

MAYOR OF LONDON

Dated:

2021

- (1) The Greater London Authority
- (2) [Contractor Name]

The Mayor's European Social Fund (ESF) Co-Financing Programme

London Careers Hubs - Strand 1

Grant Agreement Terms and Conditions

DRAFT



European Union
European
Social Fund

THE **CAREERS &
ENTERPRISE**
COMPANY

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June 2021**

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CONTENTS

Clause	Subject matter	Page
	PARTICULARS.....	6
1.	DEFINITIONS AND INTERPRETATION.....	10
2.	REPRESENTATIONS AND UNDERTAKINGS.....	11
3.	PROCUREMENT, BEST VALUE AND STATE AID.....	14
4.	CONSENTS, ACCREDITATIONS, DBS CHECKS AND GUARANTEES.....	18
5.	COMMENCEMENT AND COMPLETION OF THE PROJECT.....	18
6.	CDM REGULATIONS.....	19
7.	EMPLOYEES, SUB-GRANTEES, AND SUB-CONTRACTORS.....	19
8.	VARIATIONS.....	20
9.	INDEMNITY.....	21
10.	INSURANCE.....	21
11.	PROJECT PROGRESS.....	21
12.	PROJECT MANAGEMENT.....	23
13.	PROJECT DOCUMENTATION, REPORTING AND EVALUATION.....	25
14.	AUDIT.....	26
15.	STANDARDS IN PUBLIC LIFE.....	27
16.	EQUAL OPPORTUNITIES AND DIVERSITY.....	28
17.	REPUTATION, USE OF PROGRAMME LOGO, PROMOTION OF THE PROJECT.....	29
18.	NOT USED.....	30
19.	ASSIGNMENT AND SUB-CONTRACTING.....	30
20.	ADDITIONAL PROJECT FUNDING SOURCES.....	30
21.	LIMITATION ON THE USE OF GRANT.....	30
22.	PAYMENTS OF GRANT.....	31
23.	REDUCTION, SUSPENSION, WITHHOLDING AND RECOVERY OF GRANT.....	34
24.	CLAWBACK.....	36
25.	INTEREST ON LATE REPAYMENT OF GRANT.....	37
26.	CAPITAL ASSETS.....	37
27.	GLA INTEREST IN CAPITAL ASSETS.....	38
28.	DEVELOPMENTS.....	38
29.	VALUE ADDED TAX.....	38
30.	TERMINATION / EVENTS OF DEFAULT.....	39
31.	CONSEQUENCES OF TERMINATION.....	40
32.	TRANSFER OF RESPONSIBILITY ON EXPIRY OR TERMINATION.....	42
33.	CONFIDENTIALITY, DATA PROTECTION, FREEDOM OF INFORMATION AND TRANSPARENCY.....	42
34.	LAW, JURISDICTION, AND DISPUTE RESOLUTION.....	46
35.	CONFLICTS OF INTEREST.....	47
36.	SEVERABILITY.....	47
37.	WAIVER.....	47
38.	AMENDMENTS TO AGREEMENT.....	47
39.	NOTICES.....	47
40.	NO PARTNERSHIP OR AGENCY.....	48
41.	FORCE MAJEURE.....	48
42.	ENTIRE AGREEMENT.....	48
43.	EXCLUSION OF THIRD-PARTY RIGHTS.....	49

44	CHANGES TO THE GLA'S REQUIREMENTS	49
45	PUBLICITY	49
46	HEALTH AND SAFETY	50
47	SET OFF.....	50
	SCHEDULE 1.....	54
	Definitions and interpretation	54
	SCHEDULE 2.....	66
	Part 1: Maximum Sum	66
	Part 2: Grant distribution	66
	Part 3: Grant Payment Terms	66
	SCHEDULE 3.....	70
	Award Letter.....	70
	SCHEDULE 4.....	72
	Amendment Narrative	72
	SCHEDULE 5.....	73
	Part 1 - Project Application Form	74
	Part 2 - not used	75
	Part 3 – Project Requirements.....	76
	SCHEDULE 6.....	77
	Reporting.....	77
	Part 1: Monthly Progress Return and Outputs Block.....	77
	Part 2 - Project Risk Register Update	78
	Part 3 – Participant Data Form (Front Page)	79
	Part 4 – Beneficiary Organisation Data Form (Front Page).....	80
	Part 5 – Project Case Study.....	81
	SCHEDULE 7.....	82
	Delivery Handbook.....	82
	SCHEDULE 8.....	83
	Eligibility and Evidence Handbook.....	83
	SCHEDULE 9.....	84
	Project Reporting and Evaluation Requirements.....	84
	SCHEDULE 10.....	85
	Dispute Resolution Procedures	85
	SCHEDULE 11.....	88
	Statement of Delivery Expenditure	Error! Bookmark not defined.
	SCHEDULE 12.....	89
	Programme Logo	89
	SCHEDULE 13.....	90
	PROCESSOR CLAUSES90SCHEDULE	14
	95
	Agreement Personal Data.....	95
	SCHEDULE 15.....	96
	Insurances.....	96

SCHEDULE 16.....	97
De Minimis Aid disclosure form and guidance notes relating to the De Minimis and exemption	97
SCHEDULE 17.....	100
Form of Parent Company Guarantee	100

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PARTICULARS

1. DATE OF AGREEMENT: 2021
2. GLA: THE GREATER LONDON AUTHORITY of City Hall, The Queen's Walk, London, SE1 2AA (and its statutory successors assigns and transferees).
3. GRANTEE: [REDACTED]
4. (a) COMMENCEMENT DATE: [REDACTED]
(b) PROJECT START DATE: [REDACTED]
(c) PROJECT END DATE The date by which all Project activity must have been delivered to Participants and/or Beneficiary Organisations which for the avoidance of doubt shall be [REDACTED]
(d) PROJECT PERIOD The Period from the Project Start Date to the later of the Project End Date or the date on which you have met and discharged all of your obligations and liabilities under this Agreement including (without limitation) all reporting and evaluation obligations;)
(e) PROGRAMME END DATE The date on which the overall programme of which the award of grant pursuant to this Agreement forms part comes to an end, as extended from time to time. Subject to any earlier termination in accordance with the provisions of this Agreement, as at the date of this Agreement, the Programme End Date is 31 December 2023.



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Social Fund

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5. MAXIMUM SUM: []
50% of the Maximum Sum is reimbursed by the European Social Fund to the GLA
6. GLA PROJECT/CONTRACT NO: []
7. PROJECT ACTIVITIES (for which Grant payable): [] (more particularly set out in the Agreed Proposal).
8. GRANTEE BANK ACCOUNT
NAME OF BANK: []
BRANCH NAME AND ADDRESS: []
ACCOUNT NAME: []
BANK SORT CODE: []
ACCOUNT NUMBER: []
9. INSURANCE REQUIREMENTS: The insurance requirements applicable to this Agreement are set out in Schedule 15.
10. CONTACT DETAILS **GLA**
(FOR NOTICES) Attention: []
Title: []
Tel: []

Address: Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA
- Grantee**
Attention: []
Title: []
Tel: []

11 GLA REPRESENTATIVE (FOR
GRANT MANAGEMENT ISSUES)

Address: []

Attention: []

Title: []

Tel: []

Email: []

Address: Skills & Employment Unit, Greater
London Authority, City Hall, The
Queen's Walk, London, SE1 2AA

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AGREEMENT

DATED

2021

PARTIES

- (1) THE GREATER LONDON AUTHORITY of City Hall, The Queen's Walk, London, SE1 2AA (and its statutory successors assigns and transferees) (the "GLA" or "us" or "we"); and
- (2) [] (the "Grantee" or "you").

BACKGROUND

- (A) The GLA is empowered under sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers facilitative of or conducive or incidental to the promotion of:
 - (B) economic development and wealth creation;
 - (C) social development; and/or
 - (D) the improvement of the environment;in Greater London.
- (E) We have applied for and been granted co-financing status under the European Social Fund
- (F) You have requested grant funding from us for the Project. The Project falls within one or more of the purposes referred to above.
- (G) We have agreed to provide grant funding for the Project on the following terms and conditions.
- (H) By entering into this Agreement you have agreed to provide us with remedies (including repayment of the Grant) if you fail to comply with your obligations under this Agreement.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, words and expressions set out in Schedule 1 (generally identified by capitalisation of the initial letter(s)) shall have the meanings given to them in Schedule 1. Schedule 1 also includes certain rules of interpretation which apply to this Agreement.
- 1.2 The Particulars and the Schedules to this Agreement are incorporated into and form part of this Agreement.
- 1.3 If there is any inconsistency between the provisions of this Agreement, the Particulars and the Schedules, such provisions shall have the following order of precedence:
 - 1.3.1 the main body of this Agreement;
 - 1.3.2 the Particulars;

1.3.3 the Agreed Proposal; and

1.3.4 the Schedules.

