

Example grant agreement

Final version to be provided by the GLA at the time of contracting

# GREATER **LONDON** AUTHORITY

**AGREEMENT FOR THE PROVISION OF SKILLS FOR LONDONERS  
CAPITAL FUND ROUND 3 FUNDING RELATING TO**

**[NAME OF PROJECT]**

**[OPS ID]**

**between**

**The Greater London Authority**

**-and-**

**[NAME OF RECIPIENT]**

# 1 Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

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

<b>Overarching grants programme:</b>	Name of the grant funding programme/pot	
<b>Description/Purpose of the grant: Brief explanation</b>	<i>Brief explanation</i>	
<b>The grant is for a total of:</b>	<i>In pounds</i>	
<b>The grant is awarded on:</b>	YYYY/MM/DD	
<b>The grant covers the following time period:</b>	From YYYY/MM/DD to YYYY/MM/DD	
<b>It is awarded to:</b>	Name of Recipient Organisation	
<b>The recipient is:</b>	A voluntary and community sector organisation: <input type="checkbox"/> A social enterprise: <input type="checkbox"/> Other: <input type="checkbox"/> If "Other" please provide more detail	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>Company or charity registration number:</b>	Company number: _____ Charity number: _____	
<b>It was awarded by:</b>	<i>Relevant GLA team and directorate</i>	
<b>The award of this grant was formally approved by:</b>	<i>MD/DD/ADD/DAR</i>	

IN ORDER FOR THE GLA TO COMPLY WITH THE 2015 LOCAL GOVERNMENT TRANSPARENCY CODE, THE GLA OFFICER WILL FORWARD THIS SHEET AND THE FUNDING LETTER TO THE GOVERNANCE TEAM AS SOON AS IT IS SIGNED.



## 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:
- 2.1.1
- (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement and the dates and delivery timescales set out in OPS Block 7 Milestones and Block 9 Project Outputs; and
  - (b) notify the Authority in writing immediately upon becoming aware that any :
    - (i) Milestones are unlikely to be achieved fully in accordance with this Agreement and/or the dates and delivery timescales set out in OPS Block 7 Milestones and Block 9 Project Outputs; and/or
    - (ii) Project Outputs are likely to exceed or are likely to be less than the relevant agreed number of Project Outputs set out in OPS.

### 2A. Designated Capital Funding

- 2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that [AMOUNT IN WORDS] £[XXXXXX] in the 202[X]-[XX] Financial Year 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, 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 9 to this Agreement.
- 2A.2 Funding provided by the Authority should be for capital costs or expenditure which has been capitalised including, but not limited to, construction costs. Any revenue elements of the project which have not been capitalised must be funded by the Recipient.

## 3 Duration of Agreement and Funding Breakdown

- 3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until [insert date].
- 3.2 Insofar as any of the obligations of the Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this

Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.

- 3.3 Without limitation the provisions of any of Clauses 4 to 17 and such other provisions of this Agreement as are necessary to give effect to such Clauses are expressly agreed by the parties to survive the termination or expiry of this Agreement.

#### **4 Payment and Performance Monitoring Arrangements**

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this Clause 4.
- 4.2 Where Project Objectives are to be met on a Milestone basis, the provisions Schedule 2 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 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 previous Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8, where notified by the GLA a similar submission through OPS); and
  - (b) ongoing post-project monitoring reports supplied to the Authority up to 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 The Recipient shall not make any claim for, and the Authority shall not make any payment of GLA Funding unless and until the Recipient provides the Authority with evidence (to the reasonable satisfaction of the Authority) that all necessary consents and permissions, including (without limitation) have been obtained for the Project. Without prejudice and in addition to the provisions of Clause 7.1 if the Recipient fails to obtain all necessary consents and permissions **XX** months from the date of this Agreement, the Authority may terminate this Agreement on **[2]** months' written notice.

## 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 Schedules 1 or 2;
  - (b) recoverable input VAT incurred;
  - (c) any liability arising out of the Recipient's negligence or breach of contract;
  - (d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
  - (e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.
- 5.2 The list in Clause 5.1 is not exhaustive and other expenditure not listed in Clause 5.1 may also be ineligible for GLA Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Authority if there is any doubt as to whether particular costs are eligible.
- 5.3 In addition and without prejudice to the foregoing provisions of this Clause 5 no claims may be made for GLA Funding (and such claims will not be paid) in respect of any Expenditure incurred before **DATE**.
- 5.4 Should at any point within the term of this Agreement, any eligible expenditure become ineligible expenditure, such as but not limited to where the status of the Recipient changes to allow VAT to be recovered or reduced, the Authority may in its sole discretion reduce any further payments under this Agreement or seek repayment of the GLA Funding by an amount equivalent to that received as repayment of VAT. Notwithstanding any other provision in this Agreement, this clause 5.3 shall survive termination of this Agreement.

