacy Notice for Government Grants

This notice sets out how we will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

1. Your Data

The purpose for which we are processing your personal data is in relation to the **Romney Marsh Employment Hub Stage 1**.

The data you supply will be stored in Livelink the NDA's electronic filing system and we will process the data for the purpose of managing the Government Grant.

2. The purpose for which we are processing your personal data

The purpose for which we are processing your personal data is in relation to the **Romney Marsh Employment Hub Stage 1**. We will process the data in accordance with the guidance set out in the Government Functional Standard for General Grants. The Government Functional Standard for General Grants facilitates the recording and reporting of grant information across government, providing accurate data to enable departments to manage grants efficiently and effectively, while actively reducing the risk of fraud.

3. The data:

We will process the following personal data:

- Name
- Title
- Mailing address
- Phone
- Organisation
- Email
- Role
- Bank details

4. Legal basis of processing

The legal basis for processing your personal data is that processing of this data is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller. In this case that is our functions in relation to government grants, and the need to have a cross-government database to reduce fraud and make available transparency information about the award of government grants.

5. Retention

Financial records shall be retained for a period of 7 years from the end date of the grant scheme.



6. Your Rights

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

7. Complaints

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or 0303 123 1113, or casework@ico.org.uk. Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

8 Contact Details

The data controller for your personal data is the Nuclear Decommissioning Authority.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data.



GRANT ACCEPTANCE FORM

FOR COMPLETION BY THE GRANTEE

Project Name: ROMNEY MARSH EMPLOYMENT HUB STAGE 1

Organisation Name: FOLKESTONE AND HYTHE DISTRICT COUNCIL

I have read and fully understand the terms and conditions set out above and in the offer letter. On behalf of the above named organisation, I accept the grant award and all the conditions on which it is offered.

Signed:

Name:

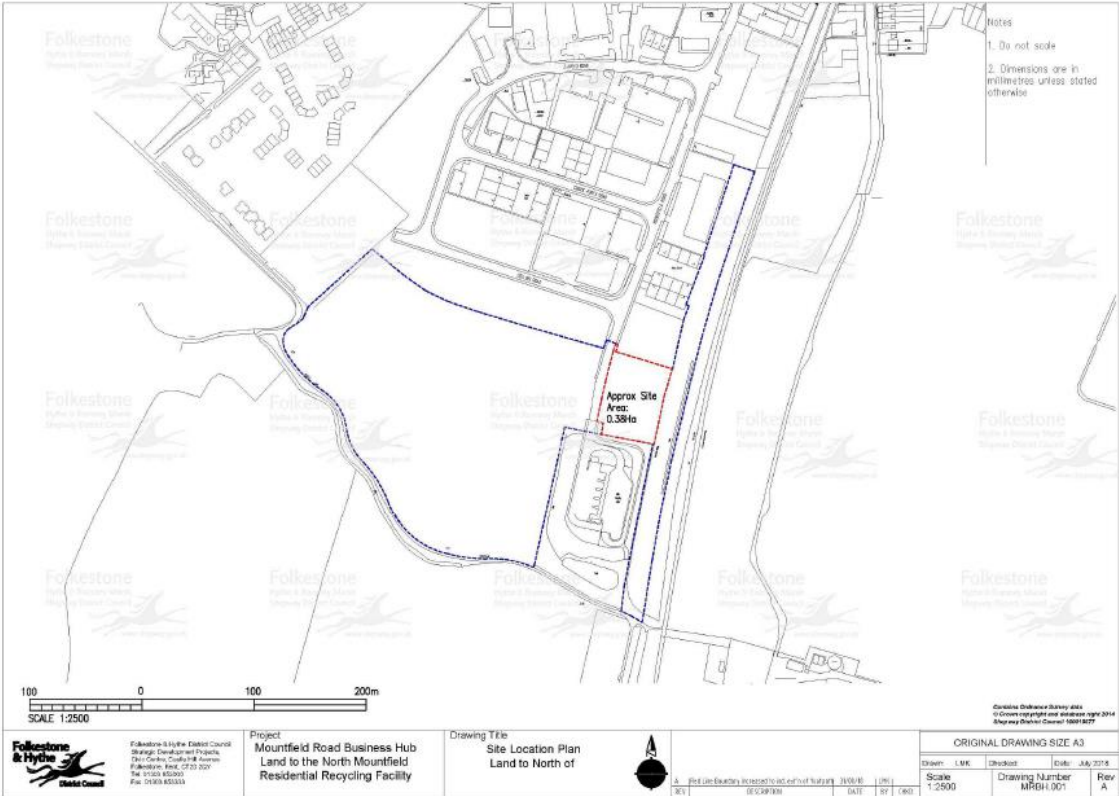
Position:

