

# GREATER LONDON AUTHORITY

[REDACTED]  
(By email)

Our Ref: MGLA160221-5996

23 March 2021

Dear [REDACTED]

Thank you for your request for information which the Greater London Authority (GLA) received on 15 February 2021. Your request has been dealt with under the Environmental Information Regulations (EIR) 2004.

You asked for;

*I would like to view all communications (emails, meeting notes and minutes, notes of phone calls) between the GLA and London Borough of Newham Regeneration department leading to the award of a Mayor's Good Growth grant of £2 million for Queen's Market, Newham, in March 2020.*

*Please could I also see any further communication (emails, meeting notes and minutes, notes of phone calls) regarding the Mayor's Good Growth grant agreement between the GLA and London Borough of Newham Regeneration department, made in September 2020.*

Our response to your request is as follows:

Please find attached the information the GLA holds within scope of your request. After careful consideration, we have decided that some of the information covered by your request is exempt information by virtue of the disclosure-exception provisions found under regulation 12(4)(d) and 12(5)(e) of the EIR.

- Regulation 12(4)(d) is engaged when the request relates to material that is still in the course of completion, unfinished documents or incomplete data. If the information in question falls into one of these categories, then the exception is engaged.
- Regulation 12(5)(e) applies when disclosure would adversely affect the confidentiality of commercial or industrial information where such confidentiality is provided by law.

Regulation 12(4)(d) is engaged when the request relates to material that is still in the course of completion, unfinished documents or incomplete data. If the information in question falls into one of these categories, then the exception is engaged.

This provision has been applied to withhold material in the course of completion. Guidance<sup>1</sup> published by the Information Commissioner clarifies:

*“The fact that the exception refers to both material in the course of completion and unfinished documents implies that these terms are not necessarily synonymous. While a particular document may itself be finished, it may be part of material which is still in the course of completion. An example of this could be where a public authority is formulating and developing policy.”*

This same guidance also clarifies that material which is still in the course of completion can include information created as part of the process of formulating and developing a policy, decision or recommendation. In this instance it is necessary that officers should have the necessary space to undertake discussions relating to Good Growth funding applications and protecting the integrity of the decision-making process, and the free and frank exchange of ideas, options and suggestions that form part of that process.

This relates to information which stipulates the amount of yet unapproved Good Growth Accelerator funding by the Council. A report is being presented to Cabinet on 13 April 2021 with a recommendation to approve, however, this approval is still being considered by Cabinet. The report will be published a week prior to Cabinet.

Under the application of Regulation 12 (5)(e) (confidentiality of commercial or industrial information), we consider that the redacted information is commercial or industrial in nature. The redacted information includes correspondence expressly marked as “with confidence” and relates to grant award discussions; procurement of local contractors; the (conditional) LBN construction budget; and the project’s sustainability.

The information is covered by the common law obligation of confidentiality, the information is not trivial in nature, nor is it in the public domain. The redacted Information is therefore to be protected by confidentiality provided by law. Disclosure of the information would inevitably harm the confidential nature of it and therefore the exemption at Regulation 12(5)(e) is engaged in respect of disclosure of the redacted information.

Regulation 12 (4) (d) and 12(5)(e) constitute as qualified exemptions from our duty to disclose information under the EIR, and consideration must be given as to whether the public interest favouring disclosure of the information covered by this exemption outweighs the public interest considerations favouring maintaining the exemption and withholding the information.

The GLA acknowledges that there is a public interest in the activities being undertaken with regards to the £70 million regeneration programme to support growth and community development in London. However, it is not in the public interest to release information which would be likely to prejudice the Council’s commercial interest re, future procurement exercise.

We therefore find that the public interest is therefore balanced in favour of non-disclosure of the redacted information because of the harm its release would cause. If you have any further questions relating to this matter, please contact me, quoting the reference MGLA160221-5996

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

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<sup>1</sup> [https://ico.org.uk/media/for-organisations/documents/1637/eir\\_material\\_in\\_the\\_course\\_of\\_completion.pdf](https://ico.org.uk/media/for-organisations/documents/1637/eir_material_in_the_course_of_completion.pdf)

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>

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**From:** \_\_\_\_\_  
**Sent:** 14 September 2020 11:19  
**To:** \_\_\_\_\_  
**Subject:** Re: Good Growth and Accelerator Fund

Hi \_\_\_\_\_

Okay great – lets discuss in more detail tomorrow.

Also, are you happy with the OPS Blocks content? If so, I can extract them and get the GA ready for signing. Can you send me the most recent one that you have updated.

Best

---

**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Date:** Monday, 14 September 2020 at 10:17  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>, \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** RE: Good Growth and Accelerator Fund

Hi \_\_\_\_\_

We hadn't started the EoI yet but we will get on to it today and tomorrow. We have quite a busy day today with online briefing sessions with stakeholders but CoP tomorrow should be fine.

Regards

\_\_\_\_\_

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**From:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Sent:** 14 September 2020 09:30  
**To:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>; \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** Re: Good Growth and Accelerator Fund

Hi both,

My A/L was timed awfully for this! How have you managed getting on with the proforma/EOI – they have moved the deadline for this to tomorrow – so we can discuss tomorrow morning ready for the COP deadline. Feel free to share with me today so that I can add comments ahead of tomorrow.

Best

---

**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Date:** Tuesday, 8 September 2020 at 15:26  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>, \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** RE: Good Growth and Accelerator Fund

Thanks \_\_\_\_\_

In that case is it worth having the meeting before this Friday?

Many thanks,

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>

**Sent:** 08 September 2020 12:51

**To:** [REDACTED] <[REDACTED]@newham.gov.uk>; [REDACTED] <[REDACTED]@newham.gov.uk>

**Subject:** Re: Good Growth and Accelerator Fund

Get [Outlook for iOS](#)

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**From:** [REDACTED] <[REDACTED]@newham.gov.uk>

**Sent:** Tuesday, September 8, 2020 11:15:16 AM

**To:** [REDACTED] <[REDACTED]@london.gov.uk>

**Subject:** RE: Good Growth and Accelerator Fund

Hi [REDACTED]

Do you have some availability on the 15<sup>th</sup>?

Many thanks,

[REDACTED]  
Strategic Regeneration

London Borough of Newham

1<sup>st</sup> Floor West Wing, Newham Dockside, 1000 Dockside Road, London E16 2QU.

DDI: 020 [REDACTED] Int: [REDACTED]

People at the Heart of Everything We Do

## KEEP NEWHAM SAFE



Wear a face covering



Keep your distance



Wash your hands



Download the NHS Test & Trace App



Become a C19 Health Champion

Download the NHS Test & Trace app today to help keep you, your friends, family, and Newham safe.  
[www.newham.gov.uk/testandtrace](http://www.newham.gov.uk/testandtrace)

Become a Covid-19 Health Champion to Keep Newham Safe – sign up at  
[www.newham.gov.uk/covidhealthchampions](http://www.newham.gov.uk/covidhealthchampions)

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**From:** [REDACTED] <[REDACTED]@london.gov.uk>

**Sent:** 04 September 2020 14:15

**To:** [REDACTED] <[REDACTED]@newham.gov.uk>

Cc: [REDACTED] <[REDACTED]@newham.gov.uk>  
Subject: Re: Good Growth and Accelerator Fund

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Senior Project Officer, Regeneration and Economic Development**  
GREATER LONDON AUTHORITY  
City Hall, The Queen's Walk, London SE1 2AA  
020 7084 [REDACTED] | [REDACTED]

**london.gov.uk**  
[REDACTED] [london.gov.uk](https://www.london.gov.uk)

---

**From:** <[REDACTED]@newham.gov.uk>  
**Date:** Friday, 4 September 2020 at 12:17  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Subject:** Good Growth and Accelerator Fund

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | Regeneration  
**London Borough of Newham**  
Newham Dockside | 1000 Dockside Road | London | E16 2QU  
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**From:** \_\_\_\_\_  
**Sent:** 17 August 2020 10:16  
**To:** \_\_\_\_\_  
**Cc:** \_\_\_\_\_  
**Subject:** Re: Good Growth promotional materials: Approval and use of GLA logo  
**Attachments:** HM GOV DETAILED AW.zip; LEAP Logos Pack.zip; Supported by MOL.zip

Hi,

Just to follow up my email earlier – please find attached the logo pack. The supported by MoL logo is the most important – followed by LEAP and then.....HM Government. So don't stress if you can only get the MoL one on.

