

GREATER **LONDON** AUTHORITY

AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO THE MAYOR OF LONDON'S GREEN ROOTS FUND

between

The Greater London Authority

-and-

[GLA TO POPULATE]

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THIS AGREEMENT is made this on [GLA TO INSERT DATE OF SIGNATURE]

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, Kamal Chumchie Way, London E16 1ZE (the “Authority” or the “GLA”); and
- (2) **[GRANT RECIPIENT NAME]** (Company/Charity registration no: **[GLA TO POPULATE]**) whose principal address is at **[GRANT RECIPIENT ADDRESS]** (the “Recipient”)

IT IS HEREBY AGREED THAT:

BACKGROUND

A. The Mayor of London’s Green Roots Fund aims to deliver a greener, more climate resilient city by providing grant funding to transform London’s neighbourhoods and ensure that all Londoners can benefit from nature-rich environments.

B. The Green Roots Fund seeks to deliver against the following objectives:

- Enhancement of green and blue infrastructure in London

This means that projects should:

- make London’s neighbourhoods healthier, more nature-rich and climate resilient
- contribute to ensuring that all Londoners feel the benefits of more good quality and better-connected nature that is resilient, valued and accessible.

- Inclusion and involvement of Londoners in green and blue infrastructure

This means that projects should:

- contribute to ensuring that all Londoners can access green and blue infrastructure and its benefits
- undertake work that makes Londoners feel welcome and comfortable in green, blue and natural spaces, and involve more diverse sets of groups in management and decision making.

C. The Green Roots Fund will support a broad range of project types from public and civil society organisations that are not-for-profit, with a focus on areas and themes where the need for green and blue space (green infrastructure) improvements is highest.

- D. The Fund will distribute a minimum of £12,000,000 in grants over three years. Grants awarded will range from £10,000 to £500,000. There will be five rounds of funding, with awards made twice per year.
- E. The Fund is an open grant scheme, replacing all previous GLA grant schemes for green infrastructure.

1. Introduction

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its Green Roots Fund [*Project name*] project by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are [*words*] pounds sterling (£*numbers*), the Recipient has committed itself to meeting the Project Objectives, [to contributing [*words*] pounds sterling (£*numbers*) to the Project] and securing Match 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 funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 17.

2. The Project Objectives

- 2.1 The Recipient shall use the GLA Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.
- 2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.
- 2.3 The Recipient shall:
 - (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and

(b) where the meeting of Project Objectives consists of the achievement of:

- (i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and/or
- (ii) Project Indicators, notify the Authority in writing immediately upon becoming aware that any Project Indicators are likely to exceed or are likely to be less than the relevant agreed number of Project Indicators set out in Part B of Schedule 1; and/or
- (iii) Allocated Funding, notify the Authority in writing immediately upon becoming aware that any funds awarded are unlikely to be defrayed in accordance with this Agreement.

3. Duration of Agreement and Funding Breakdown

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

4. Payment, Performance Monitoring and Reporting Arrangements

- 4.1 Subject to the Recipient complying with all the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this Clause 4.
- 4.2 The Recipient shall meet the Project Objectives on a Milestone basis. The provisions of Part B of Schedule 2 shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.
- 4.3 The Recipient must secure match funding for the Project, equal to 10% of the GLA Funding. Such match funding does not need to be in the form of monies but can also include staffing cost or other similar in-kind offers which have a monetary value equal to 10% ("**Match Funding**"). To the extent that Match Funding is to be applied specifically towards 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 Match Funding.
- 4.4 Whilst not mandatory, the Recipient is encouraged to undertake a project evaluation, evaluating the impacts and Project Indicators of the Project ("**Project Evaluation**"). This can be undertaken internally however for projects over £200,000, the Authority encourages the Recipient to procure an external supplier to conduct the Project Evaluation.
- 4.5 Should the Recipient decide to undertake a Project Evaluation, the Recipient can allocate up to 7% of the GLA Funding towards the costs. There is no prescribed format for the Project Evaluation.

