

14th November

2005

SEEDA

LEARNING AND SKILLS

CONTRACT

**Flying Start Rallies National Council for Graduate Entrepreneurship
SE21895**

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THIS AGREEMENT is made on:

BETWEEN

1. **South East England Development Agency (“SEEDA”)**, whose head office is at Cross Lanes, Guildford, GU1 1YA; and
 2. **National Council for Graduate Entrepreneurship (“Provider”)**, whose address is at 3, Priestley Wharf Holt Street Birmingham B7 4BN
- together known as the “Parties”, and singularly as a “Party”.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions and interpretations apply:

“Best Practice”	means the optimum way of planning, managing and implementing the Project;
“Capital Asset”	means any item of equipment or other moveable asset which on the date of its purchase by Provider has a useful life of more than one year and is purchased wholly or partly out of the Funding;
“Deliverables”	means any and all materials, products, processes, ideas, inventions, discoveries and information created during the course of the Agreement as a result of the Project, including without limitation (please specify any outputs of the Project), in each case whether wholly or partly funded by SEEDA – but shall not include any Third Party Background Intellectual Property;
“Final Monitoring Date”	means the final date which the project will be required to report until 31 st May 2006
“Funding”	means the grant award which SEEDA will pay to Provider in respect of the Project as set out in Schedule 4 (Payment);
“Intellectual Property”	means copyrights, (including for the avoidance of doubt, rights in computer software and topography rights), patents, trade marks, domain names, rights in designs, databases, operating systems and specifications (both registered and unregistered) and any applications to register or rights to apply to register any of the foregoing, rights in inventions (whether patentable or not), know-how, trade secrets and other confidential information and all corresponding rights of a similar nature in any part of the world;
“Outputs and Milestones”	means the Outputs and Milestones to be delivered by the Project, as set out in Schedule 3;
“Project”	means the Project described in Schedule 1
“Project Completion Date”	means 31 st May 2006 or such other date as may be agreed in writing by SEEDA;
“Project Start Date”	means 1 st November 2006 ;
“Quarter Day”	means 30 June, 30 September, 31 December, 31 March as the case may be;
“Term”	means the period beginning on the Project Start Date

“Third Party Background Intellectual Property” and ending on the Project Completion Date; means any Intellectual Property Rights created or owned by a third party which were either created prior to the Project Start Date or created independently of the Project but which are used in the Project

- 1.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.3 Words importing the singular shall (where appropriate) include the plural and vice versa, words importing a gender include every gender and references to “**persons**” include bodies corporate or unincorporate bodies.
- 1.4 References to Clauses and Schedules are references to clauses and schedules of this Agreement.
- 1.5 The headings to Clauses and Schedules are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.6 This Agreement shall be of no effect until it has been signed by or on behalf of both Parties.
- 1.7 The Parties shall comply with the stipulations and recommended practices set out from time to time in guidance issued by SEEDA, GOSE or any Government Department provided that there is any conflict between this Agreement and the guidance, then the provisions of this Agreement shall prevail.
- 1.8 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by authorised representatives of each of the Parties.

2 STATUS OF PROVIDER

- 2.1 In carrying out its obligations under this Agreement, Provider agrees that it shall be acting as principal and not as the agent of SEEDA and Provider shall not say or do anything that may lead any other person to believe that Provider is acting as the agent of SEEDA.
- 2.2 Nothing in this Agreement shall render SEEDA liable to indemnify Provider in respect of any liability of any kind incurred by Provider to any other person (including any end user of the Project if any) but this shall not be taken to exclude or limit any liability of SEEDA to Provider that may arise by virtue of breach of either any term of this Agreement or any negligence on the part of SEEDA, its staff or agents.

3 COMMENCEMENT AND CONTINUATION

Provider shall commence the Project on the Project Start Date and, unless this Agreement is terminated early in accordance with Clause 22 (Termination), Provider shall use reasonable endeavours to complete the Project on the Project Completion Date.

4 PROVIDER’S OBLIGATIONS

- 4.1 Provider shall promptly and efficiently carry out the Project in accordance with the provisions set out in this Agreement and shall deliver the Outputs and Milestones set out in Schedule 3 (Outputs and Milestones) *if Outputs and Milestones are to be delivered*. Provider agrees that the Outputs and Milestones have only been delivered when the criteria at Schedule 5 (Evidence of Outputs) can be demonstrated to SEEDA’s satisfaction.
- 4.2 Provider shall comply with the monitoring provisions of Clause 12 (Access and Monitoring) and Schedule 2 (Monitoring) *if Outputs and Milestones are to be delivered*

- 4.3 Subject to Clause [9] (Publicity), Provider shall make reference to SEEDA being a source of its funding in all outputs and publicity directly attributable to this Agreement, including, without limitation, with respect to reports, publications and conferences and any such reference to SEEDA shall require the prior approval of SEEDA
- 4.4 Except in accordance with Clause 4.3 (Provider's Obligations), Provider undertakes to make no reference in any advertising or other promotional material to this Agreement without the prior written consent of SEEDA.
- 4.5 Subject to Clause [14] (Sub-contractors), sub-contractors may be appointed by Provider to deliver the Project, provided that Provider imposes a written contract on its sub-contractor, under which the sub-contractor is bound on terms which are identical (as far as relevant) to those contained in this Agreement, including the Schedules. SEEDA may, at its sole discretion impose any conditions on Provider's sub-contractors.
- 4.6 In purchasing goods or services in the course of delivering the Project, Provider will comply with, where appropriate, SEEDA procurement guidelines, issued by SEEDA from time to time. SEEDA's project manager will provide advice on when such guidelines must apply. Provider must demonstrate to SEEDA's satisfaction that in using the Funding, it has achieved best value.
- 4.7 Provider will pay all invoices received in respect of any goods and services procured for the purposes of the Project within 30 days of the receipt of that invoice, provided that such goods or services have been provided in accordance with the relevant contract of purchase.
- 4.8 Provider shall carry out the obligations of this Agreement in a manner which conforms in all respects with the requirements of English Law. In particular:
- 4.8.1 Provider shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975, the Race Relations Act 1976 or the Disability Discrimination Act 1996; and
- 4.8.2 Provider shall comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work.
- 4.9 Provider shall ensure that in awarding benefits to third parties under this Agreement they pay due regard to and should familiarise themselves with the regulations governing State Aid.
- 4.10 SEEDA recognises that Provider will be entering into key supplier contracts for the supply of [insert description]. Provider agrees to permit SEEDA to participate in negotiations in respect of the terms of such contracts and further agrees not to enter into any such contracts without the prior written approval by SEEDA of the relevant contract terms. Both Provider and SEEDA hereby agree that their respective conduct in any such negotiations shall be carried out diligently, by competent persons and in the best interests of SEEDA and Provider and without unreasonably delaying the process.
- 4.11 Provider will maintain a register of any Capital Assets purchased in the course of the Project (Capital Asset as defined in Clause 1)

5 SEEDA'S OBLIGATIONS

During the Term SEEDA will pay the Funding and comply with the funding provisions of Schedule 4 (Payment) in accordance with Clause [8] (Payments) provided that Provider has complied with its obligations under this Agreement including, without limitation, that it has ensured SEEDA has received full and accurate information and documentation as required by Schedule 2 (Monitoring) to be submitted to SEEDA and retained by Provider.

6 MANAGEMENT

- 6.1 For the purposes of managing this Agreement both Parties shall appoint a project manager. The project manager for each Party shall be the individual notified to the other Party as such from time to time. At the Project Start Date Provider's contract manager shall be Lorna Collins and SEEDA's contract manager shall be Tiziana Boyland.
- 6.2 The project managers for the respective Parties shall co-operate throughout the Term to ensure that the Project is delivered in accordance with this Agreement, that the quality of service to end users is maintained to high standards, that required performance and delivery of Outputs and Milestones (*if Outputs and Milestones are to be delivered*) are met by Provider and that all management and other information is provided to SEEDA as specified in this Agreement.
- 6.3 Provider shall promptly comply with all reasonable requests or directions of the SEEDA project manager relating solely to the Project during the Term.
- 6.4 Provider shall address any enquiries about procedural or contractual matters in writing to SEEDA's project manager. Any correspondence in relation to this Agreement shall quote the Reference Number on page 1 of this Agreement.

7 PROJECT MANAGEMENT

- 7.1 Provider shall procure that day to day management of the Project shall be carried out by a Project Manager. Provider shall report to SEEDA in accordance with Schedule 2 (Monitoring)
- 7.2 Provider will create a Project Management Steering Group

7.2.1 The Project Management Steering Group

- a) The membership of the steering group shall consist of key private and public stakeholders in the Project, including one representative from each of the advisory panels.
- b) SEEDA shall be entitled during the Term to nominate a representative with full rights as a member of the management steering group.
- c) Provider shall develop the management steering group's terms of reference and guiding principles in full consultation with SEEDA.
- d) The management steering group shall meet a minimum of once per quarter.
- e) The steering group will be responsible for ensuring satisfactory progress of the project as set out in Schedule 1.
- f) SEEDA reserves the right to instruct the Contractor to hold more frequent meetings where it feels that this is necessary to ensure that the project meets its given aims and objectives.

8 PAYMENTS

- 8.1 Payments of Funding will be made on condition that Provider has complied with its performance obligations in this Agreement on time to the required standard and satisfactorily evidenced in accordance with Clause [12] (Access and Monitoring) and as set out in Schedule 5 (Evidence of Outputs)

- 8.2 Funding allocated to a particular expenditure heading in respect of this Agreement are available only for that expenditure specified in Schedule 4 (Payment). Funding allocated to a particular accounting year is available only for that accounting year. The allocation of Funding may not be altered except with the prior written consent of SEEDA.
- 8.3 Subject to Clause 8.1, all payment of Funding will be made via BACS upon receipt of a valid claim form (supplied by SEEDA project manager).
- 8.4 A quarterly reconciliation exercise will be undertaken by SEEDA during the Term. SEEDA reserves the right to amend the Funding or Outputs and Milestones (*if Outputs and Milestones are to be delivered*) on the basis of performance in its sole discretion.
- 8.5 If an overpayment is made by SEEDA, Provider will repay the amount overpaid to SEEDA immediately on demand, or as shall be determined as appropriate in SEEDA's absolute discretion within a reasonable period of SEEDA making a written request for repayment.
- 8.6 Provider will provide all reasonable and suitable oral, written or other explanation of its books, records or accounts to SEEDA or all other bodies referred to at Clause [12.2] (Access and Monitoring) if required. In particular, Provider must comply with Clause [4.6] (Provider's Obligations). Both input and output VAT will be included as separate items in such accounts.
- 8.7 SEEDA reserves the right to require any claim for Funding or management monitoring information submitted, or to be submitted, by or on behalf of Provider, to be audited by an independent accountant approved by SEEDA in writing at any point until the Project Completion Date at Provider's cost
- 8.8 Without prejudice to Clause [21] (Breach and Recovery of Funding), if this Agreement is terminated at any time under Clause [22] (Termination) howsoever caused, SEEDA's financial commitment will be limited to eligible expenditure incurred by Provider up to and including the termination date.
- 8.9 Amounts paid by SEEDA under the Contract shall include Value Added Tax only where such VAT is not reclaimable by the Provider. It shall be the responsibility of the Provider to establish the VAT position with respect to payments made under the Contract, or any other contract, and to discharge any liabilities which may arise. SEEDA shall have no liability for amounts payable to HM Customs and Excise in relation to the Value Added Tax Act or other VAT regulations in respect of the Project.
- 8.10 SEEDA reserves the right, at any reasonable time until the Project Completion Date, and as it may deem necessary, to:
- 8.10.1 require Provider to provide evidence of financial resources sufficient to enable it to continue to fulfil the Project; and/or
- 8.10.2 obtain a report by an independent accountant of SEEDA's choice on the financial systems and controls operated by Provider in respect of monies claimed or received under this Agreement and Provider's financial standing and ability to deliver the Project; and/or
- 8.10.3 require Provider to provide a copy of Provider's latest audited Report.

In the event that no material irregularity in Provider's performance is identified, SEEDA will bear all costs of any independent accountant incurred under this Clause. Where such independent accountant identifies any material irregularity in Provider's performance, Provider shall bear costs incurred under this Clause.

9 PUBLICITY

- 9.1 SEEDA has the right to publicise the Project and to require that Provider acknowledges the part played by SEEDA in supporting the Project in any publicity that it produces. The form and content of all publicity material shall be approved by SEEDA prior to its publication, and Provider must not publish or display any item bearing the logo or name of SEEDA unless, and until, such approval has been given. Provider shall use the SEEDA logo for all materials and publicity (these are available in electronic format upon request). Provider shall acknowledge the receipt of the Funding by incorporating the SEEDA logo with the words "This project received funding from SEEDA" into the design of any printed or presentation material associated with the Project. Provider shall use the same wording on all written communications and press releases concerning the Project and shall inform SEEDA of all promotional events.
- 9.2 SEEDA grants Provider a non-exclusive licence to use the SEEDA logo for the purposes set out in this Agreement for the duration of the Project. Provider shall not assign or grant sub-licences of this licence or any part of it without SEEDA's written consent. Provider acknowledges that the SEEDA logo is owned by and shall remain the property of SEEDA. Provider shall not acquire any rights in respect of the logo by reason of the exercise of the rights granted by this Agreement.
- 9.3 Provider grants SEEDA a non-exclusive licence to use Provider's logo, trade mark, brand name or other mark, if any, for the purposes set out in this Agreement for the duration of the Project. SEEDA shall not assign or grant sub-licences of this licence or any part of it without Provider's written consent. SEEDA acknowledges that Provider's logo is owned by and shall remain the property of Provider. SEEDA shall not acquire any rights in respect of the logo by reason of the exercise of the rights granted by this Agreement.
- 9.4 Provider shall not, and shall use its best endeavours to procure that its sub-contractors shall not, knowingly do or omit to do, anything in relation to this Agreement or in the course of their other activities, which may bring the standing of SEEDA into disrepute or attract adverse publicity for SEEDA.
- 9.5 Provider shall at all times carry out the Project with due regard to the need for those in a public service environment to observe the highest standards of efficiency, economy, probity, courtesy, consideration and hygiene.
- 9.6 In connection with any press releases, reports, publications, promotions or other similar materials produced by SEEDA relating to the Project, SEEDA shall ensure that reference is made to Provider. Any such reference is subject to Provider's prior approval which shall not be unreasonably withheld or delayed.