2. REPRESENTATIONS AND UNDERTAKINGS

2.1 You represent and undertake to us as fundamental conditions of this Agreement that:

2.1.1 you are validly existing and have the power to enter into this Agreement and that the execution of this Agreement by you has been validly authorised;

2.1.2 the obligations imposed on you under this Agreement constitute valid legal and binding obligations enforceable against you in accordance with these terms;

2.1.3 neither the execution of this Agreement by you nor the performance of any of its obligations under it will:

(a) conflict with or result in any breach of any law or enactment or any deed, agreement or other instrument, obligation or duty by or to which you are bound; or

(b) exceed any limitation on any of your powers or on the right or ability of your directors or officers to exercise such powers;

2.1.4 you are not in default under any law or regulatory obligation or under any deed, agreement, other instrument, obligation or duty by or to which you are bound so as to adversely affect your ability to perform your obligations under this Agreement;

2.1.5 all Consents and Accreditations (if any) required in connection with the execution, delivery, issue, validity or enforceability of this Agreement and the lawful and proper carrying out of the Project and/or to enable you to award qualifications to participants (where appropriate to the Project Activities) have been obtained and have not been withdrawn and all such Consents and Accreditations shall be maintained and complied with during the Project Period (and thereafter to the extent required by law);

2.1.6 no litigation, nor any administrative or arbitration proceedings before any court, tribunal, Government authority or arbitrator are taking place, pending or (to your knowledge, information and belief) are threatened against you, or against any of your assets, which might have a material adverse effect on your business, assets, condition or operations, or might affect adversely your ability to perform your obligations under this Agreement;

2.1.7 all information documents and accounts submitted by you or on your behalf to us for appraisal in relation to the Project and/or created for the purposes of this Agreement including (without limitation) information contained in the Agreed Proposal and De Minimis Aid Disclosure Form (if applicable) were, when given, and continue to be true, complete and accurate and not misleading. In addition, no change has occurred since the date on which such information was given

which renders the same untrue, incomplete, inaccurate or misleading in any respect, and there has been no material adverse change in your business, assets, operations or prospects since such information was given;

- 2.1.8 none of your office holders, directors, officers, shareholders, managers or senior employees (and/or those of your agents, Sub-Grantees, contractors and/or sub-contractors) with responsibility for the delivery of the Project or for making decisions relating to the policy, strategy or delivery of the Project have been convicted of any criminal offence (other than those spent under the Rehabilitation of Offenders Act 1974);
- 2.1.9 you have disclosed to us all information which it might reasonably be thought might influence us in awarding the Grant to you or determining the amount of the Maximum Sum;
- (a) The Maximum Sum is granted to the Grantee to cover Eligible Costs associated with the delivery of the Project, and no additional costs should be requested by the Grantee from either Sub-Grantees or Participants and/or Beneficiary Organisations to contribute to the overall cost of delivering or administering the Project.
- (b) Any costs found to be requested by the Grantee from either Sub-Grantees, sub-contractors or Participants and/or Beneficiary Organisations for any reason will be considered to be a contribution to the overall Maximum Sum of the Project, and the GLA will reduce the Maximum Sum accordingly, in line with clause 22.8.
- 2.1.10 no person having any charge or other form of security over your assets has enforced or started to enforce or given notice of an intention to enforce such security;
- 2.1.11 you are not aware, after due enquiry, of anything which materially threatens the delivery and completion of the Project in accordance with this Agreement and the Timetable;
- 2.1.12 no Event of Default has occurred and is continuing;
- 2.1.13 you have sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to achieve the Milestones, Outputs and Results in accordance with the Timetable;
- 2.1.14 you will not without our prior written consent make any changes to the Project, the Agreed Proposal or the Timetable. You will also not make any changes to your memorandum and articles of association, constitution or rules (as the case may be) that may affect your delivery of the Project without our prior written consent and you will notify us as soon as possible of any changes to the composition of your executive, board of directors, members, trustee or governors (as similar);

- 2.1.15 any information you provide to us or our representatives in the future relating to this Agreement or the Project, including (without limitation) information contained in any claim for payment or in the De Minimis Aid Disclosure Form (if applicable), will be true, complete and accurate and not misleading in any way;
- 2.1.16 you have fully considered and, where appropriate, have taken professional advice in relation to the VAT treatment of payments (i) to be made to you by us under this Agreement; and (ii) to be made by you to Sub-Grantees and sub-contractors in connection with the Project.
- 2.1.17 you will abide by and keep up to date with all European Social Fund (ESF) requirements as specified by the European Commission from time to time, the current version(s) of which are published on <https://www.gov.uk/guidance/england-2014-to-2020-european-structural-and-investment-funds>
- 2.1.18 you will read and comply with all requirements detailed in the Delivery Handbook set out at Schedule 7 to this Agreement (as amended from time to time); and
- 2.1.19 you will at all times, including after the Project End Date: (a) act in good faith towards us and Participants and/or Beneficiary Organisations in the Project; and (b) ensure that you (your employees, agents or contractors) do not by act or omission bring us or the ESF into disrepute.
- 2.2 The representations and undertakings in clause 2.1 will be deemed to be repeated by you when each claim for an instalment of Grant is submitted pursuant to clause 22 (Payments of Grant) as if made with reference to the facts and circumstances existing at the date of submission of such claim and you acknowledge that we have relied on and will rely on this information in agreeing to pay the Grant and each instalment of it.
- 2.3 If you discover that any information given by you or on your behalf to us or our representatives in connection with the Project including any information contained in the Agreed Proposal, any claim for payment or the De Minimis Aid Disclosure Form (if applicable) was, or has subsequently become, inaccurate, incorrect, incomplete or misleading, you must inform us of that fact immediately, in writing.
- 2.4 If at any time during the Project Period there is any change in relation to your circumstances such that would cause any of the representations and undertakings set out in clause 2.1 to be breached if they were to be repeated at that time, you must inform us of that fact, immediately in writing.
- 2.5 Where there are multiple Grantees to this Agreement the Grantees have nominated the Grantee's Lead Partner, as set out in the Particulars to this Agreement, to be

responsible for receiving and administrating the Grant and for the day to day management of the obligations of the Grantees under this Agreement including, without limitation, the co-ordinating of all the relevant documents and other obligations of the Grantees to the GLA under this Agreement provided always that all of the Grantees hereby acknowledge and agree that this appointment of the Grantee's Lead Partner is for administration purposes only and does not in any way absolve any Grantees including the Lead Partner of their joint and several liability under this Agreement

3. PROCUREMENT, BEST VALUE AND STATE AID

- 3.1 All procurement of goods and services by you relating to the Project shall be based on best value principles and be in accordance with all relevant procurement law and regulations, including EU procurement directives, if applicable.
- 3.2 You confirm that, if required by the Agreed Proposal, the Project will incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by us, you shall develop a responsible procurement plan (the "**Grantee's Responsible Procurement Plan**") setting out how you intend to carry out the Project in accordance with the Responsible Procurement Policy, and you will submit the Grantee's Responsible Procurement Plan to us for approval, such approval not to be unreasonably withheld. We shall monitor your compliance with this clause, and the Grantee's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute an Event of Default.
- 3.3 For all purchases (including purchases of services) by you, you will comply with the requirements of this clause 3 unless you have our prior written consent to do otherwise.
- 3.4 For purchases up to £10,000 (exclusive of any VAT) you will seek a call-off from a suitable framework, where possible, and if not, decide whether it would be preferable to opt for a single supplier route or a competitive tendering route, and;
 - 3.4.1 if using a single supplier, secure value for money; or
 - 3.4.2 if opting for competitive tendering, seek three or more written quotes.
- 3.5 For purchases between £10,001 and £150,000 (exclusive of any VAT) you will seek a call-off from a suitable framework, where possible, and if not, undertake a formal tender process.
- 3.6 Subject to clause 3.1, for purchases above £150,000 (exclusive of any VAT) you will seek a call-off from a suitable framework, where possible, and if not, undertake a tender process compliant with the Public Contracts Regulations 2015 and underlying European Union Procurement Directives if applicable.