- 4.6 If the Recipient undertakes a Project Evaluation, the Recipient shall provide the Authority with a copy of any related evaluation report within one month of the Project end date, unless otherwise agreed with the Authority. The Authority shall retain a copy of such report for a period of six years from the date of submission of the final report. The Recipient will record in its transaction lists the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 4.7 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 Indicators.
- 4.8 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.
- 4.9 The Recipient shall closely monitor the delivery and success of the Project Objectives throughout the GLA Funding period to ensure that the aims and objectives of the Mayor's Green Roots Fund and the Project Objectives are achieved.
- 4.10 The Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Recipient has used the GLA Funding in accordance with this Agreement.
- 4.11 The Recipient and the Authority shall meet to review the progress of the Project on a regular basis, at such times and locations as the Authority reasonably determines and will be, but is not limited to, the frequency set out in the Recipient's Application Form. Wherever possible, the Recipient shall ensure that the Recipient's Representative and other relevant Project staff attend such meetings and the Authority shall ensure that the GLA Grant Manager attends such meetings.
- 4.12 As set out in the Project Handbook and/or Prospectus, the Recipient will complete Monitoring Review Forms via the online Grant Management System. The Recipient will adhere to the individual monitoring process as agreed with the Authority and recorded in the Grant Management System at the inception of the Project.
- 4.13 The Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Project Recipient's fulfilment of its obligations under this Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the GLA Funding Period.
- 4.14 The Recipient will notify the Authority as soon as reasonably practicable of:

- 4.14.1 any actual or potential failure to comply with any of its obligations under this Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
- 4.14.2 actual or potential variations to the Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.
- 4.15 The Recipient represents and undertakes (and shall repeat such representations each time it provides further information to the GLA in relation to the Project):
 - 4.15.1 that the Monitoring Review Forms and information it gives pursuant to this Clause 4 are accurate;
 - 4.15.2 that it has diligently made full and proper enquiry of the matters described in such Monitoring Review Forms and information given; and
 - 4.15.3 that any data it provides pursuant to an application for the GLA Funding or during the course of this Agreement or related auditing or assurance may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

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 and subject to Clause 5.2 below, the Recipient must not use monies paid to it by the Authority under this Agreement for:
 - activities or objectives not listed in Schedules 1 or 2, the Project Handbook and/or the Prospectus;
 - (a) recoverable input VAT incurred;
 - (b) any liability arising out of the Recipient's negligence or breach of contract;
 - (c) 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
 - (d) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.
- 5.2 For the avoidance of doubt, where the Recipient is uncertain as to whether particular costs are eligible, it should consult the Authority, who may determine the eligibility of such costs in its absolute discretion.

6. Financial Accountability

- 6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:
- (a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Indicators;
 - (b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
 - (c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
 - (d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
 - (e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
 - (f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding becoming Insolvent in the future;
 - (g) keep a record of all (i) Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones and/or Project Indicators (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer); and (ii) Match Funding received. All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be supplied to the Authority (and any person nominated by the Authority) upon request and kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
 - (h) make (complying always fully with the requirements of Data Protection Legislation) all relevant data, information and documents available and provide access at any time for:

- (i) inspection, visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
- (ii) an external audit and review of the Project Objectives, Milestones and/or Project Indicators and of financial appraisal and monitoring systems;

and cooperate fully with the Authority and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard; and

- (i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Indicators, providing the Authority with copies of and access to the same upon request; and
- (j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

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

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

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

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

- (f) date of disposal and sale proceeds (net of VAT).
- 6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.
- 6.6 Unless otherwise agreed by the Authority all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.

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

- 7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:
 - (a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives, Milestones and/or Project Indicators;
 - (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Indicators;
 - (c) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project indicators which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
 - (d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
 - (e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
 - (f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
 - (g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Indicators 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 Indicators as approved not being completed;

- (h) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
 - (i) the Recipient fails to comply with the Authority's policies in place from time to time in place in undertaking activity pursuant to the Project (those of particular relevance are listed in Schedule 4);
 - (j) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Indicators or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Indicators; and/or
 - (k) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.
- 7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.
- 7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
- 7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving four weeks' notice in writing to the Recipient.
- 7.5 In the event that the Authority exercises its right to terminate this Agreement under:
- (a) Clause 7.1:
 - (i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the

extent) expressly provided for in this Clause 7.5;

- (ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - (iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
 - (iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate;
- (b) Clause 7.4:
- (i) the provisions of Clause 7.5(a)(i) to (iii) shall apply; and
 - (ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under Clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and Schedule 2.