10 REPUTATION AND PUBLIC SERVICE CONSIDERATIONS

The Parties mutually undertake to each other that in performing their obligations under this Agreement they shall pay the utmost regard to the standing and reputation of the other and shall not do or fail to do anything which may bring the standing or reputation of the other into disrepute or attract adverse publicity to the other.

11 CHANGE CONTROL

- 11.1 SEEDA shall notify Provider in writing of any material change to SEEDA's requirement for the Project or the levels or values of Outputs and Milestones (*if Outputs and Milestones are to be delivered*) and the time period within which the requested change should be implemented.
- 11.2 Provider shall use all reasonable endeavours to accommodate any changes to the needs and requirements of SEEDA within the period specified in the notice issued pursuant to Clause 11.1

provided that it shall be entitled to payment for any reasonable and verifiable additional direct costs it incurs as a result of any such changes. The amount of such additional direct costs to be agreed in accordance with Clause 11.5.

- 11.3 In the event that Provider requires any change to the Project, Milestones and Outputs (*if Outputs and Milestones are to be delivered*) or Funding, or any other part of this Agreement, it should notify SEEDA in writing of the required change.
- 11.4 SEEDA shall consider any reasonable change to this Agreement, and notify Provider in writing within a reasonable time period if the requested change is accepted by SEEDA or not.
- 11.5 No amendment or variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. Provider shall comply with any reasonable formal procedures for amending or varying contracts that SEEDA may have in place from time to time, as the same are notified to Provider.

12 ACCESS AND MONITORING

- 12.1 Except that SEEDA shall give Provider reasonable advance notice in writing of proposed visits to Provider or its sub-contractors, SEEDA and any other public body to which SEEDA is accountable may visit Provider or its sub-contractor to observe the delivery of the Project at reasonable intervals.
- 12.2 For monitoring and evaluation purposes, SEEDA or its agents, [the National Audit Office, Representatives of the European Commission, European Secretariat, Government Departments, Government Offices, the European Court of Auditors, the Audit Commission and the Inspectorates and any other public body] or agents of the aforementioned bodies shall have the right to visit all or any site(s) and view operations relating to the Project and to inspect relevant documents and interview Project users and Provider staff during these visits at reasonable intervals.
- 12.3 Subject to Clause 12.1 Provider shall, and shall ensure that its sub-contractors shall, permit access to any of the representatives listed at Clause 12.2 in order to:
 - 12.3.1 examine, audit or take copies of any original or copy documentation, accounts, books and records of Provider and its sub-contractors that relate to the Project;
 - 12.3.2 visit, view or assess the design, management and delivery of any activity relating to the Project at any premises where those operations are carried out (including those of sub-contractors) and conduct relevant interviews, including interviews with any participants in the Project, during these visits at any reasonable time;
 - 12.3.3 carry out examinations into the economy, efficiency and effectiveness with which Provider has used SEEDA's resources in the performance of the Project.
- 12.4 Where reasonably required, Provider and its sub-contractors shall provide copies of any relevant documents required by any of the representatives listed at Clause 12.2.
- 12.5 Provider and any sub-contractor shall, if required by any of the representatives stated at Clause 12.2, provide appropriate oral or written explanations of any documents or procedures.
- 12.6 Provider shall keep all records books and receipts relating to the delivery of the Project in a form which enables the records to be identified separately from any other records. Such records books and receipts shall be made available to SEEDA within a reasonable time upon reasonable request.

- 12.7 Provider shall retain original invoices and management information returns and all other documents necessary to verify services provided by Provider or by its sub-contractors in relation to this Agreement in the course of delivering the Project including, but not limited to those documents required under Schedule 2, for 6 years from the end of the financial year in which the project is completed. Such invoices and documents shall be made available, by Provider, for audit purposes by any officers authorised by SEEDA.
- 12.8 SEEDA will review the Project with Provider 1 month before the Project Completion Date to consider the future sustainability of the Project.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 Provider acknowledges that it is a condition of SEEDA's Funding of the Project that with the exception of Third Party Background Intellectual Property Rights, if any, Provider owns all Intellectual Property Rights in the Deliverables and Provider shall obtain an assignment of the same from any sub-contractor or other third party involved in the creation of the Deliverables. Provider warrants, undertakes and covenants to SEEDA that it shall own the Intellectual Property Rights in the Deliverables.
- 13.2 With the exception of Third Party Intellectual Property Rights, subject to Clause 13.4 all Intellectual Property Rights in the Deliverables shall remain the property of Provider.
- 13.3 Provider acknowledges that it is a condition of SEEDA's Funding of the Project that Provider has a licence to use all Third Party Background Intellectual Property for the purposes of delivering the Project and if necessary (in SEEDA's opinion) for the delivery of the Project Provider shall obtain the right to sub-licence the same to SEEDA from the owner of such Third Party Background Intellectual Property (if any is used). Provider warrants, undertakes and covenants to SEEDA that it shall irrevocably sub-licence use of all Third Party Background Intellectual Property to SEEDA for the purposes of the Project or any other purposes which the Parties may agree in writing on a royalty free basis in accordance with the terms of the licence at Clause 13.4.
- 13.4 If requested by SEEDA in writing Provider agrees to licence all Intellectual Property Rights in the Project Deliverables and sub-licence Third Party Background Intellectual Property (if any) to SEEDA on a royalty fee, non-exclusive, world wide basis for SEEDA to use, copy, issue, sub-licence, adapt or otherwise develop for any purpose for the duration of all such Intellectual Property Rights for the purposes of the Project or any other purposes which the Parties may agree in writing.
- 13.5 Provider will take all such steps and execute any documents SEEDA may require in order to perfect SEEDA's licence at Clause 13.4 (Intellectual Property Rights).
- 13.6 Provider acknowledges that it is a condition of SEEDA's funding of the Project that SEEDA shall be entitled to make publicly available information and know-how relating to or derived from the Project which SEEDA regards as "Best Practice" ("Project Related Know-How") notwithstanding that this Project Related Know-How may constitute Intellectual Property Rights belonging to Provider or a third party and that such Project Related Know-How will as a result enter the public domain.
- 13.7 SEEDA's decision as to what constitutes Best Practice shall be final. SEEDA shall have the right to amend the Project Related Know-How or to combine information and know-how from two or more projects as it thinks fit to when compiling and publishing what it regards as Best Practice in exercise of the right referred to in Clause 13.6. Where SEEDA has amended Project Related Know-How or combined information and know-how from two or more projects it shall not identify Provider as a contributor without Provider's prior written consent.

14 SUB-CONTRACTORS

- 14.1 Provider shall include in its contracts with suppliers, agents or sub-contractors engaged for the purposes of the Project a written condition undertaking to make payment for the supply of their goods and/or services within 30 days of receipt of the supplier's or sub-contractor's invoice (provided that such goods and/or services have been supplied in accordance with the relevant contract).
- 14.2 Provider shall take all reasonable steps to satisfy itself that its agents, suppliers and sub-contractors (and their employees) are suitable in all respects (including, without limitation, in respect of qualifications) to be engaged in relation to the Project.
- 14.3 Provider shall notify SEEDA within 5 days of any claim brought against Provider arising out of or relating to Provider's performance of the Project including any claim made against any sub-contractor, supplier or agent of which Provider receives notification.
- 14.4 Provider shall include in its contracts with agents, suppliers and subcontractors provisions that require that its agents, suppliers and sub-contractors entering on to SEEDA's premises comply with all security measures imposed by SEEDA from time to time including, where relevant, the use of photo passes or other passes. Provider shall also require that passes are returned to SEEDA when no longer required by the relevant employee or sub-contractor for the purposes of this Agreement.

15 PROVIDER'S EMPLOYEES

- 15.1 Provider shall take all reasonable steps to satisfy itself that the persons it engages to work on the Project are suitable in all respects (including, without limitation, in respect of qualifications) to perform the Project.
- 15.2 Provider shall ensure that its employees entering on to SEEDA's premises comply with all security measures imposed by SEEDA from time to time including, where relevant, the use of photo passes or other passes. Provider shall ensure that passes are returned to SEEDA when no longer required by the relevant employee or sub-contractor for the purposes of this Agreement.

16 DATA PROTECTION

- 16.1 Provider shall ensure that it has made such notification to the Information Commissioner pursuant to the Data Protection Act 1998 which is required for the performance of this Agreement and shall comply with all relevant requirements of the said Act and shall be liable for and shall indemnify SEEDA against any expense, liability, loss, claims or proceedings arising as a result of or in connection with any breach of this Clause.
- 16.2 Provider further undertakes and covenants to use any information or other material disclosed to it in connection with the Project solely for the purpose for which such information or other material was disclosed to it and in accordance with the Data Protection Act 1998.

17 LIABILITY

- 17.1 Provider shall indemnify SEEDA against any expense, liability, loss, claim or proceedings in respect of personal injury to or death of any person given or made by any court of competent jurisdiction or mutually agreed as part of any settlement arising out of or in the course of or caused by the negligent act or omission or wilful default of Provider, or its agents, sub-contractors, suppliers or employees in the delivery of the Project, except to the extent (if any) that it was also

caused or contributed to by the negligent act or omission or wilful default of SEEDA or its servants or agents.

- 17.2 Provider shall indemnify SEEDA against any expense, liability, loss, claim or proceedings in respect of direct loss or damage to property whether belonging to SEEDA or otherwise given or made by any court of competent jurisdiction or mutually agreed as part of any settlement arising out of or in the course of or caused by the negligent act or omission or wilful default of Provider or its agents, sub-contractors, suppliers or employees in the delivery of the Project, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of SEEDA or its servants or agents.
- 17.3 All property of Provider whilst on SEEDA's premises is there at the risk of Provider and SEEDA accepts no liability for any loss or damage howsoever occurring to it, except to the extent (if any) that it was also caused or contributed to by the negligent act or omission or wilful default of SEEDA or its servants or agents.
- 17.4 Provider warrants that all of the information contained in its application for SEEDA Funding, and all supporting information, and representations made orally or in writing is true and accurate at the time provided, and at the date of this Agreement, and that all anticipated Outcomes and Milestones (*if Outputs and Milestones are to be delivered*) are achievable.
- 17.5 Provider warrants to SEEDA that all works produced and/or delivered under the Agreement including but not limited to the Deliverables and any Third Party Background Intellectual Property (whether developed for the Project or not) will not infringe, in whole or in part, any copyright or any other Intellectual Property right of any person and agrees to indemnify SEEDA against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any works, where such act is, or is alleged to be, an infringement of a third party's copyright or other Intellectual Property right. This warranty and indemnity shall survive the termination of the Agreement and shall exist for the life of the copyright or other Intellectual Property right.
- 17.6 Provider warrants, undertakes and covenants to SEEDA that the obligations of Provider under this Agreement will be performed by appropriately qualified and trained persons with reasonable skill care and diligence and to such high standards of quality as is reasonably expected of a professional organisation carrying out such a Project.
- 17.7 Provider warrants, undertakes and covenants that any goods supplied by Provider forming a part of the Project will be of satisfactory quality and comply with its specification and will have the benefit of a product guarantee in respect of defects in design, material and workmanship.
- 17.8 Without prejudice to any other remedy, if any part of the Project is not performed in accordance with this Agreement then SEEDA shall be entitled, where it considers it to be appropriate, to:-
- 17.8.1 require Provider either itself or through its duly authorised agents, contractors or sub-contractors, to promptly re-perform, replace or re-work as the case may be the relevant part of the Project without additional charge to SEEDA; or
- 17.8.2 assess the reasonable cost of remedying the failure ("the Assessed Cost") and to deduct from any sums due to Provider the Assessed Cost.
- 17.9 Provider shall be liable for and shall indemnify SEEDA against any expense (including, without limitation, legal expenses), liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Agreement or otherwise through the default, directly or indirectly, of Provider.

18 INSURANCE

- 18.1 Provider shall ensure that it and its sub-contractors or agents have in force, at all material times, adequate and suitable insurance with an insurer of good repute to cover all statutory obligations and to cover claims arising under this Agreement or the relationships created by it or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Agreement. Provider shall upon request produce to SEEDA, its or any other relevant policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.
- 18.2 Where Provider (or its sub-contractors or agents) is a person or body exempted from the obligations of the Employers Liability (Compulsory Insurance) Act 1969, Provider shall not be required to carry insurance for which it is exempted by the said Act if alternative arrangements for meeting such liabilities are made to the satisfaction of SEEDA or in relation to Employers Liability (Compulsory Insurance) or any other insurance SEEDA have agreed.
- 18.3 Provider, when requested, shall produce to SEEDA evidence showing the actual coverage in force at the time of the request and shall give SEEDA written notice before any such insurance is altered or cancelled.

