

GREATERLONDONAUTHORITY

AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO Carlsberg-Tetley Building

between

The Greater London Authority

-and-

The Carlsberg Tetley. Project

Summary cover sheet for publication

In compliance with the Local Government Transparency Code 2014

The Greater London Authority must publish details of all grants to voluntary, community and social enterprise organisations. **By signing the grant agreement overleaf, organisations are also accepting the publication of the information** set out below (by GLA officers) and confirming its accuracy:

The beneficiary is:	A voluntary and community sector organisation: ☐ A social enterprise: ☐ Other: ☒ If "Other" please provide more detail:
The award of this grant was formally approved by:	MD 1596
The grant is awarded on:	09/11/2016
The grant covers the following time period:	from 01/04/2016 to 31/03/2018
It is awarded by:	Regeneration Team, Development, Enterprise, Environment
to:	The Carlsberg Tetley Project
Company or charity registration number:	10411182
The grant is for a total of:	Four hundred and fifty nine thousand, one hundred and forty five pounds (£459,145)
Purpose of the grant:	Creation of a new workspace in the former Carlsberg-Tetley building, Silvertown.

IN ORDER FOR THE GLA TO COMPLY WITH THE 2014 LOCAL GOVERNMENT TRANSPARENCY CODE, THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING AGREEMENT WHICH FOLLOWS TO THE GOVERNANCE TEAM AS SOON AS IT IS SIGNED.

(Azadur Rahman azadur.rahman@london.gov.uk / Post Point 17A / Tel extension: 4818).

THIS AGREEMENT is made this day of 09 / 11 / 2016

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 CARLSBERG TETLEY PROJECT (COMPANY NUMBER 10411182)** of whose principal office is office is at 70 Mandarin Wharf De Beauvoir Crescent London N1 5SB("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. A copy of the Recipient's proposal is attached at Schedule 4 to this Agreement.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its programme/project for the Carlsberg Tetley Building by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are one million, seventy two thousand, two hundred and eleven pounds sterling (£1,072,211), the Recipient has committed itself to meeting the Project Objectives and contributing sixty hundred and thirteen and sixty six pounds sterling (£613,066) to the Project ("the Recipient's Contribution") and use all reasonable endeavours to secure Additional Funding for the for use in meeting the Project Objectives.
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 18.

2. The Project Objectives

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

the avoidance of doubt the Recipient shall not be permitted to make claims for GLA Funding designated as capital funding at Clause 18.8 and certified in accordance with Clause 2A in respect of revenue expenditure; nor for GLA Funding designated as revenue funding at Clause 18.8 in respect of capital expenditure.

4.2 Where Project Objectives are to be met on a

- (a) Milestone basis the provisions of Part A of the Funding Schedule 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 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 Where this Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation the Recipient shall do so evaluating the impacts and outcomes of the Project in accordance (as a minimum) the self-evaluation template set out at Schedule 7.

4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.

4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

5. Ineligible Expenditure

5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:

- a) activities or objectives not listed in Schedule 1 or 4;
- 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

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 4;
- b) recoverable input VAT incurred;
- c) any liability arising out of the Recipient's negligence or breach of contract;
- d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
- e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.

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

6. Financial Accountability

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

- a) agree in writing in advance with the Authority any changes to

any of the Project Objectives, Milestones and/or Projects Outputs;

- b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- g) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) 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) 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 6 years after the date of the Project;

h) make (complying always fully with the requirements of the Data Protection Act 1998 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 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

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;

i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs providing the Authority with copies of and access to the same upon request; and

j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 During its useful life no Capital Asset should be sold charged loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the

Authority which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to clauses 6.5 & 6.6 below.

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

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

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

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or

estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

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

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

- 7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:
- a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives; Milestones and/or Project Outputs
 - b) the Recipient fails to deliver the Project or meet the Project Objectives Milestones and/or Project Outputs and/or the delivery of the Project, Project Objectives Milestones and/or Project Outputs is reasonably adjudged by the Authority to be unsatisfactory, which shall include (without limitation) the Recipient's failure;
 - b) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority

has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;

- c) 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;
- d) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- e) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- f) 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;
- g) any of the events referred to in Clause 6.1 (d), (e) or (f) occur;
- 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; and/or
- i) 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 Mayor's London Plan;

- j) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices 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;
- 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 two 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;
- i) 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) 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.

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 including the Public Contracts Regulations 2015 and underlying European Union Procurement Directives if applicable. For the avoidance of doubt:
 - (i) 3 or more written quotations must be sought in respect of purchases with values between £5,000.00 and £150,000.00 (inclusive); and
 - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2006 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; and

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 the application of the Block

Exemptions or notification and approval by the 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 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 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 enterprise in question; and
 - d) permit the Authority its auditors and agents access to the 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 Innovation and Skills and European Commission.

- 8.5 The Recipient shall notify the Authority when the value of Relevant Aid provided under the Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point in order that if the Recipient envisages that Relevant Enterprise's continued participation in the Project the Authority may consider what measures will have 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;
 - b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 8.6 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.
- 8.7 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 a breach of a material term or condition of this Agreement for the purposes of clause 7.1(d).

9. Publicity and Intellectual Property

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

10. Agency

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

11. Amendment

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

12 Review, Consultation and Final Report

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall not less than 7 days

before the date of the relevant Review Meeting submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.

12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.

12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and 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 Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
- b) the amount of Additional Funding secured by the Recipient;
- c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
- d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.

12.4 Any variations to this Agreement that appear to be necessary as a

result of a Review Meeting shall be made in accordance with Clause 11.

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

(a) cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project; and

(b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project.

13. Compliance with Legislation and Policies

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

- a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project; and
- b) 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.
 - (iii) Foster good relations between people who share a protected characteristic and those that do not.

The protected characteristics noted in the Equality Act include: age, race, gender, disability, religion or belief, sexual orientation, gender reassignment. For the first tenet, marriage and civil partnership would also be applicable.

In undertaking any activity concerning the Project the Recipient shall assist and cooperate with the Authority where possible in satisfying this duty;

- (c) acknowledges that the Authority is under a duty under section 404(2) of the Greater London Authority Act 1999 to have due regard to the need to:
- (i) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - (ii) eliminate unlawful discrimination; and
 - (iii) promote good relations between persons of different racial groups, religious beliefs and sexual orientation,
 - (iv) and undertaking any activity concerning the Project, the Recipient shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty; and
- (d) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 1 and section 149 of the Equality Act 2010 as and when section 1 and/or section 149 come into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- (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 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.

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 fulfill 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 manner so as to comply with the Data Protection Act 1998 including (without limitation) the maintenance of an appropriate registration with the Information Commissioner and complies in all respects with the provisions of the Data Protection Act 1998 and all applicable regulations.

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

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

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

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

15.5 The Recipient acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3 the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
- (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA (as defined in Clause 15.2 above). The Authority may in its absolute discretion consult with the Contractor 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

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. Each party shall bear their own costs arising as a consequence of the Force Majeure event.

18. Definition of Terms

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

18.1 **"Additional Funding"** has the meaning prescribed to that term in clause 4.3 of this Agreement.

18.2 **"Agreement Information"** means (i) this Agreement in its entirety

(including from time to time agreed changes to the Agreement) and (ii)

data extracted from the claims made under this Agreement which shall

consist of the Recipient's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;

18.3 "Authority's Representative" means any person nominated by the Authority

from time to time to be its representative for any matters relating to this Agreement.

18.4 "Block Exemptions" means as the context requires the De Minimis block

exemption (EC Regulation 1998/2006) SME Aid block exemption (EC Regulation 70/2001 as amended) Training Aid block exemption (EC Regulation 68/2001 as amended) Employment Aid block exemption (EC Regulation 2204/2002 as amended) and/or Regional Aid block exemption (EC Regulation 1628/2006).

