GREATER LONDON AUTHORITY

(By email) Our reference: MGLA280722-6126

Date: 20 September 2022

Dear

Thank you for your further correspondence which the Greater London Authority (GLA) received on 27 July 2022.

You have expressed dissatisfaction with the way the GLA has responded to a request for information that you have made. I am now responding to you under the GLA's internal review procedure in relation to case MGLA070422-8675.

Background

On 6 April 2022, you submitted the following request for information:

Could you please provide a copy of all written communication that took place between May 2021 and March 2022, between GLA officers and London Borough of Camden officers about the High Streets for all Challenge in Camden.

The GLA responded to your request on 26 May 2022 with the information¹ it held within scope of your request.

Your complaint

With regards to case reference MGLA070422-8675, you have submitted a complaint:

Thank you for providing some of the information requested. Sadly attachments to emails have not been forwarded

Could you please in particular send a copy of the stage 3 contract between Camden and the GLA.

Internal review

This internal review is conducted by someone who was not involved in the handling of the original request. I will now respond to each point of your request in turn:

¹ EIR - High Streets for All Challenge [May 2022] | London City Hall

GREATERLONDON AUTHORITY

• Copy of stage 3 contract

The draft contract referred to within the correspondence is attached at page 99 of the response. This is for the original seed funding. The stage 3 contract is another contract and relates to a separate but related application for additional funding. The GLA did not hold the completed stage 3 contract at the time your request was received, however this has now been completed and a copy is attached.

Outcome

I trust I have addressed your concerns. However, if you remain dissatisfied you may take your complaint to the Information Commissioner at the following address:

Information Commissioner's Office Wycliffe House Water Lane Wilmslow SK9 5AF http://www.ico.org.uk/complaints

Yours sincerely

Information Governance Officer

GREATER LONDON AUTHORITY

AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO HIGH STREETS FOR ALL: KILBURN HIGH ROAD

between

The Greater London Authority

-and-

The London Borough of Camden

THIS AGREEMENT is made this 27th July 2022

BETWEEN:

- (1) THE GREATER LONDON AUTHORITY whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA (the "Authority" or the "GLA"); and
- (2) **THE LONDON BOROUGH OF CAMDEN** whose principal office is at 5 Pancras Square, London, N1C 4AG (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 programme/project *High Streets for All: Kilburn High Road* by the provision of the GLA Funding to the Recipient.
- 1.3 Designated Capital and Revenue Funding and Recipient's Contribution
 The Recipient's statutory chief finance officer or other officer validly authorised to
 act on his or her behalf has certified that of the GLA funding: (a) one hundred and
 thirty-five thousand pounds sterling, (£135,000) will be used solely as a contribution
 to revenue expenditure; and (b) twenty thousand pounds, (£20,000) will be used
 solely as a contribution to capital expenditure, incurred in relation to the Project
 Objectives such certification being made on the basis that the Recipient's
 determination of capital expenditure accords fully with all laws and best practice, is
 estimated to deliver benefits that will accrue over a period of 15 years on average
 and on the basis that it will be recorded in the Recipient's accounts in this manner.
- 1.4 The Recipient's total costs of fulfilling the Project Objectives are two hundred and eight pounds sterling (£208,000), the Recipient has committed itself to meeting the Project Objectives and to using all reasonable endeavours to secure Additional

- Funding for use in meeting the Project Objectives (together the "Recipient's Contribution").
- 1.5 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.6 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.
- 1.7 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 Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement.

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 March 2023.

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
- (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.
- 4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Quarterly Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.
- 4.4 Where this Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation the Recipient shall do so, evaluating the impacts and outcomes of the Project in accordance (as a minimum) the self-evaluation template set out at Schedule 4.
- 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) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
 - (d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
 - (e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
 - (f) notify the Authority immediately if the Recipient 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); and (ii) Additional Funding received 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 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

- 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) the Recipient fails to apply the Recipient's Contribution to the Project Objectives, Milestones and/or Project Outputs;
 - (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;
- 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
- (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 one month's 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:
 - 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.
- 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 not:
 - (a) accept the GLA Funding acting in the capacity of a Relevant Enterprise; nor
 - (b) disburse the GLA Funding to a Relevant Enterprise,

where such Assistance has a monetary (or equivalent) value exceeding the Subsidy

Control Threshold.

- 8.4 In order to prevent any single Relevant Enterprise receiving Assistance in excess of the Subsidy Control Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:
 - obtain a completed Subsidy Control Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with such Assistance;
 - (b) only provide such Assistance to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Assistance received by that Relevant Enterprise from the Authority or any other public body or public source above the Subsidy Control Threshold;
 - (c) maintain copies of the Subsidy Control Disclosure Forms and information about the amount and nature of the Assistance provided for a period (in each and every case) of ten financial years after the date on which the Assistance is provided to the Relevant Enterprise in question; and
 - (d) permit the Authority, its auditors and agents access to the Subsidy Control Disclosure Forms and to any other related 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.
- 8.5 The Recipient shall notify the Authority when:
 - (a) the value of Assistance provided under the Project to any single Relevant Enterprise reaches the Assistance Trigger Point; and
 - (b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project.
- 8.6 Following the Recipient notifying the Authority in accordance with Clause 8.5, the Authority may consider what measures need to be implemented to ensure that any further Assistance received by the Relevant Enterprise complies with Subsidy Control Rules, including (without limitation) directing the Recipient not to provide the Relevant Enterprise with any further Assistance.
- 8.7 If the Authority directs it to do so the Recipient shall itself complete a Subsidy Control Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Assistance to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising any other

- applicable exemption or approval procedure to comply with the Subsidy Control Rules.
- 8.8 The Authority reserves the right to vary the requirements relating to Subsidy Control Rules in line with changes to legislation from time to time.
- 8.9 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(d).

