

3. You must ensure that the requirements set out in this letter, and in any clarification or guidance issued from time to time by the GLA, are complied with. In particular You shall:

- a) agree in writing in advance with the Authority any changes to any of the Objectives;
- b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;
- c) notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;
- d) notify the GLA immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity means includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in this letter and appendices to it;
- e) notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- f) notify the GLA immediately if You are Insolvent (as defined at clause 17 below), or have no reasonable prospect of avoiding Insolvency in the future;
- g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence and Additional Funding (as defined at clause 13 below) received, and You shall deliver to the GLA a report setting out a detailed analysis of how the Funding has been spent, with such report to be approved by the Authority within 30 days of its receipt. All evidence of expenditure incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of this letter;
- h) make all relevant documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by GLA or anyone acting on their behalf and by the Audit Commission, and
 - ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems.

4. You must ensure that, where appropriate, publicity is given to the fact that the GLA is financially supporting you in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the GLA.

5. You must ensure that the GLA's logos (as set out in Appendix 2) are used in any marketing activities undertaken in respect of the Project, including all fliers and posters. You should also incorporate the GLA's logos into the credits of each film that

is produced as part of the Project. You must also ensure that you use such other logos specified by the GLA in marketing the Project and incorporate the same into the credits of each film that is produced as part of the Project.

6. In acknowledging the GLA's grant of the Funding, you must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA logos and/or any logos of any third party partner or sponsor of the GLA and ensure that any use of the GLA logo or any third party partner or sponsor of the GLA is approved by the GLA in writing in advance of its use.

7. You must not do anything (in the opinion of the GLA) that may place the GLA, its third party partners and/or sponsors in disrepute or harm the GLA's reputation and/or that of third party partner or sponsor of the GLA.

8. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands, proceedings, damages, charges and expenses are due to Your negligence or default in carrying out the obligations as set out in this letter and appendices to it.

9. The GLA may at its sole discretion terminate this Agreement at any time whether for breach or convenience by giving two weeks' written notice and in the event of such termination the GLA shall not be obligated to make any further payments of the Funding.

10. You must ensure that You maintain in force policies of insurance with an insurance company of long-standing and good repute in respect of public liability and such other insurance as may be required in order to comply with its obligations set out in this letter and appendices to it.

11. You must ensure that your organisation, all sub-grantees, suppliers, sub-contractors and anyone else acting on Your behalf, complies with all laws for the time being in force in England and Wales including, for example (without limitation) the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance).

12. For the avoidance of doubt both the GLA and You acknowledge and agree that Your Project costs exceed the Funding and that the GLA shall not provide any additional funding and shall not be liable for any sums in excess of the Funding provided under this agreement.

13. You shall use Your best endeavours to secure satisfactory funding from other sources to meet your Project costs ("Additional Funding") and keep a record of your activities to raise such additional funding. Records of all additional funding You secure, expenditure You incur, and purposes to which additional funding is put shall, if requested, be provided to the GLA

14. The GLA may at its absolute discretion reduce, suspend or withhold the GLA Funding, or require all or part of the GLA Funding to be repaid if:

- a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA to be unsatisfactory;
- b) there is a substantial change to the Project or the Objectives which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this letter of agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;
- c) 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 GLA reasonably considers to be material;
- d) You fail to comply with any of the terms and conditions set out in this letter of agreement;
- e) Your composition, ownership or control changes, or the You become Insolvent or are dissolved in any way;
- f) any other circumstances significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the GLA likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;
- g) any of the events referred to in Clause 3 (d), (e) or (f) occur;
- h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the GLA reasonably concludes the Funding is at risk of being misapplied; and/or
- i) there are any other reasons why in the reasonable opinion of the GLA the Project is being carried out in such a way as to conflict with the objectives of the GLA or bring the GLA into disrepute.

15. You shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in clause 14 above arise.

16. If the GLA becomes entitled to exercise its rights under Clause 14 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 GLA's rights under Clause 14, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the GLA 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.

17. "Insolvent" means:

- a) where You are an individual (or if more than one individual than any one of them):

- i) the subject of a bankruptcy petition;
 - ii) 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;
 - iii) 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
- b) where You are a body corporate (or if more than one body corporate than any one of them):
- i) 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 Your Directors resolve to make such a proposal;
 - ii) 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 Your Directors resolve to present such a petition;
 - iii) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of Your property (or part of it) is appointed;
 - iv) a resolution for its voluntary winding up is passed under Part IV of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of Your creditors is called for the purpose of considering that You 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);
 - v) 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 You be wound up;
 - vi) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
 - vii) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
 - viii) Your dissolution or removal from the Register of Companies or Your ceasing to exist (whether or not capable of reinstatement or reconstruction).

18. For the purposes of Clause 19:

- a) **“Agreement Information”** means (i) this letter of Agreement in its entirety (including from time to time agreed changes to the letter of Agreement) and (ii)

data extracted from the claims made under this letter of Agreement which shall consist of your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount; and

b) **“Transparency Commitment”** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the GLA is committed to publishing its agreements, contracts, tender documents and data from invoices and claims received.

19. You acknowledge and agree that the GLA:

a) is subject to the Transparency Commitment and accordingly, and hereby give your consent for the GLA to publish the Agreement Information to the general public; and

b) the GLA 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 GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The GLA may in its absolute discretion consult with you regarding any redactions to the Agreement Information to be published pursuant to this Clause 19. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

Please acknowledge acceptance of the terms and conditions of this letter by signing and returning the enclosed duplicate.

Yours sincerely

[Name] [DRAFTING NOTE - PLEASE ENSURE THAT ONLY OFFICIERS WITH APPROPRIATE AUTHORITY SIGN THIS LETTER OF AGREEMENT ON BEHALF OF THE GLA – PLEASE SEE SECTION 7 AND ANNEX 2 OF THE GLA MAYORAL SCHEME OF DELEGATION]

[Position]

[Directorate]

For and on behalf of the Greater London Authority

Signed on behalf of [Name of Organisation] to accept the terms and conditions of this letter in relation to the GLA providing the Funding.

Signature:

Print Name:

Position:

Date:

APPENDIX 1

The Objectives and Breakdown

Background

[insert details]

The proposal

[insert details]

Expenditure Breakdown

[insert details]

Timetable

[insert details]

APPENDIX 2

The Authority's Logos

MAYOR OF LONDON

Summary 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 above, organisations are also accepting the publication of the information** set out below (by GLA officers) and confirming its accuracy:

The beneficiary is:	<i>A voluntary and community sector organisation:</i> <input type="checkbox"/> <i>A social enterprise:</i> <input type="checkbox"/> <i>Other:</i> <input type="checkbox"/> <i>If "Other" please provide more detail</i>	
The award of this grant was formally approved by:	<i>MD/DD/ADD/DAR</i>	<i>number</i>
The grant is awarded on:	Click here to enter date of signature	
The grant covers the following time period:	<i>from DAY/MONTH/YEAR to DAY/MONTH/YEAR</i>	
It is awarded by:	<i>Relevant GLA team and directorate</i>	
to:	<i>Name of beneficiary</i>	
Company or charity registration number:	<i>Company number: _____</i> <i>Charity number: _____</i>	
The grant is for a total of:	<i>pounds</i>	
Purpose of the grant:	<i>Brief explanation</i>	

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.

(Diane Arter diane.arter@london.gov.uk / Post Point 17A / Tel extension: 4642).