



MINUTES

Meeting: LEAP Investment Committee

Date: Thursday 12 December 2019

Time: 2.00 pm

Place: 6.7W, City Hall, The Queen's Walk, London, SE1 2AA

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Present:

Members:

Jules Pipe CBE (Chair)
Dr Celia Caulcott
Alexandra Depledge MBE
Jamie Mitchell

GLA Officers:

Jamie Dean, Area Manager – North East Team (Item 7)
Patrick Dubeck, Interim Head of Regeneration
Louise Duggan, Area Manager - North West Regeneration Team (Item 7)
Amy Gelsthorpe-Hill, Board Secretary
Paul Harper, Area Manager – South Team (Items 6 & 7)
Jamie Izzard, Senior Manager - SMEs, Food & LEAP
Debbie Jackson, Interim Executive Director - Development, Enterprise & Environment
Ben Johnson, Senior Advisor - Business and Digital Policy
Ray Smith, Senior Finance Manager
PeiChin Tay, Principal Project Delivery Officer (Item 5)
Kathryn Timmins, Senior Project Officer (Item 6)

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Certificate Number:
FS 80233

6.8 DECISIONS:

- a) That the request for an additional £240,000 of funding to be made available to Covent Garden Market Authority for the GGF Round 1 project 'Mission Kitchen at the Food Exchange', in line with the process set out in DD2222 Part 2 associated with the GGF contingency process, be endorsed; and
- b) That the increased lifetime value of the GGF Mission Kitchen project, from £2,957,505 to £3,197,505 (an eight per cent uplift), be noted.

[Note: The Senior Project Officer left the meeting at this point.]

7 Good Growth Fund Round 3, Stage 1 Recommendations (Part Reserved) (Item 7)

[Note: The Area Manager - North West Regeneration Team joined the meeting at this point.]

- 7.1 The Committee received the report and reserved appendices outlining an overview of applications received at Stage 1 of GGF Round 3 and an overview of the GGF and its achievements to date.² Members heard that 169 applications were received at Stage 1, with a combined ask of £178 million capital and repayable grant against the £21.93 million available. It was noted that the total funding available included £4 million for air quality improvements, following its reallocation from the Cleaner Heat Cashback programme.

[Note: The Senior Advisor - Business and Digital Policy left the meeting at this point.]

- 7.2 Members noted that 58 per cent of GGF Rounds 1 and 2 had been awarded to projects in areas of London which were located within the 20 per cent most deprived areas in England.³
- 7.3 Following a detailed appraisal process undertaken by officers, the report recommended the Committee to endorse 60 projects to submit Stage 2 applications, with a total ask of £51,250,762, and nine projects for development funding, with endorsements to be made at Stage 2.

[Note: The Area Manager - North East Team joined the meeting at this point.]

- 7.4 The PowerPoint presentation attached at Appendix B included an updated proposal reflecting the emerging possibility of additional funding, which was tabled for consideration and endorsement by the Committee.⁴ Members heard that the updated proposal would invite 62 projects to submit Stage 2 applications, with an increased total ask of £57,189,372. The uplift in value comprised the inclusion of

² The Committee also received the PowerPoint presentation attached at Appendix B.

³ As measured by the Index of Multiple Deprivation (IMD), the official measure of relative deprivation in England.

⁴ Additional detail on the updated proposal is set out at revised reserved Appendices C to F.

GOOD GROWTH FUND

Expression of Interest form

GENERAL INFORMATION

All sections of the form do not need to be completed for an application to be accepted. If we are requesting information you do not currently have access to or understand then don't worry, we will still read your submission. If you are unable to respond to any sections please indicate this with N/A and add an explanation as to why this information cannot be provided.

Applications that are not presented in this template will not be considered.

Where the response provided exceeds the stated word limit, information beyond the maximum word count will not be considered.

Additional information in support of your proposal will be considered , this may be information which helps us to understand your project better or which supports a specific aspect of the proposal (for example evidence of demand, need or support). Supporting information may be documents (e.g. survey results, user-centred research, soft market testing, feasibility studies), but may also be in other media formats, including images, videos, links to information on the internet or social media, a Twitter poll or Facebook page . You will not be penalised if this is not included as it will not form part of our scoring assessment.

Completed Expression of Interest forms and supporting documentation should be submitted in electronic format (in both word and PDF format) by email to goodgrowthfund@london.gov.uk by 4pm on 04 September 2017.

Feedback cannot be provided on drafts of your application but if you have any queries about how to complete your form please email your query to goodgrowthfund@london.gov.uk. Please note the last possible date to do this is 28 August 2017

SECTION 1: CONTACT INFORMATION

Name of organisation:

Covent Garden Market Authority

Applicant contact name:

[REDACTED]

Applicant contact email:

[REDACTED]@cgma.co.uk

Lead organisation name:

Covent Garden Market Authority

Lead organisation address:

Covent House
New Covent Garden Market
London
SW8 5NX

Lead form of lead delivery organisation

Public Sector body ☒ Charity ☐ CIC ☐ Cooperative ☐ Limited Company ☐ Unincorporated organisation ☐ Other ☐

If 'Other' Please explain further

Covent Garden Market Authority is a statutory corporation established by Acts of Parliament which determine that it must at least break even taking one year with the next. CGMA gets no government funding.

Registered company or charity number (if relevant): *Click here to enter text.*

Project Address (if different from applicant):

The Food Exchange, New Covent Garden Market, London SW8 5NX

Please indicate other participating organisations and the nature of their support for the project:

Mission Kitchen: Full partner with Covent Garden Market Authority and joint applicant for Good Growth Funding. Mission Kitchen will act as delivery partner and operator for Mission Kitchen at the Food Exchange.

KERB: Mission Kitchen share a close partnership with London's leading street food organisation, KERB. This partnership with KERB and its community of traders will bring a range of shared activities to Mission Kitchen at The Food Exchange, including events, cultural programming, mentorship, professional training and consultancy for incubator members and the general public.

Professional Association for Catering Education: Training and education are central to the vision for Mission Kitchen at The Food Exchange. Mission Kitchen will establish a partnership with PACE to, with Chairman Geoff Booth taking a role within the project as Training Development and Funding Advisor.

Hatch Enterprise: In order to support innovation in the food sector, Mission Kitchen at the Food Exchange will include a formal incubation programme. Hatch Enterprise is a social enterprise and an established and experienced operator of incubator and start-up support programmes. Hatch will work closely with the Mission Kitchen team to devise and deliver the incubator programmes (more information is attached in the Appendix).

How will the project be managed? If you will you need to bring in additional resources to deliver the project please describe these arrangements?

The project will be managed in partnership between Covent Garden Market Authority and Mission Kitchen. Covent Garden Market Authority will act as a supportive landlord to Mission Kitchen, continuing to manage the overall construction and operation of the Food Exchange building, connecting Mission Kitchen with the existing SMEs based in the market, and ensuring the project performs according to both commercial and social outcome targets through a Service Level Agreement.

Mission Kitchen will work as the delivery partner for the project. Heads of Terms have been agreed on a 20 year lease for the first floor of the Food Exchange, where the Mission Kitchen team will be responsible for conducting full feasibility, designing and fitting out the workspace, then launching and operating the site on an ongoing basis as an independent business.

Mission Kitchen's founders will work directly on the preparation and delivery of the site and will employ a dedicated team of staff to support them in the ongoing operation of the project.

This team is expected to eventually grow to nine staff directly employed by Mission Kitchen at the Food Exchange.

The partnership of CGMA and Mission Kitchen will work closely throughout the project duration to ensure smooth operation of the site, meaningful connections and collaborations with the wider New Covent Garden Market area, and that all key objectives are met.

(Please see team structure document in Appendix 5).

Are you related to or do you have any contact with any elected GLA officials or members of our staff? Yes ☒ No ☐

If yes, please tell us about your relationship with them and their name (or names) and which team they work in:

Our project team have met with Matthew Turner to discuss our proposals. Helen Evans is a member of the London Food Board.

Are you submitting more than one application to GGF? If yes, please list all of your other applications in your order of priority:

No.

SECTION 2: PROJECT DESCRIPTION AND DETAILS

Project title

Mission Kitchen at The Food Exchange

Project aim

Describe the general context, specific issue you are seeking to address, and overall purpose of your project. In describing your project you should consider how it will relate to the three wider themes of People, Places and Prosperity listed on pages eight, ten and twelve of the prospectus

Max 400 words

London is undergoing a food revolution with an explosion in the number and variety of restaurants, markets, cuisines and food businesses based in the city. But at the heart of our food systems there are real inequalities, and not all Londoners are able to participate in, and benefit from, the opportunities these changes are creating. London lacks a supportive centre of gravity where food businesses can turn to start-up, grow and succeed.

An estimated 15,000 new food businesses enter the UK market each year and the food sector now generates the greatest number of applications for start-up loans in the UK economy.

However, the obstacles associated with starting a business, sustaining its growth or making a career in the food sector remain incredibly high. Food SMEs require significant investment in equipment, suitable production or trading premises, marketing and operating costs. Lack of support, both in terms of facilitates and mentoring, impede SME growth. Specialist knowledge as well as basic certification, is needed to pursue a career in food.