Best

\_\_\_\_\_

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**From:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Date:** Monday, 17 August 2020 at 09:49  
**To:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Cc:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** Re: Good Growth promotional materials: Approval and use of GLA logo

Hi \_\_\_\_\_

Yes, you would need to use the Mayor of London and LEAP (if it fits) Logo's. Also, the text refers to the 'GLA' and this should also be changed to the Mayor or Mayor of London.

I will get the logo's sent out to you ASAP.

Best

\_\_\_\_\_

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**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Date:** Friday, 14 August 2020 at 19:42  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Cc:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** Good Growth promotional materials: Approval and use of GLA logo

Hi \_\_\_\_\_

We are going live on the engagement of the stage 0 briefs for the Good Growth projects on 24<sup>th</sup> August. The engagement will run until 18<sup>th</sup> September and then the procurement for the design team will commence in late September (the pre-qualification process will start in early September).

Office S&M have produced the attached publicity to promote the engagement. We have included the GLA's logo and wanted to get your approval to use this before we go to print next week. Is it the GLA or the Mayor of London logo we need to be using? A large vinyl will also be going up on the Green Street library window.

The Jpegs are for our social media platforms and do not contain any logos. Just wondering if we would need to include your logo on this as part of the grant agreement.

If you could provide a steer and approval that would be great.

On another note the Cabinet Report recommending approval to enter into the grant agreement and release the capital match funding (£2.15m) has been reviewed by the Mayor and Cabinet and is due to be presented on 8<sup>th</sup> September for a decision. We informed the Mayor and Cabinet on the *possibility* of further grant funding for the programme.

Regards

\_\_\_\_\_

\_\_\_\_\_ | \_\_\_\_\_ | Regeneration

London Borough of Newham

Newham Dockside | 1000 Dockside Road | London | E16 2QU

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**From:** \_\_\_\_\_  
**Sent:** 09 July 2020 17:50  
**To:** \_\_\_\_\_  
**Subject:** The Shed

Hi \_\_\_\_\_ and \_\_\_\_\_

Good to catch up earlier, spoke to Haworth Tompkins, unfortunately the structure/shed has been chucked as the NT thought that there wouldn't be any takers. Pretty annoying!

Although \_\_\_\_\_ did send me a link to this – as a prototype theatre structure that could be interesting for the project.

<https://www.haworthtompkins.com/work/the-den>

Speak on Monday,

Best  
\_\_\_\_\_

**Senior Project Officer, Regeneration and Economic Development**  
GREATERLONDONAUTHORITY  
City Hall, The Queen's Walk, London SE1 2AA  
020 7084 \_\_\_\_\_ | \_\_\_\_\_

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\_\_\_\_\_ [london.gov.uk](https://www.london.gov.uk)

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**From:** |  
**Sent:** 08 July 2020 12:36  
**To:** |  
**Subject:** Re: Meeting

Ha, yes days almost don't mean anything anymore.

best

---

**From:** < | newham.gov.uk>  
**Date:** Wednesday, 8 July 2020 at 10:32  
**To:** | < | london.gov.uk>, | < | newham.gov.uk>  
**Subject:** RE: Meeting

I just realised today is Wednesday! I thought it was Thursday! Post lockdown syndrome!

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**From:** |  
**Sent:** 08 July 2020 09:18  
**To:** | < | london.gov.uk>; | < | newham.gov.uk>  
**Subject:** RE: Meeting

Oh maybe it is...?! Still in my diary for today and nothing in for tomorrow but maybe | is still has to move it. Would explain why I cannot get into the Zoom meeting!

---

**From:** | < | [london.gov.uk](mailto:|@london.gov.uk)>  
**Sent:** 08 July 2020 09:16  
**To:** | < | [newham.gov.uk](mailto:|@newham.gov.uk)>; | < | [newham.gov.uk](mailto:|@newham.gov.uk)>  
**Subject:** Re: Meeting

It is tomorrow?

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**From:** | < | [newham.gov.uk](mailto:|@newham.gov.uk)>  
**Date:** Wednesday, 8 July 2020 at 09:10  
**To:** | < | [london.gov.uk](mailto:|@london.gov.uk)>, | < | [newham.gov.uk](mailto:|@newham.gov.uk)>  
**Subject:** Meeting

I am having a few technical issues!

|  | Community Wealth Building  
London Borough of Newham  
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**From:** [redacted]  
**Sent:** 07 July 2020 12:24  
**To:** [redacted]  
**Cc:** [redacted]  
**Subject:** Re: Ilford Community Market

Hi [redacted]

I will ask Mercato if they are comfortable sharing the more detailed cost plan to you. But yes, feel free to share the information in the email below. I think most of this is already in the public domain.

Best  
[redacted]

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**From:** [redacted] <[redacted]@newham.gov.uk>  
**Date:** Monday, 6 July 2020 at 16:18  
**To:** [redacted] <[redacted]@london.gov.uk>  
**Cc:** [redacted] <[redacted]@newham.gov.uk>  
**Subject:** RE: Ilford Community Market

Hi [redacted]

Further to your email below, has the final cost plan been agreed for this project?

Also is it okay that we pass the information below to the cost consultant that is working with us on the Good Growth Programme? They will treat this as confidential information and not share outside their organisation.

Regards

[redacted]

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**From:** [redacted] <[redacted]@london.gov.uk>  
**Sent:** 15 April 2020 10:12  
**To:** [redacted] <[redacted]@newham.gov.uk>  
**Cc:** [redacted] <[redacted]@newham.gov.uk>  
**Subject:** Re: Ilford Community Market

■ [redacted]

[redacted]

[redacted]

■ [redacted]

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**From:** <[newham.gov.uk](mailto:newham.gov.uk)>  
**Date:** Tuesday, 14 April 2020 at 17:47  
**To:** <[london.gov.uk](mailto:london.gov.uk)>  
**Cc:** <[newham.gov.uk](mailto:newham.gov.uk)>  
**Subject:** Ilford Community Market

Hi \_\_\_\_\_

I hope all is well.

I was wondering if you knew the cost of the Mercato Metropolitano scheme in Ilford which I know the GLA helped to fund through the Good Growth programme. It looks like a good comparator in terms of what we are trying to achieve for the affordable workspace at Queens Market. So understanding the costs would be most useful. Do you have a breakdown that you can email through?

Regards

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 06 July 2020 15:27  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: The Good Growth Fund and Queens Market.

Can do the morning of the 9<sup>th</sup> between 9am and 11am – does this time still work?

Best  
[REDACTED]

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**From:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Date:** Friday, 26 June 2020 at 17:23  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>, [REDACTED] <[REDACTED]@london.gov.uk>, [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Subject:** RE: The Good Growth Fund and Queens Market.

Hi [REDACTED]

Yes sure.

[REDACTED] and I have availability for most of the day on the 9<sup>th</sup> and 10<sup>th</sup>.  
If you can suggest a few times I'll send a zoom invite.

