

Forestry Commission Wales Strategic Guidance and Programmes: Level 3

Governance for non-baseline funded projects

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1. Governance for non-baseline funded projects

1.1 Introduction

When done well, projects that secure external funding (including both FC-only and partnership projects) can enable Forestry Commission Wales to achieve more of our policy objectives, more quickly, and more effectively.

This chapter sets out procedures relevant for all applications for additional funds not covered by the FCW Finance budget process. For example, projects seeking funding from EU funds or Heritage Lottery, or internal projects that are not included in the Unit Managers approved business plan. In exceptional cases (see paragraph on Timing) and with the express authority of Head of Finance Wales an abridged submission may be permitted.

One purpose of these procedures is to help ensure that projects, initiatives and programmes have a good strategic alignment with delivery of government policy. All applications for 'additional' funds should fit within the 'corporate delivery documentation' (Levels 3 & 4). As this process develops, more information will be in place for applicants for additional funding to help ensure their proposed project/partnership fits with the FCW Corporate Plan and support WWS or other WAG strategies. Early discussion of your ideas with the Unit Manager or Management Board member is recommended.

All projects and partnerships must also work within and abide to the FCW Brand Manual. If in any doubt you should check with the Communication Team on this aspect.

The procedures also define individual roles and responsibilities where relevant. However, staff involved in preparing projects or in partnership working that involves additional funding should at an early stage seek support from the appropriate level of management (Project Sponsor) and research the wider Policy & Corporate guidance series for relevant information.

Once an outline idea has been accepted in principle, all applications for funding must complete the Project Bidding Document (PBD), see **Appendix 3A**, and gain approval at the appropriate level before proceeding further.

1.2 Project Bidding Document

To ensure a consistent approach all applications must use the PBD form. This provides structure and guidance to the project applicant. It is designed to guide the author and identify a range of key elements and the type of information and evidence that will be needed by management to be able to judge the merits of each application.

Business guidance

In most instances the PBD will be sufficient for management to make a decision on whether the project/partnership should proceed. However, there may be instances where a full Business Case will need to be developed – on those occasions where the manager(s) giving the decision to proceed or FCWMB deem it necessary. In these cases the Business Case template, at **Appendix 3B**, should be used. Again this provides guidance as to the type and level of information being sought. (For projects seeking external funding such as Convergence, the funding organisation may have developed their own business case template that should be used.)

1.3 Partnership working

Partnership working brings with it the potential for additional risk. Our approach is to minimise or transfer risk wherever possible. This should be borne in mind when considering entering into partnership working and FCW should only consider taking on the role of Lead Partner on occasions when there is a clear over-riding need and the benefits clearly outweigh the risks. The project sponsor will need to prove the case for the lead partner and the 'decision' manager must record why the lead partner status has been endorsed.

1.4 Project and Partnerships involving land purchase

Support for the purchase of land, or property by either a partner or recipient of grant brings with it its own specific risks. Our approach to these activities must be to protect any public investment in these items. In these cases the PBD and/or the Business Case must set out the measures that will be used to protect the investment and if necessary give us the powers to reclaim the grant for a breach of contract, sale, change of use or ownership without FCW permission. For example for support to purchase land a charge can be registered with the land registry that places a restriction on dealing. This means that a change of ownership cannot be registered without the authority of Forestry Commission Wales. Further help is available from your Area Land Agent.

1.5 Appropriate level of management involvement

There are 4 levels of management involvement, these are:

Gross amount	Project Sponsor	Decision by	Application for funds to:
<£50k	Unit Member	Unit Manager	Managers of Unit Managers have the authority to reallocate resources within their Approved Budget up to a limit of £50k (except salary and capital) see FB8. Outside this delegated authority UM to approach relevant MB member who will reallocate budget or seek budget variance for any additional FCW funds
<£100k	Unit Manager	Relevant MB Member	MB member to put case to Head of Finance FCW who will process as a Business Variance Submission and

Business guidance

£100k to £250k	MB Member	Head of Policy & Prog. (strategic fit)	report any such approved variance in finance report to FCWMB.
>£250k	MB Member	Full MB	
Any amount - Politically Sensitive Issues	Discuss with relevant MB Member	Full MB	

FCW Finance team are developing a 'delegated authority matrix' and this will help to inform (and modify) this paper.

1.6 Key Milestones

To ensure the partnership/project proposal keeps the appropriate management level informed project managers/sponsors will ensure the following milestones are adhered to:

1. Initial brief project or partnership justification; including, scope, 'strategic fit' and likely success for funding; once brief has been accepted -
2. Complete the PBD (or full business plan) with options (including staff resources, costs and likely sources of additional funding) and consider need for an Equality Impact Assessment. If in doubt discuss with line manager.
3. Once final confirmation to proceed given complete/revise any due process checks to ensure that risk/reward ratio is acceptable to the organisation.
4. Commence delivery to include quarterly progress reports, monitoring and closure and evaluation report.

Appendix 3C lays out these key milestone stages.

1.7 Timing

Timing can be a constraint and can put pressure on governance issues. On occasions when a tight deadline is imposed (this would normally be as a result of a request from WAG – DRA) ,then exceptionally the governance process laid out in this paper can be by-passed. Clearance to set aside this governance process must be gained from Head of Finance Wales.

Adherence to clearing the project through the appropriate management level and completion of the PBD should not unduly delay project development, but the completion of a full business case may. Where time is a constraint the project sponsor needs to make this clear.

1.8 Agreements and Contracts and Procurement

For contract and procurement guidance, advice should be sought from the Finance team, initially via your Unit's Management Accounting Technician. For larger/more complex

Business guidance

Partnership Agreements a template is provided on the Money Matters Intranet pages (see also **Appendix 3D**). However, if you are involved in a EU funded project you may find that the confirming authority will provide/has standard template partnership agreements and these should be used. But discuss with the Finance Team before signing, as it may be prudent to gain legal advice.

The Money Matters template should also be used for all level of partnerships. However, if you are aware of a better template for lower value/simple partnership agreements please inform the FCW Finance Contracts Manager and the Partnership and Funding Manager.

Should your project/partnership involve procurement then FC procurement rules must be followed. If partners or other funding sources (such as EU funds) have their own procurement rules seek guidance from the FCW Procurement Advisor as the more stringent procurement rules may need to be followed.

1.9 Offer of Grants

The above paragraphs lay out the FCW process to be followed when securing approval to seek additional funds.

