

# GREATER **LONDON** AUTHORITY

(via wdtk)

Our reference: MGLA270824-9886

1 October 2024

Dear

Thank you for your request for information which the Greater London Authority (GLA) received on 25 August 2024. Please accept our apologies for the delay in responding to you.

Your request has been considered under the Freedom of Information Act (Fol) 2000.

**You requested:**

In 2021 you provided information on Newham's application for a Good Growth grant. You said the reason for incomplete information was that "a recommendation or decision was in the course of completion". Please see MGLA160221-5996<sup>1</sup>

Now that the grant has been given, please can you send Newham's completed Grant application, to include its Project Objectives. A blank draft with the title "Agreement for the provision of Grant relating to Green Street and Queen's Market [15632] between The Greater London Authority -and- London Borough of Newham." was in the reply MGLA160221-5996.

Please also send these completed sections

- "Schedule 1 Project description" (including Aims, Elements and Design Management arrangements)
- "Achieving Social Value and EDI - Action Plan".

**Our response to your request is as follows:**

Please find attached the information that the GLA holds within the scope of your request.

Please note that some names of members of staff are exempt from disclosure under s.40 (Personal information) of the Freedom of Information Act. This information could potentially identify specific employees and as such constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

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<sup>1</sup> [EIR - Good Growth Fund Queen's Market LB Newham \[Mar 2021\] | London City Hall](#)

# GREATER**LONDON**AUTHORITY

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA270824-9886.

Yours sincerely

## **Information Governance Officer**

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

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

## OPEN PROJECT SYSTEM

## Project Elements

London Borough of Newham

Active Version 4 Approved on 13/01/2021 View History

Project ID: **P15632**[◀ PREVIOUS BLOCK](#)[NEXT BLOCK ▶](#)**Project element name**

Queens Market

**Project element postcode**

E13 9BA

**Which of the following project types best describes this element?**

Street markets and shops

**Based on your Project Type choice, refer to your guidance notes and provide the sub-type that best describes this element**

Market infrastructure, shop or building frontage improvements

**Briefly describe this element of the project, including how it addresses your overall project aims, who the key beneficiaries will be, and how they will benefit from this intervention**

Project Element (also see Logic Chain):

1. Design development and implementation of the top three priority ideas/interventions identified through the engagement workshops with traders, businesses and the local community – new flooring, better facilities (i.e. public toilets) and new lighting.
2. Subject to further funding, explore the opportunities around the development and implementation of further project ideas to support the aims of this project.
3. Work with the existing traders to understand the types of new capital infrastructure that would help support their business/trading and operation.
4. Develop and implement a management and maintenance plan for the market to help address and rectify some long standing issues relating to the market building.
5. Programming of community events and activities in connection with the Creative Well-being Space to support the market and drive footfall and spend.
6. Potential for the curation of a new market offer on either a Monday or Wednesday led and managed by the appointed workspace provider with a focus around supporting the creative industries and the Council's Community Wealth Building agenda

Beneficiaries:

The beneficiaries of these project elements:

- 1) existing traders and retailers
- 2) new traders and retailers
- 3) local residents and the wider catchment of the market; and,
- 4) businesses on the high street

**Which of the following options best describes this part of the project?**

Improvement of an existing facility/service

**What stage of development is this element of the project currently at?**

Pre-feasibility

**How long will this element of the project be in operation?**

Meanwhile: 1-5 years

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**Project element name**

Public Space

**Project element postcode**

E13 9BA

**Which of the following project types best describes this element?**

Public realm and green spaces

**Based on your Project Type choice, refer to your guidance notes and provide the sub-type that best describes this element**

Public realm in a high street, play space, public art commission

**Briefly describe this element of the project, including how it addresses your overall project aims, who the key beneficiaries will be, and how they will benefit from this intervention**

Project Elements (also see Logic Chain):

1. Design development and implementation of the top three priority ideas/interventions identified through the engagement workshops with traders, businesses and the local community, namely street trees, greening and new pedestrian crossing.
2. Subject to further funding, explore the opportunities around the development and implementation of further project ideas to support the aims of this project.
3. To provide more points of interest for the spaces through cultural programme of the spaces and public art commissioning in connection with the Creative Wellbeing Space project.
4. Removal of existing on-street toilets and to be replaced new facilities within the market.

The beneficiaries are:

- 1) existing & new traders and retailers
- 2) local residents & wider catchment
- 3) businesses on the high street
- 4) Creative Newham partners

**Which of the following options best describes this part of the project?**

Improvement of an existing facility/service

**What stage of development is this element of the project currently at?**

Pre-feasibility

**How long will this element of the project be in operation?**

Meanwhile: 1-5 years

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**Project element name**

Affordable Workspace

**Project element postcode**

E13 9BA

**Which of the following project types best describes this element?**

Workspace

**Based on your Project Type choice, refer to your guidance notes and provide the sub-type that best describes this element**

Studio and shared office space targeted at the Creative Industries, artist workspace and light industrial space

**Briefly describe this element of the project, including how it addresses your overall project aims, who the key beneficiaries will be, and how they will benefit from this intervention**

Project Elements (also see Logic Chain):

1. Creation and provision of up to 1400 sqm of new meanwhile affordable workspace, using underutilised first floor car park.
2. To test the top three priority ideas for the programming and use of the affordable workspace identified through the engagement workshops with traders, businesses and the local community into the tender specification. The top three priorities were: workspace for hire, 16-21 years workspace programme and Made in Newham. All these priorities reflects the communities ambition to support community wealth building initiatives.
3. Letting a contract for a delivery partner to work alongside the design and project team to develop, implement and operate the affordable workspace provision
4. Programme the use of the affordable workspace with existing partners such as Fashion District, Creative Newham and Newham College and University of East London

The beneficiaries are:

- 1) residents and businesses based in the borough
- 2) Creative Newham partners
- 3) Further and higher education organisations based in Newham
- 4) Creative Industries in London

**Which of the following options best describes this part of the project?**

New facility/service

**What stage of development is this element of the project currently at?**

Early stage feasibility

**How long will this element of the project be in operation?**

Meanwhile: 1-5 years

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**Project element name**

Creative Wellbeing Space

**Project element postcode**

E13 9BA

**Which of the following project types best describes this element?**

Cultural venues

**Based on your Project Type choice, refer to your guidance notes and provide the sub-type that best describes this element**

Cultural Venues - Arts centre, gallery space and other (public art and cultural programme, public art commission and artist workspace)

**Briefly describe this element of the project, including how it addresses your overall project aims, who the key beneficiaries will be, and how they will benefit from this intervention**

Project Elements (also see Logic Chain):

1. To secure and design up to 385 sqm of vacant retail space for a new community space with the core focus on arts, culture and wellbeing.
2. To provide a café facility that is open to the public and which promotes healthy diet choices
3. To test the top three priority ideas for the programming and use of the Creative Wellbeing Space identified through the engagement workshops with traders, businesses and the local community into the tender specification. These were a wellbeing space, a cafe with al fresco dining utilising part of the public space outside and, a similar concept to Hackney Pirates to support young people.
4. Letting a contract for a delivery partner to work alongside the design and project team to develop, implement and operate the Creative Wellbeing Space.
5. To fit out the facility to ensure that its flexible enough to accommodate a range a different creative disciplines i.e. gallery, performance and rehearsal space etc
6. To provide artist studio and artist in-residence programmes which support socially engaged practices and space with a particular focus on well-being

The beneficiaries of these project elements:

- 1) existing traders and retailers;
- 2) new traders and retailers; and,
- 3) local residents and the wider catchment of the market

**Which of the following options best describes this part of the project?**

New facility/service

**What stage of development is this element of the project currently at?**

Initial feasibility

**How long will this element of the project be in operation?**

Meanwhile: 1-5 years

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**Project element name**

Air Quality

**Project element postcode**

E16 2QU

**Which of the following project types best describes this element?**

Air quality enhancements

**Based on your Project Type choice, refer to your guidance notes and provide the sub-type that best describes this element**

Net increase in green cover and number of trees planted

**Briefly describe this element of the project, including how it addresses your overall project aims, who the key beneficiaries will be, and how they will benefit from this intervention**

Project Elements (also see Logic Chain):

1. To contribute to improvements in air quality through introduction of new trees and greening.
2. To provide more infrastructure to support sustainable forms of transport for shoppers i.e. more bike stands.
3. To upgrade the public space and realm adjacent to the market to encourage walking and greater user by residents and shoppers.

**Which of the following options best describes this part of the project?**

Improvement of an existing facility/service

**What stage of development is this element of the project currently at?**

Pre-feasibility

**How long will this element of the project be in operation?**

At least 5

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**Project element name**

High Street

**Project element postcode**

E16

**Which of the following project types best describes this element?**

Public realm and green spaces

**Based on your Project Type choice, refer to your guidance notes and provide the sub-type that best describes this element**

Increase in visitor satisfaction, public art commission, community infrastructure created (by type)

**Briefly describe this element of the project, including how it addresses your overall project aims, who the key beneficiaries will be, and how they will benefit from this intervention**

Project Elements (also see Logic Chain):

1. Install new decorative infrastructure along Green Street.
2. New creative installations for the street (subject to private sector funding)
3. Close the high street to traffic at certain times of the year for various festivals (Diwali, Eid, Christmas etc)
4. Develop the project, solutions and creative ideas for installations through co-design with businesses and the local community

The key beneficiaries are:

Local businesses

Newham Residents

Newham based colleges and universities

Young people/schools

**Which of the following options best describes this part of the project?**

New facility/service

**What stage of development is this element of the project currently at?**

Pre-feasibility

**How long will this element of the project be in operation?**

Up to 7 years depending on funding for installations



## OPEN PROJECT SYSTEM

## Project Aims

London Borough of Newham

Active Version 4 Approved on 13/01/2021 View History

Project ID: **P15632**[◀ PREVIOUS BLOCK](#)[NEXT BLOCK ▶](#)**Aim title**

Queens Market - short to medium term capital improvements

**Aim description**

Key issues:

There has been a lack of investment in the indoor market building over the last 15 years. We will be assessing the long term opportunities for the site which will include a new indoor market with improved trader facilities, neighbourhood and health centres, affordable workspace and retail.

