

GMCA Grant Agreement Number [1806]

Dated

2026

GREATER MANCHESTER COMBINED AUTHORITY

AND

The Metropolitan Borough of Bury

**FUNDING AGREEMENT FOR DELIVERY OF
GREATER MANCHESTER ECONOMIC DEVELOPMENT AND REGENERATION
FLEXIBLE GRANT 2026-27**

THIS AGREEMENT is made the _____ day of _____ 2026

BETWEEN

(1) **GREATER MANCHESTER COMBINED AUTHORITY** of First Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU (the "**GMCA**")

and

(2) **The Metropolitan Borough of Bury** whose principal office is The Town Hall, Bury Council, Knowsley Street, Bury BL9 0SW (the "**COUNCIL**")

each a "**Party**" and together "**the Parties**".

WHEREAS

A. The GMCA is the combined authority for the GM Area. The Recipient is one of the ten local authorities within the GM Area (the "**GM LAs**") who are the "constituent councils" of the GMCA. The ten GM LAs, together with the Mayor of Greater Manchester and the Deputy Mayor of Greater Manchester, constitute the Members of the GMCA.

B. On 18 December 2025 HM Treasury advised that GMCA will receive an "indicative" total Greater Manchester Integrated Settlement (the "**GMIS**") for the period from 1 April 2026 to 31 March 2027 of £637,153,280. As at the date of this Agreement details of the GMIS for the 2026-2027 Financial Year are set out in the MHCLG document entitled "Greater Manchester Combined Authority Integrated Settlement – Spending Review 2025" (the "**GMIS Allocation Document**"). The GMCA's use of the GMIS during the 2026-27 Financial Year is governed by the MHCLG Integrated Settlement: policy document and Greater Manchester Combined Authority Integrated Settlement Outcomes Framework 2026/27 to 2028/29 (the "**GMIS Framework**").

C. As at the date of this Agreement, the six "functional responsibilities" which are covered by the GMIS are described in the MHCLG Policy Paper entitled "Functional Responsibilities for the Integrated Settlements 2026 to 2030" (the "**Functional Responsibilities Paper**") under the following headings:

- Economic Development and Regeneration
- Transport and Local Infrastructure
- Skills and Employment Support
- Housing and Strategic Planning
- Environment and Climate Change
- Health, Wellbeing and Public Sector Reform.

D. The GMIS is intended to allow the GMCA, working in collaboration with the GM LAs, to take greater control over the delivery of the above "functional responsibilities" across the GM Area. The GMCA and the GM LAs are committed to ensuring that the funding provided to the GMCA under the GMIS arrangements is used effectively in accordance with the requirements of the GMIS Allocation Document and the GMIS Framework. The GMCA and the GM LAs recognise that the GM LAs are often best placed to lead in delivering programmes in their own GM LA area in respect of the six GMIS functional responsibilities listed at paragraph C.

E. The Greater Manchester Combined Authority (Functions and Amendment) Order 2017 provides that the GMCA (in relation to the GM Area), has the function under section 31

of the Local Government Act 2003 to be able to pay grant to any GM LA towards expenditure incurred or to be incurred by such GM LA.

F. Pursuant to the GMCA's functions under section 31 of the Local Government Act 2003, on the 5th May 2026, the GMCA agreed to provide the Council with GMIS grant funding of up to **£1,791,650** (the "**Total Funding Amount**") which is to be used by the Council to deliver the Greater Manchester Economic Development and Regeneration Flexible Grant Fund ("**EDRFG**") Programme in the Council's LA area during the period from 1 April 2026 to 31 March 2027 (the "**Purpose**"). The Total Funding Amount comprises revenue grant funding of **£1,006,007** (the "**Revenue Grant**") and capital grant funding of **£785,643** (the "**Capital Grant**"),

G. This Agreement sets out the terms and conditions on which the Funding is made by the GMCA to the Council and these terms and conditions are intended to ensure that the Funding is used for the delivery of the Purpose for which it has been provided.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 This Funding Agreement (the "**Agreement**") consists of these terms and conditions and the Schedules hereto.