Many thanks,  
[REDACTED]

[REDACTED] | [REDACTED]  
Strategic Regeneration  
**London Borough of Newham**  
1<sup>st</sup> Floor West Wing, Newham Dockside, 1000 Dockside Road, London E16 2QU.  
DDI: 020 [REDACTED] Int: [REDACTED]

People at the Heart of Everything We Do



**From:** [redacted] <[redacted]@london.gov.uk>

**Sent:** 25 June 2020 15:25

**To:** [redacted] <[redacted]@newham.gov.uk>; [redacted] <[redacted]@london.gov.uk>; [redacted] <[redacted]@london.gov.uk>

**Cc:** [redacted] <[redacted]@newham.gov.uk>

**Subject:** Re: The Good Growth Fund and Queens Market.

Hi [redacted]

Yes [redacted] and I can do that date to discuss Queens Market.

Do you have time to discuss Applecart Arts with myself and [redacted] before that on the w/c 6<sup>th</sup> July?

I

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**From:** [redacted] <[redacted]@newham.gov.uk>

**Date:** Thursday, 25 June 2020 at 14:54

**To:** [redacted] <[redacted]@london.gov.uk>, [redacted] <[redacted]@london.gov.uk>, [redacted] <[redacted]@london.gov.uk>

**Cc:** [redacted] <[redacted]@newham.gov.uk>

**Subject:** The Good Growth Fund and Queens Market.

Hi [redacted]

Since we spoke last we've been arranging some internal sessions with council teams for their input on the development of the Stage 0 brief for the Queens Market site.

Following on from these sessions we'd like to hold a meeting with you all, inviting our design team, [redacted] and [redacted] (who are working on a Town Centre Strategy for LBN – Green Street being one of the first town centres looked at).

We have some availability between 11a.m and 2pm on Monday 13<sup>th</sup> July for a 1hr30 minute meeting.

Does this day and time suit you, [redacted] and [redacted] to meet virtually?

Kind regards,

[redacted] I [redacted]

Strategic Regeneration

London Borough of Newham

1<sup>st</sup> Floor West Wing, Newham Dockside, 1000 Dockside Road, London E16 2QU.

DDI: 020 [redacted] Int: [redacted]

People at the Heart of Everything We Do



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**From:**

**Sent:**

14 May 2020 10:36

**To:**

**Subject:**

GGF Funding Totals

Hi \_\_\_\_\_

I have just been sent the GGF funding totals and it breaks it down for Queens Market as £1,800,000 from GGF and £200,000 from AQ. However, I have an email from AQ team saying that they weren't planning to fund the project. So I will endeavour to get to the bottom of this. I have a meeting with \_\_\_\_\_ to discuss the AQ expectations from the project – and whether it makes up one coherent pot and can be used for general improvements to AQ – or if they have specific outputs. I would be keen that we use the £200,000 to support sustainable construction/biodiversity in public realm so that it isn't some AQ tack on.

It should all be managed through one grant agreement though.

Apologies for this – it sounds like there have been discussions that I haven't been privy to.

Best

\_\_\_\_\_

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**From:** \_\_\_\_\_  
**Sent:** 12 May 2020 21:07  
**To:** \_\_\_\_\_  
**Cc:** \_\_\_\_\_  
**Subject:** Re: Advice and Guidance for getting into grant  
**Attachments:** GGF R3 Grant Agreement\_QueensMarket.docx

Hi \_\_\_\_\_

See the grant agreement attached. Apologies it took a while to get it to you. We have been waiting for a revised version of it. I have added in some of the key information – figures etc.

We can go through it in more detail at our next catch-up. Would be good to get a date in the diary for it.

I'm keen to not over complicated the grant process – hopefully most of the information already in the application get go straight into the agreement.

Best  
\_\_\_\_\_  
\_\_\_\_\_

**Senior Project Officer, Regeneration and Economic Development**  
GREATERLONDONAUTHORITY  
City Hall, The Queen's Walk, London SE1 2AA  
020 7084 \_\_\_\_\_ | \_\_\_\_\_

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\_\_\_\_\_ [london.gov.uk](https://www.london.gov.uk)

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**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Date:** Tuesday, 12 May 2020 at 18:59  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Cc:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** RE: Advice and Guidance for getting into grant

Hi \_\_\_\_\_

I hope all is well.

Do you know when are we likely to receive the Grant Agreement terms. I will update the OPS this week in terms of the outcomes and outputs that will form part of the Schedule, but are we able get a copy of the all the terms so we can review these please. We will need to seek approval to enter into the Grant Agreement so a copy (even if draft) would be useful to review.

Regards  
\_\_\_\_\_  
\_\_\_\_\_



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**From:** [redacted] <[redacted]@london.gov.uk>  
**Sent:** 08 April 2020 15:06  
**To:** [redacted] <[redacted]@newham.gov.uk>  
**Cc:** [redacted] <[redacted]@newham.gov.uk>  
**Subject:** Advice and Guidance for getting into grant

Hi [redacted] and

I hope all is well and you are staying safe. I have attached some advice and guidance to help you understand the process of getting into grant with us. And what can be updated on OPS.

Would be good to discuss how you might update the deliverables in light of the current crisis. It might also be useful to think how you might delivery additional outputs and impacts should more funding become available. Specifically playing support for the high street once the lockdown is over.

I'm free on the 22/23/24 April – that might be a good time to catch up.

Best

**Senior Project Officer, Regeneration and Economic Development**  
GREATERLONDONAUTHORITY  
City Hall, The Queen's Walk, London SE1 2AA  
020 7084 [redacted] | [redacted]

**london.gov.uk**  
[london.gov.uk](https://www.london.gov.uk)

NHS health information and advice about coronavirus can be found at [nhs.uk/coronavirus](https://www.nhs.uk/coronavirus)

# GREATER**LONDON**AUTHORITY

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

between

The Greater London Authority

-and-

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

Summary cover sheet for publication

In compliance with the Local Government Transparency Code 2015

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

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

IN ORDER FOR THE GLA TO COMPLY WITH THE 2015 LOCAL GOVERNMENT TRANSPARENCY CODE, **THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE**

**GOVERNANCE TEAM** AS SOON AS IT IS SIGNED AND AN UPDATED VERSION WITH A COPY OF ANY VARIATION AS SOON AS IT IS SIGNED.

(Azadur Rahman [azadur.rahman@london.gov.uk](mailto:azadur.rahman@london.gov.uk) / Post Point 11 / Tel extension: 4818).)

THIS AGREEMENT is made this                      day of  
2020

**BETWEEN:**

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
- (2) **[London Borough of Newham]** [of/whose principal office is at London Borough of Newham, Newham Dockside, Royal Docks, London, E16 2QU] ("the Recipient")

**IT IS HEREBY AGREED THAT:**

**1. Background**

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding. An approved version of the Recipient's proposal can be found in Schedule 5.is on file at the Greater London Authority.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic development, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its [*Green Street and Queens Market (see Block 1 – Project details in OPS)*] by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient's total costs of fulfilling the Project Objectives are **[six-million, one-hundred and eighty-six thousand, eight-hundred and eighty]** pounds sterling (**£6,186,880**) the Recipient has committed itself to meeting the Project Objectives, to contributing **[four-million, one-hundred and eighty-six thousand, eight-hundred and eighty]** pounds sterling (**£4,186,880**), to the and to use all reasonable endeavours to secure Additional Funding for use in meeting the Project Objectives (together the "Recipient's Contribution").
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 Not Used

1.7 Where the Recipient is an ESF Sponsor it shall also, as a condition of this Agreement cooperate fully with the Authority and provide the Authority with such assistance as the Authority requires in relation to any ESF Project which shall include (without limitation) complying fully with the ESF Sponsor Agreement.

