

GREATER LONDON AUTHORITY

AGREEMENT FOR THE PROVISION OF EMERGENCY RECOVERY

SUPPORT FUND relating to

[PROJECT NAME]

[GLA OPS ID NUMBER]

between

The Greater London Authority

-and-

[The Provider]

Summary cover sheet for publication

In compliance with the Local Government Transparency Code 2014

The Greater London Authority must publish details of all grants to voluntary, community and social enterprise organisations. **By signing the grant agreement overleaf, organisations are also accepting the publication of the information** set out below (by GLA officers) and confirming its accuracy:

The beneficiary is:	A voluntary and community sector organisation: <input type="checkbox"/> A social enterprise: <input type="checkbox"/> Other: Y If "Other" please provide more detail: Specialist Education Institution
The award of this grant was formally approved by:	MD [add DD number]
The grant is awarded on:	[enter here date of signature] DD/MM/YYYY
The grant covers the following time period:	from 01/04/2020 to DD/MM/YYYY
It is awarded by:	LEAP Delivery Team, Regeneration and Economic Development Unit, Development, Enterprise and Environment Directorate
to:	[Enter name of beneficiary]
Company or charity registration number:	Company number: Charity number: UKPRN or ESFA Unique Personal Identification Number::
The grant is for a total of:	[enter numbers as pounds – e.g. £x,xxx,xxx]
Purpose of the grant:	[Enter brief explanation – note that the summary cover sheet should fit within one A4 page]

IN ORDER FOR THE GLA TO COMPLY WITH THE 2014 LOCAL GOVERNMENT TRANSPARENCY CODE, THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE GOVERNANCE TEAM AS SOON AS IT IS SIGNED.

(Azadur Rahman azadur.rahman@london.gov.uk / Post Point 11 / Tel extension: 4818).

THIS AGREEMENT is made this day of

2020

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
- (2) **[add PROVIDER's NAME]** whose principal office is at **[add address]** ("the Recipient")

IT IS HEREBY AGREED THAT:

1. Background

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding. An approved version of the Recipient's proposal can be found in Schedule 5.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic development, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its project **[Project description]** by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are **[words]** pounds sterling **(£ [numbers])**
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 18.

2. The Project Objectives

- 2.1 The Recipient shall use the GLA Funding only to meet the Project Objectives and the Project Outputs in relation to the Project in accordance with this Agreement.

2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.

2.3 The Recipient shall:

- (a) promptly and efficiently deliver the Project Objectives, the Project Outputs and complete the Project fully in accordance with this Agreement; and
- (b) deliver the Milestones and the Project Outputs in accordance with the dates and delivery timescales set out in OPS Block 7 Milestones and Block 9 Outputs;
- (c) notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and/or
- (d) notify the Authority in writing immediately upon becoming aware that any Project Outputs are likely to exceed or are likely to be less than the relevant agreed number of Project Outputs set out in OPS or are unlikely to be achieved fully in accordance with this Agreement.

2A. Designated Capital Funding

2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that xxx hundred and xxx xxx thousand and xxx pounds sterling (£xxx,xxx) in the 2020-21 Financial Year will be used solely as a contribution to capital expenditure incurred in relation to the Project Objectives, such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, and on the basis that it will be recorded in the Recipient's accounts in this manner. A copy of the certification is attached at Schedule 9 to this Agreement.

2A.2 Funding provided by the Authority should be for capital costs or expenditure which can be capitalised including, but not limited to, construction costs. Any revenue elements of the project which cannot be capitalised must be funded by the Recipient.

3. Duration of Agreement and Funding Breakdown

- 3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until [END DATE – 3 years after completion inline with 4.4].
- 3.2 Insofar as any of the obligations of the Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 3.3 Without limitation the provisions of any of Clauses 4 to 17 and such other provisions of this Agreement as are necessary to give effect to such Clauses are expressly agreed by the parties to survive the termination or expiry of this Agreement.

4. Payment, Performance, Monitoring and Repayment Arrangements

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with the Funding and Milestones Schedule (Schedule 2) and this Clauses 4. For the avoidance of doubt the Recipient shall not be permitted to make claims for GLA Funding designated as capital funding at Clause 18.9 and certified in accordance with Clause 2A in respect of revenue expenditure.
- 4.2 Where Project Objectives are to be met on a Milestone basis the provisions of the Funding Schedule (Schedule 2) shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.
- 4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties and/or any other means of income/additional funding such as land receipts ("Additional Funding") providing written evidence of the same to the Authority with each Project Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments or seek repayment of the GLA Funding by an amount equivalent to that Additional Funding.
- 4.4 The Recipient shall undertake and report to the Authority on post-Project delivery monitoring and evaluation, evaluating the impacts and outcomes of the Project as follows:

- (a) first post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 6 months after the completion of the previous Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8, where notified by the GLA a similar submission through OPS); and
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.
- 4.7 The Authority will retain withhold up to 50 percent of the payment against a final project claim until the Recipient has completed and submitted the 6 month self evaluation template in Clause 4.4a, using the template in Schedule 8. The specific Milestone to which this clause will apply is to be agreed by both Parties prior to entry in to the Agreement and specified within the Milestone Funding Schedule in Schedule 2.