Normally additional funds will come from organisations (such as HLF, EU programmes) that have their own detailed guidance and rules. These lay out the obligations in relation to the grant. It is essential that these are fully understood and a risk assessment undertaken of the implications of these rules before committing FCW. You should read Money Matters 12 – External Funding and associated documents.

Appendices

Appendix 3A: Template for FC Wales Project Bidding Document (PBD) for use in partnership and externally funded projects



TEMPLATE FOR

FC Wales

PROJECT BIDDING DOCUMENT (PBD)
(For use in Partnerships and externally funded projects)

[Insert the Project Title, Author and Date here]

HOW TO USE THIS TEMPLATE:

Introduction:

The template is designed to prompt the Project Manager and help in the creation of the Project Bidding Document (PBD).

THE PURPOSE OF THE PROJECT BIDDING DOCUMENT (PBD):

To outline the project – the PBD will provide the individual MB member, or Finance Director or FCWMB with sufficient information to enable them to assess its potential benefits and to decide if it has sufficient merit to:

1. Release funding
2. Go ahead to develop project or partnership agreement with/without the need to seek further permission from MB member, or Finance Director or FCWMB.
3. Develop a full business case.

Loading the file:

To use it, copy the file and follow the prompts (in [...] brackets).

Deleting the [...] text:

When the template is complete, you should delete all the prompt text in [...] brackets. The whole PBD can then be printed and approved.

Saving the Project Bidding Document under its own name:

Save the PBD by selecting the "SAVE-AS" commands; this will avoid overwriting the standard template.

PROJECT BIDDING DOCUMENT (PBD) <i>[Used to gain funding, obtain approval to start the project/partnership and to obtain approval to expend the resources or to proceed to full project business plan].</i>		File Ref & Date
Programme:	Project Title:	
Project Manager:	Project Sponsor:	MB Champion:

Background (maximum 150 words):	<i>[Identification of the source of the idea.]</i>			
Project Objectives , Justification and Business Benefits - SWOT (maximum 400 words):	<i>{What is the project aiming to achieve (if applicable expressed in measurable terms)? Why do this project and why do it now – what business benefits are expected to stem from the project? What happens if we don't do this project? How critical will the impact of the project be? How will the project add value to our existing activities? Are the scope, scale & requirements realistic, clear & unambiguous? Can you provide a SWOT analysis?}</i>			
Outline Project Plan (maximum 300 words):	<i>[Introduce the project in terms of what area it is concerned with, what it is trying to do, highlighting briefly it's most salient features. Why it is important to achieve the stated aims? Who are the partners (if any)? And list the key stakeholders involved.]</i>			
Outputs/Outcomes (maximum 150 words):	<i>[Describe in measurable terms the expected Deliverables/Products/ Outcomes.]</i>			
Strategic Fit (maximum 200 words):	<i>[Fit to WWS, FCW Corporate Plan other relevant WAG or EU policies/programmes]</i>			
Assumptions/ Constraints :	<i>[What might be expected or restricted in terms of time, resources, funding and/or the eventual outcome.]</i>			
Risk Analysis (maximum 150 words):	<i>[What are the risks associated with this project? Have these Risks been mitigated? Have any assumptions been made? Are there any contingency plans? Are there any dependencies or legacy issues? Complete Risk Table – see Risk Register Form at end of this document]</i> <i>Risks associated with the purchase of land or buildings by partners or third parties must be addressed in this section. They must include controls that allow FCW to recover the investment if there is breach of contract, sale, change of ownership or change of use without FCW permission.</i>			
<i>Risk Component</i>	<i>Risk Type: Economic Reputation Env. & Social</i>	<i>Impact / Likelihood Score</i>	<i>Risk Score</i>	<i>Controls</i>
Project Organisation Structure (maximum 200 words):	<i>[As far as is known, how will the project management team be structured? Have roles and responsibilities been identified yet they and if so who will do what?]</i>			
Finance and Governance, Resources	<i>{State the budgetary requirements for the project indicating staffing and other resource needs (do not underestimate),</i>			

required and sources of funding (maximum 400 words):	<i>with spend broken down by financial year. How much internal resource will be required to deliver the project? Projects with income generation also to be shown by FY and indication as to how and when these funds will be drawn down, plus any associated conditions (e.g. audit certificate). What funding opportunities can be sought to finance the project? What systems will be used to manage and track the budgets? Where will the responsibilities for financial management, accounting, accountability (audit) and record management lie? What assumptions are there behind the forecasts and costs and what logic has been used to arrive at these figures? Are they indicative (+/-20%) or based on more substantive calculations? How is it proposed that the project will report progress against its objectives?}</i>
Equality Impact Assessment	<i>{Does the project/partnership require an EqIA? Has a negative impact been identified on any group assessment must be undertaken where impact relates to race, gender or disability? Is the impact legal? Could it be minimised or removed? Will the project/partnership have a positive impact on any group?}</i>
Value for Money (maximum 150 words):	<i>{Is the project affordable, achievable & likely to achieve value for money? Is the project the best use of the time/money/resources available?}</i>
Communication Plan (maximum 150 words):	<i>{Fit with FC Wales communication strategy, who are main target groups, will usage be made of PR contract and estimated costs? What do you expect to achieve through communication and marketing? Fit with the FCW Brand management Manual?}</i>
Branding (maximum 100 words):	<i>{If appropriate. Will project use FC own house style/brand? Will it be subsumed by another organisation brand? Will it create its own/existing sub brand logo?}</i>
Timing (maximum 100 words):	<i>[Assuming no external dependencies, when could the work start – or how long will the work take once the external dependencies have been completed?]</i>
Additional Comment (maximum 150 words):	<i>[Add any additional information to.]</i>

[Before submission of this PBD to MB member, Head of Finance Wales or FCWMB, you may wish to discuss its contents with Paul Finch in the Policy Team]

FCW Management Board Recommendation:			
Approval:	YES	NO	Conditions: 1. 2. 3.
Comments:			<i>(List greatest strengths and concerns about the project)</i> 1. 2. 3.
Requests for Further Information:			Due Date:

Recommendations /offer of support from FCWMB members:	
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FCW – Risk Register Request For Proposed Amendment To Existing Risk / Creation Of New Risk

