

GREATER**LONDON**AUTHORITY

FUNDING AGREEMENT FOR THE UK SHARED PROSPERITY FUND

BETWEEN

THE GREATER LONDON AUTHORITY

and

[GRANT RECIPIENT NAME] **[GLA to populate]**

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This Funding Agreement is made on [insert date of signature] DO NOT DATE – GLA TO COMPLETE

Between:

- (1) **THE GREATER LONDON AUTHORITY**, whose principal address is at City Hall, Kamal Churchie Way, London, E16 1ZE (the “**Lead Authority**”)
- (2) **[GRANT RECIPIENT]** whose [registered/principal] address is at **[GRANT RECIPIENT ADDRESS]** (the “Grant Recipient”). **GLA to populate**

BACKGROUND

- A. His Majesty’s Government (the UK government) is providing London with £144,444,970 of funding through the UK Shared Prosperity Fund (UKSPF) to improve pride in place and increase life chances across the UK, investing in communities and place, supporting local business, and people and skills.
- B. The UK Shared Prosperity Fund invests in projects that cover one or more of the investment priorities of community and place and supporting local businesses and people and skills. In Great Britain, the fund is managed in partnership with local authorities who act as Lead Authority for their area. In London, this is the Greater London Authority (GLA).
- C. Funds provided under the UK Shared Prosperity Fund are provided pursuant to section 50 of The United Kingdom Internal Market Act 2020.
- D. The Secretary of State administers the UK Shared Prosperity Fund for the UK government.
- E. The Lead Authority invited Application Forms in an open call, as detailed in the London Investment Plan approved by UK government, appraised those Application Forms and wishes to award the Grant Recipient a UKSPF grant.
- F. 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, social development and wealth creation in Greater London, the Lead Authority will provide funds to the Grant Recipient for the selected project on the following Conditions.

The conditions collectively (the **Conditions**) are as follows:

1. INTRODUCTION

- 1.1. In consideration of the Parties’ respective obligations contained in this Funding Agreement the Lead Authority offers the Grant and the Grant Recipient accepts the Grant up to the Maximum Sum on the Conditions of this Funding Agreement.
- 1.2. This Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Lead Authority up to the Maximum Sum.

- 1.3. The Lead Authority and the Grant Recipient have agreed that the Lead Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Funding Agreement.
- 1.4. The Lead Authority provides the Grant to the Grant Recipient on the basis of the Grant Recipient's Application Form.
- 1.5. The Parties confirm that it is their intention to be legally contractually bound by this Funding Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

Annex means the annexes attached to these Conditions which form part of the Funding Agreement;

Application Form means the application submitted in response to the open call;

Asset means any assets that are to be purchased or developed using Funding including equipment or any other assets which may be a Fixed Asset which has a purchase value of £1,500.00 (one thousand and five hundred pounds) or more as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means a three-year period from the date on which the Asset was purchased;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Change of Control means the sale of all or substantially all the assets of the Grant Recipient; any merger, consolidation or acquisition of the Grant Recipient with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Grant Recipient in one or more related transaction;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which this Funding Agreement comes into effect, being the **GLA to populate**;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:

- (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Lead Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Confirmation of Authorised Signatories Form means that form at Annex 5 of the Funding Agreement;

Contracting Authority means any contracting authority (other than the Lead Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the Data Protection Legislation;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on a Crown Body's behalf;

Data Protection Legislation means (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data including, but not limited to, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation;

Delivery Partner means a third party that (in collaboration with the Grant Recipient) shall deliver the Project, achieve outputs, outcomes and milestones and carry out the Project Activities in accordance with paragraph 3 and which third party is not intended by either party to be providing services or works under a contract for services or works;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal and **Dispose** and **Disposed** shall be construed accordingly;

Domestic Law means an applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Lead Authority;

EIR means the Environmental Information Regulations 2004 (SI No 2004/3391) together with any guidance and/or codes of practice issued by the 'Information Commissioner' (as referred to therein) or relevant Crown Body in relation to the EIR;

Eligibility Rules means the rules governing eligibility of expenditure and outputs and outcomes for payment of UK Shared Prosperity Fund Grants and Funding contained in the Technical Documents;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Project Activities which comply in all respects with the rules set out in paragraph 5 of these Conditions;

Evaluation Guidance means the UK government's Monitoring and Evaluation Guidance which can be found at <https://www.gov.uk/guidance/uk-shared-prosperity-fund-monitoring-and-evaluation-4>, as may be updated or replaced from time to time;

Event of Default means an event or circumstance set out in paragraph 27.1;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities which has a value as at the date of this Funding Agreement of at least one thousand and five hundred pounds (£1,500.00) or more;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

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 Funding 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.