19 CONFIDENTIALITY

- 19.1 All documents and information relating to the Project and/or its participants received by the Parties and/or sub-contractors during or in connection with the performance of this Agreement shall subject to the terms of this Agreement be held by the Parties and/or sub-contractors in the strictest confidence.
- 19.2 All documents and information provided by either Party to the other during or in connection with the performance of this Agreement shall be treated as confidential. 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 to any other person without the prior written consent of the issuing Party. The Parties shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:-
- 19.2.1 is already in the public domain; or
 - 19.2.2 is disclosed to Provider without any obligation of confidence by a third party who has not derived it directly or indirectly from SEEDA; or
 - 19.2.3 is trivial or cannot reasonably be considered to be confidential; or
 - 19.2.4 relates to the performance of Provider in relation to delivery of the Project; or
 - 19.2.5 is disclosed to sub-contractors contracted to deliver all or part of the Project;
 - 19.2.6 is required to be disclosed by any enactment of law or judgement of any competent Court.
- 19.3 The Parties will ensure that information deemed confidential is only released to a third party with the prior written authority of the Party providing that information.

20 FRAUD

- 20.1 The Parties shall use all reasonable endeavours to safeguard SEEDA's Funding of the Project against fraud generally and, in particular, fraud on the part of Provider's directors, employees or sub-contractors.
- 20.2 The Parties shall pay the utmost regard to safeguarding public funds against misleading invoices for payment. Provider shall notify SEEDA immediately if it has reason to suspect that any fraud has occurred or is occurring.
- 20.3 Provider shall notify SEEDA immediately of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:
- 20.3.1 collusion with members of the staff of SEEDA;
 - 20.3.2 computer fraud;
 - 20.3.3 the submission to SEEDA of inaccurate, incomplete, misleading or falsified management information;
 - 20.3.4 fraud involving awarding bodies.
- 20.4 The Parties shall co-operate in the identification of participants in the Project who may be unlawfully claiming benefits. SEEDA may from time to time brief Provider as to the co-operation and assistance it reasonably requires including the provision of information regarding fraud by Project participants.

21 BREACH AND RECOVERY OF FUNDING

- 21.1 SEEDA may reduce, suspend or withhold the Funding, require all or part of the Funding to be repaid, [or require Capital Assets to be transferred to SEEDA (where the purchase of such Capital Assets was wholly funded by SEEDA)] if:-
- 21.1.1 SEEDA judges the performance of the Project unsatisfactory;
 - 21.1.2 Provider fails in SEEDA's reasonable opinion to comply with the terms and conditions set out in this Agreement;
 - 21.1.3 this Agreement is terminated in accordance with Clause [22] (Termination) (except where Provider is entitled to terminate for breach by SEEDA [or SEEDA terminate under Clause [22.3] (Notice of Termination)]);
 - 21.1.4 there is a change to the nature, scale, costs, ownership or timing of the Project which SEEDA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the written agreement in advance of SEEDA, if required;
 - 21.1.5 any information provided in the application for Funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which SEEDA considers in its absolute discretion to be material;
 - 21.1.6 a charge is taken on any Capital Asset (obtained through SEEDA funding) without the written agreement in advance of SEEDA;
 - 21.1.7 there is a failure to keep and maintain the records as required under this Agreement;

- 21.1.8 during the Term the Deliverables as a whole are used for purposes other than the Project;
 - 21.1.9 SEEDA judges there is unsatisfactory progress towards completing the Project, or if the Project is not completed by the Project Completion Date;
 - 21.1.10 SEEDA judges there is unsatisfactory progress towards achieving the Outputs and Milestones specified in Schedule 3 (Outputs and Milestones);
 - 21.1.11 other than a sale in accordance with Clause [23.1] any or all of the Capital Assets funded exclusively by SEEDA as part of the Project are disposed of within five years of the Project Completion Date without the prior written approval of SEEDA;
 - 21.1.12 insufficient measures are taken by Provider to investigate and resolve any reported irregularity;
 - 21.1.13 any other circumstances or event occurs which in SEEDA's reasonable opinion are likely to affect Provider's ability to achieve the Outputs and Milestones specified in Schedule 3 (Outputs and Milestones) (*if Outputs and Milestones are to be delivered*) or result in a risk that the Project as approved by SEEDA from time to time will not be completed, and SEEDA having disclosed such concerns to Provider, Provider have done nothing to address such concerns to SEEDA's satisfaction within a reasonable period.
- 21.2 In the event that SEEDA required all or part of the Funding to be repaid in accordance with Clause 21.1, Provider undertakes to pay such amount to SEEDA immediately on demand, (or as shall be determined as appropriate in SEEDA's absolute discretion, within 30 days of making a written request for payment, if such request permits Provider a 30-day repayment period), without deduction, set off or counterclaim unless Provider has a valid court order requiring an amount equal to such deduction to be paid by SEEDA to Provider.

22 TERMINATION

- 22.1 SEEDA may terminate this Agreement with immediate effect in the event that in the reasonable opinion of SEEDA, the conduct of Provider in performing its obligations under this Agreement amounts to fraud, dishonesty, wilful concealment, gross misconduct or incompetence.
- 22.2 This Agreement shall commence on the Project Start Date and continue until the Project Completion Date.
- 22.3 This Agreement may be terminated by either party giving to the other party at least thirty days' notice in writing.
- 22.4 Without prejudice to Clause 22.1, in the event of any breach (other than a material breach) of this Agreement by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the Party not in breach may terminate this Agreement with immediate effect by notice in writing.
- 22.5 This Agreement may be terminated by SEEDA with immediate effect by notice in writing if at any time:-
 - 22.5.1 Provider passes a resolution that it be wound-up or that an application be made for an administration order or Provider applies to enter into a voluntary arrangement with its creditors; or

- 22.5.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of Provider's property, assets or any part thereof; or
- 22.5.3 the court orders that Provider be wound-up or a receiver of all or any part of Provider's assets be appointed; or
- 22.5.4 Provider is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986; or
- 22.5.5 any officers or representatives of Provider are convicted of a criminal offence related to Provider's business or professional conduct; or
- 22.5.6 any officers or representatives of Provider commit an act of grave misconduct in the course of Provider's business; or
- 22.5.7 any officers or representatives of Provider fail to fulfil his/their obligations relating to payment of taxes; or
- 22.5.8 Provider fails to disclose any material misrepresentation on becoming aware of the same in supplying information required by SEEDA in or pursuant to this Agreement; or
- 22.5.9 Provider ceases or threatens to cease carrying on business.

23 EFFECT OF EXPIRY AND TRANSFER OF RESPONSIBILITY

23.1 In the event:

- 23.1.1 of termination of this Contract pursuant to Clause [22] (Termination), otherwise than by reason of SEEDA's default [or no cause termination by SEEDA under Clause 22.3]; or
- 23.1.2 save as agreed otherwise in writing, that equipment purchased by Provider using funding provided by SEEDA hereunder is used for a purpose not within the Project,

SEEDA may by notice in writing require Provider to sell at open market value all equipment purchased by Provider using funds provided by SEEDA. The proceeds of sale in respect of such equipment, after deduction of any expenses reasonably incurred by Provider directly in connection with such sale, shall be paid by Provider to SEEDA and until the completion of such sale all rights, title and interest in such equipment shall vest in SEEDA solely and Provider shall do any acts and execute any documents or instruments necessary to give effect to this Clause 23.1 (Effect of Expiry and Transfer of Responsibility).

- 23.2 The Parties agree that if upon termination of this Agreement circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 1981 are applicable, the Parties shall in good faith co-operate with each other in the disclosure of information and the provision of other assistance so as to facilitate such outcome in relation to the relevant employees as may be acceptable to the Parties.
- 23.3 The Parties agree that on termination or expiry of this Agreement for any reason, the continuity of the Project is of paramount importance. Provider shall do its utmost to minimise disruption caused to end users and to assist the implementation of any contingency plan proposed by SEEDA to deal with the effects of such termination or expiry in so far as it is practicable to do so.
- 23.4 Provider shall, at no cost to SEEDA, promptly provide such assistance and comply with such timetable as SEEDA may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Project (or its equivalent) upon the expiry or other termination of

this Agreement. Provider shall ensure that its employees and its sub-contractors are under a similar obligation. SEEDA shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Agreement.

- 23.5 Such assistance may include (without limitation) delivery of documents and data in the possession or control of Provider or its sub-contractors which relate to performance, monitoring, management and reporting of the Project, including the documents and data, if any, referred to in the Schedules.
- 23.6 Provider undertakes and covenants that it shall not knowingly do or omit to do anything which may adversely affect the ability of SEEDA to ensure an orderly transfer of responsibility for provision of the Project.
- 23.7 Subject to Clause 23 (Effect of Expiry and Transfer of Responsibility), each Party's further rights and obligations cease immediately on termination or expiry of this Agreement but termination does not affect a Party's accrued rights and obligations at the date of termination or expiry.
- 23.8 Notwithstanding the termination or expiry of this Agreement, Clauses 2 (Status of Provider), 6 (Management), 7 (Project Management), 10 (Reputation and Public Service Considerations), 12 (Access and Monitoring), 13 (Intellectual Property Rights), 17 (Liability), 19 (Confidentiality), 23 (Transfer of Responsibility on Expiry of Termination) (to the extent only as is required by SEEDA to verify matters relevant to the Project which occurred during the Term and to ensure compliance with any obligations of either party which subsist beyond the Terms) 9.1 (Publicity), 21 (Breach and Recovery of Funding) and 24 (Recovery of Sums Due) of this Agreement (together with any provisions necessary for their interpretation or enforcement) shall remain in full force and effect.

24 RECOVERY OF SUMS DUE

Wherever any sum of money shall be recoverable from or payable by Provider to SEEDA, SEEDA may deduct the same from any sum then due to Provider or which at any time thereafter may become due to Provider under this Agreement or under any other Agreement with SEEDA.

25 WAIVER

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

26 SEVERANCE

- 26.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 26.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.
- 26.3 The Parties agree, in the circumstances referred to in Clause 26.1 and if Clause 26.2 does not apply, to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

27 ENTIRE AGREEMENT

Except as set out in this Agreement, in the absence of fraud, this Agreement and any documents referred to in it represent the entire understanding between the Parties in relation to their subject matter and supersede all agreements and representations made by either Party, whether oral or written.

28 RIGHTS OF THIRD PARTIES

Except where rights of access have been given to third parties in Schedule 2 and Clause 12, or any other rights are reserved by any Government body, this Agreement is made solely and specifically between the parties hereto and it is not intended to be for the benefit of or enforceable by any other person, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

29 NOTICES

Any notices to be given under this Agreement shall be delivered personally or sent by first class post or by facsimile transmission to the SEEDA contract manager (in the case of SEEDA) or to Provider's contract manager (in the case of Provider). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post; 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission (provided a confirmatory letter is sent on the day of transmission by prepaid first class post).

30 LAW AND JURISDICTION

30.1 This Agreement shall be governed by and interpreted in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

30.2 This document has been executed on the date stated at the beginning of this Agreement.

31 FORCE MAJEURE

31.1 Neither Party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages or delays in transportation, inability to obtain supplies and equipment, delays caused by unforeseen software or technology bugs and viruses, requirements or regulations of any civil or military authority (an "Event of Force Majeure"). Each of the Parties hereto agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

31.2 The operation of this Agreement shall be suspended during the period (and only during the period) in which the Event of Force Majeure continues. Forthwith upon the Event of Force Majeure ceasing to exist, the Party relying upon it shall give written advice to the other of this fact. If the Event of Force Majeure continues for a period of more than 90 days and substantially affects the commercial intention of this Agreement, then either Party shall be entitled to terminate this Agreement. Upon such termination, the provisions of Clause [23] shall apply.

32 CORRUPTION

32.1 Provider shall not offer to give, or agree to give, to any member, employee or representative of SEEDA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or having refrained from doing, any act in relation to the obtaining or execution of this or any other Agreement with SEEDA or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Agreement.

32.2 Provider’s attention is drawn to the Prevent of Corruption Acts 1889 to 1916. Any offence by Provider or its employees or by anyone acting on its behalf under the Prevention of Corruption Acts 1889 to 1916 in relation to this or any Agreement with Her Majesty’s Government shall entitle SEEDA to terminate the Agreement and recover from Provider the amount of any loss resulting from such termination and/or to recover from Provider the amount or value of any gift, consideration or commission.

33 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be original, and all the counterparts together shall constitute one and the same instrument.

SIGNED by:

redacted

duly authorised for and on behalf of Director Learning and Skills Division

SEEDA

SIGNED by: redacted

duly authorised for and on behalf of [Chief Executive Officer]

National Council for Graduate Entrepreneurship

SCHEDULE 1

The Project

1 DESCRIPTION AND PURPOSE OF THE PROJECT

1.1 Aim

This project is for the delivery of 2 events, each at different and appropriate venues in the region, the aim of which is to inspire students/graduates to explore the possibility of starting their own business, and if starting a business is right for them, to commit to further action in each HEI and the business support community.

These events support the National Council for Graduate Entrepreneurship (NCGE) Flying Start in its effort to raise the profile of entrepreneurship and increase the number of students and graduates (defined as within five years of graduation) seriously considering and engaging in business start-up in all its forms including self-employment.

It is hoped that the project will have a very long lasting impact on the region's economy.

This project must also ensure equality of opportunity for all students/recent graduates across the region.

1.2 Objectives

- Encourage a minimum of 500 graduates (graduating within the last 5 years) and current students, close to graduating, from within the region, to explore the possibilities of starting their own business.
- Increase the graduates' and students' self knowledge with regard to propensity to entrepreneurship
- Educate graduates and students about the business start up process, and sources of support available
- Introduce graduates and students to named sources of information, help and support, both within and outside of universities, and to engender the sense of being part of a wider network.