The Council wants to increase the number of traders and footfall to the market and promote it as a destination to support the wider town centre. The local community has expressed a view that there is a lack of variety currently available. The existing infrastructure does not support a diversification of the offer, coupled with no usable space for community activities/events.

Aims (also see Logic Chain):

1. To improve the appearance and function of the existing market building and facilities
2. To increase the level of footfall and spend to the market
3. Provide better infrastructure for the traders
4. Maintaining the number of pitches and core purpose of the market
5. Encourage the take up of vacant pitches especially from those with protected characteristics

**Aim title**

Green Street - new and improved public spaces

**Aim description**

Issue:

There is a lack of public space across the town centre. The largest space is adjacent to the market are currently underused and attract anti-social behavior.

Aims (also see Logic Chain):

1. To improve the look, feel and function of the public space adjacent to the market
2. To provide more opportunities to encourage greater use of the public space by people of all ages (i.e. rest/relax and play spaces)
3. To animate and make the public spaces more attractive through public art
4. To improve the legibility and wayfinding to and from the market
5. To help to improve air quality and increase the amount of greening in the town centre

6. To support the Council's ambition to increase the level of sustainable and active travel

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**Aim title**

Affordable Work Space

**Aim description**

Issues:

There is a lack of affordable workspace in Newham and in particular Green Street. There are a number of Newham residents and businesses that have expressed concerns regarding the affordability of workspace (especially co-working space) that is accessible in the borough. Land value increases mean that small SME's or start up businesses cannot easily afford to lease market value properties, especially in town centres.

Aims (also see Logic Chain):

1. To provide up to 1400 sqm of truly affordable workspace provision which is currently lacking in Green Street
2. To establish Green Street as an affordable workspace hub for the creative industries
3. To target and prioritise Newham based residents and businesses working within the creative industries, especially under-represented sectors to support prosperity and community wealth building
4. To link the workspace offer so it supports the market and community arts space
5. To secure an experienced workspace provider to develop, implement and operate the new workspace provision
6. Use any income from affordable workspace to support local community wealth building initiatives

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**Aim title**

Creative Wellbeing Space

**Aim description**

Issues:

Research illustrates that Green Street residents have one of Newham's lowest engagement rates in arts and cultural activities. It also evidences that the local community are less likely to travel outside the area to engage with cultural events and experiences. Coupled with these two issues is the fact that the area lacks community and cultural spaces especially centred in or around the high street.

Aims (also see Logic Chain):

1. To reduce the number of vacant retail units (up to 385 sqm) and re-purpose these for creative and cultural use
2. To provide more opportunities for residents to access creative and cultural programmes
3. To promote social and community integration and a greater understanding of arts
4. To support the Council's wider programmes around youth, education and community wellbeing
5. To activate underutilised public space in front of the Hamara Ghar through the programming of the internal and external spaces (also see public realm theme)
6. To act as a Green Street anchor to support the vitality and offer

of the town centre to encourage more footfall  
7. Supports Newham artists from diverse backgrounds whom are centred on socially engaged practices

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**Aim title**

Air Quality

**Aim description**

Issue:

Parts of Newham has some of the worst air quality of any London borough. The Council wants to encourage businesses and residents to start to convert to more sustainable forms of transport (public and private).

Aims (also see Logic Chain):

1. To improve air quality in the town centre
2. To support the conversion to more sustainable modes of transport for shoppers by providing better infrastructure i.e. bike stands
3. To increase the amount greening in the public space adjacent to the market

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**Aim title**

High Street Recovery

**Aim description**

Issue:

The pandemic is having a massive impact on Green Street retailers with trade and footfall down as much as 50 to 70% during the lockdowns. Some businesses have seen customers switch to online shopping with other retailers/competitors (both nationally and internationally), as they do not have a strong or developed online/e-commerce presence.

Aims:

1. Attract more footfall and greater interest in Green Street
- 2.. To support local businesses and the recovery of the high street
3. To enhance the overall cultural offer of the area and the borough
4. To encourage partnerships between high street businesses, artists and design students
5. Provide more opportunities to support community wealth building through training and supply chain opportunities

## Logic Chain

Good Growth Bid Themes	Context and Rationale	Aims and Objectives	Project Design and Activities	Project Outputs and Outcomes
<b>Queens Market</b>	<p><b>Challenges:</b></p> <ol style="list-style-type: none"> <li>Under investment over the last 15 years resulting in poor lighting levels, uneven surface, poor facilities for shoppers and traders (toilets), poor overall cleanliness and general appearance of the building, a lack of signage</li> <li>Reduction in the level of footfall and spend at the market</li> <li>Parking charges versus poor air quality/town centre congestion</li> <li>Lack of flexible community space in the town centre for informal activities and/or social interaction outside market trading hours</li> <li>Underutilisation of space</li> <li>Average of 25% pitches vacancies</li> <li>No active use or programming of the space on non-market days</li> <li>Approximately only 20% of traders are female</li> </ol> <p><b>Policies:</b></p> <ul style="list-style-type: none"> <li>Community Wealth Building: <i>Improve and increase employment opportunities for residents</i></li> <li>Bright Futures: <i>Increase the range of activities, support, and training available to young people</i></li> <li>Building Communities: <i>Increase community engagement in development of neighbourhoods</i></li> <li>An environment for all: <i>Create a fair and consistent parking scheme for local residents and businesses; and, Increase the use of sustainable transport methods</i></li> <li>An efficient and effective Council: <i>Increase openness and transparency, and improve local democracy to genuinely involve residents in decision making</i></li> </ul>	<p><b>Key aims and objectives:</b></p> <ol style="list-style-type: none"> <li>To improve the appearance and function of the existing market building and facilities</li> <li>To increase the level of footfall and spend to the market</li> <li>Provide better infrastructure for the traders</li> <li>Maintaining the number of pitches and core purpose of the market</li> <li>Encourage the take up of vacant pitches especially from those with protected characteristics</li> </ol>	<p><b>Project Elements:</b></p> <ol style="list-style-type: none"> <li>Design development and implementation of the top three priority ideas/interventions identified through the engagement workshops with traders, businesses and the local community – new flooring, better facilities (i.e. public toilets) and new lighting.</li> <li>Subject to further funding, explore the opportunities around the development and implementation of further project ideas to support the aims of this project.</li> <li>Work with the existing traders to understand the types of new capital infrastructure that would help support their business/trading and operation.</li> <li>Develop and implement a management and maintenance plan for the market to help address and rectify some long standing issues relating to the market building.</li> <li>Programming of community events and activities in connection with the Creative Well-being Space to support the market and drive footfall and spend.</li> <li>Potential for the curation of a new market offer on either a Monday or Wednesday led and managed by the appointed workspace provider with a focus around supporting the creative industries and the Council's Community Wealth Building agenda</li> </ol>	<p><b>Good Growth Core Measures:</b></p> <ol style="list-style-type: none"> <li>Commercial space being created/improved</li> <li>Increase in footfall</li> <li>Increase in visitor satisfaction</li> <li>New jobs being created and existing jobs being safeguarded</li> <li>Number of people who participate in a project</li> <li>Sense of belonging to an area</li> </ol> <p><b>Other Outputs:</b></p> <ol style="list-style-type: none"> <li>1.3 Physical design that encourages people from different backgrounds to meet and to interact</li> <li>1.6 Products/projects/services developed through co-design</li> <li>2.4 Signage / gateway features provided or improved (e.g. new way finding features)</li> <li>3.3 Start-ups/SMEs/Artists benefitting from low cost space</li> <li>6.8 Perceptions of safety during night and day</li> </ol>
<b>Public Realm</b>	<p><b>Challenges:</b></p> <ol style="list-style-type: none"> <li>Under investment in the public realm and space surrounding the market</li> <li>Lack of large public spaces in the town centre</li> <li>Public space not actively used by residents and attracts high level of anti-social behaviour</li> </ol>	<p><b>Key aims and objectives:</b></p> <ol style="list-style-type: none"> <li>To improve the look, feel and function of the public space adjacent to the market</li> <li>To provide more opportunities to encourage greater use of the public space by people of all ages (i.e. rest/relax and play spaces)</li> </ol>	<p><b>Project Elements:</b></p> <ol style="list-style-type: none"> <li>Design development and implementation of the top three priority ideas/interventions identified through the engagement workshops with traders, businesses and the local</li> </ol>	<p><b>Good Growth Core Measures:</b></p> <ol style="list-style-type: none"> <li>Number of people who participate in a project</li> <li>Increase in footfall</li> <li>Increase in visitor satisfaction</li> </ol>