## 6 Financial Accountability

- 6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Authority, are complied with. In particular the Recipient shall:
- (a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs and where such changes are agreed by the Authority the Recipient shall amend OPS accordingly as soon as reasonably practicable provided always that such changes shall only take effect from the date on which the Authority approves such changes in OPS (and if the Authority does not approve such changes in OPS the Recipient shall remain bound by the Project Objectives, Milestones and/or Project Outputs as they existing in OPS prior to the Recipient amending the same in OPS;
  - (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 becoming Insolvent in the future;
  - (g) keep a record of all (i) Expenditure Incurred together with full supporting evidence including (without limitation) 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 (ii) Additional Funding received. All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be supplied to the Authority (and any person nominated by the Authority) upon request and kept for at least 10 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 10 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 Data Protection Legislation) 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

6.1.1

(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;

(j) notify the Authority of the results of inspections from Ofsted or FE commissioners reports;

(k) notify the Authority immediately if the Recipient breaches any banking covenants; and

(l) notify the Authority in writing of any change in the identity of the Recipient's Representative.

6.2 During its useful life no Capital Asset should be sold, charged, loaned or otherwise disposed of by the Recipient or cease to be used for the purposes of the Project without the prior written consent of the Authority which (if given) may be conditional on re-payment to the Authority of the relevant part of the GLA Funding and shall be subject to Clauses 6.5 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).
- 6.6 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.
- 6.7 Unless otherwise agreed by the Authority all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.

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

- 7.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:
- (a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives, Milestones and/or Project Outputs;
  - (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
  - (c) 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;
  - (d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;

- (e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- (f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- (g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, 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;
- (h) 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;
- (i) the Recipient fails to comply with the Authority's policies in place from time to time in place in undertaking activity pursuant to the Project (those of particular relevance are listed in Schedule 4);
- (j) 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, contracts, 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
- (k) so entitled pursuant to Clause 4.8 (provided always that the minimum [2] month notice period set out therein shall apply in such circumstance); 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 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 [*insert notice duration*] 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 such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate;
  - (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 Schedule 2.
- 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 Subsidy Control

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- (a) using a fair and transparent documented decision-making process taking account of public sector accountability and probity;
  - (b) in accordance with all relevant law and policies including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code. For the avoidance of doubt:
    - (i) three or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and
    - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded, whether applicable to the Recipient as a matter of law or not) must be conducted in respect of purchases with values exceeding £150,000.00; 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 Subsidy Control Rules and shall ensure that all requirements for such rules are met.
- 8.3 In addition and without prejudice to the Recipient's obligations under Clause 8.2, unless otherwise notified by the Authority, the Recipient shall not:
- (a) accept the GLA Funding acting in the capacity of a Relevant Enterprise; nor
  - (b) disburse the GLA Funding to a Relevant Enterprise,
- where such Assistance has a monetary (or equivalent) value exceeding the Subsidy Control Threshold.
- 8.4 In order to prevent any single Relevant Enterprise receiving Assistance in excess of the Subsidy Control 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 Subsidy Control Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with such Assistance;
  - (b) only provide such Assistance to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Assistance received by that Relevant Enterprise from the Authority or any other public body or public source above the Subsidy Control Threshold;

- (c) maintain copies of the Subsidy Control Disclosure Forms and information about the amount and nature of the Assistance provided for a period (in each and every case) of ten financial years after the date on which the Assistance is provided to the Relevant Enterprise in question; and
- (d) permit the Authority, its auditors and agents access to the Subsidy Control Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant Subsidy Control 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 and Industrial Strategy and/or any other public body who has statutory responsibility for Subsidy Control Rules.

8.5 The Recipient shall notify the Authority when:

- (a) the value of Assistance provided under the Project to any single Relevant Enterprise reaches the Assistance 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 Assistance received by the Relevant Enterprise complies with Subsidy Control Rules, including (without limitation) directing the Recipient not to provide the Relevant Enterprise with any further Assistance.

