

**Name**  
**Address**

Click or tap to enter a date.

Dear **Name**

### **Liverpool City Region High Growth Programme – High Growth Innovation Fund**

Further to your application for funding from the above-named programme. I am pleased to confirm the Growth Platform will provide 50% of your total project costs upon receipt of mandatory evidence requirements.

Please find attached your Grant Funding Agreement. This Agreement contains:

- ERDF audit requirements
- The value of De Minimis State Aid support
- The process for claiming the grant initial installment
- The process of claiming the remaining grant once the work is fully completed.

Please read this document and, once you are happy, electronically sign the document via the Signable platform.

Can you also ensure you forward signed electronic copies of the following documents within the next 10 days:

- RFQ
- Quotation Assessment
- Supplier Offer Letter
- Supplier Service Agreement
- Decline Letters to unsuccessful candidates.

Should you require any further assistance please do not hesitate to contact your High Growth Account Manager, (INSERT NAME)

Yours sincerely

Janice Mears  
Head of Business Growth

**Date of Agreement**

Click or tap to enter a date.

## High Growth Innovation Fund – Grant Funding Agreement

Growth Platform is pleased to offer **NAME** (the SME) a grant from the High Growth Innovation Fund. The SME is receiving De Minimis Aid (Commission Regulation (EU) No 1407/2013, OJ L 352/1) support from the **ERDF Liverpool City Region High Growth Programme**.

a. <b>Project</b> Name of project the High Growth Programme is offering to support	
b. <b>Supplier</b> Name of supplier (the supplier) contracted to carry out the work as a result of an ERDF compliant procurement process	
c. <b>Total Project Cost</b> Total cost of the project as detailed in the Service Agreement between the SME and the Supplier	
d. <b>50% Growth Platform Grant £</b> Total offer of support from the High Growth Innovation Fund in GBP	
e. <b>50% Growth Platform Grant €</b> Total value of support from the High Growth Innovation Fund in EUROS for De Minimis purposes.	
f. <b>50% SME Contribution</b> Value of SME contribution – 50% of total project cost	
g. <b>Completion Date</b> Date the project will be completed	
h. <b>Anticipated Number of Jobs Created</b> Number of jobs the SME anticipates will be created	
i. <b>Anticipated Number of New Products, Processes or Services to the business</b>	

### Process

1. You “THE SME” will have received and accepted an offer letter from Growth Platform.
2. You will have procured the appropriate supplier/s for your project.
3. You will need to attach a payment schedule to this Grant Funding Agreement.
4. Growth Platform will then check the procurement and issue the initial 50% payment of grant.
5. You will then go ahead and begin your project.
6. Your account manager (INSERT NAME) will contact you halfway through for an interim report on the progress of your project.
7. On satisfactory completion of your project, you will pay the Supplier in full.
8. You will claim the grant from Growth Platform as per the Claim Instructions in Annex 1 of this Funding Agreement.
9. The SME must not vary or deviate from the Project as agreed with the supplier in the Service Agreement without the prior agreement of your Growth Platform High Growth Account Manager.
10. The SME must commence to carry out the Project as soon as reasonably practicable after the date on which you accept this offer and thereafter you must proceed diligently with and complete the Project within 6 months.
11. The SME will endeavor to create the jobs as detailed in section h. above.
12. The SME will provide all requested auditable documentation listed in Annex 1 of this Funding Agreement in a timely manner.

13. The SME agrees to retain original documentary evidence in line with the 14-20 ERDF Document Retention Requirements (Annex 1)
14. In the event the SME ceases trading, the documentation must be passed to Growth Platform to retain as per the 14-20 ERDF Document Retention Requirements (Annex 1)
15. The SME must provide Growth Platform with evidence of jobs created as specified in Annex 1.
16. Grants may be publicised.
17. When requested you must provide a description of the project which you are happy to circulate in press releases and marketing material.
18. It is proposed that the assistance provided will comply with the State Aid rules since it will be provided in line with the De Minimis exemption (in accordance with Commission Regulation (EU) No 1407/2013, OJ L 352/1). Under this exemption a single undertaking may receive up to the limit of €200,000 of De Minimis aid from the Member State within which it does business and which provides the aid over any period of three fiscal years.
19. The potential value of this support for De Minimis Aid purposes is detailed in Section e above.
20. You may need to declare this amount to any other UK public body intending to provide aid, in addition to any audit or other investigation, and who requests information from you on how much De Minimis aid your business has received. Therefore, we strongly recommend that you maintain a record of this assistance for future reference. For the purposes of the relevant legislation, you must retain this letter for 3 years from the date on this letter and be able to produce it on request by the UK public authorities or the European Commission. You may need to keep this letter longer than 3 years for other purposes
21. We will need to know if work is significantly altered. Otherwise, you are in breach of contract, and your grant can be removed at any point in time.

