

GREATERLONDONAUTHORITY

AGREEMENT FOR THE PROVISION OF SUPPORT RELATING TO THE LOCAL ENERGY ACCELERATOR PROGRAMME (LEA)

between

The Greater London Authority

-and-

The Royal Borough of Kingston Upon Thames

**GREATER
LONDON
AUTHORITY**



European Union

European Regional
Development Fund

THIS AGREEMENT is made this 14th day of December 2021

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** (GLA) whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("the Authority"); and
- (2) **The Royal Borough of Kingston upon Thames** whose principal office is at Guildhall 2, Kingston Upon Thames, KT1 1EU ("the Recipient")

IT IS HEREBY AGREED THAT:

1. Background

- 1.1 The Authority has set up a consultancy framework where specialist advice on energy related issues in regard to strategic, technical, commercial, financial and legal matters can be called-off. The GLA has made available support to the Recipient and funding to pay for consultancy advice from the framework and from other relevant and eligible existing consultancy frameworks.
- 1.2 The Recipient has agreed such general support from the Authority.
- 1.3 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 with decentralised energy projects by the provision of the GLA Support to the Recipient.
- 1.4 The GLA Support provided to the Recipient in fulfilling the Project Objectives are set out in each Authority Support Letter, which will set the extent of support to be provided.
- 1.5 This Agreement sets out the terms and conditions upon which the Authority will make the support available to the Recipient under Authority Support Letters.
- 1.6 The provision of the GLA Support 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 Support shall have included any and all applicable VAT.
- 1.7 In this Agreement capitalised terms shall have the meaning ascribed to them in Clause 18.

2. The Project Objectives

- 2.1 The Recipient shall use the GLA Support only to meet the Project Objectives in relation to the Project in accordance with this Agreement and the Authority Support Letter.
- 2.2 The Recipient hereby warrants that it will have sufficient resources, including competent and qualified personnel, and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement and each Authority Support Letter.
- 2.3 The Recipient shall:
 - (a) ensure that the Project Objectives are promptly and efficiently delivered and the Project fully completed in accordance with this Agreement and the relevant Authority Support Letter; and
 - (b) notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement or Authority Support Letter.
- 2.4 In consideration of the Parties respective obligations in this Agreement, the GLA offers the Recipient the GLA Support and the Recipient accepts the GLA Support on the terms and conditions of this Agreement.

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 July 2023* or the date set out in an Authority Support Letter, whichever is the later.

4. Payment and Performance Monitoring Arrangements

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement and each Authority Support Letter, the Authority shall pay the Framework Consultants on behalf of the Recipient a sum not exceeding the GLA Support, such payments to be made in accordance with the Authority Support Letter and this Clause 4. For the avoidance of doubt the Recipient shall not be permitted to make claims for GLA Support.
- 4.2 For the avoidance of doubt the Recipient hereby acknowledges that no further support shall be provided in respect of such evaluation.

5. Ineligible Expenditure

5.1 Not Used

6. Financial Accountability

6.1 The Recipient must ensure that the requirements set out in this Agreement, the Authority Support Letter, 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 GLA Support, Project Objectives or Milestones;
- b) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- c) make (complying always fully with the requirements of the Data Protection Act 1998 and all applicable regulations) all relevant data, information and documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents);, and
 - ii) an external audit and review of the Project Objectives and/or Milestones and/or Project; and

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

- i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, and/or Milestones 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.

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 Support, and, at its option, terminate this Agreement and Authority Support Letter/s 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 deliver a Project or meet the Project Objectives Milestones and/or Project Outputs and/or the delivery of a Project, Project Objectives Milestones and/or Project Outputs is reasonably adjudged by the Authority to be unsatisfactory, which shall include (without limitation) the Recipient's failure;
 - b) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
 - c) the Recipient fails to comply with any of the terms and conditions set out in this Agreement
 - d) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
 - e) any other circumstances that significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives and/or Milestones or result in or are in the reasonable opinion of the Authority likely to lead to the Project failing to meet Project Objectives and/or Milestones;
 - f) the Recipient fails to comply with the Authority's policies in place from time to time in undertaking activity pursuant to the Project.
 - g) the Recipient fails to provide the Authority upon request with:
 - (i) documentary evidence verifying (in the opinion of the Authority) the delivery of the GLA Support, Project Objectives, Milestones and/or Project Outputs;
- 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 or any Authority Support Letter at any time by giving 3 months notice in writing to the Recipient.