Funded Activities means the Project Activities included in the Project;

Funding means the funding payable by the Lead Authority to the Grant Recipient for the Eligible Expenditure incurred, outputs, outcomes and milestones achieved by the

Grant Recipient in performing the Project Activities in respect of the Grant Recipient's Project;

Funding Agreement means these Conditions together with its annexes and schedules;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on the date included in Annex 1 – Part B;

Grant means the sum or sums the Lead Authority will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 27;

Grant Claims means the payment claim form submitted by the Grant Recipient to the Lead Authority for payment of the Grant;

Grant Manager means the individual who has been nominated by the Lead Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

Grant Payment(s) means the payment against outputs, outcomes milestones to the Grant Recipient;

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

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

IP Completion Day has the meaning given to it in the European Union (Withdrawal) Act 2018;

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

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Lead Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Funding Agreement by the Lead Authority to the Grant Recipient;

London Investment Plan means the plan submitted to UK government setting out the use of the UKSPF and how it will be delivered;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities, whether identified in Annex 2 or not, made by the Grant Recipient to meet the balance of costs not supported by the Grant or Funding or by a Third Party to the Grant Recipient to meet the balance of the costs not supported by the Grant or Funding;

Maximum Sum means the total maximum amount of Grant the Lead Authority will provide to the Grant Recipient for the Project Activities and Project as stated in Annex 2 and subject to paragraph 27;

Milestone Payment(s) means those payment(s) set out in Annex 3;

Outputs and Outcomes mean the indicators to measure the progress and performance of the Project and which are used in the calculation of the Grant Payment(s);

Party means the Lead Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any Representative of the Lead Authority any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to the Funding Agreement; or

- (c) defrauding or attempting to defraud or conspiring to defraud the Lead Authority or the Secretary of State or the Crown;

Project means a project described in the Application Form;

Project Activity/Activities means the activities set out in the Application Form in respect of the Project to be delivered by the Grant Recipient and Funded by the Lead Authority in part or in full utilising the Grant and Project Activity shall be construed accordingly;

Prospectus means the UK Shared Prosperity Fund: prospectus published at: <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus>;

Publication means any announcement, comment or publication of any publicity material by the Lead Authority or by the Secretary of State concerning the Funded Activities;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Lead Authority following an Event of Default pursuant to the process set out in paragraph 27.4;

Representatives means any of the Parties' or the Secretary of State's duly authorised directors, employees, officers, agents, professional advisors and consultants as the context permits;

Special Payments means *ex gratia* expenditure paid by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but are not limited to, out-of-court settlements or compensation;

Subsidy means a financial benefit which is subject to the Subsidy Control Rules;

Subsidy Control means the Subsidy Control Act 2022, and any amendments, updates and replacements as published from time to time;

Technical Documents means the guidance published on the GLA's [website](#), or shared by the GLA from time to time;

Third Party means any person or organisation other than the Lead Authority or the Grant Recipient;

UK Shared Prosperity Fund means the UK government fund as described in the UK government's Prospectus;

VAT means value added tax chargeable in the UK;

Working Day means in England, any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In these Conditions, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;

- (ii) reference to a gender includes the other gender and the neuter;
- (iii) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (iv) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (v) any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“EEA”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;
- (vi) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (vii) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (viii) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Funding Agreement;
- (ix) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (x) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- (1) the Conditions set out within this Funding Agreement;
- (2) the Annexes in order;

- (3) the Technical Documents in the order that they appear in the definition at paragraph 2.1.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on the Commencement Date and ends on the date included in Annex 1 – Part B, unless terminated earlier in accordance with the Funding Agreement.
- 3.2. The Grant Recipient will ensure that the Project starts on the Commencement Date but where this is not possible, that the Project starts no later than 3 months after the Commencement Date.
- 3.3. The Grant Recipient shall use the Grant solely to provide Funding for the delivery of the Project Activities. The Grant Recipient shall not make any changes to the Project Activities without the prior written agreement of the Lead Authority.
- 3.4. If the Grant Recipient wishes to request any changes to the Project Activities, it shall set out the proposed changes in writing and if requested by the Grant Manager complete a project change request form.
- 3.5. If the Grant Recipient wishes to make a change to the Project Activities (including for example reducing the Grant or removing some of the Project Activities from the Grant), it may do so on 14 days' written notice to the Lead Authority.

4. PAYMENT OF GRANT AND GRANT CLAIM PROCEDURE

- 4.1. Subject to the remainder of this paragraph 4, the Lead Authority shall pay the Grant Recipient an amount not exceeding the Maximum Sum. The Lead Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Grant Recipient must complete and sign the Authorised Signatories Form (Annex 5) as part of their acceptance of the Funding Agreement. No Grant Claim payment will be made in advance of receipt of a correctly completed and signed Authorised Signatories Form.
- 4.3. The signatory to the Authorised Signatories Form must be the chief finance officer, treasurer or an officer with relevant delegated authority. Any change of authorised signatory must be notified as soon as possible using the Authorised Signatories Form and signed by the chief finance officer, treasurer or an officer with relevant delegated authority.
- 4.4. The Grant represents the Maximum Sum the Lead Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Project Activities.
- 4.5. For NEET PROGRAMMES ONLY the Lead Authority will pay the Grant Recipient 10% of the total grant value up upon the completion of a signed Funding Agreement, and within 30 days of receiving and accepting an invoice from the Grant Recipient.
[TO BE DELETED AS APPROPRIATE]