1.2 In this Agreement:

Claims Deadlines means dates set out in the Payment Schedule on which the Council can submit a Grant Claim to the GMCA.

Commencement Date means the 1 April 2026.

Council Economic Development and Regeneration Flexible Grant (EDRFG) Programme means the delivery by the Council of the GM EDRFG Programme in the Council's LA Area during the Funding Period as detailed at Schedule 1.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a Party.

Data Sharing Agreement means a separate data sharing agreement which will be entered into between the Parties where any Personal Data is to be shared under this Funding Agreement.

Eligible Expenditure means the costs incurred by the Council in the delivery of the Council EDRFG Programme as detailed at Schedule 1.

End Date means the 31 March 2027.

EIR means the Environmental Information Regulations 2004.

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Functional Responsibilities Paper means the MHCLG Policy Paper entitled “Functional Responsibilities for the Integrated Settlements 2026 to 2030” which sets out the six functional responsibilities which are covered by the GMIS as at the date of this Agreement. The Functional Responsibilities Paper states that there will be scope at Spending Review 2027 to review the functional responsibilities.

Funding means the Funding payable by the GMCA to the Council under the terms of this Agreement for the Purpose of delivery of the Council EDRFG Programme, which shall not exceed the Funding Amount.

Funding Amount is the maximum sum of **£1,791,650** (One Million, Seven Hundred and Ninety One Thousand, Six Hundred and Fifty Pounds).

Funding Period means the period from the Commencement Date to the End Date.

Grant Claim means the payment request submitted by the Recipient to the GMCA for payment of the Grant. The Grant Claim will take such form (e.g. invoice, grant claim form) as required by the GMCA.

GM Economic Development and Regeneration Flexible Grant (EDRFG) Programme means the GM EDRFG Programme which is to be delivered across the Greater Manchester Area by the GMCA in partnership with the 10 GM LAs during the Funding Period.

Greater Manchester Integrated Settlement (GMIS) means the agreement between HM Treasury and the GMCA whereby from the 1 April 2025 HM Treasury will provide the GMCA with annual integrated funding.

GMIS Allocation Document means the MHCLG document entitled “Greater Manchester Combined Authority Integrated Settlement – Spending Review 2025” which details the GMIS for the 2026-2030 Financial Years, as amended from time to time. As at the date of this Agreement, HM Treasury advised that GMCA will receive an “indicative” total GMIS for the period from 1 April 2026 to 31 March 2027 of £637,153,280.

GMIS Framework means the MHCLG documents entitled “Integrated Settlement: policy document” and “Greater Manchester Combined Authority Integrated Settlement Outcomes Framework 2026/27 to 2028/29” which sets out the overarching governance and monitoring framework which has been agreed between HM Treasury and the GMCA in respect of the GMCA’s use of the GMIS for the 2026-2030 Financial Years, as amended from time to time.

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Council or its Representatives in relation to the Council EDRFG Programme during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Law or Legislation means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, or judgment of a relevant court of law.

Monitoring Information means the information which the Council is to provide to the GMCA in respect of the delivery of the Council EDRFG Programme (including achievement of the Outputs and Outcomes) which is detailed in the GMCA's template **Monitoring Information Form** attached at Schedule 3. Where the Monitoring Information includes any Personal Data the Parties will enter into a separate Data Sharing Agreement in relation to the processing of this Personal Data.

Outcomes and Outputs means the outcomes and outputs which the Council aims to achieve through the delivery of the Council EDRFG Programme and which are set out in detail in the Proposal attached at Schedule 1. The Outcomes and Outputs may be amended by written agreement between the Parties at any time.

Payment Schedule means Schedule 2.

Proposal means the Council's submission to the GMCA which details the Council EDRFG Programme as set out in Schedule 1. The Proposal may be amended by written agreement between the Parties at any time.

Purpose means the provision of the Council EDRFG Programme as detailed in Schedule 1.

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisers and consultants;

Request for Information means a request for information made under the EIR or FOIA relating to this Agreement and/or the delivery of the Council EDRFG Programme.