	<ol style="list-style-type: none"> <li>Ensuring the right balance and types of activation to protect amenity but encourage greater use of public space</li> <li>Severance and a lack of legibility connecting the public spaces and market</li> <li>Poor lighting and natural surveillance</li> </ol> <p><b>Policies:</b></p> <ul style="list-style-type: none"> <li>Building Communities: <i>Increase community engagement in development of neighbourhoods</i></li> <li>An environment for all: <i>Improve resident satisfaction with parks, open spaces and neighbourhoods in the borough and increase number of resident-led initiatives</i></li> <li>Quality of Life: <i>Improve health outcomes in Newham</i></li> <li>An efficient and effective Council: <i>Increase openness and transparency, and improve local democracy to genuinely involve residents in decision making</i></li> </ul>	<ol style="list-style-type: none"> <li>To animate and make the public spaces more attractive through public art</li> <li>To improve the legibility and wayfinding to and from the market</li> <li>To help to improve air quality and increase the amount of greening in the town centre</li> <li>To support the Council's ambition to increase the level of sustainable and active travel</li> </ol>	<p>community, namely street trees, greening and new pedestrian crossing.</p> <ol style="list-style-type: none"> <li>Subject to further funding, explore the opportunities around the development and implementation of further project ideas to support the aims of this project.</li> <li>To provide more points of interest for the spaces through cultural programme of the spaces and public art commissioning in connection with the Creative Wellbeing Space project.</li> <li>Removal of existing on-street toilets and to be replaced new facilities within the market.</li> </ol>	<ol style="list-style-type: none"> <li>The amount of public realm being created or improved</li> <li>Sense of belonging to an area</li> </ol> <p><b>Other Outputs:</b></p> <ol style="list-style-type: none"> <li>1.2 Physical design that encourages social interaction</li> <li>1.6 Products/projects/services developed through co-design</li> <li>Number of cultural events taking place</li> <li>Perceptions of safety during night and day</li> </ol>
<b>Affordable Workspace</b>	<p><b>Challenges:</b></p> <ol style="list-style-type: none"> <li>Lack of truly affordable workspace provision in the town centres like Green Street</li> <li>Need to support greater retail diversity</li> <li>A lack of commercial floor space within the town centre</li> <li>A lack of local workspace offer and programming that is relevant to Newham residents and businesses</li> <li>Ensure that residents with protected characteristics or facing disadvantages can access and benefit this provision.</li> </ol> <p><b>Policies:</b></p> <ul style="list-style-type: none"> <li>Building Communities: <i>Increase community engagement in development of neighbourhoods</i></li> <li>Community Wealth Building: <i>Improve and increase employment opportunities for residents; and, Increase skills levels in the borough and strengthen pathways from education and training to employment</i></li> <li>An efficient and effective Council: <i>Increase openness and transparency, and improve local democracy to genuinely involve residents in decision making</i></li> </ul>	<p><b>Key aims and objectives:</b></p> <ol style="list-style-type: none"> <li>To provide up to 1400 sqm of truly affordable workspace provision which is currently lacking in Green Street</li> <li>To establish Green Street as an affordable workspace hub for the creative industries</li> <li>To target and prioritise Newham based residents and businesses working within the creative industries, especially under-represented sectors to support prosperity and community wealth building</li> <li>To link the workspace offer so it supports the market and community arts space</li> <li>To secure an experienced workspace provider to develop, implement and operate the new workspace provision</li> <li>Use any income from affordable workspace to support local community wealth building initiatives</li> </ol>	<p><b>Project Elements:</b></p> <ol style="list-style-type: none"> <li>Creation and provision of up to 1400 sqm of new meanwhile affordable workspace, using underutilised first floor car park.</li> <li>To test the top three priority ideas for the programming and use of the affordable workspace identified through the engagement workshops with traders, businesses and the local community into the tender specification. The top three priorities were: workspace for hire, 16-21 years workspace programme and Made in Newham. All these priorities reflects the communities ambition to support community wealth building initiatives.</li> <li>Letting a contract for a delivery partner to work alongside the design and project team to develop, implement and operate the affordable workspace provision</li> <li>Programme the use of the affordable workspace with existing partners such as Fashion District, Creative Newham and Newham College and University of East London</li> </ol>	<p><b>Good Growth Core Measures:</b></p> <ol style="list-style-type: none"> <li>Commercial space being created/improved</li> <li>New jobs being created and existing jobs being safeguarded</li> <li>Number of people who participate in a project</li> <li>Number of businesses receiving support</li> <li>Number of people progressing into work</li> <li>Sense of belonging to an area</li> </ol> <p><b>Other Outputs:</b></p> <ol style="list-style-type: none"> <li>1.6 Products/projects/services developed through co-design</li> <li>2.4 Affordable workspace created or safeguarded</li> <li>3.3 No. partners working together to support delivery</li> <li>3.3 Start-ups/SMEs/Artists benefitting from low cost space</li> <li>4.1 Community infrastructure created (by type)</li> </ol>
	<b>Challenges:</b>	<b>Key aims and objectives:</b>	<b>Project Elements:</b>	<b>Good Growth Core Measures:</b>

<b>Creative Wellbeing Space</b>	<ol style="list-style-type: none"> <li>Residents of Green Street East and West and Boleyn wards have the lowest levels of arts engagement measured by Audience Finder data</li> <li>Overwhelming proportion of households fall within the ‘Kaleidoscope Creativity’ category meaning they are unlikely to engage with cultural activities outside their wards</li> <li>Currently a lack of regular local and easy to access, free cultural activities. This is a key factor for engaging this group and improving their access to a broad range of arts, culture, health and wellbeing activities</li> <li>Improving access to wellbeing services</li> <li>The provision of more facilities and services to support social prescribing referrals</li> <li>Lack of flexible, modern and affordable community space within the town centre for community meetings and events.</li> </ol> <p><b>Policies:</b></p> <ul style="list-style-type: none"> <li>Bright Futures: <i>Increase the range of activities, support, and training available to young people; and, Support children and young people’s health and wellbeing</i></li> <li>Building Communities: <i>Increase community engagement in development of neighbourhoods</i></li> <li>Community Wealth Building: <i>Increase skills levels in the borough and strengthen pathways from education and training to employment</i></li> <li>Quality of Life: <i>Improve access to and quality of services and facilitate the mental wellbeing of residents</i></li> <li>An efficient and effective Council: <i>Increase openness and transparency, and improve local democracy to genuinely involve residents in decision making</i></li> </ul>	<ol style="list-style-type: none"> <li>To reduce the number of vacant retail units (up to 385 sqm) and re-purpose these for creative and cultural use</li> <li>To provide more opportunities for residents to access creative and cultural programmes</li> <li>To promote social and community integration and a greater understanding of arts</li> <li>To support the Council's wider programmes around youth, education and community wellbeing</li> <li>To activate underutilised public space in front of the Hamara Ghar through the programming of the internal and external spaces (also see public realm theme)</li> <li>To act as a Green Street anchor to support the vitality and offer of the town centre to encourage more footfall</li> <li>Supports Newham artists from diverse backgrounds whom are centred on socially engaged practices</li> </ol>	<ol style="list-style-type: none"> <li>To secure and design up to 385 sqm of vacant retail space for a new community space with the core focus on arts, culture and wellbeing.</li> <li>To provide a café facility that is open to the public and which promotes healthy diet choices</li> <li>To test the top three priority ideas for the programming and use of the Creative Wellbeing Space identified through the engagement workshops with traders, businesses and the local community into the tender specification. These were a wellbeing space, a cafe with al fresco dining utilising part of the public space outside and, a similar concept to Hackney Pirates to support young people.</li> <li>Letting a contract for a delivery partner to work alongside the design and project team to develop, implement and operate the Creative Wellbeing Space.</li> <li>To fit out the facility to ensure that its flexible enough to accommodate a range a different creative disciplines i.e. gallery, performance and rehearsal space etc</li> <li>To provide artist studio and artist in-residence programmes which support socially engaged practices and space with a particular focus on well-being</li> </ol>	<ol style="list-style-type: none"> <li>Commercial space being created/improved</li> <li>Number of vacant units being bought back into use</li> <li>Increase in footfall</li> <li>Increase in visitor satisfaction</li> <li>Number of people who participate in a project</li> <li>Sense of belonging to an area</li> </ol> <p><b>Other Outputs:</b></p> <ol style="list-style-type: none"> <li>1.6 Products/projects/services developed through co-design</li> <li>1.2 Number of people from different backgrounds who participate in project</li> <li>2.2 Shopfronts/ building frontages improved</li> <li>2.2 Creation/safeguarding of space for shared community and business activities</li> <li>2.2 Perceptions of value of area change for family</li> <li>3.3 No. of partners working together to support delivery</li> <li>3.3 Start-ups/SMEs/Artists benefitting from low cost space</li> <li>4.1 Community infrastructure created (by type)</li> <li>6.1 Personal wellbeing</li> <li>6.3 Number of cultural events taking place</li> <li>6.8 Number of people accessing cultural events in new settings</li> </ol>
<b>Air Quality</b>	<p><b>Challenges:</b></p> <ol style="list-style-type: none"> <li>Some of the worst air quality of any London borough, especially on some of the strategic road network that borders Green Street</li> <li>NO2 concentrations are exceeding the national Air Quality Objectives on Green Street</li> <li>PM2.5 exceed the levels recommended by the World Health Organisation</li> </ol>	<p><b>Key aims and objectives:</b></p> <ol style="list-style-type: none"> <li>To improve air quality in the town centre</li> <li>To support the conversion to more sustainable modes of transport for shoppers by providing better infrastructure i.e. bike stands</li> <li>To increase the amount greening in the public space adjacent to the market</li> </ol>	<p><b>Project Elements:</b></p> <ol style="list-style-type: none"> <li>To contribute to improvements in air quality through the introduction of new trees and greening.</li> <li>To provide more infrastructure to support sustainable forms of transport for shoppers i.e. bike stands</li> <li>To upgrade the public space and realm adjacent to the market to encourage walking and greater use by residents and shoppers</li> </ol>	<p><b>Good Growth Core Measures:</b></p> <ol style="list-style-type: none"> <li>Number of people that participate in a project</li> <li>The amount of public realm being created or improved</li> </ol> <p><b>Other Outputs:</b></p> <ol style="list-style-type: none"> <li>5.15 Net increase in green cover (including verges and planting)</li> <li>5.16 Number of trees planted</li> </ol>

