



Llywodraeth Cymru
Welsh Government

Mr Dilwyn Williams
Chief Executive
Gwynedd Council
Swyddfa'r Cyngor
Penrallt
Caernarfon
Gwynedd
LL55 1BN

30 April 2019

Dear Mr Williams

**Award of Funding in relation to North Wales Economic Ambition
Board on the Public Transport (Wales) Bill for Financial Years 2018 to
2021 – Gwynedd Council**

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £155,000 (*one hundred and fifty five thousand pounds*) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1st March 2019 to 31st March 2021 and must be claimed in full by 30th April 2021 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory authority and State Aid

- (i) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Economy and Transport, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006, section 31 of the Local Government Act 2007, section 6 of the Transport for (Wales) Act 2006 and Active Travel Wales Act (Wales) 2013.
- (a) You must comply with the European Commission’s State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to Gwynedd Council, Swyddfa'r Cyngor,
Penrallt, Caernafon, LL55 1BN;;

'we', 'us', 'our' is to the Welsh Ministers;

'Welsh Government Official' is to

Robin Beckmann
Welsh Government
Sarn Mynach
Llandudno Junction
Conwy
LL31 9RZ

Tel: 03000 625774

Email: Transportplanning@gov.wales /
Cynlluniotrafnidaeth@llyw.cymru

or such other Welsh Government official as we may notify you.

'Project Manager' is to

Iwan Trefor Jones.
Gwynedd Council,
Council Offices,
Shirehall Street,
Caernarfon,
Gwynedd,
LL55 1SH

Tel: 01286 679162

E-mail: IwanJ@gwynedd.gov.uk

'Conditions' is to the terms and conditions set out in this letter;

'Costs Incurred' is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim;

'Notification Event' is to any of the events listed in Schedule 3;

'Payment Profile' is to the payment profile set out in Schedule 4;

'Personnel' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'Schedule' is to the schedules attached to this letter;

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

any reference to any legislation whether domestic, EU or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. What you must use the Funding for

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **"Purposes"**).
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the **"Targets"**).
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

5. Funding pre-conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - (i) this letter signed by you;

- (ii) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
 - (iii) documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
 - (iv) record of signatories to be completed and returned to Welsh Government using the enclosed register of signatories;
 - (v) Confirmation that any required match funding is in place to ensure the success of the scheme(s).
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you quarterly in arrears based on Costs Incurred by you in the delivery of the Purposes detailed in the Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) You must use our current claim pro-forma (which is available from the Welsh Government Official) and set out in the Guidance Note and attach the information and documentation specified in the Payment Profile.
 - i) confirmation that you are operating in all respects in accordance with your constitution; and
 - ii) confirmation that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) We will aim to pay all valid claims as soon as possible and typically within 28 days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation whether or not it relates to the Funding has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable domestic, EU or international laws or regulations or official directives;
- (c) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (d) put in place and maintain appropriate systems to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions;
- (f) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view

of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;

- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (f) you will meet all future revenue and maintenance costs arising from your scheme(s);
- (g) you accept the grant is awarded from 1st March 2019 until the 31st March 2021 and shall cease on 21 March 2021.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either (i) notify you that we consider that the Notification Event is not capable of remedy or (ii) if we consider that the Notification Event is capable of being remedied seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
 - (ii) we notify you that the Notification Event is not capable of remedy; or
 - (iii) a course of action to address the Notification Event is not agreed with you; or
 - (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
 - (v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
 - (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding immediately; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or

- (v) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or
 - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.

10. Monitoring requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions of this grant award.
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably required.
- (c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

11. Audit Requirements

(a) You must:

- (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
- (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;

- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

12. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

13. Intellectual property rights and publicity

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working days.
- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

18. Welsh language

- a. Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- b. For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner's Hybu team:
<http://www.comisiynyddygydraeg.cymru/hybu/en/home/Pages/home.aspx>

19. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

20. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in , or arising under or in connection with, these Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising,

any of their functions in any particular way.

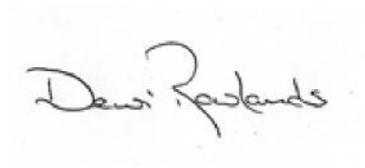
21. General

- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.
- (g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.
- (h) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.