18.5 "Certificate of Output Delivery" means the certificate to be completed and submitted to the Authority in accordance with part B of the Funding Schedule 2, in the form set out Schedule 10 as amended by the Authority from time to time.

18.5 "De Minimis Aid Exemption" means the De Minimis block exemption (EC Regulation 1998/2006).

18.6 "De Minimis Disclosure Form" means the form attached at Schedule 5 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.

- 18.7 **"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.
- 18.8 **"Capital Asset"** means any item of equipment or other asset which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 18.9 **"Expenditure Incurred"** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 18.10 **"Funding Schedule"** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement.
- 18.11 **"GLA Funding"** means a sum of up to four hundred and fifty nine thousand, one hundred and forty five pounds sterling (£459,145) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.
- 18.12 **"Insolvent"** means:
- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;

(c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and

- where the Recipient is a body corporate (or if more than one body corporate than any one of them):

(a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to make such a proposal;

(b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to present such a petition;

(c) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of its property (or part of it) is appointed;

(d) a resolution for its voluntary winding up is passed under Part IV of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);

(e) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as

amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;

(f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;

(g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or

(h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

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

18.14 “Milestones” means the milestones for the Recipient’s fulfillment of the Project Objectives set out in Schedule 1.

18.15 “Output Related Funding” means the any GLA funding paid in respect of Project Outputs as set out in Part B of Schedule 2.

18.16 “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 part (c) of Schedule 2 as amended by the Authority from time to time.

18.17 "Overall Unit Cost" means where applicable the total Output Related Funding divided by the number of Sustained Outcomes..

Where the Authority exercises its right to reduce, suspend or withhold GLA Funding, or require 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.

18.18 "Project Outputs" means any outputs including the Sustained Outcomes to be met by the Recipient and set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.

18.19 "Project" means works set out in the Romford Market.

18.20 "Project Monitoring Form" means the form 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 6a.

18.21 "Project Objectives" means the objectives to be met by the Recipient as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.

18.22 **"Recipient's Representative"** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.

18.23 **"Relevant Aid"** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs or the enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority's advice).

18.24 **"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.

18.25 **"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.

18.26 **"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](#).

18.27 **"Schedule"** means a schedule to this Agreement which shall form part of this Agreement as if set out here.

18.28 **"Statement of GLA Funding Expenditure"** means 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 8 as amended by the Authority from time to time.

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

18.30 **"Sustained Outcomes"** means any outputs or outcomes which by their nature are to be measured over a sustained period as set out at the annex to Schedule 1.

18.31 **"Transparency Commitment"** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its agreements, contracts, tender documents and data from invoices and claims received.

18.32 **"Unit Rates"** means where applicable the values associated with each specific Project Output as set out at part (c) of Schedule 2.

19. 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 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)



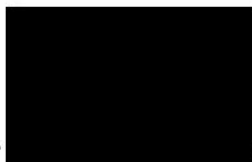
...FIONA FLETCHER - SMITH.....

(Print Name)

...21/11/16.....

(Date)

THE COMMON SEAL of N HARTWRIGHT of the Carlsberg-Tetley Project
was affixed to this Deed in
the
presence of:-



.....
(Signature of Authorised Signatory)

.....NICHOLAS HARTWRIGHT.....

(Print Name)

.....6.11.16.....

(Date)

Schedule 1

Project Description

Carlsberg-Tetley building - LRF Project (draft)

Introduction and Summary

The Carlsberg-Tetley Building is located in The Royal Docks Silvertown London Borough of Newham, in close proximity to Excel, London City Airport, and University of East London. As part of the London Regeneration, the project will look to fit out the existing building as flexible, creative workspace, including;

- 14,500 sq ft of studio space
- 800 sq ft of communal space
- 1,990 sq ft of café space
- 3,330 sq ft of gallery space
- 6,700 sq ft of roof space

Across London there is currently a huge demand for workspace and higher density employment areas. As part of the Mayor's wider vision for regeneration of the Royal Docks, it is envisioned that the area will be home to 24,000 new homes and 60,000 new jobs. Meeting these ambitious jobs targets requires new forms of high density employment in the area. The area is on the cusp of a wide ranging development and regeneration scheme, including projects being brought forward from The Silvertown Partnership with up to 500,000 sqft of creative workspace in and around Millennium Mills, and Notting Hill Housing also providing workspace in the area through their S106 provision.

However despite the longer-term plans there is still a gap over the time it takes to bring these developments forward and also the accessibility of

these developments. The Carlsberg Tetley Building is ideally placed to bridge this gap and enable early place making, subsequent regeneration and engagement with existing businesses, communities and local organisations. The building has the potential to become an exemplar project for the type of workspace to be provided in the Docks, as well as attracting new workspace providers and businesses to the area. It also presents an opportunity to engage with and promote existing providers such as Waterfront Studios, which are currently providing workspace in the area.

The project will bring the former Carlsberg-Tetley building back into use as a managed workspace, providing studio, office and workshop type space for SMEs across a range of sectors. Built in 1964 - 1965, by Architects Munca and Kennedy, the Carlsberg & Tetley Building sits on 3/4 acres of fully developed factory premises. It is a 300 feet long composite building with main offices on the first floor. The original office space is 8,500 square feet while the total area including ancillaries is over 30,000 square feet. The building has been vacant since the early 2000s. The building and site is currently 1/3 owned by GLA and 2/3 owned by Quintain.

GLA funding will be used to bring the building back into use as a workspace. The new space will be managed by the CT Project (CTP) who have secured a 15 lease with Quintain.

Heads of Terms

"First Break Date"

means 1 December 2020;

"Initial Rent"

means a peppercorn if demanded until but excluding the third anniversary of the Term per annum from the Rent Commencement Date

"Premises"

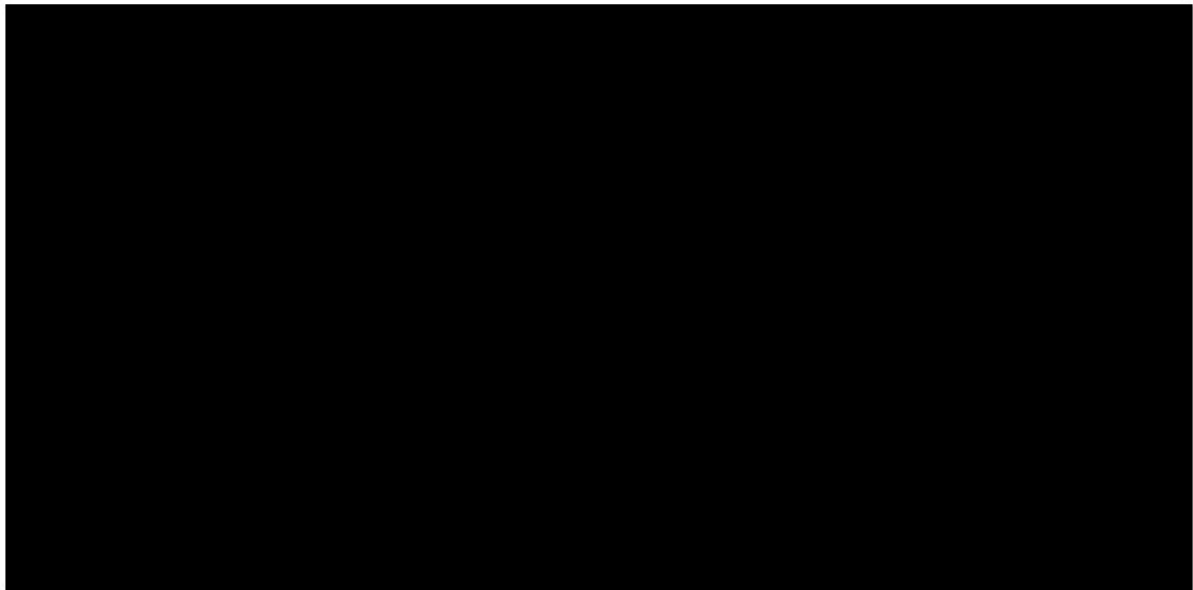
means the whole of the building known as the former office building at Silvertown Industrial Park, North Woolwich Road, Silvertown, London E16 1AF, as shown edged red on the Plan and including:

"Rent"

means the Initial Rent, the Second Rent and the Third Rent;

"Rent Commencement Date"

means the date of this Lease;



The site is currently earmarked for redevelopment, meaning the project has a finite lifespan. The GLA, LB Newham and CTP are working with Quintain to explore options around securing a long term future for the workspace, either through retention of the existing building or integrating new workspace into future development. By establish a thriving workspace, the project will help to boost demand for any new commercial space, and has the potential to provide an established tenant base that can be integrated into future developments.

