

GREATER **LONDON** AUTHORITY

Our reference: MGLA130324-8717

Date: 27 March 2024

Dear

Thank you for your request for information which the Greater London Authority (GLA) received on 13 March 2024. Your request has been considered under the Freedom of Information Act (FOIA) 2000.

You requested:

1. A copy of the grant conditions around this grant made to LA/Schools
2. A copy of the wording for the LA signed contract to access the Mayors Meals
3. Any information in relation to claw back of funds either by the Mayor or Local Authorities

Our response to your request is as follows:

1. Please find attached a copy of the original grant conditions issued to Local Authorities on 28 April 2023. The GLA issues funding at the borough level, and it is the responsibility of each borough to administer the funding to their schools.
2. Please find attached copy of the UFSM Grant Funding Agreement which outlines the terms and conditions attached to the Universal Free School Meals grant awarded to local authorities.
3. Please find attached a letter sent to chief executives which sets out the GLA position on funding clawback.

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA130324-8717.

Yours sincerely

Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

GREATER**LONDON**AUTHORITY

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

Universal Free School Meals – information on grant allocations, funding flows, grant conditions and principles

The below information has been developed following engagement with boroughs, review of existing schemes and feedback from finance colleagues.

1. Determining grant allocations

- a) The GLA has replicated the established (Education and Skills Funding Agency) ESFA's funding regime method of calculating in allocating the level of funding required for grants for Free School Meals for primary pupils.
- b) So, for academic year 2023-24 the GLA will fund on an average of the primary pupils taken on census days in October 2022, January 2023 and June 2023 extrapolated across the year multiplied by £2.65 per day. This support will exclude the independent sector.
- c) Payment would be made termly in advance. To allow for upfront costs it is proposed that half of the funding would be paid in July 2023, with a further 20% in December and a further 20% in March. A balance of 10% would be held back for the final payment as set out in d) below.
- d) Based on the census day returns in October 2023 and January 2024 a balancing payment or claw back would be made before the end of the summer term 2024.
- e) Any additional process for clawback or top up will be based on actual differences in uptake of free school meals, except where an LEA chooses not to implement the scheme after having received the advances. This is because currently the ESFA does not operate such a clawback or top-up mechanism beyond the reconciliation payment described in d above.

2. Funding flows

- a) Payment will be made to LEAs for their maintained schools and non-LEA maintained schools (i.e. Payment to Academy Trusts would be made by each LEA for MATs in their area). LEAs will pass on the exact amount to each MAT based on the allocation set out above and that payment would be made swiftly to each MAT once GLA funds are received.
- b) For those LEAs that currently provide FSM for all their primary pupils, the sum to be paid to them will be based on the calculation described above. Discussions are to take place between the GLA and the five LEAs currently providing this support, as to how the sum to be paid will be used for further cost of living measures. However, a high degree of flexibility will be applied by the GLA to ensure that these LEA can use this funding to best effect to address the cost-of-living crisis.

- c) Allocation does not include any provision for capital expenditure that may be necessary for LEAs or Academy Trusts to provide. An assessment of the potential need for such capital investment will be made in each LEA / Academy Trust and the extent to which alternative remedial steps other than such investment can be taken to ensure the Mayor's commitment can be implemented.
- d) The grant agreement that will need to be made between each LEA and the GLA will need to promote the Mayor and his investment in schools' meals through branding and communication in line with further guidance from the GLA that will be provided. Further, the grant agreement will also require a commitment from each LEA to take part in the evaluation of the programme, including data collection.
- e) Grant conditions would be accompanied by grant giving principles which set out a series of standards boroughs are encouraged to work to and this will include compliance with national school food standards.

3. Standard grant conditions

- a) Boroughs should be aware that the following conditions will be attached to the grant funding:
 - The grant must be spent on provision of school lunch.
 - Local Authorities/ Schools and their catering providers must participate in evaluations or reviews of the Mayor's Emergency Free School Meals provision, as needed. Monitoring will aim to minimise extra reporting burden and instead where possible draw upon existing data sets.
 - The Mayor's investment must be promoted in any branding/communications. This includes ensuring references to the expansion explains the source of the funding as the Mayor of London and supporting the distribution of a communication from the Mayor to all affected families, parents or carers. Further advice will follow.
 - The Mayor proposes to allocate funding to London Boroughs who currently provide USFM to their primary pupils as if they were not currently providing this function. The proposed allocation to these Boroughs is exactly the same as that which will be given to authorities who currently do not provide the function. The Mayor hopes that each Borough that currently provides USFM will use the offset funds to support families in financial hardship as a result of the cost of living crisis.

4. Grant principles

- a) Grant principles will also be provided, setting out national or pan-London initiatives which we would encourage adoption of through borough schemes. This will include:
 - **Pupil premium** – to support approaches which continue to maximise registration by eligible families which may otherwise be impacted by the move to a universal approach through the Mayor's Emergency Free School Meals funding.

- **Supporting families and communities** – by paying London Living Wage (LLW) to catering staff and including LLW in any future tenders; and committing to wider action to support families struggling due to the cost of living crisis.
 - **School food standards** – meeting school food standards and ensuring school food is culturally appropriate.
 - **Healthy schools** – taking a whole school approach to healthy eating, participation in Healthy Schools London and adoption of water only policies.
 - **Sustainability** - Meet sustainable catering guidelines and support environmental aims.
- b) Further information on these principles is outlined in Annex 1. We will further discuss with partners and relevant forums what support is needed for implementation of the outlined principles. This may include for example a toolkit or letter to parents.