7.6 Where the Authority exercises its right to reduce, suspend or withhold GLA Funding, or requires all or part of the GLA Funding to be repaid pursuant to Clause 7.1, where the sums in question relate to GLA Funding paid in respect of Project Indicators, the GLA Funding may be re-calculated based on the revised maximum number of Sustained Indicators 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 Indicators 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

- 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 Procurement Act 2023 and GLA Contracts and Funding Code. For the avoidance of doubt:
 - (i) three or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and

- (ii) an advertised competitive tender exercise (in accordance with the Procurement Act 2023 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000.00; and
- (c) in accordance with government best practice relating to procurement practices and procedures.

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must acknowledge the support of the Authority in any materials that refer to the Project or Project related activity, including (without limitation) in any written or spoken public materials or presentations about the Project or Project related activity. Such acknowledgement must include the Authority's Logos using the form set out at Schedule 3 or as otherwise notified by the Authority from time to time and comply with any branding and publicity requirements set out in the in the Project Handbook and/ or Prospectus for the use of the Mayor of London logo provided in the form set out in Schedule 3.
- 9.2 Where the Project is delivered at a physical location, the Recipient agrees to display signage indicating that the Authority is financially supporting the Project at such location within one calendar month of completion of the Project. The costs of signage must be borne by the Recipient. Signage must comply with the requirements and guidance found in the Project Handbook and/or Prospectus.
- 9.3 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.4 Without prejudice and in addition to its obligations under Clause 9.4 the Recipient shall comply with all reasonable requests from the Authority to facilitate visits, provide materials including (without limitation) reports, statistics, photographs, footage and case studies that will assist the Authority in its promotional activities relating to the Project.
- 9.5 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.6 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free license to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

10. Agency

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

11. Amendment

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

12. Compliance with Legislation and Policies

- 12.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:
 - (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
 - (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and
 - (c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 12.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.
- 12.3 Without prejudice and in addition to Clauses 12.1 and 12.2 the Recipient:
 - (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
 - (b) acknowledges that the Authority is under a duty under section 149 of the Equality

Act 2010 to demonstrate it has paid due regard to the need to:

- (i) eliminate unlawful discrimination and harassment;
- (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and
- (iii) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation): age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),

and shall, in undertaking any activity concerning the Project assist and cooperate with the Authority where possible in respect of the Authority's compliance with its duties under Clause 12.3(b);

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;
- (d) (before the commencement of the Project):
 - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by Data Protection Legislation) concerning such children and vulnerable persons in relation as part of the Project; and
 - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "**Recipient's Responsible Procurement Plan**") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible

Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;

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

13. Liability and Insurance

- 13.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 13.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
 - (a) in respect of Projects over £50,000 only, the Recipient needs to ensure they have public liability insurance 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) in respect of Projects under £50,000 only, the Recipient needs to ensure they have public liability insurance; and
 - (c) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 13.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

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

- 14.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with Data Protection Legislation, including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.
- 14.2 The Freedom of Information Act 2000 (“**FOIA**”) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.
- 14.3 Subject to Clauses 14.2, 14.4 and/or 14.5 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.
- 14.4 The obligations under Clause 14.3 above shall not apply to:
- (a) information which at the time of disclosure is in the public domain;
 - (b) information which is required to be disclosed by law;
 - (c) information which is disclosed with the consent of the disclosing party.
- 14.5 The Recipient acknowledges and agrees that the Authority:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 14.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
 - (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 14.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 14.6 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.

15. Entire Agreement and Counterparts

- 15.1 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.
- 15.2 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original and such counterparts or duplicates shall together constitute one and the same agreement.

16. Force Majeure

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

17. Definition of Terms

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

- 17.1 **“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.
- 17.2 **“Application Form”** means the application document and quarterly profiles submitted to the Authority in respect of the Mayor’s Green Roots Fund activities.
- 17.3 **“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.
- 17.4 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 17.5 **“Data Protection Legislation”** means:
- (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018;
 - (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

- 17.6 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 17.7 **“Financial Year”** means the annual period from 1 April to 31 March.
- 17.8 **“FOIA”** has the meaning given to it in Clause 14.2.
- 17.9 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.
- 17.10 **“GLA Funding”** means a sum of up to [words] pounds sterling (£[numbers]) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.
- 17.11 **“GLA Grant Manager”** means the representative of the GLA responsible for managing this Agreement.
- 17.12 **“Grant Management System”** means the online system which the Authority will use to manage the Green Roots Fund process. This system will be chosen by the Authority and the Authority retains the right to change the system from time to time.
- 17.13 **“Indicator Related Funding”** means, where applicable, the GLA Funding paid in respect of Project Indicators as set out in Part B of Schedule 1.
- 17.14 **“Insolvent”** means:
- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;

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

17.15 **“Intellectual Property Rights”** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights.