5. Ineligible Expenditure

- 5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:
 - a) activities or objectives not listed in Schedule 1 or 2;
 - b) recoverable input VAT incurred;
 - c) any liability arising out of the Recipient's negligence or breach of contract;
 - d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or

- e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.
- 5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.
- 5.3 Should at any point within the term of this Agreement, any eligible expenditure become ineligible expenditure, such as but not limited to where the status of the Recipient changes to allow VAT to be recovered or reduced, the Authority may in its sole discretion reduce any further payments under this Agreement or seek repayment of the GLA Funding by an amount equivalent to that received as repayment of VAT. Notwithstanding any other provision in this Agreement, this clause 5.3 shall survive termination of this Agreement.
- 5.4 In addition and without prejudice to the foregoing provisions no claims may be made for GLA Funding (and such claims will not be paid) in respect of any Expenditure incurred before 1st April 2020.

6. Financial Accountability

- 6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:
- a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Project Outputs and where such changes are agreed by the Authority the Recipient shall amend OPS accordingly as soon as reasonably practicable provided always that such changes shall only take effect from the date on which the Authority approves such changes in OPS (and if the Authority does not approve such changes in OPS the Recipient shall remain bound by the Project Objectives, Milestones and/or Project Outputs as they existing in OPS prior to the Recipient amending the same in OPS;
 - b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
 - c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;

- d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- f) notify the Authority immediately if the Recipient breaches any banking covenants;
- g) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- h) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones (or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer) and Additional Funding received. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 10 years after the date of the Project; The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 10 years after the end date of the Proposal(s) on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall provide all reasonable assistance to the Authority or its nominee in conducting such audit and inspection, including making available documents and staff for interview;
- i) make (complying always fully with the requirements of the Data Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations) all relevant data, information and documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by the Authority or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and

- ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring systems; and
- iii) cooperate fully with the Authority and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard;
- j) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs providing the Authority with copies of and access to the same upon request;
- k) notify the Authority of the results of inspections from Ofsted or FE commissioners reports; and
- l) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 During its useful life no Capital Asset should be sold charged loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which will not be unreasonably withheld which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to clauses 6.5 & 6.6 below;

6.3 The Recipient shall procure the maintenance of appropriate security and an insurance policy with an insurer of good repute for every Capital Asset which must cover loss or damage for the full replacement value of those Capital Assets and (for the avoidance of doubt) in the event of any loss of or damage to any Capital Asset the Authority shall not be obliged to pay for its replacement or repair.

6.4 The Recipient shall keep a register of all Capital Assets which shall be accessible to the Authority its agents and auditors upon request at all reasonable times. Where the GLA Funding is used for the purchase of a Capital Asset such item or items must be included on the register of Capital Assets and the register shall include (for each Capital Asset):

- a) the date of purchase;
- b) a description sufficient to identify it;

- c) the purchase price excluding recoverable VAT;
 - d) any third party interests or charges over the Capital Asset;
 - e) the location of the documentation showing the Recipient's title to the Capital Asset; and
 - f) date of disposal and sale proceeds (net of VAT).
- 6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

6.6 Unless otherwise agreed by the Authority all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.

7. Breach of Conditions, Retention, Suspension, Withholding and Recovery of GLA Funding

7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:

- a) in the Authority's opinion the Recipient: fails to deliver; or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- c) there is a substantial change to the Project or the Project Objectives and/or Milestones which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be

incorrect or incomplete to an extent which the Authority reasonably considers to be material;

- e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way, including, but not limited to remedial measures enforced following a poor Ofsted inspection or an FE Commissioner intervention;
- g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Outputs result in, or are in the reasonable opinion of the Authority likely to lead to, the Project and/or the meeting of the Project Objectives, Milestones and/or Outputs as approved not being completed;
- h) any of the events referred to in Clause 6.1 (d), (e) (f) or (g) occur;
- i) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
- j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place in undertaking activity pursuant to the Project including (without limitation) those comprised in the London Plan (<http://www.london.gov.uk/priorities/planning/london-plan>) ;
- k) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives and/or Milestones;
- l) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority; or

- m) so entitled pursuant to Clause 4.7 (provided always that the minimum [2] month notice period set out therein shall apply in such circumstance).
- 7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, and any other information or evidence required at the time by the Authority, if any of the circumstances in Clause 7.1 above arise.
- 7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
- 7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving 2 months' notice in writing to the Recipient.
- 7.5 In the event that the Authority exercises its right to terminate this Agreement under:
- a) Clause 7.1:
 - i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
 - ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and

- iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as the Authority deems appropriate;
- b) Clause 7.4:
 - i) the provisions of Clause 7.5(a)(i) to (iii) shall apply; and
 - ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and the Funding Schedule.

