



ANNEX 6

ESF FUNDING AGREEMENTS

This annex includes details of the following funding agreements between the Managing Authority and beneficiaries:

- 1) CFO Beneficiary Agreement
- 2) DWP CFO Memorandum of Understanding
- 3) Non CFO Agreement
- 4) Technical Assistance Agreement
- 5) Variation of contract documents

ANNEX 9(1) CFO BENEFICIARY AGREEMENT

Agreement Number	
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This Agreement is dated [insert date Agreement prepared day/month/year]

PARTIES

- 1.1 The Secretary of State for the Department for Work and Pensions (DWP), whose Head Office is Caxton House Tothill Street, London, Greater London, SW1H 9NA “the Managing Authority” (within DWP European Social Fund Division and including Government Office in the regions) operating on behalf of the Secretary of State.
- 1.2 The [insert CFO details] (“the Co-financing Organisation”).

THE PROGRAMME

- 2.1 England and Gibraltar European Social Fund (ESF) Convergence, Competitiveness and Employment Programme 2007- 2013. (Programme number 2007UK05UP001).
- 2.2 Programme Priority applicable to this Agreement [insert Priority number & name].

THE AGREEMENT

- 3.1 This Agreement authorises the CFO to select and approve ESF projects in accordance with EU and national procurement legislation. The selected projects will contribute to the delivery of the Operational Programme, the [insert region] Regional ESF Framework and the CFO Plan [specify]. The Managing Authority will reimburse the CFO for ESF expenditure properly incurred in accordance with the terms of this Agreement and Schedules.
- 3.2 This Agreement, together with the documents referred to herein and any additional terms formally agreed between the Managing Authority and the CFO constitute the entire understanding between the parties relating to the subject matter of this Agreement and except as maybe expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.
- 3.3 The parties do not intend any third parties to have any right to enforce any provision or this agreement under The Contracts (Rights or Third Parties) Act 1999.

- 3.4 Failure by the CFO to comply with the terms of this Agreement may result in termination of the Agreement and repayment of all ESF payments to the Managing Authority.

INTERPRETATION

- 4.1 In this Agreement, references to 'you' mean the CFO, 'the Managing Authority' means the Department for Work and Pensions European Social Fund Division including Government Offices, the 'Secretary of State' means the Secretary of State for Work and Pensions.

EFFECTIVE DATE

- 5.1 The date from which expenditure relating to this agreement becomes eligible is [insert the date that the CFO Plan is lodged with the Government Office].

EU AND NATIONAL REQUIREMENTS

- 6.1 The CFO is deemed to be fully aware of and must abide by and adhere to the following European Union (EU) Structural Fund Regulations as issued from time to time by the EU:
- 6.1.1 Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) 1260/1999
 - 6.1.2 Regulation 1081/2006 of the European Parliament and of the Council on the European Social Fund and repealing Regulation (EC) No 1784/1999
 - 6.1.3 Commission Regulation 1828/2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund Information and Publicity Measures
 - 6.1.4 Public Contracts Directive 2004/18/EC, implemented in the UK by Public Contracts Regulations 2006 (SI 2006 No 5)
 - 6.1.5 European Community State Aid rules applicable at the date that ESF support is granted

CFO'S OBLIGATIONS

The CFO agrees to:

- 7.1 Match ESF with eligible domestic funding at priority level in line with ESF CFO Beneficiary Guidance and Requirements. (To be eligible, match funding must support activity that is eligible in the Operational Programme and has been procured through competitive tendering).
- 7.2 Comply with and adhere to all EU Structural Fund Regulations, Public Procurement Directives and ESF CFO beneficiary guidance produced by the Managing Authority in delivering ESF priorities.
- 7.3 Ensure that providers contracted to deliver ESF provision comply and adhere to all EU Structural Fund Regulations.
- 7.4 Use best endeavours to deliver the outputs and results specified in Schedule 1 in accordance with the terms and conditions set out in the Agreement and Schedules and in accordance with the Co-financing Plan.
- 7.5 Repay any ESF expenditure that is deemed ineligible in accordance with Structural Fund Regulations and related guidance and in accordance with the specifications of this Agreement and Schedules.

THE MANAGING AUTHORITY OBLIGATIONS

The Managing Authority agrees to:

- 8.1 Comply with the payment provisions in Schedule 1 provided that full, accurate information and documentation has been completed in accordance with Schedules 1 and 2 and has been received by the Managing Authority.

MAXIMUM ESF PAYABLE

- 9.1 The Managing Authority will pay ESF:
 - 9.1.1 up to the maximum ESF payable in the CFO Plan for [insert region] and as set out in Schedule 1;
 - 9.1.2 as a contribution towards the total eligible costs of delivering activities set out in the CFO Plan [ref] and using the intervention rate in Schedule 1;
 - 9.1.3 only in respect of actual, eligible expenditure defrayed, subject to the provisions in Schedules 1 and 2. Any expenditure

incurred prior to [insert date CFO Plan lodged with GO] will be ineligible.

FINANCIAL ACCOUNTABILITY

- 10.1 The CFO must ensure compliance with the conditions set out in this Agreement. In particular the CFO must:
- 10.1.1 establish effective procurement, monitoring and financial systems, so that the cost of each activity, output and result expected to be generated can be clearly identified and the regularity of profiled payments and handling of ESF can be ensured;
 - 10.1.2 apply appropriate conditions to offers of ESF to third parties to ensure that the support complies with all the terms of this Agreement and associated guidance;
 - 10.1.3 notify the Managing Authority immediately if any financial irregularity in the use of ESF is suspected and indicate the steps being taken in response. (Irregularity means: infringement of a provision of Community law resulting from an act or omission by an economic operator which has, or would have the effect of prejudicing the general budget of the Communities by charging an unjustified item of expenditure to the Community budget);
 - 10.1.4 make documents available and provide reasonable access for:
 - 10.1.4.1 inspection visits and scrutiny of files by, but not limited to, representatives of the DWP Audit Authority, Managing Authority, Government Departments, the European Commission, National Audit Office (NAO) or the European Court of Auditors;
 - 10.1.4.2 external audits and review of activity and of financial, appraisal and monitoring systems.
- 10.2 The European Commission, the European Court of Auditors, Government Offices, NAO, DWP and other regulatory bodies as required by or on behalf of DWP will have right of access to the provider for audit and inspection purposes. Certification of outputs will usually be checked at the CFO but auditors may wish to visit providers to verify that participant outputs claimed have actually been achieved.

PAYMENT ARRANGEMENTS

- 11.1 Claims will be submitted at Priority level using the standard claim forms provided by the Managing Authority showing expenditure defrayed within the Priority. The claim should be sent to the finance team at the

Managing Authority in line with the timetable to be agreed with the Managing Authority. Incomplete or incorrect claims will be returned.

- 11.2 Payment of ESF can only be made when these and the conditions of entire Agreement have been met.

WITHHOLDING AND REPAYMENT OF ESF

- 12.1 The Managing Authority reserves the right to withhold any or all of the payments and / or require part or all of the ESF to be repaid if it is considered that:
- 12.1.1 the Priority level activity is not carried out in accordance with the CFO Plan;
 - 12.1.2 there is a substantial or material change in the nature, scale, costs, funding or timing of the Priority level activity described in this Agreement and the CFO Plan;
 - 12.1.3 the future of the activity described in the Priority level application is in jeopardy;
 - 12.1.4 there is unsatisfactory progress towards meeting the outputs and results specified in Schedule 1;
 - 12.1.5 any part of the activity has been funded from other EU funds;
 - 12.1.6 there is material irregularity in the way in which the activities are carried out;
 - 12.1.7 there is failure to comply with any condition in this Agreement and Schedules, in particular failure to provide information requested by the Managing Authority, the European Commission or the European Court of Auditors.
- 12.2 It is the responsibility of the CFO to notify the Managing Authority immediately if any of the above applies.
- 12.3 Any over-payment of ESF must be repaid to the Managing Authority on demand. If you become aware that ESF assistance has been over-paid, you must notify the Managing Authority immediately. The Managing Authority can recover any monies which are found not to be due by deducting such sums from any subsequent payment.
- 12.4 Neither the Secretary of State nor the Managing Authority accepts any liability in respect of loss attributable to any delay in the payment of claims or to any suspension, reduction or cancellation of ESF.

EXCHANGE RATE FLUCTUATIONS

- 13.1 The Managing Authority will advise the CFO if exchange rate fluctuations affect the maximum levels of ESF available.

AUDIT ARRANGEMENTS

- 14.1 During the term and for a period of three years after the European Commission make the final payment for the programme to the Managing Authority, the CFO is required to maintain or cause to be maintained, complete and accurate documents and records (whether in electronic format or otherwise) which relate to the services, the charges and the performance of the CFO obligations under this Agreement and the performance of each provider of its obligations under any sub contracts. The date from which the three year period begins (that is, the date on which the final payment is received by the Managing Authority) will be provided by the Managing Authority.
- 14.2 Documents and records must be maintained for the purpose of:
14. 2.1 the examination of the CFO accounts;
14. 2.2 any examination pursuant to the Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the CFO has used its resources;
14. 2.3 any form of investigation or audit by the Commissioners of the European Union or their representatives.
14. 3 DWP acting on its own or others behalf and those acting on its behalf may examine such documents as may reasonably be required which are owned, held or otherwise in the control of the CFO and its providers to produce oral or written explanations as considered necessary for the purposes of that examination.
- 14.4 The CFO and / or its contractors shall provide access to premises where the relevant documentation is held and all reasonable assistance (including the provision of onsite, photocopying, facsimile, and telecommunications facilities) at all times during the term and for the period outlined in paragraph 14.1 above.