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that, where appropriate, 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 license 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. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

12. Review, Consultation and Final Report

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall, not less than 7 days before the date of the relevant Review Meeting, submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Quarterly Monitoring Forms and shall include but not be limited to:
 - (a) the progress and delivery of the Project and Project Objectives, Milestones and/or Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
 - (b) the amount of Additional Funding secured by the Recipient;
 - (c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and

- (d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.
- 12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:
 - (a) 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

- 13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:
 - (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
 - (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and 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.
- 13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.
- 13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:
 - (a) 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 subcontractors undertake the Project and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
 - (a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
 - (b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.

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

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

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with 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 all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.
- 16.2 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.

17. Force Majeure

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

18. Definition of Terms

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

- **"Additional Funding"** has the meaning prescribed to that term in Clause 4.3 of this Agreement.
- **"Agreement Information"** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount.
- 18.3 "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).

- **"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.
- **"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.
- "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.
- 18.7 **"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.
- 18.8 "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.
- **"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.
- 18.10 **"Financial Year"** means the annual period from 1 April to 31 March.
- 18.11 **"FOIA"** has the meaning given to it in Clause 15.2.
- 18.12 **"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 willful 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.

18.13 **"GLA Funding"** means a sum of up to one hundred and fifty-five thousand pounds sterling (£155,000) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.

18.14 "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).
- 18.15 **"Intellectual Property Rights"** means copyright, patents, registered and unregistered trademarks, 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.
- 18.16 "Milestones" means the milestones set out in Part A of Schedule 2 for the Recipient's fulfillment of the Project Objectives set out in Schedule 1.
- 18.17 "Quarterly Monitoring Form" means the form to be completed and submitted to the Authority by the Recipient under Clause 4.3 in such form and containing such content as the GLA informs you from time to time"
- 18.18 **"Output Related Funding"** means, where applicable, the GLA Funding paid in respect of Project Outputs as set out in Part B of Schedule 2.
- 18.19 "Overall Unit Cost" means, where applicable, the total Output Related Funding divided by the number of Sustained Outcomes. [The overall unit cost for High Streets for All: Kilburn High Road programme/Project is one hundred and fifty fivepounds sterling (£155,000).]
- 18.20 "Project" means Camden Future High Streets: Kilburn
- 18.21 "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.
- 18.22 "Project Outputs" means the outputs including the Sustained Outcomes to be met by the Recipient as set out in Schedules 1 and/or 2, any annexure thereto 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.
- 18.23 "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.
- 18.24 "Quarterly Claim Form" means the form to be completed and submitted to the Authority by the Recipient under Schedule 2 which shall take the form of the template set out at Schedule 5.
- **"Recipient's Chief Financial Officer"** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- **"Recipient's Representative"** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- **18.27 "Recipient's Responsible Procurement Plan"** has the meaning given to it in Clause 13.3(e).
- 18.28 "Relevant Enterprise" means an entrepreneur, sole trader, partnership, firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding 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.
- **"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.
- 18.30 "Review Meeting" has the meaning given to it in Clause 12.2.
- **"Sub-Grantee"** means any person which the Recipient funds in whole or in part from the GLA Funding.
- **"Subsidy Control Disclosure Form"** means the form attached at Schedule 5 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 18.33 "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.
- 18.34 **"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).
- **"Sustained Outcomes"** means such Project Outputs described as such Schedules 10 and/or 2 or any annexure thereto.
- 18.36 "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.
- 18.37 **"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.
- 18.38 **"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.
- 18.39 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.

Executed and delivered for an on behalf of the)

GREATER LONDON AUTHORITY by:)

Authorised Signatory

Authorised Signatory

Philip Graham

Executive Director, Good Growth

Executed and delivered for an on behalf of the THE LONDON BOROUGH OF CAMDEN by:



Chief Planning Officer

Schedule 1 Project Description

Camden

Project Summary

Background

Kilburn is an energetic and creative neighbourhood of around 25,000 people within both Camden and Brent, with Kilburn High Road at its heart. The street is one section of the busy A5 corridor and forms the borough boundary. Designated a major town centre, Kilburn High Road is home to a retail cluster that supports 1,500 jobs and is a significant location for the hospitality, leisure and financial services sectors, each supporting approximately 600-700 jobs. Kilburn is a connected neighbourhood, well-served by public transport, with access to up to 6 bus routes at points along the street and access to both Underground services at Kilburn Station and Kilburn Park Station and Overground services at Brondesbury and Kilburn High Road.

The neighbourhood is home to a range of independent businesses, including support a designated NT3 evening and night-time economy of more than local significance sufficient to encourage visitors from outside the neighbourhood. Within and surrounding Kilburn High Road is a rich network of community organisations that deliver a range of services and initiatives – including those that provide opportunities for social interaction and fun, others that deliver celebratory cultural programmes and a number that support people to build the skills they need to live good lives. These organisations - experienced and skilled – could provide the backbone of and lead a transformative partnership in Kilburn. Early stage conversations highlight a desire to play a key role in actively delivering positive change in Kilburn's centre.