Food business founders face a risky path ahead; with steep rent prices, tight credit conditions and a lack of available support. The 5 year survival rates of businesses in the hospitality industry are the lowest of any industrial grouping in the UK. More than half of all food start-ups fail within their first 3 years.

Despite its growth, the hospitality sector also faces a dramatic skills shortage. Ufi Ibrahim, chief executive of the British Hospitality Association, says Britain faces a shortage of more than 11,000 chefs by 2020, an issue that will only be exacerbated by the impact of Brexit.

These factors limit London's potential to harness the independent food revolution for social good. The sector offers an opportunity to extend skills, employability and entrepreneurship to people from all walks of life, many of whom feel excluded from the major investments that support the 'creative industries' or technology sector.

We believe that food can create opportunities for people from all walks of life to prosper. It can help us live happier, healthier lives, and bring communities closer together. This project will make it simpler and more affordable for anyone to turn a passion for food into a sustainable business, empower people from all walks of life to build rewarding careers in food, nurture existing food SMEs and support the innovators aiming to make healthy, ethical and sustainable food available to everyone.

Project summary

Briefly summarise your project, explaining the activities that are required to deliver it. Where possible, please make reference to the eight actions listed on page fourteen of the prospectus

Max 400 words

Mission Kitchen at the Food Exchange will be London's first shared workspace for food makers, and largest facility of its kind in Europe. It will offer affordable kitchen space and support to hundreds of food SMEs, creating an entirely new kind of workspace for a crucial industrial and cultural sector that is hugely underserved.

It will mark the first step in the transformation of New Covent Garden Market and the creation of The Food Quarter, reinvigorating the area, seeding a community of exciting food businesses, attracting the public to participate, and collaborating with the existing market traders and SMEs in the area.

Creating Workspace and Backing Small Business

The site will create more than 1,490 m2 of new workspace including shared kitchens, desk-based workspace, private kitchen studios and shared storage, equipment and facilities.

It will offer affordable and flexible access to high quality commercial kitchen space, desk space, specialist equipment and the business support that small food businesses need to start-up and grow. By creating shared facilities and services the project will reduce to barriers to entry and growth for London's small food businesses.

Building Skills and Employment

The site will include a dedicated hospitality training space, offering a range of training programmes to build skills and support employment.

Learning opportunities will include internal workshops developing members' skills and knowledge, part-time capacity-building programmes for those hoping to start a business or career in food, and public classes that will educate the public in how to cook healthy, tasty, affordable and sustainable food.

Within this space, Mission Kitchen will launch a non-profit training academy. Supported by charitable funding, sponsorship and cross-subsidisation from the wider project, it will offer subsidised vocational training to people in long-term unemployment, ex-offenders, and vulnerable people who otherwise might not be able to pay for training.

Driving Innovation

The project will inspire and support crucial innovation in the food sector, allowing hundreds of food businesses to collaborate, access specialist equipment and share the expert knowledge required to push the boundaries of the industry.

The site will house a formal incubation programme, focussed on early stage businesses with ideas that have the potential to improve our broken food systems. Working with Hatch Enterprise, the Mission Kitchen Incubator will work with a cohort of 30 carefully selected early stage businesses each year, offering structured support to help launch disruptive food, agriculture and supply chain innovations.

SECTION 2A: FUNDING

The Good Growth Fund will expect to fund up to 50 per cent of the total project value, with the remainder covered by match funding. Applicants should be aware that the majority of the available funding is capital funds, so we would encourage revenue elements of projects to be funded via match. European Social Fund revenue grant funds are available for projects which will be co-commissioned with the GLA and will deliver employability and skills outcomes.

What is the start date of your project?

Full project preparation starts: April 2018

Project opens: November 2018

What is the end date of your project?

N/A: We hope that Mission Kitchen will continue to operate indefinitely. Covent Garden Market Authority and Mission Kitchen have agreed Heads of Terms on a 20 year lease for the project.

Total project cost (including match funding)

£10,007,903*

* Figure includes all capital costs, professional fees, founder time committed to project, and all operating expenditure during the first 5 years of operation (based on length of agreed lease). Financial summary, cost reports and budgets are included in Appendices 7, 8 and 9.

Funding requested from Good Growth Fund

Please specify which type(s) of funding you are interested in applying for, and if possible the specific amounts

Types of Good Growth Funding available (please tick if interested)	Amount (£,000)
Capital Grant <input checked="" type="checkbox"/>	£2,000,000
Repayable Grant (Loan) <input checked="" type="checkbox"/>	£957,505
European Social Fund <input type="checkbox"/>	
Total	£2,957,505

In addition to the above funding options, the Crowdfund London programme offers small-scale grants in the form of pledges towards crowdfunding campaigns by organisations or partnerships seeking to raise funding for community-led projects. For further detail on this fund and whether it is suited to your project, please see [<https://www.london.gov.uk/what-we-do/regeneration/funding-opportunities/crowdfund-london>].

Have you secured any match funding?

Please indicate the amount and whether the funding has already been committed to the project, has been requested or is your realistic estimate of what might be secured

Source of Funding	Amount (£,000)	Committed, Requested, or Estimate
Private Equity Fundraise (phase 1)	£40,000	Committed
Private Equity Fundraise (phase 2)	£250,000	Estimate – in advances discussions with private investors.
Mission Kitchen Founder Time & Overheads	£197,000	Committed
Mission Kitchen First 5 years Operating Costs (excluding rent)	£4,438,398	Estimate
NCGMA Grant for professional fees, marketing & support	£125,000	Committed
Garden Heart first floor build costs	£2,000,000	Committed
Total	£7,050,398	

If possible, please outline clear and achievable milestones that will constitute delivery (preparation, construction, operation etc.), when you forecast them to occur, and the amounts of funding associated to them

The project has been more than a year in the planning. Initial feasibility has been undertaken and the building is ready to occupy with HOT's agreed. We have match funding in place. All we lack are the required capital funds. We will start the project immediately on receipt of funds with temporary activations in the building and a public launch in April 2018. We will then occupy and open in November 2018.

Milestone/description of activity	When will the activity take place?	Budget forecast
Preparation: Temporary activations within Food Quarter, pop-up kitchen, show studio, terrace farm, events programme	April 2018 – July 2018	£90,000
Preparation: Professional fees (detailed design and feasibility)	April 2018 – July 2018	£175,000
Construction: First Phase Fit out (Cat A and Cat B fit out across 16,000 sqft)	July 2018 – Nov 2018	£2,200,000
Operation: Project launch and operations begin	Opening Nov 2018. Project duration: 20 year lease with option to extend	N/A

Construction: Second Phase Fit Out (Developing capacity to accommodate 50 new members, build co-work area and create additional public services)	Aug 2019 – Oct 2019	£492,505
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SECTION 3: DEMAND AND SUPPORT

Applicants should outline why the proposed actions represent good value for money, and knowledge or awareness of any complimentary projects which will bring strategic added value to their proposal, and provide an estimate of potential outputs and outcomes

What local engagement has been undertaken so far and how can you evidence demand or need for your project? If you can, please attach or provide links to any evidence of this, including local support that might exist (e.g. letters of support, a Twitter poll, Facebook page, user-centred research). If possible, describe if the project complements any other initiatives and if possible demonstrate any strategic advantages?

Up to 500 words

In order to understand local demand for the, we have conducted significant research and outreach amongst a number of different audiences.

We surveyed 56 small food businesses based across London to assess the importance and accessibility of kitchen space. 59% stated that access to quality kitchen space was absolutely essential to their business, with a further 29% stating that it was very important. However, 78% agreed that it was either difficult or very difficult for small food businesses to find quality kitchen space. The key reason for this is affordability, with 77% of those surveyed stating that kitchen space is quite unaffordable and that 'price is an issue for most people'; a further 16% stated that kitchen space was not at all affordable. This research supports the wealth of existing evidence that shows how a lack of adequate and affordable space is a pervasive issue in our city. Full survey data can be seen in Appendix 2.

In our outreach we have met with many influential Londoners who know and love the food sector. They include some of the UK's most influential chefs, critics, journalists and entrepreneurs in a number of fields connected to food. More than 40 have joined a campaign to bring Mission Kitchen to life, agreeing that 'London Needs Mission Kitchen.' Images of the campaign can be seen in Appendix 4.

We have discussed our plans with our Local Authority, and Wandsworth Council's Leader, CEO and Economic Development Officer, have expressed their formal support for the project as they recognise the real and important challenges it could address for many of their constituents.

The project has gathered further support from important industry bodies and national organisations, based on an overwhelming consensus around the real needs it could tackle and major impact it could have on the industry. Key supporters are listed below:

- Anna Taylor, Director of the Food Foundation, an independent think tank that tackles the growing challenges facing the UK's food system.
- Kath Dalmeny, Director of Sustain, the UK alliance of food and farming organisations that works to improve the health, ethics and sustainability of the food system.
- Rosie Boycott, Chair of London Food Board.
- Sara Jayne Stanes, CEO of the Royal Academy of Culinary Arts.

