



Mr S Vinson
Liskeard Town Council
3-5 West Street
Liskeard
Cornwall
PL14 6BW

E: clld@cornwalldevelopmentcompany.co.uk
T: 07538 259576

15/07/2021

Dear Steve

Project: SE0032 Liskeard Makers Hub – Match Funding Grant confirmation
Reference Nos: MF014

I am delighted to be able to confirm that Cornwall Council (CC) via Cornwall Development Company Ltd (CDC) will provide Liskeard Town Council (the grant recipient) with a restricted grant ("The Grant") of up to **£310,408.16** (*Three hundred and ten thousand, four hundred and eight pounds and sixteen pence*) which equates to 45% of the total eligible expenditure related to the CLLD project, **£629,989.66** (*Six hundred and twenty-nine thousand, nine hundred and eighty nine pounds and sixty-six pence*).

This grant is conditional on Liskeard Town Council securing **£318,581.50** from the CLLD Programme. We require Liskeard Town Council to accept the Terms and Conditions appended to this letter before the grant payment is made and to provide a written declaration to this effect. Liskeard Town Council must also provide a letter requesting the drawdown of funds. Finally all **Conditions with Acceptance of Offer** on your CLLD Grant Funding Agreement must be met prior to the match funding being made available.

Please read the terms of the Match Funding Grant and complete the Declaration at the end using a 'wet' signature. Please send a copy of this back to CDC using the address below.

Yours sincerely

Nicky Pooley

Head of Corporate Services
Cornwall Development Company Ltd
On behalf of the **South and East Cornwall Community Led Local Development Programme**

www.cornwalldevelopmentcompany.co.uk

Cornwall Development Company Ltd is a local authority controlled company controlled by Cornwall Council
Tel: 01872 322 800 Fax: 01872 32 28 24 Email: mail@cornwalldevelopmentcompany.co.uk

Registered office: Bickford House, South Wheal Crofty, Station Road, Pool, Redruth, Cornwall, TR15 3QG
Registered in England and Wales No: 3668828, Vat Registration No. 730 2883 45



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European Union

European Structural
and Investment Funds

TERMS AND CONDITIONS OF THE GRANT

1. The Grant is offered on the condition that Liskeard Town Council secures **£318,581.50** from the CLLD Programme and has met all **Conditions with Acceptance of Offer** on the CLLD Grant Funding Agreement.
2. The Grant **£310,408.16** must be used to match fund the expenditure related to the CDC, and evidence of this expenditure must be provided through the CLLD Claims process.
3. The Grant Recipient accepts the terms and conditions herein and has provided a signed declaration as confirmation of this.
4. The Grant will be paid within 30 days of CDC receiving evidence of secured grants as per clause 1 and a signed letter requesting the funds from the Grant Recipient.
5. The Grant Recipient will be responsible for any cost overrun or additional services or works arising from this Project and no further funding from the CC or CDC will be available to cover this.
6. The Grant is not consideration for any taxable supply for VAT purposes from the Grant Recipient to the CC or CDC. There is no obligation on the CC or CDC to authorise any extension to pay the Grant Recipient any amounts in respect of VAT in addition to the Grant and the Grant is inclusive of VAT should any VAT be deemed to be payable.
7. The Grant Recipient will provide at its own cost all information reasonably required by CC or CDC to allow CDC to determine whether the outcomes of the CLLD project are being or have been successfully achieved.
8. The Grant Recipient will act in a fair and open manner without distinction as to the protected characteristics and in compliance with relevant legislation.
9. The Grant Recipient shall implement and maintain systems to prevent fraud and/or misappropriation of the Grant.
10. The Grant Recipient will inform CDC if any legal claims are made or threatened against the Grant Recipient which would adversely affect the delivery of the outcomes.
11. The Grant Recipient will inform the CDC in writing as soon as possible of any investigation which might affect the delivery of the Project.
12. The Grant Recipient will ensure its representatives will be available for meetings as reasonably required by CC or CDC and allow the Company and its agents and auditors full and free access to any records and accounts relating to the Grant.