Annex 1: Background to outlined grant principles

Pupil Premium

We understand the potential impact a universal offer could have on maintaining levels of registration for free school meals, and the effect this would have on pupil premium funding for schools. To mitigate against this, we would encourage consideration of best practice in promoting registration (and the benefits to schools) including models where all parents are required to complete registration^{1,2}.

How a borough or school chooses to promote registration is for agreement locally. Depending on the processes already in place in the borough for FSM application for years 3-6, this is likely be done either centrally by borough communications, or by the borough working with individual schools. The following will be made available to support local activities:

- Learning on effective approaches will be shared through webinars and other forums
- As part of this we will share examples of messages and copy that have been used to good effect by schools and boroughs, including wording that can be used on borough website registration pages and forms for schools. We will make these resources available in a range of ways, including sharing via our London.gov. pages.
- The GLA will work with boroughs and schools to support local messaging on registration, including as part of their pan-London messaging to Londoners about the scheme

Supporting families and communities

The Mayor has launched a Cost of Living hub which provides information about benefits, grants and discounts Londoners can get if they are in financial difficulty, from the Mayor of London, the government, your local council, charities and advice centers. Schools are encouraged to share resources with families in need:

- <https://www.london.gov.uk/programmes-strategies/communities-and-social-justice/help-cost-living>

In addition to support already being provided by schools, Good Thinking have also developed some resources to support Londoners mental health through the cost of living crisis which can be promoted:

- <https://www.good-thinking.uk/articles/cost-living-crisis-how-look-after-your-mental-health>

School Food Standards

¹ See <https://www.islington.gov.uk/children-and-families/help-with-childcare-and-family-costs/free-school-meals-and-uniform-grant>

² Note that this approach should not impact on children accessing a free school meal – children will not be penalised in the lunchroom if their parents don't register them.

Government's School Food plan sets out seventeen actions to transform what children eat in schools and how they learn about food. As part of the School Food Plan, a new set of standards for all food served in schools were launched and are mandatory in all maintained schools, new academies and free schools.

These school food standards are to ensure that food provided to pupils in school is nutritious and of high quality; to promote good nutritional health in all pupils; protect those who are nutritionally vulnerable and to promote good eating behaviour.

Resources are available to support schools in ensuring these standards are met:

- Checklist for school lunches: <http://www.schoolfoodplan.com/wp-content/uploads/2014/06/Checklist-for-school-lunches-140616.pdf>
- Portion sizes and food groups - <http://www.schoolfoodplan.com/wp-content/uploads/2014/06/Portion-Tables-1406161.pdf>
- School Food: Guidance for Governors http://www.schoolfoodplan.com/wp-content/uploads/2015/11/Guidance-for-Governors-FINAL-15_10_15.pdf

The School Food Plan includes guidance to ensure meals are served in an attractive, happy and calm dining environment. This includes

- Staff and children eating together.
- Catering staff (including midday supervisors) who are happy and engaged with school staff and children.
- Children and parents are actively consulted.
- Cashless payment system to reduce queues and stigmatization of Free School Meal (FSM) pupils.
- Independent verification that school food standards and relevant Government Buying Standards are met across the school day.
- Making water the drink of choice, freely and easily available.

Healthy Schools

Schools that are not already participating in Healthy Schools London (HSL) should be encouraged to register. HSL is a comprehensive approach to supporting pupil health and wellbeing that includes:

- Healthy Eating
- Physical Activity
- Personal Social Health and Economic Education (PSHEE)
- Emotional Wellbeing and Mental Health

Taking part in HSL, and working successfully through the tiered awards, will enable schools to directly support the health and wellbeing of their pupils and staff. It also bring them in as part of a supportive schools network.

- <https://www.london.gov.uk/what-we-do/health/healthy-schools-london/awards/about>

Schools should also be encouraged to become Water only, offering only low-fat milk or water to drink during the school day. Resources and a Toolkit to support schools have been developed and are available through the Healthy Schools London website:

- <https://www.london.gov.uk/programmes-strategies/health-and-wellbeing/healthy-schools-london-0/water-only-school-toolkit>

Sustainability

Boroughs and schools are encouraged to ensure that sustainable climate friendly catering practices are followed.

Food for Life Served Here sets out guidance for catering partners to deliver on providing healthy and sustainable food, working towards Sustainable Catering Certification.

- <https://www.foodforlife.org.uk/catering/food-for-life-served-here>

Caterers are encouraged to address climate change ambitions by reducing the amount of carbon intensive food they produce, promoting plant-based diets.

The *London Food Procurement Commitment* is a partnership between ReLondon, Hackney and Sustain to empowering local authorities to ensure that food bought and served across council services is healthy, climate- and nature-friendly, and never wasted.