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

## **2. The Project Objectives**

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

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

2.3 The Recipient shall:

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

2.4 Where the Project involves any element of urban design, sustainability, streetscape design and or architecture, the Recipient shall submit full details of such proposed design and/or re-design work to the Authority for its consideration and will co-operate and engage fully with the Authority to agree design dialogue arrangements to be followed (in accordance with available guidance issued or published by the Authority from time to time) in the procurement, commissioning and undertaking of agreed design and/or re-design work. To the extent that the undertaking of any agreed design and/or re-design work necessitates in the opinion of the Authority, the amendment of

this Agreement. all such amendment shall not be valid unless made in accordance with Clause 11.

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

2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that of the GLA funding: (a) [zero] pounds sterling (£0) will be used solely as a contribution to revenue expenditure; and (b) [two-million] pounds sterling (£2,000,000) will be used solely as a contribution to capital expenditure, incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, is estimated to deliver benefits that will accrue over a period of 15 years on average and on the basis that it will be recorded in the Recipient's accounts in this manner. A copy of the certification is attached at Schedule 7 to this Agreement.

2A.2 The Recipient shall ensure that it has secured the Recipient's Contribution on or before [30 June 2020]. For the avoidance of doubt where the Recipient's Contribution comprises any sum(s) to be provided by a third party such component sum(s) shall not be deemed secured unless a legally binding obligation to provide such sums is in place between the Recipient and such third-party funder(s) evidence of which must be provided to the Authority on or before [30 June 2020].

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

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

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

4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with the Funding Schedule and this Clause 4. For the avoidance of doubt the GLA Funding is capital funding and the Recipient shall not be permitted to make claims for GLA Funding in respect of revenue expenditure.

4.2 Where Project Objectives are to be met on a

- (a) Milestone basis the provisions of Part A of the Funding Schedule (and relevant blocks in OPS – see definition(s)) shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding; and
- (b) Project Output basis, the provisions of Part B of the Funding Schedule and relevant blocks in OPS – see definition(s)) shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.

- 4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Project Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.
- 4.4 The Recipient shall undertake and report to the Authority on post-Project delivery monitoring and evaluation, evaluating the impacts and outcomes of the Project as follows:
- (a) first post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 6 months after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8);
  - b) second post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 3 years after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8); and
  - c) ongoing post-Project monitoring reports supplied to the Authority bi-annually commencing on the date 5 years after the completion of the final Milestone (in accordance with such requirements as the Authority shall notify the Recipient).
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.
- 4.7 Not used
- 4.8 Not used
- 5. Ineligible Expenditure**
- 5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must

not use monies paid to it by the Authority under this Agreement for:

- a) activities or objectives not listed in Schedule 1 or 2;
- b) recoverable input VAT incurred;
- c) any liability arising out of the Recipient's negligence or breach of contract;
- d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
- e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.

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

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

## **6. Financial Accountability**

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

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



response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;

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

(whether by itself or its contractors, servants and/or agents) in this regard;

- j) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs providing the Authority with copies of and access to the same upon request;
  - k) notify the Authority of the results of inspections from Ofsted or FE commissioners reports; and
  - l) notify the Authority in writing of any change in the identity of the Recipient's Representative.
- 6.2 No Capital Asset should be sold, charged, loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which will not be unreasonably withheld which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to Clauses 6.5 and 6.6 below;
- 6.3 The Recipient shall procure the maintenance of appropriate security and an insurance policy with an insurer of good repute for every Capital Asset which must cover loss or damage for the full replacement value of those Capital Assets and (for the avoidance of doubt) in the event of any loss of or damage to any Capital Asset the Authority shall not be obliged to pay for its replacement or repair.
- 6.4 The Recipient shall keep a register of all Capital Assets which shall be accessible to the Authority its agents and auditors upon request at all reasonable times. Where the GLA Funding is used for the purchase of a Capital Asset such item or items must be included on the register of Capital Assets and the register shall include (for each Capital Asset):
- a) the date of purchase;
  - b) a description sufficient to identify it;
  - c) the purchase price excluding recoverable VAT;
  - d) any third-party interests or charges over the Capital Asset;
  - e) the location of the documentation showing the Recipient's title to the Capital Asset; and
  - f) date of disposal and sale proceeds (net of VAT).
- 6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market

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

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

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

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

- a) the Recipient fails to comply with Clause 1.7;
- b) the Recipient fails to comply with Clause 2A.2 and/or apply the Recipient's Contribution solely to the Project Objectives and/or Project Outputs;
- c) in the Authority's reasonable opinion there is adjudged to be any reason that may prevent the application of the Recipient's Contribution;
- d) in the Authority's opinion, the Recipient: fails to deliver; or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- f) there is a substantial change to the Project or the Project Objectives and/or, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- g) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
- h) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- h) the composition, ownership or control (save where control refers to the makeup of a London Borough Council's elected executive) of the Recipient changes, or the Recipient becomes Insolvent or is dissolved

in any way

- k) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in, or are in the reasonable opinion of the Authority likely to lead to, the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
- l) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
- j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place in undertaking activity pursuant to the Project including (without limitation) those comprised in the London Plan (<http://www.london.gov.uk/priorities/planning/london-plan>)) ;
- k) the Recipient fails to provide the Authority upon request with:
  - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
  - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones; and/or Project Outputs; and/or
- l) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the reasonable opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority; or

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

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

subsequent breach of that or any other provisions.

7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving 2two calendar months' notice in writing to the Recipient.

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

a) Clause 7.1:

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

b) Clause 7.4:

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

7.6 Where the Authority exercises its right to reduce, suspend or withhold GLA Funding, or requires all or part of the GLA Funding to be repaid pursuant to Clause 7.1, where the sums in question relate to GLA Funding paid in respect of Project Outputs, the GLA Funding may be re-calculated based on the revised maximum number of Sustained Outcomes deemed achievable by the Authority (at its discretion) and multiplied by the Overall Unit Cost, regardless of the associated value of the volume of prior Project Outputs achieved at the date on which the GLA notifies the Recipient of its exercise of its Clause 7.1

rights, provided always that the Authority reserves the right to apply an alternative methodology to re-calculate the GLA Funding amount.

## **8. Procurement and State Aid**

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

Relevant Enterprise from the Authority or any other public body or public source above the De Minimis Threshold;

- c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each and every case) of ten Financial Years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and
- d) permit the Authority its auditors and agents access to the De Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business, Energy & Industrial Strategy and the European Commission.

8.5 The Recipient shall notify the Authority when;

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

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

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

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

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

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

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

- 9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, and/or the London Economic Action Partnership (LEAP) and HM Government is financially supporting the Project which shall include (without limitation) it ensuring that a description of the Project is published on its website, containing: the title of the Project, the name of the Recipient (and its partners, if any), a short description of the purpose of the Project, the Project Objectives and completion date. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's, LEAP's and HM Government's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority, and/or the London Economic Action Partnership (LEAP) and HM Government and/or each of their respective names, logos or branding including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its 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 licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

## **10. Agency**

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



## **11. Amendment**

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

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

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

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall not less than 7 days before the date of the relevant Review Meeting submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Project Monitoring Forms and shall include but not be limited to:
- a) the progress and delivery of the Project and Project Objectives, Milestones and/or Outputs any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the

delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;

- b) the amount of Additional Funding secured by the Recipient;
- c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project;
- d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason and the expenditure incurred and grant funding drawdown against the project to date.