PUBLICITY

- 15.1 The CFO and its contractors must comply with the European Commission and the Managing Authority publicity requirements specified in Schedule 2. The CFO is responsible for making sure that EU funding from ESF is publicised to ESF and match funded participants and the general public.

CROSS CUTTING THEMES

- 16.1 The CFO must comply with the EU and Managing Authority requirements on gender equality, equal opportunities and sustainable development as specified in guidance produced by the Managing Authority for the 2007 - 2013 Programme for England and Gibraltar.

AMENDMENT AND VARIATION

- 17.1 Any material changes to this Agreement must be agreed with the Managing Authority and approved before proceeding. This includes any changes resulting in more than 10% reduction in outputs and results at priority level.
- 17.2 No amendment or variation to this Agreement shall be effective unless:
- 17.2.1 it is in writing and signed by or on behalf of each of the parties;
- 17.2.2 all consequential amendments required to be made to the Agreement as a result of such amendments are addressed.
- 17.3 Failure to notify changes that alter the nature of the services or failure to obtain prior agreement to changes may result in withdrawal of all funding. The CFO must notify all changes in writing immediately and seek agreement from the Managing Authority before proceeding.

CHANGES TO CFO BENEFICIARY GUIDANCE AND REQUIREMENTS

- 18.1 All amendments, variations or additions made by the Managing Authority, from time to time, for the distribution and / or payment of monies and / or administration of any ESF provision or programme shall be notified to you via the ESF website and you shall be deemed to have both actual and constructive knowledge of such amendments, variations or additions from the date that they are placed on the ESF website. ESFD will use best endeavours to circulate any guidance in advance of publication on the website.

WAIVER

- 19.1 The failure of either party to insist on the strict performance of any provision of this Agreement, or failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not be considered to be a relaxation of the obligations established by this Agreement.
- 19.2 Any waiver by default shall not constitute a waiver of any subsequent default.

- 19.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

ASSIGNMENT AND SUB-CONTRACTING

- 20.1 The CFO shall not assign, sub-contract or in any way dispose of the Agreement or any part of it without prior approval from the Managing Authority. Sub-contracting any part of the Agreement shall not relieve the CFO of any obligation duly attributable to the CFO under the Agreement.

TERMINATION

- 21.1 The Managing Authority may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the CFO with immediate effect if the CFO commits a default and if:
- 21.1.1 the CFO has not remedied the default to the satisfaction of the Managing Authority within 30 days, or such period as may be specified by the Managing Authority, after written notice specifying the default and requesting it to be remedied;
 - 21.1.2 the default is not capable of remedy;
 - 21.1.3 the default is a fundamental breach of the Agreement.
- 21.2 The Managing Authority shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving three months written notice to the CFO. The Managing Authority may extend the period of notice at anytime before it expires.

LIABILITY

- 22.1 The CFO shall be liable for any expense liability, loss, claim or proceedings in respect of personal injury to or death of any person caused by the negligent act or omission or wilful default of the CFO in the provision of the programme, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission of some other person acting as the servant or agent of the Managing Authority.
- 22.2 The CFO shall be liable for any expense, liability, loss, claim or proceeding in respect of direct loss or damage to property belonging to the Managing Authority caused by the negligent act or omission or wilful default of the CFO in the provision of the programme, except to the extent (if any) that it was also caused or contributed to by the

negligent act or omission or wilful default of some other person acting as the servant or agent of the Managing Authority.

DATA PROTECTION

- 23.1 In carrying out this Agreement, the CFO shall maintain in existence throughout the term of the Agreement a registration with the Information Commissioner appropriate to the performance of this Agreement pursuant to the Data Protection Act 1998 and shall comply with all relevant requirements of the said Act and shall be liable for and shall indemnify the Managing Authority against any expense, loss, claims or proceedings arising as a result of or in connection with any breach of clause 29.
- 23.2 The CFO further undertakes to use any information or other material disclosed to it in connection with the programme solely for the purpose for which such information or other material was disclosed to it.

CONFIDENTIALITY

- 24.1 All documents and information relating to the programme received by the Parties and / or providers contracted to deliver ESF provision during or in connection with the performance of this Agreement shall be held by the Parties and / or providers in the strictest confidence subject to the Parties obligations to disclose information under the provisions of the Freedom of Information Act.
- 24.2 Subject to the Parties obligations to disclose information under the provisions of the Freedom of Information Act, all documents and information provided by either Party to the other during or in connection with the performance of the Agreement shall be treated as confidential if expressly stated by the issuing Party to be so. Such documents and information shall not be used by the receiving Party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving Party or to any other person without the consent of the issuing Party. The CFO shall use best endeavours to ensure that its employees and providers are under similar obligation of confidentiality in respect of the relevant documents and information.

FORCE MAJEURE

- 25.1 Neither Party shall be liable to the other if it is unable to perform any of its obligations in whole or part due to causes beyond its reasonable control. If such force majeure occurs, the Party affected shall notify the other Party in writing as soon as practicable. If the CFO is so affected, it shall, subject to the force majeure, provide such assistance as it is

liable to, to facilitate the implementation of such contingency plans as the Managing Authority shall propose to ensure the continuity of the programme.

NOTICES

- 26.1 Any notices required to be given under this Agreement shall be delivered personally or sent by first class post to the addresses of the Parties set out in this Agreement. Any such notices shall be deemed served if delivered personally, at the time of delivery or, if sent by post, 48 hours after posting.

LAW AND JURISDICTION

- 27.1 The formation, interpretation and operation of the Agreement and any disputes arising there under or any way connected with the subject matter of this Agreement shall be subject to English Law and the exclusive jurisdiction of the English Courts.

HOW TO ACCEPT

- 28.1 If you wish to accept the terms and conditions set out in the Agreement and Schedules, please sign and return both copies of the Agreement. The Agreement will then be binding on the CFO and the Managing Authority acting on behalf of the Secretary of State.
- 28.2 This will also signify that you understand the CFO Beneficiary Guidance and Requirements and that you will comply with the terms and conditions referred to in this Agreement, Schedules and all relevant regulations relating to the European Social Fund applicable at any given time.

I accept the terms and conditions of the Co-financing Agreement as set out above and in the attached Schedules.

CFO

Signed on behalf of CFO	
Name	
Position	
Organisation name and registered address	
Contact details	
Date	

DWP

Signed on behalf of Secretary of State	
Name	
Position	
Operational Address	
Contact Details	
Date	

SCHEDULE 1 – PAYMENTS OUTPUTS RESULTS

Priority (insert Priority number and name- use for all Priorities)

Note: enter the agreed Priority level funding, outputs, results and targets from the CFO Plan

Agreement Number	
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Maximum ESF payable (as set out in CFO Plan)	ESF as a percentage of total eligible CFO costs (intervention rate)
£	-

Total Eligible CFO Costs	ESF Funding	Match Funding (min 25%)	Anticipated Revenue	Total Yearly Cost
2007				
2008				
2009				
2010				
Totals				

Output and results targets (use with Priorities 1 & 4)

Target	Quantification
Outputs	
Total number of participants	
1.2 Number and % of participants who are unemployed (a) Number (b) Percentage	
1.3 Number and % of participants who are inactive (a) Number (b) Percentage	
1.4 Number and % of participants age 14 to 19 who are NEET or at risk of becoming NEET (a) Number (b) Percentage	
1.5 % of participants with disabilities or health conditions	
1.6 % of participants who are lone parents	
1.7 % of participants aged 50 or over	
1.8 % of participants from ethnic minorities	
1.9 % of female participants	
Results	
1.10 Number and % of participants in work on leaving (a) Number (b) Percentage	
1.11 Number and % of participants in work six months after leaving	
1.12 Number and % of economically inactive participants engaged in jobsearch activity or further learning (a) Number (b) Percentage	
1.13 Number and % of 14 to 19 year old NEETS or at risk in education, employment or training on leaving (a) Number (b) Percentage	

Output and results targets (use with Priorities 2 & 5)

Target	Quantification
<i>Outputs</i>	
2.1 Total number of participants	
2.2 Number and % of participants with basic skills needs (a) Number (b) Percentage	
2.3 Number and % of participants without level 2 qualifications (a) Number (b) Percentage	
2.4 Number and % of participants without level 3 qualifications (a) Number (b) Percentage	
2.5 % of participants with disabilities or health conditions	
2.6 % of participants aged 50 and over	
2.7 % of participants from ethnic minorities	
2.8 % of female participants	
<i>Results</i>	
2.9 Number and % of participants gaining basic skills (a) Number (b) Percentage	
2.10 Number and % of participants gaining level 2 qualifications (a) Number (b) Percentage	
2.11 Number and % of participants gaining level 3 qualifications (a) Number (b) Percentage	