- [Circular food procurement - ReLondon](#)

GREATER**LONDON**AUTHORITY

AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO Mayor's Universal Free School Meals (UFSM) Programme

between

The Greater London Authority

-and-

[INSERT BOROUGH NAME]

Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

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:

Overarching grants programme:	Mayor's Universal Free School Meals Programme
Description/Purpose of the grant: Brief explanation	The Mayor announced a historic £130m emergency, one-off funding plan to help families with the spiraling cost of living by ensuring that primary school children in London state funded schools will receive free school meals in the next academic year, including academies and state-funded special schools and Alternative Provision. Families across London are desperately struggling with the spiraling cost of living and are in urgent need of more support. City Hall has repeatedly called for the Government to provide free school meals to help already stretched families, but they have simply failed to act. That is why, in light of the growing pressures on families, he has intervened. This funding will help up to 270,000 primary school children in the capital receive free school meals and could save families around £440 across the year. This emergency funding is for one year only and we will continue to call on Government to step forward and provide the funding to make this permanent.
The grant is for a total of:	<i>Insert in pounds</i>
The grant is awarded on:	YYYY/MM/DD (same date for each borough)
The grant covers the following time period:	From 2023/MM/DD to 2024/07/31
It is awarded to:	Name of Recipient Organisation

The recipient is:	<i>Local Authority</i>	
Company or charity registration number:	<i>Company number: N/A</i>	
It was awarded by:	<i>Health, Children & Young Londoners Unit, Communities & Skills, Greater London Authority</i>	
The award of this grant was formally approved by:	<i>MD3146</i>	

IN ORDER FOR THE GLA TO COMPLY WITH THE 2015 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.

([REDACTED] [@london.gov.uk](mailto:[REDACTED]@london.gov.uk) / Post Point 11 / Tel extension: 4818).

THIS AGREEMENT is made this day of 2023

BETWEEN:

(1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, Kamal Churchie Way, London E16 1ZE (the “Authority” or the “GLA”); and

(2) [] of [] (the “Recipient”)

IT IS HEREBY AGREED THAT:

1. Background

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its Universal Free School Meals project as set out in the Project description at Schedule 1 of this Agreement (which aligns with the aims and objectives of the Mayor’s Universal Free School Meals Programme) by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient’s total costs of fulfilling the Project Objectives are [words] pounds sterling (£[numbers] [this should mirror the figures in OPS] and the Recipient has committed itself to meeting the Project Objectives.
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 18.

2. The Project Objectives

- 2.1 The Recipient shall use the GLA Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.
- 2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.
- 2.3 The Recipient shall:
- (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and
 - (b) where the meeting of Project Objectives consists of the achievement of:
 - (i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and/or
 - (ii) Project Outputs, notify the Authority in writing immediately upon becoming aware that any Project Outputs are likely to exceed or are likely to be less than the relevant agreed number of Project Outputs set out in Schedule 10.

3. Duration of Agreement and Funding Breakdown

- 3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until *31 July 2024*.

4. Payment and Performance Monitoring Arrangements

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this Clause 4.
- 4.2 Where Project Objectives are to be met on a:

- (a) Milestone basis, the provisions of Part A of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding; and/or **relevant blocks in OPS – see definition(s)**
 - (b) Project Output basis, the provisions of Part B of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding **and relevant blocks in OPS – see definition(s)**
- 4.3 Not used.
- 4.4 Not used
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection, visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

5. Ineligible Expenditure

- 5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:
- (a) activities or objectives not listed in Schedules 1 or 2;
 - (b) recoverable input VAT incurred;
 - (c) any liability arising out of the Recipient's negligence or breach of contract;
 - (d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
 - (e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.
- 5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various

incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.

6. Financial Accountability

6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:

- (a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs;
- (b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- (c) Not used
- (d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- (e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- (f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding becoming Insolvent in the future;
- (g) keep a record of all (i) Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer). All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be supplied to the Authority (and any person nominated by the Authority) upon request and kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the

Authority or its nominee in conducting such inspection, including making available documents and staff for interview;

- (h) make (complying always fully with the requirements of Data Protection Legislation) all relevant data, information and documents available and provide access at any time for:
 - (i) inspection, visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
 - (ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring systems; and
 - (iii) cooperate fully with the Authority and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard; and
- (i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs, providing the Authority with copies of and access to the same upon request; and
- (j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 During its useful life no Capital Asset should be sold, charged, loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to Clauses 6.5 and 6.6 below.

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

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

- (a) the date of purchase;

- (b) a description sufficient to identify it;
- (c) the purchase price excluding recoverable VAT;
- (d) any third party interests or charges over the Capital Asset;
- (e) the location of the documentation showing the Recipient's title to the Capital Asset; and
- (f) date of disposal and sale proceeds (net of VAT).

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

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

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

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

- (a) not used;
- (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- (c) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;

- (d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
- (e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- (f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- (g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
- (h) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
- (i) the Recipient fails to comply with the Authority's policies in place from time to time in place in undertaking activity pursuant to the Project (those of particular relevance are listed in Schedule 4);
- (j) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs; and/or
- (k) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.

7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.

- 7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
- 7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving three months notice in writing to the Recipient.
- 7.5 In the event that the Authority exercises its right to terminate this Agreement under:
- (a) Clause 7.1:
 - (i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
 - (ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - (iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
 - (iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate;
 - (b) Clause 7.4:
 - (i) the provisions of Clause 7.5(a)(i) to (iii) shall apply; and
 - (ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under Clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and Schedule 2.

