

GREATER LONDON AUTHORITY

**AGREEMENT FOR THE PROVISION OF FUNDING relating to
The London Borough of Haringey Accessibility & Parking
Improvements Project**

between

The Greater London Authority

-and-

**The Mayor and Burgesses of the London Borough of
Haringey**



THIS AGREEMENT is made this 21 day of Sep 2012

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green, London, N22 8LE ("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 5 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 wealth creation and economic development in Greater London], the Authority wishes to assist the Recipient in its Northumberland Development accessibility and parking improvements project by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are three million and five hundred thousand pounds sterling (£3,500,000), the Recipient has committed itself to meeting the Project Objectives and contributing five hundred thousand pounds sterling (£500,000) to the Project ("the Recipient's Contribution") and using its reasonable endeavours to secure Additional Funding for the 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.

- 2.2 Where the Project involves any element of urban design, streetscape design and or architecture, the recipient shall submit full details of such proposed design and/or re-design work to the Authority for their agreement and will co operate fully with the Authority (engaging with the Design for London team) and will agree design dialogue arrangements to be followed (in accordance with available guidance) in the procurement, commissioning and undertaking of agreed design and/or re-design work. The agreed design dialogue arrangements will be integral to the project description and milestones set out in this Grant Agreement.

2A. Designated Capital and Revenue Funding

- 2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that four hundred and nine thousand pounds sterling (£409,000) of the GLA Funding made available in the 2012-13 Financial Year, one million and ninety-six thousand pounds sterling (£1,096,000) in the 2013-14 Financial Year, forty-seven thousand pounds sterling (£47,000) in the 201-15 Financial Year, one million four hundred and eighty-three thousand pounds sterling (£1,483,000) in the 2015-16 Financial Year and four hundred and sixty-five thousand pounds (£465,000) in the 2016/1 Financial Year will be for used solely as a contribution to capital expenditure incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, is estimated to deliver benefits that will accrue over a period of fifteen years on average and on the basis that it will recorded in the Recipient's accounts in this manner. A copy of the certification is attached at Schedule 9 to this Agreement.

3. Duration of Agreement and Funding Breakdown

- 3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until either:
- (a) 24 September 2012 ("NDP Phase 1 Development Phase") the amount of GLA Funding for NDP Phase 1 payable in respect of which shall not exceed £70,000 as detailed in Schedule 2 below; or
 - (b) in the event that the Authority (acting in its sole and absolute discretion) notifies the Recipient at least seven (7) days prior to the expiry of the Development Phase that it wishes to extend this Agreement, 31 March 2014 ("NDP Phase 1 Delivery Phase") provided always that the amount of GLA Funding payable during the Delivery Phase for NDP Phase 1 as detailed in Schedule 2 below shall subject always to Clause 3.2 not exceed £1,090,000; and either
 - (c) 31 May 2013 ("NDP Phase 1 CPZ Development Phase") the amount of GLA Funding for NDP Phase 1 CPZ payable in respect of which shall not exceed