Inherent Risk

Impact Assessment					
Impact Category	1 (Low)	2 (Slight)	3 (Moderate)	4 (Severe)	5 (Castastrophic)
Economic (E)					
Reputational – Ministerial (RM)					
Reputational – Other (RO)					
Social (S)					
Environmental (E)					

Likelihood – the probability of the threat being realised

5	Will probably happen.
4	Very likely to happen
3	Likely to happen

Senior Responsible Officers (FCWMB)

TMO – Director Wales
 PG – Head of Estate Management
 DJS – Head of Finance
 TOK – Head of Secretariat & Comms.
 CT – Head of Policy & Programmes
 RS – Head of G&L
 CL – HR Business Partner

Risk/Threat	Senior Responsible Officer	Inherent risk						Residual risk						
		Impact Category	Impact Assessment	Likelihood	Risk	Response	Comments Control(s)	Impact category	Impact	Likelihood	Risk	Acceptable	Action required to maintain 'Control(s)'	Direction + = -

Appendix 3B: Business Case Template, for partnership projects and projects seeking external funding

FC Wales



Business Case – Template
(For partnership projects and projects seeking external funding)

Executive Summary

The executive summary is the most important part of the business case. Many people will only read this.

Quality - the quality of the summary must therefore be outstanding and you should pay particular attention to it. Obtain critical feedback from others on your drafts.

Stand-alone - it can also be used as a stand-alone document when introducing the project to others, so it must be able to capture interest and entice the reader to take the next step and request more information. As a stand-alone document there are 5 key questions to be addressed – what, who, why, when and how much?

Style – It should be direct and organised as a series of bulleted paragraphs each dealing with one key area. No waffle

Length - ideally one page, and certainly not more than two pages. It needs to include:

- **What** - Introduce the project in terms of its' area, what it will do, how much will it cost, its duration and list the key individuals and stakeholders involved
- **Who** will lead the project and how will it be managed? Who are the other partners?
- Highlight the benefits to FC Wales, Wales forestry sector and WAG, as well as any wider benefits. This should include reference to its strategic fit (e.g. fit within WWS and relevance).
- **Why** - State the main advantages of the project and why these are important to our stakeholders. Make reference to any supporting evidence as to why there is a need for the project (this demonstrates a degree of research prior to the submission). WAG strategies). How diversity issues will be met.
- Include any "evidence of success" - this may be success to date, stakeholder comments, partnership agreements, survey data, research, etc. which helps to make the project more tangible to the reader and raises confidence in the project
- **How** - Summarise the objectives of the project/programme in the short and long term, and quantify these with specific numbers. How will the objectives be measured? What monitoring and evaluation arrangements will be built into the project to ensure delivery of targets/objectives?
- Summarise the key outputs and outcomes
- Briefly outline the key methods you will use to achieve the project objectives.
- **How much** - State your finance requirements and give a brief explanation why it is needed. Other funding providers – summarise who will provide what and what they expect in return
- Identify key financial and governance aspects, audit requirements and any high level risks
- **When** - Duration of project – anticipated start and closing dates – Exit strategy
- Highlight any other key issues that should be noted

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Title

Executive Summary

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Introduction to the Project and its Management (incl. Aims and Objectives)

Strategic Fit

Project Deliverables - Outputs and Outcomes

SWOT/STEEPLE

Management of Project

Resource and Quality planning

Risk Analysis

Finances and Governance

Possible funding sources

Communications Plan

Project Timetable and Key Milestones - Tabular

Appendices

1. Introduction to the Project

- Introduce the project and what it will do, it's main aims and objectives, evidence of need, highlighting briefly its most salient features. Describe concisely how the project came about and how it has progressed to the present situation.
- Why do this project and why do it now? What business benefits are expected to stem from the project? What happens if we don't do this project? How critical will the impact of the project be? How will the project add value to our existing activities? Are the scope, scale & requirements realistic, clear & unambiguous? Are there other ways in which this work could be undertaken? Show decision tree process that has led to the decision for FC Wales to take project forward.
- Outline any internal or external factors upon which the successful delivery of the project is dependent.
- Explain any "evidence of success" the project may have acquired so far – from previous success, stakeholder comments, partnership agreements, surveys, research, etc. Outline any other factors that have increased the likelihood of success.
- If partners are involved briefly explain their roles, responsibilities and background. (Refer to Project management chapter.)
- List your stakeholders, if necessary with a brief description highlighting relevance. Providing a SWOT analysis of funders/partners/stakeholders.
- Provide outline of implementation timetable with any key milestone dates. (Refer to detailed table.)
- Explain the project exit strategy and any potential legacy issues and where applicable any associated costs.
- What are the next key stages and milestones?

2. Strategic Fit

This section will identify how your project fits within the strategic aims of FC Wales, other Welsh Assembly Government strategies or initiatives and EU directives. It will:

- Demonstrate fit within FC Wales Corporate Plan and Wales Woodland Strategy
- One Wales document and other Welsh Assembly strategies/initiatives, EU Forestry Action Plan, others?

It will need show:

- How this project will help to contribute to the goals of documents identified above.
- Identify any consultation undertaken and/or evidence of demand
- How the project will integrate with wider work programmes and/or other projects
- How it will complement other work areas and avoid duplication of effort, not just FC Wales but also:

- Wider FCGB and FR (if applicable)

It must also explain how the project:

- Fit within and/or assist in FC Wales delivery of diversity goals (liaise with HR team)

3. Project Deliverables

- Describe the project goals - outputs and outcomes in clear and simple terms (projects with SMART outputs will be easier to assess)
- Explain who the beneficiaries are and how their needs, that are not being satisfied at present, will be satisfied by the project?
- Explain the added value features of the projects' deliverables and provide any available supporting evidence.
- Explain the critical success factors and what will constitute success.
- Communicate any further planned projects that may have relevance to this one.