- 7.6 Where the Authority exercises its right to reduce, suspend or withhold GLA Funding, or requires all or part of the GLA Funding to be repaid pursuant to Clause 7.1, where the sums in question relate to GLA Funding paid in respect of Project Outputs, the GLA Funding may be re-calculated based on the revised maximum number of Sustained Outcomes deemed achievable by the Authority (at its discretion) and multiplied by the Overall Unit Cost, regardless of the associated value of the volume of prior Project Outputs achieved at the date on which the GLA notifies the Recipient of its exercise of its Clause 7.1 rights, provided always that the Authority reserves the right to apply an alternative methodology to re-calculate the GLA Funding amount.

8 Procurement and Subsidy Control

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- (a) using a fair and transparent documented decision-making process taking account of public sector accountability and probity;
 - (b) in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code. For the avoidance of doubt:
 - (i) three or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and
 - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000.00; and
 - (c) in accordance with government best practice relating to procurement practices and procedures.
- 8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all Subsidy Control Rules and shall ensure that all requirements for such rules are met. The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement for the purposes of Clause 7.1(e).
- 8.3 In addition and without prejudice to the Recipient's obligations under Clause 8.2, unless otherwise notified by the Authority, the Recipient shall:

- (a) not, where such Assistance has a monetary (or equivalent) value exceeding the Subsidy Control Threshold:
- (i) accept the GLA Funding acting in the capacity of a Relevant Enterprise; nor
 - (ii) disburse the GLA Funding to a Relevant Enterprise; and
- (b) permit the Authority, its auditors and agents access to all records and information it considers necessary for assessing whether relevant Subsidy Control Rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business, Energy and Industrial Strategy and/or any other public body who has statutory responsibility for Subsidy Control Rules.

9 Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

10 Agency

- 10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.
- 10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority, to the performance, variation, release or discharge of any obligation or power or to make any statement on behalf of the Authority (unless approved in writing in advance).
- 10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

11 Amendment

- 11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority and the Recipient shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority. No amendment to this Agreement shall be effective unless it is:

(a) in writing and executed by/or on behalf of each of the parties hereto (and the Recipient hereby agrees that where the Authority informs it that such execution shall be duly binding if signed rather than sealed, such signature shall constitute a valid variation notwithstanding the execution and delivery of this Agreement as a deed); or

where it is approved in OPS by the Authority, provided that in order for such amendment to constitute a valid variation of this Agreement all of the following steps must be satisfied:

- (i) the Recipient has amended the relevant [block(s)] in OPS; and
- (ii) the Authority approves such changes in OPS; and
- (iii) for the avoidance of doubt such changes shall only take effect from the date on which the Authority approves such changes in OPS (and in any event if the Authority does not approve such changes in OPS within a period of sixty (60) days such changes shall be taken to have been rejected by the Authority) but the Recipient shall in any event comply with any other formal procedures for amending agreements which the Authority may have in place from time to time and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

12 Monitoring and Review

- 12.1 The Recipient shall meet (actually or virtually as notified) with the Authority upon request (upon reasonable notice) to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs (“Review Meeting”) from time to time.
- 12.2 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.1.
- 12.3 In addition to any Review Meetings, throughout the term of this Agreement, the Recipient shall:
- (a) cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority’s evaluation of the Project; and
 - (b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority’s evaluation of the Project.

13 Compliance with Legislation and Policies

- 12.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:
- (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
 - (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and
 - (c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 12.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.

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

- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
 - (i) eliminate unlawful discrimination and harassment;
 - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and
 - (iii) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation): age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),and shall, in undertaking any activity concerning the Project assist and cooperate with the Authority where possible in respect of the Authority's compliance with its duties under Clause 13.3(b);
- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;
- (d) (before the commencement of the Project):
 - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by Data Protection Legislation) concerning such children and vulnerable persons in relation as part of the Project; and

- (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;
- (f) shall, where relevant to the Project, be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and
- (g) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

14 Liability and Insurance

- 13.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 13.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:

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

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

15 Data Protection, Freedom of Information, Confidentiality and Transparency

15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with Data Protection Legislation, including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

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

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

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

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

15.5 The Recipient acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding

Clause 15.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and

- (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

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

16 Entire Agreement and Counterparts

16.1

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

- 13.4 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original and such counterparts or duplicates shall together constitute one and the same agreement.

14 Force Majeure

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

13 Definition of Terms

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

- 18.2 **Not used.**
- 18.3 **“Additional Outputs”** means any Project Outputs described as such in the Annex to Schedule 1 and block 13 of OPS.
- 18.4 **“Agreement Information”** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount.
- 18.5 **“Assistance”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments, any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the Relevant Enterprise, any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 18.6 **“Assistance Trigger Point”** means, unless the Authority notifies the Recipient otherwise, three hundred thousand pounds sterling (£300,000) of Assistance provided from all public authority sources to a Relevant Enterprise over a three year period, being this fiscal year and in the previous two fiscal years.
- 18.7 **“Authority’s Representative”** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.
- 18.8 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 18.9 **“Certificate of Output Delivery”** means, where applicable, the certificate to be completed and submitted to the Authority in accordance with Part B of Schedule 2 and Schedule 9 as amended by the Authority from time to time.
- 18.10 **“Data Protection Legislation”** means:
- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
 - (b) Directive (EU) 2016/680 (the Law Enforcement Directive);

- (c) 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 Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

18.11 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.