8. Procurement and State Aid

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- a) using a fair and transparent documented decision making process taking account of public sector accountability and probity;
 - b) in accordance with all relevant law including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code and in any event, in accordance with the Recipient's relevant contracting and/or procurement procedures and rules, which for the avoidance of doubt the Recipient hereby warrants are compliant with the aforementioned regulations and related best practice; and
 - c) in accordance with government best practice relating to procurement practices and procedures.
- 8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all applicable European Union rules on State Aid and shall ensure that all requirements for the application of the Block Exemptions or notification and approval by the European Commission under such rules are met.
- 8.3 Unless otherwise notified by the Authority when utilising the GLA Funding to fund Relevant Aid to a Relevant Enterprise under the Project (whether directly by the Recipient itself or by funding the Relevant Enterprise in question to do so) the Recipient shall ensure that such aid is provided as “de minimis aid” in accordance with the De Minimis Aid Exemption.

8.4 In order to prevent any single Relevant Enterprise receiving aid in excess of the De Minimis Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:

- a) obtain a completed De Minimis Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with any Relevant Aid or releasing any funding to it;
- b) only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that Relevant Enterprise from the Authority or any other public body or public source above the De Minimis Threshold;
- c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each and every case) of ten Financial Years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and
- d) permit the Authority its auditors and agents access to the De Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business, Energy & Industrial Strategy and the European Commission.

8.5 The Recipient shall notify the Authority when:

- a) the value of Relevant Aid provided under the Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point; and
- b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project

8.6 Following the Recipient notifying the Authority in accordance with Clause 8.5, the Authority may consider what measures need to be implemented to ensure that any further Relevant Aid received by the Relevant Enterprise complies with State Aid rules including (without limitation) directing the Recipient:

- a) not to provide the Relevant Enterprise with any further Relevant Aid; or
- b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.

- 8.7 If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.
- 8.8 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.
- 8.8 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed to concern the provision of incorrect and/or incomplete to a material extent for the purposes of Clause 7.1(d).

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, the London Economic Action Partnership (LEAP) and HM Government is financially supporting the Project which shall include (without limitation) it ensuring that a description of the Project is published on its website, containing: the title of the Project, the name of the Recipient (and its partners, if any), a short description of the purpose of the Project, the Project Objectives and completion date. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's, LEAP's and HM Government's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority, the London Economic Action Partnership (LEAP) and HM Government and each of their respective names, logos or branding including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.

9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free license to the Authority to use the same for the purposes related to and connected with policies, initiatives and campaigns related to or connected with the Authority's discharge of its statutory duties and powers.

10. Agency

10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.

10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority, to the performance, variation, release or discharge of any obligation or power; or to make any statement on behalf of the Authority (unless approved in writing in advance).

10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

11. Amendment

11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is agreed by the Authority in OPS pursuant to Clause 6.1(a) or made in writing and signed on behalf of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

12 Review, Monitoring, Consultation and Final Report

12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall not less than 7 days before the date of the relevant Review Meeting submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or

Outputs.

- 12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Outputs (“Review Meeting”) from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 12.3 The agenda for the Review Meeting (which shall be attended by the Recipient’s Representative) shall be informed by the Recipient’s claims for payment and Project Monitoring Forms and shall include but not be limited to:
- a) the progress and delivery of the Project and Project Objectives, Milestones and/or Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient’s ability to deliver the Project Objectives, Milestones and/or Outputs;
 - b) the amount of Additional Funding secured by the Recipient;
 - c) the Recipient’s proposals for publicising, branding and acknowledging the Authority’s funding of the Project;
 - d) any revisions that may be necessary to the Project Objectives, Milestones and/or Outputs for whatever reason; and
 - e) the expenditure incurred and grant funding drawdown against the project to date.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.
- 12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:
- (a) comply fully with the requirements set out at Schedule 7;
- 12.6 Following practical completion and/or commencement of use of the facilities in respect of which the GLA Funding is provided, the Recipient shall provide high resolution images which may be used by the Authority for publicity and other related purposes.

13. Compliance with Legislation and Policies

13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

- a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
- b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and all money laundering legislation and any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance); and
- c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.