State Aid Law means the law embodied in Articles 107- 109 of the Treaty on the Functioning of the European Union and any related legislation adopted by the Council, European Parliament and/or the Commission (including implementing legislation) decisions and communications to the extent it applied or continues to apply at any time in the United Kingdom.

Subsidy means a financial benefit which is subject to the Subsidy Control Rules or the Subsidy Control Act.

Subsidy Control Act means the Subsidy Control Act 2022 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Subsidy Control Law: means the Subsidy Control Rules and the Subsidy Control Act.

Subsidy Control Rules means State Aid Law, Articles 363 to 375 of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, Article 2 of the World Trade Organisation Agreement on Trade-Related Investment Measures and any and all applicable subsidy control rules

under any current Free Trade Agreements between the United Kingdom and another state.

Trade and Cooperation Agreement: means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any future relationship agreement).

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

Working Day means Monday to Friday, excluding any public holiday in England and Wales.

- 1.3 References to any statute or sub-ordinate legislation in this Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.
- 1.4 Whenever required by the context the singular includes the plural and vice versa and words importing one gender shall include all other genders.
- 1.5 Reference to a clause is a reference to a clause in this Agreement.
- 1.6 The headings in this Agreement are for ease of reference only.

2. Funding Offer and Capacity

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue in full force and effect until the End Date.
- 2.2 The GMCA does not commit to renew or continue financial support to the Council in respect of the Council EDRFG Programme beyond the End Date.
- 2.3 Subject to the Council complying with the terms and conditions set out in this Agreement, the GMCA shall pay the Funding to the Council for the Purpose of the delivery of the Council EDRFG Programme.
- 2.4 The Council acknowledges that the GMCA agrees to provide the Funding to the Council for the amount agreed in this Agreement. The Council shall be responsible for funding any shortfall if the cost of the delivery of the Council EDRFG Programme exceeds the Total Funding Amount for any reason.
- 2.5 Subject to the GMCA having received payment of the GMIS from HM Treasury and following receipt by the GMCA of a Grant Claim from the Recipient, the Funding shall be paid by the GMCA to the Council by way of one instalment in advance as set out in the Payment Schedule.
- 2.6 This Funding is conditional upon the Council satisfying the GMCA that:
 - (a) The Council is able and willing to deliver the Council EDRFG Programme in accordance with Schedule 1;

- (b) The Council has undertaken any risk assessments, health and safety assessments or similar as required by Law which are required for the delivery of the Council EDRFG Programme;
- (c) The Council holds appropriate insurance in respect of the Council EDRFG Programme.

3. Purpose and Extent of the Funding and Collaborative Approach

- 3.1 The Council shall use the Funding only for the Purpose of the delivery of the Council EDRFG Programme, and in accordance with this Agreement or as approved in writing by the GMCA. The Council shall not use the Funding for any other purpose.
- 3.2 The Council recognises and acknowledges that the Funding forms part of the wider GMIS and the Council agrees to work in collaboration with the GMCA and the other GM LAs to ensure that the Funding is used in accordance with the overarching requirements of the GMIS Allocation Document and the GMIS Framework.
- 3.3 The Council recognises and acknowledges that the Council's EDRFG Programme forms part of the wider EDRFG Programme. The Council will collaborate with the GMCA and the other GM LAs to share learning and best practice derived from the Council's delivery of each of the Council EDRFG Programme.

4. Payment of the Funding

- 4.1 In order for any payment of the Funding to be released, the Council is required to:
 - (a) have signed and returned a copy of this Agreement to the GMCA, and
 - (b) have provided bank details to the GMCA, and
 - (c) be in compliance with the terms and conditions of this Agreement.
- 4.2 The GMCA expects to receive payment of the agreed annual amount of GMIS funding for the 2026-27 Financial Year from HM Treasury on or before 1 April 2026. Subject to the GMCA having received payment of the agreed annual amount of GMIS funding for the 2026-27 Financial Year from HM Treasury, the GMCA will pay the Funding in accordance with the Payment Schedule.

5. Managing the Funding

- 5.1 At the end of the Funding Period, any unspent monies from the Funding remaining must be notified to the GMCA and must be returned to the GMCA no later than one month from the end of the Funding Period, unless the GMCA agrees otherwise.
- 5.2 If an overpayment of the Funding amount has been made by the GMCA to the Council, the Council shall return such overspend to the GMCA promptly.