£45,000 as detailed in Schedule 2 below; or

- (d) in the event that the Authority (acting in its sole and absolute discretion) notifies the Recipient at least thirty (30) days prior to the expiry of the Development Phase that it wishes to extend this Agreement, 31 March 2014 ("NDP Phase 1 CPZ Delivery Phase") provided always that the amount of GLA Funding payable during the Delivery Phase for NDP Phase 1 CPZ as detailed in Schedule 2 below shall subject always to Clause 3.2 not exceed £285,000; and either
 - (e) 31 May 2015 ("NDP Phase 2 Development Phase") the amount of GLA Funding for NDP Phase 2 payable in respect of which shall not exceed £89,000 as detailed in Schedule 2 below; or
 - (f) in the event that the Authority (acting in its sole and absolute discretion) notifies the Recipient at least thirty (30) days prior to the expiry of the Development Phase that it wishes to extend this Agreement, 31 December 2016 ("NDP Phase 2 Delivery Phase") provided always that the amount of GLA Funding payable during the Delivery Phase for NDP Phase 2 as detailed in Schedule 2 below shall subject always to Clause 3.2 not exceed £1,771,000; and either
 - (g) 29 February 2016 ("NDP Phase 2 CPZ Development Phase") the amount of GLA Funding for NDP Phase 2 CPZ payable in respect of which shall not exceed £125,000 as detailed in Schedule 2 below; or
 - (h) in the event that the Authority (acting in its sole and absolute discretion) notifies the Recipient at least thirty (30) days prior to the expiry of the Development Phase that it wishes to extend this Agreement, 29th January 2016 ("NDP Phase 2 CPZ Delivery Phase") provided always that the amount of GLA Funding payable during the Delivery Phase for NDP Phase 2 CPZ as detailed in Schedule 2 below shall subject always to Clause 3.2 not exceed £525,000.
- 3.2 Should the Authority exercise its right to extend this Agreement pursuant to Clauses 3.1(b), 3.1(d), 3.1(f) and 3.1(h) it may (acting in its sole and absolute discretion) provide additional funding to the Recipient during the Delivery Phase, the amount of any such additional funding which shall be notified in writing to the Recipient provided always that such additional funding shall, if provided, be treated as GLA Funding and:
- (a) shall only be provided if the Recipient provides the Authority with all and any information and documents that the Authority requests; and
 - (b) may be provided subject to such conditions as the Authority specifies.

4. Payment, Performance and Monitoring Arrangements

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the

Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with the Funding and Milestones Schedule and Clauses 4.2 and 4.3. For the avoidance of doubt the Recipient shall not be permitted to make claims for GLA Funding designated as capital funding at Clause 18.11 and certified in accordance with Clause 2A in respect of revenue expenditure; nor for GLA Funding designated as revenue funding at Clause 18.11 in respect of capital expenditure.

- 4.2 On achievement of the Milestones, the Recipient shall submit a claim form in the form set out at Schedule 7 (with supporting evidence of Expenditure Incurred on the Project Objectives including 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 and Milestones 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 7);
 - (b) copy invoices clearly showing the Expenditure Incurred on the Project Objectives 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
 - (c) such other evidence and information as the GLA may require from time to time (as set out in the Funding and Milestones Schedule or otherwise).
- 4.3 The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding and Milestones Schedule (Schedule 2), 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 Clause 4.2.
- 4.4 If the report referred to in Clause 6.1(g) 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). 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.

- 4.5 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.
- 4.6 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 8; and in addition to such self evaluation.

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 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 as set out in Schedule 1;
- 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 and Additional Funding received, and the Recipient shall deliver to the Authority a report setting out a detailed analysis of how the GLA Funding has been spent, with such report to be approved by the Authority within 30 days of its receipt. 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 all relevant documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by the Authority or anyone acting on their behalf and by the Audit Commission, and
 - ii) an external audit and review of the Project Objectives and of financial appraisal and monitoring systems; and
 - i) 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;
 - b) the Recipient fails to deliver the Project or meet the Project Objectives and/or the delivery of the Project is reasonably adjudged by the Authority to be unsatisfactory;
 - c) there is a substantial change to the Project or the Project Objectives which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
 - d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
 - e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
 - f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
 - g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives 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 as approved not being completed;
 - h) any of the events referred to in Clause 6.1 (e), (f) or (g) occur;
 - i) 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
 - j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place including (without limitation) those comprised in the Mayor's London Plan;
 - k) there are any other reasons why in the reasonable opinion of the Authority the Project is being carried out in such a way as to conflict with the objectives of the Authority or bring the Authority into disrepute.
- 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 Clause not used.

7.6 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 7.6;
- 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;

b) Clause 7.4:

- i) the provisions of Clause 7.6(a) shall apply; and
- ii) the Authority shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the expiry of the notice period in respect of 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.