8.7 If the Authority directs it to do so the Recipient shall itself complete a Subsidy Control Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Assistance to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising any other applicable exemption or approval procedure to comply with the Subsidy Control Rules.

8.8 The Authority reserves the right to vary the requirements relating to Subsidy Control Rules in line with changes to legislation from time to time.

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

## **9 Publicity and Intellectual Property**

9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, and HM Government is financially supporting the Project which shall include (without limitation) it ensuring that a description of the Project is published on its website,

containing: the title of the Project, the name of the Recipient (and its partners, if any), a short description of the purpose of the Project, the Project Objectives and completion date. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's, and HM Government's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards and plaques.

- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority and HM Government and 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.
- 1.3 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.
- 1.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

## **10 Agency**

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

## **11 Amendment**

- 11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is agreed by the Authority in OPS pursuant to Clause 6.1(a) or made in writing and signed on behalf 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 Monthly 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;
  - (d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason; and
  - (e) the Expenditure Incurred and GLA Funding drawdown against the Project to date.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.
- 12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:
- (a) 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

- (b) 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;
  - (c) comply fully with the requirements set out at Schedule 7;
  - (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.
- 12.6 Following practical completion and/or commencement of use of any facilities in respect of which the GLA Funding is provided, the Recipient shall provide high resolution images which may be used by the Authority for publicity and other related purposes.

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

- 13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:
- (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;
  - (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and
  - (c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.
- 13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:

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

and shall, in undertaking any activity concerning the Project assist and cooperate with the Authority where possible in respect of the Authority's compliance with its duties under Clause 13.3(b);

- (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 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;
- (d) (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 Data Protection Legislation) 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;

- (f) shall, where 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 endeavour where relevant to the Project to obtain the relevant Building Research Establishment Environmental Assessment Methodology (BREEAM) rating of 'outstanding' for new builds and 'excellent' for refurbishments;
- (h) shall make reasonable efforts to utilise and adhere to the Authority's Sustainability Charter in place from time to time (a copy of the version in place as at the date of this Agreement being accessible at <https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>) in meeting BREEAM requirements; and
- (i) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

## **14 Liability and Insurance**

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
  - (a) public liability for a minimum amount of five million pounds sterling

(£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and

- (b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.

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

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

15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with Data Protection Legislation, including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.

15.2 The Freedom of Information Act 2000 (“FOIA”) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.

15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.

15.4 The obligations under Clause 15.3 above shall not apply to:

- (a) information which at the time of disclosure is in the public domain;
- (b) information which is required to be disclosed by law;
- (c) information which is disclosed with the consent of the disclosing party.

15.5 The Recipient acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
- (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available

in relation to information requested under FOIA. 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 and Counterparts

- 16.1 This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.
- 16.2 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original and such counterparts or duplicates shall together constitute one and the same 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 Not Used

## 19 Definition of Terms

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

- 19.1 **"Additional Funding"** has the meaning prescribed to that term in Clause 4.3 of this Agreement.
- 19.2 **"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.

19.3 **“Assistance”** 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 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).

19.4 **“Assistance Trigger Point”** means, unless the Authority notifies the Recipient otherwise, three hundred thousand pounds sterling (£300,000) of Assistance provided from all public authority sources to a Relevant Enterprise over a three year period, being this fiscal year and in the previous two fiscal years.

19.5 **“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.

19.6 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of one hundred and fifty pounds sterling (£150) 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.

19.7 **Not Used**

19.8 **“Data Protection Legislation”** means:

- (a) 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;
- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

19.9 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.

19.10 **“Financial Year”** means the annual period from 1 April to 31 March.

19.11 **“FOIA”** has the meaning given to it in Clause 15.2.

19.12 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.

19.13 **“GLA Funding”** means a sum of up to [words] pounds sterling (£[numbers]) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement and as set out in OPS.

19.14 **“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 IV 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).

19.15 **“IMS”** refers to any independent monitoring surveyor, acting on behalf of the Authority from time to time.

19.16 **“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.

19.17 **“Milestones”** means the milestones set out in Schedule 2 for the Recipient’s fulfillment of the Project Objectives set out in Schedule 1 and set out in the Milestones Block in OPS.

19.18 **“Monitoring Form”** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.3 which shall take the form of the template set out at Part A of Schedule 6.

19.19 **“OPS”** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.

19.20 **“Output Related Funding”** means, where applicable, the GLA Funding paid in respect of Project Outputs as set out in Part B of Schedule 2.