Given the project's focus on social impact, we have met with numerous community and charitable organisations from the local area. As well as gaining their support we have identified many opportunities for collaboration and partnership. These include:

- Be Enriched, a social enterprise that runs a number of free dining clubs in both Vauxhall and nearby Brixton, using surplus food waste (often from New Covent Garden Market) to provide free food for the hungry and educate people in food and nutrition.
- Lambeth Food Partnership.
- The Clink Restaurant at HMP Brixton.
- Tree Shepherd, a South London social enterprise that helps people gain employment through entrepreneurship, and works with dozens of small food businesses each year.

All letters and statements of support are included in Appendix 3.

What stage are you at in the development of your project

Concept ☐ Feasibility/Research ☐ **Business case completed** ☒ Procurement ☐ Planning submitted ☐ Planning approved ☐ Ready to deliver ☐ Other ☐ If 'Other' Please explain further

SECTION 3A: OUTPUTS AND OUTCOMES

Please indicate appropriate outputs and outcomes to quantify the level of impact your project will have, and describe how your project will lead to them. Please use page twenty of the prospectus, and the suggested metrics included below as a prompt (these are merely an initial indication of priorities to help applicants and by no way definitive). We understand that figures will be estimates at this stage, but please make them as realistic as you can, and projects in the development stage which do not have access to this information should not be discouraged from applying. As the Good Growth Fund develops, we will encourage our delivery partners to set objectives against a number of different indices which we will monitor and evaluate during the lifetime of their projects.

Output or outcome measure	Definition	Target (All targets are given as per annum and 5 year totals. The project duration is 20+ years so true figures will be much higher).
New jobs being created	New - should not have existed in the London borough or the employer before the intervention. Permanent - should have a life expectancy of at least 26 wks. FTE - 35hrs or more per wk.	Total new jobs per annum: 40 (at capacity) Total new jobs created over 5 years: 209 (inc. Mission Kitchen permanent team) In addition to new jobs created, Mission Kitchen will support a community of over 200 working people each year.
New or improved commercial/ business space (m2)	New or upgraded: new buildings constructed as part of the project, refurbished, improved or adapted for productive use as part of the project. Improved: Actual floor space or potential market value has been increased by some physical improvement	1,490 m2 of new commercial workspace will be created.
Increase in business turnover	Increased financial turnover can be defined as the volume of a business output in terms of profits over a given number of years or period of time	Increase in turnover of Mission Kitchen entity from 0-5 years: £1,601,826 Further increase in turnover of member businesses and local suppliers and partners has not yet been calculated due to lack of data: Target TBC
Increase in visitor satisfaction	Increase in visitor satisfaction in the target area over agreed period.	80% of visitors to express increase in satisfaction.
Public Realm Improvements (m2)	Improved: significant improvement in the quality of the built environment through improved use of space, urban design and improved quality of materials used. Could be linked to	10,000sqft of public realm space improved.

	measurement of time savings, reductions in road safety incidents, increased perception etc. New: space which was previously not for public use which is transformed into pavement, road, street furniture & park area.	
Increase in footfall	Also known as People Counting or Shopper Counting, as the measurement of the number of people entering passing a certain location or entering a shop or shopping mall. An increase in footfall is measure from the baseline position over a period of time compared to another survey after an expected change or trend has taken place.	1450% increase in footfall over 4 years.
Entry into employment	New – A London resident who was economically inactive, unemployed or NEET (Not in Education, Training or Employment) before the intervention, accesses employment as a result of the support received. Permanent - should have a life expectancy of at least 26 wks.	43 entries into employment per annum. 5 year total: 215 individuals <ul style="list-style-type: none"> • Direct hiring of 2 kitchen porters from NEET backgrounds = 2 people p.a • Culinary Traineeship = 24 people p.a. • Apprenticeship (Level 2) = 13 people p.a • 10% of all new jobs created by members to be entries into employment: 4 people p.a.
Sustained Employment	New – A person who has already achieved an Entry into Employment via the intervention remains in work for at least 26 weeks out of 32.	30 sustained entries into employment per annum (75% retention rate). 5 year total: 152
Progression in Work	New – A London resident in low-skilled or low-paid employment achieves an uplift in their employment status as a result of the support received. Examples of an uplift include a promotion, a pay rise or additional hours.	Target TBC – Details below
People supported	New – A London resident actively participates in the project. This may be as a member, user, volunteer, participant, or beneficiary.	665 people supported per annum (at predicted capacity) 5 year total: 3,325 This figure only includes people actively working from MK, or participating in the incubator, receiving professional training or attending the

		member run workshops.
Number of businesses supported with membership	Supported with the provision of professional cooking equipment and preparation facilities.	75 businesses supported per annum 5 year total: 120 businesses (assuming a 15% turnover rate)
Number of new businesses supported to start-up through the Incubator		24 businesses supported to start up through Incubator programme per annum 5 year total: 120 businesses
Hours of free training delivered		10,018 hours per annum 5 year total: 50,090 hours

Please include a brief description here of how each output measure relates to the overall project

Output or outcome measure	How the Output measure relates to the overall project
New jobs being created	<p>Direct employment: 9 people directly employed by Mission Kitchen all of which will be new jobs. Mission Kitchen will employ a permanent team of 9 people, consisting of a Managing Director, General Manager, Kitchen Manager, Incubation & Learning Manager, Events Manager and 4 Kitchen Porters.</p> <p>On an ongoing basis post-launch Mission Kitchen will support the creation of 40 FTE jobs each year.</p> <ul style="list-style-type: none"> • Member growth: Each of 50 member businesses grow by average 0.25 FTE jobs per year: 12.5 FTE per year • Incubator: 1/3 of Incubator participants create a new founder job: 8 FTE jobs per year • Self employed member jobs: 10 new members per year decide to start new business and become self employed due to reduced barriers to entry and costs through MK: 10 FTE jobs per year • Growing member jobs: 10 SME members choose to hire a new FTE staff member due to increased turnover and reduced costs due to MK support: 10 FTE per year <p>At capacity, Mission Kitchen will be the primary place of work for 150 individuals spread across 50 businesses. We will provide a range of support that will directly create new jobs. Namely:</p> <ol style="list-style-type: none"> 1) Individuals will be inspired to start a new business because Mission Kitchen makes it easier and cheaper to do so 2) Businesses will relocate to the space to save overhead costs and increase survival rates. This frees up resources for employing people 3) People on our incubator programme will decide to become self employed and create their own jobs 4) Member collaborations and a supportive environment will lead to a growth in turnover and a steady increase in new jobs. <p>We have seen a similar theory of change be successful at Makerversity.</p> <p>Though they have not been picked up in this calculation many of our members will also employ people on a part-time/flexible basis as and when large production runs are needed or for event catering. We anticipate that 50% of our members will employ 1-2 temporary staff every 6 months.</p> <p>There will also be external jobs created through supplier networks, for example delivery and retails jobs linked to sale of products produced at Mission Kitchen.</p>
New or improved commercial/	The project will result in the net addition of 1,490 m2 of new workspace in Zone 1, as a result of the conversion of the currently empty first floor of the Food

business space (m2)	Exchange building into a SME workspace.
Increase in business turnover	<p>Mission Kitchen itself will generate significant turnover that previously did not exist in the area. Furthermore, Mission Kitchen will support its members with affordable rents, business support, leading to turnover growth in up to 50 businesses per annum to increase their turnover. However, quantifying this target will require additional work.</p> <p>By providing significantly cheaper access to professional facilities and curating a collaborative community of collaborative individuals and businesses, Mission Kitchen will facilitate the increase of turnover of its members.</p> <p>Additionally, by providing business development and marketing support, members will be able to more easily access larger orders and opportunities and access the space required to fulfil them,</p> <p>Businesses will be able to grow at a much faster rate, employ people sooner and increase their turnover by re-investing back into their businesses rather than spending excessively on their own premises or using sub-standard or unhygienic options.</p>
Increase in visitor satisfaction	There area currently attracts a very limited number of visitors; with no existing data on visitor satisfaction. Mission Kitchen will offer entirely new visitor opportunities, and we will accommodate a baseline measurement and demonstrate increased satisfaction after the project has opened. We will target 80% of visitors reporting an increased level of satisfaction.
Public Realm Improvements (m2)	<p>Whilst public realm is not the primary focus of the project there will be significant improvements to public spaces in the area due to the development of two rooftop gardens on the wings of the building.</p> <p>This total is made up of the perimeter of the building and two outdoor terraces on the wings.</p>
Increase in footfall	<p>The existing Sunday Market can attract up to 10,000 people on the other side of the New Covent Garden Market site, however that is only one day per week and takes places when the market is not operational. Current footfall through the market and in the area surrounding the Food Exchange is very low, estimated to be around 6,000 visitors per year.</p> <p>We anticipate a 1450% increase in footfall over 4 years. NCGM currently has few public offerings and low footfall so large increases in footfall are expected, with target footfall 87,500 p.a - (250 visits per day x 350 days).</p> <p>This is a central element of Mission Kitchen's role within the wider establishment of The Food Quarter, reinvigorating the area and attracting footfall in advance of the completion of the Tube extension and public redevelopment of the wider market area.</p>
Entry into employment	<p>Mission Kitchen team will directly train and employ 4 kitchen porters, with priority hire given to economically inactive, unemployed or NEET background. We predict that this will result in two new hires per annum (as existing staff seek progression in employment with our member businesses).</p> <p>The Mission Kitchen Academy will offer a Culinary Traineeship, this 4 week course will run 4 times each year, training 12 people per course. Assuming 48 beneficiaries per year, and a conservative estimate that 50% will continue into permanent employment = 24 people p.a.</p> <p>The Mission Kitchen Academy will also offer a Culinary Apprenticeship (Level 2) Programme, this 40 week course will be run once per year, with 16 participants per course. Assuming 80% complete the course and enter permanent employment = 13 people p.a.</p>