7.5 In the event that the Authority exercises its right to terminate this Agreement or any Authority Support Letter under

a) Clause 7.1:

- i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement or any Authority Support Letter 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 or any Authority Support Letter.

b) Clause 7.4:

- i) the provisions of Clause 7.5(a) shall apply; and
- ii) the GLA shall pay the Framework Consultants on behalf of 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.

8. Procurement and State Aid

8.1 In accepting the GLA Support the Recipient shall comply with all applicable European Union rules on State Aid and shall ensure that all requirements for the application of the Block Exemptions or notification and approval by the Commission under such rules are met.

8.2 Unless otherwise notified by the Authority when utilising the GLA Support 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.

- 8.3 In order to prevent any single Relevant Enterprise receiving aid in excess of the De Minimis Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:
- a) obtain a completed De Minimis Disclosure Form from the enterprise before allowing it to participate in a Project or receiving support set out in an Authority Support Letter, providing it with any Relevant Aid or releasing any funding to it;
 - b) only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that enterprise from the Authority or any other public body or public source above the De Minimis Threshold;
 - c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each and every case) of ten financial years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and
 - d) permit the Authority its auditors and agents access to the De Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business Innovation and Skills and European Commission.
- 8.5 The Recipient shall notify the Authority when the value of Relevant Aid provided under a Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point in order that if the Recipient envisages that Relevant Enterprise's continued participation in a Project, the Authority may consider what measures will have to be implemented to ensure that any further Relevant Aid received by the Relevant Enterprise complies with State Aid rules including (without limitation) directing the Recipient:
- a) not to provide the Relevant Enterprise with any further Relevant Aid;
 - b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 8.6 If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Support utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.
- 8.7 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.

- 8.8 The Authority may monitor the Recipient's compliance with the requirements of this clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement for the purposes of clause 7.1(c).

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that, where appropriate, publicity is given to a Project and the fact that the Authority is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority including that of the European Regional Development Fund. Both parties' logos (in the form set out in Schedule 2) shall be used.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Support is used directly or indirectly to 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 and any Authority Support Letter may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement and any Authority Support Letter 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 an agenda detailing the issues to be discussed, along with any supporting documentation. The agenda shall address as a minimum the progress in regard to the Project Objectives, Milestones and/or Project Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of each 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 or set out in each Authority Support Letter. 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 claims for payment by the Consultant and Monthly Monitoring Forms and shall include but not be limited to:
- a) the progress and delivery of a 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;
 - c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of a Project; and

- d) any revisions that may be necessary to a Project Objectives, Milestones and/or Project Outputs for whatever reason.
- 12.4 Any variations to an Authority Support Letter 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 and any Authority Support Letter, the Recipient shall.
 - (a) cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of a Project; and
 - (b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of a Project including the completion of a self-evaluation in the form set out in Schedule 4 and as may be required by the Authority.

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 a Project; and
 - b) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver a Project.
- 13.3 Without prejudice and in addition to clauses 13.1 and 13.2 the Recipient:
 - (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
 - (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
 - (i) eliminate unlawful discrimination and harassment;
 - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps

- to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low.
- (iii) Foster good relations between people who share a protected characteristic and those that do not.

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

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

- (c) acknowledges that the Authority is under a duty under section 404(2) of the Greater London Authority Act 1999 to have due regard to the need to:
 - (i) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - (ii) eliminate unlawful discrimination; and
 - (iii) promote good relations between persons of different racial groups, religious beliefs and sexual orientation,
 - (iv) and undertaking any activity concerning the Project, the Recipient shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty; and
- (d) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 1 and section 149 of the Equality Act 2010 as and when section 1 and/or section 149 come into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- (e) shall if required by the Authority , ensure that a 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 a Project be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the

Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations.

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of each 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 and each Authority Support Letter.
- 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.
- 14.4 Neither party shall commence any legal action in respect of any contractual claim under this Agreement against the other party after the date occurring 12 years after the date of this Agreement.

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

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in manner so as to comply with the Data Protection Act 1998 including (without limitation) the maintenance of an appropriate registration with the Information Commissioner and complies in all respects with the provisions of the Data Protection Act 1998 and all applicable regulations.
- 15.2 The Freedom of Information Act 2000 (FOIA) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the

Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.