- 3.7 You will not split purchases to fall below the thresholds set out in this clause 3 artificially so as to circumvent the requirements of this clause and/or extend and/or vary existing contracts so that the total value of any contract for its duration exceeds these thresholds.
- 3.8 We reserve the right after reasonable notice to you to vary the requirements relating to procurement processes in line with the GLA's own procurement guidelines and procedures from time to time. This may include additional requirements for you to use Compete for when sourcing Sub-Grantees, sub-contractors or suppliers for goods, works or services in connection with the performance of your objectives under this Agreement
- 3.9 For all purchases, you will select a supplier from the potential suppliers:
- 3.9.1 on the basis of overall best value and suitable skills and experience;
 - 3.9.2 having regard to your equal opportunities obligations set out at clause 16 (Equal Opportunities and Diversity); and
 - 3.9.3 using a fair and documented decision-making process and taking account of public sector accountability and probity.
- 3.10 You acknowledge that we are subject to a statutory duty pursuant to the Local Government Act 1999 to make arrangements to secure continuous improvement in the way our functions are exercised having regard to a combination of economy, efficiency and effectiveness (the "**Best Value Duty**").
- 3.11 You shall co-operate fully and assist us, so far as reasonably required, in relation to all requests for assistance in connection with the performance of our Best Value Duty as it relates to this Agreement and the Project, including:
- 3.11.1 complying with all requests for information, including providing access to premises, staff, documents, data and processes;
 - 3.11.2 providing assistance to enable us to undertake best value consultation exercises including undertaking customer or user satisfaction surveys, if required and providing a written report to us setting out the results;
 - 3.11.3 providing all assistance and information necessary to include an objective comparison of the quality or performance of the Project, with other organisations;
 - 3.11.4 maintaining and monitoring progress in relation to the Project, including the achievement of the Outputs and Results;
- 3.12 In accepting and disbursing the Grant whether in relation to the whole or part of the Grant used:
- 3.12.1 by you to provide Relevant Aid directly to yourself as Grantee; and/or

- 3.12.2 to provide direct or indirect Relevant Aid to third parties
- 3.12.3 you shall comply with the provisions of all applicable rules on state aid made by the European Commission from time to time and ensure that all requirements for application of exemptions or notification to, and approval by, the European Commission under such rules, are met.
- 3.13 Unless otherwise notified by us in writing, when using the Grant to provide Relevant Aid under the Project:
- 3.13.1 to one or more Relevant Enterprises directly;
- 3.13.2 to such Relevant Enterprises indirectly through your funding of other bodies (who may themselves be Relevant Enterprises in receipt of Relevant Aid) in order to provide Relevant Aid to other Relevant Enterprises in turn
- 3.13.3 you shall ensure that such Relevant Aid is provided to every Relevant Enterprise involved in accordance with the De Minimis Aid Exemption. For information relating to de minimis aid see Schedule 16.
- 3.14 Specifically in order to meet the conditions of the De Minimis Aid Exemption you shall ensure that no one single private enterprise receives Relevant Aid valued on a gross grant equivalent basis of more than €200,000 (two hundred thousand Euros) in any period of three (3) consecutive Financial years, including within that valuation the value (on the same basis) of any other Relevant Aid provided to the Relevant Enterprise in question by us under other programmes or by any other public body.
- 3.15 You shall:
- 3.15.1 Prior to the release of any funding or participation by the Relevant Enterprise in the Project, notify the Relevant Enterprise in writing that the assistance is provided to them under the De Minimis Aid Exemption and provide the OJEU reference of the De Minimis Aid Exemption regulation (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union), such notice to specify:
- (a) the funding threshold for Relevant Aid provided under the De Minimis Aid Exemption of €200,000 in any period of three (3) consecutive Financial Years obtained from any other public source, including the GLA under other programmes; and
- (b) the types of Relevant Aid, including indirect funding for investment in environmental/ social projects, aid in the form of subsidies for payment of services or rent, or favourable loan terms;
- 3.15.2 Obtain a duly completed De Minimis Aid Disclosure Form (containing the information set out in Schedule 16 depending on the value of the Relevant Aid) from the Relevant Enterprise before allowing it to participate in the Project, providing it with any Relevant Aid, or releasing any funding to it;

- 3.15.3 Only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that Relevant Enterprise (valued on a gross grant equivalent basis) from us or any other public source above the De Minimis Threshold;
- 3.15.4 On a quarterly basis not later than ten (10) Working Days after each Quarter Day or more often as reasonably requested by us report to us details of Participants and/or Beneficiary Organisations, total value of funding or other Relevant Aid provided to date and confirm receipt of a satisfactory De Minimis Aid Disclosure Form (where relevant).
- 3.15.5 Maintain copies of the De Minimis Aid Disclosure Forms and information about the amount and nature of the Relevant Aid provided until 31 December 2031 or such later date as may be notified by the GLA from time to time; and
- 3.15.6 Permit us to have access to the De Minimis Aid Disclosure Forms, and to any other related records and information we consider necessary for assessing whether relevant State Aid rules have been complied with, within ten (10) Working Days of a written request to do so. We may then disclose such details to the Department for Business, Energy and Industrial Strategy (BEIS) or any successor body, European Commission, and/or other body with a relevant power or duty to examine such materials.
- 3.16 If we direct you to do so, you shall yourself complete a De Minimis Aid Disclosure Form in respect of any portion of the Grant utilised by you but which we consider to be Relevant Aid and you shall cooperate with us in utilising all applicable exemptions or notifications and approval procedures to comply fully with State Aid rules.
- 3.17 You will notify us when the value of Relevant Aid provided in respect of the Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point. If you envisage that enterprise's continued participation in the Project, we may specify what measures will have to be implemented by you (at your cost) to ensure that any further Relevant Aid received by the Relevant Enterprise complies with State Aid rules, including directing you:
- 3.17.1 Not to provide the Relevant Enterprise with any further Relevant Aid; or
- 3.17.2 To utilise any applicable state aid exemptions or notification and approval procedures.
- 3.18 Compliance with the requirements of this clause 3 shall be at no additional cost to us.
- 3.19 Any failure to comply with the requirements of clauses 3.12 to 3.17 (inclusive) shall constitute an Event of Default.
- 3.20 We reserve the right to vary the requirements relating to state aid in line with changes to relevant European legislation from time to time.

4. CONSENTS, ACCREDITATIONS, DBS CHECKS AND GUARANTEES

- 4.1 If we request you will provide sufficient documentary evidence to confirm that you, your Sub-Grantees and subcontractors (and all relevant employees) have all appropriate Accreditations and have received, and continue to hold, all Consents necessary for the purposes of this Agreement.
- 4.2 You will at all times during the Project Period inform us immediately of any changes to you or your Sub-Grantees or subcontractors (and your or their relevant employees) Accreditations status and in relation to any Consents.
- 4.3 You shall ensure that:
- 4.3.1 (before such persons commence work in or about the Project) Disclosure and Barring Service (DBS) checks are undertaken in respect of all persons engaged in or about the Project (by you, any agent, Sub-Grantees, contractor or subcontractor) where such persons shall be working with children or vulnerable people or have access to personal data (as defined by Data Protection Laws) in relation to Project Participants as part of the Project; and
- 4.3.2 you and all agents, Sub-Grantees, contractors and subcontractors have appropriate safeguarding policies in place prior to the Project commencing.
- 4.4 We reserve the right to require at any time (either as a condition precedent of the award of the Grant or otherwise) that you procure a parent company guarantee at your sole cost (from such Holding Company as we may require unless otherwise agreed with us) and, if requested by us a legal opinion as to its enforceability in the form set out at Schedule 17 to this Agreement.

5. COMMENCEMENT AND COMPLETION OF THE PROJECT

- 5.1 You will:
- 5.1.1 commence the Project by the Project Start Date;
- 5.1.2 complete the Project by the Project End Date;
- 5.1.3 carry out the Project in accordance with the Timetable and the Agreed Proposal; and
- 5.1.4 except where expressly set out in this Agreement or subsequently agreed otherwise in writing, ensure that all Milestones, Outputs and Results are delivered and reported to us before the expiry of the Project Period.
- 5.2 For the avoidance of doubt no Claims shall be made by the Grantee(s) and we shall not be liable to pay any Claims:
- 5.2.1 whatsoever made after [DATE]; and/or

- 5.2.2 in respect of costs incurred (including, without limitation, Eligible Costs), or Milestones, Outputs or Results achieved, after [DATE].
- 5.3 Claims received by us after [DATE] shall not be considered, unless we have given our prior written permission for late submission, and in any event we reserve the right not to pay you any funds in respect of a Claim received by us after [DATE].

6. CDM REGULATIONS

If relevant to the Project you will be fully responsible for complying with all obligations on the part of the “client” contained in the Construction (Design and Management) Regulations 2007 and you shall indemnify us in respect of all liabilities which we may incur or suffer in relation to such Regulations.