4. SWOT Analysis

The Strengths & Weaknesses of the project and its deliverables, and the Opportunities & Threats it faces, can be summarised as follows: (These are examples you may wish to use others)

STRENGTHS	OPPORTUNITIES
Sound knowledge and experience base Professionally managed Good skills base FC Wales highly regarded by funding programme secretariat Good track record of delivery	Delivery against Corporate Plan, WWS. One Wales etc. Raise profile of FC Wales and WAG Strengthen FC Wales links with partners and key stakeholders Staff development both project members and wider FC Wales staff New funding enabling more to be done – additionality Capacity building in forestry sector
WEAKNESSES	THREATS
Limited resources Lack funding programme knowledge Dependence on funding and/or partners Lack of necessary skills	Financial risk Legacy issues? Negative impact on FC Wales if project not successful

The strengths that will allow us to exploit the opportunities in the market are:

We are mitigating against weaknesses and threats through our:

5. Management of Project

- Set out key roles and responsibilities, to include: SRO (Senior Responsible Office) and/or Project Sponsor and Project Manager. That of partners and/or key stakeholders (when applicable).
- Explain who from within FC Wales is involved, what are their positions and what relevant experience and qualifications they have.
- If partners are involved explain their roles, responsibilities and background. How will they add value/contribute to the project in outline terms.
- If FC Wales is proposed as the lead partner explain and justify.
- (For technical skills see Resource planning Section)
- What organisational structure will the project have? (Diagram?)
- Will there be separate agreements with each partner that clearly lays out specific roles and responsibilities to include what each partner will undertake? Will these be legally binding or more a 'gentleman's agreement'?

6. Resource and Standards Planning

This section will explain what strategy you have adopted for planning your resource and setting standards.

Resource Planning

- Is concerned with managing the funding and resources (materials and people effort) of the project.
- What technical skills can the project call upon and/or what additional technical expertise would add value to the Project Team? List key skills required (e.g. project and people management, financial and budgetary experience, contract and procurement management) and (where known) staff to be involved in project with these skills with a brief biography highlighting achievements and relevant experience.
- Identifies the type, amount and cost of the resources required by the project broken down for each stage of the work. It will also identify equipment, building, overheads and fixed-price costs associated with the project. The intention is to provide a complete resource and financial picture of the undertaking.
- Identify the project management tool/methodology proposed
- Be aware of the budget reporting structure for both the funding body(ies) and FC Wales

Standards Planning - The project case sets the overall quality approach for the entire project.

It will define

- The standards to be followed for the major deliverables and how they will be measured.
- And identify external constraints that may apply to the project.
- The quality criteria, methods and review guidelines during the main stages of the project.

7. Risk Analysis (in line with FC Risk Policy)

This section explains the risk processes you will use to assess the risk to the project, and how you will address them.

What is a risk?

- Something that may have an impact on the achievement of project goals. A risk can be both an opportunity as well as a threat.
- Identify your risk types, such as – economic/financial, reputational Minister, reputational Other, environment, social?
- Gathering intelligence – forward looking research identifies tomorrow's risks and enables you to be better prepared
- Does FC Wales have the skills to undertake the project? (Refer to Resource and Standards Planning)
- Assess your risks – create a Risk Rating using the [FC Wales Risk Register](#) approach

Address your risks:

- Consequence to FC Wales if project does/does not go ahead (risks could be incurred from both courses of action)
- Transfer – passing the risk onto someone else
- Tolerate – watch the risk to ensure that its likelihood or impact do not change
- Treat – plan a series of mitigation actions to bring the risk down to an acceptable level

- Countermeasures – the current measures you have in place to contain the risk at an acceptable level or to reduce the threat
- Contingency – an action or arrangement that can be put in place to minimise the impact of a risk when it has gone wrong

Review and report on your risks using FC Wales Risk Register.

- Risk Registers – baseline data to be prepared and monitored regularly. This to include consequences, countermeasures and contingencies.
- List the key threats to the delivery of the project keep under regular review.
- Embedding – changing working practices (if required) to ensure good risk management is evident and sustained throughout the life of the project

Risks associated with the purchase of land or buildings by partners or third parties must be addressed in this section. They must include controls that allow FCW to recover the investment if there is breach of contract, sale, change of ownership or change of use without FCW permission.

8. Finances and Governance

Assistance can be sought from Accounting Technicians to help with costs and to 'vet' before submission.

Use this section to review and pull together the key assumptions to be used in the financial projections. Relate the estimates for costs, head count, etc. to the detailed plans / schedules outlined in previous sections. Also, specify the assumptions used for capital expenditure, external funding and working capital.

The above should be accompanied by notes covering the assumptions under which the statements have been constructed, including:

- Detailed spreadsheet of costs
- Identify whether new cost centre is to be used, whether using excel type spreadsheet or database
- Costs to include staff, offices, depreciation of assets (use FC Wales accounting guidance), other major budgets, including PR, legal fees, accounting and audit fees, etc.
- Any post project long-term liability costs/issues or evidence of ability to self-finance
- Any assumptions behind these figures, how they are constructed and the logic used to arrive at these figures?
- Funding from other partner, EU programme and realistic estimate of when funds will be received
- Where responsibility for financial management, accounting, accountability (audit), record management will lie.

Income Statements (where applicable)

- Outline any projected income with short explanatory paragraph. (eg car park). Use simple tables to summarise the key figures and place all detailed analysis in Appendices.

Cash Flow Projections

- It is usual to give monthly cash flow projections for the first year (quarterly thereafter).
- Frequency of submitting claim for external funds and projected dates for receipt of these funds
- Any payment mechanisms i.e. to other partners or if project includes grant payments.

Projected Balance Sheets

- The projected balance sheets must link into the projected income statements and cash flow projections.

Sensitivity Analysis

Present the key results of a 'what-if' analysis based on 'best' and 'worst' case scenarios. As a general guide, be conservative even when presenting the 'best' case.

When planning scenarios, take account of possible project start-up delays, revenue shortfalls and higher costs.

All these figures should demonstrate that you understand the major financial implications of your business case, that the assumptions are reasonable, and that you have not been over optimistic.

It is important to highlight what contingency plans you have in the event of things not happening exactly as planned. Will the project fail if there is a month's delay in the timetable, or can it tolerate a year's delay through careful adjustment and control?

9. Possible Funding Sources

This section should explain:

- How much money is required for the project and over what duration (profile)?
- Provide a summary and table of funding by main budget lines

In assessing this:

- Look to fund the 'most likely' case, rather than the 'best case'
- Where you expect the funding to come from and how much? (Any evidence of likelihood of securing these funds?)
- From FC Wales? (Salary, cash?) From other funding sources? e.g. EU programmes, WAG, other partners, Lottery schemes etc?
- Make assessment of likelihood/difficulty in gaining these funds
- What will the funders expect in return for their money? (does the funding come with constraints or other risks?)
- What will be the funders involvement in the management of the project? (Summary and cross reference to the 'Project and its Management' section.)
- Indicate and document (with supporting evidence) all/any funding commitments already secured

10. Equality Impact Assessment

- Does the project/partnership require an EqIA? Has a negative impact been identified on any group? An assessment must be undertaken where impact relates to race, gender or disability?
- EqIA assist in understanding the functions of an organisation and the way decisions are made you need to:
- Consider the current situation
- Decide what is to be achieved – objectives and outcomes
- Consider the evidence to support the decision
- Find the gaps in terms of evidence to support decision
- Make informed decision
- Report and publish decision
- Is the impact legal?