22. How to accept this offer of Funding

- a. To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter.
- b. We must receive your signed letter within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

A handwritten signature in black ink that reads "Dewi Rowlands". The signature is written in a cursive style with a large, prominent 'R'.

Signed by Dewi Rowlands
under authority of the Minister for Economy and Transport one of the Welsh
Ministers

SCHEDULE 1

The Purposes

The Purpose of this funding is to assist the Welsh Government in engaging with the North Wales Economic Ambition Board and other local authorities across Wales regarding the proposals in the White Paper to establish Joint Transport Authorities (JTA). The work will develop joint proposals for regional transport delivery, within the context of the NWEAB decision to formalise regional transport working.

- Providing support to Welsh Government to move forward with the legislative proposals as outlined in the White Paper;
- Engagement with WLGA and local authorities across Wales to develop further detail around the regional JTA model;
- Consideration of the consultation responses in relation to JTAs and the implications for the proposals being developed;
- Input into developing the evidence required to assess the impacts arising from changes proposed;
- Assistance with investigating the opportunities to establish a shadow arrangement and support its implementation;
- Engagement with Transport for Wales to identify areas where Transport for Wales could undertake services on behalf of local authorities, with the agreement of the authorities (as is already happening in relation to the replacement of the Mandatory Concessionary Fares Cards);
- The development of a further consultation for the subordinate legislation that will be required to establish the joint authorities;
- Collaboration with key stakeholders, to develop proposals for the required subordinate legislation;
- Liaison with other Welsh Government teams to ensure a collaborate approach to the policy development.
- The work will develop joint proposals for regional transport delivery, within the context of the NWEAB decision to formalise regional transport working.

SCHEDULE 2 The Targets

Description of the Target	Date by when it should be achieved	Evidence required
Draft Policy guidance for the establishment of JTAs, to assist WG policy teams and Local Authorities in the development of JTA pilots. NB the policies to be co-designed with Local Authorities as the pilots develop.	May 15th 2019	Draft Document and agreement of WG PM.
Agreement of WLGA and relevant Local Authorities to process to develop JTAs.	May 31 st 2019	Agreement of parties and sign off by WG PM.
Plan for the delivery of the provision of support for the stakeholder engagement work stream in relation to the proposals in the White Paper to establish Joint Transport Authorities. To include targets and milestones.	May 31 st 2019	Written plan and agreement with WG PM.
Establish a process to co-design and pilot white paper proposals in north Wales.	End July 2019	Pilot established.
Further targets to be agreed IN plan (above).		

SCHEDULE 3 Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
10. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
11. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
12. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
13. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
14. you are unable, or admit in writing your inability, to pay your debts as they fall due;
15. any distress, execution, attachment or other process affects any of your assets;

16. a statutory demand is issued against you;
17. you cease, or threaten to cease, to carry on all or a substantial part of your business;
18. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
19. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
20. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

SCHEDULE 4 Payment Profile

The Project Manager shall complete one Grant Claim Form, signed by them and in PDF format, for the project for which funding was received in FY 2019 to 2021.

Quarterly in Arrears.

Quarter	Date to be claimed by:
1 st April 2019 to 30 th June 2019	15 th July 2019
1 st July 2019 to 30 th September 2019	15 th October 2019
1 st October 2019 to 31 st December 2019	15 th January 2020
1 st January 2020 to 31 st March 2020	15 th April 2020
1 st April 2020 to 30 th June 2020	15 th July 2020
1 st July 2020 to 30 th September 2020	15 th October 2020
1 st October 2020 to 31 st December 2020	15 th January 2021
1 st January 2021 to 31 st March 2021	15 th April 2021

All signed completed template forms shall be emailed to:
Transportplanning@gov.wales / CynllunioTrafnidiaeth@llyw.cymru

The claim and supporting information will only be accepted from the email addresses of those officers included in the Register of Signatories that is submitted by the authority when accepting this Award Letter.

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of funding for the **North Wales Economic Ambition Board on the Public Transport (Wales) Bill for Financial Years 2018 to 2021** and the Conditions relating to the Funding.

An authorised signatory of **Gwynedd Council** Signature

_____ Name

_____ Chief Finance Officer _____ Job Title
_____ Date
_____ Signature
An authorised signatory of **Gwynedd Council**

Name

Job Title

Date