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 2006 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 £125,000.00 (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 £125,000.00; 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 related to or connected with the Authority's discharge of its statutory duties and powers.
- 9.5 Whether or not the Project has any association with the London 2012 Olympic Games, the Recipient acknowledges and agrees that it has no right and shall acquire by this Agreement no right to use any trade marks trade names logos or other intellectual property rights of the London Organising Committee of the Olympic Games Limited ("LOCOG") (including the names "London 2012", "LOCOG" and the "London Organising Committee of the Olympic Games Limited") and the Recipient shall not represent that any product or service provided or used has been endorsed or approved by LOCOG, London 2012, the British Olympic Association, the British Paralympic Association or any other official Olympic or Paralympic body or that the Recipient its products or services are in any way associated with those organizations the Olympic Games and/or Paralympic Games or London 2012 including by publishing or issuing any statement (factual or otherwise) about any provision by the Recipient's of products or services to the Authority.

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.

12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives ("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 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 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;
- 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 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) liaise with the Authority in relation to the Project and shall keep the Authority fully informed of the progress of the Project Objectives and delivery of the Project; and
- (b) provide the Authority 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 the Authority's Mayor's Regeneration Fund and related programmes.

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) acknowledges and agrees that the Authority's Mayor's Regeneration Fund programme will be a lever for job creation and economic growth, and potentially a way of tackling long-term worklessness and where job opportunities arise through the Project and supply chain, the Recipient shall promote the recruitment of appropriate apprentices and workless individuals into such opportunities; .
 - (b) shall work with the Authority to identify, enable and record all apprenticeship, job and training activity arising from the Project which shall include but not be limited to:
 - (i) developing a skills and employment plan for the project in advance of the development to delivery milestone;
 - (ii) attending a skills and employment start up meeting with the Authority's supplier skills team on such a date as notified by the Authority;
 - (iii) providing quarterly reports to the Authority on skills and employment outcomes delivered under the Project; and
 - (c) shall work with the Department for Work and Pensions Work Programme, Job Centre Plus, National Apprenticeship Service and other relevant Skills and Employment organisations in meeting the requirements of this clause 13.3.
- 13.4 Without prejudice and in addition to clauses 13.1, 13.2 and 13.3 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 have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race or disability (as

the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). 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.

13.5 Without prejudice and in addition to clauses 13.1 & 13.2 the Recipient shall if required by the Authority, ensure that the Project will incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by us, you shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how you intend to carry out the Project in accordance with the Responsible Procurement Policy, and you will submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor your compliance with this clause 13.5 and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement. 13.6 Without prejudice and in addition to clauses 13.1 & 13.2 the Recipient 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 2007 and you shall indemnify the Authority in respect of all liabilities which we 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 Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

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 4.5 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 **"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 6 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 **"Financial Year"** means the Authority's annual accounting year which commences on 01 April and ends on 31 March in each year.
- 18.11 **"Funding and Milestones Schedule"** means the schedule of Milestones payments agreed between the parties as set out in Schedule 2 to this Agreement.
- 18.12 **"GLA Funding"** means a sum of up to three million and five hundred thousand pounds sterling (£3,500,000) (three million and five hundred thousand pounds sterling (£3,500,000) of which is capital funding and £0 pounds sterling (£0) of which is revenue funding) paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.

18.13 **"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 1V 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;

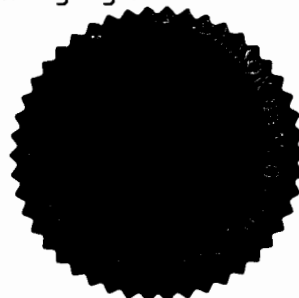
- (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
 - (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).
- 18.14 **"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
- 18.15 **"Milestones"** means the milestones for the Recipient's fulfillment of the Project Objectives set out in Schedule 2.
- 18.16 **"Project "** means the "Accessibility and Parking Improvements Project".
- 18.17 **"Project Monitoring Form"** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.3 and which shall take the form of the template set out at Schedule 6.
- 18.18 **"Project Objectives"** means the objectives to be met by the Recipient as set out in Schedule 1 any annexure there to 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 **"Recipient's Representative"** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 18.20 **"Relevant Aid"** means any financial or non-financial aid or assistance provided to a Relevant Enterprise incusing (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs 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).
- 18.21 **"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.
- 18.22 **"Relevant Enterprise"** means an entrepreneur sole trader partnership firm of business (whether incorporated or not) or other body (pubic 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

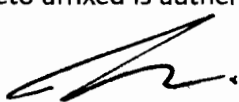
and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.