6. Records to be Kept

- 6.1 The Council must provide the GMCA with completed Monitoring Information Forms in respect of the Council EDRFG in accordance with Schedule 3.
- 6.2 The GMCA reserves the right to require the Council to provide the GMCA with any information in respect of the Council EDRFG Programme that HM Treasury may require

the GMCA to provide to HM Treasury regarding the GMCA's use of the GMIS 2026-27 and the GMCA's compliance with the GMIS Framework.

- 6.3 The Council must keep a record of the Council EDRFG Programme (including original invoices, receipts, and any other relevant documentation, whether in writing or electronic form) for a period of six (6) years from the date of completion of the Council EDRFG Programme and provide a copy to the GMCA on request.

7. Lawful Conduct and Activities Funded by the Funding

- 7.1 The Council must ensure that it complies with any and all applicable Law and regulations in relation to the Council EDRFG Programme and the Funding.
- 7.2 The Funding must not be used for any activity which is party-political in intention, use, or presentation, or be used to support or promote religious activity.

8. Breach of Funding Terms

- 8.1 If the Council fails to comply with any of the terms set out in this Agreement, or if any of the events referred to in clauses 8.2 occur, then without prejudice to any other rights or remedies of the GMCA under this Agreement, the GMCA, acting reasonably, may reduce, suspend, or withhold Funding payments, or require all or any part of the Funding to be repaid.

- 8.2 The events referred to in Clause 8.1 are as follows:

- (a) the Council uses the Funding for purposes other than the delivery of the Council EDRFG Programme (and such usage has not been approved by the GMCA, acting reasonably); or
- (b) the Council, in the reasonable opinion of the GMCA, takes inadequate measures to investigate and resolve any reported serious issue or irregularity in respect of the delivery of the Council EDRFG Programme; or
- (c) the GMCA is of the reasonable opinion that the Council has refused or otherwise failed to offer or provide the Council EDRFG Programme in accordance with the agreed Proposal without adequate grounds to do so;
- (d) the Council has not commenced delivery of the Council EDRFG Programme in accordance with the Proposal;
- (e) the delivery of the Council EDRFG Programme breaks down prior to its completion and the Parties, acting reasonably, are unable to agree to a revised Council EDRFG Programme; or
- (f) the Council obtains or has obtained the same funding from a third Party for the same Purpose; or
- (g) a court, tribunal or independent body or authority of competent jurisdiction requires any Funding paid to be recovered by reason of breach of any Subsidy Control Law;
- (h) the Council knowingly provides the GMCA with any misleading or inaccurate information in relation to the Funding or the Council EDRFG Programme.

- 8.3 Upon becoming aware of a breach, potential breach or other serious cause for concern relating to this Agreement, the GMCA will notify the Council of the same in writing. The Council must act within 30 days (or such other period as the GMCA specifies in writing) to address the GMCA's concerns or rectify a breach if possible. The Council may consult the GMCA or agree with it an action plan for resolving the issue(s). The Parties will work together in a spirit of collaboration to resolve any breach, potential breach or other serious cause for concern relating to this Agreement. If the GMCA, acting reasonably, is not satisfied with steps taken by the Council to address its concern or rectify the breach, the GMCA may take steps to withhold or suspend the further payment of Funding, or to recover Funding already paid in accordance with clause 8.1.
- 8.4 Where the GMCA, acting reasonably, requires all or any part of the Funding to be repaid, the GMCA, shall inform the Council in writing of the amount of the repayment owed and a repayment plan shall be agreed between the GMCA and the Council, both acting reasonably. In the event that the Parties fail to agree a repayment plan the dispute will be referred for resolution under clause 12.2.