Rationale and objectives

Rationale

Both Camden and Brent Councils have a focus on Kilburn. This reflects the range of challenges that local people care about and raise. It is also a response to a significant number of planned and proposed projects and schemes that, collectively, provide an opportunity to improve the experience of Kilburn as a place, introduce new, welcoming spaces and exciting uses that provide opportunities for social and economic activity and public value.

Identified challenges

There are a number of challenges in Kilburn, documented within existing research undertaken by local groups, through Brent and Camden-led conversations and other consultations that have taken place.

Those challenges facing the high street include:

- Traffic dominance, congestion and high levels of air pollution
- Narrow and cluttered pavements
- Scarcity of greening along the high road
- Poor quality public realm and lighting
- Need to create a sense of arrival to Kilburn
- Lack of diversity within the high street offer in places
- Need for affordable workspace
- Fly-tipping and other anti-social behaviour
- Evening and night time economy requiring more support
- Lack of public space and underutilisation of existing spaces; and
- Prominent buildings not in active use
- Coordinated working across borough boundaries
- No Business Improvement District

Identified opportunities

Despite many challenges, there are a great many opportunities in Kilburn. The area has a vibrant, multi-cultural community, there are great local cultural organisations and venues and Kilburn is well connected by public transport. There are also many active and engaged groups and local organisations that do great work in the area.

The work in Kilburn comes a point at which several opportunities make for a period of potentially transformative change. There is a number of planned investments / projects in the area including:

- (a) Transport for London's (TfL) proposal to revitalise the arches adjacent to Kilburn Station
- (b) The boroughs' work with TfL to create safer and healthier streets in Kilburn
- (c) Camden's plan to rethink Kilburn Library and its role as a high street presence
- (d) Planning approval granted by Brent to redevelop the shopping parade within the privately owned Kilburn Square
- (e) Brent's plan to upgrade the lighting to enliven the sense of arrival at Kilburn Station
- (f) Brent's Brent Business Support Funds that will provide for shopfront improvements plus cleaning, lighting and greening projects

Objectives and approach

We are seeking to build an innovative an effective community partnership to help tackle Kilburn's challenges and make the best of those opportunities collectively. We want to empower residents, businesses and local groups and partners to shape their local high street

and take action. The GLA's High Streets for All Challenge represents a timely opportunity to make the most of those opportunities and to bring together the community and partners around a range of activity and action to create visible and measurable possible benefits for Kilburn High Road and the residents it serves

The Stage 3 approach has three key aspects:

- A vision through partnership: Scoping a participation model that works for Kilburn and serves to provide meaningful opportunities for local people to shape change in their neighbourhood
- Making it happen: Delivering projects to create a buzz around the work
- Unlocking Kilburn's underutilised assets: Activating assets that can support
 partnership building and provide the space required for networking, conversation and
 grassroots project development

The partnership

Kilburn

Kilburn is a neighbourhood that is rich in community organisations, including charities and resident-led groups. Fundamental to the work to create a transformative partnership in Kilburn, focused on collaborating to improve the town centre, is the opportunity to work with Power to Change to scope a Community Improvement District (CID).

£40,000 of the funding allocated by the GLA is ringfenced to support actions leading to the establishment of a CID, 50% of which will be released upon the production of a costed development plan. Desired outcomes for this ringfenced funding will result in CID pilot groups. Their stakeholders, will select their preferred CID model and gain a better understanding of where the CID fits strategically in terms of partnerships with other high street stakeholder and existing formal / informal area plans, along with greater awareness of the policy landscape including potential sources of funding for the CID - including potential revenue streams such as commercial trading, membership or supporter subscriptions, service agreements/contracts with local authorities and grants, etc. to work towards the sustainability of the group.

As a condition of the funding allocated, Camden will participate fully in the process of scoping a CID within Kilburn and engage fully with the appointed facilitator (The Means) to deliver the outcomes identified as part of that process within the agreed timeframe.

In scoping and developing any CID, we would look to build on existing partnership working in Kilburn that includes:

Working with London Borough of Brent:

 Partnership working between the local authorities that have responsibilities within Kilburn Town Centre is fundamental. Building on collaboration at Stage 2, the two councils have worked to create a Memorandum of Understanding that sets out key

- principles of our partnership and an initial group of projects to collaborate on, including the GLA-funded projects from Stage 2
- We will continue to develop this approach to collaboration at Stage 3, with the work to scope a CID for Kilburn an opportunity to do that and bring other local partners into the work in a more structured way

Working with TfL:

- The basis of TfL's involvement is their proposal to revitalise railway arches to the north of Kilburn through a scheme that would create a new 'street' comprised of commercial and community uses, connected with Kilburn High Road.
- TfL's participation provides the potential to identify opportunities for greater community involvement in the proposed scheme and to identify opportunities to deliver public value from the outset.

Working with other local organisations:

- At Stage 2, officers connected with a number of key local organisations to understand their work and priorities in relation to Kilburn Town Centre. This built on existing relationships that different council services have with those organisations.
- This work will pick up pace at Stage 3 as part of the work to scope a Community Improvement District for Kilburn.