- 15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 15.4 The obligations under Clause 15.3 above shall not apply to:
- (a) information which at the time of disclosure is in the public domain;
 - (b) information which is required to be disclosed by law;
 - (c) information which is disclosed with the consent of the disclosing party.
- 15.5 The Recipient acknowledges and agrees that the Authority:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3 the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public, including the completed cover sheet in the form in Schedule 6; and
 - (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA (as defined in Clause 15.2 above). The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

16. Entire Agreement

This document together with each Authority Support Letter 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 or any Authority Support Letter.

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 this Agreement by reason of any Force Majeure event. Each party shall bear their own costs arising as a consequence of the Force Majeure event.

18. Definition of Terms

In this Agreement and each Authority Support Letter the following terms shall have the following meanings:

- 18.1 **“Authority Support Letter”** means the support letter issued by the Authority for one or more projects under this Support Agreement, containing the information set out in Schedule 1.
- 18.2 **“Agreement Information”** means (i) this Agreement in its entirety (including from time to time agreed changes to this Agreement). (ii) each Authority Support Letter and (iii) data extracted from the claims made under this Agreement or any Authority Support Letter which shall consist of the Recipient’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;
- 18.3 **“Authority’s Representative”** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.
- 18.4 **“Block Exemptions”** means as the context requires the De Minimis block exemption (EC Regulation 1998/2006) SME Aid block exemption (EC Regulation 70/2001 as amended) Training Aid block exemption (EC Regulation 68/2001 as amended) Employment Aid block exemption (EC Regulation 2204/2002 as amended) and/or Regional Aid block exemption (EC Regulation 1628/2006).
- 18.5 **“Completion Certificate”** means the certificate to be completed and submitted to the Authority in accordance with each Authority Support Letter a template of which can be found in Schedule 5 and which may be amended by the Authority from time to time
- 18.5 **“De Minimis Aid Exemption”** means the De Minimis block exemption (EC Regulation 1998/2006).
- 18.6 **“De Minimis Disclosure Form”** means the form attached at Schedule 3 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 18.7 **“De Minimis Threshold”** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.

- 18.8 **“Framework Consultant”** means the consultants that the Authority will fund on behalf of the Recipient to provide specialist advice on energy related issues in regard to either strategic, technical, commercial, financial and legal matters.
- 18.9 **“Expenditure Incurred”** means expenditure connected with a Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 18.10 **“Support Schedule”** means the schedule of payments agreed between the parties as set out in each Authority Support Letter.
- 18.11 **“GLA Support”** means the funding paid by the Authority to the Framework Consultant for the services that benefit the Recipient for the amounts set out in each Authority Support Letter and in accordance with the terms and conditions of this Agreement.
- 18.12 **“Insolvent”** means:
- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
 - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
 - where the Recipient is a body corporate (or if more than one body corporate then any one of them):
 - (a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to make such a proposal;
 - (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to present such a petition;

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

- 18.13 **“Intellectual Property Rights”** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights
- 18.14 **“Milestones”** means the milestones set out in each Authority Support Letter for the Recipient’s fulfillment of the Project Objectives.
- 18.15 **“Monthly Monitoring Form”** means the form to be completed for each Project and submitted to the Authority by the Recipient under Clause 12.3.
- 18.16 **“Output Related Funding”** means the GLA Support paid in respect of Project Outputs as set out in each Authority Support Letter.
- 18.17 **“Project Outputs”** means the outputs and outcomes to be met by the Recipient as set out in the relevant section in each Authority Support Letter and any amendment thereto agreed between the parties in accordance with clauses 11 and 12.
- 18.18 **“Project”** means the project description and work as set out in each Authority Support Letter

- 18.19 **“Project Objectives”** means the objectives to be met by the Recipient as set out in each Authority Support Letter.
- 18.20 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of each Project and as set out in each Authority Support Letter.
- 18.21 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 18.22 **“Relevant Aid Trigger Point”** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.
- 18.23 **“Relevant Enterprise”** means an entrepreneur sole trader partnership firm or business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children young people and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 18.24 **“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.
- 18.25 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 18.26 **“Transparency Commitment”** means the transparency commitment stipulated by the UK government in accordance with which the Authority is committed to publishing its agreements, contracts, tender documents and data from invoices and claims received
19. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made


pursuant to it whether replaced before or after the date of execution of this Agreement.