SCHEDULE 2 – PUBLICITY

1. This schedule sets out the information and publicity requirements for the procurement and delivery of ESF activity covered by the whole CFO Plan, including all projects that are being delivered (in part or entirely) through CFO match funding.
2. The requirements relate to ESF and match funded activity and include measures that must be observed to comply with the publicity requirements of the European Commission and Secretary of State.
3. The CFO and its providers are required to acknowledge financial help from the ESF. The CFO is responsible for ensuring that EU funding from ESF is publicised to ESF and match funded participants and the general public.
4. The CFO and its providers are required to implement specific ESF information and publicity measures as required by this Schedule and the ESF CFO beneficiary guidance. At CFO level these measures include:
 - the development, implementation and review of an ESF Communication Plan, which sets out the strategy and measures through which the CFO and its providers will meet information and publicity requirements, including raising awareness of EU/ESF support amongst ESF and match funded participants and the general public.
 - displaying the ESF logo and publicising EU support in line with ESF branding guidance provided in the ESF Co-financing guidance and on the ESF website www.esf.gov.uk. These include, but are not restricted to use on the following:
 - information and publicity materials;
 - the erection and display of an ESF plaque (provided by the Managing Authority) at the CFO premises;
 - the distribution of ESF plaques (provided by the Managing Authority) to all ESF and match funded providers.
 - the dissemination as widely as possible of information on funding opportunities offered by the joint assistance from ESF and CFO match funds, including clear and detailed information on at least the following:
 - the funding available and conditions of eligibility to be met in order to qualify for financing;
 - a description of the procedures for examining applications for funding and of the time periods involved
 - the criteria for selecting the operations to be financed;
 - the contacts who can provide information on the measures to be co-financed.
 - the provision of data to the Managing Authority about the CFO and its providers of ESF and match funded activity, for inclusion in the publicly

accessible list of CFOs and projects

- giving ESF and match funded providers clear and comprehensive information about their publicity requirements through contractual arrangements, supporting guidance and other measures. At provider level, these requirements include, but are not restricted to:
 - ensuring all ESF and match funded participants are notified and reminded of EU and ESF support throughout their activity.
 - displaying the ESF logo and publicising EU support in line with ESF branding guidance on any document, including any attendance or other certificate concerning the administration of the ESF / match funded activity;
 - the provision of data about the project to the CFO, for inclusion in the publicly accessible database of CFOs and providers.
 - reviewing provider compliance with information and publicity requirements through formal monitoring checks and other measures, and instigating the taking of remedial activity where necessary.
5. In addition, the CFO is required to undertake and / or support other measures to publicise the ESF programme that are agreed at national and regional levels and / or which may be required by the Managing Authority. Such measures may arise from:
- the Communication Plan for the 2007-2013 England and Gibraltar ESF Programme (and any updates to the Plan).
 - the annual Information and Publicity Plan (developed each year by the Managing Authority in consultation with CFOs).
 - requests arising from national, regional or local EU / ESF programme committees and/or publicity networks.
 - requests made by the Managing Authority and / or regional partners, which may include but are not restricted to the following:
 - planning and delivery of national and regional campaigns or events to publicise ESF;
 - development and issue of press releases;
 - development, maintenance and updating of (complementary) ESF websites;
 - production and distribution of newsletters / e-zines and other publicity materials such as booklets;
 - provision of and publicising news stories and case studies showcasing activities, outcomes and added value;
 - the organisation and publicising of ESF visits by VIPs such as Government Ministers and representatives of the European Commission;
 - the production of annual information reports required by the European Commission;
 - evaluation of information and publicity activity;

- general networking and exchange of good practice.

Annex 9(2) DWP CFO Memorandum of Understanding

Memorandum Number	
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Between:

1.1 The Department for Work and Pensions (DWP) Managing Authority (within DWP European Social Fund Division (ESFD) and Government Offices in the Regions) operating on behalf of the Secretary of State

and

1.2 The Department for Work and Pensions within WWEG Delivery Directorate operating as a Co-financing Organisation (DWP CFO) in [insert Region]

PURPOSE AND SCOPE

- 2.1 The purpose of this Memorandum, which does not create any legal relations between the parties, is to set out the obligations of DWP CFO in delivering performance and compliance requirements that constitute this agreement on the arrangements for selection and approval of European Social Fund (ESF) projects that will contribute to the England ESF Operational Programme 2007-2013, the regional ESF frameworks and the ESF CFO Plans for WWEG,
- 2.2 The Managing Authority will reimburse DWP CFO for ESF expenditure properly incurred in accordance with the terms of this Memorandum.

EFFECTIVE DATE

- 3.1 The date from which expenditure relating to this memorandum becomes eligible is [insert the date that the first CFO Plan is lodged with the Government Office].

EU AND NATIONAL REQUIREMENTS

- 4.1 DWP CFO must comply with the following EU Structural Fund Regulations as issued from time to time by the EU:
- 4.2 Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) 1260/1999.
- 4.3 Regulation 1081/2006 of the European Parliament and of the Council on the European Social Fund and repealing Regulation (EC) No

1784/1999.

- 4.4 Commission Regulation 1828/2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund Information and Publicity Measures.
- 4.5 Public Contracts Directive 2004/18/EC, implemented in the UK by Public Contracts Regulations 2006 (SI 2006 No 5).
- 4.6 European Community State Aid rules applicable at the date that ESF support is granted.
- 4.7 If there are areas of doubt, both parties will seek to agree a common understanding of the requirements of the Regulations.

CHANGES TO CFO BENEFICIARY GUIDANCE AND REQUIREMENTS

- 5.1 All amendments, variations or additions made by the Managing Authority from time to time, for the distribution and / or payment of monies and / or administration of any ESF provision or programme will be notified to you via the ESF website. Changes will be effective from the date they are placed on the website. The Managing Authority will circulate any guidance in advance of publication on the website.

SERVICES TO BE PROVIDED

DWP CFO will:

- 6.1 Match ESF with eligible domestic funding at Priority and regional level (including phasing in areas) in line with ESF CFO Beneficiary Guidance and Requirements. (To be eligible, match funding must support activity that is eligible in the Operational Programme and has been procured through competitive tendering).
- 6.2 Select and approve projects through a tendering process to deliver ESF activities that meets EU Procurement guidelines.
- 6.3 Comply with all European Union (EU) Structural Fund Regulations, Public Procurement Directives and ESF guidance produced by the Managing Authority in delivering ESF priorities.
- 6.4 Ensure that providers contracted to deliver ESF provision are fully aware of the requirements of the EU Structural Fund Regulations for ESF and match funding.

- 6.5 Use all reasonable endeavours to deliver the outputs and results agreed for each region and specified in Schedule 1 in accordance with the terms and conditions set out in the Memorandum and Schedules and in accordance with the Co-financing Plan.
- 6.6 Repay any ESF expenditure that is deemed ineligible in accordance with Structural Fund Regulations and related guidance and in accordance with the specifications of this Memorandum and Schedules.

MAXIMUM ESF PAYABLE

The Managing Authority will pay ESF:

- 7.1 Up to the maximum ESF payable in the CFO Plan for [insert region] and as set out in schedule 1.
- 7.2 As a contribution towards the total eligible costs of delivering activities set out in the CFO Plans and using the intervention rate in schedule 1.
- 7.3 Only in respect of actual, eligible expenditure defrayed, subject to the provisions in Schedule 1. Any expenditure incurred prior to [insert date first CFO Plan lodged with GO] will be ineligible.

FINANCIAL ACCOUNTABILITY

- 8.1 DWP CFO must ensure compliance with the conditions set out in this Memorandum. In particular DWP CFO must:
 - 8.1.1 establish effective procurement, monitoring and financial systems, so that the cost of activities and results generated at CFO Plan level can be clearly identified and the reliability of profiled payments and handling of ESF can be ensured;
 - 8.1.2 apply appropriate conditions to offers of ESF to third parties to ensure that the support complies with all the terms of this Agreement and associated guidance
 - 8.1.3 notify the Managing Authority if any financial irregularity in the use of ESF is suspected and indicate the steps being taken in response. (Irregularity means: infringement of a provision of Community law resulting from an act or omission by an economic operator which has, or would have, the effect of prejudicing the general budget of the Communities by charging an unjustified item of expenditure to the

Community budget)

- 8.2 Make documents available and provide reasonable access for:
 - 8.2.1 inspection visits and scrutiny of files by, but not limited to, representatives of the DWP Audit Authority, the Managing Authority, the Certifying Authority, Government Departments, the European Commission National Audit Office (NAO) or the European Court of Auditors;
 - 8.2.2 external audits and review of activity and of financial, appraisal and monitoring systems.
- 8.3 The European Commission, the European Court of Auditors, Government Offices, NAO, DWP Audit Authority and other regulatory bodies as required by or on behalf of DWP will have right of access to the provider for audit and inspection purposes. Certification of results will usually be checked at the CFO but auditors may wish to visit providers to verify that participant results claimed have actually been achieved.

PAYMENT ARRANGEMENTS

- 9.1 Claims will be submitted at CFO Plan level for each region using the standard claim forms provided by the Managing Authority showing expenditure defrayed within the Priority. The claim should be sent to the Government Office in line with the timetable to be agreed with the Managing Authority. Incomplete or incorrect claims will be returned.
- 9.2 Payment of ESF can only be made when these conditions have been met.
- 9.3 The Managing Authority will make payments to the bank account nominated by DWP CFO

WITHHOLDING AND REPAYMENT OF ESF

- 10.1 The Managing Authority reserves the right to withhold any or all of the payments and / or require part or all of the ESF to be repaid if it is considered that:
 - 10.1.1 the Priority level activity is not carried out in accordance with the CFO Plan;
 - 10.1.2 there is a substantial or material change in the nature, scale, costs, funding or timing of the Priority level activity described in

this Memorandum and the CFO Plan;

- 10.1.3 the future of the activity described in the Priority level application is in jeopardy;
 - 10.1.4 there is unsatisfactory progress towards meeting the outputs and results specified in Schedule 1;
 - 10.1.5 any part of the activity has been funded from other EU funds;
 - 10.1.6 there is material irregularity in the way in which the activities are carried out;
 - 10.1.7 there is failure to provide information requested by the Managing Authority, the Certifying Authority, the European Commission, the European Court of Auditors, or the Audit Authority.
- 10.2 It is the responsibility of DWP CFO to notify the Managing Authority immediately if any of the above applies.
- 10.3 Any over-payment of ESF must be repaid to the Managing Authority on demand. If you become aware that ESF assistance has been over-paid, you must notify the Managing Authority immediately. The Managing Authority can recover any monies which are found not to be due by deducting such sums from any subsequent payment.