	<p>Additionally we will work with our Member businesses and third parties to target 10% of new jobs coming from people out of employment, NEET or disadvantaged. Partnering with referring organisations will be key to this happening = 4 people p.a.</p> <p>This combination of these measures leads up to set an ambitious target of 43 new entrants into employment per year.</p>
Sustained Employment	<p>We will work with members and design the Academy programme to prioritise secure long-term job creation, which can be sustained.</p> <p>When working with start-ups there is a high amount of churn and part-time and flexible employment is very common so it will be important to develop clear routes from new Entrants into employment into sustained employment,</p> <p>We will explore a partnership with other employers in restaurants and hospitality to increase sustained employment opportunities.</p>
Progression in Work	<p>The project will help many people move from low paid self employment to London Living wage, or progressing from part-time work to full-time work in employment with our member businesses. It will also support progression in work by offering people from low-skilled or low-paid employment securing employment at London Living Wage, via successful completion of a free Catering qualifications programme.</p> <p>However, further work is required to define a numerical target for this outcome.</p>
People supported	<p>The project will support 150 members, 9 staff, 24 people per year going through the incubator and 64 people going through vocational training programmes with the MK Academy. Additionally we will host 31 people each month in member run workshops. This results in a total of 665 people supported per annum.</p> <p>We have excluded general visitors from these numbers.</p>
Number of businesses supported with membership	<p>The project has the capacity to support 150 individuals. Referencing experience at Makerversity, we anticipate that to include approximately 50 businesses</p> <p>This will be spread across</p> <ul style="list-style-type: none"> • 10 x studios • Shared kitchen memberships • Co-working businesses
Number of new businesses supported to start-up through the Incubator	<p>Through the bi-annual incubator program delivered in partnership with HATCH, at capacity we will support 24 businesses to start up.</p>
Hours of free training delivered	<p>The project will deliver more than 10,000 hours of free training per annum. This includes:</p> <ul style="list-style-type: none"> • 1,250 hours of facilitated, member peer-to-peer skills sharing – (5 hours per week to 10 people) – 1,250 hours. • 5,280 hours of Culinary Traineeship programmes through the Mission Kitchen Academy • 3,200 hours of Apprenticeship training (Level S) through the Mission Kitchen Academy • 288 hours of free training through the Mission Kitchen Incubator Programmes. •

SECTION 3B: LEGACY

Provide a brief description of your current ideas or plans to ensure ongoing delivery and management of the facility or service after the end of the Good Growth funding period

Max 200 words

Mission Kitchen at the Food Exchange will continue to operate indefinitely as a self-sustaining enterprise. Income will be generated by charging affordable membership fees to users of its kitchen space, subletting private studios to food businesses, and generating supplementary revenue through events, training and retail. Funding for the charitable training academy will be raised separately from this application, through sponsorship and donations. This will allow Mission Kitchen to ensure on-going delivery and management far beyond the Good Growth funding period.

New Covent Garden has offered Mission Kitchen a 20-year lease at below market rate. Supportive funding from the Good Growth Fund, to overcome the high capital costs involved in setting up a facility of this kind, will allow the project to maintain high levels of affordability whilst remaining commercially viable in the long term.

The redevelopment of New Covent Garden Market will provide many further opportunities for food businesses including retail units, markets, offices and manufacturing space. Mission Kitchen will support its members in until they are ready to take on private properties in the area. This way, the project's legacy will extend far beyond its walls, seeding a thriving community of independent food businesses in the heart of London.

SECTION 4: DECLARATION

The declaration must be completed by a Director of the organisation or equivalent. Applications without a completed declaration section will not be considered.

As a public organisation we have to follow the Data Protection Act 1998 and the Freedom of Information Act 2000. We have a data protection policy, which is available from our website at www.london.gov.uk

We also have a Freedom of Information policy which is also available from our website at www.london.gov.uk

By signing this application form, you agree to the following:

A. We will use this application form and the other information you give us, including any personal information, for the following purposes.

- ☐ To decide whether to award your proposal support.
- ☐ To provide copies to other individuals or organisations who are helping us assess and monitor support. After we reach a decision, we may also tell them the outcome of your application and, if appropriate, why we did not offer you support.
- ☐ To hold in our database and use for statistical purposes.
- ☐ If we offer you funding or support, we will publish information about you relating to the activity we have funded, including the amount of funding and the activity it was for. This information may appear in our press releases, in our print and online publications and in the publications or websites of any partner organisations who have funded the activity with us.

B. You have read the GLA data protection and freedom of information policies and accept how we generally plan to treat your application and other related information if someone asks to see it under the Freedom of Information Act 2000.

Tick this box if you consider that we should treat your proposal as confidential information. ☒ ☐

Tick this box if you consider that we should treat your financial information, such as your budget and any business plan, as confidential information. ☒

Tick this box if there is any other information you have provided that you consider to be confidential information. You must tell us what that information is and give us your reasons below or in a separate letter. If you are sending us a separate letter, please write 'letter included' below. ☐

C. Please note that your project summary and any images or videos that you supply may be published if your project is selected for further development or if you are asked to submit a more detailed application form. By submitting this text and any accompanying materials you

give us full permission to use them on our website and in other publications and marketing materials produced by the Mayor of London.

To the best of my knowledge, I confirm that the information supplied on this form is correct and complete. If successful, this organisation will use the funding only for the purpose shown in this application.

Signed: 

Name: 

Position: Director Business Development and Support

Date: 4 September 2017

GREATERLONDONAUTHORITY

AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO MISSION KITCHEN AT THE FOOD EXCHANGE

between

The Greater London Authority

-and-

Covent Garden Market Authority

Summary cover sheet for publication

In compliance with the Local Government Transparency Code 2014

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

The beneficiary is:	<i>A voluntary and community sector organisation:</i> <input type="checkbox"/> <i>A social enterprise:</i> <input type="checkbox"/> <i>Statutory Corporation established under Acts of Parliament</i> <input checked="" type="checkbox"/>
The award of this grant was formally approved by:	MD/DD/ADD/DAR DD2222
The grant is awarded on:	01/04/2018
The grant covers the following time period:	from 01/04/2018 to 31/03/2022
It is awarded by:	Regeneration, Development, Enterprise and Environment
to:	Covent Garden Market Authority
Company or charity registration number:	Company number: N/A _____ Charity number: N/A _____
The grant is for a total of:	£2,957,505
Purpose of the grant:	To provide grant funding to support the capital works fit-out of Mission Kitchen at the Food Exchange..

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

/ Post Point 17A / Tel extension:

THIS AGREEMENT is made this 1st day of April 2018

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
- (2) **COVENT GARDEN MARKET AUTHORITY** (Company/Charity registration no: [N/A]) whose principal office is at New Covent Garden Market, London, SW8 5BH ("the Recipient")

IT IS HEREBY AGREED THAT:

1. Background

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding. A copy of the Recipient's proposal is 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, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its project Mission Kitchen at the Food Exchange fit-out works 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, eighty nine thousand, nine hundred and five pounds sterling (£6,089,905)*, the Recipient has committed itself to meeting the Project Objectives and contributing *three million, one hundred and thirty two thousand and four hundred pounds sterling (£3,132,400)* to the Project ("the Recipient's Contribution") and use all reasonable endeavours to secure Additional Funding for the for use in meeting the Project Objectives.
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 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 in relation to the Project in accordance with this Agreement.

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

2.3 The Recipient shall:

- (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and
- (b) where the meeting of Project Objectives consists of the achievement of:
 - (i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and
 - (ii) Deliverables, notify the Authority in writing immediately upon becoming aware that any Deliverables are likely to exceed or are likely to be less than the relevant agreed number of Deliverables set out in the Annex to Schedule 1.

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: (a) zero pounds sterling (£0) will be used solely as a contribution to revenue expenditure; and (b) *Two million, nine hundred and fifty seven thousand, five hundred and five pounds sterling (£2,957,505)* 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 [31 March 2018]. 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 [27th April 2018].

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 [31st March 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 shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding; and
 - (b) Project Output basis, the provisions of Part B of the Funding Schedule shall apply to and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.
- 4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Project Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.
- 4.4 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 In the event that the Recipient fails to make any repayment(s) under this agreement whether in accordance with the detail specified by the Authority pursuant to clause 4.7 (where applicable) or otherwise interest shall accrue on such sum(s) at the interest rate of [three percent (3%) above the base rate of Bank of England**] from time to time on all sums due and payable under this Agreement from the due date until the date of actual payment (both before and after judgement as applicable). The interest accrued under these circumstances shall be in addition to any interest rates set out in part C of Schedule 2 of this Agreement. All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Agreement in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

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.