17.16 **“Match Funding”** has the meaning given to it in Clause 4.3 of this Agreement.

- 17.17 **“Milestones”** means the milestones set out in Part B of Schedule 2 for the Recipient’s fulfillment of the Project Objectives set out in Schedule 1.
- 17.18 **“Monitoring Review Form”** means the form to be completed and submitted by the Recipient to the Authority via the Grant Management System under Clause 4.12.
- 17.19 **“Overall Unit Cost”** means, where applicable, the total Indicator Related Funding divided by the number of Sustained Indicators. The overall unit cost for the Project is [words] pounds sterling (£[numbers]).
- 17.20 **“Project”** means the [insert project name].
- 17.21 **“Project Evaluation”** means the evaluation of the Project as described in Clauses 4.4 and 4.5.
- 17.22 **“Project Handbook”** means the Project guidelines provided to assist the Recipient implement the Project, as updated by the Authority from time to time.
- 17.23 **“Project Indicators”** means the indicators including the Sustained Indicators to be met by the Recipient as set out in Schedules 1 and/or 2, any annexure thereto and any amendment thereto agreed between the parties in accordance with Clauses 4 and 11, and to be carried out in accordance with the undertakings set out in Schedule 1 Part B.
- 17.24 **“Project Objectives”** means the objectives to be met by the Recipient as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with Clauses 4 and 11, and to be carried out in accordance with the undertakings set out in Part A of Schedule 1.
- 17.25 **“Prospectus”** means the Mayor’s Green Roots Fund: prospectus published at: <https://www.london.gov.uk/programmes-strategies/environment-and-climate-change/parks-green-spaces-and-biodiversity/green-roots-fund/green-roots-fund-prospectus>.
- 17.26 **“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.
- 17.27 **“Recipient’s Chief Financial Officer”** means (i) where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 or, (ii) where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient’s behalf to the Authority for the appropriate amounts as set out in this Schedule 2 for the relevant Milestone.
- 17.28 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.

- 17.29 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 12.3(e).
- 17.30 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA.
- 17.31 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 17.32 **“Sustained Indicators”** means such Project Indicators described as such Schedules 1 and/or 2 or any annexure thereto.
- 17.33 **“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.
- 17.34 **“Unit Rates”** means, where applicable, the values associated with each specific Project Indicator as set out in Schedules 1 and/or 2 or any annexure thereto.
- 17.35 **“Working Day”** means any day excluding Saturdays, Sundays or public or bank holidays in England.
- 17.36 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.

18. Notices

- 18.1 All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been duly served if personally delivered, e-mailed, or by prepaid recorded first class post to the address of the relevant party, as referred to in Annex 6 or as otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6.
- 18.2 Where notices and other communications are personally delivered or e-mailed, such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if sent by prepaid recorded first class post, such communications shall be deemed to have been given and received on the second Working Day after being posted.

19. Governing Law

- 19.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement.
- 19.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 19.4 Subject to Clause 19.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

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

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

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)]

OR IF BEING EXECUTED ELECTRONICALLY

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

.....
Authorised Signatory

.....
NAME (BLOCK)

.....
Position

.....
Authorised Signatory

.....
NAME (BLOCK)

.....
Position]

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

Schedule 1: Project Objectives

PART A: PROJECT APPLICATION FORM

[GLA TO INSERT APPLICATION FORM]

PART B: PROJECT INDICATORS

[GLA TO INSERT INDICATORS TABLE]

PART C: PROJECT SPECIFIC CONDITIONS

[GLA WILL REMOVE NON-APPLICABLE CONDITIONS FROM LIST IN TEMPLATE]