THIS AGREEMENT has been signed for and on behalf of the Parties the day and year set out above.


Signed by [insert name])
For and on behalf of)
GREATER LONDON AUTHORITY)



Signature:


Print name and position: , Assistant Director of Environment & Energy

Date: 14.12.2021

Signed by )
For and on behalf of)
The Royal Borough of Kingston upon Thames)



Signature:

Print name and position: , Executive Director of Corporate and Communities

Date: 24/11/2021

Schedule 1

The Parties will complete the Support Letter in accordance with the following template after this Agreement is signed and before the call-off contract with the selected consultant is signed. Should additional funding or an amended scope for this project be granted before the end of July 2023 other Support Letters should be submitted and signed by both parties to confirm the change(s).

LOCAL ENERGY ACCELERATOR (LEA)

SUPPORT LETTER

1. Task Summary

Task ref / title		Name of Project		
Workstream / project codes	LEA	00X-0X		
Type ():	e.g. New		Change	
Budget:				
Programme dates	Start date		Finish date	

Change History

Revision	Issue Date	Description	Budget

2. Project Description

3. Scope of Task

The work undertaken under this Task Order comprises of:

4. Approach

5. Outputs

Agent	Deliverable	Deliverable date	Project Week

6. Budget

7. Document Verification

Date	Filename		
	Description	e.g. Draft	
		Prepared by	Approved by
	Name		
	Signature		

Date	Filename		
	Description		
		Prepared by	Approved by
	Name		
	Signature		

Date	Filename		
	Description		
		Prepared by	Approved by
	Name		
	Signature		

8. Final GLA Authorisation

Name _____

Signed _____

Date _____

Schedule 2

The Use of Logos

GLA/ERDF Logo lockup

GREATER
LONDON
AUTHORITY



European Union
European Regional
Development Fund

ERDF Logo



European Union
European Regional
Development Fund

Responsibilities of the beneficiaries

(Summarised from ERDF publicity requirements

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/634288/ESIF_Branding_and_Publicity_Requirements.pdf)

Bottom line

All information and communication measures provided by the beneficiary shall acknowledge support from the Funds to the operation by displaying:

- (a) the European Union emblem
- (b) a reference to the ERDF Fund

Types of communications requiring a logo

Communications are not restricted to but can include:

- General advertisements, job advertisements and notices

- Leaflets, brochures, flyers and posters
- Case studies
- Exhibition banners and display panels
- Invitations
- Business cards
- Promotional items
- Newsletters
- Stationery
- Letterheads and compliment slips
- Reports and papers
- Project documentation - for example timesheets, induction material etc.
- Procurement material
- Job descriptions

In addition to the requirements in relation to websites, beneficiaries should ensure that all electronic materials relating to projects funded by ERDF acknowledge and reference the funding received by displaying the appropriate version of the Logo. This extends to a variety of materials including, but not restricted to:

- E-newsletters
- Presentation slides
- Press notices
- Email footers and signatures
- Audio visual material including films, video, DVDs, CD ROMs
- Social media tools including Facebook and Twitter

Copies of all electronic and hard copy materials should be kept as evidence of compliance with the Regulations.

Logo placement

The Union emblem shall always be clearly visible and placed in a prominent position. Its position and size shall be appropriate to the scale of the material or document being used. For small promotional objects the obligation to make reference to the Fund shall not apply.

When the Union emblem, the reference to the Union and the relevant Fund are displayed on a website: (a) the Union emblem and the reference to the Union shall be visible, when landing on the website, inside the viewing area of a digital device, **without requiring a user to scroll down the page**; (b) the reference to the relevant Fund shall be made visible on the same website.

The Logo can be used alongside those of other funding partners provided the Logo is at least as large as the biggest of the other funding partner logos

Logo wording

The name 'European Union' shall always be spelled out in full

In order to ensure a harmonised visual identity for information and communication measures for operations under the Programme, beneficiaries must display the European

Union emblem together with the words 'European Union' and a reference to the relevant fund (the Logo) in the correct form and presentation in all correspondence and activity related to the Programme.

Website communications

the full colour version of the Logo must be placed on the homepage if we create a site

On london.gov.uk site

the full colour version of the Logo must be placed on the main project specific page.