	<ol style="list-style-type: none"> <li>Poor public transport network connecting the borough north to south and its network of town centres</li> <li>High percentage of high street businesses with more than two parking permits</li> <li>Traffic congestion along Green Street during peak periods</li> </ol> <p><b>Policies:</b></p> <ul style="list-style-type: none"> <li>An environment for all: <i>Work with the GLA and other bodies to contribute to improved air quality; and, Increase the use of sustainable transport methods</i></li> <li>Quality of Life: <i>Improve health outcomes in Newham</i></li> <li>An efficient and effective Council: <i>Increase openness and transparency, and improve local democracy to genuinely involve residents in decision making</i></li> </ul>			
<b>High Street</b>	<p><b>Challenges:</b></p> <ol style="list-style-type: none"> <li>High street recovery from Covid-19 pandemic</li> <li>Retailer trade impacted by 50 to 70% during lockdowns</li> <li>A number of retailers do not have an online e-commerce presence so losing out to competitors</li> <li>More shoppers/residents buying online</li> <li>Footfall to the high street and dwell time reduced</li> </ol>	<p><b>Key aims and objectives:</b></p> <ol style="list-style-type: none"> <li>Attract more footfall and greater interest in Green Street</li> <li>To support local businesses and the recovery of the high street</li> <li>To enhance the overall cultural offer of the area and the borough</li> <li>To encourage partnerships between high street businesses, artists and design students</li> <li>Provide more opportunities to support community wealth building through training and supply chain opportunities</li> </ol>	<p><b>Project Elements:</b></p> <ol style="list-style-type: none"> <li>Install new decorative infrastructure along Green Street.</li> <li>New creative installations for the street (subject to private sector funding)</li> <li>Close the high street to traffic at certain times of the year for various festivals (Diwali, Eid, Christmas etc)</li> <li>Develop the project, solutions and creative ideas for installations through co-design with businesses and the local community</li> </ol>	<p><b>Good Growth Core Measures:</b></p> <ol style="list-style-type: none"> <li>Increase in footfall</li> <li>Increase in visitor satisfaction</li> <li>Number of people who participate in a project</li> <li>Sense of belonging to an area</li> </ol> <p><b>Other Outputs:</b></p> <ol style="list-style-type: none"> <li>4.1 Community infrastructure created (by type)</li> </ol>

# **GREATERLONDONAUTHORITY**

**AGREEMENT FOR THE PROVISION OF GRANT RELATING  
TO  
[GREEN STREET AND QUEENS MARKET]  
[15632]**

**between**

**The Greater London Authority**

**-and-**

***[London Borough of Newham (referred to as “Recipient”  
throughout)]***



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

<b>Overarching grants programme:</b>	Name of the grant funding programme/pot	
<b>Description/Purpose of the grant:</b>	<i>To support LB Newham to develop and deliver refurbishments to Queens Market Green Street and surrounding public realm.</i>	
<b>The grant was for a total of:</b>	<i>Two-million pounds sterling (£2,000,000)</i>	
<b>The varied grant is now for a total of:</b>	<i>n/a</i>	
<b>The grant was awarded on:</b>	2020/09/30	
<b>The grant was varied on:</b>	<i>n/a</i>	
<b>The original grant covered the following time period:</b>	From 2020/03/31 to 2022/03/31	
<b>The varied grant now covers the following time period:</b>	<i>n/a</i>	
<b>It is awarded to:</b>	London Borough of Newham	
<b>The recipient is:</b>	<i>A voluntary and community sector organisation:</i> <i>A social enterprise:</i> <i>Other:</i> <i>If "Other" please provide more detail</i> <i>Local Authority</i>	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>Company or charity registration number:</b>	<i>Company number: n/a</i> <i>Charity number: n/a</i>	
<b>It was awarded by:</b>	<i>Regeneration and Economic Development team,</i> <i>Good Growth directorate</i>	
<b>The award of this grant was formally approved by:</b>	<i>DD 2455</i>	
<b>The variation of this grant was formally approved by:</b>	<i>n/a</i>	

IN ORDER FOR THE GLA TO COMPLY WITH THE 2015 LOCAL GOVERNMENT TRANSPARENCY CODE, **THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE GOVERNANCE TEAM** AS SOON AS IT IS SIGNED AND AN UPDATED VERSION WITH A COPY OF ANY VARIATION AS SOON AS IT IS SIGNED.

( [REDACTED]

**THIS AGREEMENT** is made this                      day of                      2020

**BETWEEN:**

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Town Hall, East Ham, London, E6 2RP ("the Recipient").

**IT IS HEREBY AGREED THAT:**

**1. Background**

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding. An approved version of the Recipient's proposal can be found in Schedule 5.is on file at the Authority.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic development, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its [*Green Street and Queens Market (see Block 1 – Project details in OPS)*] by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are [*five-million, three-hundred and fifty-five thousand, seven-hundred and sixty*] pounds sterling (£5,355,760) the Recipient has committed itself to meeting the Project Objectives, to contributing [*three-million, three-hundred and fifty-five thousand, seven-hundred and sixty*] pounds sterling (£3,355,760), and to use all reasonable endeavours to secure Additional Funding for use in meeting the Project Objectives (together the "Recipient's Contribution").
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the GLA Funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 Not Used
- 1.7 Where the Recipient is an ESF Sponsor it shall also, as a condition of this Agreement cooperate fully with the Authority and provide the Authority with such assistance as the Authority requires in relation to any ESF Project which

shall include (without limitation) complying fully with the ESF Sponsor Agreement.

- 1.8 In this Agreement, capitalised terms shall have the meaning prescribed to them in Clause 21.

## **2. The Project Objectives**

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

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

- 2.3 The Recipient shall:

- (a) promptly and efficiently deliver the Project Objectives, the Project Outputs and complete the Project fully in accordance with this Agreement; and
- (b) deliver the Milestones and the Project Outputs fully in accordance with this Agreement;
- (c) where the meeting of Project Objectives consists of the achievement of:
  - (i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and
  - (ii) Project Outputs, notify the Authority in writing immediately upon becoming aware that any Project Outputs are unlikely to be achieved fully in accordance with this Agreement.

- 2.4 Where the Project involves any element of urban design, sustainability, streetscape design and or architecture, the Recipient shall submit full details of such proposed design and/or re-design work to the Authority for its consideration and will co-operate and engage fully with the Authority to agree design dialogue arrangements to be followed (in accordance with available guidance issued or published by the Authority from time to time) in the procurement, commissioning and undertaking of agreed design and/or re-design work. To the extent that the undertaking of any agreed design and/or re-design work necessitates in the opinion of the Authority, the amendment of this Agreement. All such amendment shall not be valid unless made in accordance with Clause 11.

## **2A. Designated Capital and Revenue Funding and Recipient's Contribution**

- 2A.1 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) [zero] pounds sterling (£0) will be used solely as a contribution to revenue expenditure; and (b) two-million pounds sterling (£2,000,000) 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. A copy of the certification is attached at Schedule 7 to this Agreement.
- 2A.2 The Recipient shall ensure that it has secured the Recipient's Contribution on or before [30 June 2020]. For the avoidance of doubt where the Recipient's Contribution comprises any sum(s) to be provided by a third party such component sum(s) shall not be deemed secured unless a legally binding obligation to provide such sums is in place between the Recipient and such third-party funder(s) evidence of which must be provided to the Authority on or before [30 June 2020].

### **3. Duration of Agreement and Funding Breakdown**

This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until [31/03/2022].

### **4. Payment, Performance, Monitoring and Repayment Arrangements**

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with the Funding Schedule and this Clause 4. For the avoidance of doubt the GLA Funding is capital funding and the Recipient shall not be permitted to make claims for GLA Funding in respect of revenue expenditure.
- 4.2 Where Project Objectives are to be met on a
- (a) Milestone basis the provisions of Part A of the Funding Schedule (and relevant blocks in OPS – see definition(s)) shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding; and
  - (b) Project Output basis, the provisions of Part B of the Funding Schedule and relevant blocks in OPS – see definition(s)) 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 Project

Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.

- 4.4 The Recipient shall undertake and report to the Authority on post-Project delivery monitoring and evaluation, evaluating the impacts and outcomes of the Project as follows:
- (a) first post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 6 months after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8);
  - b) second post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 3 years after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8); and
  - c) ongoing post-Project monitoring reports supplied to the Authority bi-annually commencing on the date 5 years after the completion of the final Milestone (in accordance with such requirements as the Authority shall notify the Recipient).
- .
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.
- 4.7 Not used
- 4.8 Not used

## **5. Ineligible Expenditure**

- 5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:
- a) activities or objectives not listed in Schedule 1 or 2;

- b) recoverable input VAT incurred;
- c) any liability arising out of the Recipient's negligence or breach of contract;
- d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
- e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.