Project Objectives

The project will bring the former Carlsberg-Tetley building in Silvertown (LB Newham) back into use as a managed workspace, providing studio, office

and workshop type space for SMEs across a range of sectors. The project will;

- Bring new life to a landmark building in an area about to undergo substantial regenerative change
- Create a local arts hub, activated through residents working in studios and an array of cultural events, managed by The CT Project
- Create jobs and attract businesses to help support the local economy, and underpin the substantial housing growth planned for the surrounding area
- Provide high quality managed workspace for businesses in a range of sectors.
- Attract creatives professionals and new enterprises to the Silvertown area, with priority given to existing local businesses looking for new workspace
- Provide tailored business support to businesses in the CT building
- Provide a fully formed tenant base to occupy new commercial space in future developments when building is returned to Quintain / GLA

Project Activities

Physical works

Access and mobilisation

Substantial remedial works are required in order to make the site suitable for use as workspace. This includes the removal of asbestos and the potential reprovision of services to the building. Safe disposal of all contaminated material in accordance with method statements developed in dialogue with Rhodar, a specialist asbestos removal contractor . An initial survey report from Rhodar was included in Mill Co Projects original bid to the London Regeneration Fund. An initial site inspection and full building audit will ascertain the suitability of building elements and services: windows, heating system, small power, ventilation, fire alarm etc.

Workspace fit out

The design and fit out of the workspace will be agreed as per the design dialogue agreement set out below. The building will be fitted out as high quality workspace including;

- 14,500 sq ft of studio space
- 800 sq ft of communal space
- 1,990 sq ft of café space
- 3,330 sq f of gallery space
- 6,700 sq ft of roof space

Given the limited budget fit out will be light touch, with minimal alterations to the structure of the building.

External Works

External works will run concurrent with internal fit out works. Immediately adjacent beneath the DLR flyover public realm will be transformed into community events space, while localised regrading will create new access routes with associated lighting and seating. In addition, external lighting of

the building facade and underside of the flyover will be used to create a more inviting public frontage. Installation of public art working with Elia Chali on the building exterior and potentially linking up with Outset Contemporary Arts to look at further curation of the gallery spaces. As with the internal fit out, all external works will be subject to the design dialogue agreement set out below.

Managing workspace

Targeting The workspace will be managed by the CT Project. Studio space will be rented out at an average of £20/ sqft (fully serviced) with the potential of charging move up rents for start-ups, as well as more subsidised rents for not-for-profit companies and charities.

Local businesses will be targeted through working closely with LB Newham. CT Project have already made introductions about the building and the development to Shelim Shakur and Nicola Elcock at LB Newham. Further engagement with existing workspace provider Waterfront Studios will ensure that there is collaborative and helpful support for local enterprise.

Business support

As well as offering new workspace, the project will be delivering a package of business support and training. This will be provided by Enterprise for London business support provider, using SFEDI accredited advisors.

A business advisor will be at the centre 2 days per week to provide 1 to 1 support sessions and training sessions, as well as referring suitable businesses to the Start Up Loans Programme, which offers funding of £1,000 to £25,000 for pre start businesses and those that have been trading for under two years.

Alongside the programme of business support, CTP will run a series of Theatre events, music events, screenings, gallery exhibitions and shows.

Project Governance

GLA design dialogue / project management arrangements

The above activities will be developed in collaboration with the GLA, paying due regard to the following arrangements, in particular for activities involving design, placemaking, or 'look and feel' issues.

1. Project Scoping

CTP will share any scoping work that has been undertaken and arrange a meeting to present and discuss this work. The GLA lead will provide comments and, if required, recommend further work to be undertaken before brief writing begins.

2. Brief writing

The GLA lead, and CTP will collaborate on brief writing and the brief will be agreed by both parties before issue. This will involve regular discussion on approach to the brief or briefs and brief writing with direct input from GLA lead.

3. Procurement

Procurement options and the final procurement route will be discussed and agreed by the GLA lead and CTP before actions are taken and procurement process begun. CTP and GLA lead will also agree processes associated with the chosen route, such as selection criteria, framework panel selection, e-tendering portals or other processes. The GLA lead will be invited to contribute to selection and interview processes.

4. Project development

Regular meetings will be organised with the GLA lead and any relevant appointed consultants in attendance. CTP will keep the GLA lead informed of all developments and share all material such as drawings and other documents in advance of any meetings and as requested. The GLA lead will

offer comments on project design and process, and arrange design reviews and workshops as required or agreed with CTP.

5. Development-to-delivery milestone

A single primary development to delivery milestone will be agreed. This milestone is anticipated to be around December 2016, to coincide with the appropriate stage in the project programme. A formal project review will then be arranged by the GLA lead to coincide with this milestone. Delivery funding will be subject to a satisfactory report from the review panel. Secondary project specific development to delivery milestones may also be agreed for some of the individual sub-projects.

6. Delivery

The GLA lead and CTP will hold regular (at least monthly) update meetings during delivery phases to review all work including any development of, or change to designs or initial proposals. The borough will share all relevant documents including all drawings, technical reports and other documents and offer site visits where required.

7. Completion and evaluation

CTP and the GLA lead will agree the process of evaluation and the borough will share all work associated with evaluation process with the GLA lead.

8. Meetings and Reviews

Operational Board - Project Managers, Project Leads, and consultants, where relevant)

Recurrence: monthly or 3-weekly as required

4 days in advance:

- Agenda prepared by delivery partner lead
- Documents circulated to GLA and provided at meeting, at appropriate scales and number of copies. These should include:
 - Related reports and studies
 - Briefs or project scoping documents

- Drawings - plans, sections, maps, illustrations as appropriate
- Site photographs

Within 1 week:

- Notes circulated by borough lead to other team members and GLA project lead.

Formal/high-level project reviews (Mayor's Design Advisory Group)

Recurrence: as required, to coincide with the development-to-delivery milestone.

10+ days in advance:

- Agenda circulated by GLA lead.
- Relevant documents circulated by consultants on instruction from borough lead.

Within 10 days:

- Recommendations circulated by Project Review Panel Chair.

Receiving and distributing funds

Funds will be drawn down from the GLA by CTP and will contribute to a single project fund with the addition of TMCP's match funding. CTP and GLA will look to agree bespoke funding provision (pay when required or monthly) before switching to quarterly claims process after larger parts of GLA capital funding have been claimed. This will relate to particular agreed upon expenditures.

The grant agreement between GLA and CTP will include key clauses that ensure a minimum period of delivery before any significant alterations to provision will be allowed.

Annex to Schedule 1

Outputs and outcomes

Outputs shown below are down from the original application. This is due to a misunderstanding about the timescale of outputs in the original application to the LRF. The table below set out the expected outputs over the lifetime of the project funding, while the second table shows outputs post 2019.

Variations in sqm of commercial space are due to the inaccessibility of the building prior to a lease being signed.