2 DELIVERY MECHANISM

In order to achieve its aims , these two events will offer a fun, inspirational learning experience to the students to inform them of the range of entrepreneurial activities open to them as economic/career options.

The events will have a range of activities including information points, business clinics, workshops and also have roving young entrepreneurs acting as role models, generating a mood of excitement and 'buzz' for all who attend.

The Provider will coordinate a Working Group of key partners, set up to provide input on these two events specifically to ensure that it meets regional needs. The purpose of the Working Group is not to redesign what is already a successful format and structure, but to advise on content to make sure that it meets regional needs. The Working Group will consist of a SEEDA representative, an NCGE representative, and two or three members of HEI's in the region.

During both events, informative workshops will be organised around topical and relevant topics and themes for aspiring entrepreneurs. The events will cater for three distinct target groups: students who have no ideas but want to do something in business; students who have many ideas and need help to decide which one to take forward; students who have a very clear idea and who want to start their business in 2006-2007.

The event would also provide signposts to post-event support, nationally including NCGE Flying Start, and locally/regionally, including HEI support.

These two events would be held at different and centrally located (to the region), large venues the first at the end of February and the second in the beginning of March 2006.

Communication and partnership working

SEEDA will communicate with the Higher Education Entrepreneurship Group in the first instance to inform them that NCGE will be organising/coordinating the events and to solicit volunteers to be involved in the WG. There will be one Working Group for both events. NCGE will convene the WG meeting once SEEDA have confirmed volunteer members. NCGE will convene the first meeting of the WG in January.

NCGE will work closely and in harmony with SEEDA to manage stakeholder relationships in the HEI community. This will be done in conjunction with, and with sensitivity for the existing relationships. Information about new relationships that are established during the course of the project will be shared with SEEDA via the post-event report.

Key Duties of the Provider

- Steering group coordination and management
- Sourcing of venue and management of venue contract in conjunction with SEEDA
- Managing relationships with all relevant stakeholders
- Event planning and coordination, including invitations, travel arrangements for delegates and presenters, coordination with Twelve Consultancy on pr activities
- Programme coordination, sourcing of presenters, mentors and helpers
- Speaker sourcing (with help from SEEDA),
- Exhibitor sourcing (with help from SEEDA)
- Delegate packs and other materials
- Liaison with stakeholders in the region
- Marketing of event; including distribution and production of marketing materials

General event management during the Rally – organising of helpers, greeting of presenters and guest speakers and VIPs, production of materials for the day
Gathering information and detail about standard outputs, feedback and evaluation of the event
Follow up report including evaluation, refinements, and enhancements (lessons learned)

***PLANNING SCHEDULE, SUPPORTING INFORMATION FOR THE PROJECT, PR ACTIVITY
PLAN AND PROPOSED BUDGET ATTACHED AS ANNEX 1, 2 3 AND 4 TO SCHEDULE 1***

End of Schedule 1

SCHEDULE 2

Monitoring

- 1 Provider will complete the Project/Scheme Output Monitoring Return (the “Return”) on a quarterly basis throughout the Project until 31st March 2006 to report on the Outputs and Milestones. The Return will be issued at least 2 weeks before each ‘quarter day’ and should be duly certified by Provider’s Chief Financial Officer (or equivalent) and the completed Return sent to SEEDA within 10 working days of each Quarter Day.
- 2 Provider will maintain and retain all records necessary for SEEDA to verify that the Outputs and Milestones on the Return have been achieved, and SEEDA and all other Government or other public bodies to whom SEEDA are responsible, including the NAO and the DTI will have full access to Provider’s premises and records of Outputs and Milestones at all times.
- 3 Provider will supply all information described in Schedule 5 (Evidence of Outputs) relating to Outputs and Milestones, when submitting Returns.
- 4 Provider will produce an end of year report, complete with financial appraisal and evaluation of the project and the resulting training provision measured against the benchmarks, milestones and targets. This report should be certified by Provider’s Chief Financial Officer (or equivalent) and shall include details of:-
 - i. The aims and objectives of the Project;
 - ii. The organisation of the Project and methodology used;
 - iii. The result of the Project: whether the Project’s objectives have been achieved; quantitative data on outputs delivered; with reference to the original stated aims, objectives and outputs as detailed in schedule 1;
 - iv. Implementation of marketing plans;
 - v. Products/processes and lessons worthy of wider dissemination;
 - vi. Linkages developed/being developed with other local/regional partnerships and employers;
 - vii. ‘revision of the vision’ – outcomes from evaluation strategy;
 - viii. Plans to build on the project and its outcomes/sustainability;
 - ix. Evaluation of the impact on the skills base.

As part of the annual report the Provider should also produce an executive summary containing outlines of:-

- i. aims and objectives;
- ii. methodology;
- iii. resources used;
- iv. outputs and outcomes, recommendations for further local action; and
- v. lessons learned that are worthy of wider dissemination.

End of Schedule 2

SCHEDULE 3

Outputs and Milestones

Project RDA Gross Forecast Outputs		No. to deliver						
		Year 1 (Specify)				Year 2 (Specify)	Future Years	Total
		1Q	2Q	3Q	4Q			
What are the anticipated RDA direct mandatory outputs? (Please fill in actual numbers) <i>For definitions:- Please see Schedule 5</i>	1a. Job Creation – No. of jobs created or safeguarded, including seasonal and part part-time employment 1b. Job Creation – No. of jobs created in social enterprises 1c. Job Creation – No. of jobs created in community organisations 2a. Employment Support – No. of people (incl. target groups) assisted to secure sustainable productive jobs 2b. Employment Support – No. of people assisted to gain better quality employment 3a. Business Creation – No. of new social enterprise start-ups demonstrating growth after 12 months 3b. Business Creation – No. of new, sustainable, community organisations 3e. Business Creation – No. of new businesses created as a result of partnership activity with HEI's 3f. Business Creation – no. of new SET-based and other knowledge-driven business start-ups 3g. Business Creation – No. of female and ethnic minority owned or managed business created 3h. Business Creation – Other businesses created lasting 12 months 4a. Business Support – No. of businesses within the region engaged in new collaborations with the UK knowledge base 4b. Business Support – No. of businesses engaging with regional, national and European innovation support initiatives 4c. Business Support – No. of businesses helped into a business network 4g. Business Support – No. of businesses assisted with management/leadership skills 4i. Business support – No. of businesses using reformed business services 4l. Business Support – No. of businesses whose R&D has been leveraged by RDA engagement 4n. Business support – No. of businesses assisted to make better use of ICT including on line trading 6. Skills – No. of people assisted with their skills development as a result of RDA programmes 6a. Skills – No. of adults gaining basic skills as part of the skills for life strategy 6b. No. of adults in the workforce who lack an NVQ2 who are supported in achieving at least a full level 2 qualification 6c. Skills – Undertake workbased training 6d. Skills – Gain a qualification at NVQ3 6e. gain a foundation degree or higher level qualification				500			

	6f. Skills – Complete a vocational training course that better equips economically inactive people obtain sustainable, productive employment 6g. Skills – Complete an apprenticeship programme 6j. Skills – no. of people assisted <i>in another way</i> with their skills development as a result of RDA programmes							
Other Forecast Outputs <ul style="list-style-type: none"> List any other measurable which will help monitor the project delivery 								
Gross - Net <ul style="list-style-type: none"> State any known additionality effects <i>See guidance notes</i>	Leakage: Displacement: Deadweight:							

End of Schedule 3

SCHEDULE 4

Payment

Eligible Expenditure

- 1 Payment up to a maximum of £60,000 will be provided to the Provider by SEEDA as reimbursement of actual costs on the capital equipment and project activities listed below provided that:

- 1.1 The expenditure falls within the heading and limits in the table of payments below [1.1.1]

1.1.1 Table of payments:-

SUBHEADING	SEEDA Funding £
Equipment	£
Staff Costs	£
Training for Staff	£
Training for Beneficiaries	£
Consultancy and Expert Advice	£
Other Revenue Costs	£60,000
TOTAL	£60,000

- 1.2 The expenditure is incurred, and claims are made, in accordance with this Contract and in particular as set out in the Monthly Profile of Claims [1.2.1]

1.2.1 Monthly/Quarterly Profile of Claims Against the Project

Month/Quarter	Capital	Revenue	Total
April (Financial Year?)	£	£	£
May	£	£	£
June	£	£	£
July	£	£	£
August	£	£	£
September	£	£	£
October	£	£	£
November	£	£	£
December	£	£	£
January	£	£20,000	£20,000
February	£	£20,000	£20,000

March (31 st)	£	£20,000	£20,000
<i>TOTAL TO BE CLAIMED</i>	£	£60, 000	£60, 000

2 Financial Term and Conditions

- 2.1 All amounts shown shall be inclusive of unrecoverable VAT where applicable.
- 2.2 SEEDA is under no obligation, under the terms of this Contract, to make any other payment than those given above.
- 2.3 If at any time the Provider has reasonable cause to believe that the pattern of future expenditure will vary from the monthly profile [1.2.1], the Contractor shall immediately provide SEEDA with a revised profile and full explanation in writing of such variance. SEEDA shall not be under any obligation to accept such a variation.
- 2.4 The Provider shall retain documentary evidence of expenditure to support the amounts claimed from SEEDA. This shall include suppliers' invoices and all other documents relating to the purchase of all capital equipment and all work undertaken against agreed milestones, funded by SEEDA. This must include timesheets for any staff employed to work on the project where applicable.
- 2.5 The Provider shall maintain full and accurate accounts for the Project. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts [please refer to Clause 8.9 regarding non reclaimable VAT].
- 2.6 The Provider shall permit duly authorised staff or agents of SEEDA, Department of Trade and Industry, the National Audit Office or European Auditors to examine the accounts at any reasonable time and shall furnish oral or written explanations of the accounts if required. SEEDA reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used SEEDA's resources in the performance of this contract.
- 2.7 Claims shall be prepared by the Provider in arrears as per Monthly/Quarterly Profile [1.2.1], using the SEEDA claim form and shall be detailed against the list of eligible expenditure and include a progress report detailing outputs and outcomes. The Provider or his or her nominated representative or accountant shall certify on the claim form that the amount claimed is in accordance with this Contract and represents goods received and work undertaken and that the claim does not include any costs being claimed from any other body or individual or from SEEDA within the terms of another contract.
- 2.8 Claims shall be sent, within 10 working days of the end of the relevant month, unless an alternative date is requested in advance by a SEEDA representative. All claims shall be sent to David Keenan, SEEDA Headquarters, Cross Lanes, Guildford, Surrey, GU1 1YA. SEEDA aims to pay all duly completed claims in accordance with the Contract or within 30 days of receipt. SEEDA shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 2.9 SEEDA shall make payments by means of Bank Automated Clearing System.
- 2.10 The Provider shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in SEEDA's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, SEEDA shall only be liable to

reimburse so much (if any) of the expenditure as, in SEEDA's reasonable opinion after consultation with the Provider, would reasonably have been required for that purpose.

- 2.11 If this contract is terminated by SEEDA due to the Provider's insolvency or default at any time before completion of the Project, SEEDA shall only be liable to reimburse eligible payments made by, or due to, the Provider before the date of termination.
- 2.12 The Provider shall promptly draw-up a final claim, which shall cover all eligible outstanding expenditure incurred for the Project. The final claim shall be submitted not later than 31st May 2006 . Failure to do so could result in non-payment of the final claim.
- 2.13 SEEDA shall not be obliged to pay the final claim until the Provider is able to certify that all elements of the project specified are carried out.
- 2.14 It shall be the responsibility of the Provider to ensure that the final claim covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous claims have been duly paid, on due payment of the final claim by SEEDA all amounts due to be reimbursed under this Contract shall be deemed to have been paid and SEEDA shall have no further liability to make reimbursement of any kind.
- 2.15 The Provider shall arrange for an independent accountant who is eligible for appointment as a company auditor under section 25 of the Companies Act 1989 (other than an accountant whose only appropriate qualification is that (s)he retains an authorisation by the Board of Trade or by the Secretary of State for Trade and Industry under section 13(1) of the Companies Act 1967) to carry out a full audit of all expenditure under this contract and to provide SEEDA with written statement of Grant Expenditure. This documentation shall be provided no later than first week of the December following the end of the SEEDA Financial Year in which the Grant has been claimed.