The Assets

At Stage 3, we will maximize the potential of vacant and underutilized spaces in Kilburn to generate public value. There are three assets within Kilburn that we will focus on at Stage 3, as outlined below.

2c Maygrove Road

2c Maygrove Road is 48m sq. former fish & chips restaurant to the north of the neighbourhood. TfL has been indicated that this unit could offered to one or more local community groups, projects and/or initiatives that can activate the premises, diversify the high street offer and ensure public value for local people. The space will be available for meanwhile use(s) for up to 18 months, offered at peppercorn rent via a license agreement, with uses identified through an open call.

Kilburn Library

Kilburn Library is the only Camden Council-owned premises in Kilburn High Road. To introduce new uses, promote a circular economy and activate space within Kilburn Library, a vital local service located within Camden, we propose to deliver a Library of Things for Kilburn.

107 Kingsgate Road

107 Kingsgate Road is owned by Camden Council and was the home of Kingsgate Community Association. It is located on a road adjacent to Kilburn High Road. A number of community organisations occupied the building until its closure as a result of financial challenges. The council is exploring appropriate community-focused uses for the building and funding secured through the High Streets for All Challenge would be used to support that process and put local people at the heart of it.

The proposal

The table below outlines project specific details on the methodology adopted, the design, development and engagement work to be undertaken, procurement and design management arrangements — with reference to the potential involvement of GLA officers and input from the High Streets for All Expert Panel. Further information on governance and decision making processes can be found in the sub-heading following the table:

Project	Methodology	Design development and engagement	Procurement and design management arrangements	GLA involvement
Community Improvement District	To work with Power to Change and The Means to being together local groups in exploring: Making the CID model relevant for Kilburn Communications and engagement approach Governance How the CID will complement existing structures, such as BIDs, CEZs and neighbourhood forums, Sustainability Financial aspects of the CID model	Working with the Means to develop our approach to the scoping work	Power to Change has commissioned The Means to work with Camden and partners to scope a CID for Kilburn	Oversight of the work to ensure alignment with the High Streets for All Challenge Steering the work and helping to shape proposals
Brondesbury Bridge Mural	To work with an artist and local people to co-design a mural for Brondesbury Bridge that reflects the people of Kilburn and the neighborhood's identity	 Open call for artists Diverse panel of organisations and residents Co-design approach to 	 Open call for artists The design process will be overseen by the commissioned artist, with support from the 	 Involvement in the process from a design perspective Guidance based on Diversity in

Library of Things	To design and install a Library of Things for Kilburn Library, open to residents across he neighbourhood, enabling people to borrow high cost items that have a significant environmental impact — and creating related, complementary events To activate TfL-owned 2c	process, with artist expected to involve community at every step • Scoping supported by Libraries and Facilities Management officers • Kiosk designed and installed by Library of Things	local authorities, local arts organisations and the GLA • Library of Things to design and install the kiosk • Overseen by relevant Camden officers	the Public Realm work N/A
2C Maygrove Road	Maygrove Road for uses that diversify the high street offer and deliver public value for local people	 TfL will deliver a basic fit-out of the space Open call for ideas for uses Comms plan to ensure opportunity is shared widely Incoming tenants will be provided with small fund to make further changes to space 	TfL will deliver basic fit out of their building	 Sharing any best practice on meanwhile use fit out Sharing any best practice on supporting the meanwhile use project Support in identifying impactful uses for the space
107 Kingsgate Road	To scope a new uses, or range of uses, for the vacant 107 Kingsgate Road to both involve the local community in the process of scoping and to ensure that the final use(s) reflect local needs and aspirations.	Funding will be used to commission a partner to lead the co-design process and enable community participation in the scoping process	Camden would run a competitive process to secure a partner or the work – most likely seeking three quotes from prospective consultants	Sharing any best practice on community participation

Governance and decision making

Overarching governance

The projects outlined form part of the Camden Future High Streets Programme, which has established governance comprising an officer board, co-chaired by the Director for Economy, Regeneration and Innovation and Director for Environment and Sustainability and monthly lead member briefing with the Cabinet Member for Investing in Communities and the Cabinet Member for a Sustainable Camden. The work is also supporting by a bi-monthly officer strategy group between Camden and the London Borough of Brent (currently being formalised). The options for the governance model of the CID will be explored as part of the project and developed with stakeholders. Any formal decisions will be taken in accordance with the London Borough of Camden's formal processes.

High Streets for All Challenge governance

Officers from Camden Council will meet with GLA officers regularly to discuss progress with the work, most likely on a monthly basis with additional meetings where required.

Officers from Camden, Brent and TfL will meet with GLA officers on a monthly basis to discuss project progress and the work to develop the CID in Kilburn.

As the CID develops, it will be possible to bring local residents and organisations closer to the work. We will identify a way in which those residents and organisations can play a greater role in the direction of the planned projects – and in shaping planned and potential projects in Kilburn. This will most likely involve the development of a CID Steering Group for a wider network of partners.

Resource:

The project will be supported by officers from LB Camden and LB Brent, with a combined 2.0 FTE for the duration of the funding.