6. Financial Accountability

- 6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:
- a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs;
 - b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
 - c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
 - d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
 - e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
 - f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
 - g) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer) and Additional Funding received. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
 - h) make (complying always fully with the requirements of the Data Protection Act 1998 and, from 25 May 2018 only, 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, and all applicable regulations) all relevant data, information and documents available and provide access at any time for:

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

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

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

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

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

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

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

f) date of disposal and sale proceeds (net of VAT).

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

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

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

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

- a) the Recipient fails to comply with Clause 1.7;
- b) the Recipient fails to comply with Clause 2A.2 and/or apply the Recipient's Contribution to the Project Objectives Milestones and/or Project Outputs;
- c) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- d) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- e) 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;
- f) the Recipient fails to comply with any other term set out in this Agreement;
- g) 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;

- h) 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;
 - i) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied; and/or
 - j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place 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.
- 7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.
- 7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
- 7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving two calendar months' notice in writing to the Recipient.
- 7.5 In the event that the Authority exercises its right to terminate this Agreement under
- a) Clause 7.1:

- i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
- ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
- iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; 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 including the Public Contracts Regulations 2015 and 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 the Recipient hereby warrants are compliant with the aforementioned regulations and related best practice; and

- c) 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 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 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;
 - b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 8.6 If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.
- 8.7 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.
- 8.8 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable).

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) is financially supporting the Project. 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 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/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

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

12 Review, Consultation and Final Report

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

action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;

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

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

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

- a) comply fully with the requirements set out at Schedule 10;
- b) cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, 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, but not limited to the IMS, 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 the Authority's Skills for Londoners Capital Fund and related programmes; and
- d) provide upon request the IMS with such information and materials as the Authority requests;
- e) take all steps necessary to facilitate the Authority and/or the IMS 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 including (without limitation) the IMS.

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 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.
 - (iii) Foster good relations between people who share a protected characteristic and those that do not.

The protected characteristics noted in the Equality Act include: age, race, sex, disability, religion or belief, sexual orientation, gender reassignment, pregnancy and maternity. For the first tenet, marriage and civil partnership would also be applicable. In undertaking any activity concerning the Project the Recipient shall assist and cooperate with the Authority where possible in satisfying this duty 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 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 only, 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 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.
- (g) shall make reasonable efforts to utilise and adhere to the Authority's Sustainability Charter

<https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>;

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.

14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:

- a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
- b) such other insurance as may be required in order to fulfill the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.

14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

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

15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the Data Protection Act 1998 (and, from 25 May 2018 only, 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) 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 hereby gives their consent for the other Party to publish the Agreement Information to the general public; and

- (b) 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

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

17. Force Majeure

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

18. 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 **"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;
- 21.3 **"Authority's Representative"** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.
- 21.4 **"Block Exemptions"** 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.
- 21.5 **"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, in the form set out Schedule 8 as amended by the Authority from time to time.
- 21.5 **"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).
- 21.6 **"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.
- 21.7 **"De Minimis Threshold"** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.
- 21.8 **"Deliverables"** means any deliverables including the Sustained Deliverables 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 in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1 and the achievement of which for the avoidance of doubt shall be measured by reference to Output and Outcomes Framework.
- 21.9 **"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>

- 21.10 **"ESF Project"** means [N/A].
- 21.11 **"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.
- 21.12 **"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 from as is issued by the Authority from time to time.
- 21.13 **"Capital Asset"** means any item of equipment or other asset which has a purchase value of five thousand pounds sterling (£5,000.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 21.14 **"Expenditure Incurred"** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 21.15 **"Financial Year"** means the annual period from 1 April to 31 March.
- 21.16 **"FOIA"** has the meaning given to it in Clause 15.2.
- 21.17 **"Force Majeure"** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event ("Affected Party") to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the willful 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 .
- 21.18 **"Funding Schedule"** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement
- 21.19 **"GLA Funding"** means a sum of up to two million, nine hundred and fifty-seven thousand, five hundred and five pounds sterling (£2,957,505) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.
- 21.20 **"IMS"** refers to any independent monitoring surveyor, acting on behalf of the Authority from time to time.
- 21.21 **"Insolvent"** means:

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

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

- 21.22 **"Intellectual Property Rights"** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights
- 21.23 **"Milestones"** means the milestones for the Recipient's fulfillment of the Project Objectives set out in part A of Schedule 2.
- 21.24 **"Output Related Funding"** means (where applicable) the any GLA funding paid in respect of Project Outputs as may be set out in Part B of Schedule 2.
- 21.25 **"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.
- 21.26 **"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 in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 21.27 **"Project"** means the Mission Kitchen at the Food Exchange project.
- 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 5a.
- 21.29 **"Project Objectives"** means the objectives to be met by the Recipient as set out in Schedule 1, including (without limitation the Deliverables) 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 **"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.
- 21.31 **"Recipient's Chief Financial Officer"** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 21.32 **"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 [N/A].
- 21.33 **"Recipient's Responsible Procurement Plan"** has the meaning given to it in Clause 13.3(e).

- 21.34 **“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).
- 21.35 **“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.
- 21.36 **“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.
- 21.37 **“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/sites/default/files/gla_group_rpp_v7.12_final_template_for_web.pdf..
- 21.38 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 21.39 **“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.
- 21.40 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 21.41 **“Statement of GLA Funding Expenditure”** means the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of Expenditure incurred on the Project and in respect of which claims for GLA Funding have been made [in the previous Financial Year], which shall be accompanied by copy invoices clearly showing Expenditure Incurred on the Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer in the form set out in Schedule 7 as amended by the Authority from time to time.

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

21.43 **"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>),

21.44 **"Sustained Deliverables"** means any deliverables including the Sustained Deliverables 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 in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.

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 in Schedules 1 and/or 2 or 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)

..... 3/7/18

(Date)

The COMMON SEAL of Covent Garden Market Authority was hereunto affixed in the presence of:



.....

(Signature of Authorised Signatory)



(Print Name)

Schedule 1

Project Objectives

[Mission Kitchen at the Food Exchange]

Project Summary

Mission Kitchen at the Food Exchange will create a new form of open workspace, offering affordable kitchen space to food start-ups and SMEs and professional training to London. It will be the first element of New Covent Garden Market's transformation into a hub for food enterprise and a public destination that celebrates London's food culture.

New Covent Garden Market sits within the area of Nine Elms, currently undergoing significant regeneration. The market itself is also changing with significant redevelopment of the site to provide new buildings and facilities, creating more jobs and aligning works with the new Northern Line tube station adjacent.

This project will address the restrictive conditions that leave the food sector with significant skills shortages and the highest start-up failure rates of any industry in the UK. It will convert the first floor of The Food Exchange (a new BREEAM Excellent building at New Covent Garden Market) into more than 1,490m² of new commercial space, creating affordable workspace for SMEs. It will take advantage of the industry's strategic potential to support employment growth and create opportunities for excluded and disadvantaged groups, specifically aiming to support female, BAME and disabled entrepreneurs, as well helping as those furthest from the labour market enter employment.

In order to reach these groups the project will partner with specialist employment and enterprise organisations with existing networks and relevant channels of communication. This will include working with existing partners Hatch Enterprise, Be Enriched and Tree Shepherd; building on existing relationships at relevant organisations including the Prince's Trust, Bounce Back, Mum's the Chef and Change Please!; and forming new relationships with employment and business services teams at both Lambeth and Wandsworth councils to promote opportunities to relevant audiences and direct those seeking support to the project.

By making kitchen space, commercial catering equipment and professional business support available at truly affordable rates, it will significantly reduce the barriers to entry and help anyone in London start and grow a food business. Through offering capacity building training, and specifically targeting disadvantaged groups, it will use food to create new pathways into employment, whilst helping to address the industry's growing skills gap.

Genuine affordability for small businesses will be achieved through the sharing of space and equipment, and offering a range of tiered memberships that allow users the flexibility to use the facility for only as long as they need. Across all memberships equivalent hourly hire rates will be significantly lower than those available in other Central London locations, including many charitable community kitchens. This level of affordability is essential to Mission Kitchen's strategy and social impact, as such it will be maintained throughout the project's lifetime and is not dependent on further grant funding.

We are not adopting a technical definition of 'affordable' as no such classification for kitchen space exists, and no comparable offering exists in London for market comparison. We are defining affordable as space that provides affordability and value for money that increases accessibility to our target users of start-ups and SMEs. As such we aim that memberships remain affordable indefinitely.

Beyond the general provision of space and support tailored to the needs and budgets of small businesses, a number of subsidised and extra-affordable memberships will be provided for users from disadvantaged groups who otherwise may not be able to pay for membership. Over (at least) the first three years of operation, a total of 8 memberships per annum will be offered at a 75% discount compared to the normal rate. This will offer supported members part-time membership to the shared kitchen for a monthly fee of just £90. These will be offered as 6-month residencies, giving members 6 months to build their business before moving on to standard rates.

Covent Garden Market Authority (CGMA) are the recipient of the Good Growth Fund grant, with Mission Kitchen (MK) as a specialist delivery partner for the project. CGMA will provide the space and forgo rent for

three years to support the project. CGMA, on completion of this Grant Agreement, contracts with the GLA to deliver the outputs as detailed in Annex 1 Schedule 1.

