

# GREATER LONDON AUTHORITY

[REDACTED]  
(By email)

Our Ref: MGLA230620-5683

7 August 2020

Dear [REDACTED]

Thank you for your request for information which the Greater London Authority (GLA) received on 23 June 2020. Your request has been dealt with under the Freedom of Information Act 2000

You asked for:

*Cornerstone - A Community Landmark: Copy of any conditions of the grant to help the conversation.*

Our response to your request is as follows:

Please find attached the information the GLA holds within scope of your request. Please note that a contract variation form is currently being drafted to reflect a new site at Tanner Street Park, 4 Tanner Street, London, SE1 3LD which has been communicated to project backers on 05/12/2019 and which has been granted planning permission 20/AP/1325 from the London Borough of Southwark on 24/07/2020.

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

If you have any further questions relating to this matter, please contact me, quoting the reference at the top of this letter.

Yours sincerely

[REDACTED]  
**Information Governance Officer**

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

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

[REDACTED]  
Project Delivery Lead  
BermondseyStreet.London  
12 Pope St  
London SE1 3PR

**Department: Regeneration**

**Our ref: CL\_2019**

**Date: 11/12/2019**

Dear [REDACTED]

**Grant Funding in respect of The Cornerstone - A Community Landmark ("the Project")**

I am pleased to confirm that the **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority") has agreed to grant BermondseyStreet.London, whose address is shown above, fifty thousand pounds sterling (£50,000) ("the Funding") towards the cost of the Project.

The Funding is granted by the GLA to meet the objectives set out in Appendix 1 to this letter of agreement ("the Project") subject to the following terms and conditions:

1. The Funding must be used exclusively for meeting the Objectives and for no other purpose and be applied in accordance with the provisions of Appendix 1. In the event that you wish to utilise the Funding in different proportions from those set out in Appendix 1 You must obtain prior written consent from the GLA.
2. Subject to Your compliance with all of the provisions of this letter of agreement, the GLA shall, within 30 days of receipt of valid funding claims (to be made in accordance with the timetable set out at Appendix 1 ("The Mayor's Pledge") and accompanied by a written report detailing Your progress in relation to meeting the Objectives using the format set out in Appendix 3 ("Progress Update & Claim Form") and any other information the GLA may require (i.e. evidence of expenditure), pay You sums in respect of such claims provided that they shall not exceed fifty thousand pounds sterling (£50,000) in aggregate. Where, at any point in the opinion of the GLA, satisfactory progress has not been made by You in meeting Your obligations or You are in breach of Your obligations as set out in this letter of agreement and/or appendices to it, the GLA shall be entitled to reduce, suspend, withhold and/or require re-payment of the Funding.
3. You must ensure that the requirements set out in this letter of agreement, and in any clarification or guidance issued from time to time by the GLA, are complied with. In particular You shall:
  - a) agree in writing in advance with the Authority any changes to any of the Objectives;

b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;

c) notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;

d) notify the GLA immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity means includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in this letter and appendices to it;

e) notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;

f) notify the GLA immediately if You are Insolvent (as defined at clause 18 below), or have no reasonable prospect of avoiding Insolvency in the future;

g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence and Additional Funding (as defined at clause 14 below) received, and You shall deliver to the GLA a report setting out a detailed analysis of how the 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 this letter of agreement;

h) make all relevant documents available and provide access at any time for:

i) inspection visits and scrutiny of files by GLA or anyone acting on their behalf and by the Audit Commission, and

ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems.

4. You must ensure that, where appropriate, publicity is given to the fact that the GLA is financially supporting you in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the GLA.

5. You must ensure that the GLA's logos (as set out in Appendix 2) are used in any marketing activities undertaken in respect of the Project, including all fliers and posters. You should also incorporate the GLA's logos into the credits of each film that is produced as part of the Project. You must also ensure that you use such other logos specified by the GLA in marketing the Project and incorporate the same into the credits of each film that is produced as part of the Project.