19.21 **“Outputs Value Return”** means, where applicable, a return in the form set out at Part C of Schedule 6 as amended by the Authority from time to time.

19.22 **“Project”** means the **[insert project title]**.

19.23 **“Project Objectives”** means the objectives to be met by the Recipient as set out in Schedule 1 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 Project Information Block of OPS with respect to each Proposal and accepted by the Authority on OPS and which shall include the Project Outputs.

- 19.24 **“Project Outputs”** means the outputs including the Sustained Outcomes to be met by the Recipient as set out in Schedules 1 and/or 2, 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 as described in the Outputs Block of OPS for each Project and accepted by the Authority on OPS.
- 19.25 **“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.
- 19.26 **“Quarterly Claim Form”** means the form to be completed and submitted to the Authority by the Recipient under Schedule 2 which shall take the form of the template set out at Part B of Schedule 6.
- 19.27 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 19.28 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 19.29 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 19.30 **“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 the provision of aid and assistance to children, young people and adults in education, unemployed persons, apprentices, persons on work placements and employees where the Assistance provided does not directly assist their employer.
- 19.31 **“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 the GLA.
- 19.32 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 19.33 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 19.34 **“Subsidy Control Disclosure Form”** means the form attached at Schedule 6 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 19.35 **“Subsidy Control Rules”** means all applicable rules concerning Assistance arising from resources provided by a public authority, including (without limitation) central, devolved, regional and local government that provide a selective benefit to the Relevant Enterprise.

Such contributions being granted (or received) by public authorities will be governed primarily (but not exhaustively) by:

- a) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland ;
- b) the World Trade Organisation (WTO) rules;
- c) the Northern Ireland Protocol;
- d) European Union (Withdrawal Agreement) Act 2020;
- e) any other international trade agreements; and/or
- f) other relevant legal obligations, for example, a local authority's Duty of Best Value.

19.36 **“Subsidy Control Threshold”** means the maximum level of Assistance which can be provided to a Relevant Enterprise from time to time from all public authority sources over a three year period, being this fiscal year and in the previous two fiscal years in accordance with Paragraph 4, Article 3.2 of Part Two of the TCA. At the time of entering into this Agreement the maximum level of Assistance is three hundred and forty four thousand and six hundred pounds sterling (£344,600).

19.37 **“TCA”** means the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland.

19.38 **“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.

19.39 **Not Used**

19.40 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 may be executed by the electronic application of their authorised signatories’ signatures and provision of electronic copies of the same.**

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

**[THE CORPORATE SEAL** of the )  
**GREATER LONDON AUTHORITY** )  
hereto affixed is authenticated by: )

.....  
(Signature of Authorised Signatory)

.....  
(Print Name)

.....  
(Date)]

***OR IF BEING EXECUTED ELECTRONICALLY***

[Executed and delivered for an on behalf of the )  
**GREATER LONDON AUTHORITY** by: )

.....  
Authorised Signatory

.....  
NAME (BLOCK)

.....  
Position

.....  
Authorised Signatory

.....  
NAME (BLOCK)

.....  
Position]

***[Obtain and insert wording recipient confirms as being used to execute deeds – electronically where required]***

## 1 Schedule 1 – Project Description

[Introduction]

### **Project objectives**

[set out the objectives]

### **Project Outputs**

[set out the outputs and cross reference to the annex – outputs and outcomes]

DRAFT

## 1.1 Annex to Schedule 1 – Outputs and outcomes

Note: this will be an extract from the OPS application via Jaspersoft and is to be added here

DRAFT

## 2 Schedule 2 – Funding Schedule

### 2.1 Milestone Related GLA Funding

1. In addition and without prejudice to its other reporting obligations, on achievement of the Milestones and in any event no less than once per quarter, the Recipient shall submit a claim form in the form set out at part b of Schedule 7 or such other form as the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its designated chief financial officer or director 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 other information as the Authority may reasonably require (in the form of the forms set out at part a of Schedule 7 or such other form as the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS);
  - (b) such other evidence and information as the GLA may require from time to time (as set out in this Schedule 2 or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with this Schedule 2, within 30 days of receipt of a valid invoice which the Recipient may issue following approval by the Authority of valid Quarterly Claim Forms submitted in accordance with paragraph 1 above.
3. If the record 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.