18.12 **“Financial Year”** means the annual period from 1 April to 31 March.

18.13 **“FOIA”** has the meaning given to it in Clause 15.2.

18.14 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.

18.15 **“GLA Funding”** means a sum of up to [words] pounds sterling (£[numbers]) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.

18.16 **“Insolvent”** means:

- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;

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

- 18.17 **"Intellectual Property Rights"** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights.
- 18.18 **"Milestones"** means the milestones set out in Part A of Schedule 2 and in Blocks 6 and 7 of OPS for the Recipient's fulfillment of the Project Objectives set out in Schedule 1.
- 18.19 **"OPS"** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.
- 18.20 **"Monitoring Form"** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.3 which shall take such form as the Authority requires from time to time.
- 18.21 **"Output Related Funding"** means, where applicable, the GLA Funding paid in respect of Project Outputs as set out in Part B of Schedule 2.
- 18.22 **"Outputs Value Return"** means, where applicable, a return in the form set out at Part C of Schedule 6 as amended by the Authority from time to time.
- 18.23 **"Overall Unit Cost"** means, where applicable, the total Output Related Funding divided by the number of Sustained Outcomes.
- 18.24 **"Project"** means the **Universal Free School Meals Programme**.
- 18.25 **"Project Objectives"** means the objectives to be met by the Recipient as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with Clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.26 **"Project Outputs"** means (where applicable) any outputs including the Sustained Outcomes to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties and set out in Block 12 (Outputs) of OPS.
- 18.27 **"Quarter"** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.
- 18.28 **"Claim Form"** means the form to be completed and submitted to the Authority by the Recipient under Schedule 2 which shall take such form as the Authority requires from time to time.

- 18.29 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 18.30 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 18.31 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 18.32 **“Relevant Enterprise”** means an entrepreneur, sole trader, partnership, firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding the provision of aid and assistance to children, young people and adults in education, unemployed persons, apprentices, persons on work placements and employees where the Assistance provided does not directly assist their employer.
- 18.33 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA.
- 18.34 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 18.35 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 18.36 **Not used.**
- 18.37 **“Subsidy Control Rules”** means all applicable rules concerning Assistance arising from resources provided by a public authority, including (without limitation) central, devolved, regional and local government that provide a selective benefit to the Relevant Enterprise. Such contributions being granted (or received) by public authorities will be governed primarily (but not exhaustively) by:
- a) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland;
 - b) the World Trade Organisation (WTO) rules;
 - c) the Northern Ireland Protocol;
 - d) European Union (Withdrawal Agreement) Act 2020;

e) any other international trade agreements; and/or

f) other relevant legal obligations, for example, a local authority's Duty of Best Value.

18.38 **"Subsidy Control Threshold"** means the maximum level of Assistance which can be provided to a Relevant Enterprise from time to time from all public authority sources over a three year period, being this fiscal year and in the previous two fiscal years in accordance with Paragraph 4, Article 3.2 of Part Two of the TCA. At the time of entering into this Agreement the maximum level of Assistance is three hundred and forty four thousand and six hundred pounds sterling (£344,600).

18.39 **"Sustained Outcomes"** means such Project Outputs described as such Schedules 10 and/or 2 or any annexure thereto.

18.40 **"TCA"** means the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland.

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

18.42 **"Unit Rates"** means, where applicable, the values associated with each specific Project Output as set out in Schedules 1 and/or 2 or any annexure thereto.

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

This Agreement may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same.

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

[**THE CORPORATE SEAL** of the)
GREATER LONDON AUTHORITY)
hereto affixed is authenticated by:)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)]

OR IF BEING EXECUTED ELECTRONICALLY

[Executed and delivered for an on behalf of the)
GREATER LONDON AUTHORITY by:)

.....
Authorised Signatory

.....
NAME (BLOCK)

.....
Position

.....
Authorised Signatory

.....
NAME (BLOCK)

.....
Position]

[Obtain and insert wording recipient confirms as being used to execute deeds – electronically where required]

Project Description

Background

The Mayor announced an historic £130m emergency, one-off funding plan which will help up to 270,000 primary school children in the capital's state-funded schools in school years 3-6 who are not currently eligible for free school meals, including academies and state-funded special schools and Alternative Provision.

Families across London are desperately struggling with the spiraling cost of living and are in urgent need of more support. City Hall has repeatedly called for the Government to provide free school meals to help already stretched families, but they have simply failed to act. That's why, in light of the growing pressures on families, he has intervened.

This funding will help up to 270,000 primary school children in the capital receive free school meals and could save families around £440 across the year. This emergency funding is for one year only and we will continue to call on Government to step forward and provide the funding to make this permanent.

Project Description

The provision of free school meals to all KS2 primary school children in state funded schools who are not eligible for free school meals under the national government's current scheme.

Project Objectives

Boroughs, schools and their catering providers should participate in evaluations or reviews of the Mayor's Free School Meals provision, as needed. Monitoring will aim to minimise extra reporting burden and instead, where possible, draw upon existing data sets.