Outputs / outcomes	Baseline	Target	Total	Monitoring Approach Overview	Information Collected
	<i>Where applicable please include a baseline figure</i>	<i>What is your overall aim against this output?</i>	<i>What was the actual you achieved?</i>	<i>Please insert a brief description of the approach you will take</i>	<i>List monitoring & verification information you intend to collect</i>
Value of match funding	N/A	£613,066		Gross funds spent - completed schedule signed by Finance Director, validated by receipts. Copies of paid invoices.	Claims submissions with evidence of spend inc. invoices
New jobs created	0	60 jobs created		Business support offer will provide basic monitoring information	Business - name, address, post code, telephone number, ownership and

					number of employees. Job - title of the new or attracted job, contract of employment with expected start date, hours of work. Letter or form signed by employer to confirm jobs are as a result of the project. To avoid double counting, a job must not be counted again if it is filled over time by different people. Safeguarded jobs (i.e. those that may have been lost without the intervention) are not included. Positions created before the start of the current Mayoral term are not to be included, even if they are recorded as achieved after the start of the Mayoral term (for example referring to outcomes recorded after 26 weeks).
No. of SMEs supported to start up		45 SME supported to start up		Based on 3 years of Enterprise for London figures.	Business - name, address including post code, telephone number, contact details, ownership, number

					of employees Start of trading - Company Registration Number / VAT Number and date of registration of NI Class 2 date of registration and date of first transaction.
Businesses supported	N/A	135 business supported		Business support offer will provide basic monitoring information	Business - name, address including post code, telephone number, contact details, ownership, number of employees Support - details of the provider of any support (name and address). Details of the assistance provided to the pre-start or business to include a record of hours of assistance. Form or letter confirming consultancy support and hours.
Area of improved commercial floorspace		2500 sqm		Architect drawings will demonstrate the area improved (before and after) and invoices and contracts to demonstrate work has been commissioned and	Architect drawings will demonstrate the area improved (before and after) and invoices and contracts to demonstrate work

				completed	has been commissioned and completed. The designs will be supplied as part of invoicing. Photos showing the area before and after improvements.
Area of public realm improvements	N/A	1000 sqm		Architect drawings will demonstrate the area improved (before and after) and invoices and contracts to demonstrate work has been commissioned and completed	Architect drawings will demonstrate the area improved (before and after) and invoices and contracts to demonstrate work has been commissioned and completed. The designs will be supplied as part of invoicing. Photos showing the area before and after improvements.
Cultural or other public events held	n/a	24 events		Photographs of events, and any promotional material will be sent to the GLA lead	Photographs of events, and any promotional material will be sent to the GLA lead
Number of vacant buildings brought back into use	n/a	3		Survey to be undertaken before start of project after two years and again at end of the year. Analysis of changes in perception.	Signed occupation / rental agreement / license / meanwhile lease etc. showing start and end dates of occupation / agreement

Note: Longer term outputs relating to outputs delivered post 2019

ADDITIONAL LRF PERFORMANCE MEASURES

	Outputs / outcomes	Baseline	Target	Monitoring Approach	Information Collected
	New jobs created	NA	Number of jobs (post 2019)	Monitoring from Enterprise for London and CTP admin data	Business - name, address, post code, telephone number, ownership and number of employees. Job - title of the new or attracted job, contract of employment with expected start date, hours of work. Letter or form signed by employer to confirm jobs are as a result of the project. To avoid double counting, a job must not be counted again if it is filled over time by different people. Safeguarded jobs (i.e. those that may have been lost without the intervention) are not included. Positions created before the start of the current Mayoral term are not to be included, even if they are recorded as achieved after the start of the Mayoral term (for example referring to outcomes recorded after 26 weeks).
	No. of SMEs supported to start up	NA	Number of starts (post 2019)	Monitoring from Enterprise for London and CTP admin data	Business - name, address including post code, telephone number, contact details, ownership, number of employees Start of trading - Company Registration Number / VAT Number and date of registration of NI Class 2 date

					of registration and date of first transaction.
	Businesses supported	NA	Number of businesses supported (post 2019)	Monitoring from Enterprise for London and CTP admin data	Business - name, address including post code, telephone number, contact details, ownership, number of employees Support - details of the provider of any support (name and address). Details of the assistance provided to the pre-start or business to include a record of hours of assistance. Form or letter confirming consultancy support and hours.
	Number of events held	NA	12 events per year for lifetime of project		Photographs of events, and any promotional material will be sent to the GLA lead

LIST OF SELECTED OUTPUT DEFINITIONS AND METHODOLOGY FOR COLLECTING EVIDENCE BELOW. PLEASE USE THESE FOR CALCULATING BASELINE DATA

Outputs	Definitions	Verification
Public Realm improvements (m2)	Improved: significant improvement in the quality of the built environment through improved use of space, urban design and improved quality of materials used. Could be linked to measurement of time savings, reductions in road safety incidents, increased perception etc. New: space which was previously not for public use which is transformed into pavement, road, street furniture & park area.	Architect drawings demonstrating the area improved (before and after) and invoices and contracts to demonstrate work has been commissioned and completed. The designs should be supplied as part of invoicing.
Value of match funding (£) from partner bodies as a result of GLA investment	Covers all funding committed to Mayoral projects or programmes. Two types recorded include: 1) Direct match in the Grant Agreement and monitored as part of the project quarterly claims; 2) Match committed to a programme or area-based intervention where there is a series of complementary investments.	Value of other funding attracted to the target area in addition to GLA funding. Gross funds spent - completed schedule signed by Finance Director, validated by receipts. In kind contributions - all contributions should be converted to cash and signed off by Finance Director. Validated as above by receipts, time sheets, invoices.
No. of jobs created	New - should not have existed in the London borough or the employer before the intervention. Permanent - should have a life expectancy of at least 26 wks. FTE - 35hrs or more per wk.	Business - name, address, post code, telephone number, ownership and number of employees. Job - title of the new or attracted job, contract of employment with expected start date, hours of work. Letter or form signed by employer to confirm jobs are as a result of the project. To avoid double counting, a job must

		not be counted again if it is filled over time by different people. Safeguarded jobs (i.e. those that may have been lost without the intervention) are not included. Positions created before the start of the current Mayoral term are not to be included, even if they are recorded as achieved after the start of the Mayoral term (for example referring to outcomes recorded after 26 weeks).
No. of jobs safeguarded	Must be a permanent, FT equivalent job which is at risk when the project is approved. At risk is defined as being forecast to be lost normally within one year (i.e. must be specified or if the sector is in longer term decline a longer period might be appropriate).	Business - name, address, post code, telephone number, contact details, ownership, number of employees Safeguarded - job title, contract of employment and duration (1 year or longer), hours of work (for FTE calculation) A letter from employer or form at end of project confirming that safeguarded job is as a result of project.

Increase in business turnover	Increased financial turnover can be defined as the volume of a business output in terms of profits over a given number of years or period of time	Annual audited business accounts, via Company House.
Increase in visitor satisfaction	Increase in visitor satisfaction in the target area over agreed period.	Start and End Surveys of town centre users - at start of delivery (baseline position) and at end

Increase in footfall	Also known as People Counting or Shopper Counting, as the measurement of the number of people entering passing a certain location or entering a shop or shopping mall. An increase in footfall is measure from the baseline position over a period of time compared to another survey after an expected change or trend has taken place.	Survey count verification comparing baseline position at two particular locations where people are expected to pass or enter and a new survey count at a different time or date.
Reduction in vacancy rate	Vacancy rates are statistics kept on vacancies in rental properties, homes for sale, and hotels. High vacancy rates are usually viewed as a sign that the market is struggling, while low rates are desirable, because they indicate that property is a hot commodity and that vacancies rarely remain unfilled for very long.	Consulting census data, local government offices.
New apprenticeship starts	A job with an accompanying skills development programme designed by employers in the sector. Allowing apprentice to gain technical knowledge, real practical experience, with functional and personal skills.	Name or employee number, details of previous employment (or worklessness), employee start date, apprenticeship start date (if different), postcode, date of birth, gender, ethnic origin, disability, criminal convictions, job title, details of apprenticeship framework, level, provider of apprenticeship. Apprenticeships can be counted only if they represent a new post in a company. An existing post in a business replaced by an apprenticeship post cannot be recorded
New or Improved commercial/ business space (m2)	New or upgraded: new buildings constructed as part of the project, refurbished, improved or adapted for productive use as part of the project. Improved: Actual floor space or potential market value has been increased by some physical improvement.	An architect's floor plan drawings showing floor space area. Copy of completion certificate to demonstrate works undertaken. Surveyor reports from pre and post completion of works.