1. The Recipient must provide assurance that they have valid public liability insurance appropriate to the grant funding in-line with clause 13.2.
2. The Recipient must have match funding confirmed prior to the first grant payment by the Authority.
3. The Recipient must confirm that agreements are in place with delivery partners prior to the first grant payment by the Authority.
4. The Recipient must have a safeguarding policy and/or volunteer policy in place.
5. The Recipient can use the Mayor of London's Green Roots grant funding as match funding against other funding to support a larger project. However, where Green Roots grant funding is less than 60 per cent of the total project budget, the Recipient is required to confirm at least 75 per cent of other funding at the point of application, with 100 per cent of other funding to be confirmed prior to signing this funding agreement.
6. The Recipient will be required to provide any habitat data or species records generated during the Project to London's environmental records centre, [Greenspace Information for Greater London](#) (GiGL), to their specified standards.

Schedule 2: Funding Schedule

[GLA TO POPULATE – GM’s to note that if the grant includes tree aftercare, the grant split will differ]

Part A: FUNDING ALLOCATION

Project name:

Year	Total
2025/26	£
2026/27	£
2027/28	£
TOTAL	£

Part B: PAYMENT MODEL

Milestone no.	Headline Milestone Description	Timing of payment	Value of payment (£)
Milestone 1	50% (this will be 50% of the total grant requested, minus the tree aftercare value, if applicable).	Upon signing of grant funding agreement and project specific conditions included in Schedule 1 being met.	[GLA to populate]
Milestone 2	40% (this will be 40% of the grant requested, minus the tree aftercare value, if applicable).	[GLA to populate] Evidence that 40% of your grant (minus tree aftercare) has been spent, and project activity is on track, or an agreed recovery plan is in place.	[GLA to populate]
Milestone 3	10% (this will be the final	[GLA to populate] Upon completion	[GLA to populate]

	outstanding grant value, <u>including</u> tree aftercare, if applicable)	of final monitoring visit reporting and submission of final transaction list.	
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1. The Recipient shall complete and submit to the Authority, requests for payment in line with the above defined Milestones, via the Grant Management System.
2. The date/timings of these Milestones will be as agreed with the Authority during the application stage.
3. Milestone 1 will be paid upon entry into the Agreement and completion of project specific conditions set out in Part C of Schedule 1.
4. The Recipient will provide a completed Monitoring Review Form and supporting transaction list, in the format provided by the Authority, to evidence completion of each of Milestones 2 and 3 payments. Each Monitoring Review Form and the transaction list will need to be completed and submitted to the Authority via the Grant Management System.
5. The transaction list must include eligible Expenditure Incurred and Match Funding during the period prior to the relevant Milestone.
6. The Authority will check that the Recipient has defrayed the necessary amounts, as set out in the above table, to be eligible for payment at each of Milestones 2 and 3. The Authority may request expenditure sample checks to support this process.
7. The Authority will make payment to the Recipient in accordance with this Schedule 2, within 30 days of receipt and approval of the required supporting evidence as described in this Agreement, via the Grant Management System.
8. The Recipient will be required to complete Monitoring Review Forms for non-payment related review meetings where this has been previously agreed with the Authority during the application stage.

Schedule 3: The Authority's Logo

GLA TO PROVIDE THE CORRECT MAYOR OF LONDON LOGO TO BE USED BY THE PROJECT

Where the Recipient chooses to place other logos alongside the Mayor of London logo provided, the Recipient must ensure they are not bigger in size or placed more advantageously. Please refer to brand guidelines for more information: [GLA to provide branding guidelines](#).

Schedule 4: Relevant Authority Policies

London Plan 2021: <https://www.london.gov.uk/what-we-do/planning/london-plan/new-london-plan/london-plan-2021>

London Environment Strategy: <https://www.london.gov.uk/what-we-do/environment/london-environment-strategy>

London Rewilding Taskforce Report 2023: <https://www.london.gov.uk/programmes-strategies/environment-and-climate-change/parks-green-spaces-and-biodiversity/london-rewilding-taskforce>

Mayor's Transport Strategy: <https://www.london.gov.uk/what-we-do/transport/our-vision-transport/mayors-transport-strategy-2018?intcmp=46686>

The GLA Group Responsible Procurement Policy: https://www.london.gov.uk/sites/default/files/gla_group_responsible_procurement_policy_2021.pdf?msclkid=d134c6e2c54911ec99ca43c3fc9131f1