Organisation:

Date:

APPENDIX 2

PLAN OF SITE TO BE TRANSFERRED TO COUNCIL & EKSDC JOINTLY (Site outlined in red)



APPENDIX 3

HEADS OF TERMS DEVELOPED WITH EKSDC

| | |
|------------------------------------|---|
| Land interests | <ol style="list-style-type: none"> 1. Council owned land valued at £164,500 (EKSDC to complete own valuation). 2. Contractual Joint Venture with EKSDC 3. 100% of the land transferred into joint ownership of FHDC and EKSDC (eg. by 2 parties holding land as tenants in common). 4. Consideration payable by EKSDC to be determined. Potential to be nominal and capital cash contribution of FHDC reduced by the land value. |
| JV objectives | <ol style="list-style-type: none"> 1. To create 220 jobs in the ten years after the business hub first becomes tenanted. 2. Increase market confidence to invest in the area. 3. Optimise return on investment made for EKSDC and FHDC. 4. Development to achieve good environmental standard. 5. Such other objectives as determined by any grant award to the scheme. |
| JV partners' financial commitments | <ol style="list-style-type: none"> 1. Grant contribution secured by FHDC from Magnox/NDA Socio-economic Fund to make the project viable. 2. Less any grant funding, EKSDC and FHDC each contribute 50% of the remaining construction costs. 3. Contributions by FHDC and EKSDC limited to £735,000 each (including land value) unless otherwise agreed. 4. EKSDC will procure and manage the construction of the business hub and pay all professional fees and contractor stage payments. 5. EKSDC will seek re-imbursement from FHDC of the share of the above costs attributable to FHDC and NDA with full supporting bills agreed by the Employer's Agent. 6. FHDC will be responsible for seeking re-imbursement from the NDA. |
| Grant | <ol style="list-style-type: none"> 1. FHDC to agree outputs and outcomes with EKSDC and NDA. 2. FHDC to manage all grant funding arrangements with NDA. |

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| | <p>3. The JV to comply with the terms and conditions of the NDA grant.</p> |
| JV returns/surpluses | <p>1. EKSDC will be entitled to retain rental and other income to cover operating costs of the business centre.</p> <p>2. The income retained should not exceed 63% of gross rental income in any financial year other than the first year (when building up towards full occupancy) or otherwise by agreement with FHDC.</p> <p>3. Year-end performance assessed by EKSDC & FHDC jointly and decision made on distribution of any surplus.</p> |
| JV decision-making/governance | <p>1. Key stages of the procurement and contracting of the business hub to be led by EKSDC with FHDC involvement at all key stages.</p> <p>2. Operationally, EKSDC to provide management reports on a quarterly basis indicating space let, duration, income generated, rental levels achieved, SIC code for each business and number of employees.</p> <p>3. For the purposes of GDPR, FHDC and EKSDC to be joint data controllers.</p> <p>4. There will be at least four meetings each year. One will be to review half-year performance and review the business plan for the ensuing year including financial targets, marketing focus and job outcomes required. Another will be to review the annual performance for the completed year.</p> <p>5. FHDC may require EKSDC to meet at other times to review any matters relating to the management of the hub and potential for future expansion.</p> |
| Exit | <p>1. The JV to be for a period of 30 years, extendable by mutual consent.</p> <p>2. No party may dispose of its interest without the other's consent.</p> <p>3. When disposal of one party's interest is agreed, the other party will have the exclusive right to acquire this interest at open market value. Where this 'exclusive' right is not taken up, an interest may be marketed and any disposal agreed between the two parties.</p> |