MK will lease the space from CGMA and act as lead tenant taking operational responsibility for the successful delivery of this project. Acting as the delivery and operating partner for all aspects of the project, MK will provide the necessary expertise and resource to deliver the social and economic outputs and outcomes, and will hold a separate Service Level Agreement with CGMA with commitments that are aligned with the economic outputs and outcomes identified in this agreement.

Should MK cease to trade, CGMA will continue to deliver upon the Grant Agreement objectives by contracting an alternative delivery partner. The Service Level Agreement between CGMA and MK would be tendered to a new party. The tasks and responsibilities stated for MK within this Grant Agreement would transfer to any new specialist delivery partner.

The project will work with other key partners to deliver central elements of the project's vision, including Hatch Enterprise, who will provide dedicated incubation support to cohorts of food start-ups, and the Professional Association of Catering Education, who will work deliver meaningful professional training and apprenticeship programmes that will lead people towards rewarding employment.

Throughout delivery and operations phases, Mission Kitchen at the Food Exchange will be fully staffed with an experienced site management team employed by Mission Kitchen. During delivery phase a dedicated Design & Contract Manager will be directly employed by the project, working alongside third party contractors, Mission Kitchen's group management team, CGMA's construction and finance teams.

During operations phase the project will be led by a dedicated Project Managing Director, managing a dedicated project team provisionally forecast to include: Kitchen Manager, Community Manager, Events Manager, Incubation and Learning Manager, Marketing Manager and a team of Kitchen Porter staff. Ongoing support will be provided by the Mission Kitchen group management team including committed part-time support from the group Managing Director, Operations Director, Creative and Commercial Director, Finance Director, whose time will be shared amongst Mission Kitchen projects [further detail is provided in resourcing diagram].

The project is designed as an independent enterprise, with a business model that will see it becomes self-sufficient within 3 years. It will play a central role in the redevelopment of New Covent Garden Market over the next 5 years, attracting footfall, changing perceptions, hosting cultural activity and seeding a community of exciting small businesses into the area.

The team will collaborate closely with local activity and partners including the market's traders, local food businesses, London Borough of Wandsworth and Lambeth councils, and social enterprises. There is support from London-wide bodies including the Royal Academy of Culinary Arts, the London Food Board, The Food Foundation and Sustain as well as from Defra.

Project Objectives

The projects objective is to create a new place for food start-ups in London, as part of the redevelopment of New Covent Garden Market and the establishment of London's Food Quarter. It will be a place which attracts a diverse range of users, including the general public, opening up this part of the site. This project will pioneer a new form of open food-workspace to support businesses and skills training.

The central objectives are as follows:

- Increase and enhance the supply of commercial space for small businesses in the food industry.
- Create and test new forms of workspace targeted at a specific industry.
- Provide a supportive environment to enable small businesses to build capacity and realise their full potential.
- Improve affordability of commercial space in the food sector.
- Improve vocational and 'work ready' skills for the food and hospitality industry.
- Support entrepreneurship among equalities groups.
- Improve employment prospects of those currently furthest from the job market.
- Address the industry's growing skills gap by creating new pathways into employment.
- Improve public and business perceptions of New Covent Garden Market and Nine Elms area.

- Host cultural activity and attract footfall to New Covent Garden Market and Nine Elms area.
- Reduce the barriers to entry to food start-ups and help anyone in London start and grow a food business.
- Ongoing design and service development as local area changes in the coming years.

Project Activities

- Design and fit-out of first floor of newly constructed Food Exchange building, creating 1,490m² new open workspace for start-ups and SMEs in the food sector.
- Provision of shared and privately rented kitchen spaces for food SMEs.
- Provision of rented desk space for start-ups and freelancers.
- Management and staffing of workspace on an ongoing basis including operations, marketing, member services, facilities management and maintenance.
- Provision of business support to members through mentorship programmes.
- Provision of incubation services in partnership with Hatch Enterprise or agreed alternative.
- Provision of vocational training in partnership with Professional Association of Catering Education or agreed alternative.
- Development of financially viable and self-sustaining business model.
- Management of cultural and sector-relevant events programme.
- Monitoring and evaluation of project outputs and outcomes.
- 3-4 sub-briefs targeted at emerging design practices for key design features within the space and the outdoor terraces on the building wings.

Meetings and Reviews

- Project team meetings: monthly or bi-weekly as required. Mission Kitchen, as delivery and operating lead, to circulate agenda in advance and circulate notes within 1 week to other project members.
- Informal design reviews: as required. Project lead to circulate agenda in advance and review recommendations post-meeting circulated by GLA.
- Design workshops: as required. Project lead to circulate agenda in advance and circulate notes within 1 week to other project members. Recommendations agreed between GLA and project lead.
- Formal/high-level reviews and London Review Panel: One to coincide with the development-to-delivery milestone, more as required. Project lead to circulate agenda in advance and circulate notes within 1 week to other project members. Recommendations circulated by project review Panel Chairman.

Design Management Arrangements

Stage	Description of Design management arrangements
Project scoping	CGMA will share any scoping work that has been undertaken and arrange meetings to present and discuss this work. The GLA will provide comments and, if required, recommend further work to be undertaken before the brief writing begins.
Brief writing	A brief or project specification needs to be written that captures the opportunities and challenges identified during scoping. Briefs will consider design as a key objective of any outputs or aims, clearly stating this as a driver for a successful and sustainable scheme. The project briefs and subsequent Invitation to Tender documents to consultants will be submitted to the GLA for comment, and signed off by the GLA prior to publication.
Procurement (design team and contractor)	A robust tender procurement process for design, consultancy services, contractors etc will be implemented: <ul style="list-style-type: none"> • At least three dated quotations shall be required, unless this is formally agreed to be suspended. • The contract shall normally be awarded to tenderers scoring the highest on an assessment of overall quality and value for money, providing that the tender is within budget

	<ul style="list-style-type: none"> • Tenders will be assessed jointly by CGMA, Mission Kitchen (or other delivery partner) and the GLA. • The tender process will be agreed with the GLA to include key stages in the procurement timetable such as interviews and feedback to bidders. • The tender scoring criteria will allow for an appropriate split between financial (cost) and technical (quality). The GLA recommends a split of 70% quality and 30% cost. • In addition, when procuring any services, the GLA encourage delivery partners to take account of the suppliers (consultant) equality and diversity policies and their social value approach for the project they are commissioned to. This should be built into the scoring criteria for tender evaluation. This percentage can range from 5-10%.
Design review, and preparation for delivery to development milestone	Regular team meetings will be organised with the GLA and any relevant appointed consultants in attendance. The project lead will keep the GLA informed of all developments and share all material such as drawings and other documents in advance of any meetings as requested. The GLA will offer comments on project design and process, and will attend design reviews and workshops as required. Key design decisions, at a strategic or detailed scale, will be implemented into the project timeline and integrated into construction programmes. A formal design review will be conducted with the GLA.
Development to delivery milestone	A primary development-to-delivery milestone will be agreed, to be completed in schedule 2, part A, to coincide with the appropriate stage in the project programme. Secondary project specific development-to-delivery milestones may also be agreed for some of the individual sub-projects, if required.
Delivery	CGMA and Mission Kitchen, or other delivery partner, will hold regular (at least monthly) update meetings during delivery stages to review all work including any development of, or changes to, designs or initial proposals. The project lead will share all relevant documents including all drawings, technical reports and other documentation, and offer site visits where required.
Completion and Evaluation	The project lead is to share all work associated with the evaluation process with the GLA, who will jointly agree the process of evaluation. Refer to evaluation strategy at Stage 2 application.

Annex to Schedule 1

Deliverables

<u>Deliverables</u>	<u>Baseline</u>	<u>Target</u>	<u>Monitoring Approach Overview</u>	<u>Information Collected</u>
	<i>Where applicable include a baseline figure</i>	<i>What is your overall aim against this Deliverable?</i>	<i>Please insert a brief description of the approach you will take</i>	<i>List monitoring & verification information you intend to collect</i>
1 Number of people who actively participate in a project, within five years of construction completion (PEOP 1.1)	NA	1500	<p>Membership data will be recorded on a monthly basis by Sales and Community team.</p> <p>Workshop data will be recorded on a monthly basis by Events team.</p> <p>Data on commencement of incubator and training courses will be recorded on a programme basis Incubation and Learning team and delivery organisations.</p> <p>Membership and Programme report will be prepared on a quarterly basis.</p> <p>Participation defined as:</p> <ul style="list-style-type: none"> Number of users of shared kitchen, kitchen studio or coworking space memberships. Number of learners commencing of professional training or apprenticeship course. Number of learners commencing Incubation skills programme. Number of visitors attending public training workshop. 	<p>Provide evidence such as attendance counts, survey forms and interview results etc.</p> <p>Evidence to feed into Membership and Programme quarterly report and annual visitor report by MK.</p> <p>Progress snapshot provided in Interim Impact Assessment report (1 year after completion). Final Impact Assessment by external consultant complete at final report stage.</p>
2 Increase in footfall by end of period five years after construction completion (PLAC 3.1)	600pa	84,000pa (14,000% increase)	<p>Community Manager and Management Team will monitor through automatic measurement of footfall data to the site (site is New Covent Garden Market site).</p> <p>People counting to take place at locations where people are expected to pass or enter, and an additional survey count at a different time or date.</p> <p>Visitor report to be prepared on an annual basis.</p>	<p>People count verification of baseline and target increase required as evidence.</p> <p>Evidence to feed into annual visitor report.</p>
3 Number of people entering into employment [within five years of construction completion] (PEOP 3.1) <i>NB: Entries into employment concentrates on those entering employment following completion of professional training courses.</i>	NA	109	<p>Data on commencement of incubator and training courses will be recorded on a programme basis by Incubation and Learning team and delivery organisations to feed into Membership and Programme report.</p> <p>Membership and Programme report will be prepared on a quarterly basis.</p> <p>Across both training programmes we will support 64 learners per annum. We assume that in Y1 we</p>	<p>Job details – title of the new or attracted job, contract of employment with expected start date.</p> <p>Business details including: business name, registered address, number of employee, company registration number.</p> <p>Progress snapshot provided in Interim Impact Assessment report (1 year after completion). Final</p>