9. Termination of this Agreement

- 9.1 The GMCA may terminate this Agreement forthwith by serving a written notice on the Council if:
- (a) the Council has knowingly made any false, incorrect or misleading statement in order to obtain this Funding or has been involved in any illegal activity or improper act in its administration; or
 - (b) the Council commits a material breach of any of its obligations under this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same, as set out at clause 8 above. For the avoidance of doubt a material breach shall include, inter alia, not using the Funding for the delivery of the Council EDRFG Programme.
- 9.2 Where termination of this Agreement pursuant to clause 9.1 above applies the GMCA shall cease to be under any obligation for payment of the Funding if not already paid. If the Funding has already been paid the GMCA, acting reasonably, may require the Council to repay all or any part of the Funding, which has not already been spent by the Council on Eligible Expenditure.
- 9.3 The Council must repay any amount reasonably required by the GMCA to be repaid under this clause 9 within 30 days of receiving the demand for repayment. Any termination of this Agreement will be without prejudice to any other rights or remedies of the Parties under this Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.
- 9.4 Nothing in this Agreement shall affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication to come into force or continue in force upon termination or expiry of this Agreement.

10. Liability

- 10.1 The GMCA accepts no liability to the Council or to any third Party for any costs, claims, damage or losses in connection with the Funding or the delivery of the Council EDRFG Programme, however they are incurred (except to the extent that they arise from personal injury or death which is caused by the GMCA's negligence which cannot be excluded by Law or for any breach of applicable Law by the GMCA).

10.2 For the avoidance of doubt, the GMCA accepts no liability for any consequences, whether direct or indirect, to the Council arising as result of the Council's delivery of the Council EDRFG Programme (either where any of the Council EDRFG Programme is delivered directly by the Council or where the Council makes arrangements for the Council EDRFG Programme to be delivered on its behalf by a third party).

11 Confidentiality and Intellectual Property

11.1 For the purposes of this clause:

- (a) **"Confidential Information"** means information of a confidential nature, including but not limited to information relating to the operations, plans, intentions, know-how, copyright and other intellectual property rights, software, market opportunities, strategies, customers and potential customers, competitors and potential customers, business and/or financial affairs of the Parties,
- (b) **"Disclosing Party"** means the Party disclosing Confidential Information, and
- (c) **"Receiving Party"** means the Party receiving Confidential Information.

11.2 Each Party agrees to keep Confidential Information disclosed to it by the other Party strictly confidential and not to use any such Confidential Information for any purpose other than for purposes directly related to the provision of the Funding. The Receiving Party will restrict access to Confidential Information of the Disclosing Party to such of its employees as need to know the same for the purposes set out in this clause and will not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party and, in the event that such disclosure is permitted, the Receiving Party will procure that such third party agrees to be bound by the terms of this clause in relation to such Confidential Information. The requirements of this clause will not apply to the disclosure of information which:

- (a) at the time of disclosure is in the public domain in the form supplied otherwise than through a breach of this Agreement, or
- (b) was lawfully within the possession of the Receiving Party prior to its disclosure by the Disclosing Party Provided that the source of such information was not bound by obligations of confidentiality in respect of such information, or
- (c) the Receiving Party is required to disclose by law and/or any court of competent jurisdiction or any governmental or regulatory body

11.3 The Parties acknowledge that damages may not be an adequate remedy in respect of a breach of this clause and that equitable reliefs including injunctions and orders for specific performance may be appropriate for the enforcement of this clause.

11.4 Intellectual Property

11.4.1 Intellectual Property in all IPR Material will be the property of the Council.

11.4.2 The Council grants to the GMCA a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material and IPR therein for the purpose of supporting the Council EDRFG Programme, the GM EDRFG Programme and other projects.

11.4.3 Ownership of Third-Party software or other IPR necessary to deliver the Council EDRFG Programme will remain with the relevant Third Party.

11.4.4 The Council must ensure that, where applicable, they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

12. DISPUTE RESOLUTION

12.1 The GMCA and the Council will use all reasonable endeavours to resolve any issues arising in respect of this Agreement informally and to avoid formal disputes.

12.2 Where a formal dispute arises between the Parties in respect of this Agreement, it will be referred in the first instance to the GMCA's Elisha Keswick and to the Council's Paul Lakin who will each act reasonably in seeking to resolve the dispute.