Signed on behalf of Growth Platform

Signature	
Date	
Name	Janice Mears
Position	Head of Business Growth

Signed on behalf of **NAME**

I can confirm that **Name** wish to accept the grant and that we fully understand and will follow the terms and conditions of the grant.

Signature	
Date	
Name	
Position	

# Annex 1 – High Growth Innovation Fund Terms & Conditions

The High Growth Innovation Fund is part funded by the European Regional Development Fund (ERDF) and as such is subject to specific rules and regulations. If you were to be successful in your application, you will need to act in accordance with these Terms and Conditions. Growth Platform High Growth Account Managers will assist you with the processes details of which are below.

## 1) Procurement

The project to be funded will need to be procured in line with ERDF procurement rules. These rules ensure that the principles of openness, transparency and equal treatment are adhered to.

Growth Platform have a procurement pack that contains suggested templates of the required procurement documentation. This documentation includes the minimum detail to ensure compliance with ERDF rules. If you prefer to use your own documentation, please ensure the minimum detail is included. Please note the European logo **must** be used on all documentation.

### a) Procurement Process

#### i) Request for Quotation (RfQ)

- Value for money must be demonstrated by **obtaining 3 quotes**. The RfQ template can be used to request quotes from suppliers.
- You can amend the 'evaluation criteria' section to suit your requirements but you will need to assess the tenders based on these criteria.
  - The chosen criteria **MUST** be directly linked to the goods, services or works to be provided and cannot relate to past performance of the supplier
  - The chosen criteria **MUST** be aimed at identifying the most economically advantageous tender and cannot be aimed at any other purpose
  - The criteria **MUST** be objective and objectively quantifiable
- The RfQ must have a deadline for receipt of tenders.
- Growth Platform will advertise the RfQ on <https://growthplatform.org/tenders/> for a minimum 10 days to aid the process but you should still seek quotes from relevant suppliers to ensure that 3 quotes are received.

#### ii) Evaluation

- You must demonstrate how you have chosen the preferred supplier. An Evaluation sheet is included in the procurement pack to be used to evaluate each quotation you have received. This needs to be completed electronically & printed & signed once completed. This will assist you to choose the most competitive tender.
- Ensure that the 'criteria' on the evaluation sheet matches those quoted in the RfQ.
- Evaluations must not be done before the deadline date on the RfQ.
- Ensure all tenders were received before the deadline on the RfQ – any tenders received after this date should not be evaluated.

Growth Platform will need copies of tenders, quotes and evaluations to retain on file for audit purposes.

## 2) Grant Funding Agreement

If your project is successful at this stage Growth Platform will issue you with a Grant Funding Agreement (THIS DOCUMENT) which will need to be signed and returned along with signed copies of the supplier Offer Letter, Decline Letters and Service Agreement (see below).

## 3) Offer Letter and Decline Letters

Once you have chosen a supplier an Offer Letter should be given to them informing them that they have been successful and decline letters should be sent to the unsuccessful suppliers. Templates are included in the Procurement pack.

These letters should be dated **after this GFA** has been issued.

## 4) Service Agreement

Once you have received your Funding Agreement from Growth Platform you can enter into a contract with your supplier. The Service Agreement is between the business procuring the work (this should be the same as the business name on the High Growth Innovation Fund Application Form) and your chosen supplier. This should include details of all work to be carried out, along with costs and timescales.

## 5) Publicity

There are strict rules relating to the publicity of ERDF programmes. The European Commission see the ERDF logo (above) as being one of the most important communication tools for ERDF programmes. It is mandatory that the logo is used and applied correctly, prominently, and consistently on all publicity materials produced. It is a condition of receiving a High Growth Innovation Fund Grant that you include the ERDF logo where possible.