## 2.2 Milestone Funding Table

Note: this will be an extract from the OPS application

DRAFT

### 3 Schedule 3 – The Authority’s Logo

SUPPORTED BY  
**MAYOR OF LONDON**

SUPPORTED BY  
**MAYOR OF LONDON**



**HM Government**

**4 Schedule 4**

**Not used**

DRAFT

## 5 Schedule 5 – Proposal

Note: To be extracted from OPS

DRAFT

## 6 Schedule 6 – Subsidy Control Disclosure Form

The GLA is considering giving Assistance or the equivalent of Assistance provided under Paragraph 4, Article 3.2 of Part Two of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland up to a maximum of the GLA Funding in relation to the Project.

The GLA is required to check whether you will have received Assistance which, when combined with the proposed GLA Funding, exceeds the Subsidy Control Threshold as defined in Clause 19.35.

**Please note if you are part of a group of companies your declaration needs to relate to all subsidy or public funds received by all entities within that group for these purposes.**

If you have (in this fiscal year or the 2 fiscal years prior to that) received any Assistance or public funding in respect of costs to which you are intending to apply and to be provided to you under the Project you must inform the GLA (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 subsidy 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 document having signed and dated it and (where applicable) having completed the tables below. Please then return the document to [NAME OF CONTRACT] at [ADDRESS]. If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the GLA will be unable to provide you with the GLA Funding in relation to the Project.

Recipient of Assistance/funding	Purpose of Assistance/funding	Amount	Date

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

Name	Position	Signature	Date

## **7 Schedule 7 – Performance reporting and Quarterly claim forms**

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 this Schedule 7 on a monthly basis; and
- Part b of this Schedule 7 on a Quarterly basis.

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

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

DRAFT

# 7.1 7a. Monthly monitoring form (performance reporting)

GREATER LONDON AUTHORITY Monthly monitoring form		College: <input style="width: 150px;" type="text"/>	Project: <input style="width: 150px;" type="text"/>				
<b>1. Delivery progress</b>		G					
Please provide an update on progress made in the last month highlighting the achievement of any key milestones, delivery of outputs / outcomes and any communications activities undertaken							
<b>2. Current top five items to report</b>							
1							
2							
3							
<b>3. Project risks &amp; issues</b>		R					
Top 5 risks							
Risk description (cause, 'risk event', potential impacts)	Mitigation / Risk response	Probability (1 to 4)	Impact (1 to 4)				
1			G				
2			R				
3			R				
Top 5 current issues							
Issue description	Potential Impact	R A G	Action plan				
1		G					
2		R					
3		R					
<b>4. Milestones</b>							
Chronological milestones: what are the key actions and steps to be undertaken to deliver the project from inception to completion							
#	Planned date	Revised date	Complete?				
1	dd/mm/yyyy	dd/mm/yyyy	N				
2	dd/mm/yyyy	dd/mm/yyyy	N				
3	dd/mm/yyyy	dd/mm/yyyy	N				
4	dd/mm/yyyy	dd/mm/yyyy	N				
5	dd/mm/yyyy	dd/mm/yyyy	N				
6	dd/mm/yyyy	dd/mm/yyyy	N				
7	dd/mm/yyyy	dd/mm/yyyy	N				
8	dd/mm/yyyy	dd/mm/yyyy	N				
9	dd/mm/yyyy	dd/mm/yyyy	N				
10	dd/mm/yyyy	dd/mm/yyyy	N				
<b>5. Outputs</b>							
The project has been commissioned to deliver: <input type="text"/> Lifetime number of <input type="text"/> GLA KPI							
What is the definition? How is it calculated?							
Delivered in previous years	Q1	Q2	Q3				
Target profile as at Apr 15							
Delivered to date							
Future years							
The project has been commissioned to deliver: <input type="text"/> Lifetime number of <input type="text"/> GLA KPI							
What is the definition? How is it calculated?							
Delivered in previous years	Q1	Q2	Q3				
Target profile as at Apr 15							
Delivered to date							
Future years							
The project has been commissioned to deliver: <input type="text"/> Lifetime number of <input type="text"/> GLA KPI							
What is the definition? How is it calculated?							
Delivered in previous years	Q1	Q2	Q3				
Target profile as at Apr 15							
Delivered to date							
Future years							
<b>6. Finance</b>							
REVENUE	Previous years	Q1 2015-16	Q2 2015-16	Q3 2015-16	Q4 2015-16	2015-16 total	Future years
	Budget profile					0	
	Revised profile					0	
	Actual spend					0	
CAPITAL	Previous years	Q1 2015-16	Q2 2015-16	Q3 2015-16	Q4 2015-16	2015-16 total	Future years
	Budget profile					0	
	Revised profile					0	
	Actual spend					0	
<b>7. Communications</b>							
List out the details of any upcoming events (i.e. markets, festivals, openings, launches, etc.) and list out the details of any communications materials (press releases, articles, leaflets, website screen shots, photographs) you are attaching. Please be sure to attach the relevant material when you submit this form to your GLA project manager							
Date	Upcoming News Items		Description				