6. In acknowledging the GLA's grant of the Funding, you must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA logos and/or any logos of any third party partner or sponsor of the GLA and ensure that any use of the GLA logo or any third party partner or sponsor of the GLA is approved by the GLA in writing in advance of its use.

7. If the Project includes and/or any part of the GLA Funding is used directly or indirectly to purchase or develop any items in which intellectual property rights exist then you shall take all necessary steps to protect such rights and hereby grant (and where such rights are owned by a third party procure the granting by such owner of) a perpetual, royalty-free license to the GLA to use the same for the purposes related to, and connected with, any policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

8. You must not do anything (in the opinion of the GLA) that may place the GLA, its third party partners and/or sponsors in disrepute or harm the GLA's reputation and/or that of third party partner or sponsor of the GLA.

9. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands, proceedings, damages, charges and expenses are due to Your negligence or default in carrying out the obligations as set out in this letter of agreement and/or appendices to it.

10. The GLA may at its sole discretion terminate this letter of agreement at any time whether for breach or convenience by giving two weeks' written notice and in the event of such termination the GLA shall not be obligated to make any further payments of the Funding.

11. You must ensure that your organisation, all sub-grantees, suppliers, sub-contractors and anyone else acting on Your behalf, complies with all laws for the time being in force in England and Wales including, for example (without limitation) the provisions of Bribery Act 2010 and all money laundering legislation any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance).

12. You must ensure that your organisation and anyone acting on Your behalf,:

a) complies with all laws for the time being in force in England and Wales.; and

b) without prejudice and in addition to clause 12a):

(i) comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

(ii) acknowledge that the GLA is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:

(1) eliminate unlawful discrimination and harassment;

(2) advance equality of opportunity between groups who share protected characteristics (including include: age, race, gender, disability, religion or belief, sexual orientation, gender reassignment) and those that do not, in particular, minimise disadvantage suffered by such groups; taking steps to meet the needs of such groups that are different from the needs of

others; encouraging such groups to participate in activity in which their participation is disproportionately low; and

(3) foster good relations between people who share a protected characteristic and those that do not,

and in undertaking any activity concerning the Project, assist and cooperate with the GLA where possible in satisfying this duty;

(iii) acknowledges that the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 to have due regard to the need to:

(1) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

(2) eliminate unlawful discrimination; and

(3) promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and undertaking any activity concerning the Project, assist and co-operate with the GLA where possible to enable the GLA to satisfy its duty; and

c) assist and co-operate with the GLA where possible in respect of the GLA's compliance with its duties under clauses 12b)(ii) and (iii).

d) which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures;

13. For the avoidance of doubt both the GLA and You acknowledge and agree that Your Project costs exceed the Funding and that the GLA shall not provide any additional funding and shall not be liable for any sums in excess of the Funding provided under this letter of agreement.

14. You shall use Your best endeavours to secure satisfactory funding from other sources to meet your Project costs ("Additional Funding") and keep a record of your activities to raise such additional funding. Records of all additional funding You secure, expenditure You incur, and purposes to which additional funding is put shall, if requested, be provided to the GLA

15. The GLA may at its absolute discretion reduce, suspend or withhold the GLA Funding, or require all or part of the GLA Funding to be repaid if:

a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA to be unsatisfactory;

b) there is a substantial change to the Project or the Objectives which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this letter of agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;

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 GLA reasonably considers to be material;

d) You fail to comply with any of the terms and conditions set out in this letter of agreement;

e) Your composition, ownership or control changes, or the You become Insolvent or are dissolved in any way;

f) any other circumstances significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the GLA likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;

g) any of the events referred to in Clause 3 (d), (e) or (f) occur;

h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the GLA reasonably concludes the Funding is at risk of being misapplied; and/or

i) there are any other reasons why in the reasonable opinion of the GLA the Project is being carried out in such a way as to conflict with the objectives of the GLA or bring the GLA into disrepute.