7. EMPLOYEES, SUB-GRANTEES, AND SUB-CONTRACTORS

- 7.1 You will include in your agreements and arrangements with suppliers, Sub-Grantees or sub-contractors engaged in relation to the Project a written obligation on you to make payment for the supply of their goods and/or services within thirty (30) Working Days of receipt of their invoice (provided that such goods and/or services have been supplied in accordance with the terms and conditions of the relevant contract). For the avoidance of doubt Claims submitted to the GLA by You are deemed to have been verified as eligible Claims by You and, other than for the reason of fraud, You shall not withhold payments from Sub-Grantees or sub-contractors once the payment from the GLA has been received by You (including without limitation as a retained amount due to the possibility of a future audit or monitoring visit by the GLA, its authorised representatives, Sponsors, EPMU, the Department for Work and Pensions, the European Commission and each of their representatives and/or auditors, and such other auditors which the GLA may appoint from time to time and whose findings might result in the claw back of funding).
- 7.2 You shall supply on request by us a true, accurate and complete copy of any draft or completed version of any contract with a supplier, Sub-Grantee or sub-contractors engaged in relation to the Project.
- 7.3 You will not knowingly and/or negligently breach the terms of any contracts with your suppliers, Sub-Grantees, or sub-contractors engaged in relation to the Project and you shall monitor and enforce proper performance of those contracts.
- 7.4 Subject to clauses 7.4 to 7.7 (inclusive) you will be permitted to sub-contract elements of the Project or enter into Sub-Grants in relation to the Project provided that we have approved the sub-contracting or Sub-Grant arrangement in advance. Any sub-contracting or Sub-Grant which is referred to in any Project Application Form and Amendments will be deemed to have been approved by us, provided you comply with the provisions of sub-clauses 7.4 to 7.7 (inclusive).
- 7.5 You undertake to us as a fundamental condition of this Agreement to enter into a written agreement with every supplier, Sub-Grantee or sub-contractor in relation to the Project on terms which:

- 7.5.1 provide that such agreement shall terminate automatically upon termination or expiry of this Agreement for any reason; and
- 7.5.2 incorporate all relevant provisions of this Agreement, insofar as they are applicable to the supplier or Sub-Grantee or sub-contractor, including restrictions on assignment and further sub-contracting, and in any event such agreement shall be no less stringent and no less favourable than the terms and conditions of this Agreement; and
- 7.5.3 include a provision that we shall have the right to enforce such agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.6 You will procure that we and any person nominated by us (including our funders) have the right to audit the activities of any supplier, Sub-Grantee or sub-contractor and examine any agreement or documentation relating to the activities provided by a supplier or Sub-Grantee or sub-contractor and/or relating to the relationship between you and the supplier, Sub-Grantee or sub-contractor in connection with the Project.
- 7.7 You will procure that each supplier, Sub-Grantee or sub-contractor will not sub-contract, or themselves appoint any delivery partner in respect of, any element of the Project without our prior written consent.
- 7.8 You will use all reasonable endeavours to satisfy yourself that your employees, suppliers, Sub-Grantees or sub-contractors (and their employees) are competent to deliver the Project.
- 7.9 You will immediately notify us of any claim brought against you, or your employees, officers or agents arising out of or relating to your performance of the Project including any claim made against any supplier, Sub-Grantee or sub-contractor of which you became aware.

8. VARIATIONS

- 8.1 You will not vary any of the following without our prior written approval:
 - 8.1.1 the Agreed Proposal;
 - 8.1.2 the Outputs and Results;
 - 8.1.3 the Milestones
 - 8.1.4 Project Milestones;
 - 8.1.5 any suppliers, sub-contractors or Sub-Grantees as approved by us in accordance with clause 19; or
 - 8.1.6 the Timetable;
 - 8.1.7 the Award Letter; or
 - 8.1.8 the Project Output Profile.

- 8.2 Any request for approval under this clause 8 shall be made in writing with all supporting information and with as much advance notice as possible and in any event no later than ten (10) Working Days before the date it is required.
- 8.3 Any approval given by us under this clause does not mean that we will become responsible for the matter approved nor (except to the specific extent of the approval) does it reduce or vary any of your obligations under this Agreement.

9. INDEMNITY

- 9.1 Save to the extent that the following is inconsistent with any instruction or direction given to you by the BEIS or any successor body, Department for Work and Pensions or the European Commission which relates directly or indirectly to this Agreement, you undertake to us to indemnify and keep us indemnified against any and all losses, costs, claims, expenses, demands and liabilities (including legal costs and expenses on a full indemnity basis) which we may suffer or incur as a result of any of your acts or omissions or those of your employees, agents, sub-contractors or Sub-Grantees (whether permitted or otherwise) in carrying out the Project.

10. INSURANCE

- 10.1 You will take out and maintain or will procure the maintenance of the insurances referred to in Schedule 14 with a reputable insurance company to cover your liabilities arising out of the Project until all of the Milestones, Outputs and Results have been delivered and when requested by us you shall provide us with evidence (to our reasonable satisfaction) of such cover.
- 10.2 If the Property or the Works or any materials or goods required to undertake the Works comprised in the Project are destroyed or damaged (other than as a necessary part of carrying out the Works) you will procure the rebuilding, reinstatement or replacement of the Property, Works, goods or materials in accordance with the provisions of this Agreement as soon as reasonably practicable and if the insurance proceeds shall be insufficient you shall make any deficiency out of your own moneys.
- 10.3 You will not do or permit anything to be done which may render any policy or policies of insurance void or voidable.
- 10.4 Your insurance policies will include an indemnity to principles clause.

11. PROJECT PROGRESS

You will:

- 11.1 no later than the Project Start Date begin and thereafter diligently carry out the Project in accordance with the terms of this Agreement;
- 11.2 promptly and efficiently complete the Project and achieve the Milestones, Outputs and Results in accordance with the Agreed Proposal and the Timetable and all other requirements for delivery of the Project.

- 11.3 comply with all relevant legislation, Consents, Accreditations and any requirements of any local or other authorities affecting the Project in carrying out the Project;
- 11.4 notify us in writing immediately if you become aware that the Milestones, Outputs and Results for the then current Financial Year of the Project are likely to exceed or are likely to be less than the relevant agreed number of Milestones, Outputs and Results as set out in the Monthly Progress Return;
- 11.5 notify us immediately if you become aware of any issues that may affect delivery of the Project in accordance with the Agreed Proposal and/or the Timetable and/or any other requirements for the delivery of the Project or that may require any material changes to be made in relation to the Project;
- 11.6 attend or host periodic review meetings (at a frequency determined by us but in any event no less than twice per Financial Year) to discuss: progress which we shall assess by reference to your claims, the information in the Outputs Block on OPS, the Participant and/or Beneficiary Organisation Data Forms, information and data collected during Project Monitoring; and any issue(s) impacting upon Project delivery;
- 11.7 co-operate fully with and provide all information and assistance as required by us for the purpose of review of the Project, the Grant, and/or this Agreement;
- 11.8 comply fully with all our requests in relation to any capacity building strategies that may be notified to you by us (including in relation to project succession and exit strategies). You will participate in and comply with all programmes introduced by us in relation to such capacity building strategies. You will further ensure that you introduce a process of continual review of your organisational capacity to deliver the Project and that appropriate steps are taken by you to address any issues that may arise or are identified in relation to such programmes and/or in relation to the implementation of such capacity building strategies;
- 11.9 without prejudice to our rights under clause 14 (Audit), comply fully with all requests in relation to our evaluation strategies and/or requirements, and with all programmes introduced by us in relation to such evaluation strategies and/or requirements from time to time.
- 11.10 prior to enrolling a beneficiary organisation or participant on any Project Activities assess and confirm that such participant is eligible to participate in the Project Activities. The assessment in this regard will be carried out in accordance with the guidance contained in the Evidence Handbook and in accordance with the ESF requirements published on <https://www.gov.uk/guidance/england-2014-to-2020-european-structural-and-investment-funds> as varied from time to time;
- 11.11 **clause not used**
- 11.12 **clause not used**
- 11.13 **clause not used**
- 11.14 **clause not used**

11.15 We shall monitor your compliance with the requirements of this clause 11 any failure to comply with such requirements may be treated by us as a fundamental breach of this Agreement for the purposes of clause 23 (Reduction, Suspension, Withholding and Recovery of Grants) and clause 30 (Termination/Events of Default).

12. PROJECT MANAGEMENT

12.1 You will manage the Project in accordance with the terms of this Agreement, appoint a Project Manager who will be our main contact point for the Project, and give us written details of the identity of the Project Manager.

12.2 You will notify us in writing of any change to the Project Manager, in advance if possible and in any case as soon as practicable. We will notify you of any change to the GLA Representative from time to time.

12.2A In accordance with the guidance set out in the Evidence Handbook, you will retain data and systems needed for verification of each Milestone, Output and/or Result which has been delivered. This information shall be reviewed by us at the periodic review meetings held in accordance with clause 11.6

12.2 B Grantees are responsible for ensuring that all Milestones, Outputs and Results submitted in Claims to the GLA, whether delivered by the Grantee or their sub-Grantees or sub-contractors, are supported by evidence that meets the requirements set out in the Evidence Handbook.

12.3 You will ensure that you maintain a system of internal control which produces and maintains a level of audit compliance which generates documentation which complies with the requirements of Schedule 9, which complies with the ESF requirements as set out in the ESF guidance published on <http://www.dwp.gov.uk/esf/resources/> and which otherwise complies with any specific guidance which may be issued by us from time to time.

12.4 You will take all reasonable steps to ensure the integrity and security of records relating to the Project at all times.

12.5 You will ensure that you have in place appropriate procedures to identify and address risks that may arise in relation to the Project until all of the Milestones, Outputs and Results have been delivered and the Retention Date has been reached, even if this is after the last instalment of Grant has been paid.

12.6 You will promptly comply with all of the reasonable requests or directions of the GLA's Representative in respect of the Project, including in relation to implementing changes to reporting and monitoring requirements and in relation to the implementation of actions to give effect to our policies and strategic objectives from time to time.

12.7 If at any time we determine (in our absolute discretion) that any aspect of your management or delivery of the Project or your compliance with Project reporting and documentation obligations is materially defective, we may (at our discretion as one of our options) require you to compile a Project Improvement Plan, and you must then compile and supply a Project Improvement Plan to us within ten (10) Working Days,

following which we may approve the Project Improvement Plan as it is, approve it subject to modifications, or reject it. For the avoidance of doubt we shall not be required to seek a Project Improvement Plan and may instead, where we consider appropriate, terminate this Agreement.