- Could it be minimised or removed?
- Will the project/partnership have a positive impact on any group?
- If in any doubt seek guidance from line manager/project sponsor

11. Communications Plan

This section should explain the major communication and branding of the project.

It must state how it will fit in with FCW Communications Strategy and how the FCW Communications Team will be involved.

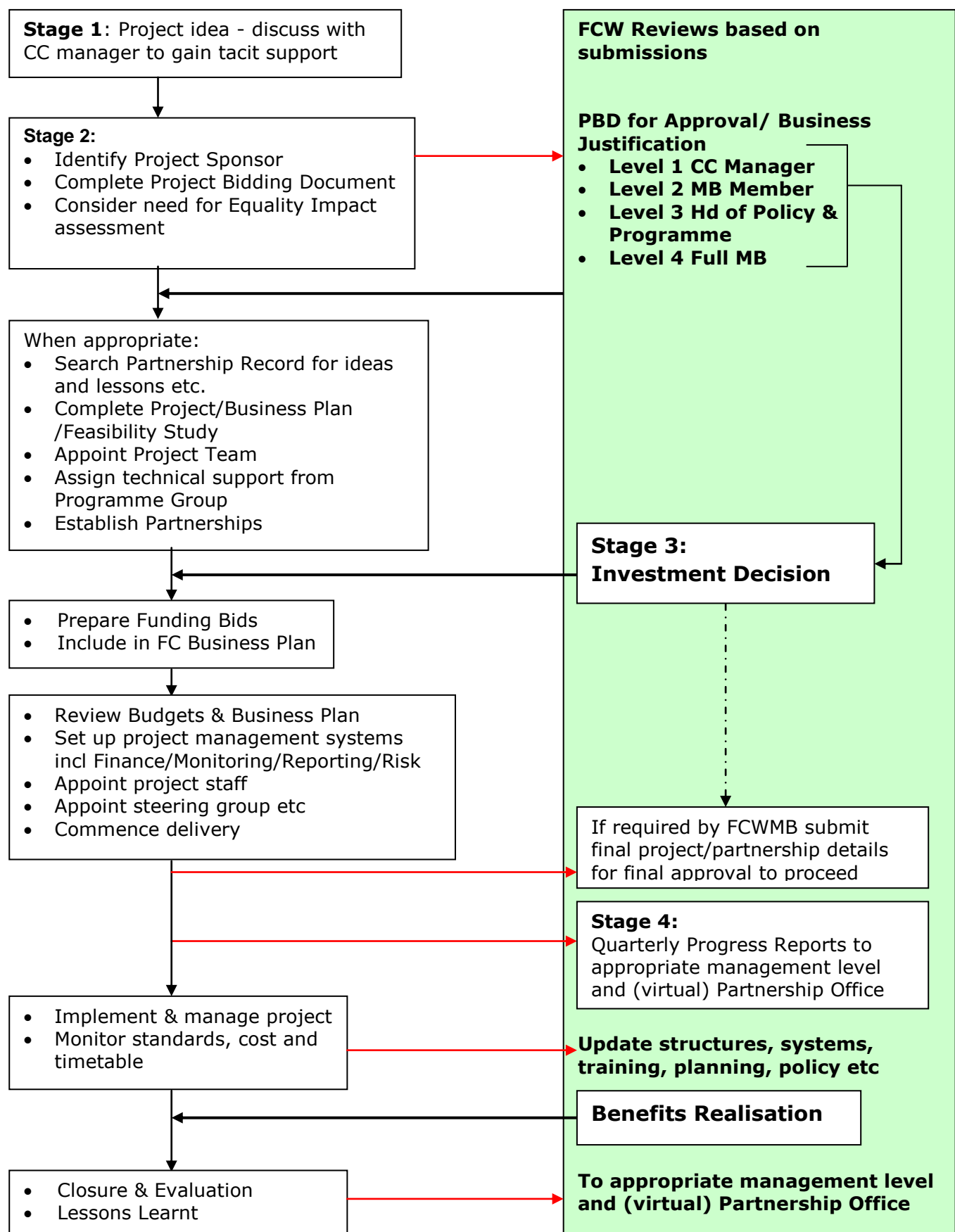
It needs to explain:

- What is the strategy for promoting/marketing your project deliverables to the customers?
- Any anticipated Ministerial involvement?
- How are target customers going to be made aware of the project?
- Confirm that the project will abide by the FCW Communication Team's Brand Management Manual
- What mediums of communication will be used to reach your target groups?
- Will there be any marketing effort aimed at any partners or stakeholders?
- Will you make any use of PR (public/press relations) in your communication/marketing?
- State how much this will cost and break down the costs between categories
- Explain how any external PR work will be tendered for, what will be included in the tender.
- Explain what you expect the communication and marketing effort to achieve and how you plan to monitor and control the effort to ensure it is effective

12. Project Timetable and Key Milestones

Complete spreadsheet or project plan showing project timetable (such as Microsoft Project), key milestones and inter-reliant actions and/or constraints.

Appendix 3C: Key Milestones Table for partnership projects and projects seeking external funding



Appendix 3D: Template for Partnership Agreement

Note: Some funding bodies will provide draft partnership agreements – Interreg being an example. When available these should normally be used – but discuss with Finance, as it may be prudent to get legal advice on the offered partnership agreement.

'PROJECT TITLE'

Partnership Agreement – '*PROJECT TITLE*'

For implementation of the '**Project Title**' under the '**Funding Programme or Funding Body**'

The partnership agreement covers all partners in the '**Project Title**':

LEAD PARTNER:

1. *Company Title (e.g Forestry Commission Wales)*
Represented by:

(REGIONAL) PARTNERS:

2. *Company Title*
Represented by:
3. *Company Title*
Represented by:
4. *Company Title*
Represented by:

5. etc.