13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:

- (a) acknowledges and agrees that the Authority's Small Projects and Equipment Fund programme will be a lever for job creation and economic growth, and potentially a way of tackling long-term worklessness and where job opportunities arise through the Project and supply chain, the Recipient shall promote the recruitment of appropriate apprentices and workless individuals into such opportunities, whom are, where possible, residents of the borough or neighboring boroughs;
- (b) shall work with the Authority to identify, enable and record all apprenticeship, job and training activity arising from the Project; and
- (c) shall work with the Department for Work and Pensions Work Programme, Job Centre Plus, National Apprenticeship Service and other relevant Skills and Employment organisations in meeting the requirements of this clause 13.3.

13.4 Without prejudice and in addition to clauses 13.1 and 13.2 the Recipient:

- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

- (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
- (i) eliminate unlawful discrimination and harassment;
 - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and
 - (iii) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation): age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),

and shall, in undertaking any activity concerning or related to the Project assist and cooperate with the Authority in respect of the Authority's compliance with its duties under Clause 13.4(b);

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same ;
- (d) (before the commencement of the Project):
- (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of the Project; and
 - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding

policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.

- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;
- (f) shall make reasonable efforts to utilise and adhere to the Authority's Sustainability Charter in place from time to time (a copy of the version in place as at the date of this Agreement being accessible at <https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>) in meeting BREEAM requirements ; and
- (g) shall if relevant to the Project be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and
- (h) shall ensure that its employees, contractors, servants, agents and/or sub contractors undertake the Project and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in

connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.

14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:

- a) public liability for a minimum amount of [five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
- b) such other insurance as may be required in order to fulfill the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.

14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

15. Data Protection, Freedom of Information, Confidentiality and Transparency

15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the Data Protection Act 2018 (and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

15.2 The Freedom of Information Act 2000 (“FOIA”) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.

15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.

15.4 The obligations under Clause 15.3 above shall not apply to:

- a) information which at the time of disclosure is in the public domain;
- b) information which is required to be disclosed by law;
- c) information which is disclosed with the consent of the disclosing party.

15.5 The Recipient acknowledges and agrees that the Authority:

- a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
- (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

16. Entire Agreement

16.1 This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.

17. Force Majeure

17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.

17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure Event. Each party shall bear their own costs arising as a consequence of the Force Majeure Event.

18. Definition of Terms

In this Agreement the following terms shall have the following meanings:

18.1 **“Additional Funding”** has the meaning prescribed to that term in clause 4.3 of this Agreement.

18.2 **“Agreement Information”** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;

18.3 **“Authority’s Representative”** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.

18.4 **“Block Exemptions”** means the Commission Regulation 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty of the Functioning of the European Union.

18.5 **“De Minimis Aid Exemption”** means the De Minimis block exemption (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union).

18.6 **“De Minimis Disclosure Form”** means the form attached at Schedule 6 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.

18.7 **“De Minimis Threshold”** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.

18.8 **“Capital Asset”** means any item of equipment or other asset (whether real property or otherwise) which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and the value of which has been enhanced as a consequence, wholly or partly of the provision of the GLA Funding and/or is purchased, wholly or partly out of the GLA Funding.

- 18.9 **“Expenditure Incurred”** means expenditure incurred by the Recipient on the Project in respect of which the Recipient has received relevant goods, services or works, or in respect of which it has entered into contractual obligations, for which payment has been made and which shall not include expenditure on any matters set out in Clauses 5.
- 18.10 **“Financial Year”** means the annual period which commences on 01 April and ends on 31 March in each year.
- 18.11 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.
- 18.12 **“Funding Schedule”** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement.
- 18.13 **“GLA Contracts and Funding Code”** means the Authority’s Contracts and Funding Code from time to time in place the version as at the date of this Agreement being located at:
https://www.london.gov.uk/sites/default/files/contracts_funding_code_-_dec_18_update.pdf
- 18.14 **“GLA Funding”** means a sum of up to [words] pounds sterling (£[numbers]) to be paid to the Recipient by the Authority to be applied to the Proposal(s) in accordance with the terms and conditions of this Agreement and as set out in OPS.
- 18.15 **“Insolvent”** means:
- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;

- (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- where the Recipient is a body corporate (or if more than one body corporate than any one of them):
 - (a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to make such a proposal;
 - (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to present such a petition;
 - (b) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of its property (or part of it) is appointed;
 - (c) a resolution for its voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
 - (d) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;
 - (e) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
 - (f) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or

(g) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

- 18.16 **“Intellectual Property Rights”** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights
- 18.17 **“Milestones”** means the stages in the Recipient's fulfillment of the Project Objectives as agreed by the parties and set out in the Milestones Block in OPS.
- 18.18 **“OPS”** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.
- 18.19 **“Project”** means the *[insert project title]*.
- 18.20 **“Project Monitoring Forms”** means the forms to be completed and submitted to the Authority by the Recipient under Clause 4 and which shall take the form of the template set out at Schedule 7 and the project risk register.
- 18.21 **“Project Objectives”** means the objectives to be met by the Recipient described in Project Information Block of OPS with respect to each Proposal and accepted by the Authority on OPS.
- 18.22 **“Project Outputs”** means the outputs to be met by the Recipient described in Outputs Block of OPS for each Project and accepted by the Authority on OPS.
- 18.23 **“State Aid”** means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise.
- 18.24 **“Sustainability Charter”** means the Authority's policies and guidance on sustainability as comprised in the Sustainability Charter (the version as at the date of this Agreement being located at: <https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>),
- 18.25 **“Recipient's Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.