EXCHANGE RATE FLUCTUATIONS

- 11.1 The Managing Authority will advise DWP CFO if exchange rate fluctuations affect the maximum levels of ESF available.

AUDIT ARRANGEMENTS

- 12.1 During the term and for a period of three years after the European Commission makes the final payment for the programme to the Managing Authority, DWP CFO is required to maintain or cause to be maintained, complete and accurate documents and records (whether in electronic format or otherwise) which relate to the services, the charges and the performance of its obligations under this Memorandum and the performance of each provider of its obligations under any sub contracts. The date from which the three year period begins (that is, the date on which the final payment is received by the Managing Authority) will be provided by the Managing Authority.
- 12.2 Documents and records must be maintained for the purpose of:
 - 12.2.1 the examination and certification of DWP's accounts;

- 12.2.2 any examination pursuant to the Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DWP CFO has used its resources;
- 12.2.3 any form of investigation or audit by the Commissioners of the European Union or their representatives.
- 12.3 The Managing Authority, the Certifying Authority and DWP Audit Authority acting on its own or others behalf and those acting on its behalf may examine such documents as may reasonably be required which are owned, held or otherwise in the control of the CFO and its providers to produce oral or written explanations as considered necessary for the purposes of that examination or that certification.
- 12.4 DWP CFO and / or its contractors shall provide access to premises where the relevant documentation is held and all reasonable assistance (including the provision of onsite, photocopying, facsimile, and telecommunications facilities) at all times during the term and for the period outlined in paragraph 12.1 above.

PUBLICITY

- 13.1 DWP CFO and its contractors must comply with the European Commission and the Managing Authority publicity requirements specified in Schedule 2. DWP CFO is responsible for making sure that EU funding from ESF is publicised to ESF and match funded participants and the general public.

CROSS CUTTING THEMES

- 14.1 DWP CFO must comply with the EU and the Managing Authority's requirements on gender equality, equal opportunities and sustainable development as specified in guidance produced by the Managing Authority for the 2007 - 2013 Programme for England and Gibraltar.

AMENDMENTS AND VARIATION

- 15.1 Any amendments or variations to this Memorandum must be in writing and signed by DWP CFO and the Managing Authority.
- 15.2 Any changes to your application for funding must be agreed with the Managing Authority and approved before proceeding. This includes any changes resulting in more than 10% reduction in outputs and results at Priority level.

I accept the conditions set out in this Memorandum and Schedules:

Signed on behalf of DWP CFO	
Name	
Position	
Operational address	
Contact details	
Date	

Signed on behalf of the Managing Authority	
Name	
Position	
Operational Address	
Contact Details	
Date	

SCHEDULE 1 – PAYMENTS OUTPUTS RESULTS for [insert] REGION

Priority (insert Priority number and name – use for Priority 1 & 4)

Note: enter the agreed Priority level funding, outputs, results and targets from the DWP CFO Plan

Memorandum Number	
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Maximum ESF payable (as set out in CFO Plan)	ESF as a percentage of total eligible CFO costs (intervention rate)
£	-

Total Eligible CFO Costs	ESF Funding	Match Funding (min 25%)	Anticipated Revenue	Total Yearly Cost
2007				
2008				
2009				
2010				
Totals				

Output and results targets (use with Priorities 1 & 4)

Target	Quantification
Outputs	
Total number of participants	
1.2 Number and % of participants who are unemployed (a) Number (b) Percentage	
1.3 Number and % of participants who are inactive (a) Number (b) Percentage	
1.4 Number and % of participants age 14 to 19 who are NEET or at risk of becoming NEET (a) Number (b) Percentage	Not applicable to DWP provision
1.5 % of participants with disabilities or health conditions	
1.6 % of participants who are lone parents	
1.7 % of participants aged 50 or over	
1.8 % of participants from ethnic minorities	
1.9 % of female participants	
Results	
1.10 Number and % of participants in work on leaving (a) Number (b) Percentage	
1.11 Number and % of participants in work six months after leaving	Not applicable to DWP
1.12 Number and % of economically inactive participants engaged in jobsearch activity or further learning (a) Number (b) Percentage	
1.13 Number and % of 14 to 19 year old NEETS or at risk in education, employment or training on leaving (a) Number (b) Percentage	Not applicable to DWP provision

SCHEDULE 2 – PUBLICITY

1. This schedule sets out the information and publicity requirements for the procurement and delivery of ESF activity covered by the whole CFO Plan, including all projects that are being delivered (in part or entirely) through CFO match funding.
2. The requirements relate to ESF and match funded activity and include measures that must be observed to comply with the publicity requirements of the European Commission and Secretary of State.
3. DWP CFO and its providers are required to acknowledge financial help from the ESF. DWP CFO is responsible for ensuring that EU funding from ESF is publicised to ESF and match funded participants and the general public.
4. DWP CFO and its providers are required to implement specific ESF information and publicity measures as required by this Schedule and the ESF CFO beneficiary guidance. At CFO level these measures include:
 - the development, implementation and review of an ESF Communication Plan, which sets out the strategy and measures through which the DWP CFO and its providers will meet information and publicity requirements, including raising awareness of EU / ESF support amongst ESF and match funded participants and the general public.
 - displaying the ESF logo and publicising EU support in line with ESF branding guidance provided in the ESF Co-financing guidance and on the ESF website www.esf.gov.uk. These include, but are not restricted to use on the following:
 - information and publicity materials;
 - the erection and display of an ESF plaque (provided by the Managing Authority) at DWP CFO premises;
 - the distribution of ESF plaques (provided by the Managing Authority) to all ESF and match funded providers.
 - the dissemination as widely as possible of information on funding opportunities offered by the joint assistance from ESF and CFO match funds, including clear and detailed information on at least the following:
 - the funding available and conditions of eligibility to be met in order to qualify for financing;
 - a description of the procedures for examining applications for funding and of the time periods involved
 - the criteria for selecting the operations to be financed;
 - the contacts who can provide information on the measures to be co-

financed.

- the provision of data to the Managing Authority about the CFO and its providers of ESF and match funded activity, for inclusion in the publicly accessible list of CFOs and projects.
 - giving ESF and match funded providers clear and comprehensive information about their publicity requirements through contractual arrangements, supporting guidance and other measures. At provider level, these requirements include, but are not restricted to:
 - ensuring all ESF and match funded participants are notified and reminded of EU and ESF support throughout their activity.
 - displaying the ESF logo and publicising EU support in line with ESF branding guidance on any document, including any attendance or other certificate concerning the administration of the ESF / match funded activity;
 - the provision of data about the project to DWP CFO, for inclusion in the publicly accessible list of CFOs and providers.
 - reviewing provider compliance with information and publicity requirements through formal monitoring checks and other measures, and instigating the taking of remedial activity where necessary.
5. In addition, DWP CFO is required to undertake and / or support other measures to publicise the ESF programme that are agreed at national and regional levels and / or which may be required by the Managing Authority. Such measures may arise from:
- the Communication Plan for the 2007-2013 England and Gibraltar ESF Programme (and any updates to the Plan).
 - the annual Information and Publicity Plan (developed each year by the Managing Authority in consultation with CFOs).
 - requests arising from national, regional or local EU / ESF programme committees and / or publicity networks.
 - requests made by the Managing Authority which may include but are not restricted to the following:
 - planning and delivery of national and regional campaigns or events to publicise ESF;
 - development and issue of press releases;
 - development, maintenance and updating of (complementary) ESF websites;
 - production and distribution of newsletters / e-zines and other publicity materials such as booklets;
 - provision of and publicising news stories and case studies showcasing activities, outcomes and added value;
 - the organisation and publicising of ESF visits by VIPs such as Government Ministers and representatives of the European

Commission;

- the production of annual information reports required by the European Commission;
- evaluation of information and publicity activity;
- general networking and exchange of good practice.

ANNEX 9(3) NON-CFO AGREEMENT

Agreement Number	
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This Agreement is dated [insert date Agreement prepared day/month/year]

PARTIES

- 1.1 The Secretary of State for the Department for Work and Pensions (DWP), whose Head Office is Caxton House Tothill Street, London, Greater London, SW1H 9NA “the Managing Authority” (within DWP European Social Fund Division and including Government Office in the regions) operating on behalf of the Secretary of State.
- 1.2 [insert Applicant details] (“the Applicant”).

THE PROGRAMME

- 2.1 England and Gibraltar European Social Fund (ESF) Convergence, Competitiveness and Employment Programme 2007- 2013. (Programme number 2007UK05UP001).
- 2.2 Programme Priority applicable to this Agreement [insert Priority number & name].