5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.

5.3 Should at any point within the term of this Agreement, any eligible expenditure become ineligible expenditure, such as but not limited to where the status of the Recipient changes to allow VAT to be recovered or reduced, the Authority may in its sole discretion reduce any further payments under this Agreement or seek repayment of the GLA Funding by an amount equivalent to that received as repayment of VAT. Notwithstanding any other provision in this Agreement, this clause 5.3 shall survive termination of this Agreement.

## **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) not make any changes to any Project Objectives, Milestones and/or Project Outputs without the prior written agreement of the Authority in accordance with clause 11;
- b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;

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

opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs providing the Authority with copies of and access to the same upon request;

- k) notify the Authority of the results of inspections from Ofsted or FE commissioners reports; and
- l) notify the Authority in writing of any change in the identity of the Recipient's Representative.

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

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

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

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

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



contribution to the purchase.

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

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

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

- a) the Recipient fails to comply with Clause 1.7;
- b) the Recipient fails to comply with Clause 2A.2 and/or apply the Recipient's Contribution solely to the Project Objectives and/or Project Outputs;
- c) in the Authority's reasonable opinion there is adjudged to be any reason that may prevent the application of the Recipient's Contribution;
- d) in the Authority's opinion, the Recipient: fails to deliver; or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- f) there is a substantial change to the Project or the Project Objectives and/or, 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;
- g) 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;
- h) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- h) the composition, ownership or control (save where control refers to the makeup of a London Borough Council's elected executive) of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- k) 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;

- l) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
- j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place in undertaking activity pursuant to the Project including (without limitation) those comprised in the London Plan (<http://www.london.gov.uk/priorities/planning/london-plan>)) ;
- k) the Recipient fails to provide the Authority upon request with:
  - (i) copy invoices clearly showing Expenditure Incurred on the Milestones 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; or
  - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones; and/or Project Outputs; and/or
- l) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the reasonable opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority; or

7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, and any other information or evidence required at the time by the Authority, if any of the circumstances in Clause 7.1 above arise.

7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this

Agreement at any time by giving 2 calendar months' notice in writing to the Recipient.

**7.5** In the event that the Authority exercises its right to terminate this Agreement under:

a) Clause 7.1:

- i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
- ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
- iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
- iv) the Recipient shall repay to the Authority upon demand such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate; including (without limitation) such sums of the GLA Funding which are repayable pursuant to Clause 4 for and/or part C of Schedule 2;

b) Clause 7.4:

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

**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 State Aid**

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- a) using a fair and transparent documented decision making process taking account of public sector accountability and probity;
  - b) in accordance with all relevant law and policies including the Public Contracts Regulations 2015, GLA Contracts and Funding Code and in any event, where the Recipient is a London Borough Council, in accordance with its relevant contracting and/or procurement procedures and rules, which for the avoidance of doubt:
    - (i) three or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and
  - c) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein the Recipient hereby warrants are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000.00; compliant with the aforementioned regulations and related best practice; and
  - d) in accordance with government best practice relating to procurement practices and procedures.
- 8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all applicable European Union rules on State Aid and shall ensure that all requirements for any application of the Block Exemptions or notification and approval by the European Commission under such rules are met.
- 8.3 Unless otherwise notified by the Authority when utilising the GLA Funding to fund Relevant Aid to a Relevant Enterprise under the Project (whether directly by the Recipient itself or by funding the Relevant Enterprise in question to do so) the Recipient shall ensure that such aid is provided as “de minimis aid” in accordance with the De Minimis Aid Exemption.
- 8.4 In order to prevent any single Relevant Enterprise receiving aid in excess of the De Minimis Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:
- a) obtain a completed De Minimis Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with any Relevant Aid or releasing any funding to it;
  - b) only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that Relevant Enterprise from the Authority or any other public body or public source above the De Minimis Threshold;
  - c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each

and every case) of ten Financial Years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and

- d) permit the Authority its auditors and agents access to the De Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business, Energy & Industrial Strategy and the European Commission.

8.5 The Recipient shall notify the Authority when;

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

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

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

8.7 If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.

8.8 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.

8.8 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed to concern the provision of incorrect and/or incomplete to a material extent for the purposes of Clause 7.1(g).

## **9. Publicity and Intellectual Property**

9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, and/or the London Economic Action Partnership (LEAP) and HM Government is financially supporting the Project which shall include

(without limitation) it ensuring that a description of the Project is published on its website, containing: the title of the Project, the name of the Recipient (and its partners, if any), a short description of the purpose of the Project, the Project Objectives and completion date. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's, LEAP's and HM Government's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards.

- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority, and/or the London Economic Action Partnership (LEAP) and HM Government and/or each of their respective names, logos or branding including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its suppliers or sub-contractors, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

## **10. Agency**

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

## **11. Amendment**

- 11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is:
- a) in writing and executed by/or on behalf of each of the parties hereto (and the Recipient hereby agrees that where the Authority informs it that such execution shall be duly binding if signed rather than sealed, such signature shall constitute a valid variation notwithstanding the execution and delivery of this Agreement as a deed); or
  - b) where it is approved in OPS by the Authority, provided that in order for such amendment to constitute a valid variation of this Agreement all of the following steps must be satisfied:
    - (i) the Recipient has amended the relevant [block(s)] in OPS; and
    - (ii) the Authority approves such changes in OPS; and

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

## **12 Review, Monitoring, Consultation and Final Report**

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall not less than 7 days before the date of the relevant Review Meeting submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or 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 Project Monitoring Forms and shall include but not be limited to:
- a) the progress and delivery of the Project and Project Objectives, Milestones and/or Outputs 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;
- d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason and the expenditure incurred and grant funding drawdown against the project to date.

12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.

12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:

- a) comply fully with the requirements set out at Schedule 7;
- b) cooperate fully with and provide the Authority and its agents including, 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;
- c) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents including, 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
- d) provide upon request with such information and materials as the Authority requests;
- e) take all steps necessary to facilitate the Authority conducting visits to the site(s) of GLA funded activity as notified by the Authority from time to time; and
- f) enable attendance at and provide reasonable notice and meeting papers for project team meetings by the Authority or its nominee

12.6 Following practical completion and/or commencement of use of the facilities in respect of which the GLA Funding is provided, the Recipient shall provide high resolution images which may be used by the Authority for publicity and other related purposes.

### **13. Compliance with Legislation and Policies**

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



particular:

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

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

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

- (a) 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 (the protected characteristics having the meaning ascribed to them noted in the Equality Act 2010 and including (without limitation): age, race, gender, sex, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment, pregnancy and maternity. For the first tenet, marriage and civil partnership would also be applicable. In undertaking any activity concerning or related to the Project the Recipient shall assist and cooperate with the Authority where possible in satisfying this duty in respect of the Authority's compliance with its duties under Clause 13.3(b); and

- (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 and section 1 when it comes into force, including any amendment or re-enactment of section 1 or section 149, and/or any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- (d) shall (before the commencement of the Project):
  - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 1998 and, from 25 May 2018 and 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, as applicable) concerning such children and vulnerable persons in relation as part of the Project; and
  - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.;
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement; and
- (f) shall endeavour to obtain the relevant BREEAM rating of 'outstanding' for new builds and 'excellent' for refurbishments;
- (f) in place from time to time (a copy of the version in place as at the date of this Agreement being accessible at <https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>) in meeting BREEAM requirements ; and

- (h) shall if relevant to the Project be fully responsible for complying with all obligations on the part of the “client” contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and.
- (g) shall make reasonable efforts to utilise and adhere to the Authority’s Sustainability Charter (i) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

#### **14. Liability and Insurance**

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
  - a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
  - b) such other insurance as may be required in order to 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 the Data

Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and all applicable regulations including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

- 15.2 The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (EIR) 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, EIR or other applicable legislation.
- 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; (including the Parties’ under the FOIA);
  - (c) information which is disclosed with the consent of the disclosing party.
- 15.5 Both Parties acknowledges and agrees that the Authority:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives their consent for the other Party to publish the Agreement Information to the general public; and
  - (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient’s disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the

Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

## **16. Entire Agreement**

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

## **17. Force Majeure**

- 17.1 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.
- 17.2 Neither party shall be in breach of the Agreement by reason of any Force Majeure Event and each party shall bear their own costs arising as a consequence of the Force Majeure Event for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Recipient in performing its obligations under this Agreement which results from a failure or delay by an agent, sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Recipient.
- 17.3 If the Recipient is the party affected by the Force Majeure Event, it shall not be entitled to claim relief under this Clause 17 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated but the Recipient has failed to take reasonable steps to so mitigate; and/or
  - (b) should have been foreseen and prevented or avoided by a person prudently conducting projects similar to the Project and in accordance with this Agreement.
- 17.4 Without prejudice and in addition to the obligations of the Recipient under Clause 17.3 a Party whose performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event:
- (a) shall forthwith notify the other Party of the details of the Force Majeure Event (including its nature, extent and likely duration), its effect on the obligations of the affected Party and any action the affected Party proposes to take to mitigate its effect;
  - (b) shall use all reasonable endeavours in accordance with good industry practice to minimise the effect of the Force Majeure Event on its performance of its obligations under this Agreement including:
    - (i) the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring additional expense; and

- (ii) discussing with the Authority other options for resuming the performance of its obligations;
  - (c) shall forthwith after the cessation of the Force Majeure Event, notify the other Party thereof and resume full performance of its obligations under this Agreement.
- 17.5 The Party affected by the Force Majeure Event shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes that Party to be unable to comply with its obligations under this Agreement.
- 17.6 Relief from liability for the Party affected by the Force Majeure Event under this Clause 17 shall end as soon as the Force Majeure Event no longer causes the affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 17.5.