End of Schedule 4

SCHEDULE 5

Evidence of Outputs

1. Job creation – Number of jobs created or safeguarded	
Terms	Definitions
Job created	<p>It must be a new, permanent, paid, full time equivalent (FTE) and is not covered under the exclusions.</p> <p><i>New</i> = should not have existed in the region or with that employer in the UK before the intervention</p> <p><i>Permanent</i> = should have a life expectancy of at least 1 year</p> <p><i>FTE</i> = paid work of 30 hours or more per week. Convert part time jobs to FTE either:</p> <ul style="list-style-type: none"> on a pro rata basis based on hours worked; or 2 part time jobs = 1 FTE, where no other information available (i.e. EC approach)
Counted as a job created	<p>When a new, permanent, FTE or equivalent, paid post is filled.</p> <p><i>Seasonal jobs</i> may be counted where they are integral to the project for example in the tourism sector, provided there is a contract of employment that will last for a minimum of 4 weeks per annum. Calculated on a pro rata basis e.g. a 3 month job = 0.25FTE or 2 part-time jobs = 1FTE, if no data is available.</p> <p><i>Foreign Direct Investment (FDI) and Selective Finance for Investment in England (SFIE)</i> jobs can be counted in gross jobs when they have been delivered.</p>
Job safeguarded	<p>To qualify there must be a permanent, paid, full time equivalent (FTE) job which is at risk.</p> <p><i>Risk</i> forecast to be lost within 1 year normally i.e. the jobs at risk must be specified, or if sector is in long-term decline a longer period might be appropriate (where RDA is proposing to undertake pre-emptive action).</p> <p><i>FDI and RSA</i> count as for new jobs.</p>
Counted as job safeguarded	<p>When it is:</p> <p>forecast as at risk when the project was approved; and</p> <ul style="list-style-type: none"> is still in existence at the time of counting; and <p>is no longer at risk of being lost within a year.</p>
Exclusions	<p><i>Inputs</i> to the project such as:</p> <p>jobs to set up or deliver the project e.g. management/administrative staff, consultancies, or temporary contractors</p> <p>Construction jobs integral to the delivery of a project (e.g. in remediating a site or construction of premises), even if they last for more than a year.</p> <p><i>Seasonal jobs</i> which are incidental to the project</p> <p><i>Transferred jobs</i> as a result of a company moving either within the region or from other English regions or UK devolved administrations are not new jobs. These may be included as safeguarded jobs but only where the relocation is part of a rationalisation programme which will safeguard jobs by moving them and otherwise meet the criteria above.</p> <p><i>Occupancy of the post</i> - the job must not be counted again if it is filled over time by different people.</p>
Notes	<p>The unit of measurement is the job and not its occupant.</p> <p>Within a project this output may be associated with other complementary outputs e.g. Core Output 3 <i>Business creation</i> providing there is a direct relationship between the project activity and the outputs forecast and claimed.</p> <p>Construction jobs created in the region as part of a cluster development project may be counted provided they are not part of the project inputs excluded above.</p>

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
1a) Job creation – Number of jobs created or safeguarded, including seasonal and part-time employment		
Indicator terms	Definitions	Sources
Job	Is as defined for the core output- (1) Job creation.	Adapted from Tier 3 output
Created jobs	Is as defined for the core output- (1) Job creation.	
Safeguarded jobs	Is as defined for the core output- (1) Job creation.	
A job is created and counted	Is as defined for the core output- (1) Job creation.	
A job is safeguarded and counted	Is as defined for the core output- (1) Job creation.	
Part time employment	Can be converted to FTE jobs on a pro rata basis or by using the EC approach – two part time jobs equal a full time job, where no other information available.	
Seasonal employment	Where an operation relies heavily on seasonal jobs (e.g. the tourism sector) they can be counted on a pro-rata basis – a 3 month job = 0.25 FTE.	
Exclusions	<p>Are the following:</p> <ul style="list-style-type: none"> Jobs created in social enterprises and community organisations Seasonal jobs where they are incidental to the operation Construction jobs when they are required for the implementation or delivery of a project (e.g. in construction of premises)- even if they last more than a year Temporary jobs to set up the project e.g. employees, consultancies or temporary contractors as these are inputs Jobs arising from businesses moving from other areas in the region or other UK regions or devolved administrations except where the relocation can be demonstrated as genuinely safeguarding the jobs concerned – i.e. the jobs would have been lost within one year at the original location Refilling of jobs with different people – the indicator relates to jobs and they should only be counted once 	
Notes: This definition is the same as the core output only adapted to exclude jobs in businesses that are social enterprises or community organisations.		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
1b) Job creation – Number of jobs created in social enterprises		
Indicator terms	Definitions	Sources
Job	Is as defined for the core output- (1) Job creation.	Adapted from Tier 3 output
Created jobs	Is as defined for the core output- (1) Job creation.	
A job is created and counted	Is as defined for the core output- (1) Job creation.	
Social enterprise	Are all “businesses” (as defined in the core output- (3) Business Creation) starting up with primarily social objectives whose surpluses are principally reinvested in the business, rather than being driven by the need to maximise profit for shareholders and owners. This includes not for profit enterprises.	Adapted from DTI Social Enterprise a Strategy for success
Exclusions	Are the following: • All employment not part of social enterprises	
Notes: This definition is the same as the core output only in this instance specifically focusing on social enterprises and not for profit organisations. Community organisations are excluded but defined and captured under indicator 1c) Number of jobs created in community organisations. Some community enterprises may also be social enterprises (e.g. a community cooperative). A judgement is required as to which is the best indicator.		

2. Employment Support – Number of people assisted to get a job	
Terms	Definitions
People	<p>Are those of working age resident in the region who are unemployed or economically inactive or in employment at risk</p> <p><i>Working Age</i> - 16-59 for women and 16-64 for men</p> <p><i>Unemployed</i>: people who are out of work, want a job, have actively sought work in the last 4 weeks, and are ready to start in the next fortnight or out of work and have accepted a job that they are waiting to start in the next fortnight.</p> <p><i>Economically inactive</i>: those who are either not looking for, or not available for, work e.g. looking after the family and home, students and those who are long-term sick or disabled.</p> <p><i>Employment at risk</i>: those in paid employment but at risk of losing their job i.e. have received a statutory redundancy notification</p>
Assistance	<p>The assistance must be directed to assisting people towards getting a job and so will involve some form of interaction with individuals. These may be face-to-face or telephone consultations or other activity, conferences or workshops, interactive/web-based dialogue.</p> <p>Forms of assistance may include the following:</p> <p>provision of information, advice and guidance (IAG) e.g. careers advice, CV writing, interview training</p> <p>removing barriers to getting back into the labour market e.g. return to work training , using crèche facilities</p> <p>advise on how to start own businesses</p>
Counted	When an individual who meets the criteria above has received the assistance.
Exclusions	<p>electronic or hard copy mail-shots</p> <p>assistance which is covered under skills development (see Core Output 6)</p>
Notes	The output unit of measurement is people assisted towards getting a job not the job . Whether or not they get a job is the outcome measure, which will be assessed during the project evaluation.

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
2a) Employment support – Number of people in target groups assisted to secure a job		
Indicator terms	Definitions	Sources
People	Is as defined for Indicator 2 (Employment support) plus those in “target group” eg disadvantaged communities, those on incapacity benefits and Job Centre Plus benefits.	ESF & ILO
Target groups	As specified in the Regional Economic Strategy, these could include: disadvantaged communities; those on Job Centre Plus benefits (both inactive and Job Seekers Allowance); long term unemployed; people on incapacity benefit; and through mechanisms such as ILMs and childcare	
Assistance	Is as defined for the core output- (2) Employment support.	ESF Active Labour Market Policies
Job	Is as defined for the core output- (2) Employment support	
Exclusions	Are the following:	

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
2a) Employment support – Number of people in target groups assisted to secure a job		
	<ul style="list-style-type: none"> Assistance that does not involve personal, face-to-face advice and mentoring and is directed primarily at skills development Jobs that are not sustainable productive 	
Notes: This definition is the same as the core output only in this instance specifically focusing on those in defined target groups.		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
2b) Employment support – Number of people assisted to gain better quality employment		
Indicator terms	Definitions	Sources
People	Is as defined for the core output- (2) Employment support.	ESF & ILO
Assistance	Is as defined for the core output- (2) Employment support.	ESF Active Labour Market Policies
Employment	As “Job” is defined for the core output- (2) Employment support.	
Better quality	Those jobs involving increased pay and/or higher skills	
Exclusions	Are the following: <ul style="list-style-type: none"> Assistance that does not involve personal, face-to-face advice and mentoring and is directed primarily at skills development All jobs of lower quality. 	
Notes: This definition is the same as the core output only in this instance specifically focusing on better quality employment.		

3. Business creation - Number of new businesses created and demonstrating growth after 12 months and businesses attracted to the region	
Terms	Definitions
Businesses	<p>The 3 main types of business are sole proprietorships, partnerships and companies and these include:</p> <ul style="list-style-type: none"> • sole traders • start-ups of all sizes, whether or not VAT registered; • independent spin-outs from established businesses, universities and other research and development organisations; • not for profit companies, social enterprises¹ and community enterprises • farm enterprises • new to the region branches of businesses which remain established elsewhere in the UK (expansions) • foreign direct investment bringing new enterprises to the region, both first time investment and subsequent expansions
New Businesses Created	<p>When a new business starts trading in the region and is sustained for at least 12 months as a direct result of the project.</p> <p><i>Starts trading</i> is the date when the business registers for VAT or registers for National Insurance (Class 2) contributions</p>
Business Attracted	Last 2 bullets under businesses above.
Counted	When the business is still in operation 12 months after starting trading in the region. For businesses attracted to the region when the business opens its premises in the region.
Demonstrating growth	Will be reported based on the increase in employment between 12 and 24 months from start of trading.
Exclusions	<p>Businesses relocating within the region or from another English region or UK devolved administration</p> <p>Double counting of businesses at different phases of their growth</p>
Notes	The output unit of measurement is the business either created in the region and/or attracted to the region.

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
3a) Business creation – Number of new social enterprise start ups demonstrating growth after 12 months		
Indicator terms	Definitions	Sources
Social enterprise start ups	<p>Are all “businesses” (as defined in the core output- (3) Business Creation) starting up with primarily social objectives whose surpluses are principally reinvested in the business, rather than being driven by the need to maximise profit for shareholders and owners.</p> <p>This includes not for profit enterprises.</p>	Adapted from DTI Social Enterprise a Strategy for success
Demonstrating growth after 12 months	Is as defined for the core output- (3) Business creation	
Exclusions	<p>Are the following:</p> <ul style="list-style-type: none"> • All businesses that are not social enterprise start ups 	

¹ Businesses with primarily social objectives whose surpluses are principally reinvested for that purpose in the business or in the community, rather than being driven by the need to maximise profit for shareholders and owners

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
3a) Business creation – Number of new social enterprise start ups demonstrating growth after 12 months		
	<ul style="list-style-type: none"> All social enterprises that are not “businesses” as defined by the core output (Business Creation) Community and voluntary organisations 	
Notes: This definition is the same as the core output only in this instance specifically focusing on social enterprises and not for profit organisations. Community organisations are excluded but defined and captured under indicator 3b) Number of new, sustainable, community organisations. Some community enterprises may also be social enterprises (e.g. a community cooperative). A judgement is required as to which is the best indicator.		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
3b) Business creation – Number of new , sustainable , community organisations		
Indicator terms	Definitions	Sources
Sustainable	Maintenance of high and stable levels of economic growth and employment.	UK Government Sustainable Development Website
Community organisations	Are all voluntary and community sector “businesses” (as defined in the core output- (3) Business Creation) starting up with primarily social objectives regarding communities, rather than being driven by the need to distribute or maximise profit for shareholders and owners.	
Exclusions	Are the following: <ul style="list-style-type: none"> All businesses that are not sustainable community organisations Social enterprises as defined Community organisations that are not businesses 	
Notes: The definitions assume the same as the core output only this time specifically focussed on sustainable community organisations. The definition assumes that “community organisation” includes voluntary organisations. Social enterprises are excluded but defined and captured under indicator 3a) Number of new, social enterprise start ups demonstrating growth after 12 months. Some community enterprises may also be social enterprises (e.g. a community cooperative). A judgement is required as to which is the best indicator.		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
3e) Business creation – Number of new businesses created as a result of partnership activity with HEIs		
Indicator terms	Definitions	Sources
New business	Is as defined for the core output- (3) Business creation.	Adapted from Tier 3 Output
Partnership activity with HEIs	The formation of collaborative partnerships with Higher Education Institutions to build networks and clusters of excellence to win competitive advantage. Examples of these include: <ul style="list-style-type: none"> University spin outs New businesses accommodated with HEI incubator sites New businesses taking advantage of new patent applications generated via HEIs 	Adapted from the Government White Paper “Building a knowledge Driven Economy” 1998

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
3e) Business creation – Number of new businesses created as a result of partnership activity with HEIs		
	<ul style="list-style-type: none"> New businesses taking advantage of knowledge development generated through the HEI 	
Exclusions	Are the following: <ul style="list-style-type: none"> All businesses that were not created through partnership activity with HEIs 	
Definitional notes: The definitions assume the same as the core output only this time specifically focussing on those businesses created as a result of partnership activity with HEIs		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
3f) Business creation – Number of new SET-based and other knowledge-driven business start-ups and demonstrating growth after 12 months		
Indicator terms	Definitions	Sources
SET-Based	<p>Science, Engineering and Technology based. This includes the following UNESCO's ISCED-97 fields of study:</p> <p>42- Life sciences: Biology, botany, bacteriology, toxicology, microbiology, zoology, entomology, ornithology, genetics, biochemistry, biophysics, other allied sciences, excluding clinical and veterinary sciences.</p> <p>44- Physical sciences: Astronomy and space sciences, physics, other allied subjects, chemistry, other allied subjects, geology, geophysics, mineralogy, physical anthropology, physical geography and other geosciences, meteorology and other atmospheric sciences including climatic research, marine science, vulcanology, palaeoecology.</p> <p>46- Mathematics and statistics: Mathematics, operations research, numerical analysis, actuarial science, statistics and other allied fields.</p> <p>48- Computing: Computer sciences, system design, computer programming, data processing, networks, operating systems - software development only (hardware development should be classified with the engineering fields).</p> <p>52 Engineering and engineering trades: Engineering drawing, mechanics, metal work, electricity, electronics, telecommunications, energy and chemical engineering, vehicle maintenance, surveying.</p> <p>54 Manufacturing and processing: Food and drink processing, textiles, clothes, footwear, leather, materials (wood, paper, plastic, glass, etc.), mining and extraction.</p> <p>58 Architecture and building: Architecture and town planning, structural architecture, landscape architecture, community planning, cartography; Building, construction, Civil engineering.</p>	Office of Science and Technology (Based on OECD definition)
Knowledge-driven	Turning into commercial success the scientific and technological knowledge in the regions universities and research organisations.	Adapted from the Government White Paper "Building a knowledge Driven Economy" 1998
Demonstrating growth after 12 months	Is as defined for Indicator 3 (Business creation).	Adapted from Tier 3 Output

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
3f) Business creation – Number of new SET-based and other knowledge-driven business start-ups and demonstrating growth after 12 months		
Exclusions	Are the following: <ul style="list-style-type: none"> • All businesses that were not SET based and other knowledge driven business start-ups 	
Notes: The definitions assume the same as the core output only this time specifically focussing on SET-based and knowledge driven business		

4. Business support – Number of businesses assisted to improve their performance	
Terms	Definitions
Businesses	The 3 main types of business are sole proprietorships, partnerships and companies (see Core Output 3 for examples)
Support	A minimum of: 2 hours or more of consultancy advice/other non-financial assistance; or grant, or equivalent, of £250 or more of funding
Assistance	Provision of consultancy support, information, advice and guidance to individual businesses. operating within the region The assistance can be personal face-to-face, telephone or web-based dialogue at conferences, seminars, workshops or through networks. Activities should support the project objectives and be directed to improving the performance of the business. These may include support for: management/leadership corporate and social responsibility e.g. awareness raising on statutory and legal responsibilities participation in new supply chains marketing use of R&D process and resource efficiency e.g. in use of ICT, waste management environment management quality assurance
Counted	When each business within a project has received <u>a minimum</u> of 2 hours or £250 of financial assistance. A business can only be counted once within a project irrespective of the number of times or forms of assistance it receives.
Exclusions	Distribution of mail-shots and brochures - electronic or hard copy.
Notes	The output unit of measurement is the business assisted . The outcome measure is to improve their performance. In counting the output there is no need to demonstrate performance improvement, this is an outcome measure which will be assessed during the project evaluation. Grant equivalent may include financial assistance such as loans or equity investment.