- 4.6. The Lead Authority will pay the Grant Recipient in arrears on achievements of outputs, outcomes and milestones by the Grant Recipient as detailed in the Grant Claim submissions, in accordance with Annex 3.
- 4.7. The Lead Authority will only pay the Grant Recipient the Grant Payment(s) upon satisfactory submission of a Grant Claim, and progress against delivery of Project Activities in the Application Form.
- 4.8. The Lead Authority reserves the right to reduce payments or withhold payments where there are concerns over delivery of Project Activities in the Application Form. The Lead Authority also reserves the right to withhold payments until receipt of a Remedial Action Plan demonstrating revised delivery of the Project Activities in the Application Form.
- 4.9. The Lead Authority will pay the Grant Recipient the final Grant Payment upon submission of the final Grant Claim and when all agreed Project Activities have been completed.
- 4.10. Where the use of Match Funding is included, this must be reported to the Lead Authority in quarterly claim submissions.
- 4.11. Quarterly claim submissions must be signed by a senior officer. The Grant Recipient must keep detailed evidence of the outputs and outcomes as per the GLA guidance, and provide this upon request by the Lead Authority.
- 4.12. The Grant Recipient agrees that it will not apply for or obtain Duplicate Funding in respect of any part of the Project Activities which have been paid for in full using the Grant; and the Lead Authority or Secretary of State may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Project Activities.
- 4.13. The Lead Authority will not make Grant Payments unless or until, the Lead Authority is satisfied that the Grant was used only for Eligible Activities.
- 4.14. The Grant Recipient will submit Grant Claims in accordance with the Schedule of Payments included in Annex 3.
- 4.15. By the XX of the month following the project end date, or the working day before if this falls on a bank holiday or weekend, but no later than the XX April 2025 for projects that end 31 March 2025, the Grant Recipient shall submit a final Grant Claim for the last Grant Payment, together with any other documentation as prescribed by the Lead Authority, from time to time.
- 4.16. Unless otherwise stated in these Conditions, the Grant Payments will be made within 30 days of the Lead Authority accepting the Grant Claim invoice submitted by the Grant Recipient in respect of the relevant Grant Payment in accordance with Annex 3.
- 4.17. The Secretary of State and the Lead Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of any Grant Payments, howsoever arising.

- 4.18. The Lead Authority reserves the right not to pay any Grant Claims which are not submitted by the dates set out in Annex 3 or Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.19. The Grant Recipient shall promptly notify and repay immediately to the Lead Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under this Funding Agreement. Any sum, which falls due under this paragraph 4.19 shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.20. The Lead Authority reserves the right not to pay any Grant Claims where the Secretary of State withholds or reduces UK Shared Prosperity Funding under its Memorandum of Understanding with the Lead Authority and it is fair and equitable for a proportionate reduction to be made from the Grant.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Lead Authority will only pay the Grant Claims in respect of Eligible outputs, outcomes and milestones achieved by the Grant Recipient in delivering the Project Activities (as set out in the Application Form).

Match Funding

- 5.2. The Grant Recipient must report any Match Funding to the Lead Authority in quarterly claim submissions, if applicable.
- 5.3. The Match Funding shall be compliant with the provisions of the Eligibility Rules.

Amount of Grant Payable

- 5.4. The amount of Grant payable to the Grant Recipient for the Project shall be the sum included in Annex 3.

Eligible Expenditure

- 5.5. The following costs or payments will be classified as Eligible Expenditure if incurred for the purposes of the Project Activities and within the Funding Period:
- 5.5.1. fees charged or to be charged to the Grant Recipient by external auditors/accountants for reporting/certifying that the Funding paid was applied for its intended purposes;
 - 5.5.2. giving evidence to Parliamentary Select Committees;
 - 5.5.3. attending meetings with government ministers or civil servants to discuss the progress of this taxpayer funded grant scheme; and
 - 5.5.4. responding to public consultations, where the topic is relevant to the objectives of the Project Activities or the UK Shared Prosperity Fund. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in this Funding Agreement).

5.6. The Eligible Expenditure may not in any circumstance include any of the following non-exhaustive list. The list below does not override activities which are deemed eligible in these Conditions:

- 5.6.1. paid for lobbying, which means using the Grant or Funding to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
- 5.6.2. using the Grant or Funding to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Project;
- 5.6.3. using the Grant or Funding to petition for additional funding;
- 5.6.4. expenses, such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- 5.6.5. input VAT reclaimable from HMRC;
- 5.6.6. payments for activities of a political or exclusively religious nature; or
- 5.6.7. payments for publicity, including brochures, pamphlets, flyers or other material promoting or otherwise publicising the Project and Project Activities that do not comply with paragraph 25 of this Funding Agreement;

5.7. Other examples of expenditure, which are prohibited, include the following:

- 5.7.1. interest payments or service charge payments for finance leases;
- 5.7.2. gifts;
- 5.7.3. statutory fines, criminal fines or penalties, civil penalties, damages or any legal costs associated with any criminal or civil court proceedings or any regulatory investigation;
- 5.7.4. payments for works or activities which the Grant Recipient or any member of the Grant Recipient's Partnership has a statutory duty to undertake, or that are fully funded by other sources;
- 5.7.5. bad debts to related parties;
- 5.7.6. payments for unfair dismissal or other compensation;
- 5.7.7. depreciation, amortisation or impairment of assets;
- 5.7.8. liabilities incurred before the Commencement Date unless agreed in writing by the Lead Authority.

6. GRANT REVIEW

6.1. The Lead Authority and the Secretary of State will review the Grant during the delivery of the Project Activities and at the conclusion of a Project. The Lead Authority and the Secretary of State will take into account the Grant Recipient's delivery of the Project

Activities against the agreed outputs and outcomes set out for the Project in Annex 2 in accordance with paragraph 7 of these Conditions.

- 6.2. Each review may result in the Lead Authority deciding that (an example and non-exhaustive list):
 - 6.2.1. the Project Activities and the Funding Agreement should continue in line with existing plans;
 - 6.2.2. there should be an increase or decrease in the Maximum Sum;
 - 6.2.3. the outputs and outcomes should be re-defined and agreed;
 - 6.2.4. the Grant Recipient should provide the Lead Authority with a Remedial Action Plan setting out the steps the Grant Recipient will take to improve delivery of the Project Activities;
 - 6.2.5. the Grant be terminated in accordance with paragraph 27.11 of these Conditions.
- 6.3. If the Grant Recipient is required to submit a Remedial Action Plan in accordance with paragraph 6.2.4, the Remedial Action Plan process set out in paragraph 27.4 to 27.10 shall apply.
- 6.4. The Grant Recipient may make representations to the Lead Authority regarding the Lead Authority's decision made in accordance with paragraphs 6.1 and 6.2. The Lead Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Lead Authority's absolute discretion.