## 7.2 7b. Quarterly Claim Form

GREATER LONDON AUTHORITY											
<b>Schedule 7 Section B</b>											
<b>Cover Sheet</b>											
<i>For project use</i>	<table border="1"> <tr><td>College:</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>	College:	.....	Project name:	.....	Project Manager:	.....	Start Date:	.....	Completion:	.....
College:	.....										
Project name:	.....										
Project Manager:	.....										
Start Date:	.....										
Completion:	.....										
<i>For internal use</i>	<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										
<a href="#">Section I</a>	<p>Please submit an electronic copy of this claim form signed by your Finance Officer or Director, 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>										
<a href="#">Section II</a>	<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 or committed expenditure by your financial officer).</p>										
<a href="#">Section III</a>	<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 financial 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 financial officer.</p>										
<a href="#">Section IV</a>	<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>										

DRAFT

## Section I: Quarterly Claim Form

[Guidance](#)

College	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in college	
Email address	
Correspondence address	
Postcode	
Telephone Number	
Mobile Number	



**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 claim period:

Capital		
---------	--	--

- 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
Public funding			0.00	
Private funding			0.00	

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

GLA Funds	Project Lifetime Budget	17/18 Budget	FY 17/18 YTD	17/18 Remaining Budget	Future Years Budget
Capital				0.00	

- We confirm that the following is an accurate reflection of the **match funding** drawdown to date including that declared in this claim:

Match Funds	Project Lifetime Budget	17/18 Budget	FY 17/18 YTD	17/18 Remaining Budget	Future Years Budget
Capital				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	17/18 Budget	FY 17/18 YTD	17/18 Remaining Budget	Future Years Budget
Capital	<b>0.00</b>	<b>0.00</b>	0.00	0.00	<b>0.00</b>

**This declaration must be signed by the project manager and the Director of Finance or Financial Officer.**

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

## Performance Reporting Schedule

Financial period	Deadline for quarter (n) submissions by delivery partners
Quarter 1 20XX/XX	
Quarter 2 20XX/XX	
Quarter 3 20XX/XX	
Quarter 4 20XX/XX	
Quarter 4 accrual* 20XX/XX	

\*Additional Quarter 4 claim to cover expenditure that could not be evidenced in the claim submitted on 15 March 201X.

## 8 Schedule 8 – SELF-EVALUATION TEMPLATE

GLA OPS ID:

Project Name:

Delivery organisation:

Borough:

GLA Project Lead:

Project type: Equipment only/Refurbishment/Equipment and Refurbishment (please delete as applicable)

Delivery/works start date:

Delivery/works completion date:

### 1.0 Executive summary

Briefly summarise the project, its headline achievements and expected longer-term impact (<300 words)

Insert text

### 2.0 Mayoral priorities

Please provide rationale as to how this project has contributed towards delivering Mayoral priorities (as listed in pages XXXX of the Skills for Londoners Round 3 [prospectus](#))

Insert text

### 3.0 Project financial performance

	Budget as set in the Grant Agreement's Schedule 9 (£)	Actual spend as described in the final claim (£)	Variance	
			£	%
Total GLA funding				
Public non-GLA contribution				
Private non-GLA contribution				
<b>Total project cost</b>				

Please explain any variance identified above. If the project went over budget, explain why the contingency measures were insufficient.

Insert text

### 4.0 Project outputs and outcomes

Please include all outputs and outcomes in the annex to Schedule 1 of your most recent Grant Agreement/Deed of Variation. Any additional outputs delivered through the project should also be included.

Output/outcome	Target	Actual	Variance	
			Number	%
Example – Learners supported	200	250	50	25%


Insert additional rows as necessary

Please explain any variance identified above. How was any over-delivery achieved? How will any under-delivery be rectified?