This information will be confirmed by the GLA UFSM team before school term starts in September, but we advise borough officers to communicate with schools, to inform them that they will need to collect and record numbers of meals taken in Years 3 to 6, at two points in the year. Further information about this will be shared before the school term starts in September.

The Mayor's investment must be promoted in any branding and communications you prepare. This includes ensuring references to the expansion of your provision and explains the source of the funding as the Mayor of London.

You also agree to support the distribution of a communication from the Mayor on a termly basis to all affected families, parents or carers. Further advice in relation to this can be found in your contract issued by the UFSM team, as well as on the Mayor's online hubs for boroughs and schools.

Boroughs are asked to support approaches which continue to maximise Pupil Premium registration by eligible families. Information on good practice is available on the Mayor's online hubs for boroughs and schools.

Expected programme outcomes

- London's primary age children attending state schools will have access to at least one nutritious meal a day during term time
- Families will have one less cost to meet, thus will feel a positive impact on their daily living costs. The presence of this free provision will support families experiencing food insecurity and may reduce their need for emergency food aid, such as food banks.
- There will be improved awareness and encouragement to take up existing schemes to support London families during the cost of living crisis.
- Families who need it most, will have saved money (from not buying school lunches). Families will be less anxious about the cost of school meals. Children will be less hungry at school. Children will experience benefits such as reduced stigma, better ability to concentrate.

Schedule 2

Funding Schedule

Part A: Milestone Related GLA Funding

1. In addition and without prejudice to its other reporting obligations under this Agreement on achievement of the Milestones 2 and 3, the Recipient shall submit a claim form in such form as the Authority notifies the Recipient from time to time including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS certified as a true and accurate record of Milestone achievement (and where applicable Expenditure Incurred in such achievement) by its designated chief financial officer or director statutory chief financial officer (which shall mean where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 (Recipient's Chief Financial Officer) to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
 - (a) in the case of Milestones 2 and 3, a written report detailing progress in meeting the Project Objectives, together with such evidence and other information as the Authority may reasonably require in such form the Authority requires from time to time including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS); and
 - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of a valid invoice which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
3. No payment made by the Authority (including any final payment) or act or omission or approval by the Authority shall:
 - (a) indicate or be taken to indicate the Authority's acceptance or approval of any act or omission of the Recipient, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Recipient, or absolve the Recipient from any obligation or liability imposed on the Recipient under or by virtue of this Agreement; or
 - (b) prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Recipient by mistake of law or fact; or

(c) have the effect of varying or otherwise amending this Agreement.

4. Without prejudice and in addition to paragraph 5 above if the materials referred to in Clause 6.1(j) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the provision of the same is in excess of the Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Authority may require the Recipient to repay such excess amount to the Authority 30 days . Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

Section 1 - Milestone Funding Table

Funding is issued at the borough level, and it is the responsibility of each borough to administer the funding to their state funded schools including:

Local Education Authority maintained schools (including state funded Special education and alternative provision) and

Non-Local Education Authorities maintained schools i.e. payment to Academy Trusts would be made by each Local Education Authority for Multi Academy Trusts in their area.

The proposed allocation to boroughs currently providing free school meals to all primary pupils in Key stage 2 is exactly the same as that which will be given to those who currently do not provide the function. The Mayor hopes that these boroughs will use the offset funds to support families in financial hardship as a result of the cost-of-living crisis.

50 per cent of the funding will be paid up front in July 2023, with a further 25 per cent in December 2023 and a further 25 per cent in April 2024. These dates cannot be amended and funding must be claimed in line with them.

Funding must be claimed via GLA OPS within 30 days of the agreed dates above, which you will be able to confirm when you log into the system. There is no provision to carry funding over into the following financial year.

If a borough can evidence uptake is higher than 90 per cent, then the extra funding to cover these costs would result in an additional payment in April 2024. To be eligible for the above 90% allocation, boroughs would review the uptake of their individual schools and make one aggregated claim on behalf of any which have exceeded this rate.

To submit a claim, a borough will need each school to provide evidence of take up on the census days in October and January. They should then contact the UFSM team [UFSMTeam@london.gov.uk] to be issued with a declaration form which will be signed and returned along with the relevant census information.

Column 1	Column 2	Column 3	Column 4
Installment/Milestone	Date on which claim may be made (subject to Milestone achievement)	Evidence (in addition to the requirements of Clause 4)	Amount (£) – UP TO*
1. Grant agreement executed	14 July 2023	Signed copies of grant agreement returned to the GLA	[Figure to be added which reflects 50% of Recipient allocation]
2. Achievement of Period One Forecast**	12 December 2023	Claim to be made via GLA OPS	[Figure to be added which reflects 25% of Recipient allocation]
3. Achievement of Period Two Forecast**	04 April 2024	Claim to be made via GLA OPS	[Figure to be added which reflects 25% of Recipient allocation]

For the avoidance of doubt the Recipient hereby acknowledges and agrees that:

* whereas claim amounts may be paid by the Authority by reference to the maximum sums in column 4 in the above table, claim amounts shall be calculated on the basis of a unit cost of two pounds and sixty-five pence sterling (£2.65) per eligible pupil per day and without prejudice to any of its other rights under this agreement the Authority reserves it right to require the repayment of such sums as may reflect any overpayment by the Authority to the Recipient; and