13. VAT

The Funding is believed to be outside the scope of VAT (Value Added Tax) but if any VAT shall become chargeable in respect of the Funding the Funding shall be inclusive of any irrecoverable VAT and exclusive of recoverable VAT.

14. General Provisions

14.1 This Agreement sets out the entire agreement between the Parties and replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing.

14.2 Any amendments to this Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties.

14.3 This Agreement is personal to the Council and the Council shall not assign or otherwise deal with the benefit of this Agreement.

14.4 No person who is not a Party to this Agreement shall have the right to enforce any its terms under the Contracts (Rights of Third Parties) Act 1999.

14.5 This Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

14.6 The Parties agree that the terms of this Agreement shall remain confidential between themselves and their representatives and shall not be disclosed to any third Party save as required by Law.

14.7 Failure by the GMCA or the Council at any time to enforce the provisions of this Agreement shall not be construed as a waiver or any such provision and shall not affect the validity of this Agreement or any part thereof or the right of the GMCA or the Council to enforce any provision in accordance with its terms.

14.8 Any notice which is to be given by either Party to the other shall be in writing, sent to the address listed above and served on the recipient personally by hand delivery or

sent by first class recorded delivery post or by special delivery post. The notice shall be deemed to have been served on the day of delivery if delivered by hand or 2 (two) Working Days after the day on which it was posted.

- 14.9 Either Party may change its address for service by serving a notice in accordance with this clause.
- 14.10 This Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Agreement by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Agreement by all Parties.
- 14.11 This Agreement may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature.

14. Subsidy Control

- 14.1 The Council acknowledges and agrees that the award of the Funding by the GMCA to the Council is not considered to be an award of Subsidy by the GMCA to the Council. The Council acknowledges and agrees that the Council will ensure that the Council's use of the Funding for the delivery of the Council EDRFG Programme does not put the GMCA or the Council in breach of Subsidy Control Law.
- 14.2 The Council will maintain appropriate records to demonstrate that the Council's use of the Funding for the delivery of the Council EDRFG Programme is in compliance with Subsidy Control Law and will take all reasonable steps to assist the GMCA to comply with the same and respond to any proceedings or investigation(s) into the Funding and/or the Council EDRFG Programme by any relevant court or tribunal of relevant jurisdiction or regulatory body.

15. DATA PROTECTION AND FREEDOM OF INFORMATION

- 15.1 The Parties shall comply with all requirements of Data Protection Legislation, the EIR and FOIA, and will not knowingly do anything or permit anything to be done which might lead to a breach by the other party of Data Protection Legislation, and/or the EIR and/or FOIA.
- 15.2 Where any Personal Data is required to be shared under this Agreement in relation to the Council EDRFG Programme, the Parties shall enter into a Data Sharing Agreement in relation to any such Personal Data shared.
- 15.3 It is acknowledged that the Parties are both subject to the requirements of the EIR and FOIA and each Party shall assist and cooperate with any Party in receipt of a Request for Information relating to this Agreement and/or the delivery of the Council EDRFG Programme (at the receiving Party's expense where applicable) to enable the receiving Party to comply with their Information disclosure requirements.

SCHEDULE 1

THE PROPOSAL



Bury-Schedule 1A
EDRFG 2026-27 Fina



Bury-Schedule 1B
EDRFG 2026-27 Fina

SCHEDULE 2

PAYMENT SCHEDULE

1. The GMCA agrees to pay to the Council the Funding Amount of **£1,791,650** in a single instalment in advance within thirty (30) days of the date of this agreement.
2. The GMCA and the Council have agreed that the Funding Amount will be used by the Council to fund the Council's Eligible Expenditure in respect of each of the Council EDRFG Programme as detailed in the Proposal attached at Schedule 1.

**SCHEDULE 3
MONITORING INFORMATION FORM**



Schedule 3.docx

IN WITNESS whereof the Parties have executed this Agreement on the day and year above written

Signed on behalf of the
**GREATER MANCHESTER
COMBINED AUTHORITY**
by an authorised signatory
of the said Authority:

Authorised Signatory

Signed on behalf of
The Metropolitan Borough of Bury
by an authorised
signatory of the said Council:

Authorised Signatory