7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Project Activities throughout the Funding Period to ensure that the aims and objectives of the UK Shared Prosperity Fund and the Project Activities are achieved and the Technical Documents are complied with.
- 7.2. The Grant Recipient shall provide the Lead Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Lead Authority and/or Secretary of State may require, from time to time, so the Lead Authority and/or Secretary of State may establish if the Grant Recipient has used the Grant or Funding in accordance with the Funding Agreement.
- 7.3. The Grant Recipient and the Lead Authority shall meet to review the progress of the Project from time to time on a regular basis, at such times and locations as the Lead Authority reasonably determines. Wherever possible, the Grant Recipient shall ensure that the Project manager and other relevant Project staff attend such meetings and the Lead Authority shall ensure that the Grant Manager attends such meetings.
- 7.4. The Grant Recipient shall provide the Lead Authority with quarterly submissions signed by a senior officer detailing the following:
 - 7.4.1. the progress made towards achieving the agreed activities and outputs for the Project set out in Annex 2 of these Conditions;

- 7.4.2. quantifying what has been achieved by reference to the Project and the Project Activities' targets for the Project;
- 7.4.3. if relevant, details of any Assets either acquired or improved using the Grant and the Funding.
- 7.5. The Grant Recipient will permit any person authorised by the Lead Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under this Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.6. The Grant Recipient will also permit any person authorised by the Secretary of State reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its Project's Project Activities and, if so required, to provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.7. The Grant Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, if applicable.
- 7.8. The Grant Recipient will notify the Lead Authority as soon as reasonably practicable of:
 - 7.8.1. any actual or potential failure to comply with any of its obligations under the Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.8.2. .
 - 7.8.3. any actual or potential failure by the Grant Recipient to comply with any of its obligations under the Grant Recipient Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.8.4. .
- 7.9. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its monitoring report):
 - 7.9.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.9.2. that it has diligently made full and proper enquiry of the matters pertaining to the reports and information given; and
 - 7.9.3. that any data it provides pursuant to an application for the Grant or for the Funding or during the course of the Funding Period or related auditing or assurance may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. PROJECT AUDITING AND ASSURANCE

Auditing and Assurance

- 8.1. The Grant Recipient shall before or at the time of the Grant Claim payment provide the Lead Authority with assurance that the Grant and Funding have been used for delivery of the Project Activities.
- 8.2. The Lead Authority and/or the Secretary of State may, at any time during and up to 6 (six) years after the end of the Funding Period, conduct additional audits or ascertain additional information where the Lead Authority and/or the Secretary of State considers it necessary.
- 8.3. The Grant Recipient agrees to grant the Lead Authority and the Secretary of State or their Representatives access, as required, to all Project Activity sites and relevant records.
- 8.4. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors. In the event the Lead Authority and/or the Secretary of State requires further information, explanations and documents, in order for the Lead Authority and/or the Secretary of State to establish that the Grant has been used properly in accordance with the Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Lead Authority and/or the Secretary of State, provide the Lead Authority and/or the Secretary of State, free of charge, with the requested information.
- 8.5. The Grant Recipient shall:
 - 8.5.1. ensure that it maintains a record of internal financial controls and procedures and provide the Lead Authority and/or the Secretary of State with a copy if requested;
 - 8.5.2. ensure that it retains all documentation (including but not limited to, correspondence) relating to the income generated by the Project Activities during the Funding Period for a period of 6 (six) years from the date on which the Funding Period ends;
 - 8.5.3. ensure that all its sub-contractors retain each record, item of data and document relating to the Project Activities for a period of 6 (six) years from the date on which the Funding Period ends;
 - 8.5.4. promptly provide revised forecasts of income and outputs and outcomes at the request of the Lead Authority and/or the Secretary of State; and
 - 8.5.5. comply with any other audit and assurance requirements as set out in the Technical Documents.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.

- 9.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant or the Funding. The Grant Recipient shall require that its respective internal/external auditors report on the adequacy or otherwise of those systems.
- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Project Activities must be notified to the Lead Authority as soon as they are identified. The Grant Recipient shall explain to the Lead Authority what steps are being taken to investigate the irregularity and shall keep the Lead Authority informed about the progress of any such investigation. The Lead Authority may however request that the matter be referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Lead Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
- 9.6. For the purposes of paragraph 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant or Funding for any purpose other than those stipulated in the Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Lead Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Funding Agreement and shall ensure that neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Project or Project Activities.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Lead Authority as confidential and shall not disclose any Confidential Information belonging to the Lead Authority to any other person without the prior written consent of the Lead Authority, except to such persons who are directly involved in the provision of the Project Activities and who need to know the information.