## **18. Governing law and jurisdiction**

This agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## **19. Contracts (Rights of Third Parties) Act 1999**

A party who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **20. Severance**

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected

## **21. Definition of Terms**

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

- 21.1 **“Additional Funding”** has the meaning prescribed to that term in clause 4.3 of this Agreement.
- 21.2 **“Additional Outputs”** means any Project Outputs described as such in the Annex to Schedule 1 and block 13 of OPS.
- 21.3 **“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;

- 21.4 **“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.
- 21.5 **“Block Exemptions”** means the Commission Regulation 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty of the Functioning of the European Union.
- 21.6 **“Capital Asset”** means any item of equipment or other asset (whether real property or otherwise) which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and the value of which has been enhanced as a consequence, wholly or partly of the provision of the GLA Funding and/or is purchased, wholly or partly out of the GLA Funding
- 21.7 **“Certificate of Output Delivery”** means, (where applicable,) the certificate to be completed and submitted to the Authority in accordance with part B of the Funding Schedule 2
- 21.8 **“De Minimis Aid Exemption”** means the De Minimis block exemption (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union.
- 21.9 **“De Minimis Disclosure Form”** means the form attached at Schedule 4 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 21.10 **“De Minimis Threshold”** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.
- 21.11 **“ESF Project”** means [*not relevant*].
- 21.12 **“ESF Sponsor”** means a person having entered into an ESF Sponsor Agreement with the Authority on the same date as having entered into this Funding Agreement.
- 21.13 **“ESF Sponsor Agreement”** means an agreement governing the Recipient's provision (as an ESF Sponsor) to the Authority (acting as agent for the Department of Work and Pensions in the award of European Social Funding) in such form as is issued by the Authority from time to time.
- 21.14 **“Expenditure Incurred”** means expenditure incurred by the Recipient connected with the Project in respect of which the Recipient has received relevant goods, and services or works, or in respect of which it has entered

into contractual obligations, for which payment has been made and which shall not include expenditure on any matters set out in Clauses 5.

21.15 **“Financial Year”** means the annual period which commences from 01 April and ends on 31 March.

21.16 **“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, any form of government intervention or change in legislation, local or national emergency, public health crisis, shortage of labour, shortage or lack of materials food fuel or transport, plague, disease, illness, epidemic, pandemic (which shall include COVID-19), medical crisis, quarantine restrictions, embargoes, or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.

21.17 **“Funding Schedule”** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement.

21.18 **“GLA Contracts and Funding Code”** means the Authority’s Contracts and Funding Code from time to time in place the version as at the date of this Agreement being located at:

[https://www.london.gov.uk/sites/default/files/contracts\\_funding\\_code\\_-\\_dec\\_18\\_update.pdf](https://www.london.gov.uk/sites/default/files/contracts_funding_code_-_dec_18_update.pdf)

21.19 **“GLA Funding”** means a sum of up to [*two million*] pounds sterling (£2,000,000).

21.20 **“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 1 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).

21.21 **“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

21.22 **“Milestones”** means the milestones for the Recipient’s fulfilment of the Project Objectives as set out at Schedule 2 and in Blocks 6 and 7 of OPS.

- 21.23 **“OPS”** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.
- 21.24 **“Output and Outcomes Framework”** means the Good Growth Fund Output and Outcomes Framework as amended from time to time and the current version of which can be found at <https://www.london.gov.uk/what-we-do/regeneration/funding-opportunities/good-growth-fund-supporting-regeneration-london>
- 21.25 **“Output Related Funding”** means (where applicable) any GLA funding paid in respect of Project Outputs.
- 21.26 **“Outputs Value Return”** means (where applicable) the return confirming Outputs delivered in a quarterly claim period and cumulatively from which, using the Unit Rates, the claim amount for the Quarter will be calculated as well as the cumulative amount claimed to date in the form set out at Schedule 5(c) as amended by the Authority from time to time.
- 21.27 **“Project”** means the Green Street and Queens Market.
- 21.28 **“Project Monitoring Form(s)”** means the form(s) to be completed and submitted to the Authority by the Recipient under Clause 4.2 and which shall take the form of the template set out at Schedule 5
- 21.29 **“Project Objectives”** means the objectives to be met by the Recipient set out in Schedule 1, including (without limitation the Project Outputs) 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.
- 21.30 **“Project Outputs”** means (where applicable) any outputs including the Sustained Outcomes to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties and set out in Block 12 (Outputs) of OPS.
- 21.31 **“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.
- 21.32 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 21.33 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project. whom as at the date of the commencement of this Agreement is Nicola Elcock.
- 21.34 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).

- 21.35 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise incusing (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).
- 21.36 **“Relevant Aid Trigger Point”** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.
- 21.37 **“Relevant Enterprise”** means an entrepreneur sole trader partnership firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children young people and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 21.38 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from <https://www.london.gov.uk/priorities/business-economy/vision-and-strategy/focus-areas/responsible-procurement/responsible-procurement-policy>.[https://www.london.gov.uk/sites/default/files/gla\\_group\\_rpp\\_v7.12\\_final\\_template\\_for\\_web.pdf](https://www.london.gov.uk/sites/default/files/gla_group_rpp_v7.12_final_template_for_web.pdf)..
- 21.39 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 21.40 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 21.41 **“State Aid”** means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise.
- 21.42 **“Statement of GLA Funding Expenditure”** means, where applicable, the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of Expenditure incurred on the Project and in respect of which claims for GLA Funding have been made in the previous Financial Year, which shall be

accompanied by copy invoices clearly showing Expenditure Incurred on the Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer in the form set out in Schedule 97 as amended by the Authority from time to time.

21.43 **"Sub-Grantee"** means any person which the Recipient funds in whole or in part from the GLA Funding.

21.44 **"Sustainability Charter"** means the Authority's policies and guidance on sustainability as comprised in the Sustainability Charter (<https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>),

21.45 **"Sustained Outcomes"** means (where applicable) any outputs or outcomes which by their nature are to be measured over a sustained period as may be set out at Annex 1 to Schedule 1.

21.46 **"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...

21.47 **"Unit Rates"** means, (where applicable,) the values associated with each specific Project Output as set out at Schedule 1 and/or 2, any annexure thereto.

22. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute,

enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

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

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


  
.....  
(Signature of Authorised Signatory)

..... PHILIP GRAHAM .....  
(Print Name)

..... 22nd October 2020 .....  
(Date)

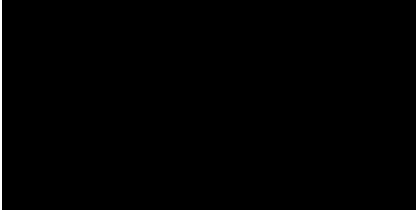
**The Corporate Seal** of the )  
**MAYOR AND BURGESSES OF THE** )  
**LONDON BOROUGH OF NEWHAM** )  
Hereto affixed is authenticated by: )

  
.....  
(Signature of Authorised Signatory)

  
.....  
(Print Name)

08/10/2020  
.....  
(Date)

**The Corporate Seal of the** )  
**MAYOR AND BURGESSES OF THE** )  
**LONDON BOROUGH OF NEWHAM** )  
Hereto affixed is authenticated by: )



.....  
(Signature of Authorised Signatory)



.....  
(Print Name)

08/10/2020  
.....  
(Date)

## **Schedule 1 – Project Description**

### **GREEN STREET AND QUEENS MARKET**

#### **Project Aims (OPS Block 3)**

#### **Project Elements (OPS Block 4 and 16)**

#### **Design Management Arrangements (generated offline)**

Please refer to guidance notes. The information for this table should be based on the relevant section of the stage 2 application – you will need to review and develop based on the specifics of your project. You will also need to refer to, and include, the development to delivery milestone in schedule 2.

To ensure the table is kept succinct and focused – we recommend you focus your commentary on what is required through the design management process. For example, if procurement activity has been concluded ahead of Good Growth Fund you may choose to focus your commentary on the design review, delivery and completion and evaluation stages of the table.