THE AGREEMENT

- 3.1 In this Agreement the Applicant [insert name] agrees to deliver the project in line with the Operational Programme and the application for European Social Fund (ESF) support dated [insert date of application].
 - 3.1.1 The Managing Authority will pay ESF to the Applicant for eligible expenditure properly incurred in accordance with the terms of this Agreement and Schedules and national legislation.
 - 3.1.2 The project will contribute to the delivery of the Operational Programme and the [insert region] regional ESF Framework.
 - 3.1.3 The Managing Authority will reimburse the Applicant for ESF expenditure properly incurred in accordance with the terms of this Agreement and Schedules.
- 3.2 This Agreement, together with the documents referred to herein and any additional terms formally agreed between the Managing Authority and the Applicant constitute the entire understanding between the parties relating to the subject matter of this Agreement and except as

maybe expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

- 3.3 The parties do not intend any third parties to have any right to enforce any provision or this agreement under The Contracts (Rights or Third Parties) Act 1999.
- 3.4 Failure by the Applicant to comply with the terms of this Agreement may result in termination of the Agreement and repayment of all ESF payments to the Managing Authority.

INTERPRETATION

- 4.1 In this Agreement, references to the 'Applicant' or 'you' mean the organisation entering this Agreement. The 'Managing Authority' means the Department for Work and Pensions European Social Fund Division including Government Offices, the 'Secretary of State' means the Secretary of State for Work and Pensions.

EFFECTIVE DATE

- 5.1 The date from which expenditure relating to this agreement becomes eligible is [insert agreed start date for ESF application].

EU AND NATIONAL REQUIREMENTS

- 6.1 The Applicant is deemed to be fully aware of and must abide by and adhere to the following EU Structural Fund Regulations as issued from time to time by the EU:
 - 6.1.1 Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) 1260/1999;
 - 6.1.2 Regulation 1081/2006 of the European Parliament and of the Council on the European Social Fund and repealing Regulation (EC) No 1784/1999;
 - 6.1.3 Commission Regulation 1828/2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European

- 6.1.4 Regional Development Fund Information and Publicity Measures;
EC State Aid rules applicable at the date that ESF support is granted.

APPLICANT'S OBLIGATIONS

The Applicant [insert name] agrees to:

- 7.1 Match ESF with eligible domestic funding at priority level in line with ESF (Non Co-financing Organisation (CFO) Beneficiary Guidance.
- 7.2 Comply with and adhere to all European Union (EU) Structural Fund Regulations, Public Procurement Directives and ESF (Non CFO) Beneficiary Guidance produced by the Managing Authority in delivering ESF priorities.
- 7.3 Ensure that any subcontracted ESF provision complies with all EU Structural Fund Regulations.
- 7.4 Use best endeavours to deliver the outputs and results specified in Schedule 1 in accordance with the terms and conditions set out in the Agreement and Schedules.
- 7.5 Repay any ESF expenditure that is deemed ineligible in accordance with Structural Fund Regulations and related guidance and in accordance with the specifications of this Agreement and Schedules.

THE MANAGING AUTHORITY OBLIGATIONS

The Managing Authority agrees to:

- 8.1 Comply with the payment provisions in Schedule 1 provided that full, accurate information and documentation has been completed in accordance with Schedules 1 and 2 and has been received by the Managing Authority.

MAXIMUM ESF PAYABLE

- 9.1 The Managing Authority will pay ESF:
 - 9.1.1 up to the maximum ESF payable as set out in Schedule 1;
 - 9.1.2 as a contribution towards the total eligible costs of delivering agreed activities set out in the Application and using the

intervention rate in Schedule 1;

- 9.1.3 only in respect of actual, eligible expenditure defrayed, subject to the provisions in Schedule 1. Any expenditure incurred prior to [insert date agreed start date as in 5.1] will be ineligible.

FINANCIAL ACCOUNTABILITY

- 10.1 The Applicant must ensure compliance with the conditions set out in this Agreement. In particular the Applicant must:
- 10.1.1 establish effective monitoring and financial systems, so that the cost of each activity, output and result expected to be generated can be clearly identified.
- 10.1.2 apply appropriate conditions to offers of ESF to any sub contractors to ensure that the support complies with all the terms of this Agreement and associated guidance;
- 10.1.3 notify the Managing Authority immediately if any financial irregularity in the use of ESF is suspected and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement, or use of funds for purposes other than that approved;
- 10.1.4 make documents available and provide reasonable access for:
- 10.1.4.1 inspection visits and scrutiny of files by, but not limited to, representatives of the DWP Audit Authority, Managing Authority, Government Departments, the European Commission, National Audit Office (NAO) or the European Court of Auditors;
- 10.1.4.2 external audits and review of activity and of financial, appraisal and monitoring systems.
- 10.2 The European Commission, the European Court of Auditors, Government Offices, NAO, DWP and other regulatory bodies as required by or on behalf of DWP will have right of access to the Applicant for audit and inspection purposes. Auditors may wish to visit any sub contractors to check that expenditure claimed is actual, eligible and relevant.

PAYMENT ARRANGEMENTS

- 11.1 Claims will be submitted at Priority level using the standard claim forms provided by the Managing Authority showing expenditure defrayed within the Priority. The claim should be sent to the Government Office

in line with the timetable to be agreed with the Managing Authority. Incomplete or incorrect claims will be returned.

- 11.2 Payment of ESF is dependant upon compliance with the conditions set out in this Agreement, Schedules and the Application.

WITHHOLDING AND REPAYMENT OF ESF

- 12.1 The Managing Authority reserves the right to withhold any or all of the payments and / or require part or all of the ESF to be repaid if it is considered that:
- 12.1.1 the Priority level activity is not carried out in accordance with this Agreement, Schedules and the Application;
 - 12.1.2 there is a substantial or material change in the nature, scale, costs, funding or timing of the Priority level activity described in this Agreement, Schedules and the Application;
 - 12.1.3 the future of the activity described in the Priority level application is in jeopardy;
 - 12.1.4 there is unsatisfactory progress towards meeting the outputs and results specified in Schedule 1;
 - 12.1.5 any part of the activity has been funded from other EU funds;
 - 12.1.6 there is material irregularity in the way in which the activities are carried out;
 - 12.1.7 there is failure to comply with any condition in this Agreement and Schedules, in particular failure to provide information requested by the Managing Authority, the European Commission or the European Court of Auditors.
- 12.2 It is the responsibility of the Applicant to notify the Managing Authority immediately if any of the above applies.
- 12.3 Any over-payment of ESF must be repaid to the Managing Authority on demand. If you become aware that ESF assistance has been over-paid, you must notify the Managing Authority immediately.
- 12.4 The Managing Authority can recover any monies which are found not to be due by deducting such sums from any subsequent payment. The right of deduction extends to any agreement between any part of Her Majesty's Government and the Applicant.
- 12.5 Neither the Secretary of State nor the Managing Authority accepts any liability in respect of loss attributable to any delay in the payment of claims or to any suspension, reduction or cancellation of ESF.

EXCHANGE RATE FLUCTUATIONS

- 13.1 The Managing Authority will advise the Applicant if exchange rate fluctuations affect the maximum levels of ESF available.

AUDIT ARRANGEMENTS

- 14.1 During the term and for a period of three years after the European Commission make the final payment for the programme to the Managing Authority, the Applicant is required to maintain or cause to be maintained, complete and accurate documents and records (whether in electronic format or otherwise) which relate to the services, the charges and the performance of the Applicant's obligations under this Agreement and that of any sub contracted provision. The date from which the three year period begins (that is, the date on which the final payment is received by the Managing Authority) will be provided by the Managing Authority.
- 14.2 Documents and records must be maintained for the purpose of:
14. 2.1 the examination of the Applicant's accounts;
14. 2.2 any examination pursuant to the Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Applicant has used its resources;
14. 2.3 any form of investigation or audit by the Commissioners of the European Union or their representatives.
- 14.3 DWP acting on its own or others behalf and those acting on its behalf may examine such documents as may reasonably be required which are owned, held or otherwise in the control of the Applicant or any sub contractors to produce oral or written explanations as considered necessary for the purposes of that examination.
- 14.4 The Applicant and any sub contractors shall provide access to premises where the relevant documentation is held and all reasonable assistance (including the provision of onsite, photocopying, facsimile, and telecommunications facilities) at all times during the term and for the period outlined in paragraph 14.1 above.
- 14.5 The Applicant and any sub contractors must comply with the deadlines set by the Managing Authority for any requests for information concerning the progress of the project in whatever form. In particular, you must allow the Secretary of State, the Department, the European Commission and the European Court of Auditors or their representatives to inspect the project at any time and to provide without delay any further information including documents or any other items that they may require.

PUBLICITY

- 15.1 The Applicant and any sub contractors must comply with the European Commission and the Managing Authority publicity requirements specified in Schedule 2. The Applicant is responsible for making sure that EU funding from ESF is publicised to ESF and match funded participants and the general public.

CROSS CUTTING THEMES

- 16.1 The Applicant must comply with the EU and Managing Authority requirements on gender equality, equal opportunities and sustainable development as specified in guidance produced by the Managing Authority for the 2007 - 2013 Programme for England and Gibraltar.

AMENDMENT AND VARIATION

- 17.1 Any material changes to this Agreement must be agreed with the Managing Authority and approved before proceeding. This includes any changes resulting in more than 10% reduction in outputs and results at priority level.
- 17.2 No amendment or variation to this Agreement shall be effective unless:
- 17.2.1 it is in writing and signed by or on behalf of each of the parties;
 - 17.2.2 all consequential amendments required to be made to the Agreement as a result of such amendments are addressed.
- 17.3 Failure to notify changes that alter the nature of the services or failure to obtain prior agreement to changes may result in withdrawal of all funding. The Applicant must notify all changes in writing immediately and seek agreement from the Managing Authority before proceeding.