- 11.2. The Grant Recipient gives its consent for the Lead Authority and the Secretary of State to publish the Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Secretary of State, the Lead Authority or the Grant Recipient redacted), including from time to time agreed changes to the Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Lead Authority and/or the Secretary of State disclosing any Confidential Information obtained from the Grant Recipient:
- 11.3.1. for the purpose of the examination and certification of the Secretary of State's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Secretary of State has used its resources; or
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Lead Authority and/or the Secretary of State, provided that in disclosing information under the Lead Authority and/or the Secretary of State only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; and
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Funding Agreement in the course of its normal activities or business, to the extent that this does not result in a disclosure of the other Party's or Secretary of State's Confidential Information or an infringement of the other Party's or Secretary of State's Intellectual Property Rights.

12. TRANSPARENCY

The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Funding Agreement is not confidential.

13. STATUTORY DUTIES

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the Lead Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Lead Authority and/or the Secretary of State to comply with their information disclosure obligations under the Information Acts.
- 13.3. On request from the Lead Authority and/or the Secretary of State, the Grant Recipient will provide the Lead Authority and/or the Secretary of State with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Lead Authority and/or the Secretary of State may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Lead Authority and the Secretary of State, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Funding Agreement without consulting the Grant Recipient.

- 13.5. The Lead Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Funding Agreement, the Lead Authority and/or the Secretary of State will be responsible for determining in their absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 13.6. Where applicable, the Grant Recipient will provide reasonable assistance and cooperation to enable the Lead Authority and/or the Secretary of State to comply with their obligations as set out in the Equality Act 2010.

14. PUBLIC PROCUREMENT AND DATA PROTECTION

Public Procurement

- 14.1. The Grant Recipient will ensure that it and any of its Representatives involved in the Project Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant, including adopting the minimum procedures set out in the Secretary of State's guidance published at: <https://www.gov.uk/guidance/uk-shared-prosperity-fund-procurement-8>.
- 14.2. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations, the Grant Recipient shall comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Project Activities and the Lead Authority shall not be liable for the Grant Recipient's failure to comply with their obligations under the Procurement Regulations.

Data Protection

- 14.3. The Grant Recipient and the Lead Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.4. The Grant Recipient warrants and represents that it shall send any personal data by a secure transfer to the Lead Authority.
- 14.5. The Lead Authority will comply with their own Privacy Policy published at: <https://www.london.gov.uk/who-we-are/governance-and-spending/privacy-policies/gla-privacy-policy>
- 14.6. The Grant Recipient can withdraw consent in writing, and this will terminate the Funding Agreement as set out in paragraph 27.18.

15. SUBSIDY CONTROL

- 15.1. The Grant Recipient will ensure that delivery of the Funded Activities does not breach the UK's international obligations in respect of Subsidies.
- 15.2. The Grant Recipient will maintain appropriate records of compliance with the Subsidy Control Rules and will take all reasonable steps to assist the Lead Authority and/or the Secretary of State to comply with the same and respond to any proceedings or

investigation(s) into the Project Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.

- 15.3. The Grant Recipient acknowledges and represents that the Grant is being awarded on the basis that the Project Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.
- 15.4. The Grant Recipient acknowledges it has undertaken its own independent assessment of the compatibility of the Project with Subsidy Control Rules and confirms to the Lead Authority and the Secretary of State that the Project is structured so that it is compliant with Subsidy Control Rules.
- 15.5. The Grant Recipient acknowledges a finding of non-compliance with Subsidy Control Rules in respect of a Project by an authority, court or tribunal of competent jurisdiction may lead to the Grant Recipient being ordered or otherwise required to repay funding received with interest.
- 15.6. The Grant Recipient acknowledges and accepts that the Grant is awarded on the Grant Recipient's assessment of its Project and the Project Activities compliance with Subsidy Control Rules.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Lead Authority and the Secretary of State a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Project Activities and other projects.
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Project Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure it has obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences for the Third Party software that it uses.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Grant Recipient shall perform the Project Activities ensuring that they conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Project Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

- 17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Project Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Secretary of State shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

- 18.1. The Grant Recipient must keep a register of all Assets acquired or improved at a cost exceeding £1,500.00 (one thousand and five hundred pounds) wholly or partly using the Grant or the Funding.
- 18.2. Assets purchased by the Grant Recipient with Funding must only be used for delivery of the Project Activities.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
- 18.3.1. owner of the Asset;
 - 18.3.2. date of acquisition or improvement of the Asset;
 - 18.3.3. description of the Asset;
 - 18.3.4. cost of the Asset, net of recoverable VAT;
 - 18.3.5. location of the Asset;
 - 18.3.6. serial or identification numbers of the Asset;
 - 18.3.7. date of any Disposal of the Asset;
 - 18.3.8. depreciation/amortisation policy applied to the Asset;
 - 18.3.9. proceeds of any Disposal of the Asset, net of VAT; and
 - 18.3.10. the identity of any person to whom the Asset has been transferred or sold.
- 18.4. The Lead Authority reserves the right to require the Grant Recipient to maintain the above particulars as set out in paragraph 18.3 for any additional items which the Lead Authority and/or the Secretary of State considers material to the overall Grant.

Disposal of Asset

- 18.5. Where the Grant Recipient uses any of the Grant or Funding to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 18.6. The Grant Recipient must ensure that during the Asset Owning Period any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Funding are not Disposed of without the prior written consent of the Lead Authority. If the Lead Authority grants consent to the

Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Lead Authority, including repayment of part or all of the Funding by the Grant Recipient to the Lead Authority.