4(a). Business support – Number of businesses within the region engaged in new collaborations with the knowledge base (knowledge base/business collaboration)	
Terms	Definitions
Business	The 3 main types of business are sole proprietorships, partnerships and companies (see Core Output 3 for examples)
Support	The minimum level of support is as for the Core Output 4 <i>Business support</i> . It may be <ul style="list-style-type: none"> provided prior to or during the collaboration; and directed at the business and/or the knowledge base unit involved in the collaboration.
New collaboration	A first involvement between at least one firm and one knowledge base organisation. It includes the first collaboration by a firm with a department within a knowledge base organisation.
Knowledge base	Includes UK Public Sector Research Establishments (PSRE) or equivalents (Annex A), Research and Development Organisations (RDO - Annex C), Research and Technology Organisations (RTOs - Annex C), Higher Education and Further Education Institutions. Knowledge transfer is about transferring good ideas, research results and skills between the knowledge base and business to enable innovative new products and services to be

4(a). Business support – Number of businesses within the region engaged in new collaborations with the knowledge base (knowledge base/business collaboration)	
Terms	Definitions
	<p>developed and includes:</p> <ul style="list-style-type: none"> • research collaborations and free dissemination of research • contract research on behalf of industry • licensing of technology to business users • the sale of services, data and software • formation of joint ventures and spin-out companies.
Counted	It is counted when the collaboration with a business starts.
Exclusions	Businesses that receive assistance for the same collaboration more than once within an RDA project and within the time period for which the project has a budget allocation should not be double counted.
Notes	<ul style="list-style-type: none"> ▪ The output measure is the business engaged in a collaboration. ▪ The purpose is to encourage demand side collaboration with the knowledge base and so it should be additional to other supply side programmes e.g. Faraday, LINK etc. ▪ A collaboration between: <ul style="list-style-type: none"> 1 business firm and 3 new knowledge base organisations = 1. 3 businesses and the same knowledge base organisation = 3.

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
4b) Business support – Number of businesses engaging with regional, national and European innovation support initiatives		
Indicator terms	Definitions	Sources
Innovation support	Innovation support includes initiatives that encourage increased R&D, development of new products and processes, or new export and penetration of new markets.	Adapted from RDA optional indicators
Exclusions	<p>Are the following:</p> <ul style="list-style-type: none"> • All businesses not supported through innovation support initiatives 	
Notes: The definition assumes the same as the core output but in this instance only for those businesses who have engaged with regional, national and European innovation support initiatives.		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
4g) Business support – Number of businesses assisted with management/leadership skills needs		
Indicator terms	Definitions	Sources
Assisted	Is as defined for the core output- (4) Business support.	ERDF (GO supplementary guidance)
Management/leadership skills needs	<p>Defined as activities relating to the overall management of the company. This includes business and commercial strategy, corporate management, development projects and corporate legal responsibilities.</p> <p>The term may also include project management and improved workforce development if judged to constitute management and leadership activities.</p>	
Exclusions	Are the following:	

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
4g) Business support – Number of businesses assisted with management/leadership skills needs		
	<ul style="list-style-type: none"> • All businesses not assisted with management/leadership skills needs • Management activities that relate to technical policies such as ICT or CSR, operational activities (e.g. using standard internal processes or management systems). 	
Notes: The definition assumes the same as the core output but in this instance only for those businesses who have been assisted with management/leadership skill needs. Any resulting qualifications and skills funded or secured directly as part of these project activities (e.g. business management degrees, workforce development qualifications) may also be counted as a Skills output under indicator 6). However, other skills improvements that indirectly result from these activities should not be counted as an output. These are a matter for evaluation not monitoring.		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
4i) Business support – Number of businesses using reformed business support services, including brokers and intermediaries, to access support for skills and workforce development		
Indicator terms	Definitions	Sources
Reformed business support services	Business support services that have reformed as part of planned changes previously defined at a programme level. In practice this could be broadening or combining the types of services offered such as skills advice and workforce development.	
Support for skills and workforce development	Advice must be in relation to the skills and/or training needs of the business for existing employees or new recruitment.	NWDA supplementary output guidance
Exclusions	Are the following: <ul style="list-style-type: none"> • Advice to voluntary organisations and charities • All businesses not using reformed business support services 	NWDA supplementary output guidance
Notes: The definition assumes the same as the core output but in this instance only for those businesses who have been using reformed business support services		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
4l) Business support – Number of businesses whose R&D has been leveraged by RDA engagement		
Indicator terms	Definitions	Sources
Business R&D	Development or new use of technologically innovative products and processes by businesses.	Based on DTI Small Business services
Leveraged	Is as “Levered Investment” definition for core output (5) Regeneration. There is no minimum level of leverage required.	Adapted from Tier 3 output
RDA engagement	Directly attributable to RDA activity.	
Exclusions	Are the following: <ul style="list-style-type: none"> • All businesses whose R&D has not been leveraged by RDA engagement 	
Notes: The definition assumes the same as the core output but in this instance only for the number of businesses		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS
4l) Business support – Number of businesses whose R&D has been leveraged by RDA engagement whose R&D has been leveraged by RDA engagement

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
4n) Business support – Number of businesses assisted to make better use of ICT including on-line trading		
Indicator terms	Definitions	Sources
Assisted	Is as defined the core output- (4) Business support.	ERDF (GO supplementary guidance)
Better use of ICT	Includes all activities that assist in the first time, extended or more efficient use of ICT. Includes: upgrading of software or hardware; developing new products or processes; and improving/developing trading online.	
Exclusions	Are the following: <ul style="list-style-type: none"> • All businesses not assisted to make better use of ICT • The number of Broadband nodes or connections created 	
Notes: The definition assumes the same the core output but in this instance only for the number of businesses assisted to make better use of ICT. This can include on-line trading. It should be noted that the activities may be targeted at better or increased use of ICT but may not result in actual better or increased use. This is a matter for evaluation.		

5. Regeneration – Public and private regeneration infrastructure investment levered (£m/% private)	
Terms	Definitions
Public	Public sector organisations other than the funding RDA e.g. GO (ERDF /ESF etc), LSC, Lottery funders, local authorities etc (see databases in Annex C)
Private	Includes businesses, charitable, not for profit organisations, HE and FE institutions and private individuals.
Regeneration	Is the holistic process of reversing economic, social and physical decay in areas where it has reached a stage when market forces alone will not suffice
Infrastructure	Includes fixed assets in land, property, buildings, plant machinery and equipment, utilities, public realm works, roads, broadband infrastructure.
Investment	Gross funding provided to cover the project costs, including investment in fixed assets, working capital and in-kind contributions, from the funding bodies <i>In-kind contributions:</i> non-monetary contributions made by individuals or organisations that add value to a project and can be given a monetary value e.g. cash equivalent of peoples time (committees, mentoring, volunteering), equipment, materials, accommodation etc donated to the project,. These must be auditable.
Levered	The extra public sector and private sector funds committed to a project as a result of the RDA's gross investment
Counted	The levered investment is counted when it is defrayed or spent by the project.
Exclusions	<ul style="list-style-type: none"> Any expenditure on the project by any public or private sector funder prior to the project being approved and contracted by the RDA. Investment made following project completion by other public sector and/or the private sector as this is an outcome measure.
Notes	<p>The project output unit of measurement is £m. Reporting on this output will be calculated by:</p> <p>1. <i>Total amount levered £m</i> Sum the gross investment levered in as a result of RDA investment of: (i) private sector funders (£m) and (ii) (ii Other public) sector funders (£m) Total amount levered £m = sum of (gross private sector investment (£m) + gross other public sector investment (£m)).</p> <p>2. <i>Ratio of private funding to total levered funding % calculation:</i> i. gross private sector investment (£m) / sum of (gross private sector investment (£m) + gross public sector investment (£m)) expressed as a percentage (%)</p>

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
5f) Regeneration – Broadband infrastructure		
Indicator terms	Definitions	Sources
Broadband infrastructure	The provision of infrastructure where it does not already exist rather than support for services or promotion of take up.	NWDA output commentary
Exclusions	Are the following: <ul style="list-style-type: none"> All other public and private regeneration infrastructure investment levered except where it contributed to the provision of broadband infrastructure 	
Notes: The definition monitors the amount of public and private sector investment levered by the RDA that contributes to the provision of broadband infrastructure		

6. Skills – Number of people assisted in their skills development as a result of RDA programmes	
Terms	Definitions
People	People can be any age resident in the region.
Assisted	Must be a minimum of 6 hours training, either contiguous or as a number of sessions for the same individual. Activities may include: <ul style="list-style-type: none"> ▪ general (management, IT) or vocational/job specific (marketing, engineering) training; ▪ out of school clubs ▪ provision of equipment & materials to support direct skills development
Skills development	The development of an individual's transferable skills. There does not need to be a formal qualification.
Counted	It is counted when an individual has received a minimum of 6 hours of skills training. Where the assistance involves capital investment e.g. provision of equipment or facilities it can only be counted if the contract schedules include a target for the number of people whose skills will be developed as a direct result of the investment.
Exclusions	<ul style="list-style-type: none"> • Assistance covered under Core Output 2 <i>Employment Support</i>. • Services that are the legal, statutory responsibility of other organisations e.g. provision of statutory education to 16.
Notes	<ul style="list-style-type: none"> ▪ The output measure is people. ▪ The output supports life-long learning and so includes people of all ages or employment status i.e. economically active, unemployed or economically inactive. <p>The output supports life-long learning and so includes people of all ages or employment status i.e. in employment, unemployed or economically inactive.</p>

6(a) Skills - Number of adults gaining basic skills as part of the Skills for Life Strategy that count towards the Skills PSA Target	
Terms	Definitions
Adults	For this output an adult is anyone aged 16 and over resident in the region.
Gaining basic skills	Individual must achieve one of the following qualifications: Literacy, Numeracy or ESOL at Entry Level 3 and above Key Skills in Application of Number or Communication at Levels 1 or 2 GCSE in Maths or English at Grade G and above
Skills for Life	Funded activities must be consistent with this national strategy for improving adult literacy and numeracy skills e.g. on target groups.
Counted	It is counted when the adult has achieved one of the above qualifications.
Exclusions	People who gain basic skills through projects not consistent with the Skills for Life strategy. Any person who already possesses Skills for Life qualifications.
Notes	Further information on the Skills for Life Strategy and qualifications can be found through website links in Annex C.