Introduction

In order to implement the '**Project Title**' (hereinafter referred to as 'the Project') approved by the '**Funding Programme or Funding Body (e.g. HLF or Interreg Ivc Programme)**' (hereinafter referred to as the 'Funding Body') on **dd/mm/yy** (Annex 1) within the framework of the '**Funding Programme or Funding Body Grant or Programme Title**' and according to the conditions as stated in the Offer of Grant dated **dd/mm/yy** all partners shall commit themselves to the following:

Article 1. Subject of the agreement

The subject of the agreement is the organisation of the partnership and the responsibilities of the partners involved in order to implement the Project .

This agreement defines the partnership, identifies the basic rights, duties and obligations of each member of the project partnership and sets the framework for a partnership-based working process.

The terms of reference of the Project are indicated in the annexes. The Annexes comprise:

- The Offer of Grant dated **dd/mm/yy**
- The Application and appendices of the Project with its time schedule and detailed budget in the finalised Application Form
- ***Any other contractually relevant information required by the Funding Body***

Each Annex is added to the agreement and is an integral part of it.

Article 2. Definition of partners

In this agreement the partners are:

▪ **The Lead Partner**

Hereinafter referred to as 'Lead Partner', the organisation responsible for the overall Project, to whom the Offer of Grant dated dd/mm/yy confirming the Funding Body's contribution is addressed. This organisation is the sole responsible party to the Funding Body.

▪ **The Project Partners**

Hereinafter referred to as 'Project Partners', the organisations responsible for the regional activities of the Project and the co-ordination of the activities together with the Lead Partner. They bear the responsibility for the implementation of the project according to the plan and budget as indicated in the approved application and appendices.

▪ **The Sub-contractors**

Hereinafter referred to as 'Sub – contractors' who are not part of the formal partnership as described in the project application and in the Offer of Grant dated **dd/mm/yy** but at the same time directly involved in the implementation of the project.

Article 3. Duration of the agreement

3.1 This agreement shall take effect on the date of signature. It shall remain in force until the Lead Partner has discharged in full his obligations to the Funding Body.

3.2 Should the date on which the Project actually start precede the date the Funding Body has taken into account for eligible expenses, the expenses incurred by the partners prior to that date shall be deemed non-eligible. ***(N.B. This critical issue of eligible expenses will vary between funding bodies or programmes and should be carefully addressed in any partnership agreement developed)***

3.3 Upon approval by the Funding Body of the final Project Report and Payment Claim, this agreement, with the exception of the requirement to retain and file documents for audit purposes (as defined by the Funding Body's terms and conditions), shall terminate on the date each of the Project Partners collects his quota of the last transfer for the settlement of the Funding Body's grant.

3.4 The period in which the Project must be concluded may be altered with the Funding Body's permission. Modifications of these periods approved by the Funding Body apply to each Project Partner.

3.5 Following the termination of the agreement, each Project Partner is obliged to comply with the requirement to retain and file documents for audit purposes (as defined by the Funding Body's terms and conditions of grant).

Article 4. Working language of 'Project Title' partnership

4.1 The working language of the Project partnership shall be English. All interpretation will be the sole responsibility of the individual Project Partners.

4.2 All reports to the Lead Partner have to be provided in English.

Article 5. Duties and Responsibilities of the partners

5.1 The Project Partners accept the Funding Body's Grant or Award and conditions as stated in the Offer of Grant dated **dd/mm/yy** and the obligations formulated in this partnership agreement.

5.2 The Project Partners must all contribute actively to implementing the Project in accordance with their commitments specified in the Grant Application and Offer of Grant dated **dd/mm/yy**.

5.3 The Lead Partner is the only responsible party to the Funding Body with regard to the due implementation of the project and fulfilment of obligations following the approval of the Grant.

5.4 The Lead Partner has to:

- Appoint a Project Manager/Project Leader who shall take on the operational and financial responsibility of co-ordinating and implementing the overall Project activities.
- Start the project according to the plan approved by the Funding Body and follow the approved plan within the time schedule.
- Ensure that all obligations stated in the Offer of Grant dated **dd/mm/yy** are fulfilled.
- Receive the grant monies due from the Funding Body and transfer the share of the grant or award to the other partners, according to the approved budget.
- Manage and verify appropriate spending of the Funding Body's grant.
- Carry out the Project's overall accounting and produce all the documents required for the final audit.
- Implement the information and publicity measures as decided by all partners and as required by the Offer of Grant dated **dd/mm/yy**.
- Prepare all periodic and final reports required by the Funding Body and applications for budgetary or other amendments in relation to the Project.
- Pass on all relevant information from the Funding Body to all the Project Partners and secure a well functioning model for communication within the entire Project.

- Ensure all relevant contact with other national or transnational projects dealing with similar issues are made in line with the Funding Body's requirements.

5.5 The Partners and the Lead Partner (in his function as a Project Partner) have to:

- Appoint a project leader to take on the responsibility of co-ordinating the Project Partner's participation in the Project.
- Contribute actively to the co-ordination of the Project together with the Lead Partner/Project Manager.
- Implement the portion of the Project for which they are responsible and fulfil the obligations arising from the Offer of Grant dated **dd/mm/yy** and the approved application.
- Secure commitment and participation of Sub-contractors and the pilot projects within the Project and their co-operation in the dissemination of the results from the Project.
- Ensure that activity, budgetary and financial reports are submitted to the Lead Partner when required.
- Notify the Lead Partner immediately of any event that could postpone or lead to a temporary or final discontinuation or any other deviation from the Project's activities.
- Ensure that all documents of relevance to the Project are kept in a safe place for the period specified by the Funding Body for any audit or control purposes.
- Accept the conditions as stated in the Offer of Grant dated **dd/mm/yy**.
- Be responsible for their regional budget up to the amount as to which the Project Partner participates in the project and ensure income and expenditure profiles match those agreed in the Project budget
- Keep separate accounts and provide the necessary data to produce reports of various kinds.
- Adhere to the work plan produced by the Project Steering Group (see below). Contribute actively to the preparation and production of all interim and final reports required by the Funding Body.
- Produce activity, budgetary and financial reports for submission to the Lead Partner as required.
- Play an active role in the evaluation and dissemination of the Project
- Be directly and exclusively responsible to the Lead Partner for the due implementation of their respective part of the Project and for the fulfilment of their responsibilities and obligations as set out in this Partnership Agreement, the Offer of Grant **dated dd/mm/yy**, the Grant Application and the attachments to this partnership agreement.
- Ensure that any control required by the Funding Body or any other competent body authorised by the Funding Body can be carried out without any obstruction and that all relevant documents will be presented.