## 6) Evidence

You should be aware that to claim the grant payment from this programme you will need to provide Growth Platform with all the evidence that you have paid your supplier. Documentation will include, but is not limited to:

- Procurement documentation
- Proof of internet advert
- Copies of invoices
- Copies of bank statements to prove payment of invoice (unrelated transactions can be blanked out)

## 7) Claims Process

A payment schedule will be returned as part of the Grant Funding Agreement.

Once all the legal requirements have been satisfied the initial grant of 50% of your grant award will be released to you.

Once the work agreed in your Funding Agreement has been **completed** to your satisfaction and you have paid your supplier you can claim the remaining 50% contribution from Growth Platform.

- The business applying for the grant, the contracting business and the business paying for the work must be the same.

- Payment for the work must come out of a bank account in the same name as the business named on the original application.
- Final (2<sup>nd</sup>) payment can only be claimed once all contracted work has been fully completed to your satisfaction and paid for.
- The grant is exclusive of VAT. VAT paid to your supplier is not eligible for reimbursement and you should not include VAT in your invoice to the Growth Platform

Please forward all the documentation detailed below to allow Growth Platform to process your final payment in line with ERDF rules and regulations:

- Copy of invoice from your supplier. This needs to be certified as a true copy of the original **by the business claiming the grant**. Therefore, the following wording must be written on the invoice & signed & dated stating the person's position & organisation.

"I certify that this is a true copy of the original document and the original is available on request:

Signed:

Date:

Position in organisation:

Name of organisation:"

- Copy of a bank statement showing the payment leaving your bank account. This again needs to be certified as a true copy of the original **by the business claiming the grant** – the wording above should be used. Please feel free to blank out any information not relating to this claim i.e., other unrelated transactions, balances, or account numbers. However, can you please ensure the statement clearly shows your company name.
  - If online banking is used, the bank statement must have the bank name and account name clearly visible and must be in a PDF or other format that cannot be manipulated. A download of transactions to an excel spreadsheet is not acceptable.
  - If the payment was made by credit card this is not classed as payment. You will need to provide evidence that the credit card balance has been repaid.
- Your invoice for the remaining payment (exclusive of VAT)

Please return all the above documentation to: [highgrowth@growthplatform.org](mailto:highgrowth@growthplatform.org)

Claims for payment will normally be made on a quarterly basis at the end of March, June, September, and December.

## 8) Document Retention

You are required to ensure that all original documentation relating to your project, its implementation and its financing are retained until a date to be notified by the Secretary of State, this is currently expected to be at least 31<sup>st</sup> March 2033.

You should ensure you are able to make original documentation or verified true copies relating to your project and its implementation and its financing available to auditors when required.

## 9) Jobs Created

Your Funding Agreement includes a number for jobs you anticipate creating as a result of support from this programme. You will be required to supply evidence of this to Growth Platform. The evidence will include:

- a) Written confirmation of the creation of the post as a result of the support provided, detailing the job advertised and started, the duration and the number of hours per week
- b) Details of the gender, age range, disability status and ethnicity of individuals

Growth Platform will contact you approximately 6 months after the end of your Project to obtain these details.

## 10) Further Contact and Information Requirements

It is a requirement of ERDF that we monitor the impact of this programme and Growth Platform will be in touch after completion of your project to assess how the support has impacted on your business growth.

## 11) Data Protection

The information you share with us will be used by Growth Platform, partners, selected service providers and funders (e.g., local authorities, Department of Communities and Local Government (DCLG) and Department for Business, Energy and Industrial Strategy (BEIS)) to record support provided, for reporting purposes and for subsequent evaluations of the programme.

The information will be held both electronically on a central database and hard copy paper form in a secure filing system at Growth Platform. We recognise the need for commercial confidentiality and the privacy of individuals and ensure that any information will be kept securely and not shared outside the partnership or the selected providers without your prior agreement. You may contact us at any time to have contact information removed or amended and we would request that you keep us updated when named individuals are no longer involved in the business.

## 12) Disclaimer

Growth Platform and partners cannot be held responsible for the quality of the suppliers or the work they carry out. The business procuring the service is wholly responsible for ensuring the work they commission is carried out to specification and is of a satisfactory standard.