- 12.8 If we approve the Project Improvement Plan, with or without modification, then you must follow it until its expiry date (if any) or as we indicate otherwise.
- 12.9 Without limiting our rights and remedies under this Agreement, if you fail to produce a Project Improvement Plan, or we reject a proposed Project Improvement Plan, or you fail to follow an approved Project Improvement Plan, we may take any action available to us, including (without limitation) requiring you to complete a further Project Improvement Plan and/or action to reduce or recover Grant or terminate the Agreement in accordance with clauses 23 and 30.
- 12.10 You will ensure that, within three (3) months of the Commencement Date (or if later, on the occasion of the first such workshop or meeting to be provided by us after the Commencement Date), a senior person or persons in your organisation, your Project Manager and all other relevant staff who will be involved in the delivery of the Project will attend an induction workshop or meeting provided by us which will introduce you and your relevant staff to our requirements in relation to, amongst other things, progress monitoring and reporting under this Agreement.
- 12.11 During the Project Period, you will ensure that all relevant staff involved in delivery of the Project will attend seminars and workshops as directed by either us, our assigned partners or the EPMU or its assigned partners which are presented by us or by third parties on (i) sustainability; (ii) equal opportunities and diversity; (iii) capacity building; (iv) project evaluation; and (v) any other subject which we reasonably consider to be pertinent to the Project.
- 12.12 You must ensure appropriate members of staff register as users on OPS and EANR to enable you to
- 12.12.1 digitally sign and agree the Grant Award online (if required by us),
 - 12.12.2 submit the Monthly Progress Return recording the Milestones, Outputs and Results that have been achieved by the project and Eligible Costs incurred achieving the same,
 - 12.12.3 submit a Claim (confirming in doing so that the Claim is made solely in respect of Eligible Costs incurred in delivering Milestones, Project Outputs and Results in the associated Monthly Progress Return are Qualifying Outputs), and
 - 12.12.4 comply with the reporting obligations set out in Schedule 9.
- 12.13 It is your responsibility to maintain appropriate user roles on OPS and EANR on an on-going basis.
- 12.14 We shall monitor your compliance with the requirements of this clause 12 and any failure to comply with such requirements may be treated by us as a fundamental breach of

this Agreement for the purpose of clause 23 (Reduction, Suspension, Withholding and Recovery of Grants) and clause 30 (Termination/Events of Default).

13. PROJECT DOCUMENTATION, REPORTING AND EVALUATION

13.1 You will:

- 13.1.1 keep full, proper and auditable records of the progress of the Project;
- 13.1.2 keep complete and accurate accounting records of all values required for the purposes of the Statement of Delivery Expenditure. These records shall differentiate between funds received pursuant to this Agreement and other monies received by you in relation to the Project;
- 13.1.3 maintain complete and accurate records of key milestones in the Project in accordance with the format set out in the Monthly Progress Return (or such other format as we may require, acting reasonably);
- 13.1.4 retain all Project records until 31 December 2034 (the "Retention Date") or such later date as set out in the ESF requirements from time to time and published on <http://www.dwp.gov.uk/esf/resources/guidance/> following which you may destroy the Project records. If this Agreement terminates earlier than the Project End Date, you must immediately deliver the Project records (or complete and accurate certified copies of them) to us unless otherwise advised by us;
- 13.1.5 without prejudice to clause 14, supply copies of all Project records to the Auditor on request;
- 13.1.6 without prejudice to clause 14, permit us, Sponsors, the Department of Work and Pensions and the Auditor (as defined at clause 14) at all reasonable times and on giving you reasonable notice to inspect the Project, any sites at which Project Activities are taking place and all Project records and take copies of them, as required;
- 13.1.7 comply fully with the reporting and evaluation requirements in Schedule 9; and
- 13.1.8 tell us where the records referred to in this clause are stored and tell us if there is any change to the location of where the records are stored.

13.2. For the avoidance of doubt you shall:

- 13.2.1. comply with all and any evaluation framework and guidance provided by the GLA from time to time and shall upon request complete an evaluation return and submit an evaluation report in such form and within such timescales as the GLA may require from time to time; and
- 13.2.2 provide us with all reasonable support in relation to the evaluation of the Project, either by us or by our nominees, including the provision of personal Participant and/or Beneficiary Organisation data and contact

details (where permitted under clause 33), access to your staff, Participants and/or Beneficiary Organisations, stakeholders, Sub-Grantees and sub-contractors engaged in or about the Project and assistance with consultation exercises with those mentioned above.

- 13.3 Any failure to comply with the requirements of this clause 13 and/or Schedule 9 shall be a fundamental breach of this Agreement for the purpose of clause 23 (Reduction, Suspension, Withholding and Recovery of Grants) and clause 30 (Termination/Events of Default)

14 AUDIT

- 14.1 You will liaise with our internal audit personnel, external audit personnel from other relevant organisations (for example, (without limitation) Sponsors, the European Commission, Department of Business, Energy and Industrial Strategy (BEIS) or any successor body, Department of Work and Pensions) and/or any quality assurance partner (as the case may be) as notified by us to you in relation to the Project (the “**Auditor**”).

- 14.2 You will:

14.2.1 allow immediate access to your business premises during Business Hours to allow us to view delivery with Participants and/or Beneficiary Organisations as it takes place;

14.2.2 (upon reasonable notice) allow full access to your business premises and the Project records throughout the Project Period and until 31 December 2031 or such later date as set out in the ESF requirements from time to time and published on <https://www.gov.uk/guidance/england-2014-to-2020-european-structural-and-investment-funds> for us, our authorised representatives, Sponsors, EPMU, the Department for Work and Pensions, the European Commission and each of their representatives and/or auditors, and such other auditors which we may appoint from time to time, to audit, inspect and take copies of such documents in connection with the Project and the Grant;

14.2.3 provide oral and/or written explanations of relevant documents (or their absence);

14.2.4 provide unrestricted access to interview employees, Participants and/or Beneficiary Organisations and other stakeholders engaged in or about the Project;

14.2.5 provide, free of charge, all facilities that we may reasonably require for conducting such audit, inspection and examination, which may include but are not limited to facilities such as photocopying.

14.2.6 upon request provide contact details and/or such other assistance required by us in order to interview Project stakeholders including for example (without limitation) employers, educational establishments and informal partners such as referral agents.

- 14.3 Where you sub-contract work or make any sub-grant to other organisations in order to deliver any aspect of the Project, you will procure that the GLA and/or the Auditor shall have access to relevant records and the ability to interview employees of any sub-contractor and/or Sub-Grantee and you shall incorporate provisions equivalent to clauses 14.1 and 14.2 in your agreement with sub-contractors and Sub-Grantees.
- 14.4 Without prejudice to clause 14.2, you will if requested to do so provide us with copies of your internal management accounts or financial records and provide oral and/or written explanations relating to the financial status of your business.
- 14.5 You will provide Ofsted and/or its representatives with access to your business premises and the Project records upon reasonable notice in order to carry out an inspection of any ESF training activity delivered by you and you will provide Ofsted with copies of such documents as it considers necessary in connection with the Project.
- 14.6 You agree and acknowledge that the GLA may, at its unfettered discretion and without first providing notice to you, approach any Participant and/or Beneficiary Organisation, individual or organisation, whose involvement in the Project generates any one or more of the Milestones, Outputs and Results, for the purposes of verifying the Milestones, Outputs and Results claimed by you.

15 STANDARDS IN PUBLIC LIFE

- 15.1 You will ensure that you have at all relevant times appropriate financial accountancy and management information systems or arrangements in place to ensure financial regularity and propriety in the operation of your business.
- 15.2 We, our authorised representatives, Sponsors and the Auditor may investigate your internal procedures and the probity, economy, efficiency and effectiveness with which you have disbursed the Grant in the delivery of the Project and in connection therewith you will provide copies of all data (in whatever media stored), documentation and information which we, our authorised representatives and/or the Auditor may request.
- 15.3 You will promptly give us and the Auditor such other information as either shall request in relation to your business, financial systems, controls and financial resources for the purposes of conducting any investigation pursuant to clause 15.2.
- 15.4 You will maintain an anti-fraud policy and/or anti-fraud procedures and practices which shall be communicated to all employees, sub-contractors and Sub-Grantees (where appointed) working on the Project. This policy shall include provision for raising concerns outside your internal management chain directly to us in relation to matters associated with perceived fraudulent activity.
- 15.5 We may subject any Project records held by you in connection with this Agreement to certification or report by the Auditor and/or other external or government auditors.
- 15.6 You will allow access by any organisation or organisations selected by us to act as the capacity building deliverer or in order to carry out a qualitative assessment in relation to your internal financial procedures and to carry out audit training (where applicable).