- 18.7. If the Grant Recipient allows the owner of an Asset to Dispose of any Asset without the prior written consent of the Lead Authority, or the owner Disposes of any Asset without the prior written consent of the Lead Authority, the Grant Recipient must ensure that the owner uses all reasonable endeavours to achieve the market price for the Asset and pays to the Grant Recipient a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Funding, provided that the Lead Authority may at its discretion allow the Project to allow the owner to keep all or a part of the relevant proceeds where:
- 18.7.1. the sale of the Assets takes place after the end of the Asset Owning Period;
 - 18.7.2. the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
 - 18.7.3. the Lead Authority and/or the Secretary of State is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Project Activities.
- 18.8. The Grant Recipient shall hold the proceeds from the Disposal of any Asset received by it on trust for the Lead Authority.

Charging of any Asset

- 18.9. The Grant Recipient shall not allow and shall ensure that the owner of any Asset does not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Lead Authority.

19. INSURANCE

- 19.1. The Grant Recipient will ensure it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims in respect of the Assets, under the Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Project, Project Activities or the Funding Agreement.
- 19.2. The Grant Recipient will upon request produce to the Lead Authority and/or Secretary of State its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. ASSIGNMENT

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Funding Agreement or any rights under it, to another organisation or individual, without the Lead Authority's prior approval.
- 20.2. Any approval given by the Lead Authority will be subject to a condition that the Grant Recipient has first entered into a Funding Agreement, authorised by the Lead Authority, requiring the Grant Recipient to work with another organisation in delivering the Project Activities.

21. FORCE MAJEURE

- 21.1. Either Party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.
- 21.2. Neither Party shall be in breach of this Funding Agreement by reason of any Force Majeure Event. Each Party shall bear their own costs arising as a consequence of the Force Majeure Event.

22. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 22.1. The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

23. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 23.1. The Grant Recipient must obtain prior written consent from the Lead Authority before:
 - 23.1.1. writing off any debts or liabilities;
 - 23.1.2. offering to make any Special Payments; and
 - 23.1.3. giving any gifts,in connection with this Funding Agreement.
- 23.2. The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant, the Funding or any Project Activities.

24. BORROWING

- 24.1. In accordance with paragraph 18.9 and this paragraph 24, the Grant Recipient must obtain prior written consent from the Lead Authority before:
 - 24.1.1. borrowing or lending money from any source in connection with the Funding Agreement; and
 - 24.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Funding Agreement, or have any impact on the Lead Authority's or the Grant Recipient's ability to deliver the Project Activities.

25. PUBLICITY

- 25.1. The Grant Recipient gives consent to the Lead Authority and Secretary of State to publicise in the press or any other medium the Grant, the Funding and details of the Project Activities using any information gathered from the Grant Recipient's Application Form for funding from the UK Shared Prosperity Fund or any monitoring reports and or project evaluation reports submitted to the Lead Authority in accordance with paragraph 6 and 7 of this Funding Agreement.
- 25.2. The Grant Recipient will comply with all reasonable requests from the Lead Authority and/or the Secretary of State to facilitate visits, provide reports, statistics, photographs

and case studies that will assist the Secretary of State in its promotional activities relating to the Project Activities.

- 25.3. The Lead Authority consents to the Grant Recipient carrying out any reasonable publicity about the Grant, the Funding, the Project and the Project Activities as required, from time to time. Such publicity shall comply with the branding and publicity requirements published at: <https://www.gov.uk/guidance/uk-shared-prosperity-fund-branding-and-publicity-6>, the Prospectus published at: <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus> and, the Lead Authority's guidelines for the use of the Supported by Mayor of London logo in the form set out in Annex 4.
- 25.4. Any publicity material for the Project Activities must refer to the UK Shared Prosperity Fund under which the Grant and Funding was awarded and must feature the UK government, the Levelling Up and the Supported by Mayor of London logos in the form set out in Annex 4.
- 25.5. The Grant Recipient must seek approval from the Lead Authority prior to any advertisements being published.
- 25.6. If a Third Party wishes to use the UK government, Levelling Up or Supported by the Mayor of London logos, in connection with a Project or the Project Activities, the Grant Recipient must first seek permission from the Lead Authority.
- 25.7. The Grant Recipient will acknowledge the support of the Lead Authority and Secretary of State in any materials that refer to the Project or Project Activities and in any written or spoken public presentations about the Project or Project Activities. Such acknowledgements (where appropriate or as requested by the Lead Authority or Secretary of State) will include the UK government, the Levelling Up and the Supported by the Mayor of London logos, using the templates provided by the Lead Authority from time to time.
- 25.8. In using the UK government, the Levelling Up and the Supported by the Mayor of London logos, the Grant Recipient will comply with all reasonable branding guidelines issued by the Secretary of State, the UK government or the Lead Authority from time to time.
- 25.9. The Grant Recipient agrees that the Lead Authority can advertise the Project on their behalf, and in doing so agrees to the sharing of details about the Project Activity, Project outputs and outcomes.

26. CHANGES TO THE SECRETARY OF STATE'S REQUIREMENTS

- 26.1. The Lead Authority will notify the Grant Recipient of any changes to the Lead Authority's or the Secretary of State's requirements, which are supported by the Grant.
- 26.2. The Grant Recipient will accommodate any changes to the Lead Authority and/or Secretary of State's needs and requirements under these Conditions.

27. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 27.1. The Lead Authority may exercise its rights set out in paragraph 27.3 if any of the following events occur:
- 27.1.1. the Grant Recipient uses the Grant for a purpose other than the Project Activities;
 - 27.1.2. the Grant Recipient fails to comply with its obligations under the Funding Agreement, including in respect of publicity, which is material in the opinion of the Lead Authority;
 - 27.1.3. where delivery of the Project Activities do not start within 3 (three) months of the Commencement Date and the Grant Recipient fails to provide the Lead Authority with a satisfactory explanation for the delay, or fails to agree a new date on which the Project Activities shall start with the Lead Authority;
 - 27.1.4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 27.1.5. the Grant Recipient fails, in the Lead Authority's opinion, to make satisfactory progress with the Project Activities and in particular, with meeting the agreed outputs and outcomes for a Project set out in Annex 2 of these Conditions;
 - 27.1.6. the Grant Recipient fails to:
 - (i) submit an adequate Remedial Action Plan to the Lead Authority following a request by the Lead Authority pursuant to paragraph 27.3.4 or paragraph 6.2.4; or
 - (ii) improve delivery of the Project Activities in accordance with the Remedial Action Plan approved by the Lead Authority;
 - 27.1.7. the Grant Recipient is, in the opinion of the Lead Authority, delivering the Project Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
 - 27.1.8. the Grant Recipient fails to declare Duplicate Funding received by it;
 - 27.1.9. the Grant Recipient fails to declare any Match Funding received by it in accordance with paragraph 4.10;
 - 27.1.10. the Grant Recipient receives funding from a Third Party which, in the opinion of the Lead Authority, undertakes activities that are likely to bring the reputation of the UK Shared Prosperity Fund, the Project, the Project Activities or the Secretary of State into disrepute;
 - 27.1.11. the Grant Recipient provides the Lead Authority and/or the Secretary of State with any materially misleading or inaccurate information and/or any of the information provided by the Grant Recipient in in the Application Form for Grant or Funding or in any subsequent supporting correspondence or report

is found to be incorrect or incomplete to an extent which the Lead Authority considers to be significant;

27.1.12. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Lead Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;

27.1.13. the Lead Authority determines (acting reasonably) that the Grant Recipient or the Grant Recipient's Representatives, has:

- (i) acted dishonestly or negligently at any time during the term of the Funding Agreement and to the detriment of the Lead Authority; or
- (ii) taken any actions which unfairly bring or are likely to unfairly bring the Lead Authority and/or the Secretary of State's name or reputation and/or the Lead Authority and/or the Secretary of State into disrepute. Actions include omissions in this context;
- (iii) transferred, assigned or novated the Grant or Funding to any Third Party without the Lead Authority's consent;
- (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;

27.1.14. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

27.1.15. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

27.1.16. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant or Funding paid to be recovered by reason of breach of the UK's obligations under the Subsidy Control Rules or the terms of any UK subsidy control legislation;

27.1.17. the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by it or its Representatives in accordance with paragraph 31.2;

27.1.18. the Grant Recipient undergoes or has undergone a Change of Control which the Lead Authority, acting reasonably, considers:

- (a) will be materially detrimental to the Project Activities and/or;
- (b) the new body corporate cannot continue to receive the Funding because it does not meet the pass / fail criteria within the Lead Authority's criteria used to award the Funding to the Grant Recipient; and/or

- (c) the Lead Authority and/or Secretary of State believes that the Change of Control would raise national security concerns; and/or
- (d) the new body corporate intends to make fundamental change(s) to the Project for which the Funding was awarded or given;
- (e) the funding agreement for the UK Shared Prosperity Fund between the Lead Authority and the Secretary of State is terminated.

27.2. Where the Lead Authority determines that an Event of Default has or may have occurred, the Lead Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining to the Event of Default, and details of any action that the Lead Authority intends to take or has taken.

Rights reserved for the Lead Authority in relation to an Event of Default

27.3. Where the Lead Authority determines that an Event of Default has or may have occurred, the Lead Authority shall take any one or more of the following actions:

- 27.3.1. suspend or terminate the payment of Grant for such period as the Lead Authority shall determine; and/or
- 27.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
- 27.3.3. require the Grant Recipient to repay the Lead Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
- 27.3.4. give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out 27.4 to 27.10; or
- 27.3.5. terminate the Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

27.4. Where the Grant Recipient is provided with an opportunity to submit a Remedial Action Plan in accordance with paragraph 27.3.4, the Remedial Action Plan shall be submitted to the Lead Authority for approval, within 10 Working Days of the Grant Recipient receiving notice from the Lead Authority.

27.5. The Remedial Action Plan shall set out:

- 27.5.1. full details of the Event of Default; and
- 27.5.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

27.6. On receipt of the Remedial Action Plan and as soon as reasonably practicable, the Lead Authority will submit its comments on the Remedial Action Plan to the Grant Recipient.

- 27.7. The Lead Authority shall have the right to accept or reject the Remedial Action Plan. If the Lead Authority rejects the Remedial Action Plan, the Lead Authority shall confirm, in writing, the reasons why it has rejected the Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Lead Authority.
- 27.8. If the Lead Authority directs the Grant Recipient to submit an amended Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the Remedial Action Plan to take into account the Lead Authority's comments.
- 27.9. If the Lead Authority does not approve the Remedial Action Plan the Lead Authority may, at its absolute discretion, terminate the Funding Agreement.
- 27.10. The Lead Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Lead Authority, capable of remedy, exercise its rights under paragraph 27.3 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Lead Authority.