- 18.23 **"Schedule"** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 18.24 **"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.
- 18.25 **"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 <http://www.london.gov.uk/rp/policy/>.
- 18.26 **"Force Majeure Event"** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event ("Affected Party") to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact.

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)

Fione Fletcher-Smith
.....
(Print Name)

21 Sep 2012
.....
(Date)

EXECUTED AS A DEED by)
THE MAYOR AND BURGESSES OF)
THE LONDON BOROUGH OF HARINGEY)
by affixing its common seal hereunto)
by Order:)



Authorised Officer:

M. O. Connor
.....

Schedule 1

Project Description

Project objectives

- Improve the social, environmental and economic fabric of the area
- Improve peoples' movement within and beyond their local area
- Understand and address the areas of concern in a locality
- Address transport difficulties in the area and promote the use of walking, cycling and public transport
- Improve peoples' quality of life including their non-transport use of public spaces; and act as catalyst for positive change
- Improve the physical and living environment
- Reduce social exclusion
- Facilitate regeneration and increase transport opportunities for local communities, whilst encouraging shorter journeys to be made
- Reduce the adverse effects of traffic
- Improve conditions for cyclists, pedestrians and bus users to encourage more journeys by these modes
- Improve accessibility of the public transport network for everyone

Activities

- 200m of carriageway and 2,800sqm of footway improved (Phase 1); 700m of carriageway and footway improvements (Phase 2); 280m pedestrian route improvements (Phase 3)
- 2 new pedestrian crossings
- 2 road junction layouts improved with increased traffic flow capacity
- Extended control hours introduced for an existing Controlled Parking Zone covering approx. 135 hectares (subject to public consultation response)
- 300 hectares revised / new Controlled Parking Zone
- 10% increase in capacity to accommodate traffic flows, enabling junctions to operate within design capacity & with increased pedestrian footfall
- Controlled non-residential parking within Zone, contributing to Travel Plan targets and specifically that 77% of trips to the Stadium are by non-car modes

Design dialogue arrangements

1. Project Scoping

The Recipient's Representative will share any scoping work that has been undertaken and arrange a meeting to present and discuss this work. The Authority's Representative will provide comments and, if required, recommend further work to be undertaken before Brief Writing begins.

2. Brief writing & Procurement

The Recipient will prepare any briefs and consult with the Authority. Consultation can include discussing the approach to the brief or briefs, content and direct input from the Authority. The briefs will be agreed by the Recipient's Representative and the Authority's Representative before issue.

Procurement options and the final procurement route will be discussed and agreed by the Authority and Recipient before actions are taken and procurement process begun. The Recipient's Representative and the Authority's Representative will agree processes associated with the chosen route, such as framework selection, e-tendering portals or other processes. The Authority will be given an opportunity to contribute to selection and/or interview processes.

3. Design development

Regular design meetings will be organized by the Recipient, and the Authority and any appointed consultants invited to attend. A mutually convenient timetable will be agreed by the Recipient, the Authority's Representative and any appointed consultants. The borough will keep the Authority informed of all developments and share all material such as drawings, project management documents and other documents in advance of any meetings and as requested. The Authority will offer comment on design and arrange design reviews and workshops as required or agreed with the Recipient's Representative. These reviews will be subject to mutual review as the project progresses. At least one formal design review will be built into the design development process, where senior representatives from the Authority will examine the design.

4. Development-to-delivery milestone

A single development to delivery milestone will be agreed between the Recipient's Representative and the Authority's Representative for each Phase, and detailed in Schedule 2 of this agreement. At least one formal design review will have occurred for each Phase prior to this milestone unless otherwise agreed by the Recipient and the Authority. The borough will provide the Authority with the evidence requested by the Authority confirming they are ready to instigate delivery of the Project.