In addition to dedicated officer time from Camden, the work is supported by existing governance structures including Camden's Monthly Further High Streets Board, comprising strategic officers from across relevant Council Services as well as monthly meetings with the lead members. This is further supported by joint working with the London Borough of Brent.

Camden has recently launch the High Streets Crowdfund in partnership with Spacehive and has ring-fenced up to £360k of funding to support grassroots high streets projects. The first round is live now and a further round will take place in the spring. This is a borough-wide initiative, but we hope that this will include projects from local groups and businesses in Kilburn, building on planned activity in the area.

The project has secured up to £160,000 in match funding, including £123,000 of in kind support (i.e. officer time), and £35,000 of funding (i.e. LB Brent contribution to Brondesbury Bridge project).

Expected outputs

Summary: Stage 2 and Stage 3 key milestones and outputs

Stage project commen ced	Project	Milestones	Outputs
Stage 2	TfL's Kilburn Railway Arches project	 Undertake works Call for ideas Programming themed activities Delivery 	VisionMeanwhile use model
Stage 3	Community Improvement District	 Raising awareness Initial sessions to discuss opportunity Workshops to shape approach Develop action plan 	 Costed development plan Participation model Agreed legal status Action plan Funding strategy
Stage 3	Brondesbury Bridge Art Project	 Share brief Shortlist proposals Co-design concept Delivery 	 Local participation in design process A number of potential mural designs A mural designed with and for local people
Stage 3	Library of Things	 Identify 10-12 sq. m space within Kilburn Library Install Library of Things kiosk Marketing Evaluation 	 Increased footfall Reduced waste Linked circular economy events
Stage 3	2C Maygrove Road	 Further scope works Undertake works Call for ideas Programming themed activities Delivery 	 Community-led project ideas Range of events linked to high street objectives Meanwhile use model to replicate elsewhere
Stage 3	107 Kingsgate Road	Scope potential uses for building	Community-informed proposal for building

Risks

Risk	Rating	Mitigation
That we are too quick to identify deliverables and outcomes that they appear 'final' to local people and	M	 Ensure that we find the most appropriate model to bring people into the work and ensure genuine participation

discourage their involvement in the work		 Prioritise local involvement in the funded projects, including the work to design a mural 	
Community Improvement District: That interest in a partnership (e.g. CID) is low	L	 Conversations to date highlight a desire to connect work in Kilburn and find ways to collaborate on high street work Explore different partnership models that take into account partners' abilities to commit time to work Opportunity to scope a partnership from scratch – we can ensure that the principles and ways of working are shaped by partners from the start We can also focus on working with a core group of 5-6 partners and develop this over time 	
Community Improvement District: Uncertainty over the purpose and/or a lack of interest in the work	M	 Think very clearly about how to frame the opportunity to ensure some clarity, but to also emphasise opportunity to shape it Start small and develop the seed of an idea with that group (to a point) 	
Community Improvement District: A lack of coordination across the borough boundary makes the development of a vision and delivery of projects complicated	L	 Joint Camden/ Brent officer group set up and to meet regularly to monitor progress Drafted a shared MOU to guide effective partnership working Agreement to collaborate on a number of projects that would benefit from partnership approach 	
Brondesbury Bridge mural: Local people don't enjoy the mural	L	 Identify an artist capable to designing and delivering a high quality piece of work Ensure community participation is at the heart of the design process 	
Library of Things: Demand for the project is low and the impact reduced	L	 Work with Library of Things to scope the suitability of Kilburn Library as a location Develop a comms plan Develop a number of related events to build a wider programme focused on circular economy 	
2c Maygrove Road: Frustration with chosen use(s)	L	 Ensure an open process and enable people to express an interest Involve local people / organisations in the shortlisting process 	
107 Kingsgate Road: The council has other plans for the building	M	 The potential to use the funding to scope future, community-led uses for the building aligns with Camden's approach to participation Use the flexibility in how the funding is used to scope uses to ensure that community participation is at the centre of the work 	

Timetable

Activity	Start	End
Community Improvement District	February 2022	March 2023
Brondesbury Bridge Art Project	February 2022	October 2022
Library of Things	June 2022	Ongoing
2C Maygrove Road	March 2022	March 2024
107 Kingsgate Road	Early 2023	Early 2023

Achieving Social Value and EDI - Action Plan

The Mayor's equality, diversity and inclusion (EDI) strategy 'Inclusive London' sets out the future of London as a diverse, inclusive and integrated city, where everyone should be able to reach their full potential and prosper. The creation of diverse and accessible local places and economies are key aims of the Good Growth Fund, and the GLA is committed to work with their delivery partners through the fund to encourage social integration and champion inclusive growth in London. The Mayor and the GLA must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. Projects awarded funding will be required to meet the Public Sector Equality Duty and the Public Services (Social Value) Act 2012, and demonstrate this through regular reporting of progress.

With reference to the accompanying guidance notes, and using the template below, please outline the impact your project will have and how it will achieve social value for its proposed beneficiaries, and how as an organisation you will take steps to address equality, diversity and inclusion principles within the operation of your business. Where applicable you should outline how you propose to remove or minimise disadvantages suffered by people due to their protected characteristics, take steps to meet the needs of people from protected groups where these are different from the needs of other people and encouraging people from protected groups to participate in your project. Furthermore, please outline how you intend to monitor the impact on these different equalities groups' including disadvantaged groups and excluded groups.