- 18.26 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs or the enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 18.27 **“Relevant Aid Trigger Point”** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.
- 18.28 **“Relevant Enterprise”** means an entrepreneur sole trader partnership firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children young people and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 18.29 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from <https://www.london.gov.uk/priorities/business-economy/vision-and-strategy/focus-areas/responsible-procurement/responsible-procurement-policy>.
- 18.30 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 18.31 **“Statement of GLA Funding Expenditure”** means, where applicable, the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of Expenditure incurred on the Project and in respect of which claims for GLA Funding have been made [in the previous Financial Year], which shall be accompanied by copy invoices clearly showing Expenditure Incurred on the Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient’s finance management system and certified as true and accurate records of such expenditure by the Recipient’s Chief Financial Officer in the form set out in Schedule 9 as amended by the Authority from time to time.

18.32 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.

18.33 **“Transparency Commitment”** means the Authority’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA’s Contracts and Funding Code.

18.34 **“Unit Rates”** means, where applicable, the values associated with each specific Project Output as set out at Schedule in Schedule 1 and/or 2 any annexure thereto.

19. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

IN WITNESS OF THE ABOVE the parties have executed this Funding Agreement as a deed on the date written at the head of this document.

The Corporate Seal of the)
GREATER LONDON AUTHORITY)
Hereto affixed is authenticated by:)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

The Corporate Seal of the)
[PROVIDER NAME])
Hereto affixed is authenticated by:)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

Schedule 1

Project Objectives (written explanation)

To be extracted from GLA-OPS by GLA officers

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Annex to Schedule 1

Outputs and outcomes

To be extracted from GLA-OPS by GLA officers

DRAFT

Schedule 2

Funding Schedules

Part A

Milestone Related GLA Funding

1. In addition and without prejudice to its other reporting obligations, on achievement of the Milestones and in any event no less than once per quarter, the Recipient shall submit a claim form in the form set out at part b of Schedule 7 or such other form as the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its designated chief financial officer or director to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
 - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and other information as the Authority may reasonably require (in the form of the forms set out at part a of Schedule 7 or such other form as the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS); and
 - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of a valid invoices which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
3. If the report referred to in Clause 6.1(h) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the relevant proportion set out in this Milestone Funding Schedule of total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(h) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

Schedule 2
Milestone Funding Schedule

To be extracted from GLA OPS by GLA officers

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Schedule 3

The Authority's Logos

SUPPORTED BY
MAYOR OF LONDON

SUPPORTED BY
MAYOR OF LONDON

**LEAP**

The Local Enterprise
Partnership for London



 **HM Government**

Schedule 4

Repayment schedule

Not used

DRAFT

Schedule 5

Proposal

To be extracted from GLA-OPS by GLA officers

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Schedule 6

De Minimis Disclosure Form

DE MINIMIS DECLARATION

The GLA is considering giving you de minimis aid under Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 (“the Regulation”)¹ up to a maximum of the GLA Funding (applicable Euro/Sterling exchange rate [enter details of applicable rate]) in relation to the Project

Under the Regulation, the GLA is required to check whether you will have received more than €200,000 (€100,000 if you are an entity operating in the road freight transport sector) of de minimis aid within the Member State in question (i.e. the UK) in this fiscal year (based on your accounting year e.g. by reference to your accounting reference date) and in the previous 2 fiscal years when combined with the proposed Project de minimis aid. **Please note if you are part of a group of companies your declaration needs to relate to funds received by all entities within that group for these purposes (see definition of “single undertaking” under Article 2 of the Regulation for further information).**

Please note you do not need to include funding that you may have received under a scheme or individual award which has been notified to and approved by the European Commission or under the State aid General Block Exemption Regulation unless such funding has been/is intended to be used by you in relation to the same costs as the proposed Project de minimis funding. If you have (in this fiscal year or the 2 fiscal years prior to that) received any de minimis aid or public funding in respect of costs to which you are intending to apply the de minimis aid proposed to be provided to you under the Project (as detailed above), you must inform the Grantor (through the contact provided below) of details of such sums by completing the tables set out below. If you have received no such funding please insert “None” in the Amount column in the relevant table(s). **Please also provide details of any de minimis aid not yet received but which you already have a legal right to receive during the remainder of this fiscal year.**

Accordingly please complete and return this documents having signed and dated it and (where applicable) having completed the tables below. Please then return the document to [NAME OF CONTRACT] at [ADDRESS]. If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the Grantor will be unable to provide you with a de minimis grant in relation to the Project.