5. Delivery

On site and off site meetings will be organized by the Recipient's Representative. The Authority and any appointed consultants invited to attend as necessary. A mutually convenient timetable will be agreed by the Recipient, the Authority's Representative and any appointed consultants. The Recipient will keep the Authority informed of all developments and share all material such as drawings, project management documents and other documents in advance of any meetings and as requested.

6. Completion and evaluation

The Recipient will arrange a site visit with the Authority at Practical Completion to confirm any outstanding issues. A full evaluation will take place at the end of the project which will include the completion of the self evaluation template as per schedule 8 of this agreement. The Recipient's Representative and the Authority's Representative will agree the process of evaluation and the Recipient will share all work associated with evaluation process with the Authority.

7. Meetings and Reviews

These will comprise project team meetings, informal design reviews, design workshops and formal design reviews. The frequency and need for each type of meeting is to be agreed by the Recipient's Representative and the Authority's Representative. The Authority will work with the Recipient to help coordinate reviews to reduce repetition and assist in coordination with any other reviews if these are requested (e.g. TfL).

Annex to Schedule 1

Outputs and Outcomes

| NDP - Streetscene and CPZ - Outcome Monitoring | | | | |
|---|----------------|---|---------------|------------|
| | Baseline | Predicted Change | Actual Change | Difference |
| Walk trips | 4,826 [13.4%] | 14,590 [25.9%] | | |
| Cycle trips | 59 [0.2%] | 530 [1%] | | |
| Car trips | 13,054 [36.3%] | 11,000 [19.6%] | | |
| Pedestrian crossings | 0 | 2 | | |
| Number of trees | 6 | 12 | | |
| Aerial photography of CPZ compared to Visual post scheme survey | tbc | | | |
| Bus trips | 4,373 [12.1%] | 7,310 [13%] | | |
| Job creation | 0 | Scheme project managers and designers required Enforcement officers for CPZ will be required CPZ administrators will be required. | | |
| Apprenticeships | 0 | We expect at least 1 apprenticeship per £1m grant funding | | |
| Other outputs/comes | | | | |

Notes:

Baseline: Trip data is arrivals at Spurs football ground. The % is modal share for all arrivals. Data from Buro Happold report Northumberland Development Project Existing Conditions, May 2010, page 195
Predicted change: Trip data is arrivals at Spurs football ground from Transport Assessment. The % is modal share for all arrivals. Buro Happold report Stadium Event Day Impact Assessment May 2010 pages 75-77.

| |
|---|
| Output |
| 200m. of carriageways and 2,800sqm. footways improved (Phase 1); 700m. carriageway and footway improvements (Phase 2); 280m. pedestrian route imps. (Phase 3) |
| 2 new pedestrian crossings |
| 2 road junction layouts improved with increased traffic flow capacity |
| Extended control hours introduced for an existing Controlled Parking Zone covering approx. 135 hectares (subject to public consultation response) |
| 300 hectares revised / new Controlled Parking Zone |
| Job starts |
| At least 3 apprenticeships (based on at least 1 per £1m funding) |
| Outcome |
| Enhanced residents' and visitors' perceptions of the area's environmental quality |
| Protection of residential amenity – no reduction in resident satisfaction with area. |
| Junctions operating within design capacity, minimising traffic delays. |
| Controlled non-residential parking within Zone as part of the Northern Development Travel Plan & maximum use of 400 space supermarket car park. |
| Controlled non-residential parking within Zone, contributing to Travel Plan targets and specifically that 77% of trips to the Stadium are by non-car modes. |
| 10% increase in capacity to accommodate traffic flows, enabling junctions to operate within design capacity & with increased pedestrian footfall |
| Increased pedestrian flows with less severance |

[illegible]

Schedule 2

Milestones and Funding Schedule

The total programme expenditure of **£4,000,000** comprises **£3,500,000** MRF grant funding and **£500,000** match funding. The funding schedule outlines the project expenditure against individual project milestones within each financial quarter.