CHANGES TO ESF (Non CFO) BENEFICIARY GUIDANCE AND REQUIREMENTS

- 18.1 All amendments, variations or additions made by the Managing Authority, from time to time, for the distribution and / or payment of monies and / or administration of any ESF provision or programme shall be notified to you via the ESF website and you shall be deemed to have both actual and constructive knowledge of such amendments, variations or additions from the date that they are placed on the ESF website. ESFD will use best endeavours to circulate any guidance in advance of publication on the website.

WAIVER

- 19.1 The failure of either party to insist on the strict performance of any

provision of this Agreement, or failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not be considered to be a relaxation of the obligations established by this Agreement.

19.2 Any waiver by default shall not constitute a waiver of any subsequent default.

19.3 Waiver of any of the provisions of this Agreement shall not be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

ASSIGNMENT AND SUB-CONTRACTING

20.1 The Applicant shall not assign, sub-contract or in any way dispose of the Agreement or any part of it without prior approval from the Managing Authority. Sub-contracting any part of the Agreement shall not relieve the Applicant of any obligation duly attributable to the Applicant under the Agreement.

TERMINATION

21.1 The Managing Authority may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Applicant with immediate effect if the Applicant commits a default and if:

21.1.1 the Applicant has not remedied the default to the satisfaction of the Managing Authority within 30 days, or such period as may be specified by the Managing Authority, after written notice specifying the default and requesting it to be remedied;

21.1.2 the default is not capable of remedy;

21.1.3 the default is a fundamental breach of the Agreement.

21.2 The Managing Authority shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving three months written notice to the Applicant. The Managing Authority may extend the period of notice at anytime before it expires.

LIABILITY

22.1 The Applicant shall be liable for any expense liability, loss, claim or proceedings in respect of personal injury to or death of any person

caused by the negligent act or omission or wilful default of the Applicant in the provision of the programme, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission of some other person acting as the servant or agent of the Managing Authority.

- 22.2 The Applicant shall be liable for any expense, liability, loss, claim or proceeding in respect of direct loss or damage to property belonging to the Managing Authority caused by the negligent act or omission or wilful default of the Applicant in the provision of the programme, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of some other person acting as the servant or agent of the Managing Authority.

DATA PROTECTION

- 23.1 In carrying out this Agreement, the Applicant shall maintain in existence throughout the term of the Agreement a registration with the Information Commissioner appropriate to the performance of this Agreement pursuant to the Data Protection Act 1998 and shall comply with all relevant requirements of the said Act and shall be liable for and shall indemnify the Managing Authority against any expense, loss, claims or proceedings arising as a result of or in connection with any breach of clause 29.
- 23.2 The Applicant further undertakes to use any information or other material disclosed to it in connection with the programme solely for the purpose for which such information or other material was disclosed to it.

CONFIDENTIALITY

- 24.1 All documents and information relating to the programme received by the Parties and any sub contractors to deliver ESF provision during or in connection with the performance of this Agreement shall be held by the Parties and any sub contractors in the strictest confidence subject to the Parties obligations to disclose information under the provisions of the Freedom of Information Act.
- 24.2 Subject to the Parties obligations to disclose information under the provisions of the Freedom of Information Act, all documents and information provided by either Party to the other during or in connection with the performance of the Agreement shall be treated as confidential if expressly stated by the issuing Party to be so. Such documents and information shall not be used by the receiving Party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving Party or to any other person without the consent of the issuing Party. The Applicant shall

use best endeavours to ensure that its employees and any sub contractors are under similar obligation of confidentiality in respect of the relevant documents and information.

FORCE MAJEURE

25.1 Neither Party shall be liable to the other if it is unable to perform any of its obligations in whole or part due to causes beyond its reasonable control. If such force majeure occurs, the Party affected shall notify the other Party in writing as soon as practicable. If the Applicant is so affected, it shall, subject to the force majeure, provide such assistance as it is liable to, to facilitate the implementation of such contingency plans as the Managing Authority shall propose to ensure the continuity of the programme.

NOTICES

26.1 Any notices required to be given under this Agreement shall be delivered personally or sent by first class post to the addresses of the Parties set out in this Agreement. Any such notices shall be deemed served if delivered personally, at the time of delivery or, if sent by post, 48 hours after posting.

LAW AND JURISDICTION

27.1 The formation, interpretation and operation of the Agreement and any disputes arising there under or any way connected with the subject matter of this Agreement shall be subject to English Law and the exclusive jurisdiction of the English Courts.

HOW TO ACCEPT

28.1 If you wish to accept the terms and conditions set out in the Agreement and Schedules, please sign and return both copies of the Agreement. The Agreement will then be binding on the Applicant and the Managing Authority acting on behalf of the Secretary of State.

28.2 This will also signify that you understand the ESF (Non CFO) Beneficiary Guidance and Requirements and that you will comply with the terms and conditions referred to in this Agreement, Schedules and all relevant regulations relating to the ESF applicable at any given time.

I accept the terms and conditions of the Agreement as set out above and in the attached Schedules.

Applicant

Signed	
Name	
Position	
Organisation name and registered address	
Contact details	
Date	

DWP

Signed on behalf of Secretary of State	
Name	
Position	
Operational Address	
Contact Details	
Date	

SCHEDULE 1 – PAYMENTS OUTPUTS RESULTS

Priority (insert Priority number and name- use for all Priorities)

Note: enter the agreed Priority level funding, outputs, results and targets.

Agreement Number	
-------------------------	--

Maximum ESF payable	ESF as a percentage of total eligible costs (intervention rate)
£	-

Total Eligible Costs	ESF Funding	Match Funding (min 25%)	Anticipated Revenue	Total Yearly Cost
2007				
2008				
2009				
2010				
Totals				

Output and results targets (use with Priorities 1 & 4)

Target	Quantification
Outputs	
Total number of participants	
1.2 Number and % of participants who are unemployed (a) Number (b) Percentage	
1.3 Number and % of participants who are inactive (a) Number (b) Percentage	
1.4 Number and % of participants age 14 to 19 who are NEET or at risk of becoming NEET (a) Number (b) Percentage	
1.5 % of participants with disabilities or health conditions	
1.6 % of participants who are lone parents	
1.7 % of participants aged 50 or over	
1.8 % of participants from ethnic minorities	
1.9 % of female participants	
Results	
1.10 Number and % of participants in work on leaving (a) Number (b) Percentage	
1.11 Number and % of participants in work six months after leaving	
1.12 Number and % of economically inactive participants engaged in jobsearch activity or further learning (a) Number (b) Percentage	
1.13 Number and % of 14 to 19 year old NEETS or at risk in education, employment or training on leaving (a) Number (b) Percentage	

Output and results targets (use with Priorities 2 & 5)

Target	Quantification
<i>Outputs</i>	
2.1 Total number of participants	
2.2 Number and % of participants with basic skills needs (a) Number (b) Percentage	
2.3 Number and % of participants without level 2 qualifications (a) Number (b) Percentage	
2.4 Number and % of participants without level 3 qualifications (a) Number (b) Percentage	
2.5 % of participants with disabilities or health conditions	
2.6 % of participants aged 50 and over	
2.7 % of participants from ethnic minorities	
2.8 % of female participants	
<i>Results</i>	
2.9 Number and % of participants gaining basic skills (a) Number (b) Percentage	
2.10 Number and % of participants gaining level 2 qualifications (a) Number (b) Percentage	
2.11 Number and % of participants gaining level 3 qualifications (a) Number (b) Percentage	

SCHEDULE 2 – PUBLICITY

1. This schedule sets out the information and publicity requirements for the delivery of ESF activity, including all projects that are being delivered (in part or entirely) through match funding.
2. The requirements relate to ESF activity and include measures that must be observed to comply with the publicity requirements of the European Commission and Secretary of State.
3. The Applicant and any sub contractors are required to acknowledge financial help from the ESF. The Applicant is responsible for ensuring that ESF and match funded supported activity is publicised to ESF participants and the general public.
4. The Applicant and any sub contractors are required to implement specific ESF information and publicity measures as required by this Schedule and ESF Guidance. These measures include:
 - displaying the ESF logo and publicising EU support in line with ESF branding guidance provided in ESF Guidance and on the ESF website www.esf.gov.uk. These include, but are not restricted to use on the following:
 - information and publicity materials;
 - the erection and display of an ESF plaque (provided by the Managing Authority) at the Applicant's premises;
 - the distribution of ESF plaques (provided by the Managing Authority) to all ESF and match funded providers.
 - the provision of data to the Managing Authority about the Applicant and any sub contractors, of ESF and match funded activity, for inclusion in the publicly accessible database of CFOs and projects.
5. In addition, the Applicant is required to undertake and / or support other measures to publicise the ESF programme that are agreed at national and regional levels and / or which may be required by the Managing Authority. Such measures may arise from:
 - the Communication Plan for the 2007-2013 England and Gibraltar ESF Programme (and any updates to the Plan)
 - the annual Information and Publicity Plan (developed each year by the Managing Authority).
 - requests arising from national, regional or local EU / ESF programme committees and/or publicity networks.
 - requests made by the Managing Authority and / or regional partners, which may include but are not restricted to the following:
 - planning and delivery of national and regional campaigns or events to publicise ESF;
 - development and issue of press releases;

- development, maintenance and updating of (complementary) ESF websites;
- production and distribution of newsletters / e-zines and other publicity materials such as booklets;
- provision of and publicising news stories and case studies showcasing activities, outcomes and added value;
- the organisation and publicising of ESF visits by VIPs such as Government Ministers and representatives of the European Commission;
- the production of annual information reports required by the European Commission;
- evaluation of information and publicity activity;
- general networking and exchange of good practice.