Stage	Description of Design management arrangements
Project scoping	<p>The scope of the four projects was developed prior to the Stage 2 bid submission through a series of discussions with the GLA and workshops with the local residents, businesses and traders to identify the top six priorities for each project. If further funding becomes available, additional design ideas for these four projects have been tested with the local community and key stakeholders to determine their priorities. It is likely that most of these additional ideas will form the scope for the projects and will be designed up to RIBA Stage 2. Depending on the costing exercise during Stages 1 and 2, the final scope for each project will be determined based on the budget.</p>
Brief writing	<p>The briefs for the four projects have been drafted based on the findings from the previous engagement exercise in January 2020 and May/June 2019. The briefs were also developed, in part, through discussions with the relevant Council departments and service areas, as well as partners such as the GLA and Creative Newham. The scope of the briefs were tested with experts, such as an architectural practice, workspace providers, café owners and arts and cultural organisations. The draft design briefs were costed by an external cost consultant prior to sharing them with the local community and key stakeholders for their input and feedback. This engagement process took place in August and September 2020 and the briefs for each project will be finalised in early October to allow the procurement process for the design teams to commence. A report highlighting the findings and insights of the engagement will be published in mid October on the Council's 'Co-create' portal and the Green Street webpage.</p>
Procurement (design team and contractor)	<p>The procurement of the design teams for RIBA Stages 1 to 7 will commence in October 2020. The Council would like to utilise this opportunity to support its Community Wealth Building Strategy through ensuring a consortium of SME practices from Newham and London can work together on the development of the projects. The Council will also use these contract opportunities to promote diversity to ensure that the practices, where possible, reflect the borough and its communities. The procurement of the design stages of the project will be a restrictive process as opposed to an open process to ensure the quality required by the Council, the GLA and the local community and key stakeholders is achieved.</p> <p>The Council will procure the works contractor through a variety of channels depending on the scope of the project. The works relating to public space and the market are likely to be procured through the Term Contractor so as to ensure the liability of the capital works are contained within existing contracts and service level agreements (i.e. defects, maintenance etc.). Other more specialist works will be contracted through a restrictive process and a short list of works contractors will be developed during the design stages of the project. The design team will be expected to meet with contractors and fabricators to test their designs for buildability and assess the quality of their teams and workmanship based on similar projects they have delivered. The Council, where possible, will prioritise suitable contractors and suppliers based in the Newham.</p>



	Neither the individual design or works contracts are expected to exceed OJEU thresholds.
Design review, and preparation for delivery to development milestone	<p>There will be regular design reviews for RIBA Stages 1 to 4 with the design teams, the Council and GLA. These reviews will be conducted to ensure the design quality is achieved and where possible innovation is promoted i.e. sustainability, use of new materials etc. They will also be an opportunity to review the costs of the projects to ensure deliverability. Design review meetings will be recorded and all actions tracked.</p> <p>Many of the development milestones will be down to the project, design and engagement teams to deliver. Where relevant, these milestones will be reflected in contracts and will be monitored on a quarterly basis by the Council.</p>
Development to delivery milestone	Completed in schedule 2, part A
Delivery	The delivery of the projects will be managed by a dedicated project team that has been set up by the Council for the Good Growth Programme. This includes a Programme Lead, two Regeneration Managers and a Project Officer. The project team will work closely with the design and engagement teams and the works contractors, once they are appointed autumn 2021, to ensure quality expected by the Council, the GLA and the local community and key stakeholders is achieved and delivered..
Completion and Evaluation	The evaluation of the programme and the four projects will be undertaken in accordance with grant agreement requirements. The Council will ensure that any defects are recorded and completed to the quality required by the appointed contractors prior to 30th September 2022.

## **Achieving Social Value and EDI - Action Plan (generated offline)**

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.

Objective		Current position/ Baseline	Action/ Task	When	Person responsible/ Resource Required	Measure of success
<b>Project Objectives - Achieving Social Value</b>						
1	Collaborate with groups (with protected characteristics) within the existing community as part of the development of the project to ensure legacy.	Baseline: based on data for the three wards (residents). Further data on lease and licence holders will be collected for the Queens Market project.	Develop an engagement strategy to ensure residents and key stakeholders with protected characteristics can partake in engagement activities during the co-design stages of the project.	November 2020: Appoint design and engagement teams.  December 2020 to April 2021: Co-design process commences and concludes  May/June 2021: co-design report and engagement	Project Manager & Engagement Consultant	Participation during engagement and co-design programme is reflective of the diversity of the local community  Final project

				findings published		reflects the needs and diversity of the local community or target audience of the projects
2	Encourage diversity in the design, engagement and contractor teams that are appointed to work on commissions relating to the programme.	No baseline currently. This will be monitored as part of the evaluation of commission tenders or during the delivery of contracts.	Incorporate this criteria into tender evaluation under social value section of the Instructions to Tender. Also may form part of the pre-qualification stages for larger contracts.	<p>October 2020 to October 2021: procurement of contracts for design, engagement and works.</p> <p>October 2020 to September 2022: Monitoring of the percentage of consultant/contractors with protected characteristics or from diverse backgrounds</p>	Project Manager & Consultant and contractor teams	Diverse consultant and contractor teams – either in place or recruited specifically for the commissions.
3	Paid work experience (London Living Wage) opportunities for Newham based residents, especially those with protected characteristics.	No baseline currently in place.	Incorporate this criteria into tender evaluation under social value section of the Instructions to Tender. Also may form part of the pre-qualification stages for larger contracts.	<p>October 2020 to October 2021: procurement of contracts for design, engagement and works.</p> <p>October 2020 to September 2022: Agreement with consultant and contractor teams as to when work experience placements</p>	Project Manager & Consultant and contractor teams	Up to five placements for development phase of the programme (design and engagement) and up to five for the delivery phase of the programme

				will be offered based on the programme.		me (works and fabrication)
4	Linking commissions to educational opportunities for Newham residents, especially those with protected characteristics, who are interested in a career in design, engagement and construction.	No baseline currently in place.	Incorporate this criteria into tender evaluation under social value section of the Instructions to Tender. Also may form part of the pre-qualification stages for larger contracts.	<p>October 2020 to October 2021: procurement of contracts for design, engagement and works.</p> <p>October 2020 to September 2022: Agreement with consultant and contractor teams as to the scope and timescales when education opportunities will be offered based on the programme.</p>	Project Manager & Consultant and contractor teams	Up to four educational activities/workshops/seminars during the development phase of the programme (design and engagement) and up to four educational activities/workshops/seminars for the delivery phase of the programme (works and fabrication)
5	Provide materials in up to four languages to ensure the engagement phases of the project are inclusive and reflect needs of the local community.	Ward profiles for Boleyn, Green Street East and Green Street West wards.	Ensure engagement materials are translated in to the top four spoken languages in the three local wards .	August 2020 to April 2021:	Project Manager & Engagement Consultant	To ensure that 75% of residents in the three wards can partake in the engagement

						ent activities based on their first language .
<b>Organisation Objectives - Addressing Equality, Diversity &amp; Inclusion</b>						
<b>1</b>	To ensure Newham is a place where injustice and discrimination is tackled and dealt with.	Reflects the Councils HEART Values and Behaviours for all employees.	Ensure that Council employees receive training and support.	Ongoing	Corporate Director of People, Policy & Performance	Monitoring effectiveness through personal development plans
<b>2</b>	We treat people fairly and consistently.	Reflects the Councils HEART Values and Behaviours for all employees, including engagement with residents and stakeholders.	Ensure that Council employees receive training and support.	Ongoing	Corporate Director of People, Policy & Performance	Monitored through resident surveys and forums i.e. Citizen Assemblies.
<b>3</b>	Tackling Racism, Inequality and Disproportionality	No current baseline information – new corporate policy and approach that was recently introduced. Action Plan currently being developed.	Shared resource for Council employees to own, develop and reflect on. A working group has been set up and provides regular report to the Chief Executive.	Ongoing	Corporate Director of People, Policy & Performance	Monitored corporately through forums and a central place where information and data is stored. Monitoring of complaints.
<b>4</b>	Demonstrate that Newham Council will 'put people at the heart of everything we do' creating a fair and socially inclusive borough.	Baseline statistics and data being developed through draft Social Inclusion Strategy.	Social Inclusion Strategy with key performance indicators and measurements currently in development.	Ongoing	Corporate Director of People, Policy & Performance	Indicators currently in development but will reflect the

						Council's Community Wealth Building and Inclusive Economy Strategy, Public Health measures, resident surveys and levels of participation and engagement by residents and stakeholders.
5	Break down barriers and inequalities faced by our residents for a rich and connected community	Baseline statistics and data being developed through draft Social Inclusion Strategy.	Social Inclusion Strategy with key performance indicators and measurements currently in development.	Ongoing	Corporate Director of People, Policy & Performance	Indicators currently in development but will reflect the Council's Community Wealth Building and Inclusive Economy Strategy, Public Health measures, resident surveys and levels of participation and engagement by

						residents and stakehol ders.
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## **Annex to Schedule 1**

### **Outputs and Additional Outputs (OPS BLOCKS 12 and 13)**



## **Schedule 2 – Funding Milestones (OPS BLOCKS 6 and 7)**

### **Part A**

#### **Milestone Related GLA Funding**

1. In addition and without prejudice to its other reporting obligations, on achievement of the Milestones and in any event no less than once per quarter, the Recipient shall submit a claim form in the form set out at part b of Schedule 7 or such other form as the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its designated chief financial officer or director statutory chief financial officer (which shall mean where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 (Recipient's Chief Financial Officer) or where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf) to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
  - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require (in the form of the forms set out at part a of Schedule 7 or such other form of which the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS); and
  - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of a valid invoice which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
3. No payment made by the Authority (including any final payment) or act or omission or approval by the Authority shall:
  - (a) indicate or be taken to indicate the Authority's acceptance or approval of any act or omission of the Recipient, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Recipient, or

absolve the Recipient from any obligation or liability imposed on the Recipient under or by virtue of this Agreement; or

(b) prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Recipient by mistake of law or fact; or

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

4. Without prejudice and in addition to paragraph 5 above if the report referred to in Clause 6.1(h) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the relevant proportion set out in this Milestone Funding Schedule of total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(h) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