The Grant Agreement is split between four sub-projects, which are listed below. The Funding schedules will refer to each corresponding project number from 001 to 004:

001 - Northumberland Development Project - Highways / Streetscene - Phase 1

002 - Northumberland Development Project - Highways / Streetscene - Phase 2

003 - Northumberland Development Project - CPZ - Phase 1

004 - Northumberland Development Project - CPZ - Phase 2

Schedule 3

The Authority's Logos

**SUPPORTED BY
MAYOR OF LONDON**

**SUPPORTED BY
MAYOR OF LONDON**

Schedule 4

No longer used

Schedule 5

Proposal

To invest in highways, parking and pedestrian route improvements needed to address some of the key impacts of the first phase of the Northumberland Park development, to promote sustainable transport use through walking, cycling and public transport, and provide an improved public realm that enhances the environment and peoples' perception of the local area.

Key activities:

- Council to undertake detailed design of highway works and let construction contract following completion of utility works being organised by THFC. This will ensure sufficient highway capacity in phase with the opening of the new supermarket in the Phase 1 Northern Development in October 2013;
- Council to design Phase 1 CPZ modifications and extensions in consultation with local residents and businesses (and with LB Enfield) in order for the CPZ to be operational prior to opening of new Northern Development supermarket in October 2013;
- Council to secure road closure (highway extinguishment) orders for Paxton Road, Bill Nicholson Way and associated Traffic Management Orders for THFC development in order to ensure new development can be undertaken on existing highway land and traffic orders are in place to support new development;
- Council to design Phase 2 CPZ modifications and extensions in consultation with local residents and businesses (and with LB Enfield) - CPZ to be operational prior to opening of NDP Interim Stadium in August 2015;
- Council to design and implement highway and environmental improvements on Worcester Avenue in order to provide high quality pedestrian route improvements on east side of new NDP Stadium linked with opening of the completed Stadium.

| Outputs | Outcomes |
|--|--|
| 200m. of carriageways and 2,800sqm. footways improved (Phase 1); 700m. carriageway and footway improvements (Phase 2); 280m. pedestrian routeimps. (Phase 3) | Enhanced residents' and visitors' perceptions of the area's environmental quality |
| 2 new pedestrian crossings | Protection of residential amenity – no reduction in resident satisfaction with area. |
| 2 road junction layouts improved with increased traffic flow capacity | Junctions operating within design capacity, minimising traffic delays. |
| Extended control hours introduced for an existing Controlled Parking Zone covering approx. 135 hectares (subject | Controlled non-residential parking within Zone as part of the Northern Development Travel Plan & maximum use |

| | |
|--|---|
| to public consultation response) | of 400 space supermarket car park. |
| 300 hectares revised / new Controlled Parking Zone | Controlled non-residential parking within Zone, contributing to Travel Plan targets and specifically that 77% of trips to the Stadium are by non-car modes. |
| | 10% increase in capacity to accommodate traffic flows, enabling junctions to operate within design capacity & with increased pedestrian footfall |
| | Increased pedestrian flows with less severance |

Schedule 6

De Minimis Disclosure Form

GREATER LONDON AUTHORITY

DE MINIMIS AID DISCLOSURE FORM

Please complete this form as appropriate.

Name of Business/Organisation:

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 Aid¹" 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:[.....]

(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 |
|-----------------|------------------|----------|--------------------|
| | | | |
| | | | |
| | | | |

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.

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

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

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

Signed Name

Date

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 (approximately £130,000 sterling) 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 7

The information within this schedule is to be requested; the exact format the information is to be provided in may be changed by the Authority.

a) Monthly Monitoring Form

Place:
Recipient:
Start Date:
Completion:

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

| A: Project | B: Description of project activities (For each activity please state whether it is MRF/OLF or match funded) | C: Specific milestones (by end of each month) | | | | | | | | | | | | Progress |
|------------|--|---|----|----|----|----|----|----|----|----|----|----|----|----------|
| | | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | 01 | 02 | 03 | |
| | | | | | | | | | | | | | | |

| A: Project | B: Description of project activities (For each activity please state whether it is MRF/OLF or match funded) | C: Specific milestones (by end of each month) | | | | | | | | | | | | Progress | | |
|------------|--|---|----|----|----|----|----|----|----|----|----|----|----|----------|--|--|
| | | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | 01 | 02 | 03 | | | |
| | | | | | | | | | | | | | | | | |

Guidance on completing table: Columns A-C should match those specified in Schedule 2 of the funding agreement.