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

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

- a) comply fully with the requirements set out at Schedule 7;
- b) cooperate fully with and provide the Authority and its agents including, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project;
- c) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents including, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project and
- d) provide upon request with such information and materials as the Authority requests;
- e) take all steps necessary to facilitate the Authority conducting visits to the site(s) of GLA funded activity as notified by the Authority from time to time; and
- f) enable attendance at and provide reasonable notice and meeting papers for project team meetings by the Authority or its nominee

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

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

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

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

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

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

- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
  - (i) eliminate unlawful discrimination and harassment;
  - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and.
  - (iii) foster good relations between people who share a protected characteristic and those that do not (the protected characteristics having the meaning ascribed to them noted in the Equality Act 2010 and including (without limitation): age, race, gender, sex, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment, pregnancy and maternity. For the first tenet, marriage and civil partnership would also be applicable. In undertaking any activity concerning or related to the Project the Recipient shall assist

and cooperate with the Authority where possible in satisfying this duty in respect of the Authority's compliance with its duties under Clause 13.3(b); and

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 and section 1 when it comes into force, including any amendment or re-enactment of section 1 or section 149, and/or any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- (d) shall (before the commencement of the Project):
  - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 1998 and, from 25 May 2018 and the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of the Project; and
  - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.;
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement; and
- (f) shall endeavour to obtain the relevant BREEAM rating of 'outstanding' for new builds and 'excellent' for refurbishments;
- (f) in place from time to time (a copy of the version in place as at the date of this Agreement being accessible at

<https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>) in meeting BREEAM requirements ; and

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

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

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
  - a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
  - b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

#### **15. Data Protection, Freedom of Information, Confidentiality and Transparency**

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the Data Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and all applicable regulations including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.
- 15.2 The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 (EIR) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA, EIR or other applicable legislation.
- 15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 15.4 The obligations under Clause 15.3 above shall not apply to:
- (a) information which at the time of disclosure is in the public domain;
  - (b) information which is required to be disclosed by law; (including the Parties' under the FOIA);
  - (c) information which is disclosed with the consent of the disclosing party.
- 15.5 Both Parties acknowledges and agrees that the Authority:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives their consent for the other Party to publish the Agreement Information to the general public; and
  - (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any

Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

## **16. Entire Agreement**

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

## **17. Force Majeure**

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

- (i) the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring additional expense; and
- (ii) discussing with the Authority other options for resuming the performance of its obligations;
- (c) shall forthwith after the cessation of the Force Majeure Event, notify the other Party thereof and resume full performance of its obligations under this Agreement.

17.5 The Party affected by the Force Majeure Event shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes that Party to be unable to comply with its obligations under this Agreement.

17.6 Relief from liability for the Party affected by the Force Majeure Event under this Clause 17 shall end as soon as the Force Majeure Event no longer causes the affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 17.5.

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

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

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

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

## **20. Severance**

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

## **21. Definition of Terms**

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

21.1 **“Additional Funding”** has the meaning prescribed to that term in clause 4.3 of this Agreement.

21.2 **“Additional Outputs”** means any Project Outputs described as such in the Annex to Schedule 1 and block 13 of OPS.



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

- 21.14 **“Expenditure Incurred”** means expenditure incurred by the Recipient connected with the Project in respect of which the Recipient has received relevant goods, and services or works, or in respect of which it has entered into contractual obligations, for which payment has been made and which shall not include expenditure on any matters set out in Clauses 5.
- 21.15 **“Financial Year”** means the annual period which commences from 01 April and ends on 31 March.
- 21.16 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions, any form of government intervention or change in legislation, local or national emergency, public health crisis, shortage of labour, shortage or lack of materials food fuel or transport, plague, disease, illness, epidemic, pandemic (which shall include COVID-19), medical crisis, quarantine restrictions, embargoes, or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.
- 21.17 **“Funding Schedule”** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement.
- 21.18 **“GLA Contracts and Funding Code”** means the Authority’s Contracts and Funding Code from time to time in place the version as at the date of this Agreement being located at:  
[https://www.london.gov.uk/sites/default/files/contracts\\_funding\\_code\\_-\\_dec\\_18\\_update.pdf](https://www.london.gov.uk/sites/default/files/contracts_funding_code_-_dec_18_update.pdf)
- 21.19 **“GLA Funding”** means a sum of up to [two million] pounds sterling (£2,000,000).
- 21.20 **“Insolvent”** means:
- where the Recipient is an individual (or if more than one individual than any one of them):
    - (a) the subject of a bankruptcy petition;
    - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
    - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding

under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and

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

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

- 21.22 **“Milestones”** means the milestones for the Recipient’s fulfilment of the Project Objectives as set out at Schedule 2 and in Blocks 6 and 7 of OPS.
- 21.23 **“OPS”** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.
- 21.24 **“Output and Outcomes Framework”** means the Good Growth Fund Output and Outcomes Framework as amended from time to time and the current version of which can be found at <https://www.london.gov.uk/what-we-do/regeneration/funding-opportunities/good-growth-fund-supporting-regeneration-london>
- 21.25 **“Output Related Funding”** means (where applicable) any GLA funding paid in respect of Project Outputs.
- 21.26 **“Outputs Value Return”** means (where applicable) the return confirming Outputs delivered in a quarterly claim period and cumulatively from which, using the Unit Rates, the claim amount for the Quarter will be calculated as well as the cumulative amount claimed to date in the form set out at Schedule 5(c) as amended by the Authority from time to time.
- 21.27 **“Project”** means the [Green Street and Queens Market].
- 21.28 **“Project Monitoring Form(s)”** means the form(s) to be completed and submitted to the Authority by the Recipient under Clause 4.2 and which shall take the form of the template set out at Schedule 5
- 21.29 **“Project Objectives”** means the objectives to be met by the Recipient set out in Schedule 1, including (without limitation the Project Outputs) and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 21.30 **“Project Outputs”** means (where applicable) any outputs including the Sustained Outcomes to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties and set out in Block 12 (Outputs) of OPS.
- 21.31 **“Quarter”** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.
- 21.32 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 21.33 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project. whom as at the date of the commencement of this Agreement is [REDACTED].

Commented [REDACTED] Hi [REDACTED] can you confirm who this might be – I assume [REDACTED]

- 21.34 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 21.35 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise incusing (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the Relevant Enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 21.36 **“Relevant Aid Trigger Point”** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.
- 21.37 **“Relevant Enterprise”** means an entrepreneur sole trader partnership firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children young people and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 21.38 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from <https://www.london.gov.uk/priorities/business-economy/vision-and-strategy/focus-areas/responsible-procurement/responsible-procurement-policy> [https://www.london.gov.uk/sites/default/files/gla\\_group\\_rpp\\_v7.12\\_final\\_template\\_for\\_web.pdf..](https://www.london.gov.uk/sites/default/files/gla_group_rpp_v7.12_final_template_for_web.pdf..)
- 21.39 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 21.40 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 21.41 **“State Aid”** means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise.
- 21.42 **“Statement of GLA Funding Expenditure”** means, where applicable, the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of

Expenditure incurred on the Project and in respect of which claims for GLA Funding have been made in the previous Financial Year, which shall be accompanied by copy invoices clearly showing Expenditure Incurred on the Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer in the form set out in Schedule 97 as amended by the Authority from time to time.

- 21.43 **"Sub-Grantee"** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 21.44 **"Sustainability Charter"** means the Authority's policies and guidance on sustainability as comprised in the Sustainability Charter (<https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>),
- 21.45 **"Sustained Outcomes"** means (where applicable) any outputs or outcomes which by their nature are to be measured over a sustained period as may be set out at Annex 1 to Schedule 1.
- 21.46 **"Transparency Commitment"** means the Authority's commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA's Contracts and Funding Code...
- 21.47 **"Unit Rates"** means, (where applicable,) the values associated with each specific Project Output as set out at Schedule 1 and/or 2, any annexure thereto.

22. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

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

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

.....  
(Signature of Authorised Signatory)

.....  
(Print Name)

.....  
(Date)

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

.....  
(Signature of Authorised Signatory)

.....  
(Print Name)

.....  
(Date)

## Schedule 1 – Project Description

### [ GREEN STREET AND QUEENS MARKET ]

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

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

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

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

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

**Commented** [REDACTED] This section needs to be completed in the grant agreement rather than OPS



Stage	Description of Design management arrangements
Project scoping	To complete
Brief writing	To complete
Procurement (design team and contractor)	To complete
Design review, and preparation for delivery to development milestone	To complete
Development to delivery milestone	To completed in schedule 2, part A
Delivery	To complete
Completion and Evaluation	To complete

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

Commented [REDACTED] This section needs to be completed in the grant agreement rather than OPS

The Mayor's equality, diversity and inclusion (EDI) strategy 'Inclusive London' sets out the future of London as a diverse, inclusive and integrated city, where everyone should be able to reach their full potential and prosper. The creation of diverse and accessible local places and economies are key aims of the Good Growth Fund, and the GLA is committed to work with their delivery partners through the fund to encourage social integration and champion inclusive growth in London. The Mayor and the GLA must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. Projects awarded funding will be required to meet the Public Sector Equality Duty and the Public Services (Social Value) Act 2012, and demonstrate this through regular reporting of progress.

With reference to the accompanying guidance notes, and using the template below, please outline the impact your project will have and how it will achieve social value for its proposed beneficiaries, and how as an organisation you will take steps to address equality, diversity and inclusion principles within the operation of your business. Where applicable you should outline how you propose to remove or minimise disadvantages suffered by people due to their protected characteristics, take steps to meet the needs of people from protected groups where these are different from the needs of other people and encouraging people from protected groups to participate in your project. Furthermore, please outline how you intend to monitor the impact on these different equalities groups' including disadvantaged groups and excluded groups.

To ensure the table is focused we recommend selecting five priorities areas related to the project, and five priority areas related to your organisation. Key actions relating to achieving social value and EDI should also be recorded in the milestone and funding schedule.

**[PLEASE COMPLETE THE FOLLOWING TABLE AND IDENTIFY FIVE PRIORITY AREAS FOR EACH SECTION - PLEASE DELETE THE EXAMPLES IN ITALICS SHOWN AND REPLACE WITH AGREED PROJECT OBJECTIVES]**

Objective	Current position/ Baseline	Action/ Task	When	Person responsible/ Resource Required	Measure of success
<b>Project Objectives - Achieving Social Value</b>					
1 Collaborate with groups (with protected characteristics) within the existing community as part of the development, delivery and legacy of the project	No engagement or collaboration taken place to date	Appoint a suitably qualified consultant to develop and carry out engagement activities  Identify key engagement activities as part of the design brief, construction	May 2019 (Appoint consultant)  Autumn 2019 – Spring 2020 (development & legacy engagement)	Project Manager & Engagement Consultant	Attendance at workshops and engagement programme is reflective of the diversity of the local community  Final project reflects the needs and

			plan, operation, and management of the finished project	Summer 2020 (legacy engagement not commencement)		input of a diverse selection of local groups
2						
3						
4						
5						
<b>Organisation Objectives - Addressing Equality, Diversity &amp; Inclusion</b>						
1	To create a workforce that is reflective of the diversity of area	<p>There is no data currently collected on ethnicity, faith etc (Data to be reviewed in line with the Equality Act 2010)</p> <p>There are no links with educational institutions or local communities</p> <p>The E&amp;D policy has not been reviewed in the last three years</p>	<p>Collate workforce diversity data on all equality groups</p> <p>Carry out employee EDI survey</p> <p>Develop links with local schools/ colleges and or young people, representing diverse communities</p> <p>Monitor data on a six monthly basis</p> <p>Review and update policy</p>	<p>April 2019 (survey)</p> <p>September 2019 (Educational links)</p> <p>September 2020 (targets)</p>	Director of HR	<p>Workforce is increasingly reflective of gender, ethnic, disability diversity</p> <p>By 2020: X% of staff are women X% of staff are BAME 8% of staff are disabled</p>
2						
3						
4						
5						

Annex to Schedule 1

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

**PLEASE INCLUDE A BRIEF DESCRIPTION HERE OF HOW EACH DELIVERABLE RELATES TO THE SPECIFIC ACTIVITIES OF THE PROJECT – e.g. 1250 m2 of commercial space will be created as part of the refurbishment of building XXXX, or 100 people will actively participate in the project as part of the partnership working with local school/community group XXXX**

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

### **Part A**

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

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

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

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

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

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

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[illegible]

**Sample - to be completed in separate spreadsheet and inserted**

**Part B: Output Related GLA Funding**

N/A

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## Part C – Repayment Profile

*[Insert if applicable]*

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### Schedule 3

#### Logos

SUPPORTED BY  
**MAYOR OF LONDON**



#### Schedule 4

##### **De Minimis Disclosure Form**

##### **DE MINIMIS DECLARATION**

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

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

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

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

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

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

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

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

Name	Position	Signature	Date

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**Schedule 5**

**a) Quarterly Monitoring Form**

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QUARTERLY PROGRAMME / PROJECT DELIVERY INFORMATION																																																																																																																																																																																																																																																																																									
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**Output Values Return**

**Not applicable**

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**Schedule 6**

**Evaluation – OPS BLOCK 11**

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## Self-Evaluation Template

*To be completed after project completion*

### Section 1: Project Information

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

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

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

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

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

DRAFT

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

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

Please complete the assessment under the following headings:

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

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

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

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

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

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

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

## Section 4: Project delivery

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

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

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

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

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

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

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

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

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

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

- A summary of project management mechanisms

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

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

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

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

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

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

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

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

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

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

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

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

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

## Section 6: Project achievements and lessons:

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

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

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

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

## Section 7: Project legacy and forward plan

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

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

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

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

## Section 8: Conclusions

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

### Schedule 7 – Funding Breakdown - OPS BLOCK 7

**Name of programme:** Good Growth Fund

**Name of applicant organisation:** [redacted]

	Total project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Recipient Match	Non Recipient Match	Recipient Match capital	Recipient Match revenue	Non Recipient match capital	Non Recipient match revenue
2020-21											
2021-22											

I hereby certify that:

1. the organisation named above is eligible to provide public match funding
2. the match funding provided does not contain any funds which have been provided by the GLA group

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



### **Schedule 8**

#### **Performance Reporting:**

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

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

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

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

---

**From:** [REDACTED]  
**Sent:** 15 April 2020 14:54  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Ilford Community Market

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Date:** Wednesday, 15 April 2020 at 12:31  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Subject:** RE: Ilford Community Market

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 15 April 2020 11:27  
**To:** [REDACTED] <[REDACTED]@newham.gov.uk>

Cc: [redacted] <[redacted]@newham.gov.uk>  
Subject: Re: Ilford Community Market

[redacted]

[redacted]

Best

[redacted]

---

From: [redacted] <[redacted]@newham.gov.uk>  
Date: Wednesday, 15 April 2020 at 11:21  
To: [redacted] <[redacted]@london.gov.uk>  
Cc: [redacted] <[redacted]@newham.gov.uk>  
Subject: RE: Ilford Community Market

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

---

From: [redacted] <[redacted]@london.gov.uk>  
Sent: 15 April 2020 11:04  
To: [redacted] <[redacted]@newham.gov.uk>  
Cc: [redacted] <[redacted]@newham.gov.uk>  
Subject: Re: Ilford Community Market

[redacted]

[redacted]

[REDACTED]

[REDACTED]

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Date:** Wednesday, 15 April 2020 at 10:34  
**To:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Subject:** RE: Ilford Community Market

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

**From:** [REDACTED] <[REDACTED]@london.gov.uk>  
**Sent:** 15 April 2020 10:12  
**To:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Cc:** [REDACTED] <[REDACTED]@newham.gov.uk>  
**Subject:** Re: Ilford Community Market

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

**From:** <[newham.gov.uk](mailto:newham.gov.uk)>  
**Date:** Tuesday, 14 April 2020 at 17:47  
**To:** <[london.gov.uk](mailto:london.gov.uk)>  
**Cc:** <[newham.gov.uk](mailto:newham.gov.uk)>  
**Subject:** Ilford Community Market

Hi \_\_\_\_\_

I hope all is well.

