

	Scheme name / summary description of key terms	Recipient	Value £'000
A	Transport Regeneration & Climate Change		
	None		
B	Communities Parks & Leisure		
	None		
C	Waste and Street Scene		
	None		
D	Adult Health & Social Care		
	None		
E	Housing		
	None		
F	Education Children & Families		
	Silverdale Secondary School Expansion Background	Chorus Academy Trust	Up to 7,4000

	<p>In March 2022 Co-operative Executive approved the budget for a scheme at Silverdale School to deliver the construction of a new stand alone teaching block to deliver:</p> <ul style="list-style-type: none"> • And additional 60 mainstream places per year group Y7 through to Y11 (300 total mainstream places), increasing the total Y7-Y11 capacity to 1200 places • Post 16 provision – creation of 96 post 16 places (including 30 post 16 SEND places), increasing the post 16 provision to a total of 472 places <p>The procurement and delivery of the construction works to be delivered by Chorus Academy Trust. Funding for the activity to be provided to the trust from the Department For Education Basic Need Grant via a funding agreement with Sheffield City Council.</p> <p>It is now proposed to issue a funding agreement to the Trust the key terms and conditions of which are summarised below.</p> <p>Key Terms & Conditions</p> <ul style="list-style-type: none"> • The Recipient shall demonstrate to the satisfaction of the Council the costs and how those costs will be funded in order to demonstrate that the Recipient can deliver the Project prior to entering into this Agreement. • The Recipient must demonstrate to the satisfaction of the Council that any shortfall between the amount of the Grant Funding and the actual costs of the Project can and have been secured by the Recipient with supporting evidence. • The Recipient shall appoint a competent, qualified contractor to carry out the design, supervision and post installation inspection of the Works. • The Recipient shall ensure that the design, supervision, post installation and ongoing inspection and maintenance shall be in accordance with relevant British Standards 		
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	<ul style="list-style-type: none"> • The Recipient shall submit to the Council prior to tendering of the Works the final design details and specifications and any further documents requested by the Council for approval. • The Recipient shall, on completion of the Works, obtain a post installation inspection certificate which conforms to the European Design Standards and provide a copy of the certificate to the Project Manager.] • The Recipient shall procure the design and construction of the Works and thereby assume the full duties and responsibilities of ‘client’ for the Works including those duties imposed by the Construction (Design and Management) Regulations 2007 (CDM Regulations). • The Recipient shall upon completion of the Project be responsible for the ongoing maintenance of the facility. <p>Further general conditions include numerous Recipient obligations which include (not exhaustive):</p> <ul style="list-style-type: none"> • Funding to be applied to Eligible Costs • If there is a shortfall or cost overrun the Trust cover those costs. • Not permitted to change project without LA written agreement. • Detailed claims procedure, eligible costs etc. • Funding is defined and to be treated as capital expenditure / capital receipt to reflect section 25(1)(b) of The Local Authorities (Capital Finance and Accounting) (England) Regulations 2003. • The Council can withhold, reduce, suspend and clawback in circumstances as set out in the Agreement (including failure to apply with Special Conditions). • The recipient warrants that the Grant is not prohibited by Subsidy Rules and that they will comply with all Subsidy Rules and not cause the Council to breach Subsidy Rules. • No partnership or joint agency created. • Grant payment includes any VAT liability. 		
G	Strategy & Resources		

	None		
H	Economic Development & Skills		
	None		