During the implementation of a project, beneficiaries must provide on their website a short description of the project, including its aims and results, and highlight the financial support from the European Union – including a reference to any Youth Employment Initiative funding received. This can appear on either the homepage or separate page(s) within the website.

Events

For projects funded by European Regional Development Fund beneficiaries should notify their local communications representative within the Department about the event in order to give them a chance to attend and/or provide programme exhibition stands. In some circumstances it may be possible to provide a Minister or a representative from the Programme to speak at an event.

Beneficiaries should ensure that they have provisions in place to notify those taking part in activities associated with the project about the support from the specific fund and the European Union at the start of their activity.

Schedule 3

De Minimis Disclosure Form

GREATER LONDON AUTHORITY DE MINIMIS AID DISCLOSURE FORM

Please complete this form as appropriate.

Name of Business/Organisation:

Address:

Telephone:

1./ We recognise that the assistance, grants and other benefits (as relevant) funded by the Greater London Authority and being provided under the above Project involves the provision of assistance that under European Union rules is characterised as “De Minimis Aid¹” within the meaning of the European Commission’s De Minimis Aid Exemption Regulation (EC Regulation 1998/2006²).

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

and that the value of the assistance received (if any) in the last three (3) consecutive financial years is as follows:[.....]

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

Date of Payment	Name of Provider	Amount £	Reason for Payment

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

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

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

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

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

Signed

Name

Date

Please return this form to the Project Manager

Annexure 7 (a)

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

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

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

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

Consultancy advice provided either free or at a reduced rate

Training provided either free or at a reduced rate

Grants from public bodies (capital or revenue)

Loans from public bodies at favourable rates

Loan guarantees from public bodies

- Aid for investment in environmental projects at a free or reduced rate
- Provision of a free or reduced rate feasibility study for research and development or other assistance with research and development
- Grants from an investment trust (including charities) which may themselves have received the funds from a public body
- Grants from a part publicly funded venture capital fund
- Publicly administered funds

Schedule 4

Self-evaluation template

Use this template to complete the self-evaluation.
This template table should be completed once all the LEA project is completed, i.e. deliverables have been sent to the GLA and all funding from the GLA has been paid to the Framework Consultant.

Project Name and Summary	
Borough /Organisation Name	
PDU Project Manager	
Manager completing the self-evaluation	
Total GLA funding for project	
Total cost (revenue and capital) of project	
Other public/private investment	
Actual Project start date	
Actual Project end date	
Outcome of project (in brief)	
MW of Renewable Energy Capacity installed	
Estimated CO2e (tonnes) to be saved in 2024 calendar year	

Schedule 5 Completion Certificate

To be completed by funding Beneficiary when Consultants achieve milestones to be invoiced

COMPLETION CERTIFICATE	
Project:	Authority Project Manager:
Project Number:	Consultant:
This Completion Certificate applies to: (describe the work carried out)	
Planned completion date	
Actual completion date	
Approved deliverables received	
Consultant invoice approved by Authority for payment	
Invoice amount	
Invoice number	
GLA PO number	
Notes:	
Signed:	<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="border: 1px solid black; width: 150px; height: 30px; margin-bottom: 5px;"></div> <div>(Authority Project Manager)</div> <div style="display: flex; align-items: center;"> Date <div style="border: 1px solid black; width: 100px; height: 30px; margin-left: 10px;"></div> </div> </div>

Issued To:

Schedule 6

Summary cover sheet for publication

in compliance with the Local Government Transparency Code

The Greater London Authority (GLA) 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> <i>A social enterprise:</i> <i>Other:</i> <i>If "Other" please provide more detail</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> X London Borough
The award of this grant was formally approved by:	<i>MD/DD/ADD/DAR</i>	<i>MD2521</i>
The grant is awarded on:	<i>Click here to enter date of signature</i> <i>14/12/2021</i>	
The grant covers the following time period:	<i>from 14/12/2021 to 31/07/2023</i>	
It is awarded by:	<i>GLA Environment and Energy Unit, Good Growth Directorate</i>	
to:	<i>The Royal Borough of Kingston upon Thames</i>	
Company or charity registration number:	<i>Company number: N/A</i> <i>Charity number: N/A</i>	
The grant is for a total of:	<i>£220,000</i>	
Purpose of the grant:	<i>Commercialisation Support for the Kingston District Heating Network</i>	

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

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