To ensure the table is focused we recommend selecting five priorities areas related to the project, and five priority areas related to your organisation. Key actions relating to achieving social value and EDI should also be recorded in the milestone and funding schedule.

[PLEASE COMPLETE THE FOLLOWING TABLE AND IDENTIFY FIVE PRIORITY AREAS FOR EACH SECTION - PLEASE DELETE THE EXAMPLES IN ITALICS SHOWN AND REPLACE WITH AGREED PROJECT OBJECTIVES]

Objective		Current position/ Baseline	Action/ Task	When	Person responsible/ Resource Required	Measure of success
Pro 1	Community	hieving Social Value Regular contact	Reach out to an	February	Camden	Involvement
	Improvement	with a number of	initial group of	2022 (start	project	of local
	District:	local groups, but	local	work to	manager and	community
		collaboration	organisations	involve	CID	and resident
	To work with	around high street	reflective of the	partners)	consultants	groups in the
	local groups to	projects is limited	diversity of			work being
	develop a		Kilburn.			reflective of
	participation model that		Develop an			local diversity
	enables local		approach or			Focus of the
	people and		model that is			CID reflects
	groups to		inclusive to			the input of a
	collaborate in		ensure that the			range of local
			work of the CID			groups

	improving their		reflects the local			
	town centre		community			
	LOWIT CCITCIE		Community			
2	Brondesbury	No contact with	Sharing artist	March	Camden and	Proposals
_	Bridge Art	local people or	brief with a	2022 (to go	Brent project	from a
		groups on this	diverse range of	public with		_
	Project:			the artist	managers	diverse group
	Callabaratawith	project to date	groups		and	of artists
	Collaborate with		Dunning on (one)	brief)	commissione	Diversity
	groups (with		Running an 'open		d artist (tbc)	Diversity of
	protected		call' for proposals			panel
	characteristics)		C			Attoriodorio
	within the		Convening a			Attendance
	existing		diverse panel to			at workshops
	community as		assess proposals			and
	part of the		A			engagement
	development,		Appoint a			programme
	delivery and		suitably qualified			is reflective
	legacy of the		artist to develop			of the
	project		and carry out co-			diversity of
			design			the local
						community
						Final project
						Final project
						reflects the
						input of a
						diverse
						selection of
_	Library of Things	No contrat with	Investora la carl	luna 2022	Camden	local groups
3	Library of Things:	No contact with	Involve local	June 2022		Involvement
	To oncuro	local people or	people in the	(to install	project	in designing the LoT
	To ensure	groups on this	design of the LoT	the LoT in	manager,	
	widespread	project to date	- incl. the items	Kilburn	Libraries staff	reflects local
	awareness of,		to borrow	Library)	and Library	demographic
	and inclusive		Davids		of Things	S
	access to, the LoT		Develop an			Camilaa
	- and that access		engagement			Service use
	to		approach that			being
	complementary		reaches local			reflective of
	events reflects		organisations			local diversity
	the diversity of		that work with a			144 a m of
	Kilburn		diverse range of			Attendance
			Kilburn residents			at
						complement
						ary events
						reflecting the
Ļ	2:14:	1.11.1		0.0	Const.	local diversity
4	2c Maygrove	Initial contact with	Run an open call	March	Camden 	Proposals
	Road	a number of local	for ideas that	2022	project	from a
	_	and non-local	respond to our	(sharing	manager, TfL	diverse group
	To ensure an	groups on the	brief	the open	project	of people
	open opportunity	project		1	manager and	1

	to propose and deliver meanwhile uses and to identify uses that deliver public value of relevance to Kilburn's diverse community		Convene a diverse panel of people to select the most appropriate uses from shortlist	call for proposals)	meanwhile use leads (tbc)	Attendance at meanwhile use(s) reflecting the local diversity
5	107 Kingsgate Road To ensure that a diverse and representative group of local people have the opportunity to share the future of an important local community asset within Kilburn	Initial contact with a number of local on the project	Tbc	Tbc	Tbc	Tbc
1 1	ganisation Objective Being an inclusive organisation to staff from Black, Asian and other ethnic background.	s - Addressing Equality We have a Race Equality Action Plan. The plan sets out over 30 actions. Many of these have been completed and many we are currently working on.	Some of the 30 actions we are working towards are: Improving our routes for reporting racism. Ensuring our end to end recruitment and selection processes are fair and unbiased. All staff to attend an Anti-Racism Learning Offer.	Ongoing Ongoing By August 2022	Many people are responsible for this work, including: Director of People and Inclusion, Diversity and Inclusion Programme Lead and Resourcing Manager	We run an annual Diversity and Inclusion staff survey which allows us to see how staff experiences are changing over time. The next survey will be in May 2022. We monitor the demographic s of our candidates and final appointment s.