Provider of de minimis aid	Purpose and Name of specific entity	Amount	Date
----------------------------	-------------------------------------	--------	------

¹ http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf

	receiving de minimis aid		

Amount of other public funding applied/ to be applied towards same costs as the required de minimis aid	Provider of other funding	Date (if already granted)

I confirm the above details are correct as at the date below.

Name	Position	Signature	Date

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Schedule 7

Performance reporting and Quarterly claim forms

The Recipient shall unless otherwise agreed in advance by the Authority in writing submit updates on performance to the Authority in the forms set out at :

- Part a of this Schedule 7 on a monthly basis; and
- Part b of this Schedule 7 on a Quarterly basis.

Without prejudice and in addition to the foregoing the Recipient shall also provide the GLA with:

- such information as is requested and in such form as notified by the GLA at regular intervals as set by GLA Officers; and
- notice of, access and invitations to Project sites, Project meetings and board meetings of the Recipient (as an observer at board meetings of the Recipient) and all documentation relating to such Project meetings including (without limitation) agendas for the same at least five working days in advance.

7a. Monthly monitoring form (performance reporting)

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College:		Project:	
----------	--	----------	--

1. Delivery progress G

Please provide an update on progress made in the last month highlighting the achievement of any key milestones, delivery of outputs / outcomes and any communications activities undertaken

2. Current top five items to report

1	
2	
3	

3. Project risks & issues R

Top 5 risks

Risk description (cause, 'risk event', potential impacts)	Mitigation / Risk response	Probability (1 to 4)	Impact (1 to 4)	RAG	Project owner (name)
1				G	
2				R	
3				R	

Top 5 current issues

Issue description	Potential impact	RAG	Action plan	Project owner (name)
1		G		
2		R		
3		R		

4. Milestones

#	Chronological milestones: what are the key actions and steps to be undertaken to deliver the project from inception to completion	Planned date	Revised date	Complete?
1		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
2		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
3		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
4		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
5		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
6		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
7		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
8		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
9		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N
10		dd/ mmi/ yyyy	dd/ mmi/ yyyy	N

5. Outputs

The project has been commissioned to deliver: Lifetime number of GLA KPI

What is the definition? How is it calculated?:

Delivered in previous years	Q1	Q2	Q3	Q4	2015-16 total	Future years
Target profile as at Apr 15					0	
If required, revised profile as at XX 15						
Delivered to date					0	

6. Finance

	Previous years	Q1 2015-16	Q2 2015-16	Q3 2015-16	Q4 2015-16	2015-16 total	Future years
REVENUE	Budget profile					0	
	Revised profile					0	
	Actual spend					0	
CAPITAL	Previous years	Q1 2015-16	Q2 2015-16	Q3 2015-16	Q4 2015-16	2015-16 total	Future years
	Budget profile					0	
	Revised profile					0	
	Actual spend					0	

7. Communications

List out the details of any upcoming events (i.e. markets, festivals, openings, launches, etc) and list out the details of any communications materials (press releases, articles, leaflets, website screen shots, photographs) you are attaching. Please be sure to attach the relevant material when you submit this form to your GLA project manager

Date	Upcoming News Items	Description

7b. Quarterly Claim Form

GREATER LONDON AUTHORITY

Schedule 7 Section B

Cover Sheet

<i>For project use</i>	<i>College:</i>
	<i>Project name:</i>
	<i>Project Manager:</i>
	<i>Start Date:</i>
	<i>Completion:</i>

<i>For internal use</i>	<i>GLA Lead:</i>
	<i>Date submitted to GLA Programme Manager:</i>

Contents	Guidance
Section I	<p>Please submit an electronic copy of this claim form signed by your Finance Officer or Director, and follow up with an hard copy.</p> <p>Electronic copies should be returned to: your project manager and programme manager. Hard copies should be returned to: your project manager, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA</p> <p>Please attach evidence of expenditure (see section II for guidance on acceptable evidence).</p>
Section II	<p>Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure, e.g. third party invoices, purchase orders and/ or contract documents and transactions listings from your finance management system and certified as true and accurate records of such expenditure and or committed expenditure by your financial officer).</p>
Section III	<p>A declaration that you have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which the particular claim refers. Please note, although we will not be asking delivery partners to evidence their match funding expenditure, a signed quarterly claim from your financial officer will act as a declaration that monies have been spent as agreed in the Funding Agreement. Should there be any slippage, an explanation would need to be provided. This declaration must be signed by both the project manager and the financial officer.</p>
Section IV	<p>A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim deadlines, you will be required to wait until the following quarter to submit your claim.</p>