--	--	--

Schedule 2

Funding Schedule and Milestones

Part A

Milestone Related GLA Funding

1. On achievement of the Milestones, the Recipient shall submit a claim form in the form set out at Schedule 6b (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 statutory chief financial officer (which shall mean where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 (Recipient's Chief Financial Officer)) to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
 - (a) 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 Monitoring Forms set out at Schedule 6a); 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 invoices which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.

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

[insert excel]

Part B

Output Related GLA Funding

1. The Recipient shall complete and submit to the Authority, within 14 days of the end of each quarter (quarters commencing on 1 April 2016, for the term of this Agreement, a:
 - (a) completed Outputs Value Return (in the form set out at part B of Schedule 7 as amended by the Authority from time to time).The Recipient shall ensure that all Outputs claimed meet the eligibility criteria as specified in Schedule 11 (Programme/Project Output Definitions & Evidence Requirements);
 - (b) written report detailing progress in meeting the Project Outputs, the application of the Recipient's Contribution to the Project Outputs 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 such other documentation and information as the GLA may require from time to time (in the form of the Monitoring Forms set out at Schedule 7);
 - (c) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
 - (d) in addition and without prejudice to the forgoing provisions of this paragraph 1 the Recipient shall prepare and submit to the Authority an end of Financial Year Estimate Claim which shall confirm actual Outputs delivered pursuant to the Project to date and the associated drawdown of GLA Funding and provide a prudent estimate of all outstanding Outputs to be delivered pursuant to the Project to the end of that Financial Year (31 March) no later than 4 March in each Financial Year in respect of which GLA Funding has been or is to be sought;

(e) the Recipient shall no later than fifteen (15) Working Days after the end of a Financial Year in respect of which GLA Funding payment has been or is to be sought submit to the Authority a fourth quarter actual claim indicating actual Outputs delivered in the fourth quarter (January-March) of the previous Financial Year;

(f) as soon as reasonably practicable after the end of each Financial Year in respect of which GLA Funding payment has been or is to be sought and by such date as the Authority shall specify (provided always that such date shall be no later than 31 July in the Financial Year immediately succeeding that Financial Year (the "Final Statement Date")) the Recipient shall submit to the Authority a Certificate of Output Delivery which shall confirm actual Outputs delivered and the associated drawdown of GLA Funding.

2. The Authority shall make payment to the Recipient 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 provided always that Recipient hereby acknowledges and agrees that in any event the Authority shall not pay any claim(s) for the final ten percent (10%) of the GLA Funding until it is satisfied, having conducted any final monitoring and/or verification exercises which it considers, in its absolute discretion, necessary or otherwise.
3. The Recipient shall only include in any claims made in respect of Outputs made under this Agreement sums calculated in accordance with the Unit Rates for delivered Project Outputs as set out in this Output Related Funding Schedule and which meet the eligibility criteria as specified in Schedule 11.
4. If the Certificate of Output Delivery shows that the GLA Funding paid to the Recipient as at the date of the submission exceeds the Project Outputs delivered in the period to which the Certificate of Output

Delivery relates, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following submission of the Certificate of Output Delivery to the Authority. 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.

5. In accordance with the guidance set out in the Output Definitions & Evidence Requirements document (Schedule 11 of this Agreement), the Recipient shall retain data and systems needed for verification of each Output that has been delivered. This information shall be reviewed by the Authority at review meetings in accordance with Clause 12 of this Agreement.

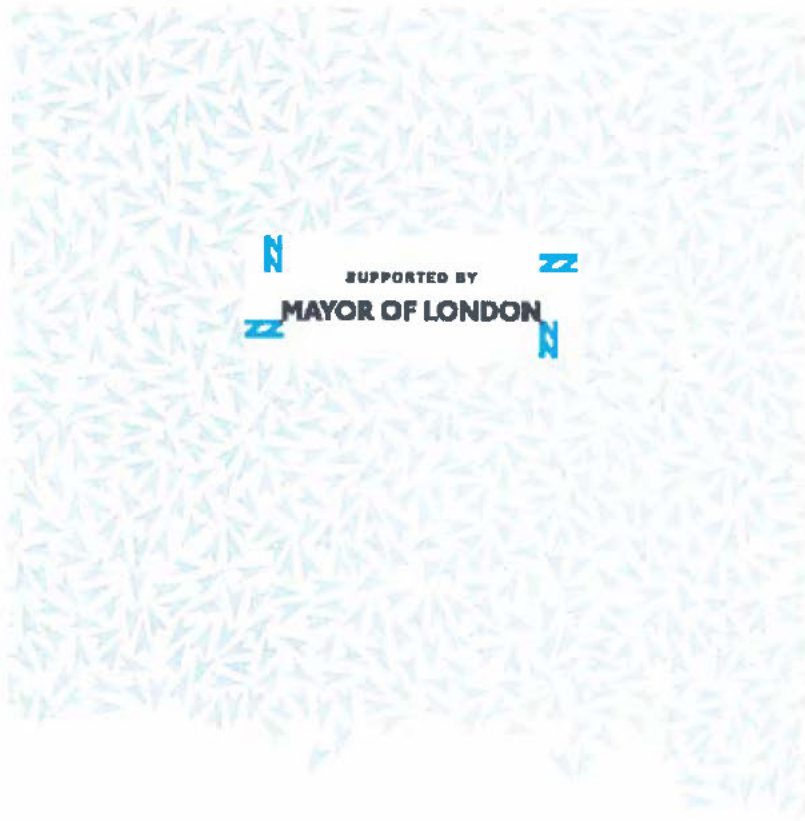
Output Related Funding Schedule and output definitions

N/A

Schedule 3

The Authority's Logo

SUPPORTED BY MAYOR OF LONDON



Guidelines for using our 'Supported by' logo

Please observe our exclusion zone - double the height of the 'N' as clear space on all sides

Run the grey logo on light backgrounds and the white logo on dark backgrounds

Check the logo is a minimum of 30 mm wide in print, 150 pixels wide on screen

Then send work featuring the logo to design@london.gov.uk for sign off

Thanks

Schedule 4

See overleaf

Schedule 5

De Minimis Disclosure Form

GREATER LONDON AUTHORITY DE MINIMIS AID DISCLOSURE FORM

Please complete this form as appropriate.

Name of Business/Organisation: The Carlsberg Tetley Project

Address:

Telephone:

1. I/ We recognise that the assistance, grants and other benefits (as relevant) funded by the Greater London Authority and being provided under the above Project involves the provision of assistance that under European Union rules is characterised as "De Minimis Aid"¹ within the meaning of the European Commission's De Minimis Aid Exemption Regulation (EC Regulation 1998/2006²).

2. I/ We declare that within the past 3 consecutive financial years (1st April to 31st March) the above business [has] [has not] received assistance, grants or other benefits from the Greater London Authority whether under this Project or any other Greater London Authority programme, or any other public body or public source

and that the value of the assistance received (if any) in the last three (3) consecutive financial years is as follows: [NONE.....]

(If none was received in the last 3 financial years, state "None" or "N/A" below; include any aid you have applied for but not yet had a decision about.)