- 15.7 Where weaknesses are identified in your or your Sub-Grantees' or sub-contractors' systems of control you will provide to the Auditor and us within four (4) weeks of notification of such weaknesses an action plan response setting out your plans to address those weaknesses.
- 15.8 You and all persons under your control will act in accordance with ethical business standards and will use appropriate procedures and controls to ensure that real or apparent impropriety is avoided, and which prevents any action that may be in conflict or has the appearance of being in conflict with the best interests of the GLA or the Project. This obligation will include precautions to prevent:
- 15.8.1 the making, providing or offering of gifts, inducements or entertainment of more than £50; and
- 15.8.2 payments, loans or considerations being made to our members or officers or members or officers of any other public or government or European body or any Auditor as an inducement or reward for any act in relation to obtaining or delivering your obligations under this Agreement or for showing favour in relation to the Project.
- 15.9 You must inform us, immediately, in writing, if you are charged or convicted (or any of your office holders, directors, officers, employees or representatives are charged or convicted) of any criminal offence related to business, professional conduct or dishonesty.
- 15.10 Any non-compliance with the requirements of clause 15 shall be a fundamental breach of this Agreement for the purposes of clause 23 (Reduction, Supervision, Withholding and Recovery of Grants) and clause 30 (Termination/Events of Default).

16 EQUAL OPPORTUNITIES AND DIVERSITY

- 16.1 You will:
- 16.1.1 comply with all applicable existing and future equal opportunities laws, regulations and guidance and GLA guidance in relation to race, nationality, ethnicity, disability, gender, sexual orientation, age, religion or belief; and
- 16.1.2 as a manager, employer, and provider of Project Activities do all you reasonably can to support the GLA in the compliance of the Public Sector Equality Duty, along with the commitment to eliminate all forms of discrimination in your employment practices and in the delivery of Project Activities in relation to sex, religion or belief, race, ethnicity, nationality, disability, age and sexual orientation, in accordance with an established and implemented equal opportunities policy.
- 16.2 You shall at all times ensure that the Project promotes diversity, values the diversity of people within the London region, and demonstrates a commitment to equal opportunities in your employment practices, and in the provision of goods, products and Project Activities.

- 16.3 You will take all reasonable steps to ensure that all Sub-Grantees and sub-contractors engaged in connection with this Agreement comply with the requirements of clauses 16.1 and 16.2.
- 16.4 We shall monitor your compliance with the requirements of this clause 16 and any failure to comply may be treated by us as a fundamental breach of this Agreement for the purpose of clause 23 (Reduction, Suspension, Withholding and Recovery of Grant) and 30 (Termination/Events of Default).

17 REPUTATION, USE OF PROGRAMME LOGO, PROMOTION OF THE PROJECT

- 17.1 You will not knowingly or recklessly do, or, actively or by omission, permit to be done or occur, anything that may attract adverse publicity to, or damage the reputation of, the Greater London Authority (including the Mayor of London) and/or the Department of Work and Pensions and/or the Department for Communities and Local Government.
- 17.2 You will obtain our prior written consent via the GLA Representative before engaging in any promotional activity or making any public statements or press releases in relation to the Project or this Agreement in relation to the form and content of any such activity or statement or release.
- 17.3 Subject to clause 17.2, we grant to you for the Project Period, a non-assignable, non-exclusive licence, to the Programme Logo solely for the purposes of the Project, but not for any other purpose. Save as required to enable you to comply with Clause 17.6 you shall not be entitled to grant sub-licences of this licence and in any event, you shall acquire no rights or interest in respect of the Programme Logo.
- 17.4 You will use the Programme logo and comply with our reasonable instructions in respect of all communications, marketing activities and materials relating to the Project, this Agreement or otherwise as and when requested by us.
- 17.5 You grant to us a royalty-free, perpetual, irrevocable, worldwide non-exclusive licence (including the right to sub-licence) to use all marketing materials provided to us by you for the purpose of promoting the Project. You undertake as a fundamental term of this Agreement that such materials do not and shall not in the future infringe the Intellectual Property Rights of any third parties. You will indemnify and keep us indemnified in respect of all losses, costs, claims liabilities and expenses (including legal costs and expenses on a full indemnity basis) suffered or incurred by us as a result of any breach of the provisions of this clause 17.5.
- 17.6 You will ensure when you provide funding from the Grant to third parties (whether pursuant to a contract, grant or gift) that it is a condition of such provision that the recipient uses the Programme Logo in all publicity and promotional activity relating to the Project but for no other purpose.
- 17.7 You shall inform us via the GLA Representative in writing at least ten (10) Working Days in advance of all Project promotional events to enable us to maximise any promotional opportunities.

- 17.8 You will also comply with the additional publicity requirements set out in Schedule 12 (if any).

18 NOT USED

- 18.1 Not Used

19 ASSIGNMENT AND SUB-CONTRACTING

- 19.1 Your rights to Grant pursuant to this Agreement are exclusive to you and are not assignable or transferable.
- 19.2 You shall not be entitled to sub-contract any of your obligations under this Agreement or make any sub-grant under this Agreement without our prior written consent, which consent may be given or withheld in our absolute discretion, and if given may be made subject to any conditions which we consider necessary. We may withdraw our consent to any Sub-Contractor or Sub-Grantee on reasonable grounds.
- 19.3 Notwithstanding any permitted sub-contracting or appointment of a Sub-Grantee you will remain wholly responsible for the acts and omissions of all Sub-Grantees and sub-contractors as if their acts or omissions were your own acts or omissions.

20 ADDITIONAL PROJECT FUNDING SOURCES

- 20.1 You will notify us in the Monthly Progress Return of the amounts of any other funding (additional to that described in the Agreed Proposal) including other public sector funding (if any) and/or guarantees secured or offered for the Project as soon as it is approved.
- 20.2 Without prejudice and in addition to our rights under clause 22.8 where additional funding is obtained for the Project (in excess of that disclosed in the Monthly Progress Return) so that total funding available for the Project exceeds the total cost of the Project, we reserve the right to agree with you how the additional monies will be applied.
- 20.3 You will not be entitled to declare or count the Milestones, Outputs and Results under any other agreement or funding arrangement as Milestones, Outputs and Results under this Agreement save where specifically requested by us. Milestones, Outputs and Results under this Agreement shall not count as Milestones, Outputs and Results under any other agreement or funding arrangement.

21 LIMITATION ON THE USE OF GRANT

- 21.1 You shall only include in any Claims made to us under this Agreement sums calculated in accordance with Schedule 2 of this Agreement for Eligible Costs incurred in the delivery of Milestones, Outputs and Results as set out in the Monthly Progress Return.

- 21.2 Notwithstanding clause 21.1, you will not Claim for or use any part of the Grant in respect of the following:
- 21.2.1 support or assistance, whether directly or indirectly, for activities which may be perceived as political or of an exclusively religious nature or which may bring the GLA or the Mayor of London into disrepute;
 - 21.2.2 works, services, supplies or activities which a person has a statutory duty to provide (except with our prior written consent);
 - 21.2.3 any recoverable VAT payable on any taxable supplies made to third parties in respect of the Project save as specifically authorised in writing in advance by us;
 - 21.2.4 any amounts payable as a result of your default or the default of any Sub-Grantee or sub-contractor;
 - 21.2.5 any loss or damage resulting from an insured risk;
 - 21.2.6 any additional costs incurred due to increased expenses of the Project;
 - 21.2.7 the acquisition of any Capital Assets with a cost exceeding £1,000.00 (including non-recoverable VAT); and/or
- 21.3 You will not Claim or use any part of the Grant so that, where additional funding is obtained for the Project (in excess of that disclosed in the most recent Monthly Progress Return), total funding available for the Project exceeds the total cost of the Project.

22 PAYMENTS OF GRANT

- 22.1 We:
- 22.1.1 shall not be obliged to pay any part of the Grant to you unless we are satisfied that the conditions specified in clause 22.2 have been met.
 - 22.1.2 may, in our absolute discretion and on such terms as we may specify, agree to pay part of the Grant to you before some or all of the conditions in clause 22.2 have been met, but if we do so this will not prejudice our right to refuse to pay any further funding until those conditions are met.
- 22.2 The conditions referred to in clause 22.1 are:
- 22.2.1 the GLA being satisfied that you have (and continue to have) sufficient funding (whether from your own resources or otherwise) to complete the Project in accordance with the requirements for delivery of the Project as set out in the Agreed Proposal;
 - 22.2.2 the GLA having received such evidence as it considers necessary to establish that the representations and undertakings on your part in this Agreement are true, accurate and correct in all material respects and are not misleading;

22.2.3 the GLA having received a duly executed copy of this Agreement from you and a correctly completed Claim.

22.3 Where this Agreement refers to funding beyond the Current Financial Year, such funding shall be conditional on us issuing a supplementary Award Letter to you confirming the maximum sum for that Financial Year. Until an Award Letter is issued, we shall not be obliged under this Agreement or on any other grounds including any claimed or alleged legitimate expectation on your part, in relation to the provision of funding for Future Financial Years, and any reference in this Agreement or elsewhere relating to potential funding for Future Financial Years is indicative only.