** Period One Forecast means [Insert forecast delivery for [31] July to [31] December 2023]; and

** Period Two Forecast means [Insert forecast delivery for [1] January to [30] April 2024].

In addition but without prejudice to the foregoing the Recipient hereby acknowledges and agrees that claims may only be made to the extent that Expenditure incurred falls within one or more of the following eligible categories:

Provision of food:

The grant must be used for delivery and implementation of the Universal Free School Meals programme. We encourage you to use any surplus to support schools to deliver the scheme and to help solve any local challenges

Our funding should ensure:

- All involved are paying London Living Wage to catering staff and the inclusion of London Living Wage as a requirement in any future tenders; and committing to wider action to support families struggling due to the cost-of-living crisis
- Continue to meet the statutory school food standards and ensuring school food is culturally appropriate.
- Takes a whole school approach to healthy eating, participation in Healthy Schools London¹ and adoption of water only policies.
- Meets sustainable catering guidelines and support environmental aims.

Schedule 3

The Authority's Logo



Branding Guidance

As part of the grant conditions, it is stipulated that the Mayor's investment must be promoted in any branding and communications. The following guidelines are to support boroughs and schools in meeting this condition.

Reference to the Mayor of London

In all communications, you must ensure references to the expansion of free school meals explain the source of the funding as the Mayor of London. For example, when referencing the rollout within your school or borough, you could reference the funding as:

- '...funded by the Mayor of London's expansion of free school meals...'
- '...the Mayor of London's funding for the expansion of free school meals...'
- '...made possible through the Mayor of London's expansion of free school meals for primary school children in London...'

Logo and branding usage

- The Mayor of London logo has been sent to you as part of this pack. Please use the logo in any digital or print designs to indicate that the expansion of meals is funded by the Mayor of London.
- The logo is included in multiple formats – for you to use depending on your software.
- Please follow the logo guidelines found [here](#) (page 15) to ensure you are using this correctly.
- Please observe our exclusion zone. Run the grey logo on light backgrounds and the white logo on dark backgrounds.

Communications from the Mayor

You must support the distribution of a communication from the Mayor to all affected families, parents or carers on a termly basis. The first of these is included within the accompanying documentation. How a borough or school chooses to distribute this communication is for agreement locally – this could be done through email, an app, a physical copy sent home with students etc. A PDF letter has been supplied but please contact the team if you need it in a different format.

The GLA will provide further communications from the Mayor to families for distribution on a termly basis.

Promotion to families

Alongside the direct communication from the Mayor, boroughs and schools agree to promote the scheme to all affected families, parents or carers. The [borough hub](#) and [schools hub](#) contains templates, guidance, examples of messages and copy to support with this, including:

- Editable templates and suggested copy for newsletters, letters, emails, e-bulletins, texts etc.
- Social media assets
- Outline of parents evening
- FAQ sheet for families
- Video from the Mayor to parents
- Posters to print or share digitally
- PowerPoint slides with information of the programme
- Copy for webpages
- Copy for social media
- Copy and best practice examples specifically around registration for FSM (to support pupil premium registration).

Boroughs already delivering universal provision

As confirmed in the grant conditions, the Mayor will allocate funding to London boroughs who currently provide USFM to their primary pupils as if they were not currently providing this function and the Mayor hopes that each borough that currently provides USFM will use the offset funds to support families in financial hardship as a result of the cost of living crisis.

All communications from the borough and schools should ensure that this reference is correctly made. For example, stating that the Mayor is now supporting boroughs with the cost of these meals. To note that the Mayor's funding must be attributed to the funding on primary school

meals, rather than the displaced money that will be released for the borough to spend elsewhere.

Further resources are available on the online hubs to support messaging to families in primary schools in these boroughs.

Website and key links

Main web page: <https://www.london.gov.uk/who-we-are/what-mayor-does/priorities-london/emergency-universal-free-school-meal-provision>

Shortened links (used in social posts): www.london.gov.uk/free-school-meals

City Hall social media accounts

Twitter: @MayorofLondon

Facebook: Mayor of London

Instagram: @mayorofldn

Hashtag: #FreeSchoolMeals

If you are using photographs in any promotional materials, please remember to obtain image consent from the image owner, and from the parent or guardian of children or young people who appear in content and to store images securely in line with your safeguarding policy. See the NSPCC's guidance for photography and filming [here](#).

Schedule 4

Relevant Authority Policies

[The London Living Wage](#)

[The GLA Group Responsible Procurement Policy](#)

[GLA Data Protection Policy](#)

[GLA Child Protection Policy and Procedures](#)

Schedule 5

Not used

Schedule 6- N/A

Part A: Monitoring Form

Project:

Recipient:

Start Date:

Completion:

1. Set out details of the progress you have made against the programme Milestones

Project Milestones to Project end

#	Chronological Milestones description	Owner	Planned date	Progress	Evidence (as per Schedule 2, Part A)
1			dd/mm/yyyy		
2			dd/mm/yyyy		
3			dd/mm/yyyy		
4			dd/mm/yyyy		
5			dd/mm/yyyy		
6			dd/mm/yyyy		
7			dd/mm/yyyy		
8			dd/mm/yyyy		
9			dd/mm/yyyy		
10			dd/mm/yyyy		
11			dd/mm/yyyy		
12			dd/mm/yyyy		
13			dd/mm/yyyy		
14			dd/mm/yyyy		
15			dd/mm/yyyy		
16			dd/mm/yyyy		
17			dd/mm/yyyy		
18			dd/mm/yyyy		
19			dd/mm/yyyy		
20			dd/mm/yyyy		

Guidance on completing table: Milestones should match those specified in Schedule 2 of the Funding Agreement.