6(b) Skills – Number of adults in the workforce who lack a full Level 2 or equivalent qualification who are supported in achieving at least a full Level 2 qualification or equivalent	
Terms	Definitions
Adults	For this output adults are men aged 18-64 and women aged 18-59 who are resident in the region
Workforce	Those who are economically active i.e. in employment or unemployed.
Level 2 or equivalent qualification	National Vocational Qualification (NVQ) Level 2 or equivalent qualification. Examples of the main Level 2 qualifications include: NVQ Level 2 5 or more O level, GCSE grade A-C or equivalent BTEC first or general diploma GNVQ intermediate RSA diploma One A level or equivalent
Counted	It is counted when an individual adult (as defined above), who lacked a Level 2 qualification achieves a qualification at: <ul style="list-style-type: none"> • Level 2 or equivalent or • a higher qualification e.g. Level 3 or 4.
Exclusions	Any person who already possesses a Level 2 or equivalent qualification.
Notes	The output unit of measurement is adults in the workforce (definition is consistent with DfES PSA target) moving from below to a Level 2 or better qualification. For information and advice on other qualifications that may be counted as Level 2 equivalents consult your Local Learning and Skills Council. Also further information on qualifications can be found through website links in Annex C

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
6c) Skills – Undertake workbased training		
Indicator terms	Definitions	Sources
Undertake	Is as “Assisted as a result of RDA programme” defined for the core output (6) Skills only in this instance it refers to attendance on any workbased training for at least 6 hours.	Adapted from Tier 3 output and DfES guidance
Workbased training	Learning which takes place in the workplace or outside the workplace but is related to a specific job or is paid/provided by an employer.	OFSTED report ‘Extending Work-related Learning at Key Stage 4’
Exclusions	Are the following: <ul style="list-style-type: none"> • All vocational training or general education courses • Workbased apprenticeships • Those included under other qualification specific or apprenticeship indicators 	
Notes: This definition is the same as the core output only in this instance specifically focusing on workbased learning for the economically active		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
6d) Skills – Gain a qualification at NVQ3		
Indicator terms	Definitions	Sources
NVQ3	All those with level 2 who gain an NVQ level 3 qualification (or another other level 3 qualification such as A-levels) with RDA support or those who are economically inactive and achieve level 3 regardless of their current qualifications.	NWDA Output commentary
Exclusions	Are the following: <ul style="list-style-type: none"> • All training and general education courses that do not result in an NVQ level 3 qualification • Those who are economically active and without a Level 2 qualification but who achieve a Level 3 qualification should be counted against the core component 	
Notes: This definition is the same as the core output only in this instance specifically focusing on the number of adults gaining an NVA level 3 qualification or equivalent.		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
6e) Skills – Gain a foundation degree or other higher level qualification		
Indicator terms	Definitions	Sources
Foundation degree or other higher level qualification	All those with level 2 and/or 3 who gain a level 4 or higher qualification with RDA support or those who are economically inactive and achieve level 4 or higher regardless of their current qualifications.	NWDA Output commentary
Exclusions	Are the following: <ul style="list-style-type: none"> • All training and general education courses that do not result in a foundation degree or other higher level qualification • Those who are economically active who are not qualified up to Level 2 standard but who achieve a Level 4 qualification should be counted against the core component 	
Notes: This definition is the same as the core output only in this instance specifically focusing on the number of adults gaining a foundation degree or other higher level qualification		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
6f) Skills – Complete a vocational training course or qualification that better equips economically inactive people to obtain sustainable, productive employment locally or elsewhere		
Indicator terms	Definitions	Sources
Vocational training course	Courses containing knowledge and in some cases skills relevant to particular sectors of industry or occupations. They can be: General, introducing learners to a broad sector of industry and business, encouraging understanding of the sector, key concepts and theories; or Specific, introducing the theories, conventions, practices and discrete skills needed for a particular occupation or job within a sector.	OFSTED report 'Extending Work-related Learning at Key Stage 4'
Economically inactive	The economically inactive are adults aged between 18-59 (females) and 18-64 (males) that do not have a job and are not unemployed under the ILO definition of unemployment, as follows:	ILO

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
6f) Skills – Complete a vocational training course or qualification that better equips economically inactive people to obtain sustainable, productive employment locally or elsewhere		
	<ul style="list-style-type: none"> Out of work, want a job, have actively sought work in the last four weeks, and are ready to start in the next two weeks; or Out of work and have found a job, which is due to start in the next two weeks 	
Exclusions	Are the following: <ul style="list-style-type: none"> All vocational training and general education courses that do not better equips economically inactive people to obtain sustainable, productive employment locally or elsewhere All training undertaken by the economically active All training that is not related to securing employment 	
Notes: This definition is the same as Indicator 6 only in this instance specifically focusing on the number of adults who complete a vocational training course or qualification that better equips economically inactive people to obtain sustainable, productive employment locally or elsewhere. It should be noted that: a) The output is counted on completion of the training course or on obtaining a qualification and not once employment has been obtained		

RDA TASKING FRAMEWORK: NON MANDATORY COMPONENT OUTPUT DEFINITIONS		
6g) Skills – Complete an apprenticeship programme		
Indicator terms	Definitions	Sources
Complete	Some form of written confirmation or certification required from awarding body.	
Apprenticeship programme	Programme offering all of the following: a job; wage; recognised qualifications (recognised qualifications could include: A levels; NVQs; GNVQs; RSA diplomas; City and Guilds; BTEC; or GCSEs); and progression in a current job or onto HE. They combine working and learning about a job.	LSC Corporate Plan to 2006
Exclusions	Are the following: <ul style="list-style-type: none"> All those that do not complete the programme All training and general education courses that are not an apprenticeship programme 	
Notes: This definition is the same as the core output only in this instance specifically focusing on the number of adults completing an apprenticeship programme		

Annex A List of Public Sector Research Establishments

PSREs are a diverse collection of public bodies carrying out research in pursuit of Government objectives and include:

i Cultural Institutions e.g. art galleries, museums, and arts and heritage organisations,

ii NHS Regions e.g. Trusts and ‘Innovation Hubs’

iii other Departmental Research Bodies iv Research Councils (HQs and Research Council Institutes)

The Biotechnology and Biological Sciences Research Council

Babraham Institute

Institute for Animal Health

Institute of Arable Crops Research

Institute of Food Research

Institute of Grassland and Environmental Research

John Innes Centre

Roslin Institute

Silsoe Research Institute

The Council for the Central Laboratory of the Research Councils

Rutherford Appleton Laboratory (& Chilbolton)

Daresbury Laboratory

The Economic and Social Research Council

Nil

The Engineering and Physical Sciences Research Council

Nil

The Medical Research Council

Clinical Sciences Centre

Laboratory of Molecular Biology

National Institute for Medical Research

MRC Units (34)

The Natural Environment Research Council

British Antarctic Survey

British Geological Survey

Centre for Ecology and Hydrology

Southampton Oceanography Centre (joint U So'ton)

Plymouth Marine Laboratory

Proudman Oceanographic Laboratory

Dunstaffnage Marine Laboratory

NERC Units and Centres in Universities (7+)

The Particle Physics and Astronomy Research Council

UK Astronomy Technology Centre

Isaac Newton Group of Telescopes

The Joint Astronomy Centre, Hawaii

National Health Service

Department of Culture, Media and Sport

The Natural History Museum

Ancient Monuments Laboratory (English Heritage)

Department for Environment, Food and Rural Affairs

Central Science Laboratory

Centre for Environment, Fisheries and Aquaculture Science

Pesticides Safety Directorate

Royal Botanic Gardens, Kew

Veterinary Laboratories Agency

Veterinary Medicines Directorate

Forestry Commission

Forest Research

Office of the Deputy Prime Minister

Ordnance Survey

Department for Health

Health Protection Agency (formed from CAMR and PHLS)
Medicines Control Agency
National Institute for Biological Standards and Control
National Radiological Protection Board
 Department for Trade and Industry
National Physical Laboratory
National Weights and Measures Laboratory
United Kingdom Atomic Energy Authority
 Home Office
Emergency Planning Division
Fire Research and Development Group
Forensic Science Service
Police Information Technology Organisation
Police Scientific Development Branch
Research Development and Statistics Directorate
 Health & Safety Executive
Health and Safety Laboratory
 Ministry of Defence
Atomic Weapons Establishment
Defence Analytical Services Agency (DASA)
Defence Clothing & Textiles Agency (new)
Defence Science and Technology Laboratory (Dstl)
Meteorological Office
United Kingdom Hydrographic Office
 Scottish Executive
Fisheries Research Services
Hannah Research Institute
Macaulay Land Use Research Institute
Moredun Research Institute
Rowett Research Institute
Scottish Agricultural Science Agency
Scottish Crop Research Institute
Royal Botanic Gardens Edinburgh

Annex B Glossary

The list below gives the full description of acronyms used in the text.

AIRTO	Applied Industrial Research Trading Organisations
APG	Appraisal Practitioners' Group
ASG	Appraisal Steering Group
BTEC	Business Training and Education Council
DEFRA	Department for Environment Food and Rural Areas
DfES	Department for Education and Skills
DTI	Department of Trade and Industry
DWP	Department for Work and Pensions
EC	European Commission
ERDF	European Regional Development Fund
ESF	European Social Fund
ESOL	English for Speakers of Other Languages
EU	European Union
FDI	Foreign Direct Investment
FTE	Full Time Equivalent
GCSE	General Certificate of Secondary Education
GNVQ	General National Vocational Qualification
GO	Government Offices of the Regions
ID	Index of Deprivation
ILO	International Labour Organisation
IMD	Index of Multiple Deprivation
ICT	Information and Communication Technologies
IIP	Investors in People
IT	Information Technology
LDA	London Development Agency
LSC	Learning and Skills Council
NAO	National Audit Office
NI	National Insurance
NLUD	National Land Use Database
NVQ	National Vocational Qualification
ONS	Office of National Statistics
ODPM	Office of the Deputy Prime Minister
OST	Office of Science and Technology
PDL	Previously Developed Land
PPG3	Planning Policy Guidance 3 (Housing)
PSA	Public Service Agreement
R&D	Research and Development
RDA	Regional Development Agency
RSA)	Royal Society of Arts(as in Diploma
RTO	Research and Technology Organisation
SBS	Small Business Service
SRB	Single Regeneration Budget
SFIE	Selective Finance for Investment
SOA	Super Output Areas
SPAG	Single Programme Appraisal Guidance
UK	United Kingdom
VAT	Value Added Tax
WDA	Welsh Development Agency

3Rs Assessing the Impacts of Spatial Interventions-Regeneration Renewal and
Regional Development (The '3Rs' guidance)

End of Schedule 5

SCHEDULE 6

Special Conditions

1. The Provider's project accounts shall separately identify the different sources and amounts of funding and associated outputs.

2. **Procurement**

The South East England Development Agency (SEEDA) is a Non-Departmental Public Body (NDPB) and has a duty to follow the public sector principles of openness, fairness, transparency and competition when procuring goods, services and works. To ensure these principles are adhered to and best value for money is achieved, the following guidelines should be followed by organisations receiving a grant from SEEDA.

- 2.1 A minimum of 3 written quotes must be obtained for purchases over £10,000 and these must be retained on file for possible future audit. Contract files should be made available to SEEDA on request.
- 2.2 Local suppliers/labour should be sourced where possible.
- 2.3 Preference should be given to suppliers who can demonstrate environmental management systems and/or the use of renewable/sustainable resources.
- 2.4 Health and Safety practices/certification of the supplier should be considered (ie; risk assessment, safe systems of work etc.)
- 2.5 Financial stability of suppliers must be assessed fully prior to awarding the contract.
- 2.6 All purchase should be on the basis of some form a written contract in (e.g. an official purchase order).

Continuous improvement in value for money should be sought throughout the life of a contract through effective monitoring and control.

3. **Monitoring and Evaluation**

- 3.1. Evaluation Strategy - The Provider shall produce an evaluation strategy to cover the process for monitoring and evaluation of the progress of the project, and for assessment of the impact that the SEEDA Fund has made on the skills base
- 3.2. The Provider shall agree to take part as required in any regional evaluation process instigated by SEEDA, or by any agent acting on behalf of SEEDA.

4. **Marketing Strategy**

- 4.1 The Provider shall produce a communication strategy to include a detailed marketing and publicity plan aimed at increasing business use of the facilities provided by the Project. The plan must be completed and submitted to SEEDA.

5. **Dissemination**

- 5.1 The Provider shall produce a dissemination plan for sharing best practice from the Project across the region.

5.2 The Provider shall agree to participate as required in any regional or local dissemination event organised by SEEDA.

End of Schedule 6

Annex 1

Flying Start Rallies - Planning Schedule

Item	Week commencing																							
	December				December				December				January				February				March			
	5				12		19			26				2	9	16	23	Jan30	6	13	20	27	6	13
Book and confirm Venues																								
SEEDA - event one (Newbury Racecourse, Berkshire)																						25 Feb		
SEEDA - event two																							8 March	
Decide on programme format																								
Produce brochure draft																								
Produce brochure final																								
Distribute brochure and materials																								
Produce database of Universities																								
Send letter to all Presidents of Student Unions enclosing details of Flying Start Programme and the e-Contact System together with marketing feedback and soundbites from previous rallies																								
Send letter to all Chancellors/Vice-chancellors and Heads of Department enclosing details of Flying Start Programme and the e-Contact System																								
Invite participation from Business Support organisations enclosing details of Flying Start Programme and the e-Contact System																								
Invite Keynote Speakers																								
Send letters of invitation to Professional Business community and National Contacts database																								
Finalise rally programmes and send to print																								



SUPPORTING INFORMATION FOR NCGE/WUTE PROJECT

The information below is provided to show the structure of how the Flying Start Rallies are organised and developed in cooperation with RDA's, HEI's and national support agencies. Additional information about our activities to date is also presented. In addition an indicative list of supporters is also presented.

This information includes the following:

1. Flying Start Rally Guidelines for Higher Education Institutions and Students
2. Flying Start Champions
3. Flying Start Entrepreneurship Champions
4. Flying Start National Entrepreneurship Champion and Flying Start National Entrepreneurship Ambassadors and National Contacts
5. Public Relations Diary Notice Dates
6. Events Schedule

Attached is a spreadsheet containing information about the SEEDA events, and a planning schedule.

33.1 1. Flying Start Rally Guidelines for Higher Education Institutions and Students

A. Who should participate in the event?

- Recent (within 5 years of graduation) or near-graduates (including post graduates) who may seriously wish to consider entrepreneurship as a possible life choice, and students who want to start their own business or start a new venture. They should be at some stage in their thinking about setting up in business/self employment.
- For young, new graduates with little or no direct experience other than enthusiasm and motivation, a passion will be an important characteristic. Many may not have any ideas about what they want to do but feel that entrepreneurship could be the route for them. Some may already have their own ideas of what they could do and indeed may have already made that first step into an entrepreneurial life.
- More mature students/alumni may have good experience working in business or corporate or public sector life but again have little direct experience of starting their own business. Such individuals may have ideas but may require a catalyst event to encourage them to take the next step.
- Some students, may lack in self-efficacy and need to be in a supportive and energised environment to enable them to seriously consider entrepreneurship as an alternative career option.