2. In the spending profile below, please outline your use of GLA and match funding to date and your projected expenditure for the remainder of the programme.

| | Total Budget | | 4 | | 5 | | 6 | | 7 | | 8 | | 9 | | 10 | | 11 | | 12 | | 1 | | 2 | | 3 | |
|---------|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev | Cap | Rev |
| 2012/13 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2013/14 | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2014/15 | | | | | | | | | | | | | | | | | | | | | | | | | | |

3. In the monthly monitoring table below please provide an update in relation to the actual and forecast outputs and outcomes where relevant.

| 2012/13 Month | 04 | | 05 | | 06 | | 07 | | 08 | | 09 | | 10 | | 11 | | 12 | | 01 | | 02 | | 03 | |
|---|----|----|----|---|----|---|----|---|----|---|----|---|----|---|----|---|----|---|----|---|----|---|----|---|
| Actual / Forecast | A* | F* | A | F | A | F | A | F | A | F | A | F | A | F | A | F | A | F | A | F | A | F | A | F |
| Output | | | | | | | | | | | | | | | | | | | | | | | | |
| 200m. of carriageways and 2,800sqm. footways improved (Phase 1); 700m. carriageway and footway improvements (Phase 2); 280m. pedestrian route imp. (Phase 3) | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 new pedestrian crossings | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 road junction layouts improved with increased traffic flow capacity | | | | | | | | | | | | | | | | | | | | | | | | |
| Extended control hours introduced for an existing Controlled Parking Zone covering approx. 135 hectares (subject to public consultation response) | | | | | | | | | | | | | | | | | | | | | | | | |
| 300 hectares revised / new Controlled Parking Zone | | | | | | | | | | | | | | | | | | | | | | | | |
| Job starts | | | | | | | | | | | | | | | | | | | | | | | | |
| At least 3 apprenticeships (based on at least 1 per £1m funding) | | | | | | | | | | | | | | | | | | | | | | | | |

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

b) Quarterly Claim Form

Mayor's Regeneration Fund / Outer London Fund

- Please submit a hard copy of this claim form signed by your **Section 151 Officer**, and follow up with an electronic copy
- Electronic copies should be returned to: your GLA project manager.
- Hard copies should be returned to: Alison Murray, Mayor's Regeneration Fund, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA
- **Please attach evidence of expenditure** (see section 2 for guidance on acceptable evidence)

Section 1: Details of grant holder(s)

| |
|---|
| Borough |
| Name of programme |
| Name(s) of officer applying for grant: |
| Position in borough |
| Date last claim submitted (if applicable) |
| Email address |
| Correspondence address |
| Postcode |
| Tel number |

Mobile number

GLA date of receipt

Section 2: Milestones and grant claim

Please list below the milestones for which you are claiming funding, along with the projects to which they relate.

Guidance on completing table:

- A: Projects should match with the projects set out in Schedule 1 of the funding agreement.
- B: Milestones should match with the milestones set out in Schedule 2 of the funding agreement
- C: Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transaction listings from your finance management system showing actual expenditure.
- D: Budget should match the budget set out in Schedule 2 of the funding agreement.
- E: Self explanatory
- F: Self explanatory
- G: Match Funding (£)
- H: Total amount claiming for this item in this claim.

| A: Project | B: Milestone | C: Evidence | D: Budget (£) | | E: Total expenditure to date on this item (Excl VAT) | F: Supplier name and invoice number | G: Match Funding (£) | H: Claim from the GLA (£) | |
|------------|--------------|-------------|---------------|---------|--|-------------------------------------|----------------------|---------------------------|---------|
| | | | Capital | Revenue | | | | Capital | Revenue |
| | | | | | | | | | |
| TOTAL | | | | | | | | | |

Section 3: Declaration and undertaking

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 paid for all items 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 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.