2. Payments date and forecast payments to Project completion

Total yearly Budget		2015-16	2016-17	2017-18
	Rev			
	Cap			
April	Rev			
	Cap			
May	Rev			
	Cap			
June	Rev			
	Cap			
July	Rev			
	Cap			
August	Rev			
	Cap			
September	Rev			
	Cap			
October	Rev			
	Cap			
November	Rev			
	Cap			
December	Rev			
	Cap			
January	Rev			
	Cap			
February	Rev			
	Cap			
March	Rev			
	Cap			
Total yearly forecast	Rev			
	Cap			

2. Outline any programme risks and issues and the steps you are taking to mitigate these

[narrative]

Part C: Output Values Return

Not applicable

Scheule 8, 9 and 10 – N/A


London Chief Executives

Date: 12 July 2023

Update on the Universal Free School Meals (UFSM) programme: Final Grant Allocations

I'm pleased to be in touch again on our joint progress towards rolling out Universal Free School Meals in London. I would like to thank you and your colleagues for your efforts in preparing for implementation from September.

When I wrote to you on 5 July, I indicated that we would confirm your funding allocation, contract arrangements and conditions by the second week of July.

I'm extremely pleased now to be able to confirm your funding allocation, which is **£4,827,289.00.**

You will be aware that the 2023 census data shows an increase in the number of pupils in London primary schools who are eligible for the national government's Free School Meals offer and, therefore, a reduction in the number of pupils who would require UFSM funding from the Mayor and the total grant that would be payable.

We have listened carefully to your feedback as we have planned for implementation and want to do all that we can to ensure that your borough is equipped to support families through the cost of living crisis. It is on this basis that we have decided to allocate your funding based on your indicative grant allocation and thus ensure that you receive the maximum grant possible.

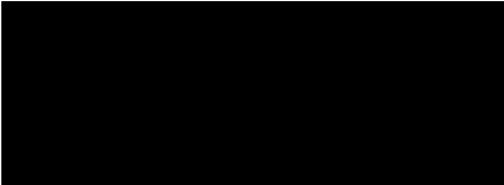
In addition, we have removed any requirement of funding clawback applied against low uptake of the scheme as part of the grant agreement and will fund on an assumed 90% take up rate. This is as a direct result of the feedback that you have given to us. We hope that this offer will further enable you to provide this crucial lifeline to London's families during such tough economic times.

Boroughs are set to receive £2.65 per meal in funding, which is higher than the updated funding for Universal Infant Free School Meals (UIFSM) of £2.53 per meal. The Mayor's unprecedented intervention has been successful in influencing the Government in increasing their funding allocations for UFSM, however, this still does not go far enough to address the levels of food insecurity that families are facing in London, and beyond. The Mayor will continue to call on Government to step forward and provide the funding to make this permanent.

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the funding

Details of the information we need from your borough in order to release funding have been sent to your Senior Responsible Officer (SRO).

ny team's immediate priority is to ensure that you can as soon as possible after this letter is received. Please [redacted] officer as a specific point of contact for your borough, [redacted] needed – your SRO will have details of your officer.

In order to access the funds promptly we would ask for your support to ensure that the grant agreement is signed and returned to us through Docusign as quickly as possible. Your SRO has received information about using the GLA OPS registration programme; this is the system which will be used to manage grant payments throughout the year.

I would like to thank you again for your leadership and support of the roll out of the UFSM programme – your time and efforts are vital to the success of the programme. Your feedback on specific issues has been extremely valuable and will continue to be so as we continue to roll out this important scheme.

Communications and resources

I am also pleased to enclose the following documents:

- a copy of the Mayor's letter to parents and families
- a copy of the Mayor's letter to borough leaders.

Please find attached again the tailored letter from the Mayor to families in your borough that was circulated to you last week. We again ask that you support the distribution of this communication from the Mayor to all affected families, parents or carers. How a borough or school chooses to distribute this communication is for agreement locally – this could be done through email, an app, a physical copy sent home with students, etc., and templates can be found on the [borough hub](#). As a reminder, the letter provides parents and carers with an explanation of the programme and signposting to your borough's website to find more information about registering for the Government FSM scheme.

As part of the rollout of the UFSM programme, the Mayor's investment must be promoted in any branding and communications. Alongside the direct communication from the Mayor, we ask you to promote the scheme to all affected families, parents or carers. The [borough hub](#) contains templates, guidance, examples of messages and copy to support with this.

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If you have any queries in the meantime, please do contact us at
[REDACTED] [@london.gov.uk](mailto:[REDACTED]@london.gov.uk) and the team will get back to you as soon as possible.

Yours faithfully,



Tunde Olayinka
Executive Director, Community and Skills