22.4 Subject to the provisions of this Agreement, we shall make payments of Grant into the bank account specified in the Particulars or such other account as you shall notify to us in writing. Where there are multiple Grantees in this Agreement each Grantee agrees that the payments of Grant will be made into the bank account specified in the Particulars or such other account as is notified to us in writing and that such Grantee who is named in the Particulars or otherwise will hold the Grant funding on behalf of all the other Grantees as set out in this Agreement. Each instalment of Grant (not exceeding in total the Maximum Sum) will be paid within thirty (30) Working Days of receipt by us of a valid and correct Claim for an instalment of Grant submitted in accordance with this clause 22.

22.5 Unless we otherwise agree, we shall not be liable to give (or as the case may be to continue to give) Grant (or any instalment of Grant):

22.5.1 unless a Claim for an instalment of Grant:

- (a) includes valid, completed, accurate and up-to-date versions of the following documents:
 - i. the completed Transaction List outlining all elements of expenditure you wish to claim reimbursement for;
 - ii. the Monthly Progress Return confirming the actual Milestones, Outputs and Results delivered and Eligible Costs incurred in the delivery of the same as submitted on OPS;
 - iii. the Participant Data Form (for Outputs and Results funded under ESF Investment Priorities 1.1, 1.2 and 1.4 and ESF Investment Priority 2.1 only);
 - iv. the Beneficiary Organisation Data Form (for Milestones, Outputs and Results funded under ESF Investment Priority 2.2 only);
 - v. the Evidence;
 - vi. the Project Risk Register Update;
 - vii. a Project Case Study; and
 - viii. any further information which the GLA requests from time to time.

- (b) relates to Eligible Costs, Milestones, Outputs and/or Results in relation to which you have not submitted any other Claim to us;
- (c) has been submitted in accordance with the provisions of Part 3 of Schedule 2;
- (d) is for a sum not exceeding the maximum payment for the relevant claim period less any relevant sums already paid by the GLA.

22.5.2 if an Event of Default has occurred and is continuing;

22.5.3 if the representations and undertakings made in clause 2 do not remain true and correct in all material respects and are not misleading.

22.6 If, prior to the expiry of the Project Period, a Claim for any instalment of Grant is submitted, which if paid would result in the total funding received by you under this Agreement at that time equalling or exceeding 90 per cent of the Maximum Sum, we may in our absolute discretion withhold from that and any subsequent instalment an amount not exceeding in total 10 per cent of the Maximum Sum, which amount shall be paid to you upon expiry of the Project Period but subject to no Event of Default having occurred and continuing and the other provisions of clause 22.5 having been complied with.

22.7 If we (acting reasonably) determine that any Milestone, Output or Result or cost in respect of which an instalment of Grant has been paid is not a Qualifying Output, or Eligible Cost or that we have paid more than we are liable to pay under this Agreement, you shall forthwith on demand in writing re-pay to us the amount stipulated by us as having been overpaid.

22.8 We reserve the right to reduce the Maximum Sum by an amount equivalent to any financial assistance for the Project that you receive from any other source (other than that specified in the Project Agreed Proposal) or if you accept any offer thereof.

22.9 You acknowledge that:

;

22.9.1 the Grant allocated to a particular Financial Year is available for that Financial Year only; and

22.9.2 the allocation of items of costs in the Agreed Proposal against which payment of Grant shall be made shall not be altered during the Project Period without our prior written consent

22.10 You shall prepare and submit to us an end of Financial Year claim no later than 28 February in each Financial Year in respect of which Grant payment has been or is to be sought, which shall cover all Eligible costs incurred and Milestones, Outputs and Results delivered pursuant to the Project to date (save to the extent that such Eligible Costs, Milestones, Outputs and Results have previously been the subject of a Claim),

plus a prudent estimate of all outstanding Milestones, Outputs and Results to be delivered pursuant to the Project to the end of that Financial Year (on 31 March).

22.11 Clause not used.

22.12 As soon as reasonably practicable after the end of each Financial Year in respect of which Grant payment has been or is to be sought and by such date as we shall specify (provided always that such date shall be no later than 31 July in the Financial Year immediately succeeding that Financial Year (the "Final Statement Date")) you shall submit to us, in accordance with the requirements of Schedule 9, a Statement of Delivery Expenditure (Schedule 11) which shall confirm actual Milestones, Outputs and Results delivered and the associated drawdown of finance from us.

23 REDUCTION, SUSPENSION, WITHHOLDING AND RECOVERY OF GRANT

23.1 We may reduce, suspend, or withhold the Grant, or require all or part of the Grant to be repaid (or require Capital Assets to be transferred where the purchase of such assets was wholly funded by us) if:

23.1.1 we judge progress in relation to the Project to be unsatisfactory which shall include (without limitation) any failure to deliver the Milestones, Outputs and Results set out in the Agreed Proposal;

23.1.2 you fail to comply with any term or condition of this Agreement;

23.1.3 the Grant is terminated in accordance with clause 30 (Termination/Events of Default);

23.1.4 there is any change to the Project which we have not previously approved in writing;

23.1.5 any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement without our prior written consent;

23.1.6 any information provided in the Project Application Form, or in a Claim for payment, or in subsequent or supporting correspondence, is found to be incorrect, untrue or incomplete to an extent which we consider to be material;

23.1.7 a charge is taken on any Capital Asset without our prior written consent;

23.1.8 there is an unauthorised attempt to dispose of a Capital Asset;

23.1.9 there is a failure to keep and maintain records as required by this Agreement;

23.1.10 there is a failure to provide reports or to provide information or explanations as required by this Agreement;

23.1.11 there is a failure to provide access for appointed Evaluator(s) to a reasonable number of Participants and/or Beneficiary Organisations who have achieved

a variety of outputs and results during the Project as deemed sufficient in the reasonable opinion of the GLA or the Evaluators;

23.1.12 the Grant is not being used or has not been used for the purpose for which it was given;

23.1.13 any Accreditations or Consents have been withdrawn or you have failed to maintain or gain appropriate Accreditations or Consents required to deliver the Project;

23.1.14 there is financial irregularity impropriety or negligence in relation to the operation of the Project or your business which is not rectified within the timescale specified by us (if any);

23.1.15 we have been informed by the Auditor that you have not co-operated fully with the audit requirements under this Agreement;

23.1.16 there has been an overpayment of Grant;

23.1.17 there is a change in your activities such that those activities are inconsistent with the Milestones, Outputs and Results;

23.1.18 we are required to repay funding from which the Grant was allocated;

23.1.19 we reasonably believe that not all relevant laws have been complied with in the performance of the Project;

23.1.20 we have consented to a change in the Project which in our opinion (acting reasonably) reduces the amount of Grant needed;

23.1.21 you do not file, by the due date, any accounts, returns or other documents which you are required to file at Companies House, with HM Revenue and Customs or with any other Government body or agency;

23.1.22 we are required to do so as a result of a decision by the European Commission or as a result of any obligation arising under Community law;

23.1.23 clause not used;

23.1.24 we are required to do so because an external source of match funding has been reduced by a Sponsor (beyond the control of the GLA). In such cases the GLA will reduce the overall funding by the same amount as that by which the Sponsor's funding has been reduced plus an equivalent amount of ESF that they GLA will be unable to be drawn down to support the project:

23.1.25 if, as a result of a review meeting pursuant to clause 11.6 or an audit pursuant to clause 14, we discover that you have failed to act in accordance with clause 22.7;

23.1.26 if, as a result of an audit pursuant to clause 14, the Auditor discovers that you have failed to act in accordance with clause 22.7; or

23.1.27 any other circumstances arise, or events occur that in our opinion (acting reasonably) are likely to adversely affect your financial standing or status or ability to deliver the Project in accordance with the requirements of this Agreement, or result in a risk that the Project as approved will not be completed.

23.2 The GLA may also in addition to but without prejudice to its other rights to terminate this Agreement and at its sole discretion terminate this Agreement at any time giving six (6) calendar months' notice in writing to the Recipient and in doing so clause 31.4 shall apply.

23.3 The provisions of this clause 23 are without prejudice to any other rights or remedies we have under this Agreement including those set out in clause 30 (Termination/Events of Default) or otherwise at law or in equity.

23.4 You agree that on receipt of notice requiring repayment of Grant you will make such repayment within twenty (20) Working Days of receipt of such notice.

23.5 clause not used

24 CLAWBACK

24.1 We, the European Commission, and/or the Government may in certain circumstances require Grant to be repaid. This is known as "clawback".

24.2 Clawback may be enforced where you fail to comply with this Agreement (in particular if one of the circumstances listed in Clause 23 occurs) or if you fail to comply with any relevant European Structural Fund requirements (where applicable). The European Commission or the Government may also enforce clawback where the Grant has been used for purposes other than those specified in this Agreement or where you dispose (by way of sale, charge, lease, loan, gift or otherwise) of any Capital Asset or other item of equipment acquired, built or improved wholly or partly using the Grant. In such cases, clawback is entirely at the discretion of the European Commission and/or the Government and it is impossible for us to be definitive as to the circumstances in which clawback may be enforced. Consequently:

24.2.1 You will, if required by us, the European Commission or the Government immediately transfer to us, the European Commission the Government or any other third party as we shall direct any property purchased or improved using the Grant; and

24.2.2 If we or the European Commission or the Government require repayment of the whole or part of the Grant you must repay to us the whole or part of the Grant, as appropriate within twenty (20) Working Days of demand being made for such repayment.