GOOD GROWTH FUND MILESTONE AND FUNDING SCHEDULE

		GLA budget forecast																Match Funding 2017/18 - 2021/22						
Milestone	Description of activity	Evidence (e.g. consultant brief, contract, invoices, staff day rates and timesheets/cost codes, photos)	GLA budget totals	2018/19				2019/2020				2020/201				2021/22 (Match Only)				Recipient Match		Non Recipient Match		
				Capital	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Capital	Revenue	Capital	Revenue
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**Part B: Output Related GLA Funding**

N/A

*[Insert if applicable]*

## Schedule 3

### Logos

SUPPORTED BY  
**MAYOR OF LONDON**



**HM Government**

## Schedule 4

### De Minimis Disclosure Form

#### DE MINIMIS DECLARATION

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

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

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

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

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

<sup>1</sup> [http://ec.europa.eu/competition/state\\_aid/legislation/de\\_minimis\\_regulation\\_en.pdf](http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf)

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

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

<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>

## Schedule 5

### a) Quarterly Monitoring Form

QUARTERLY PROGRAMME / PROJECT DELIVERY INFORMATION																																																																																																																																																																																																																																																																																																																																																														
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project	actual:								0	9	<b>PLACE</b>										10	Sqm of public realm created/improved	forecast:								0	11	Sqm of commercial space created, improved or brought back into use	actual:								0	12	Number of vacant units brought back into use	forecast:								0	13	Increase in footfall (expressed as a %)	actual:								0	14	<b>PROSPERITY</b>										15	Gross Value Added across key sectors by London and Partners	forecast:								0	16	London Growth Hub: Businesses receiving information and support of high and medium intensity	actual:								0	17	MedCity: Engagement and new customers supported	forecast:								0	18	Good Growth Fund and Skills for Londoners Capital Fund: Match funding leveraged	actual:								0	19	Mayor's Civic Innovation Challenge: Number of companies benefitting from codesign and access to market	forecast:								0	20	Jobs created or safeguarded	actual:								0	21	Apprenticeships created	forecast:								0	22	Housing Units Completed	actual:								0	23	Area of new or 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**Output Values Return**

**Not applicable**

## **Schedule 6**

### **Evaluation – OPS BLOCK 11**

## Self-Evaluation Template

*To be completed after project completion*

### Section 1: Project Information

Note: this section is required for submission to the GLA, but may be excluded in versions of the evaluation for publication / sharing with your local partners.

Project Summary: please insert short description of your project	
Place and Borough	
Lead Delivery Organisation	
GLA Project Manager	
Self-evaluation lead	
Total GLA funding for project	
Total lifetime cost of project	
Other public/private investment	
Actual Project start date	
Actual Project end date	
Evaluation methodology: please include a short summary of the approach that you have taken to completing the self-evaluation, including the groups and individuals you have consulted with, and the primary research you have undertaken.	

## **Section 2: Stand-out Messages**

A one page summary of your project and key achievements and/or lessons learned. This might include:

- A quick introduction to the project and what's been delivered
- A summary of impacts achieved to date
- An overview of wider achievements and lessons learned
- Project legacy.

### Section 3: Project Context and Objectives and Design

This section will provide an overview of the context of the project and summarise how the project was designed to respond to this. This section effectively summarises the information and set out within your bid for funding, and within your grant agreement. It provides a basis against which to test the performance of project delivery.

Please complete the assessment under the following headings:

**3.1: Project background:** a summary of the local socio-economic and strategic context that you project was responding too.

**3.2 Project rationale:** a summary of how your project was designed to respond to this context, and the rationale for public sector intervention (i.e. the need for Good Growth Funding).

**3.3 Project aims and objectives:** an outline of the specific objectives identified by your project at outset.

**3.4 Project design and delivery activities:** please provide a short overview of the project delivery activities agreed at outset.

**3.5 Funding and delivery mechanisms:** please provide an overview of the GLA and match funding agreement for your project (as agreed at outset), and the delivery mechanisms that you were expecting to in place to deliver the project.

**3.6 Project targets:** please set out here the specific output and outcome targets that have been agreed with the GLA, along with any wider measures that you will be assessing your project performance against.

**3.7 Project logic chain:** *please insert your project logic chain which in effect summarises the above information.*

## Section 4: Project delivery

This section will provide a review of the delivery process after grant agreement stage, including activities delivered, performance in terms of delivery timescales, funding, and outputs:

**Section 4.1:** Overview of Project Design Process: a summary of how the project design process, including commentary on stakeholder and community engagement

**Section 4.2:** Activities Delivered: this section should provide an overview of the activities which have been delivered. It should include:

A table summarised the different strands of delivery activity, and a summary of delivery progress

Commentary on each of the strands of delivery activity, outlining what has been delivered and outlining any way in which this evolved from original plans. Photos / plans may help to illustrate this.

Commentary on any strands of delivery not delivered, outlining the reasons for this and how funding was reallocated

**Section 4.3:** Delivery Timescales. A summary of delivery timescales, reflecting on how the project progressed versus the timescales planned at outset, and any reasons for delays.

**Section 4.4:** Funding Performance. A summary of how the project has performed financially. Please include a table which compares actual spend to budgeted spend for each funding source. Please include commentary on any reasons for variance.

**Section 4.5:** Delivery Mechanics. A summary of the mechanisms underpinning delivery. This should consider:

A summary of external support procured (to support design, construction, and delivery), and approach taken to procurement

A summary of project management mechanisms

A summary of any project governance mechanisms put in place (eg project boards or steering groups).

**Section 4.6:** Summary of delivery performance: drawing on the above consideration, a brief summary of delivery performance. As part of this, please include a table outlining how the project has performed against the output targets agreed with the GLA at inception (note: this should focus on output targets only; outcome targets are considered in the next section). The table should include the output target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

## **Section 5: Project impacts:**

This section will focus on the impacts of the project to date.

**Section 5.1:** A review of economic, social and environmental impacts achieved to date.

The structure of this section will need to be developed to reflect the specific characteristics of the project and should explore the impact of your project on the places, communities, people, and businesses it has sought to support. Example impact themes include (but are not limited to): impact on town centre vitality; impact on skills and employment outcomes; impact on business / enterprise performance; impact on community inclusion and vitality.

The analysis is likely to need to draw upon bespoke research on or with the project beneficiaries: this might comprise surveys, focus groups, consultations, or observational research.

Analysis should draw on both quantitative and qualitative insights. Case studies of beneficiaries can be used to supplement quantitative analysis, and are helpful in telling the story of your project.

**Section 5.2:** A review of strategic and financial impacts achieved to date:

Please provide an overview of the strategic impacts of your project. This might include improvements in partnership working, strong leadership shown by partner organisations in working towards shared objectives, improving efficiency by testing new ideas / approaches, or putting in place new systems / structures, or leveraging in new funding / resource

If there are any financial impacts of your project (e.g. generation of new business rates, council tax, or improved financial resilience of delivery organisations), please summarise these here. This section can be excluded if not.

**Section 5.3:** Future Impact. A short section exploring how the impacts achieved might be expected to evolve over the coming years (acknowledging that it may take time for certain impacts to emerge).

**Section 5.4:** Summary of impacts to date performance: drawing on the above consideration, a brief summary of impact achieved to date. As part of this, please include a table outlining how the project has performed against the outcome targets agreed with the GLA at inception. The table should include the outcome target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

## **Section 6: Project achievements and lessons:**

Building on the assessment of delivery performance and impacts achieved, this section should provide an overview of overall achievements and lessons learnt. Please complete the assessment under the following headings:

**6.1: Project achievements:** building on the preceding section, identify the areas of greatest achievement for the project. These might relate to any aspect of delivery (from stakeholder engagement, to impacts achieved).

**6.2: Barriers to achievement:** please identify any challenges experienced which acted as barriers to achievement. This might include practical issues (such as problems during construction, to strategic issues (such as challenges securing agreement on designs).

**6.3: Lessons to take forward:** please identify the main lessons that you will take forward in delivering future projects of this nature.

## **Section 7: Project legacy and forward plan**

Please provide a summary of the legacy of the project and next steps. Please complete the assessment under the following headings:

**7.1: Project Legacy:** a overview of the legacy of the project. This might include ongoing / complementary delivery activities, the physical / operational legacy of the project, and planned next steps to embed and build on the legacy

**7.2: Challenges and Opportunities:** a summary of remaining challenges or emerging opportunities. These might relate to the delivery / bedding in / long term management of the project, or the surrounding socio-economic context

**7.3: Recommendations:** drawing on the research undertaken, a summary of recommendations to inform ongoing project delivery, or future areas for action / intervention.

## **Section 8: Conclusions**

To conclude, please provide short assessment of the extent to which project objectives have been achieved to date, with specific reference to each of the objectives listed in section 3. This should acknowledge where there is further / ongoing work needed to help achieve objectives.



## Schedule 7 – Funding Breakdown - OPS BLOCK 7

**Name of programme:** Good Growth Fund

**Name of applicant organisation:** London Borough of Newham

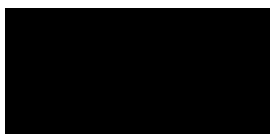
	Total project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Recipient Match	Non Recipient Match	Recipient Match capital	Recipient Match revenue	Non Recipient match capital	Non Recipient match revenue
<b>2020-21</b>	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing
<b>2021-22</b>	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing	Ruled out for e-signing

I hereby certify that:

1. the organisation named above is eligible to provide public match funding

2. the match funding provided does not contain any funds which have been provided by the GLA group

Signed:



Name:

Date:

16/10/2020

## **Schedule 8**

### **Performance Reporting:**

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

- Parts a and b of Schedule 5 on a Quarterly basis.

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

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