ANNEX 9(4) TECHNICAL ASSISTANCE AGREEMENT

Agreement Number	
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This Agreement is dated [insert day/month/year]

THE PARTIES

- 1.1 The Secretary of State for the Department for Work and Pensions (DWP), whose Head Office is Caxton House Tothill Street, London, Greater London, SW1H 9NA “the Managing Authority” (within DWP European Social Fund Division and including Government Office in the regions) operating on behalf of the Secretary of State.
- 1.2 [insert name of organisation] (“the Applicant”).

THE PROGRAMME

- 2.1 England and Gibraltar European Social Fund (ESF) Convergence, Competitiveness and Employment Programme 2007- 2013. (Programme number 2007UK05UP001).
- 2.2 Programme Priority applicable to this Agreement [insert Priority number].

THE AGREEMENT

- 3.1 In this Agreement the Applicant [insert name] agrees to deliver the project in line with the Operational Programme and the application for Technical Assistance (TA) dated [insert date of allocation]. The Managing Authority will pay ESF TA to the Applicant for eligible expenditure properly incurred in accordance with the terms of this Agreement and Schedules.
- 3.2 This Agreement, together with the documents referred to herein and any additional terms formally agreed between the Managing Authority and the Applicant constitute the entire understanding between the parties relating to the subject matter of this Agreement and except as maybe expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.
- 3.3 The parties do not intend any third parties to have any right to enforce any provision or this agreement under The Contracts (Rights or Third Parties) Act 1999.

- 3.4 Failure by the Applicant to comply with the terms of this Agreement may result in termination of the Agreement and repayment of all TA payments to the Managing Authority.

INTERPRETATION

- 4.1 In this Agreement, references to the 'Applicant' or 'you' mean the organisation entering this Agreement. The 'Managing Authority' means the Department for Work and Pensions European Social Fund Division including Government Offices. The 'Secretary of State' means the Secretary of State for Work and Pensions.

EFFECTIVE DATE

- 5.1 The date from which expenditure relating to this agreement becomes eligible is [insert agreed start date for TA application].

EUROPEAN UNION (EU) AND NATIONAL REQUIREMENTS

- 6.1 You must abide by and adhere to the following European Union (EU) Structural Fund Regulations as issued from time to time by the EU:
- 6.1.1 Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and repealing Regulation (EC) 1260/1999;
- 6.1.2 Regulation 1081/2006 of the European Parliament and of the Council on the European Social Fund and repealing Regulation (EC) No 1784/1999;
- 6.1.3 Commission Regulation 1828/2006 setting out rules for the implementation of Council Regulation (EC) No 1083/2006 laying down general provisions on the European Regional Development Fund, the European Social Fund and the Cohesion Fund and of Regulation (EC) No 1080/2006 of the European Parliament and of the Council on the European Regional Development Fund Information and Publicity Measures;
- 6.1.4 European Community State Aid rules applicable at the date that TA is granted.

APPLICANT'S OBLIGATIONS

The Applicant [insert name] agrees to:

- 7.1 Match ESF with eligible domestic funding in line with ESF non CFO (Co-financing Organisation) Beneficiary Guidance and Requirements.
- 7.2 Comply with and adhere to all EU Structural Fund Regulations and guidance (Non CFO Beneficiary Guidance and Requirements) produced by the Managing Authority in delivering ESF.
- 7.3 Ensure that any providers you sub contract to deliver ESF provision comply and adhere to all EU Structural Fund Regulations.
- 7.4 Use all reasonable endeavours to deliver the project in accordance with the terms and conditions set out in the Agreement Schedules and the application for TA.
- 7.5 Repay any TA expenditure that is deemed ineligible (in accordance with Structural Fund Regulations and related guidance and in accordance with the specifications of this Agreement and Schedules.

THE MANAGING AUTHORITY OBLIGATIONS

The Managing Authority agrees to:

- 8.1 Comply with the payment provisions in Schedule 1 provided that full, accurate information and documentation has been completed in accordance with Schedule 1 and has been received by the Managing Authority.

MAXIMUM TECHNICAL ASSISTANCE PAYABLE

- 9.1 The Managing Authority will pay TA:
 - 9.1.1 up to the maximum TA payable as set out in Schedule 1;
 - 9.1.2 as a contribution towards the total eligible costs of delivering activities set out in the application for TA and using the intervention rate in Schedule 1;
 - 9.1.3 only in respect of actual, eligible expenditure defrayed, subject to the provisions in Schedule 1. Any expenditure incurred prior to [insert agreed start date for TA application as at 5.1] will be ineligible.

FINANCIAL ACCOUNTABILITY

- 10.1 You must ensure that you comply with the conditions set out in this

Agreement. In particular you must:

- 10.1.1 establish effective monitoring and financial systems, so that TA expenditure and associated activity under this Agreement can be clearly identified and the regularity of profiled payments and handling of TA can be ensured;
- 10.1.2 apply appropriate conditions so that if you subcontract any TA activity to a third party it complies with all the terms of this Agreement and associated guidance;
- 10.1.3 notify the Managing Authority immediately if any financial irregularity in the use of TA is suspected and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement, or use of funds for purposes other than that approved;
- 10.1.4 Make documents available and provide reasonable access for:
 - 10.1.4.1 inspection visits and scrutiny of files by, but not limited to, representatives of the DWP Audit Authority, Managing Authority, Government Departments, the European Commission, National Audit Office (NAO) or the European Court of Auditors;
 - 10.1.4.2 external audits and reviews of activity and of financial, appraisal and monitoring systems.
- 10.2 The European Commission, the European Court of Auditors, Government Offices, NAO, DWP and other regulatory bodies as required by or on behalf of DWP will have right of access to the provider for audit and inspection purposes. Certification of expenditure will be checked at the Applicant's premises to enable Auditors to verify that TA costs claimed are actual and eligible.

PAYMENT ARRANGEMENTS

- 11.1 Claims will be submitted using the standard claim forms provided by the Managing Authority showing actual expenditure defrayed. The claim should be sent to the finance team at the Managing Authority in line with the timetable to be agreed with the Managing Authority. Incomplete or incorrect claims will be returned.
- 11.2 Payment of TA is dependent upon compliance with the conditions set out in this Agreement and Schedules.

WITHHOLDING AND REPAYMENT OF TECHNICAL ASSISTANCE

- 12.1 The Managing Authority reserves the right to withhold any or all of the payments and / or require part or all of the TA to be repaid if it is considered that:
- 12.1.1 the TA is used for ineligible activities and that expenditure is not in accordance with the application and the terms and conditions of this Agreement;
 - 12.1.2 there is a substantial or material change in the nature, scale, costs, funding or timing of the activity described in the application and this Agreement;
 - 12.1.3 the future of the activity described in the application is in jeopardy;
 - 12.1.4 there is unsatisfactory progress towards meeting the activities specified in the application for TA;
 - 12.1.5 any part of the activity has been funded from other EU funds;
 - 12.1.6 there is material irregularity in the way in which the activities are carried out;
 - 12.1.7 there is failure to comply with any condition in this Agreement, in particular failure to provide information requested by the Managing Authority, the European Commission or the European Court of Auditors.
- 12.2 You must notify the Managing Authority immediately if any of the above applies.
- 12.3 Any over-payment of TA must be repaid to the Managing Authority on demand. If you become aware that TA has been overpaid you must notify the Managing Authority immediately. The Managing Authority can recover any TA which is found not to be due by deducting such sums from any subsequent payment. The right of deduction extends to any agreement between any part of Her Majesty's Government and the Applicant.
- 12.4 Neither the Secretary of State nor the Managing Authority accepts any liability in respect of loss attributable to any delay in the payment of claims or to any suspension, reduction or cancellation of TA.

EXCHANGE RATE FLUCTUATIONS

- 13.1 The Managing Authority will advise the Applicant if exchange rate fluctuations affect the levels of TA available.

AUDIT ARRANGEMENTS

- 14.1 During the term and for a period of three years after the European Commission make the final payment for the programme to the Managing Authority, you are required to maintain or cause to be maintained, complete and accurate documents and records (whether in electronic format or otherwise) which relate to the services, the charges and the performance of your (the Applicant's) obligations under this Agreement. The date from which the three year period begins (that is, the date on which the final payment is received by the Managing Authority) will be provided by the Managing Authority.
- 14.2 Documents and records must be maintained for the purpose of:
- 14.2.1 the examination of the Applicant's accounts;
 - 14.2.2 any examination pursuant to the Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Applicant has used its resources;
 - 14.2.3 any form of investigation or audit by the Commissioners of the European Union or their representatives.
- 14.3 DWP acting on its own or others behalf and those acting on its behalf may examine such documents as may reasonably be required which are owned, held or otherwise in the control of the Applicant. The Applicant may also be required to produce oral or written explanations as considered necessary for the purposes of that examination.
- 14.4 You must provide all reasonable assistance (including the provision of onsite, photocopying, facsimile, and telecommunications facilities) at all times during the term and for the period outlined in section 14.1 above.
- 14.5 You must comply with the deadlines set by the Managing Authority for any requests for information concerning the progress of the project in whatever form. In particular, you must allow the Secretary of State, the Department, the European Commission and the European Court of Auditors or their representatives to inspect the project at any time and to provide without delay any further information including documents or any other items that they may require.

PUBLICITY

- 15.1 You must comply with the European Commission and the Managing Authority's publicity requirements specified in Schedule 2. You are responsible for making sure that the publicity requirements for EU funding from ESF are met.