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| | <p>4. Where with parties' exit is through involuntary closure, the interest of FHDC will pass to its successor organisation. In the case of EKSDC, the interest will pass to FHDC.</p> <p>5. Where the JV is ceased by mutual consent, each party will be entitled to 50% of the sale price less any costs and amounts repayable to the NDA in respect of the grant.</p> |
| Contracts/ appointments | <p>1. EKSDC will procure and manage the construction of the business hub as the employer.</p> <p>2. Public procurement rules will be used for tendering major contracts.</p> <p>3. EKSDC will be responsible for instructing suppliers, consultants and contractors as well as payments of invoices arising.</p> <p>4. The above applies equally to operating the business hub on completion.</p> <p>5. EKSDC will employ any staff relating to the operation of the business centre.</p> |
| Programme | <p>1. All parties will seek to achieve the agreed programme. (Please see updated programme in Appendix 4 of this report)</p> |
| VAT | <p>1. Opt to tax for VAT purposes (on land sales and tenancies).</p> <p>2. Opt to tax to be exercised prior to construction contract commencing.</p> |
| Disputes | <p>1. Any disputes to be resolved between the CEO of EKSDC and Chief Economic Development Officer.</p> <p>2. If the dispute cannot be resolved as described above, the matter be escalated to FHDC's relevant Cabinet member and the EKSDC Board Chair.</p> <p>3. If the dispute remains unresolved, the matter be referred for independent arbitration.</p> |
| Intellectual property | <p>1. Any intellectual property as arising during or in relation to the project will be shared equally.</p> <p>2. The tenancy at will agreement to be used for letting workspace will remain the property of EKSDC.</p> |
| Insurance | <p>1. EKSDC will arrange buildings insurance.</p> <p>2. EKSDC may obtain other types of insurance with the agreement of FHDC.</p> |

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| | <p>3. FHDC to be noted as an interested party/beneficiary on all insurances.</p> |
| Dealings | <p>1. The extension of the business hub is intended to be taken forward if both parties wish to fund the costs in equal proportion.</p> <p>2. Where this is not agreed between parties, one party can fund the total cost of the extension. The share of the surplus income will be shared between parties according to the amount of net lettable space funded.</p> <p>3. Both parties may allow a third party to fund the extension in total or part by way of a loan, grant or bond on terms to be agreed.</p> <p>4. Where neither party wishes to proceed with the extension of the building after 2026, any surplus land may be sold and the proceeds shared equally between FHDC and EKSDC subject to any requirement to repay the Magnox grant.</p> |

APPENDIX 4

TIMESCALE FOR CONSTRUCTION (pre-Covid 19)

| Key stages | Timeline |
|---|-------------------|
| Joint venture and funding agreements concluded | 30 June 2020 |
| Employer's Agent (EA) Appointed by EKSDC | 30 June 2020 |
| Build contract tendered by EKSDC/EA | 30 June 2020 |
| Tenders returned to EKSDC | 11 August 2020 |
| Tenders assessed by EA and report to EKSDC/FHDC | 25 August 2020 |
| Contractor interviews/ negotiation with shortlisted contractors and decision made | 15 September 2020 |
| Contract sent to contractor and returned | 29 September 2020 |
| Construction commences on-site | 10 November 2020 |
| Practical completion | 14 September 2021 |
| Final inspection | 15 March 2022 |