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13. The payment of the Grant may be withheld or a demand for repayment of the Grant may be issued if the Grant Recipient:
- does not commence the Project activities by **1st September 2021**
 - fails to comply with these terms and conditions
 - fails to comply with the terms and conditions with CLLD Grant Funding agreement
 - gives significantly misleading or inaccurate information, whether deliberate or accidental at any time including but not limited to any information relating to the outcomes
 - becomes legally ineligible to receive or hold the Grant
 - does not provide the CC/CDC with information that the CC/CDC has requested
 - does anything which, in the opinion of the CC/CDC, requires public money to be protected
 - is or is likely to become insolvent
 - the project does not complete within 6 months of the expected end date

Publicity

14. In addition to the publicity requirements set out in the CLLD Grant Funding Agreement and guidance, the Grant Recipient will acknowledge the Grant publicly as appropriate and practical and will ensure that any publicity relating to the outcomes includes an acknowledgment of the funding from the CC and the CC's logo.
15. The Grant Recipient will comply with all laws regulating the way the outcomes delivered.

Outputs and Outcomes

16. The Grant Recipient will monitor the progress of the outcomes and complete and provide any reports required by the CC or CDC.
17. The Grant Recipient will send to the CC or CDC any further information that they may request in relation to the outcomes, the Grant Recipient, activities or such other information as either body may require from time to time.
18. The CC or CC may share information about the Grant and Project with third parties of its choice as well in response to information requests under the Freedom of Information Act 2000 or other relevant information law provisions.
19. The Grant and these terms and conditions are subject to English law.

State Aid

20. The CLLD ERDF investment for the capital build and Fab Lab element of the project is State Aid as defined under Articles 87 and 88 of the Treaty of Rome and is being granted under General Block Exemption Regulation (GBER2) Commission Regulation EU No. 651/2014 Articles 56. The GBER2 is a notified scheme and your project investment under the maximum State Aid that is permitted.

A total of **£272,775.25** of the Cornwall Council match funding is awarded under GBER2 Article 56 and is equivalent to **€313,859.45** as calculated on the date that this project was approved aid as calculated on the date that this project was approved.

21. The GBER2 is a notified scheme and your project investment under the maximum State Aid that is permitted. You must retain this letter for 3 years from the date on this letter and produce it on any request by the UK public authorities or the European Commission. (You may need to keep this letter for longer than three years for other purposes.)
22. A total of **£37,632.90** of the CC match funding is awarded as de minimis aid and is equivalent to **€43,301.01** as calculated on the date that this project was approved.
23. Under Commission Regulation (EU) No 1407/2013 (de minimis aid regulation), the ERDF supported CLLD Investment **in any equipment** is classed as de minimis aid. There is a ceiling of €200,000 for all de minimis aid provided to any one firm over a 3-year rolling period. Any de minimis aid awarded to you under this offer letter will be relevant if you wish to apply, or have applied, for any other **de minimis aid**. For the purposes of the de minimis regulation, you must retain this letter for 3 years from the date on this letter and produce it on any request by the UK public authorities or the European Commission. (You may need to keep this letter for longer than three years for other purposes.)

Contact

24. The principal contact for this project within Cornwall Development Company is Judith Hann, Programme Manager,
judith.hann@cornwalldevelopmentcompany.co.uk (Tel 07538 259576)



**CORNWALL COUNCIL
COMMUNITY LOCALLY LED DEVELOPMENT MATCH FUNDING**

DECLARATION

On behalf of my organisation (the Grant Recipient), I understand and accept:

- the terms and conditions of the Grant
- that the Grant Recipient will receive the Grant at its own risk and that the CC or CDC will not be responsible for any loss, damage or costs arising directly or indirectly from this process
- any misleading statements (whether deliberate or accidental) given at any point during the application process, or any information knowingly withheld, may result in the Grant Recipient's application being deemed invalid

On behalf of my organisation (the Grant Recipient), I confirm that:

- the Project, and the Grant Recipient's role in it, falls within the powers and purpose of the Grant Recipient
- it has the power to accept the Grant on the terms and conditions
- will repay the Grant if the terms are not being met

I understand that you will treat this information in line with the General Data Protection Regulations 2018 and the Freedom of Information Act 2000.

I am authorised, on behalf of my organisation, to sign this declaration.
On behalf of my organisation, I agree to the terms of Grant as laid out in this letter.

I confirm that my organisation has met all responsibilities relating to state aid and public procurement law and has implemented necessary actions.

NAME (please print)

SIGNATURE

POSITION

DATE

Please send the completed declaration original to the address below (FAO of CLLD) and a scan copy to clld@cornwaldevelopmentcompany.co.uk

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