This declaration must be signed by the project manager and the Section 151 Officer at the local authority which is making this claim.

| Signature | Name in BLOCK letters | Position | Date |
|-----------|-----------------------|------------------------------|------|
| | | <i>(Project Manager)</i> | |
| | | <i>(Section 151 Officer)</i> | |

Schedule 8

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

2.0 Methodology

3.0 Project Background, Context and Rationale

4.0 Project Aims and Objectives

5.0 Project Outputs and Spend (Gross)

5.1 Commentary on project outputs

5.2 Project output table

Table 2.

| Output | Target Outputs | Actual Outputs | Variance Actual Outputs against Final Outputs | |
|------------------------|----------------|----------------|---|-----|
| | | | (Actual) | (%) |
| Enter Output Name | | | | |
| Enter Output Name | | | | |
| Enter Output Name ... | | | | |
| Outcome | Target Outcome | Actual Outcome | Variance Actual Outcomes against Final Outcomes | |
| | | | (Actual) | (%) |
| Enter Outcome Name | | | | |
| Enter Outcome Name | | | | |
| Enter Outcome Name ... | | | | |

5.3 Commentary on project spend

5.4 Project spend table

Table 1: Provide information on all project costs and funding within Table 1.

| | Final Budget (£) | Actual Spend (£) | Variance Actual Spend against Final Budget | |
|-----------------------------------|---------------------|---------------------|---|-----|
| | | | (£) | (%) |
| MRF Funding: Revenue | | | | |
| MRF Funding: Capital | | | | |
| Total MRF Funding | | | | |
| Borough Contribution: Rev | | | | |
| Borough Contribution: Cap | | | | |
| Total Borough Contribution | | | | |
| Private Contribution: Rev | | | | |
| Private Contribution: Cap | | | | |
| Total Private Contribution | | | | |
| Project Cost: Revenue | | | | |
| Project Cost: Capital | | | | |
| Total Project Cost | | | | |

- 5.5 Management and administration costs**
 - 5.6 Conclusions on outputs and spend**
- 6.0 Assessment of Impact by Aim/Objective and Outcome**
 - 6.1 Achievements against project objectives**
 - 6.1.1 Aim/Objective 1**
 - 6.1.2 Aim/Objective 2**
 - 6.1.3 Aim/Objective 3**
 - 6.2 Achievement against project outcomes**
 - 6.3 Strategic Added Value**
- 7.0 Trends and Issues**
 - 7.1 Key Barriers to Achievement**
 - 7.2 Key Opportunities**
 - 7.3 Management and Delivery Processes**
 - 7.4 Added Value**
 - 7.5 Value for Money**
 - 7.6 Exit Strategy**
- 8.0 Cross-cutting themes**
- 9.0 Key Conclusions & Lessons learnt**
- 10.0 Using and Sharing the Results from the Evaluation (if appropriate)**

11.0 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: _____

Schedule 9

Name of project:
Name of applicant
organisation:

Accessibility and Parking Improvements Project
 London Borough of Haringey

| | Total project value (GLA + Match) | GLA capital funding | GLA revenue funding | GLA Match | Non Council Match | Council Match | Council Match Capital | Council Match Revenue | Non- Council Match Capital | Non- Council Match - Revenue |
|----------------------------|---|---------------------------|---------------------------|--------------|-------------------------|------------------|-----------------------------|-----------------------------|-------------------------------------|---------------------------------------|
| Total for all years | 4,000,000 | 3,500,000 | - | 500,000 | - | 500,000 | 500,000 | - | - | - |
| 2012-13 | 409,000 | 409,000 | - | - | - | - | - | - | - | - |
| 2013-14 | 1,096,000 | 1,096,000 | - | - | - | - | - | - | - | - |
| 2014-15 | 47,000 | 47,000 | - | - | - | - | - | - | - | - |
| 2015-16 | 1,783,000 | 1,483,000 | - | 300,000 | - | 300,000 | 300,000 | - | - | - |
| 2016-17 | 665,000 | 465,000 | - | 200,000 | - | 200,000 | 200,000 | - | - | - |

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:

KEVIN BARRIE

Date:

19 SEPT. 2012