				<p>will reach 50% capacity, 75% capacity in Y2, and 100% capacity from Y3 onwards.</p> <p>Based on insight from PACE (Professional Association of Catering Education) we estimate that 40% of learners will enter employment.</p>	Impact Assessment by external consultant complete at final report stage.
4	<p>Number of new jobs being created [within five years of construction completion] (PROS 4.1)</p> <p><i>NB: New jobs being created focusses on job creation by the project itself and by the growth of its member businesses.</i></p>	NA	124	<p>Numerical data from the operation of the project will be collected by MK as part of the Membership and Programme report that will be prepared on a quarterly basis.</p> <p>To avoid double counting, a job must not be counted again if it is filled over time by different people.</p> <p>Jobs created should be new (should not have existed in the London borough or the employer before the intervention) and permanent (should have a life expectancy of at least 26 weeks).</p> <p>Full time employment (FTE) of 35 hours or more per week. Part time employment (PTE) refers to less than 35 hours per week.</p>	<p>Supporting evidence required of new jobs created in the form of a letter or form signed by employer to confirm jobs are as a result of the project. This must include:</p> <ul style="list-style-type: none"> Job details – title of the new or attracted job, contract of employment with expected start date, hours of work. Business details including: business name, registered address, ownership, number of employees, company registration number. <p>Progress snapshot provided in Interim Impact Assessment report (1 year after completion). Final Impact Assessment by external consultant complete at final report stage.</p>
5	Amount of Commercial space being created (m2) (PROS 2.1)	NA	1490m2	<p>The monitoring of the construction process for fit out of first floor of Food Exchange building will be a responsibility of both MK and CGMA. Monitoring will be fed into MK's overall project monitoring and monthly project progress reports.</p> <p>The architects will produce detailed schedules and drawings against which delivery will be monitored.</p> <p>The target m2 calculated from illustrative proposal.</p>	<p>Site visit with GLA based on scale plans of the site.</p> <p>Data from the contractors/site agents to be collected and monitored by CGMA.</p> <p>Monthly project progress reports.</p> <p>Copy of completion certificate to demonstrate works undertaken.</p>

6	Number of businesses accommodated within space created [within five years of construction completion] (PROS 3.1)	NA	116	<p>Across the various membership options we predict that the project has the capacity to accommodate 170 individual members at capacity.</p> <p>We estimate that this will incorporate approximately 95 businesses, broken down as below:</p> <ul style="list-style-type: none"> • 10 Kitchen Studios = 10 businesses • 90 Shared Kitchen memberships = 50 businesses • 70 Co-working memberships = 35 businesses <p>Assuming a conservative membership growth rate over the funding period, starting at 20% across all membership tiers in 2019, rising to 80% capacity in 2022, CGMA are also assuming a 15% annual churn rate of members, increasing the total number of businesses supported within the space to 116 over a five year period.</p> <p>Membership and Programme report will be prepared on a quarterly basis.</p>	<p>Business details including: business name, registered address, contact details, number of employees, company registration number.</p> <p>Start date and end date (if relevant) of membership.</p> <p>Progress snapshot provided in Interim Impact Assessment report (1 year after completion). Final Impact Assessment by external consultant complete at final report stage.</p>
7	Number of people who participate in the project from equalities groups [within five years of construction completion] (PEOP 1.2)	NA	203	<p>Targeted equalities groups</p> <ul style="list-style-type: none"> • Female business owners • BAME business owners • Disabled learners and business owners • Socially and Economically Disadvantaged learners and business owners including: ex-offenders, learners and business owners from low income backgrounds, NEETs and the long term unemployed <p>Participation defined as:</p> <ul style="list-style-type: none"> ▪ Number of users of shared kitchen, kitchen studio or coworking space memberships. • Number of learners commencing of professional training or apprenticeship course. ▪ Number of learners commencing Incubation skills programme. ▪ Number of visitors attending public training workshop. <p>Membership data will be recorded on a monthly basis by Sales and Community team.</p> <p>Workshop data will be recorded on a monthly basis by Events team.</p> <p>Data on commencement of incubator and training courses will be recorded on a programme basis Incubation and Learning team and delivery organisations.</p>	<p>Provide evidence such as attendance counts, survey forms and interview results etc.</p> <p>Evidence to feed into Membership and Programme quarterly report and annual visitor report by MK.</p> <p>Progress snapshot provided in Interim Impact Assessment report (1 year after completion). Final Impact Assessment by external consultant complete at final report stage.</p>

8	Number of start-ups/SMEs receiving entrepreneurship support [within five years of construction completion] (PROS 6.3)	NA	85	<p>Number of businesses participating in Hatch Enterprise incubation programmes.</p> <p>Provision of weekly workshops and group sessions based on the Lean Methodology and the Business Model Canvas (this is the business planning methodology and way of working adopted by Hatch Enterprise for their incubator), with participants engaged through interactive and participatory learning. In addition, the programme supports entrepreneurs with Financial support, Coaching, Mentoring and Network Mapping.</p> <p>Data on commencement and participation in incubator programmes will be recorded on a programme basis by Hatch Enterprise and feed into Membership and Programme report.</p>	<p>Details of the provider of any support (name and address).</p> <p>Details of the assistance provided, to include a record of hours of assistance.</p> <p>Form or letter confirming consultancy support and hours.</p> <p>Progress snapshot provided in Interim Impact Assessment report (1 year after completion). Final Impact Assessment by external consultant complete at final report stage.</p>
9	Number of learners supported [within five years of construction completion] (PEOP 2.1)	NA	272	<p>Numerical data on commencement and completion (target based on commencement) of all professional training courses will be recorded on a programme basis by Incubation and Learning team and delivery organisations. This will feed into Membership and Programme report.</p> <p>The Culinary Traineeship will run 4 times each year, training 12 people per course. Assume 48 learners per year.</p> <p>The Culinary Apprenticeship (Level 2) Programme will be run once per year, with 16 learners per course. Assume 16 learners per year.</p> <p>We assume that in Y1 we will reach 50% capacity, 75% capacity in Y2, and 100% capacity from Y3 onwards.</p>	<ul style="list-style-type: none"> Details of the provider of any support (name and address). Details of the assistance provided, to include a record of hours of assistance and evidence of attendance. Form or letter confirming consultancy support and hours. <p>Progress snapshot provided in Interim Impact Assessment report (1 year after completion). Final Impact Assessment by external consultant complete at final report stage.</p>
10	Increase in value of area perception for food businesses [within five years of construction completion] (OVARCH 2.4)	Baseline survey to be conducted before start of construction.	30% increase (average rating out of 10)	Survey of target users (relevant small food businesses and potential learners from across London) at start of delivery and users and at end during evaluation.	<p>Provide evidence of completed survey forms and results.</p> <p>Evidence to feed into Final Impact Assessment by external consultant.</p>

(NOTE: target deliverables have been linked to post-construction time-frame, with five years post construction completion used as finite period within which to measure deliverables in this longer term project.)

This project will deliver 1490m² of new commercial space (5) through the internal fit out of the first floor of the Food Exchange building. This will create affordable workspace for the food industry of a variety of types and sizes for 115 businesses over the funding period (6). The project will house a large and varied community of member businesses. This will include the Shared Kitchen, (where food businesses will hold flexible monthly memberships), Kitchen Studios (private rentable kitchen units for SMEs) and Co-working Space (where freelancers and small businesses working in the food sector will be able to rent desk space).

It will be designed to meet the needs of start-ups/SME's and businesses with equalities group ownership and will be a location for these groups to receive entrepreneurship and business support (7&8). This will be achieved through support offered by both workspace membership, and through the incubator programme run by Hatch Enterprise.

As part of this business support lead by Hatch and the Professional Academy of Culinary Arts training, 256 learners will be supported (9). The project will house a professional training academy in partnership with the Professional Association of Catering Education. This will offer two vocational training programmes, a 4-week Culinary Traineeship programme and a 40-week Culinary Apprenticeship programme. Across both programmes, more than 10,000 hours of training will be delivered each year. The Culinary Traineeship will run 4 times each year, training 12 people per course. The Culinary Apprenticeship (Level 2) Programme will be run once per year, with 16 learners per course.