GREATER **LONDON** AUTHORITY

Section I: Quarterly Claim Form

[Guidance](#)

College	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in college	
Email address	
Correspondence address	
Postcode	
Telephone Number	
Mobile Number	

Section II: Milestones and Grant Claim

Guidance on completing table:

- A. Each Claim should have a unique ID. It should be in the order it is listed in on the claim form. Mark the claim form with the unique ID given below.
- B. Projects should match with the projects set out in Schedule 2 of the funding agreement.
- C. Workstream should match the projects set out in schedule 2 of the funding agreement.
- D. Milestones should match with the milestones set out in Schedule 2 of the funding agreement
- E. Only submit evidence relevant to this particular claim. Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transaction listings from your finance management system showing actual expenditure.
- F. Please list the supplier name and invoice numbers as applicable
- G. Budget should match the budget set out in Schedule 2 of the funding agreement.
- H. Cumulative spend from all funding partners to date on this project against this milestone (i.e to include all previous claims against this milestone if relevant)
- I. Total amount claiming for this item in this claim.

A: Unique ID	B: Project	C: Workstream	D: Milestone	E: Evidence	F: Supplier name and invoice number	G: Budget (£)	H: Cumulative spend to date (£)	I: Claim from the GLA for this claim period (£)
						Capital	Capital	Capital
eg, 1.01, 1.02, 2.01								
TOTAL						0.00	0.00	0.00
AUTO FORMULA TO ENSURE PROPORTIONATE SPEND						Formula to show percentage of grant funding rate		0.00

Section III: Declaration and undertaking

[Guidance](#)

We declare that:

- We have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this claim refers.
- The information on this form is correct to the best of our knowledge and belief and I/ we accept full responsibility for it;
- We undertake that we will keep accounts, invoices and receipts for 5 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers;
- We have taken delivery of and/ or incurred expenditure on the project objectives for which we are claiming grant and our claim covers only the amounts spent on the items described in this form. Our claim is for the net costs of the items, excluding recoverable VAT.
- We undertake that we will notify the GLA immediately in writing or by email of any changes to the details provided in this form.
- We confirm that this claim is for the following amount and relates to the following claim period:

Capital		
---------	--	--

- We confirm that the following **match funding** has been spent on the project this quarter as set out in the schedule 4 of the funding agreement:

Delivery Partner	Forecast (£)	Actual (£)	Variance	Comments
Public funding			0.00	
Private funding			0.00	

- We confirm that the following is an accurate reflection of the **GLA** funding drawdown to date including this claim:

GLA Funds	Project Lifetime Budget	17/ 18 Budget	FY 17/ 18 YTD	17/ 18 Remaining Budget	Future Years Budget
Capital				0.00	

- We confirm that the following is an accurate reflection of the **match funding** drawdown to date including that declared in this claim:

Match Funds	Project Lifetime Budget	17/ 18 Budget	FY 17/ 18 YTD	17/ 18 Remaining Budget	Future Years Budget
Capital				0.00	

- We confirm that the following is an accurate reflection of the overall project accounts, including both **match and GLA funds**:

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	17/ 18 Budget	FY 17/ 18 YTD	17/ 18 Remaining Budget	Future Years Budget
Capital	0.00	0.00	0.00	0.00	0.00

This declaration must be signed by the project manager and the Director of Finance or Financial Officer.

Signature	Name in BLOCK letters	Position	Date
		(Project Manager)	
		(Finance Director/ Officer)	

GREATER **LONDON** AUTHORITY

Performance Reporting Schedule



Financial period	Deadline for quarter (n) submissions by delivery partners
Quarter 1 20XX/ XX	
Quarter 2 20XX/ XX	
Quarter 3 20XX/ XX	
Quarter 4 20XX/ XX	
Quarter 4 accrual* 20XX/ XX	

* Additional Quarter 4 claim to cover expenditure that could not be evidenced in the claim submitted on 15 March 201X.

Schedule 8

SELF-EVALUATION TEMPLATE

GLA OPS ID:
Project Name:
Delivery organisation:
Borough:
GLA Project Lead:

Project type: Equipment only/Refurbishment/Equipment and Refurbishment (*please delete as applicable*)
Delivery/works start date:
Delivery/works completion date:

1.0 Executive summary

Briefly summarise the project, its headline achievements and expected longer-term impact (<300 words)

Insert text

2.0 Mayoral and LEAP priorities

Please provide rationale as to how this project has contributed towards delivering Mayoral priorities (as listed in pages 23-30 of the Skills for Londoners Round 2 [prospectus](#)) and [LEAP](#) priorities.