Article 6. Management of the Project

6.1 The Project will be managed by the Project Steering Group hereinafter called the 'Steering Group consisting of one representative from each Project Partner and the Lead Partner

6.2 The Lead Partner will assume the chairmanship of the Steering Group and will be responsible for producing the minutes of all meetings held.

6.3 The Steering Group will be responsible for the supervision and overall management of the Project's activities. The Steering Group will observe and evaluate the progress made in relation to all activities within the Project at regular intervals and in line with the requirements of the Funding Body.

6.4 The Steering Group will ensure that the outputs of the Project are obtained according to project plans and the Offer of Grant dated **dd/mm/yy**.

6.5 Decisions will be agreed on by consensus – with the Lead Partner having the casting vote where a consensus cannot be reached.

6.6 For the avoidance of doubt, all actions and decisions made by the Steering Group will be subject to the overriding need to manage the Project in accordance with the requirements of the Funding Body and Offer of Grant dated **dd/mm/yy** and any decision inconsistent with such obligations, as determined by the Lead partner (in consultation with the Funding Body if necessary), will be invalid and shall not be binding upon or enforceable against the Project Partners .

Article 7. Project activity and progress reports

7.1 Each Project Partner commits to provide the Lead Partner with the information needed to draw up Activity Reports, Payment Claims and other specific documents as required by the Funding Body. In particular the Project Partner will provide hard copies of all documents and press-cuttings generated by the Project's promotion at regional level to the Lead Partner.

7.2 The Lead Partner can at any time require every Project Partner to provide additional information relevant to the project upon reasonable notice if necessary to draw up extra reports for the Funding Body or any other body authorised to request such information (e.g. external auditors).

7.3 The Lead partner shall on a regular basis provide all Project Partners with copies of activity and progress reports, payment claims and other specific reports sent to the Funding Body.

7.4 The Lead Partner shall on a regular basis (at least every 6 months) keep all Project Partners informed about all relevant communication between the Lead Partner and the Funding Body.

7.5 For PR reasons all Project Partners are obliged to provide the Lead Partner with hard copies of all documents and press cuttings generated by the Project activities at regional and local level.

Article 8. Financial management and accounting principles

8.1 The Lead Partner is the sole responsible partner to the Funding Body for the budgetary and financial management of the Project and the Lead Partner shall be responsible for the realisation and the transfer of payment claims and requests for modifications to the budget.

8.2 The partners shall fulfil the rules and obligations as stated in the Offer of Grant dated **dd/mm/yy**

8.3 The approved project budget determines the total sum of eligible expenditure as well as the breakdown into various items of expenditure.

8.4 Every Project Partner commits to keeping separate accounts in accordance with the rules provided by the Funding Body and in accordance with the rules concerning eligible expenditure.

8.5 The Lead Partner must ensure that the overall accounts of the Project can be distinguished from their other accounts.

8.6 The Lead Partner and Project Partners' accounts must provide for registration of total expenditure and income related to the Project.

8.7 Accounting reports or other documents of relevance shall be submitted to the Lead Partner in accordance with the conditions imposed by the Offer of Grant dated **dd/mm/yy** and in line with the requirements of the Lead Partner which may arise from time to time. When doing so the currency used must be specified.

8.8 The Project Partners are obliged to **(or should)** have their project accounting certified by an auditor before sending it to the Lead Partner to be included in the financial reports in connection with the periodic claims made to the Funding Body.

8.9 The Lead Partner is the sole responsible party to the Funding Body concerning the realisation of payment claims and financial reports.

8.10 The Project Partners must ensure the reliability of the accounting and financial reports provided. The Lead Partner can request further information and evidence if necessary.

8.11 In cases of default of evidence or non-fulfilment of the Funding Body's Programme rules relating to eligibility of expenses the Lead Partner must ask the Project Partner to revise the submitted financial documents. In cases where the Project Partner repeatedly fails to supply the required information then the Lead Partner is entitled to withhold payment to the Project Partner involved. If this is the case the Lead Partner will inform the Project Partner concerned of the reasons for withholding payments and inform the Funding Body of the action taken.

8.12 The overall financial, accounting and reporting policy of the Lead partner shall be based on the rules specified by the Funding Body. The Lead Partner shall use reasonable endeavours to obtain clarification and/or comfort in respect of such rules, regulations and interpretation where appropriate, in order to avoid differences of opinion with the Funding

Body which might lead to the Funding Body reducing, discontinuing or even re-claiming grant support from one or more of the Project Partners.

8.13 The overall financial, accounting and reporting policy for each Project Partner in the Project must comply with their respective national regulations.

Article 9. Verification

9.1 Every Project Partner is obliged to keep all documents required for the verification of the implementation of the Project and eligible expenses and is obliged to make all such documents available to the Funding Body or persons or bodies appointed by them to that effect.

9.2 All Project Partners, including the Lead Partner, are obliged to keep and file all documents related to the Project for the period specified by the Funding Body and as stated in the Offer of Grant dated **dd/mm/yy**.

9.3 The Project Partners shall refer to the budget approved by the Funding Body as well as to the detailed budget in order to determine the actual implementation of the eligible expenses.

Article 10. Confidentiality

10.1 The implementation of the Project is by nature public, but parts of the information exchanged during the implementation between the Project Partners themselves or with the Funding Body may be confidential or commercially sensitive.

10.2 Only documents and other elements explicitly provided with the statement "CONFIDENTIAL" shall be regarded as such.

Article 11. Results of Joint Activity

11.1 The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the joint property of the Project Partner.

11.2 Scientific developments remain the intellectual property of the issuing Project Partner and can be published without consent of the other Project Partners although the Project must be acknowledged in any such publication.

Article 12. Non-fulfilment of obligations or delay

12.1 Every Project Partner is obliged to inform the Lead Partner immediately and to provide the Lead Partner with all necessary details should there be situations that could in any way cause problems or delays in relation to the implementation of the Project.

12.2 Should one of the Project Partners be in default the Lead Partner shall admonish him to comply within a reasonable time period

12.3 In case of continued non-fulfilment, the Lead Partner may exclude the Project Partner concerned from the Project, after approval from the other Project Partners and the Funding Body.