16. You shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in clause 15 above arise.

17. If the GLA becomes entitled to exercise its rights under Clause 15 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 GLA's rights under Clause 15, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the GLA 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.

18. "Insolvent" means:

a) where You are an individual (or if more than one individual than any one of them):

i) the subject of a bankruptcy petition;

ii) 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;

iii) 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

b) where You are a body corporate (or if more than one body corporate than any one of them):

i) 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 Your Directors resolve to make such a proposal;

ii) 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 Your Directors resolve to present such a petition;

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

iv) 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 Your creditors is called for the purpose of considering that You 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);

v) 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 You be wound up;

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

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

viii) Your dissolution or removal from the Register of Companies or Your ceasing to exist (whether or not capable of reinstatement or reconstruction).

19. For the purposes of Clause 20:

a) **"Agreement Information"** means (i) this letter of agreement in its entirety (including from time to time agreed changes to the letter of agreement) and (ii) data extracted from the claims made under this letter of agreement which shall consist of your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount; and

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

20. You acknowledge and agree that the GLA:

a) is subject to the Transparency Commitment and accordingly, and hereby give your consent for the GLA to publish the Agreement Information to the general public; and

b) the GLA 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 GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The GLA may in its absolute discretion consult with you regarding any redactions to the Agreement Information to be published pursuant to this Clause 20. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.

Please acknowledge acceptance of the terms and conditions of this letter of agreement by signing and returning the enclosed duplicate.

Yours sincerely

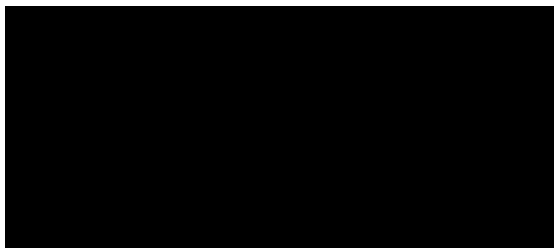


**Patrick Dubeck**  
Head of Regeneration  
Development, Enterprise and Environment

For and on behalf of the Greater London Authority

Signed on behalf of BermondseyStreet.London to accept the terms and conditions of this letter of agreement in relation to the GLA providing the Funding.

Signature:



Print Name:

Position:

CHAIR

Date:

11 DEC 19

## APPENDIX 1

### The Project

Project name	The Cornerstone - A Community Landmark
Area, location& postcode	Bermondsey, London, SE1 3GS
GLA project lead	
Project Delivery Manager	
Contact address	BermondseyStreet.London, 12 Pope St, London SE1 3PR
Email	.com
Telephone number	
Spacehive webpage URL	<a href="https://www.spacehive.com/cornerstone">https://www.spacehive.com/cornerstone</a>
Total Project Cost	£85,751

### About:

The Cornerstone is a public collaboration art piece led by artist Austin Emery, which will solidify connections across the local community, London and beyond. Through this challenging time in history marked by divisive political and cultural happenings, BermondseyStreet.London are bringing people together using art-making (stone carving) as a tool to enhance social cohesion, having fun and be creatively productive together! Pieces of stone, hand-carved by children and adult participants from Whites Grounds Estate, Bermondsey Street and the wider community during open public workshops, will be permanently assembled into this totemic monument alongside stone fragments of historic London including Southwark Cathedral, Westminster Abbey, Houses of Parliament and even bones from the River Thames. Together this will form a living art heritage, connecting people across time, social and geographical boundaries. The work of yesterday's stone masons will exist alongside the contemporary work of today's community.