Date of Payment	Name of Provider	Amount £	Reason for Payment

¹ See Annexure 7(a) for an explanation of De Minimis Aid

² Made 15th December 2006, effective 1st January 2007

--	--	--	--

I/ We undertake to inform you as soon as possible of any further assistance, grants or other benefits we receive from the Greater London Authority or any other public body or public source in the future.

I/ We recognise that the business may be required by the European Commission to repay the value of the assistance received under the Project (with interest) at any time within the next 10 years if the information in this form is misleading or incorrect.

(As a result of this information the Project Manager will confirm whether you are eligible to receive assistance under this Project.)

Signed



Name

NICHOLAS HARTWRIGHT.

Date

6.11.16.

Please return this form to the Project Manager

Annexure 7 (a)

Explanation of the European Commission's Rules on "De Minimis Aid"

You are being offered assistance under this Project in accordance with the European Commission's rules on "De Minimis Aid" (Commission De Minimis Aid Exemption Regulation 1998/2006). These rules allow any single business (firm, company, sole trader or entrepreneur) to receive up to €200,000 of aid and assistance from public bodies over any consecutive three financial years without contravening European state aid rules. (State aid rules are designed to prevent the public sector giving the private sector subsidies, or covering costs that commercial firms would normally be expected to bear themselves, in order to ensure the common market in goods and services within European Union.)

If your business has received any aid or assistance as "De Minimis Aid" from a public body in the past 3 consecutive financial years (1st April to 31st March) then it must be disclosed and recorded in this form in the table at paragraph 2. This includes aid and assistance provided by the Greater London Authority under this Project or any other one, as well any provided by another public body or source. The Project Administrator will use this information to decide whether you are eligible to receive assistance under the Project.

Any type of assistance, grant or other benefit funded by or from a public body might be caught by these rules if it covers (completely or in part) a cost, risk or liability your business would normally be expected to bear itself if run on normal commercial lines. The following is a list of the more common forms of aid that might come within these rules; however it is not exhaustive. Potentially any assistance from a public body or source might be caught. Depending on the circumstances aid may have been provided as "De Minimis Aid" or under another State Aid regulation. Should you have any doubts on this matter, please contact the body who provided the assistance to clarify the terms on which was given (ask if it was classed as "De Minimis aid") or the Project Administrator.

- Consultancy advice provided either free or at a reduced rate
- Training provided either free or at a reduced rate
- Grants from public bodies (capital or revenue)
- Loans from public bodies at favourable rates
- Loan guarantees from public bodies
- Aid for investment in environmental projects at a free or reduced rate
- Provision of a free or reduced rate feasibility study for research and development or other assistance with research and development
- Grants from an investment trust (including charities) which may themselves have received the funds from a public body
- Grants from a part publicly funded venture capital fund
- Publicly administered funds, even if the funds were originally not public such as the national lottery
- Waiver or deferral of fees or interest normally due to a public body such as the waiver or deferral of rent or waiver of interest normally due on late payment of taxation, rent or other costs to a public body.

Schedule 6 a) Monthly Monitoring Form

[illegible]

b) Quarterly Claim Form

GREATER LONDON AUTHORITY

Schedule 7 Section B

Cover Sheet

For borough use	First Borough:	
	Project name:	
	Project Manager:	
	Start Date:	
	Completion:	

For internal use	GLA Lead:	
	Date submitted to GLA:	
	Programme Manager:	

Contents	Guidance
Section I	Please submit an electronic copy of this claim form signed by your Section 151 Officer, and follow up with an hard copy. Electronic copies should be returned to: your project manager and programme manager. Hard copies should be returned to: your project manager, Greater London Authority, City Hall, The Queen's Walk, London, N1 2AA. Please attach evidence of expenditure (see section II for guidance on acceptable evidence).
Section II	Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure, e.g. third party invoices, purchase orders and/or contract documents and transactions listings from your finance management system and certified as true and accurate records of such expenditure and/or committed expenditure by your section 151 officer).
Section III	A declaration that you have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which the particular claim refers. Please note, although we will not be asking delivery partners to evidence their match funding expenditure, a signed quarterly claim from your section 151 officer will act as a declaration that monies have been spent as agreed in the Funding Agreement. Should there be any slippage, an explanation would need to be provided. This declaration must be signed by both the project manager and the section 151 officer.
Section IV	A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim deadlines, you will be required to wait until the following quarter to submit your claim.

GREATER **LONDON** AUTHORITY

Section 1: Quarterly Claim Form

[Guidance](#)

Host Borough	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in borough	
Email address	
Correspondence address	
Postcode	
Telephone Number	
Mobile Number	

Explanations are group-level only:

A link if you should have a unique ID should be in the order is total is on the 4 line form. Black (up, down, up, up) unique ID (up, up, up, up).

If 17 states should match with the province set out in Schedule 4 of the Funding Agreement

4. Stakeholders should be identified and engaged in a timely and effective manner.

13. Different cases should match with the subcategory set out in 5. projects 4 of the business environment

7. On a separate evidence review to this part of the form, please estimate the nature of the evidence provided to support the expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, information from your finance management system showing actual expenditure on:

1. <http://www.mcgill.ca>

1) Budget should match the Budget as set in Schedule 4 of the funding agreement

16 ("Initiative spent") - In date on this project against the agreement is to include all costs as shown against the schedule of activities

1. Total amount a borrower has to pay for the loan.

1999

Section III: Declaration and undertaking

[Guidance](#)

We declare that:

- We have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this claim refers.
- The information on this form is correct to the best of our knowledge and belief and I/we accept full responsibility for it.
- We undertake that we will keep accounts, invoices and receipts for 5 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers.
- We have taken delivery of and/or incurred expenditure on the project objectives for which we are claiming grant and our claim covers only the amounts spent on the items described in this form. Our claim is for the net costs of the items, excluding recoverable VAT.
- We undertake that we will notify the GLA immediately in writing or by email of any changes to the details provided in this form.
- We confirm that this claim is for the following amount and relates to the following quarter:

Capital		£0
Revenue		£0

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

Delivery Partner	Forecast (£)	Actual (£)	Variance	Comments
			0.00	
			0.00	

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

GLA Funds	Project Lifetime Budget	15/16 Budget	1Y 15/16 YTD	15/16 Remaining Budget	Future Years Budget*
Capital				0.00	
Revenue				0.00	

- We confirm that the following is an accurate reflection of the match funding accounts:

Match Funds	Project Lifetime Budget	15/16 Budget	1Y 15/16 YTD	15/16 Remaining Budget	Future Years Budget*
Capital				0.00	
Revenue				0.00	

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

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	15/16 Budget	1Y 15/16 YTD	15/16 Remaining Budget	Future Years Budget*
Capital	0.00	0.00	0.00	0.00	0.00
Revenue	0.00	0.00	0.00	0.00	0.00

This declaration must be signed by the project manager and the Section 151 Officer.

Signature	Name in BLOCK letters	Position	Date
		(Project Manager)	
		(Section 151 Officer)	

*Only complete if there is approval for budget beyond 15/16.

GREATER **LONDON** AUTHORITY

Performance Reporting Schedule 2015/ 16

Financial period	Deadline for quarter (n) submissions by delivery partners
Quarter 1	TBC
Quarter 2	TBC
Quarter 3	TBC
Quarter 4	TBC

Schedule 7

SELF-EVALUATION TEMPLATE

Use this template to complete the self-evaluation.

Project Summary	
Place Name	
Borough Name	
GLA Project Manager	
Manager completing the self-evaluation	
Total GLA funding for project	
Total lifetime cost of project	
Other public/private investment	
Actual Project start date	
Actual Project end date	

1.0 Executive Summary

A one page (maximum) Executive Summary of your project and key achievements and/or lessons learned.

2.0 Project Background, Context and Rationale

Please provide a brief overview of your project; including a description of the study area (ideally this should include a map).