The project will also deliver 131 new jobs (4) and 176 people will enter into employment (3). This will result in an increase in footfall to the building of 17,500% and 1470 people actively participating in the project (1&2).

This work will aim to increase the perception of the area (10) for food businesses as well as through improved wayfinding and connections with the food industry. This will feed into a larger strategy for the area to be London's first Food Quarter.

Two reports will be provided to the GLA to evidence achievements against Output and Outcome targets. An initial progress snapshot report will be provided 1 year after the project's completion, outlining current progress against targets. A final Impact Report will be provided at the end of the five year measurement period, conducted by an independent agency and outlining final results of project performance on all measure.

(To be read in conjunction with 'Outputs and Outcomes: Targets and Methodology' document submitted at Stage 2.)

Schedule 2

Funding Schedule

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 5 (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its statutory chief financial officer (which shall mean where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 (Recipient's Chief Financial Officer) 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 5); and
 - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of a valid invoices which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
3. If the report referred to in Clause 6.1(g) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(g) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

[illegible]

Exposition: as the question or subject of a writing or a lengthy discourse.
The common, traditional, assumption is that there must always be an answer.

37

Part B: Output Related GLA Funding

1. The Recipient shall complete and submit to the Authority, within 14 days of the end of each quarter (Quarters commencing on 1 April 2018, for the term of this Agreement, a:
 - (a) completed Outputs Value Return (in the form set out at part C of Schedule 5 as amended by the Authority from time to time). The Recipient shall ensure that all Project Outputs claimed meet the eligibility criteria as specified in Schedule 9 (Programme/Project Output Definitions & Evidence Requirements);
 - (b) written report detailing progress in meeting the Project Outputs, the application of the Recipient's Contribution to the Project Outputs and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require from time to time (in the form of the Monitoring Forms set out at Schedule 5);
 - (c) in addition and without prejudice to the forgoing provisions of this paragraph 1 the Recipient shall prepare and submit to the Authority an end of financial year estimate claim which shall confirm actual Project Outputs delivered pursuant to the Project to date and the associated drawdown of GLA Funding and provide a prudent estimate of all outstanding Project Outputs to be delivered pursuant to the Project to the end of that financial year no later than 4 March in each Financial Year in respect of which GLA Funding has been or is to be sought;
 - (d) the Recipient shall no later than fifteen (15) working days after the end of a Financial Year in respect of which GLA Funding has been or is to be sought submit to the Authority a fourth Quarter actual claim indicating actual Project Outputs delivered in the fourth quarter (January-March) of the previous financial year; and
 - (e) as soon as reasonably practicable after the end of each Financial Year in respect of which GLA Funding has been or is to be sought and by such date as the Authority shall specify (provided always that such date shall be no later than 31 July in the Financial Year immediately succeeding that financial year) the Recipient shall submit to the Authority a Certificate of Output Delivery which shall confirm actual Outputs delivered and the associated drawdown of GLA Funding.
2. The Authority shall make payment to the Recipient in accordance with the Funding Schedule, within 30 days of receipt of a valid invoice which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above provided always that Recipient hereby acknowledges and agrees that in any event the Authority shall not pay any claim(s) for the final ten percent (10%) of the GLA Funding until it is satisfied, that the Recipient has adhered to its obligations under this Part B of Schedule 2 under this Agreement, having conducted any final monitoring and/or verification exercises which it considers, in its absolute discretion, necessary or otherwise.
3. The Recipient shall only include in any claims made in respect of Project Outputs made under this Agreement sums calculated in accordance with the Unit Rates for delivered Project Outputs as set out in this Output Related Funding Schedule and which meet the eligibility criteria as specified in Schedule 9.].
4. If the Certificate of Output Delivery shows that the GLA Funding paid to the Recipient as at the date of the submission exceeds the Project Outputs delivered in the period to which the Certificate of Output Delivery relates, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following submission of the Certificate of Output Delivery to the Authority. Without prejudice to this obligation, the Authority may recover this excess by reduction of any GLA Funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

5. In accordance with the guidance set out in the Output Definitions & Evidence Requirements document (Schedule 9 of this Agreement), the Recipient shall retain data and systems needed for verification of each Output that has been delivered. This information shall be reviewed by the Authority at review meetings in accordance with Clause 12 of this Agreement.

Part C – Repayment Profile

[N/A]

Schedule 3

The Authority's Logo

MAYOR OF LONDON



For advice and guidance on how to reproduce and use these logos, please contact your assigned project lead for more information

Schedule 4

De Minimis Disclosure Form

GREATER LONDON AUTHORITY DE MINIMIS AID 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")¹ 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 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	Provider of other funding	Date (if already granted)
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¹ http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf

applied towards same costs as the required de minimis aid		

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

Name	Position	Signature	Date

a) Monthly Monitoring Form

Sample - to be provided in spreadsheet at a later date

b) Quarterly Claim Form

GREATER LONDON AUTHORITY											
Schedule 6 Section II											
Cover Sheet											
For delivery partner use	<table border="1"> <tr> <td>Org Name:</td> <td></td> </tr> <tr> <td>Project name:</td> <td></td> </tr> <tr> <td>Project Manager:</td> <td></td> </tr> <tr> <td>Start Date:</td> <td></td> </tr> <tr> <td>Completion:</td> <td></td> </tr> </table>	Org Name:		Project name:		Project Manager:		Start Date:		Completion:	
Org Name:											
Project name:											
Project Manager:											
Start Date:											
Completion:											
For internal use	<table border="1"> <tr> <td>GLA Lead:</td> <td></td> </tr> <tr> <td>Date submitted to GLA:</td> <td></td> </tr> <tr> <td>Programme Manager:</td> <td></td> </tr> </table>	GLA Lead:		Date submitted to GLA:		Programme Manager:					
GLA Lead:											
Date submitted to GLA:											
Programme Manager:											
Contents	Guidance										
Section I	<p>Please submit an electronic copy of this claim form signed by your Section 151 Officer/Chief Finance Officer, and follow up with an hard copy</p> <p>Electronic copies should be returned to: your project manager and programme manager. Hard copies should be returned to: your project manager, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA</p> <p>Please attach evidence of expenditure (see section II for guidance on acceptable evidence)</p>										
Section II	<p>Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure, e.g. third party invoices, purchase orders and/or contract documents and transactions listings from your finance management system and certified as true and accurate records of such expenditure and of committed expenditure by your section 151 officer/Chief Finance Officer)</p>										
Section III	<p>A declaration that you have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which the particular claim refers. Please note, although we will not be asking delivery partners to evidence their match funding expenditure, a signed quarterly claim from your section 151 officer will act as a declaration that monies have been spent as agreed in the Funding Agreement. Should there be any slippage, an explanation would need to be provided. This declaration must be signed by both the project manager and the section 151 officer/Chief Finance Officer.</p>										
Section IV	<p>A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim deadlines, you will be required to wait until the following quarter to submit your claim</p>										

GREATER LONDON AUTHORITY	
Section I: Quarterly Claim Form	
Guidance	
Organisation Name	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in Organisation	
Email address	
Correspondence address	
Postcode	
Telephone Number	
Mobile Number	

Samples - to be provided in spreadsheet at a later date

† Total amount clearing for this claim in this claim

[illegible]

Financial period	Deadline for quarter (n) submissions by delivery partners
Quarter 1	20th July 2018
Quarter 2	19th October 2018
Quarter 3	18th January 2019
Quarter 4*	15th March 2019*

*Subject to change

Section III: Declaration and undertaking

[Guidance](#)

We declare that:

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

Capital		Q1
Revenue		Q1

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

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

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

GLA Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

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

Match Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

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

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital	0.00	0.00	0.00	0.00	0.00	0.00
Revenue	0.00	0.00	0.00	0.00	0.00	0.00

This declaration must be signed by the project manager and the Section 151 Officer/Chief Finance Officer

Signature	Name in BLOCK letters	Position	Date
		(Project Manager)	
		(S151/Chief Finance Officer)	

c. Output Values Return

Not applicable

Schedule 6

Self Evaluation Template

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.

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 (deliverables):

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

Name of programme:

Good Growth Fund

Name of applicant organisation:

Covent Garden Market Authority

	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
2017-18	0	0	0	0	0	0	0	0	0	0	0
2018-19	5,457,505	2,957,505	2,957,505	0	2,500,000	2,500,000	0	2,500,000	0	0	0
2019-20	210,800	0	0	0	210,800	210,800	0	0	210,800	0	0
2020-21	210,800	0	0	0	210,800	210,800	0	0	210,800	0	0
2021-22	210,800	0	0	0	210,800	210,800	0	0	210,800	0	0

I hereby certify that:

1. the organisation named above is eligible to provide public match funding

2. the match funding provided does not exceed the GLA funds which have been

Signed:

Name:

Date:

20/06/18

Schedule 8

Certificate of Output Delivery

Not applicable

Schedule 9

Programme/Project Output Definitions & Evidence Requirements

Not applicable

Schedule 10

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 :

- Part a of Schedule 5 on a monthly basis; and
- Part b of this Schedule 5 on a Quarterly basis.

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

- such information as is requested and in such form as notified by the GLA and/or the IMS 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.