Insert text

## 5.0 Project objectives and impact

Please include all objectives in Schedule 1 of your most recent Grant Agreement/Deed of Variation.

Any additional objectives/impact delivered through the project should also be included.

Objective	Achieved Y/N/ Partly	How was the objective achieved?	What impact has the achievement had, and how did you measure the impact?	If the objective has not yet been achieved, why is this and when will it be achieved?
<i>Example – Improve the quality of learning environments in x department</i>	Yes	<i>Installation of equipment and refurbishment of learning spaces to provide an up to date and workplace-like environment</i>	<i>Students obtaining higher grades (x exam results) Higher levels of student satisfaction (survey of x students May 2019)</i>	N/A

Insert additional rows as necessary

## 6.0 Strategic impact

Please describe the strategic impact of the project in addition to the impacts identified above by adding a few bullet points for each relevant area in the table below.

Impact type	Examples	Description of strategic impact
<b>Strategic leadership and influence</b>	<ul style="list-style-type: none"> <li>- Communicating the needs of the beneficiaries and/or location of this intervention</li> <li>- Innovative approaches/best practice</li> <li>- Influencing partners to contribute to similar projects</li> <li>- New or more effective partnerships formed as a result of the intervention</li> </ul>	

<b>Leverage</b>	<ul style="list-style-type: none"> <li>- Has investment (financial and in kind) been secured from a range of sources?</li> </ul>	
<b>Synergy</b>	<ul style="list-style-type: none"> <li>- Existing interventions or partnerships more joined up</li> <li>- Part of a co-ordinated approach to addressing issues in these areas</li> <li>- Strategic partnerships working across administrative and sectoral boundaries</li> </ul>	
<b>Engagement</b>	<ul style="list-style-type: none"> <li>- Engagement with businesses, retail, culture, leisure, the arts, the community and public sector organisations</li> <li>- Political engagement and support</li> </ul>	

### 7.0 Value for Money

*Has the project provided good value for money, and if so how?*

Insert text

### 8.0 Lessons learned

Issue	How did you overcome the issue?	Lesson learned

Insert additional rows as necessary

### 9.0 Future opportunities

*What opportunities do you see for future projects to build on the success of this project and/or to replicate its success elsewhere? Have you identified any new areas of need for future projects to respond to?*

Insert text

### 10.0 GLA application and monitoring processes

*Were there any forms that required further explanation, if so how could they be improved? Would further support or advice have been beneficial to complete any documents?*

Insert text

### 11.0 Outstanding actions

*Please list any outstanding actions, state when they will be completed and who is responsible for them.*

Insert text

### 12.0 Using and Sharing the Results from the Evaluation (if appropriate)

*Please indicate if you or a representative of the project would be willing to participate in future events, including (but not limited to) presentations on the application process and/or delivering the project and/or acting as mentor to applicants.*

Insert text

### 13.0 Case Study Template

The Recipient is required to provide the Authority with two case studies at the stage of project practical completion:

1. A case study to publish on the GLA and LEP websites
2. A case study to include in print material and share with potential future applicants of GLA funded programmes

The Authority will share two templates at the completion of Milestone 'Evaluation (post-completion)' for the Recipient to populate and return within four weeks.

---

### GLA Review (to be completed by GLA team)

#### **GLA Project Lead Comments**

*Please offer specific examples from the report to support your comments, and where relevant state how the report could be improved.*

#### **1. Compliance**

*Have all relevant parts of the report been completed?*

Insert text

#### **2. Accuracy of the evidence base**

*Is the data and information presented factually correct, and its source identified?*

Insert text

#### **3. Lessons learned/future opportunities**

*Have any new lessons/future opportunities relevant to future rounds of SPEF/other skills capital funds been identified? What action(s) are needed to realise them?*

Insert text

**GLA Manager Approval**

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

**Signature:** \_\_\_\_\_

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

DRAFT

## 9 Schedule 9 – Certificate of Expenditure

(to be extracted from GLA-OPS at the Funding Agreement stage)

Name of Project:

Name of Recipient

	<b>Total project value (GLA + match)</b>	<b>Total GLA funding</b>	<b>GLA capital funding</b>	<b>Total match funding</b>	<b>Recipient capital match funding</b>	<b>Non-recipient capital match funding</b>
<b>2023/24</b>						
<b>2024/25</b>						
<b>2025/26</b>						
<b>Total for all years</b>						

I hereby certify that:

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

Signed: .....

Name: .....

Date: .....