12.4 The excluded Project Partner must refund to the Lead Partner and the Funding Body any funds received for which he cannot prove on the day of debarring that they were used for the implementation of the Project according to the definition of eligible expenses stated in the Funding Body rules and the Offer of Grant dated **dd/mm/yy**.

12.5 In cases where the non-fulfilment of a Project Partner's obligations has financial consequences for the overall funding of the Project the Lead Partner may demand compensation from the defaulting Project Partner to cover for the sum involved.

Article 13. Reductions or discontinuation of subsidy from the Funding Body.

13.1 In the event of the Funding Body being required to reduce or discontinue the grant referred to in the Offer of Grant dated **dd/mm/yy**, and should this entail full or partial refunding of funds already transferred from the Funding Body Programme, every Project Partner must refund (by way of the Lead Partner) to the Funding Body those funds already received in accordance with their agreed budget allocation as specified in the Offer of Grant dated **dd/mm/yy**.

13.2 In case one Project Partner cannot meet the spending according to the official budget and in case this is not compensated for by another Project Partner the burden of the under spend must be carried by the Project Partner who is under spending.

13.3 The final financial settlement, drawn up on the basis of the final expenditure certificate approved or denied by the Funding Body shall show, both for the overall Project as well as for each Project Partner, the status of the eligible expenses approved by the Funding Body, and the portion allocated to each Project Partner of the Funding Body's grant. This determines the amount each Project Partner must refund, and shall indemnify and hold harmless the Lead Partner for the full amount of such funds to be repaid by such Project Partner, should the Funding Body claim such funds from the Lead Partner.

Article 14. Co-operation with Sub-contractors

14.1 To the extent where Sub-contractors are involved in the work of the Project the Project Partners mentioned on the first page of this Partnership Agreement shall remain the sole responsible parties to the Lead Partner.

14.2 The Project Partners shall, as a matter of form, inform their Sub-contractors of this Partnership Agreement.

14.3 All Project Partners are advised to draw up a partnership agreement between themselves and their respective Sub-contractors which transfer the same obligations given herein to the said Sub-contractor.

14.4 No Project Partner shall have the right to transfer his rights and obligations under the terms of this protocol without the prior consent of the other Project Partners

Article 15. Information and PR

15.1 In accordance with Funding Body's requirements the Lead Partner and the Project Partners will draw up and implement a Publicity Plan related to the Project that ensures adequate promotion of the project.

15.2 The Funding Body shall be stated explicitly in all publications, in connection with all events or "end-products", articles etc. related to the Project.

Article 16. Disputes between the Project Partners

16.1 In case of disputes between the Project Partners of the Project every Project Partner must submit the dispute to the Steering Group in order to reach a settlement. The Lead Partner will inform all Project Partners about the matter, and can on his own initiative or on request from a Project Partner, ask the Funding Body for advice.

16.2 If a compromise is reached through the mediation of the Steering Committee then the chairman of the Steering Committee shall give a written summary of the mediation agreement. Each Project Partner shall give their acceptance of the mediation agreement in writing and indicate that they accept the mediation process as binding and that they will take no subsequent legal action on the matter previously in dispute.

16.3 If a compromise cannot be reached through the mediation of the Steering Committee then the Project Partners in dispute shall indicate in writing to the Steering Committee that a solution cannot be reached and that the matter should now be submitted to binding arbitration. Each of the disputing Project Partners shall restate their case in writing and the Chairman of the Steering Committee shall then write to:

Name & address of an independent arbitrator

The following rules shall apply to the arbitration process:

The arbitration will be held in **(specify location of appointed arbitrator)**.

The project agreement is governed by **(specify Country)** law.

The arbitration process is governed by the laws of **(specify Country)** and the arbitration procedures of the duly appointed arbitrator.

There shall be one arbitrator who will be qualified under the appropriate legislation and who should preferably be familiar with project management and consultancy issues.

The arbitrator should be selected by mutual agreement between the Project Partners in dispute but if that proves to be impossible then the chairman of the Steering Committee shall nominate a suitable arbitrator who shall be binding on all parties.

The language of the arbitration process will be English.

The outcome of the arbitration process is final and binding.

16.4 It is the desire of all the Project Partners to at all times promote and foster the spirit of co-operation and good will which exists between the Project Partners. Accordingly if at anytime during a mediation or arbitration process the Project Partners in dispute can arrive

at a mutually acceptable compromise then this is to be preferred and they shall inform the chairman of the Steering Committee accordingly in writing who shall implement the agreement and terminate the mediation or arbitration process. The compromise will be binding and may not be submitted to further mediation; arbitration or legal action.

Article 17. Force Majeure

17.1 No Project Partner shall be held liable for not complying with obligations ensuing from this agreement should it be caused by force majeure. If such a case appears, the Project Partner must announce it immediately in written form to the other Project Partners and the Lead Partner.

17.2 Force majeure is any event or circumstance which is independent of the will of the Project Partners in the Project and which complicates or hinders the implementation of this agreement.

Article 18. Legislation in force

- **(Specify Country)** being the law of the country where the Lead Partner is situated, governs this agreement.

Article 19. Legal succession

- In case of legal succession – where any Project Partner changes its legal form – Project Partners are obliged to transfer all rights and obligations under this contract to the legal successor.

Article 20. Amendment of this agreement

20.1 This agreement can only be amended by means of an annex to that effect signed by all the Project Partners involved

20.2 Modifications to the project – such as time schedule, budget etc. – that have been approved by the Funding Body can be carried out without amending the agreement after approval by the Steering Group.

Article 21. Nullity

21.1 Should one of the provisions of this agreement be declared null or void in the national law of one of the parties or the law governing this agreement, this shall not render the remaining provisions null and void.

21.2 The fact that one of the parties should not demand application of one of the provisions of the agreement does not imply that this party waives such provision.

Article 22 Domicile

22.1 To the effect of this agreement, the Project Partners shall irrevocably choose domicile at the address stated in their letterhead where any official notifications can be lawfully served.

22.2 Any change of domicile shall be forwarded to the Lead Partner within 15 days following the change of address by registered mail.

Drawn up at **(Specify Location & Country)** Date **dd/mm/yy**.

Signatures:

Lead Partner: **Specify Name, company & designation/job title**
Signature

Partner 2: **specify Name, company & designation/job title**

Signature

Partner 3: **etc.**