Insert text

3.0 Project financial performance

	Budget as set in the Grant Agreement's Schedule 9 (£)	Actual spend as described in the final claim (£)	Variance	
			£	%
Total GLA funding				
Public non-GLA contribution				
Private non-GLA contribution				
Total project cost				

Please explain any variance identified above. If the project went over budget, explain why the contingency measures were insufficient.

Insert text

4.0 Project outputs and outcomes

Please include all outputs and outcomes in the annex to Schedule 1 of your most recent Grant Agreement/Deed of Variation. Any additional outputs delivered through the project should also be included.

Output/outcome	Target	Actual	Variance	
			Number	%

<i>Example – Learners supported</i>	200	250	50	25%

Insert additional rows as necessary

Please explain any variance identified above. How was any over-delivery achieved? How will any under-delivery be rectified?

Insert text

5.0 Project objectives and impact

Please include all objectives in Schedule 1 of your most recent Grant Agreement/Deed of Variation.

Any additional objectives/impact delivered through the project should also be included.

Objective	Achieved Y/N/ Partly	How was the objective achieved?	What impact has the achievement had, and how did you measure the impact?	If the objective has not yet been achieved, why is this and when will it be achieved?
<i>Example – Improve the quality of learning environments in x department</i>	Yes	<i>Installation of equipment and refurbishment of learning spaces to provide an up to date and workplace-like environment</i>	<i>Students obtaining higher grades (x exam results) Higher levels of student satisfaction (survey of x students May 2019)</i>	N/A

Insert additional rows as necessary

6.0 Strategic impact

Please describe the strategic impact of the project in addition to the impacts identified above by adding a few bullet points for each relevant area in the table below.

Impact type	Examples	Description of strategic impact
Strategic leadership and influence	<ul style="list-style-type: none"> - Communicating the needs of the beneficiaries and/or location of this intervention - Innovative approaches/best practice - Influencing partners to contribute to similar projects - New or more effective partnerships formed as a result of the intervention 	

Leverage	<ul style="list-style-type: none"> - Has investment (financial and in kind) been secured from a range of sources? 	
Synergy	<ul style="list-style-type: none"> - Existing interventions or partnerships more joined up - Part of a co-ordinated approach to addressing issues in these areas - Strategic partnerships working across administrative and sectoral boundaries 	
Engagement	<ul style="list-style-type: none"> - Engagement with businesses, retail, culture, leisure, the arts, the community and public sector organisations - Political engagement and support 	

7.0 Value for Money
Has the project provided good value for money, and if so how?
 Insert text

8.0 Lessons learned

Issue	How did you overcome the issue?	Lesson learned

Insert additional rows as necessary

9.0 Future opportunities
What opportunities do you see for future projects to build on the success of this project and/or to replicate its success elsewhere? Have you identified any new areas of need for future projects to respond to?

Insert text

10.0 GLA application and monitoring processes

Were there any forms that required further explanation, if so how could they be improved? Would further support or advice have been beneficial to complete any documents?

Insert text

11.0 Outstanding actions

Please list any outstanding actions, state when they will be completed and who is responsible for them.

Insert text

12.0 Using and Sharing the Results from the Evaluation (if appropriate)

Please indicate if you or a representative of the project would be willing to participate in future events, including (but not limited to) presentations on the application process and/or delivering the project and/or acting as mentor to applicants.

Insert text

13.0 Case Study Template

The Recipient is required to provide the Authority with two case studies at the stage of project practical completion:

1. A case study to publish on the GLA and LEP websites
2. A case study to include in print material and share with potential future applicants of LEAP funded programmes

The Authority will share two templates at the completion of Milestone 'Evaluation (post-completion)' for the Recipient to populate and return within four weeks.

GLA Review (to be completed by GLA team)

GLA Project Lead Comments

Please offer specific examples from the report to support your comments, and where relevant state how the report could be improved.

1. Compliance

Have all relevant parts of the report been completed?

Insert text

2. Accuracy of the evidence base

Is the data and information presented factually correct, and its source identified?

Insert text

3. Lessons learned/future opportunities

Have any new lessons/future opportunities relevant to future rounds of SPEF/other skills capital funds been identified? What action(s) are needed to realise them?

Insert text

GLA Manager Approval

Name:

Signature:

Date:

DRAFT

Schedule 9

To be extracted from GLA-OPS by GLA officers

I hereby certify that:

1. the organisation named above is eligible to provide capital contribution
2. the capital contribution provided does not contain any funds which have been provided by the GLA group

Signed: _____

Name: _____

Date: _____

Schedule 10

Certificate of Output Delivery

Not used.

DRAFT

Schedule 11

Output Definitions and Evidence Requirements

Not used.

DRAFT