CROSS CUTTING THEMES

- 16.1 You must comply with the EU and Managing Authority requirements on gender equality, equal opportunities and sustainable development as specified in guidance produced by the Managing Authority for the 2007 - 2013 Programme for England and Gibraltar.

AMENDMENT AND VARIATION

- 17.1 Any material changes to your application for funding must be agreed with the Managing Authority and approved before proceeding.
- 17.2 No amendment or variation to this Agreement shall be effective unless:
- 17.2.1 it is in writing and signed by or on behalf of each of the parties;
- 17.2.2 all consequential amendments required to be made to the Agreement as a result of such amendments are addressed.
- 17.3 Failure to notify changes that alter the nature of the services or failure to obtain prior agreement to changes may result in withdrawal of the entire TA allocation. You must notify all changes in writing immediately and seek agreement from the Managing Authority before proceeding.

CHANGES TO ESF GUIDANCE

- 18.4 All amendments, variations or additions made to ESF guidance by the Managing Authority, from time to time, for the distribution and / or payment of monies and / or administration of any TA provision or programme will be notified to you via the ESF website and you will be deemed to have both actual and constructive knowledge of such amendments, variations or additions from the date that they placed on the ESF website. ESFD will use best endeavours to circulate any guidance in advance of publication on the website.

WAIVER

- 19.1 The failure of either party to insist on the strict performance of any provision of this Agreement, or failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not be considered to be a relaxation of the obligations established by this Agreement.
- 19.2 Any waiver by default shall not constitute a waiver of any subsequent default.
- 19.3 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

ASSIGNMENT AND SUB-CONTRACTING

20.1 The Applicant shall not assign, sub-contract or in any way dispose of the Agreement or any part of it without prior approval from the Managing Authority. Sub-contracting any part of the Agreement shall not relieve the Applicant of any obligation duly attributable to the Applicant under the Agreement.

TERMINATION

21.1 The Managing Authority may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the Applicant with immediate effect if the Applicant commits a default and if:

21.1.1 the Applicant has not remedied the default to the satisfaction of the Managing Authority within 30 days, or such period as may be specified by the Managing Authority, after written notice specifying the default and requesting it to be remedied;

21.1.2 the default is not capable of remedy;

21.1.3 the default is a fundamental breach of the Agreement.

21.2 The Managing Authority shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving three months written notice to the Applicant. The Managing Authority may extend the period of notice at anytime before it expires.

LIABILITY

22.1 The Applicant shall be liable for any expense liability, loss, claim or proceedings in respect of personal injury to or death of any person caused by the negligent act or omission or wilful default of the Applicant in the provision of the programme, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission of some other person acting as the servant or agent of the Managing Authority.

22.2 The Applicant shall be liable for any expense, liability, loss, claim or proceeding in respect of direct loss or damage to property belonging to the Managing Authority caused by the negligent act or omission or wilful default of the Applicant in the provision of the programme, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of some other person acting as the servant or agent of the Managing Authority.

DATA PROTECTION

- 23.1 In carrying out this Agreement, the Applicant shall maintain in existence throughout the term of the Agreement a registration with the Information Commissioner appropriate to the performance of this Agreement pursuant to the Data Protection Act 1998 and shall comply with all relevant requirements of the said Act and shall be liable for and shall indemnify the Managing Authority against any expense, loss, claims or proceedings arising as a result of or in connection with any breach of clause 29.
- 23.2 The Applicant further undertakes to use any information or other material disclosed to it in connection with the programme solely for the purpose for which such information or other material was disclosed to it.

CONFIDENTIALITY

- 24.1 All documents and information relating to the programme received by the Parties contracted to deliver TA provision during or in connection with the performance of this Agreement shall be held by the Parties in the strictest confidence subject to the Parties obligations to disclose information under the provisions of the Freedom of Information Act.
- 24.2 Subject to the Parties obligations to disclose information under the Freedom of Information Act, all documents and information provided by either Party to the other during or in connection with the performance of the Agreement shall be treated as confidential if expressly stated by the issuing Party to be so. Such documents and information shall not be used by the receiving Party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving Party or to any other person without the consent of the issuing Party. The Applicant shall use best endeavours to ensure that its employees are under similar obligations of confidentiality in respect of the relevant documents and information.

FORCE MAJEURE

- 25.1 Neither Party shall be liable to the other if it is unable to perform any of its obligations in whole or part due to causes beyond its reasonable control. If such force majeure occurs, the Party affected shall notify the other Party in writing as soon as practicable. If the Applicant is so affected, it shall, subject to the force majeure, provide such assistance as it is liable to, to facilitate the implementation of such contingency plans as the Managing Authority shall propose to ensure the continuity of the programme.

NOTICES

- 26.1 Any notices required to be given under this Agreement shall be delivered personally or sent by first class post to the addresses of the Parties set out in this Agreement. Any such notices shall be deemed served if delivered personally, at the time of delivery or, if sent by post, 48 hours after posting.

LAW AND JURISDICTION

- 27.1 The formation, interpretation and operation of the Agreement and any disputes arising there under or any way connected with the subject matter of this Agreement shall be subject to English Law and the exclusive jurisdiction of the English Courts.

HOW TO ACCEPT

- 28.1 If you wish to accept the terms and conditions set out in the Agreement and Schedules, please sign and return both copies of the Agreement. The Agreement will then be binding on the Applicant [insert name] and the Managing Authority acting on behalf of the Secretary of State.
- 28.2 This will also signify that you understand the ESF Non CFO Beneficiary Guidance and Requirements and that you will comply with the terms and conditions referred to in this Agreement, Schedules and all relevant Regulations relating to the European Social Fund applicable at any given time.

I accept the terms and conditions of this Agreement as set out above and in the attached schedules.

Applicant

Signed	
Name	
Position	
Organisation name and registered address	
Contact details	
Date	

DWP

Signed on behalf of Secretary of State	
Name	
Position	
Operational Address	
Contact Details	
Date	

SCHEDULE 1 - PAYMENTS

Priority (insert P3 - Competitiveness or P6 - Convergence)

Project Number	
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Maximum ESF payable	ESF as a percentage of total expenditure (intervention rate)
£	-

Total Eligible Costs	ESF Funding	Match Funding (min 25%)	Anticipated Revenue	Total Yearly Cost
2007				
2008				
2009				
2010				
Totals				

SCHEDULE 2 – PUBLICITY

1. This schedule sets out the information and publicity requirements for the procurement and delivery of TA activity.
2. The requirements relate to TA and match funded activity and include measures that must be observed to comply with the publicity requirements of the EU and Secretary of State.
3. The Applicant is required to acknowledge financial help from the ESF. The Applicant is responsible for ensuring that EU funding from ESF TA is publicised to ESF and match funded activity is publicised to any participants and where appropriate, the general public.
4. The Applicant is required to implement specific ESF information and publicity measures as required by this Schedule and the ESF guidance. These measures include:
 - displaying the ESF logo and publicising EU support in line with ESF branding guidance provided in the ESF guidance and on the ESF website www.esf.gov.uk. These include, but are not restricted to use on the following:
 - information and publicity materials;
 - any other document concerning the administration of the TA funded activity;
 - the erection and display of an ESF plaque (provided by the Managing Authority) at the Applicant's premises;
5. In addition, the Applicant is required to undertake and/or support other measures to publicise the ESF programme that are agreed at national and regional levels and/or which may be required by the Managing Authority. Such measures may arise from:
 - requests from national, regional or local EU/ESF programme committees and/or publicity networks.
 - requests made by the Managing Authority and/or other regional partners.

ANNEX 9(5) CONTRACT VARIATION LETTERS

CFO AGREEMENT

Agreement Number: _____

Reason for variation: _____

Variation No: _____ Date: _____

Between:

The Secretary of State for Work and Pensions (hereinafter called "the Managing Authority")

and

(hereinafter called "the Co-financing Organisation")

1. **The Agreement is varied as follows:** *(details from IT system)*

2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
3. The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For: The Managing Authority For: The Co-financing Organisation

Signature: _____ Signature: _____

Full Name: _____ Full Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

DWP CFO MEMORANDUM OF UNDERSTANDING

Agreement Number: _____

Reason for variation: _____

Variation No: _____ Region: _____ Date: _____

Between:

The Secretary of State for Work and Pensions (hereinafter called "the Managing Authority")

and

(hereinafter called "DWP CFO")

1. The Agreement is varied as follows: (details from IT system)

- Words and expressions in this Variation shall have the meanings given to them in the Agreement.
- The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For: The Managing Authority

For: DWP WWEG Delivery Directorate (DWP CFO)

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

NON CFO AGREEMENT - VARIATION

Agreement Number: _____

Reason for variation: _____

Variation No: _____

Date: _____

Between:

The Secretary of State for Work and Pensions (hereinafter called "the Managing Authority")

and

_____ (hereinafter called "the Applicant")

1. The Agreement is varied as follows: *(details from IT system)*

2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.

3. The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For: The Managing Authority

For: The Applicant

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

TECHNICAL ASSISTANCE AGREEMENT – VARIATION

Agreement Number: _____

Reason for variation: _____

Variation No: _____

Date: _____

Between:

The Secretary of State for Work and Pensions (hereinafter called “the Managing Authority”)

and

_____ (hereinafter called “the Applicant”)

1. The Agreement is varied as follows: *(details from IT system)*

- Words and expressions in this Variation shall have the meanings given to them in the Agreement.
- The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For: The Managing Authority

For: The Applicant

Signature: _____

Signature: _____

Full Name: _____

Full Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