Please also provide a brief overview of the background to your project, including the theoretical market failure rationale if known. Please also refer

to the stated rationale set out in your application for the London Regeneration Fund.

Please also acknowledge any potential limitations of your evaluation. For example, inconsistent data collection, unrepresentative survey samples, couldn't get in contact with key stakeholders etc. This will help us to contextualize your findings.

3.0 Project Aims and Objectives

Please briefly list the key aims and objectives, including a logic chain to illustrate how these aims and objectives are expected to occur.

Rationale

Aims

Inouts

Outputs

Outcome

- There is clear demand for affordable, and flexible creative workspace across London. - There is also an ambition, part of the Mayor's Vision for the Royal Docks to create 60,000 new jobs in the area. This requires new forms of high density employment that are currently not located within the Docks. - While there are a number of housing led regeneration schemes coming forward which will provide workspace on the ground floor, many of these schemes are still in the early stages of planning. There - Mill Co and Newham have the potential to benefit from businesses	- To create a high quality new open workspace within the former Carlsberg-Tetley building. - To create an exemplar open workspace project within the Royal Docks. - CT tenants to engage in a tailored business support programme. This will be facilitated by Enterprise for London. - Create xxx sqm of improved public realm beneath the DLR flyover. - Organise a series of events to engage existing business and residential and business communities, as well as	£459,145 LRF funding £457,689 match funding from Mill Co Project	60 jobs created 135 businesses supported 45 pre-starts supported to start up 2300sqm of commercial floorspace improved - Xxsqm of public realm improved - xx events held 1 vacant building brought back into use	- Help establish the Royal Docks as a place for SME businesses + creative activity - Help achieve the Mayor's ambitious targets for new jobs created in the Royal Docks - Create a precedent for a new type of high density, creative workspace within the Royal Docks - Work with Quintain to develop a decant strategy at the end of the project, thereby ensuring that businesses remain within
--	---	---	--	---

priced out of other inner London boroughs that have traditionally been home to creative businesses.	attracting new tenants.			the Royal Docks.
--	--------------------------------	--	--	-------------------------

4.0 Methodology

Key outputs (commercial space improved, public realm improved) will be measured via architects drawings and photographs of completed works. Outputs around jobs created, businesses supported and businesses helped to start up will be captured as part of Enterprise for London's administrative data, as well as tenant data gathered from the Carlsberg Tetley Project. CTP will work with GLA to utilise surveys from IPPR's Start Me Up: The Value of Open Workspace report (to be published December 2016).

5.0 Key Project Activities (NB this may be best presented in the form of a table)

5.1.1 Key Activities Delivered

Please summarise the key activities which have been delivered. Please specify if there are any activities which were not originally set out within your original proposal.

5.1.2 Key Activities Originally Planned but not Delivered

Please describe any activities which were not delivered (but which were set out in your original grant agreement) and why.

6.0 Project Outputs and Spend

6.1: Project outputs and outcomes

Methodology

Output and outcome table (Please complete the table below setting out all of those outputs / outcomes achieved which can be verified. If there are other outputs and outcomes which you are aware of which have been achieved and which have not been verified or which do not relate to those specified below, please record these separately.

If different targets were set for your project i.e. original target outputs and re-profiled outputs, which were agreed with the GLA, then please add an additional column to differentiate between these/0

6.2: Assessment of project impact

Discussion on target vs. actual

Summary of project impact and how these relate to the original aims and objectives

Other benefits not captured (i.e. future outputs)

6.3: Key Findings and Conclusions

Please explain your key findings including any reason for any variance from your original proposals both overall and within the Programme itself.

6.4: Project spend table

6.4.1: Commentary on project spend

6.5 Management and administration costs

Please provide a separate breakdown of the management and administrative costs (further information on this will be provided below).

7.0 Assessment of Impact by Aim/Objective and Outcome

Please summarise the key achievements under the aims and objectives.

7.1 Achievements against project objectives

7.1.1 Aim/Objective 1

7.1.2 Aim/Objective 2

7.1.3 Aim/Objective 3

8.0 Strategic Added Value

Please provide an overview of the Strategic Added Value of the project ideally using the table below. Note: only a few bullets for each relevant area is required.

9.0 Wider Impacts and Issues

To complement the raw data on deliverables, this section of the evaluation is intended to capture wider issues, both successes and challenges, for this funding programme, as well as for London's high streets.

9.1 Key Barriers to Achievement

Please briefly summarise the key barriers to delivering your project successfully?

(this could range from underlying economic or political issues on your high street, to the resources available to deliver the programme, achieving consents, or the timeframes to demonstrate impact)

9.2 Key Achievements

Please briefly state the key achievements of your project.

Beyond milestones stated earlier, this could include progress like culture change, growing partnership working with non-local authority partners in your high street; momentum to secure further funding .

9.3 Management and Delivery Processes

Please briefly summarise the key management and delivery processes.

Do you feel that these arrangements worked well? If not, why?

Areas to expand on could include:

- *Co-ordinating multiple small projects with differing clients and permissions and stakeholders in the borough*
- *Procurement of contractors and consultants to carry out the project*
- *Providing grants to businesses, and monitoring the spend*
- *Challenges of staffing the project management (in-house or externally)*

- *Partnership working with other organisations (such as BIDs, town teams, land owners)*
- *Determining the impact of business support on bottom line/ employment uplift*
- *Co-ordination of multiple stakeholders within the local authority (eg highways, licensing etc).*

9.4 GLA advice and support

Has the support from the GLA regeneration team been of assistance?

Areas to expand on could include:

- *Input/support from the GLA project contact*
- *The development to delivery milestone review*
- *Support from the Specialist Assistance Team*

Do you have any suggestions on how this can be improved upon?

9.5 Value for Money

This should set out benefit cost ratios for each project. This will set out the cost per output / outcome stated in the table above (Table 2-core targets).

9.6 Exit Strategy

Please specify whether any elements of the programme will continue. How will these be funded?

10.0 High streets and their future

This section provides an opportunity for you to provide feedback on the issues, themes and challenges which have become prominent during the course of project delivery or which have characterised your project. What are the major challenges for your high street? Are these the same as when you set out the OLF programme? How has the fund helped you to tackle some of the problems faced by your town centre/high-street?

You may wish to consider issues such as

- *Difficulty in identifying/negotiating with multiple freeholders/landowners in order to make wider improvements*
- *The increase in business rates*
- *The consequence of current use class policy*
- *Development pressure, or lack of investment*
- *Forging effective 'place based' partnerships to support and nurture your high street*
- *"who to go to" issues for the high street, and the changing landscape of town centre managers, town teams and Business Improvement Districts*
- *Lack of up-to-date raw data on actual current business and employment economy and activity on the high street*
-
- *What problems remain? What problems are increasing?*

11.0 Key Conclusions & Lessons learnt

Please set out the key conclusions and lessons learnt (we suggest 3 to 5 in total).

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

How do you intend to use and share the results of the evaluation?

Do you plan to carry out any further evaluation work at a later date? If so, please provide further information regarding timing and approach.