General Termination rights – Termination for Convenience

- 27.11. Notwithstanding the Lead Authority's right to terminate the Funding Agreement pursuant to paragraph 27.3.5 above, either Party may terminate this Funding Agreement at any time by giving at least 3 (three) months' written notice to the other Party.
- 27.12. If the Lead Authority terminates the Funding Agreement in accordance with paragraph 27.11 the Lead Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Project Activities performed up to the termination date. Reasonable costs will be identified by the Lead Authority and will be subject to the Lead Authority demonstrating that the Grant Recipient has taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Lead Authority.
- 27.13. The Lead Authority will not be liable to pay any of the Grant Recipient's costs related to any transfer or termination of employment of any employees engaged in the provision of the Project Activities.

Change of Control

- 27.14. The Grant Recipient shall notify the Lead Authority immediately in writing and as soon as the Grant Recipient is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 27.15. The Grant Recipient shall ensure that any notification made pursuant to paragraph 27.14 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 27.16. Following notification of a Change of Control the Lead Authority shall be entitled to exercise its rights under paragraph 27.3 of these Conditions by providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or

- (ii) where no notification has been made, the date that the Lead Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred.

27.17. The Lead Authority shall not be entitled to terminate where the Lead Authority's written approval was granted prior to the Change of Control.

27.18. If the Grant Recipient withdraws their consent to share any Personal Data the funding agreement will be terminated.

28. DISPUTE RESOLUTION

28.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Funding Agreement.

28.2. All disputes and complaints (except for those which relate to the Lead Authority's right to withhold funds or terminate the Funding Agreement) shall be referred in the first instance to the Parties' Representatives.

28.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of 28 days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive officer (or equivalent).

29. LIMITATION OF LIABILITY

29.1. The Lead Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Project Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Grant Recipient shall:

29.1.1. indemnify and hold harmless the Secretary of State and its Representatives and the Lead Authority and its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Project Activities or its obligations to Third Parties in respect of the Project or the Project Activities.

29.2. Subject to this paragraph 29, the Lead Authority's liability under this Funding Agreement is limited to the amount of Grant outstanding.

30. VAT

30.1. If VAT is held to be chargeable in respect of the Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Lead Authority shall not be obliged to pay any additional amount by way of VAT.

30.2. All sums or other consideration payable to or provided by the Grant Recipient to the Lead Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

31. CODE OF CONDUCT

- 31.1. The Grant Recipient acknowledges that by signing the Funding Agreement it agrees that it and its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 31.2. The Grant Recipient shall immediately notify the Lead Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct whether by the Grant Recipient or the Grant Recipient's Representatives.
- 31.3. The Grant Recipient acknowledges that a failure to notify the Lead Authority of an actual or suspected breach of the Code of Conduct may result in the Lead Authority immediately suspending the Grant funding, terminating the Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 27.3.3.

32. NOTICES

- 32.1. All notices and other communications in relation to this Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 6 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

33. GOVERNING LAW

- 32.1 These Conditions will be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.
- 32.2 This deed may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same.

SIGNED by:

.....
Signature

**[insert authorised
signatory's
name]
for and on behalf of the
Greater London Authority**

.....
Title

.....
Date

SIGNED by

.....
Signature

***[insert authorised
signatory's
name]***

.....
Title

**for and on behalf of [GRANT
RECIPIENT NAME] GLA to
populate**

.....
Date

DRAFT

ANNEX 1: PART A – PROJECT APPLICATION FORM

[INSERT APPLICATION FORM, PAYMENT TRIGGER CALCULATOR AND PROJECT REQUIREMENTS]

ANNEX 1: PART B – PROJECT SPECIFIC CONDITIONS

[ADD CONDITION FOR PROJECT END DATE]

DRAFT

ANNEX 2: GRANT DISTRIBUTION AND OUTPUT AND OUTCOMES PROFILES

Project name: [GLA to populate]

GRANT DISTRIBUTION

[GLA to populate]

OUTPUT AND OUTCOMES PROFILES

XXX is required to deliver the following Qualifying Outputs and Outcomes over the lifetime of the project:

[GLA to populate]

ANNEX 3: SCHEDULE OF PAYMENTS AND GRANT CLAIMS

PAYMENT MODEL

The Grant Claim periods will be quarterly ending on 31 March, 30 June, 30 September and 31 December.

The Grant claim schedule will be confirmed to grant recipient during the pre-grant negotiations.

ANNEX 4: LOGOS

SUPPORTED BY
MAYOR OF LONDON



**LEVELLING
— UP —**

ANNEX 5: GRANT RECIPIENT'S AUTHORISED SIGNATORIES

Grant Recipient details

Name of Grant Recipient

[GLA to populate]

Project Name

[GLA to populate]

Authorised signatories

Only the named chief finance officer, treasurer or an officer with relevant delegated authority are authorised to sign claim forms on behalf of the organisation. These signatures are binding on this organisation in respect of this Agreement.

Name

Position in the organisation

Signature

Date

Name

Position in the organisation

Signature

Date

Grant Recipient **declaration**

To be completed by the person who signed the Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

Name

Signature *(the person who signed the agreement)*

Date

Data Protection Act 2018: The information on this form will be recorded on the Lead Authority's computer system. The information provided will be used for approving your claim payments and will not be passed to anyone outside the Greater London Authority without the permission of the Grant Recipient.

ANNEX 6: CONTACT DETAILS

The Lead Authority main contact in connection with the Grant is:

Grant Manager	
Email address	ukspf@london.gov.uk

This information is correct at the date of the Funding Agreement. The Lead Authority will send you revised details if any of the information changes.

The Grant Recipient's main contact in connection with the Funding Agreement is:

Organisation	
Name of contact	
Position in organisation	
Email address	
Telephone number	
Postal address	

Please inform the Lead Authority main contact if the Grant Recipient's main contact changes.