### What will be delivered:

- A landmark sculptural monument
- Collective empowerment to the community in the broadest sense
- Enhanced social cohesion
- Ownership and pride over public space
- A collective sense of belonging and purpose
- The unique opportunity to create personal sense of heritage through stone carving
- Improved public space
- Equal opportunity for artistic engagement
- Removal of a boundary barrier fence and replace it with artwork
- Enriched connection to the culture, heritage and history of London

## The Mayor's Pledge

Description of activity	Associated milestone	Completion date	Pledge (Capital)	Pledge (Revenue)	Pledge (Total)
Forward Funding: materials for construction and production of sculpture	Sign Contract	31/01/2020	£10,000		
Installation of sculpture	Finished sculpture is installed	30/09/2020	£40,000		
		<b>Total</b>	<b>£50,000</b>		<b>£50,000</b>

## APPENDIX 2

### The Authority's Logos

# SUPPORTED BY MAYOR OF LONDON



# HM Government

This will be provided in relevant digital format for use on all printed / publication material in relation to the project.

Guidance on the use of this logo will be provided.

## APPENDIX 3

### Progress Update & Claim Form

You will be issued with an editable form (excel document) to make claims to be reimbursed for expenditure. You must keep all invoices and receipts in relation to project expenditure to support your claim for GLA funds. The final claim needs to be accompanied by a summary report (a closure form will be provided, or a public blog would be acceptable) and before/after images of your project. We would advise projects to keep project backers informed of progress via Spacehive and social media, or public blogging, ideally once a month.

GREATER LONDON AUTHORITY Progress Update & Claim Form		Project:	Project Delivery Manager:
<b>1. Update</b>			
Please provide an update on progress made in the last month highlighting any achievements and any communications activities undertaken			
1	The community has been successful in securing a meeting with the council to discuss the project.		
2	We have been successful in securing a meeting with the council to discuss the project.		
3	We have been successful in securing a meeting with the council to discuss the project.		
<b>2. Current issues</b>			
Please provide an update on any problems that you feel may impact delivery of the project. Please include detail on how you propose to manage them			
1	There was a problem with the date for the meeting with the council. This should have been discussed in the project plan.		
2			
3			
<b>3. Finance</b>			
Project Budget:	Capital:	0000	
	Revenue:	11500	
Claim this month:	Capital:	0000	
	Revenue:	1000	
Claims so far:	Capital:		
	Revenue:	3500	
Evidence (please provide evidence to substantiate any claim. These will have been agreed in the project funding timetable set out in the grant agreement and should correspond)			
<b>4. Milestones</b>			
Please list the key actions as defined in your funding agreement	Planned date	Revised date	Complete?
1	dd/mm/yyyy	dd/mm/yyyy	N
2	dd/mm/yyyy	dd/mm/yyyy	N
3	dd/mm/yyyy	dd/mm/yyyy	N
4	dd/mm/yyyy	dd/mm/yyyy	N
5	dd/mm/yyyy	dd/mm/yyyy	N
6	dd/mm/yyyy	dd/mm/yyyy	N
7	dd/mm/yyyy	dd/mm/yyyy	N
8	dd/mm/yyyy	dd/mm/yyyy	N
9	dd/mm/yyyy	dd/mm/yyyy	N
10	dd/mm/yyyy	dd/mm/yyyy	N


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

<b>The beneficiary is:</b>	<i>A voluntary and community sector organisation:</i> <input type="checkbox"/> <i>A social enterprise:</i> <input type="checkbox"/> <i>Other:</i> <input type="checkbox"/> <i>If "Other" please provide more detail .....</i>	
<b>The award of this grant was formally approved by:</b>	DD	2225
<b>The grant is awarded on:</b>	11/12/2019	
<b>The grant covers the following time period:</b>	from 01/09/2019 to 31/03/2021	
<b>It is awarded by:</b>	Regeneration, Development Enterprise and Environment	
<b>to:</b>	BermondseyStreet.London	
<b>Company or charity registration number:</b>	Not applicable	
<b>The grant is for a total of:</b>	Fifty thousand pounds sterling (£50,000)	
<b>Purpose of the grant:</b>	To construct and install a monumental landmark stone sculpture in Bermondsey using 100+ stone carvings by public participants of open community engagement workshops achieving a living art heritage.	

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

@london.gov.uk / Post Point 17A / Tel extension: 4818).