13.0 GLA Peer Review

GLA Project Manager Comments

Notes to GLA Managers: (see suggested guide questions below) the purpose of your commentary is to provide a level of scrutiny of the report that is appropriate to your role and responsibilities as the project's GLA Manager rather than strict verification of all of the report's content; where possible, recommend where and how you think improvements can be made to produce the highest quality self-evaluation that is reasonably possible; avoid yes/no answers - try to offer specific examples from the report to support your comments;

1. **Compliance** *<Have all relevant parts of the report been completed?>*
2. **Timeliness** *<Was the self-evaluation completed in time?>*
3. **Accuracy of the evidence base** *<Is the data and information presented factually correct?>*
<Is the evidence used to support the analysis and conclusions made in this report sound, robust, credible?>
<Have sources of information been adequately referenced?>
4. **Objectivity** *<Are the findings and conclusions objective /impartial - e.g. sufficiently supported and justified by the evidence and analysis presented in the report?>*

GLA Manager Approval:

Name: _____

Signature: _____

Date: _____

Annex to Schedule 7

Table 1. Core Targets

Output / Outcome		Final Target	Actual Achieved	Variance against Final Outputs / Outcomes	Notes: please provide further detail on the following: a) assumptions made in arriving at achieved targets b) any insight you can provide into the nature of support which has resulted in these impacts (e.g. were jobs mostly created through the shop front improvement scheme or something else?) . Please back this up with figures where possible.
Core direct / indirect	FTE Jobs Created			(Actual) (%)	

[illegible]

Turnover						
% Change in Visitor Satisfaction						Please set out baseline and change
% Change in Footfall						Please set out baseline and change
% Change in Vacancy rates						Please set out baseline and change
Young people receiving support / training						
Young people placed in Apprenticeships						

Table 2: Additional Indicators					
Indicator	Target	Actual	Variance	Notes - please specify any notes which you think are appropriate e.g. assumptions made in meeting targets set.	
				(Actual)	(%)

Number of high street frontages improved							
Commercial floorspace created or improved (m2)							
Number of empty shops / buildings activated (pop-ups)							
Area of Public Realm Improved (sq.m)							
Number of street trees planted							
Wayfinding/signage improvements							
Junction/highways improvements							
Number of pocket parks established							

Individuals supported into employment						
Young people supported into employment						
Business support and training: young people, individuals, businesses						
Number of new business start-ups						
Number of events held/ supported						
Town teams established						
Business associations established						
Business Improvement						

Districts (BIDs) supported/established							
...Please add any additional indicators which you think are appropriate.							

Table 3:Project Spend Table

	Final Budget (£)	Actual Spend (£)	Variance Actual spend against Final Budget		Notes - please specify any notes which you think are appropriate e.g. assumptions made
			(£)	(%)	

OLF Funding: Revenue					
OLF Funding: Capital					
Total OLF Funding					
Borough Contribution: Rev					
Borough Contribution: Cap					

Total Borough Contribution					
Private Contribution: Rev					
Private Contribution: Cap					
Total Private Contribution					
Other Contribution: Rev					Please specify source of other funding.

Other Contribution: Cap						Please specify source of other funding.
Total Other Contribution						
Project Cost: Revenue						
Project Cost: Capital						
Total Project Cost						

Table 4: Strategic Added Value		
SAV Type	Definition and Examples	Description of SAV
Strategic leadership	Articulation and communication of regional development needs, opportunities and solutions to partners in the region and elsewhere, which improves confidence and capacity for growth. Examples: Communicating the needs of locations in Outer London Improved confidence in parts of Outer London? Innovative approaches which could be replicated elsewhere?	

Strategic influence	Stimulating activity that defines the distinctive role of partners, gets them to commit to shared strategic objectives and to behave and allocate their funds appropriately. Generating cross-regional partnerships. Examples: Influencing partners to contribute to projects in Outer London - involvement from retail, culture, leisure and the arts? New partnerships formed as a result of the programme/more effective partnerships	
Leverage	Provision of financial and other incentives to	

	mobilise partner and stakeholder resources - equipment, people as well as funding. Examples: Has funding been secured from a range of sources?	
Synergy	Using organisational capacity, knowledge and expertise to improve transfer and coordination and / or integration of the design and delivery of interventions amongst partners. Examples: Existing interventions or partnerships more joined up Partners working more closely to GLA goals	

	Part of a co-ordinated approach to addressing issues in these areas? Is there any evidence of strategic partnerships working across administrative and sectoral boundaries Collaboration with GLA, TfL and Design for London Has there been examples of synergy with major events such as London 2012?	
Engagement	Setting up mechanisms and incentives for more effective and deliberative engagement of stakeholders in the delivery of regional and sub-regional priorities and	

	programmes. Examples: Examples of business engagement Engagement with retail, culture, leisure and the arts? Engagement with the community Engagement with other public sector organisations Political engagement and support? New Traders Associations or BIDs being developed	
--	---	--

Table 5: Summary of approach to evaluation and evidence collected					
Agreed Target	Monitoring Approach Overview	Proposed Sample Size	Sample Size Achieved	Monitoring Timings	Information Collected
CORE LONDON REGENERATION FUND OUTPUT TARGETS					
Per man ent Jobs	New x FTE Jobs Created	xxx Direct beneficiaries (should be 100% of direct beneficiaries xxx Indirect Beneficiaries (should be a representative sample))	xxx Direct beneficiaries xxx Indirect Beneficiaries	[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]
	Jobs Safe guarded	xxx Direct Beneficiaries (should be 100% of xxx Direct Beneficiaries (should be 100% of	xxx Direct beneficiaries xxx Indirect	[Please insert timescales for when monitoring	[List monitoring & verification information collected]

		d	n of approach]	direct beneficiaries xxx Indirect Beneficiaries (should be a representative sample)	Beneficiaries	took place]	
Temporary Jobs	New Jobs Created	x FTE jobs created	[Please insert a brief description of the approach you have taken]	xxx beneficiaries	xxx beneficiaries	[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]
	Jobs Safeguarded	x FTE jobs safeguarded	[Please insert a brief description of approach]	xxx beneficiaries	xxx beneficiaries	[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]

Change in Vacancy Rates	s. Change in vacancy levels from x% in xxxx to x% after OLF R2 intervention s.	[Please insert a brief description of approach]	NOT APPLICABLE	NOT APPLICABLE	[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]
Young people receiving business support	x young people receiving	[Please insert a brief description of	All those receiving support		[Please insert timescales for when monitoring took	[List monitoring & verification information collected]

	business support/training	approach			place]	
Young people in apprenticeships	x young people in apprenticeships	[Please insert a brief description of approach]	All those in apprenticeships		[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]

ADDITIONAL LRF PERFORMANCE MEASURES

Please outline any indication additional measures which you plan to use to demonstrate performance, and give an indication of your monitoring plans.

Insert as many measures as relevant into the rows below. Measures may include (but are not limited to):

Individuals (or young people) supported into employment; business support / training outputs (other than those captured above); area of public realm improved (sq. mts); number of empty shops/buildings activated (pop ups); number of high street frontages improved; commercial

floorspace created or improved (m2); number of new business start-ups; number of events held/supported; number of street trees planted; way-finding/signage improvements; junction/highways improvements; number of pocket parks established, Town teams established, Business associations established, Business Improvement Districts (BIDs) supported/established						
<i>Insert performance indicator</i>	[please insert target, if one has been set]	[Please insert a brief description of approach]	[Please insert, if relevant]		[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]
<i>Insert performance indicator</i>	[please insert target, if one has been set]	[Please insert a brief description of approach]	[Please insert, if relevant]		[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]
xxx	[please insert target, if one has been set]	[Please insert a brief description of approach]	[Please insert, if relevant]		[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]

	has been set]	n of approach]			took place]	
xxx	[please insert target, if one has been set]	[Please insert a brief description of approach]	[Please insert, if relevant]		[Please insert timescales for when monitoring took place]	[List monitoring & verification information collected]

Schedule 8

Name of project: Former Carlsberg-Tetley Building

Name of applicant organisation: The Mill Co Project

	Total project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Non Recipient match	Recipient match	Recipient match Capital	Recipient match Revenue	Non-Recipient match Capital	Non-Recipient match Revenue
2016-17	£491,915	£434,915	£434,915	£0	£57,000	£0	£57,000	£40,000	£17,000	£0	£0
2017-18	£580,296	£24,230	£24,230	£0	£556,066	£0	£556,066	£483,066	£73,000	£0	£0
2018-19	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Total	£1,072,211	£459,145	£459,145	£0	£613,066	£0	£613,066	£523,066	£90,000	£0	£0

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: _____

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

Signed:



Name:

NICHOLAS HARTWRIGHT.