I was wondering if you knew the cost of the Mercato Metropolitano scheme in Ilford which I know the GLA helped to fund through the Good Growth programme. It looks like a good comparator in terms of what we are trying to achieve for the affordable workspace at Queens Market. So understanding the costs would be most useful. Do you have a breakdown that you can email through?

Regards

---

**From:** \_\_\_\_\_  
**Sent:** 15 April 2020 10:06  
**To:** \_\_\_\_\_  
**Subject:** Re: Advice and Guidance for getting into grant

Hi \_\_\_\_\_

Let's do the afternoon of the 23<sup>rd</sup>.

Best  
\_\_\_\_\_

---

**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Date:** Tuesday, 14 April 2020 at 11:09  
**To:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>, \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Subject:** RE: Advice and Guidance for getting into grant

Hi \_\_\_\_\_

Our availability is as follows;

3.30pm onwards on the 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup> April, and 1 - 2pm on the 24<sup>th</sup>.

Please could you let me know what suits you and I will send a zoom invite?

Many thanks  
\_\_\_\_\_

I Graduate Regeneration Trainee  
Strategic Regeneration  
London Borough of Newham  
1<sup>st</sup> Floor West Wing, Newham Dockside, 1000 Dockside Road, London E16 2QU.  
DDI: 020 \_\_\_\_\_ Int: \_\_\_\_\_

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**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Sent:** 08 April 2020 15:53  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Cc:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** RE: Advice and Guidance for getting into grant

Thanks \_\_\_\_\_ We have already started to put together some ideas for additional deliverables that could support the tow centre as part of a recovery plan as well as ensuring they are resilient to changes in future consumer trends.

All those dates suit me. \_\_\_\_\_ can you please look at \_\_\_\_\_ diary and then send a Zoom invite. \_\_\_\_\_ do you have access to Zoom through the GLA?

Regards

---

**From:** [redacted] <[redacted]@london.gov.uk>  
**Sent:** 08 April 2020 15:06  
**To:** [redacted] <[redacted]@newham.gov.uk>  
**Cc:** [redacted] <[redacted]@newham.gov.uk>  
**Subject:** Advice and Guidance for getting into grant

Hi [redacted] and [redacted]

I hope all is well and you are staying safe. I have attached some advice and guidance to help you understand the process of getting into grant with us. And what can be updated on OPS.

Would be good to discuss how you might update the deliverables in light of the current crisis. It might also be useful to think how you might delivery additional outputs and impacts should more funding become available. Specifically playing support for the high street once the lockdown is over.

I'm free on the 22/23/24 April – that might be a good time to catch up.

Best

[redacted]

[redacted]

**Senior Project Officer, Regeneration and Economic Development**

**GREATERLONDONAUTHORITY**

City Hall, The Queen's Walk, London SE1 2AA

020 7084 [redacted] | [redacted]

**london.gov.uk**

[redacted] [london.gov.uk](https://www.london.gov.uk)

NHS health information and advice about coronavirus can be found at [nhs.uk/coronavirus](https://www.nhs.uk/coronavirus)

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**From:** [redacted]  
**Sent:** 27 March 2020 09:06  
**To:** [redacted]  
**Cc:** [redacted]  
**Subject:** Re: Good Growth Fund: Queens Market

No the problem is with the meeting link – our cpu's won't let us access it for security reasons.

---

**From:** [redacted] <[redacted]@london.gov.uk>  
**Date:** Friday, 27 March 2020 at 09:04  
**To:** [redacted] <[redacted]@newham.gov.uk>, [redacted] <[redacted]@london.gov.uk>, [redacted] <[redacted]@newham.gov.uk>, [redacted] <[redacted]@newham.gov.uk>  
**Cc:** [redacted] <[redacted]@london.gov.uk>  
**Subject:** RE: Good Growth Fund: Queens Market

Hi [redacted]

Apologies – It looks like I haven't got Skype set up properly.

Im trying to enter meeting through web browser but I don't seem to have URL for the meeting? Can you send?

-----Original Appointment-----

**From:** [redacted] <[redacted]@newham.gov.uk>  
**Sent:** 12 March 2020 12:12  
**To:** [redacted]  
**Cc:** [redacted]  
**Subject:** Good Growth Fund: Queens Market  
**When:** 27 March 2020 09:00-10:00 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.  
**Where:** Skype Meeting - click on the link below to join the call.



---

**From:** \_\_\_\_\_  
**Sent:** 25 March 2020 11:20  
**To:** \_\_\_\_\_  
**Subject:** Re: Good Growth Fund: Queens Market

Hi \_\_\_\_\_

Send my regards to \_\_\_\_\_ if you speak to him.

We have access to skype too – so happy to use that.

Best  
\_\_\_\_\_

---

**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Date:** Wednesday, 25 March 2020 at 11:11  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>, \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>, \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>, \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** RE: Good Growth Fund: Queens Market

Hi \_\_\_\_\_

I will be testing out Zoom later this afternoon, so I will let you know if that's a good option.  
Thanks for arranging this.

Best wishes,  
\_\_\_\_\_

\_\_\_\_\_ I Graduate Regeneration Trainee  
Strategic Regeneration  
London Borough of Newham  
1<sup>st</sup> Floor West Wing, Newham Dockside, 1000 Dockside Road, London E16 2QU.  
DDI: 020 \_\_\_\_\_ Int: \_\_\_\_\_

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**From:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Sent:** 25 March 2020 09:16  
**To:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>; \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>; \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>; \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** Re: Good Growth Fund: Queens Market

Hi all,

I will organise for this to be a virtual call – what software are Newham using? – We can do Microsoft Teams or Zoom?

Let me know and I'll organise.

Best  
\_\_\_\_\_



---

**From:** \_\_\_\_\_  
**Sent:** 12 March 2020 10:46  
**To:** \_\_\_\_\_  
**Cc:** \_\_\_\_\_  
**Subject:** RE: Good Growth Fund Stage 2 Outcome

Hi \_\_\_\_\_

Let's do the morning on of the 27<sup>th</sup> March. (can also add \_\_\_\_\_ to the invite).

Okay great – are you able to

We haven't yet been sent the template for the new grant agreement but will share when we get it.

Best

\_\_\_\_\_

**Senior Project Officer, Regeneration and Economic Development**

GREATERLONDONAUTHORITY

City Hall, The Queen's Walk, London SE1 2AA

020 7084 \_\_\_\_\_ | \_\_\_\_\_

**london.gov.uk**

\_\_\_\_\_ [london.gov.uk](https://www.london.gov.uk)

---

**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Sent:** 12 March 2020 10:07  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Cc:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** RE: Good Growth Fund Stage 2 Outcome

Hi \_\_\_\_\_

Yes was very welcomed news! Thank you for all your support over the last 8 months.

I can meet on either 26<sup>th</sup> or 27<sup>th</sup> March in the morning so let me know when is best for and we will send an invite – happy to meet at City Hall. We have developed the programme in anticipation of being successful (!) and will start to process of further engagement with traders and the community to finalise the scope of the market and public realm projects in late April. This will then allow us to finalise design briefs and commence the procurement process.

When are we likely to get a copy of the Grant Agreement? Or is this available to download from the OPS?