<i>2</i>	Being an inclusive organisation to LGBTQ+ staff.	We ranked 47th on Stonewalls 2022 list of Top LGBT inclusive Employers. We are the highest ranked council.	We ae currently developing and LGBTQ+ Equality Action Plan, in consultation with LGBTQ+ staff. This will hold us to account on the continued work we're doing to ensure we're creating an inclusive environment where all LGBTQ+ staff feel valued, safe and respected every day.	June 2022	Many people are responsible for this work, including: Director of People and Inclusion, Diversity and Inclusion Programme Lead and Director of Equalities and Disproportio nality	Numbers of attendees of training and post-training evaluations We run an annual Diversity and Inclusion staff survey which allows us to see how staff experiences are changing over time. The next survey will be in May 2022. We have commissione d Stonewall to undertake in-depth interviews with LGBT+ staff to gain a better understandin g of their experiences at Camden, and any barriers they may face We run an
3	inclusive organisation to disabled staff.	disability charter which sets out actions. Many of these have been completed and many we are	actions from the charter we are currently working towards are:		are responsible for this work, including: Director of People and Inclusion and	annual Diversity and Inclusion staff survey which allows us to see how

	currently working	Changing offices	End of	Diversity and	staff
	on.	to make them	2022	Inclusion	experiences
		more accessible.		Programme 	are changing
		Controlising the		Lead	over time.
		Centralising the budget for			The next
		workplace	End of		survey will be
		adjustments.	2022		in May 2022.
			Du Amril		Numbers of
		All people	By April		Numbers of
		managers to	2023		attendees of
		attend a			training and
		Disability			post-training
		Learning Offer.			evaluations

Schedule 2 Funding Schedule

Part A: for Milestone Related GLA Funding

- 1. On achievement of the Milestones, the Recipient shall submit a Quarterly Claim Form (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its Chief Financial Officer (which shall mean (i) 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 or, (ii) where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf ("Recipient's Chief Financial Officer")) to the Authority for the appropriate amounts as set out in this Schedule 2 for the relevant Milestone, such claims to be accompanied by:
 - (a) a completed Quarterly Monitoring Form together with such evidence and other information as the Authority may reasonably require; and
 - (b) such other evidence and information as the GLA may require from time to time (as set out in this Schedule 2 or otherwise).
- 2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with this Schedule 2, within 30 days of receipt of a valid invoice which the Recipient may issue following approval by the Authority of valid Quarterly Claim Forms submitted in accordance with paragraph 1 above.
- 3. If the record referred to in Clause 6.1(g) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(g) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

Section 1 - Milestone Funding Table

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
Brondesbury Bridge Art Project a. Community co-design workshops completed b. Installation of selected design(s) c. Project completion	15 th August 2022 15 th October 2022 November 2022	Brief and tender responses Contract and Purchase order Photographs and site visit Evidence of match funding if applicable	£35,000
Design and fit out for meanwhile use project(s)			
a. Working with the project participant(s) to design and fit out 2c Maygrove Road and personalise the space prior to moving in	1 st September 2022	 Meanwhile space fit out brief and agreed scope of works Purchase order Site visit / photographs Evidence of match funding if applicable 	£10,000 capital
b. Testing new approaches to meanwhile use in 2c Maygrove Road or 107 Kingsgate Road – incl. focus on circular economy principles, flexible spaces and/or new uses	1 st November 2022	 Brief and agreed scope of works Purchase order Site visit / photographs Evidence of match funding if applicable 	£10,000 capital
Delivery of a Library of Things kiosk within Kilburn Library – incl. installation and ongoing maintenance	15 th September 2022	 Brief and RFQ documents Purchase order Site visit / photographs Evidence of match funding if applicable Warranty document 	£40,000
Agree a costed development plan for a Kilburn Community Investment District	1 st October 2022	 Costed development plan Purchase order(s) Evidence of match funding if applicable 	£20,000

Developing a costed development for the CID in Kilburn	1 st September 2022	Costed development planPurchase order(s)	£20,000
Feasibility plan for 107 Kingsgate Road	1 st October 2022	 Feasibility brief Procurement of consultants Contract and purchase order Scoping documents Evidence of match funding if applicable 	£20,000

Please note – the costs outlined within the table above are approximate. Camden will regularly discuss progress with projects and costs with the GLA, including where funding can be reallocated to other aspects of the work, to ensure that there is opportunity to make the best use of the funding allocated.

<u>Section 2 – Quarterly Claim, Milestones and Declaration forms</u>

This section includes the key documents required for the claiming of expenditure (examples only- grant claim forms will be sent as required per quarter)

GREATER LONDON AUTHORITY Co Organisation Project name GLA Lead

use	r right manage.		For internal use	Datesubmitted to GLA Programm eManager:				
Conte	Contents			Guidance				
Section I		Please submit an electronic copy of this claim forms igner Bectronic copies should be returned to: your project man Please attach evidence of expenditure (see section II for g	nager and programmema	neger.				
	vidence).							

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

GREATER LONDON AUTHORITY Section I: Quarterly Claim Form Guidance Organisation Project Name Quarter Name(s) of officer applying for grant Position in organisation Email address Correspondence address Postcode Telephone Number Mobile Number

GREATER**LONDON**AUTHORITY

Section II: Milestones and Grant Claim

Guidance on completing table:

- Caldance on completing table:

 A: Each Claim should have a unique ID. It should be in the order it is listed in on the claim form. Mark the claim form with the unique ID given below.

 B: Projects should match with the projects set out in Schedule 2 of the funding agreement.

 C: Workstream should match the projects set out in Schedule 2 of the funding agreement.

 D. Milestones should match with the milestones set out in Schedule 2 of the funding agreement.

 C: Only submit evidence relevant to this particular claim. Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transaction listings from your finance management system showing actual expenditure.