B. How to find potential participants

- In finding appropriate students for this event, it is likely that institutions will adopt a self-selection process. However it is important that all registered students in each institution have the opportunity to participate irrespective of their choice course, their faculty or department, their academic performance, their age. Indeed, for some students, institutions may need to take a pro-active approach in ensuring that students lacking in self-efficacy take this up.
- It is likely that the clear route to students will be through existing courses and modules, through HEIF funded and other related activity and through innovation, enterprise and incubation centres. However, student driven activities are further routes through NUS and students clubs and societies related to enterprise and entrepreneurship, which are growing throughout the UK.

C. How to select event participants

- It is expected that within each institution there will be a level of demand greater than that which can be accommodated at the Rally. Each participating institution will normally be allocated a quota for the number of students, usually around 30 students (depends on number of institutions in the region with the aiming being to attract in the region of 300 students per institution); there will be flexibility at the margins.
- This event aims to inspire and encourage participating students to commit to making progress with their ambitions to create their own new business. Some may do this through further participation in the NCGE Flying Start Programme. Others may do this through post-event continued support at the regional and/or institutional level.
- It is therefore important to select those students who are best able to maximise this opportunity. Champions may wish to do this through a competitive process where students need to articulate why they believe they should participate and how this would benefit them. Students could be selected through a peer group process.
- Clearly care will need to be taken to ensure a fully inclusive process for all students with additional support offered for disabled and dyslexic students.
- Whatever method is applied it is important that the selected students are a mix of individuals at various stages in their thinking, their education, their aspiration. However, they should all be seriously committed to full participation in the whole event and in grasping any opportunity to further their entrepreneurial hopes when presented. Additionally, each student should be willing to take a longer-term perspective beyond a one-day challenge and be prepared to continue to develop themselves and their ideas further upon return to their institution by collaborating with and supporting their peer group.
- The Champion should have full confidence in the final selection of students.

D. Engaging in the day

- Each regional event will run from 10.00am to 4.00pm with lunch/refreshments provided. There is no charge to the institution or the students for participation. However, we would ask that each institution makes appropriate arrangements for ensuring that the students arrive at the venue on time and are transported back to some agreed central drop-off point.
- An outline structure for the day is attached and aims to lead the students through the stages of Inspiring, Creating New Options; Building Self-Confidence and Support; and Committing to Next Steps. Participants will be exposed to recent and successful graduate role models; will develop strong peer support groups; will identify ideas and opportunities; will have options for a range of small group consultations on specific themes; will receive information on accessing support; and will make decisions about their next steps before departure. It will be a busy, participative day carefully facilitated to keep energy levels up.

E. What happens next?

- All participants will be encouraged to make a pledge for the next step. NCGE will support the Entrepreneurship Champions in follow-up events. NCGE may provide an NCGE Entrepreneurs Club Bursary for groups of students to support their further activities.
- The NCGE will develop an online contact system whereby every participant will have a personal online entrepreneurship system providing full supporting information, contact system to other participants and Entrepreneurship Champions and their Pledge.
- NCGE will work with the region's Graduate Entrepreneurship Champions on the selection of graduates for the NCGE Flying Start Programme.

2. Flying Start Champions

Flying Start Champions (liaison role) – an individual(s) from each HEI who act as central contact points for the Flying Start Rally and who will work with groups of HEI students at the Rally with respect to general business planning, institutional support for entrepreneurship and 'next steps.'

Role:

1. To act as the **central contact** liaison between the HEI and NCGE for Flying Start.
2. To **liaise with NCGE** regarding student registration and attendance for the Flying Start Rally.
3. To **liaise with Rally participants** through the Flying Start EContact system before the Rally and to, after the Rally, 'sign post' students to regional support and advice.

4. To work with students **on the day** at the Rally during the 'Call to Action' part of the programme, where FS Champions will be asked to provide students from their HEI with help and information about;
 - a. Completing the 'pledge.'
 - b. Discuss and agree supporting actions
 - c. Networking Opportunities/e-Contact System
 - d. University and Business Link support structures
 5. To **liaise with NCGE**, through the Flying Start EContact system, and assist with recruitment of Rally participants to the Flying Start Programme.
 6. To **provide NCGE with information** about institutional events, regional activities/support in order that NCGE can make this information available to wider post-graduation audience (e.g. students who graduated up to 5 years ago; graduates from an institution in one region but who are now living in another; graduates who since leaving university have decided to pursue self-employment).
-

3. Flying Start Entrepreneur Mentors

Flying Start Entrepreneur Mentors – graduate entrepreneurs from the region recommended by HEI's who will attend the Rally and participate in question time events(if applicable), networking lunch or group activity, panel discussions(if applicable) and 'pitch it' sessions (if applicable). All mentors will be asked to sign a declaration stating that it is not their intention to solicit business from students at the Rally.

Role:

1. To participate actively on the day of the Rally; sharing experiences, offering advice and support, listening to students pitches.
2. To also participate in 'Question Time' sessions (where applicable) where students ask specific questions relating to the business start-up process and the self-employed lifestyle.
3. To facilitate networking with students in whatever way students initiate and which are appropriate.
4. To understand in a general sense the regional and institutional support available to students and to know where to direct students for further information. NCGE/HEI's will check that individuals are familiar with this information and where appropriate provide this information to Flying Start Entrepreneur Mentors before the event.
5. Flying Start Entrepreneur Mentors will be encouraged to register onto the FSContact System for the Rally community to provide follow-up advice and support to all Rally participants. This will be entirely optional.

4. National Contacts - NCGE

	Organisation	Contact	Position
National Entrepreneurship Champion	Cobra Beer	Redacted	Chief Executive
Entrepreneurship Ambassadors	Extreme Group	Redacted	Chief Executive
	Face Group	Redacted	Chief Executive
Entrepreneurship Champions	University of Sunderland	Redacted	
	University of Hull	Redacted	
	Liverpool John Moores University	Redacted	
National Organisation Contacts	Patent Office	Redacted	
	Shell LiveWire	Redacted	
		Redacted	
	Princes Trust		
	Department for Trade & Industry		
	Barclays Bank	Redacted	
	UKTI	Redacted	
	Prowess	Redacted	
	NFTE UK	Redacted	
	NESTA	Redacted	
	Social Enterprise Coalition	Redacted	Programme Manager

5. Public Relations Diary Notices - Activity plan for FS/SEEDA Rallies

Activity overview

- Localised activity
 - o Diary notice
 - o Liaise with RDA / institutions PRs and careers officers
 - o Invite key journalists to attend
 - o Follow up (profile attendees)

- National outreach - maximise positive contacts from FS July event / piggyback Enterprise Week
 - o Diary notice
 - o Reference FS in other media activity (issuing of research, policy papers, comment for Enterprise Week etc)
 - o Invite key journalists to attend rallies (London for nationals)
 - o Follow up (profile attendees / commentary from recent successful candidates)

Timeline

Italics = activity not directly related to FS but that will include ref to it

Week commencing...	Activity
November 2005	<p>Preparation of media lists for each FS area including: local / regional newspapers, regional business magazines, local TV / radio, student, university and alumni publications</p> <p>Contact PR for Universities, BCC, RDA, Enterprise Week in appropriate regions</p>
December 2005	<p>Finalise media lists</p> <p>Register relevant rallies on Enterprise Week website calendar</p> <p>Contact PR for Universities, BCC, RDA regions</p>
December 2005	Pursue forward features on Enterprise for March (e.g. Director magazine)
January 2006	<p>Draft diary notice – national and tailored for each region; source quotes (and approval) from local parties involved. Use self-employment / GEM stats from policy papers</p> <p>Continued liaison with other PRs</p>
January 2006	<p>Finalise diary notice – send out (mailing for regional media). Push to secure coverage in monthly publications for February/March</p> <p>Continued liaison with other PRs</p>
January 2006	Invite key journalists to attend rallies
January 2006	<p>Note to national news editors / business reporters etc – ref rallies</p> <p><i>Top Tips for entrepreneurs out to regional / careers media – reference dates for forthcoming rallies</i></p>

January 2005	Continued liaison with other PRs Follow up journalists. Flag up rallies to broadcast as good opportunity for filming
February 2006	Follow up journalists to secure pre-event coverage / attendance
February 2006	Continued liaison with other PRs Follow up journalists to secure pre-event coverage / attendance Event one – end of February Event two – early March

6. Events Schedule

Flying Start Rallies 2004-2005

The following Rallies have been held so far this year:

• Wed 2 nd March	SEEDA	Madesjki Football Stadium, Reading
• Sat 12 th March	SEEDA	Brighton Racecourse
• Wed 9 th March Centre)	SIE	SECC (Scottish Exhibition Conf
• Wed 16 th March	ONE	Newcastle Assembly Rooms
• Wed 27 th April	NWDA	City of Manchester Stadium
• Tue 3 rd May	AWM	National Motorcycle Museum, B'ham
• Wed 4 th May	WDA	Millennium Stadium, Cardiff
• Wed 4 th May	EEDA	Newmarket Racecourse

A spin off from ONE rally was *launch2005* for 20 graduate design businesses which, for want of a firm order, would be in business. The successful event was held at Castle Keep in Newcastle and ONE and NCGE co-sponsored the event, which was student led and every graduate company in attendance was ready and able to trade.

Future Rally Dates - Confirmed

• Wed 16 th November	YF	Elland Road Stadium, Leeds
• Thursday 17 th Nov. Garden	LDA	New Connaught Rooms, Covent
• Tues 29 th November	EMDA	Derby Cricket Club
• Wed 8 th February	SWDA	Hayes International Motor Museum

Flying Start eContact System

The eContact system has currently 400 graduates from previous rallies, plus this year will have an additional 300 from Yorkshire, 500 from London, 300 from Derby, and 200 from SouthWest, plus an additional 1200 from the Rallies after Christmas and approximately 300 from Wales – for a total of 3200 students on the online system from Rallies by the end of July 2006. 8 expert mentors have been recruited to build an additional layer of support.

Networking feature is now operational allowing students from all Flying Start events to be fully integrated in a national graduate entrepreneurship community.

Detailed funding information is being compiled for all UK regions and will be online November 1st. Regional spotlight section is operational providing detailed information about support and advice in regions, and linking HEI activity to the online community ensuring that we have seamless connection between HEI's, Business Links and NCGE.

Flying Start Programme July 2005 Cambridge

The FS Programme was a very successful event achieving a 98% satisfaction rating from students. The event involved some 45 additional supporting advisors, mentors and presenters. In addition 6 regional mentors were registered to the eContact system to support FSP graduates. In total 80 students attended the FS Programme: 9 from North East region; 11 from SEEDA; 16 from Wales; 16 from North West region; 10 from West Midlands; 10 from East of England; 8 from Arts Council

Individual case studies, which will be developed into an electronic 'investor prospectus' and also into an online 'Press Room' database, are being collated on all Flying Start Programme graduates.

20 FSP graduates are now fully trading having started businesses. 12 FSP graduate will be pitching at the Business Start-up Show in the Lion's Den on 25, 26 November – for equity investment funding.

One follow-up event has been held in Manchester where 7 students attended and two mentors. 3 more regional follow-up events were held in 28th October in London, 31st October in Reading. Other events will be held on 22nd November in Birmingham and 30th November University of Essex, EEDA.

Future Flying Start Programme

Future planning for the FSP in July 2006 is under way, a date will be confirmed soon – there will be one FS Programme at Easter and another will be held in July 2006.

Additional Flying Start Programme for the Creative Industries is being planned in conjunction with RSA and New Designers for this coming year. A rally will also be held in conjunction with the New Designers event.

Activity plan for FS/SEEDA Rallies

Activity overview

- Localised activity
 - o Diary notice
 - o Liaise with RDA / institutions PRs and careers officers
 - o Invite key journalists to attend
 - o Follow up (profile attendees)

- National outreach - maximise positive contacts from FS July event / piggyback Enterprise Week
 - o Diary notice
 - o Reference FS in other media activity (issuing of research, policy papers, comment for Enterprise Week etc)
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	Continued liaison with other PRs
January 2006	Finalise diary notice – send out (mailing for regional media). Push to secure coverage in monthly publications for February/March Continued liaison with other PRs
January 2006	Invite key journalists to attend rallies
January 2006	Note to national news editors / business reporters etc – ref rallies <i>Top Tips for entrepreneurs out to regional / careers media – reference dates for forthcoming rallies</i>
January 2005	Continued liaison with other PRs Follow up journalists. Flag up rallies to broadcast as good opportunity for filming
February 2006	Follow up journalists to secure pre-event coverage / attendance
February 2006	Continued liaison with other PRs Follow up journalists to secure pre-event coverage / attendance Event one – end of February Event two – early March

Annex 4

<i>Flying Start Rallies in association with Wake up to Enterprise PROPOSED BUDGET FOR BOTH EVENTS</i>		BUDGET 2006
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All figures inclusive of VAT

Venues X 2	£	40,000.00
Equipment	£	2,000.00
Materials (Packs and Business/ Start Up CDs)	£	1,000.00
Transport for students	£	2,000.00
Marketing Posters/ leaflets	£	2,700.00
Website	£	-
PR/ Adverts	£	-
Hotel accommodation organisers/SEEDA/Speakers	£	500.00
Travel Organisers/ Speakers	£	1,000.00
Management Fees / Event organiser	£	10,000.00
Photography	£	400.00
Prize's I Pods	£	400.00
Speakers Fees	£	-
Simon Pratton		
Russell Smith		
James Bannerman		
Penny Cooper		
3 others speakers		
Postage/ Telephones/ Other	£	-
Total both events	£	60,000.00