Regards

---

**From:** [redacted] <[redacted]@london.gov.uk>  
**Sent:** 12 March 2020 09:41  
**To:** [redacted] <[redacted]@newham.gov.uk>  
**Cc:** [redacted] <[redacted]@newham.gov.uk>  
**Subject:** RE: Good Growth Fund Stage 2 Outcome

Hi [redacted]

I'm glad you enjoyed the news! It was a fantastic application and it's a really great project.

Re: next steps

It would be good to get a meeting in the diary, I am on AL from 16-24 March but have a free diary 26/27 March so could do something then. In the meantime it would be great if we can start drafting the design briefs and setting out a details programme for the project.

There will also be a period of getting the project into grant, although now we are using OPS we are not sure what the process is.

See press release below.

<https://www.london.gov.uk/press-releases/mayoral/mayor-boosts-good-growth-projects-with-24m>

Best

---

**From:** [redacted] <[redacted]@newham.gov.uk>  
**Sent:** 10 March 2020 14:22  
**To:** Good Growth Fund <GoodGrowthFund@london.gov.uk>; [redacted] <[redacted]@london.gov.uk>  
**Cc:** [redacted] <[redacted]@newham.gov.uk>  
**Subject:** RE: Good Growth Fund Stage 2 Outcome

Dear Patrick and [redacted]

That's fabulous news!

if you could let me know when you would like to meet to discuss the next steps and the funding agreement. Also if you could send us a copy of the press release that would be good.

Regards

[redacted]

---

**From:** Good Growth Fund <GoodGrowthFund@london.gov.uk>  
**Sent:** 09 March 2020 17:04  
**To:** [redacted] <[redacted]@newham.gov.uk>  
**Subject:** Good Growth Fund Stage 2 Outcome

Dear \_\_\_\_\_

Re: Good Growth Fund Application – Green Street and Queens Market

On Tuesday the Mayor of London, Sadiq Khan, will unveil the final round of investments in community growth and development across the capital as part of his £70 million Good Growth Fund. £23 million has been awarded to projects which put local communities at the heart of regeneration, enabling Londoners to actively participate in their local communities and give people a voice in shaping how the capital will grow.

We are pleased to inform you that in principle approval has been granted in respect of your request for GLA funding for the Green Street and Queens Market project for an amount up to £2,000,000 capital funding with match funding to agreed levels.

However, please note that you should not place any reliance on the support of the GLA until you are provided with, and both the GLA and you have executed, a formal funding agreement. Accordingly, any expenditure that you incur and/or to which you commit (including any which you may have incurred or committed to in relation to the preparation of your proposal for funding) prior to execution by both parties of the funding agreement is entirely at your own risk.

The Greater London Authority staff members responsible for working up the grant award with you will be \_\_\_\_\_ [london.gov.uk](https://london.gov.uk). They will be in touch soon to discuss the next steps, which will include managing funding agreement negotiations via GLA OPS and how to register your finance details.

The Mayor will be making a press announcement on Tuesday 10<sup>th</sup> March. As such, we would like to highlight that this information is confidential and under embargo until then.

If you are planning any media announcements and would like to request a supportive quote, please send your draft press release to \_\_\_\_\_ [@london.gov.uk](mailto:_____@london.gov.uk) in the City Hall press team.

If you are planning any social media outreach then please use the following hashtag for announcements where possible - #GoodGrowthFund

Yours sincerely,

Patrick Dubeck

Head of Regeneration

---

**From:** \_\_\_\_\_  
**Sent:** 29 January 2020 16:09  
**To:** \_\_\_\_\_  
**Cc:** \_\_\_\_\_  
**Subject:** RE: Good Growth Fund Application

Hi \_\_\_\_\_

Haha. Apologies, lots of frantic running around at the moment.

Yes, the question was thinking about the additional activities that you might be wanting to add into the market. Things like; fashion shows, community dinners, citizen assemblies, immersive theatre. Just so the application is clear about the breath of activities that the market can bring to the high street and local area.

Best

\_\_\_\_\_

---

**From:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Sent:** 29 January 2020 14:19  
**To:** \_\_\_\_\_ <\_\_\_\_\_@london.gov.uk>  
**Cc:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>  
**Subject:** FW: Good Growth Fund Application  
**Importance:** High

Hi \_\_\_\_\_

I saw you yesterday leaving the City Hall and waved but you were deep in conversation!

In relation to the letter attached, can you please clarify what is meant by:

- ☐ **More information is required to understand the different future uses that are planned in Queens Market and how this works, this can be aspirational at this point, but it is important to consider this while consulting and engaging with the existing traders.**

Is this referring to the other elements of the bid (public realm, affordable workspace and the creative wellbeing space) or the medium to long term options for the strategic site – i.e. capacity and viability study for a range of options that the Council will be commissioning later this year?

Regards

\_\_\_\_\_

---

**From:** Good Growth Fund <[GoodGrowthFund@london.gov.uk](mailto:GoodGrowthFund@london.gov.uk)>  
**Sent:** 16 December 2019 15:44  
**To:** \_\_\_\_\_ <\_\_\_\_\_@newham.gov.uk>

Cc: |\_\_\_\_\_| <|\_\_\_\_\_|@london.gov.uk>  
Subject: Good Growth Fund Application

Dear |\_\_\_\_\_|

**Re: Good Growth Fund Application – Green Street and Queens Market**

Thank you very much for your recent submission to the Good Growth Fund.

We have been overwhelmed by the level of interest in the programme, and the exceptional quality of the bids that we have received. In total, there were 169 applications requesting more than £178 million for projects to help deliver good growth for Londoners.

We are pleased to inform you that your project has been selected to proceed to Stage 2 of the process. Please find enclosed a copy of your detailed feedback and a proposed allocation of funding. As with Stage 1, the application process will be conducted entirely through GLA OPS. The Stage 2 application will be accessible from December 18<sup>th</sup>, and we have also included a copy of the updated application guidance to help you through this process.

However, please note that this is still a competitive process and you should not place any reliance on the support of the Greater London Authority. Accordingly, any expenditure that you incur and/or to which you commit (including any which you may have incurred or committed to in relation to the preparation of your proposal for funding) is entirely at your own risk.

To help support your application, we're offering all projects two point of contact meetings before the submission deadline. To discuss the Stage 2 process further, please contact |\_\_\_\_\_|@london.gov.uk.

Please note that all Stage 2 applications must be received by **4 pm on Monday 03 February 2020** to be eligible for further consideration.

We have made several resources available online to further assist your application. These include the Good Growth Fund Evaluation Handbooks, the Output and Outcomes Database, Framework and Impact Wheel and advice about the Public Sector Equality Duty. These are all available at <https://www.london.gov.uk/what-we-do/regeneration/funding-opportunities/good-growth-fund-supporting-regeneration-london#acc-i-53083>.

Yours sincerely,

**Patrick Dubeck**

**Interim Head of Regeneration | Regeneration & Economic Development**

**GREATERLONDONAUTHORITY**

City Hall, London SE1 2AA

**london.gov.uk**

|\_\_\_\_\_|@london.gov.uk

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**From:** [redacted]  
**Sent:** 28 January 2020 14:10  
**To:** [redacted]  
**Subject:** RE: Good Growth Fund (Round 3): Air Quality

Hi all,

I can't make this meeting [redacted]

Not sure if I am needed. @ [redacted] if you could give me a very brief read out of what is discussed.

Best  
[redacted]

-----Original Appointment-----

**From:** [redacted] <[redacted]@newham.gov.uk>

**Sent:** 27 January 2020 11:53

**To:** [redacted]

**Subject:** Good Growth Fund (Round 3): Air Quality

**When:** 28 January 2020 15:00-16:00 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.

**Where:** GLA City Hall - Downstairs Cafe