 F: Self-explanatory

 G: Burdest Pobuld match the Nuclear set out in Schoolule 2 of the funding agreement.

- C. Budget should match the budget set out in Schedule 2 of the funding agreement.

 H. Cumulative spend to date on this project against this milestone (i.e to include all previous claims against this milestone if relevant)

 I. Total amount claiming for this item in this claim.

					F. Supplier			get (£)	H. Cumulative s	pend to date (£)	I. Claim from	the GLA (£)
	A: Unique ID	B: Project	C: Workstream	D: Milestone	E: Evidence	name and invoice number	Capital	Revenue	Capital	Revenue	Capital	Revenue
eg.												
			TOTAL				0.00	0.00	0.00	0.00	0.00	0.00

GREATER LONDON AUTHORITY

Section III: Dedaration and undertaking

Guidance

We declare that:

- · We have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this daim refers.
- · The information on this form is correct to the best of our knowledge and belief and I/ we accept full responsibility for it;
- We undertake that we will keep accounts, invoices and receipts for 5 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers;
- We have taken delivery of and/ or incurred expenditure on the project objectives for which we are claiming grant and our claim coversonly the
 amount separation the items described in this form. Our claim is for the net costs of the items, excluding recoverable VAT.
- · We undertake that we will not ify the GLA immediately in writing or by email of any changes to the details provided in this form.
- · We confirm that this claim is for the following amount and relatest o the following daim period:

Capital	Q4

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

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

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

GLA Funds	Project Lifetime Budget	(insert year) Budget	FY (insert year) YTD	(insert year) Remaining Budget	Future Years Budget*
Capital					

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

Match Funds	Project Lifetime Budget	(insert year) Budget	FY (insert year) YTD	(insert year) Remaining Budget	Future Years Budget*
Capital					

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

Total Project Budget (inc	Project Lifetime	(insert year) Budget	FY (insert year)	(inseryear)	Future Years
GLA and Match funds)	Budget		YTD	Remaining Budget	Budget*
Capital					

Please forecast below expenditure amounts relating to 17/18 which is unable to be processed and validated through your finance system in time for this Q4 Claim submission.

Forecast for remaining (Forec	ast(£)	Comments
insert year) expenditure	Capital	0.00	
Carry Forward Request for	(£)		Comments
(insert year)	Capital	0.00	

^{*} To be completed if agreed with GLA Project Manager

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

Signature	Name in BLOCK letters	Position	Date

Schedule 3 The Authority's Logo

SUPPORTED BY
MAYOR OF LONDON



Schedule 4 <u>Self-Evaluation Template</u>

Use this template where the Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation. Use this template to evaluate the impacts and outcomes of the Project. The Recipient must, as a minimum, provide all of the information indicated below.

Project Name and Summary

4.0

5.0

Project Aims and Objectives

Boro	ugh/Organisation Name	
GLA	Project Manager	
Mana	ager completing the self-evaluation	
Total	GLA Funding for Project	
Total	lifetime cost of Project	
Othe	r public/private investment	
Actu	al Project start date	
Actu	al Project end date	
1.0	Executive Summary	
2.0	Methodology	
3.0	Project Background, Context and Rationale	

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

Schedule 5

Subsidy Control Disclosure Form

The GLA is considering giving Assistance or the equivalent of Assistance provided under Paragraph 4, Article 3.2 of Part Two of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland up to a maximum of the GLA Funding in relation to the Project.

The GLA is required to check whether you will have received Assistance which, when combined with the proposed GLA Funding, exceeds the Subsidy Control Threshold as defined in Clause 18.35.

Please note if you are part of a group of companies your declaration needs to relate to all subsidy or public funds received by all entities within that group for these purposes.

If you have (in this fiscal year or the 2 fiscal years prior to that) received any Assistance or public funding in respect of costs to which you are intending to apply and to be provided to you under the Project you must inform the GLA (through the contact provided below) of details of such sums by completing the tables set out below. If you have received no such funding please insert "None" in the Amount column in the relevant table(s).

Please also provide details of any subsidy not yet received but which you already have a legal right to receive during the remainder of this fiscal year.

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

Recipient of	Purpose of	Amount	Date
Assistance/funding	Assistance/funding		
Camden Council	Stage 2 GLA High	£20,000	Date: 23/11/2021
	Streets for All		
	funding to support		
	high street		
	improvements in		
	Kilburn		

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

Name	Position	Signature	Date

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:	High Streets for All Challenge
Description/Purpose of the grant: Brief explanation	This project will build an innovative an effective community partnership to help tackle Kilburn's challenges and make the best of those opportunities collectively. It will empower residents, businesses and local groups and partners to shape their local high street through a range of activity and action to create visible and measurable benefits for Kilburn High Road and the residents it serves
The grant is for a total of:	£155,000
The grant is awarded on:	2022/08/10
The grant covers the following time period:	From 2022/08/10 to 2023/03/31
It is awarded to:	London Borough of Camden
The recipient is:	A voluntary and community sector organisation: A social enterprise: Other: If "Other" please provide more detail
Company or charity registration number:	Company number: Charity number:
It was awarded by:	Regeneration, Regeneration and Planning
The award of this grant was formally approved by:	MD2739

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.	<u>@london.gov.uk</u> / Post Point 11 /
Tel extension:	