25 INTEREST ON LATE REPAYMENT OF GRANT

If you fail to re-pay to us any sums due under this Agreement within twenty (20) Working Days of demand, interest shall accrue at the Interest Rate on the amount due to be paid from the due date until payment is made, both before as well as after judgment having been obtained.

26 CAPITAL ASSETS

- 26.1 During the useful life of a Capital Asset, and notwithstanding the termination or expiry of this Agreement, no Capital Asset shall be sold, charged, loaned, or otherwise disposed of or cease to be used for the purposes of the Project without our prior written consent and such consent (if given) may be conditional on repayment to us of the relevant part of the Grant and shall be subject to clause 27 (GLA Interest in Capital Assets).
- 26.2 You will procure the maintenance of an insurance policy with an insurer of good repute for every Capital Asset which covers 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, we will not be obliged to pay for its replacement or repair.
- 26.3 You will keep a register of all Capital Assets which shall be accessible to us on request at all reasonable times. Where Grant is used for the purchase of a Capital Asset it must be included on the register of Capital Assets. The register shall include the following information for each Capital Asset:
- 26.3.1 the date of purchase;
 - 26.3.2 a description sufficient to identify it;
 - 26.3.3 the purchase price excluding recoverable VAT;
 - 26.3.4 any third-party interests or charges over the Capital Asset (e.g. a bank charge if a bank has lent money for the purchase for the Capital Asset);
 - 26.3.5 the location of the documentation showing your title to the Capital Asset;
 - 26.3.6 the location of the Capital Asset;
 - 26.3.7 (if applicable) the date of disposal and the amount of any sale proceeds (net of VAT) and
- 26.4 For the avoidance of doubt in the event that we consent to your disposal or cessation of use in the Project of any Capital Asset (pursuant to clause 26.1) you 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 therefrom) from the Capital Assets to which such consent relates.
- 26.5 The provision of this clause 26 shall survive the termination or expiry of this Agreement.

27 GLA INTEREST IN CAPITAL ASSETS

- 27.1 Where a Capital Asset is disposed of we may require you to reimburse us with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred. For the avoidance of doubt where the Capital Asset was partly Grant funded we may require the reimbursement of the percentage of the net sale value which represents the proportion which the initial Grant contribution bears to the original purchase price (excluding VAT).
- 27.2 Unless otherwise agreed by us all disposals of Capital Assets shall be at the best price reasonably obtainable based on an open market valuation evidenced in writing.
- 27.3 The provisions of this clause 27 shall survive termination or expiry of this Agreement.

28 DEVELOPMENTS

- 28.1 You will immediately disclose to us, in such detail as we may reasonably require, all Developments created or put into use during the Project Period, and the requirements of clauses 28.2 to 28.4 (inclusive) shall apply to Developments, unless we agree otherwise in writing.
- 28.2 You will ensure that you will take all necessary steps to protect all Intellectual Property Rights in Developments arising from work carried out by you or on your behalf in connection with the Project ("Project IP").
- 28.3 Project IP will be owned by you provided always that:
- 28.3.1 you hereby grant a perpetual, non-exclusive, irrevocable, worldwide, royalty-free license to us to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, our discharge of our statutory duties and powers; and
- 28.3.2 where [income/revenue] is generated from your commercial exploitation or facilitation by another of the commercial exploitation of Project IP we may in our discretion: (i) reduce any further payments of the [Grant] to you by; and/or (ii) require you to repay to us, an amount of the [Grant] equivalent of such [income/revenue].

29 VALUE ADDED TAX

- 29.1 This Agreement is based on the fact that it is not a contract for services. Accordingly, the payment of Grant is not subject to VAT. If HM Revenue and Customs subsequently rule that VAT is payable, then the amount of the Grant shall be deemed to be inclusive of any VAT. We will not be obliged to make any further payment in addition to the Grant in respect of any VAT which may be payable in relation to this Agreement.
- 29.2 If you become liable to pay VAT in relation to any payments due to any Sub-Grantee or sub-contractor in connection with this Agreement and such VAT was not included within the Maximum Sum (and so becomes an additional cost to the delivery of the Project), you will be required to fund such additional cost out of your own resources.

- 29.3 If you become entitled to recover the VAT on any items for which you have received a payment of Grant pursuant to this Agreement you will immediately notify us of this in writing and will repay the amount or amounts equivalent to such recovered VAT within twenty (20) Working Days of receipt of such recovered VAT by you.

30 TERMINATION / EVENTS OF DEFAULT

- 30.1 Without prejudice to any other rights which we may have, we may give written notice to you terminating this Agreement with immediate effect if any of the following events ("**Events of Default**") occur:
- 30.1.1 We have exercised our right to withhold or suspend all or any part of the Grant and/or required that all or any part of the Grant be repaid in accordance with clause 23 and/or clause 24;
- 30.1.2 We have exercised any right to withhold or suspend all or any part of any grant and/or have required that you repay all or any part of any grant pursuant to any other agreement made between us from time to time, or you have committed any event or omission of default which gives us the right to terminate, or we otherwise become entitled to terminate, any other agreement made between us from time to time;
- 30.1.3 You, if you are an individual (or if more than one individual then any one of you):
- 30.1.3.1 are the subject of a bankruptcy petition;
- 30.1.3.2 are the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 (as amended); or
- 30.1.3.3 enter into any composition, moratorium or other arrangement with your creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 (as amended).
- 30.1.4 If you are a body corporate (or if more than one body corporate, then any one of you) and:
- 30.1.4.1 a proposal for a voluntary arrangement is made under Part I of the Insolvency Act 1986 or your directors resolve to make such a proposal;
- 30.1.4.2 a petition for an administration order is presented under Part II of the Insolvency Act 1986 (as amended) or your directors resolve to present such a petition;
- 30.1.4.3 a receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of your property (or part of it) is appointed;
- 30.1.4.4 a resolution for your voluntary winding up is passed under Part IV of the Insolvency Act 1986 (as amended) or a meeting

of your 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);

30.1.4.5 a petition for your winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 (as amended) or a resolution is passed that it be wound up by the court; or

30.1.4.6 an application is made under section 425 of the Companies Act 1985 (as amended) or a proposal is made which could result in such an application.

30.1.4.7 you enter or propose to enter into any arrangement, moratorium or composition with your creditors; or

30.1.4.8 you are dissolved, or removed from the Register of Companies, or cease to exist (whether or not you are capable of reinstatement or reconstitution).

30.1.5 There is a change of Control in respect of you;

30.1.6 You purport to assign your rights or obligations under this Agreement other than in accordance with this Agreement;

30.1.7 You cease, or threaten to cease, to carry on the whole or a substantial part of your business;

30.1.8 You are convicted (or being a company or body corporate, any of your directors, officers or representatives are convicted) of a criminal offence related to business, professional conduct or dishonesty;

30.1.9 You fail to disclose any material misrepresentation in supplying information required by us in or pursuant to this Agreement;

30.1.10 You fail to comply with the obligations imposed on you by clauses 3.1, 3.12, 3.12, 3.13, 3.14, 3.15, 3.16, 5, 7.5, 10, 11, 12, 13, 15.8, 16, 17.1, 21, 33, 35 or otherwise if you are in material breach of any term of this Agreement; or

30.1.11 You are prevented from performing your obligations under this Agreement as a result of Force Majeure for a continuous period of not less than 60 days or for periods totalling in aggregate 75 days during the Project Period.

30.2 You shall notify us immediately in writing if you are subject to a change of Control.

31 CONSEQUENCES OF TERMINATION

31.1 Termination or expiry of this Agreement (however caused) shall be without prejudice to any rights or liabilities accrued at the date of termination or expiry. However, we shall

(subject to the Clause 31.4) cease to have any obligation to pay any further amounts of Grant, including payment of any overdue or outstanding Claims.

- 31.2 We may require immediate repayment of all or part of the Grant paid, and we may require interest to be paid at the Interest Rate from the date of payment of the Grant to the date of repayment, both before as well as after judgment.
- 31.3 Your obligations under the following clauses shall continue after termination or expiry:
- 31.3.1 Clause 3 relating to Procurement, Best Value and State Aid;
 - 31.3.2 Clause 13 relating to Project Documentation and Reporting;
 - 31.3.3 Clause 14 relating to Audit;
 - 31.3.4 Clause 15 relating to Standards in Public Life;
 - 31.3.5 Clause 17 relating to GLA Reputation, Use of GLA Logo, Promotion of the Project;
 - 31.3.6 Clause 23 relating to Reduction, Suspension Withholding and Recovery of Grant;
 - 31.3.7 Clause 24 relating to Clawback;
 - 31.3.8 Clause 25 relating to Interest on Late Repayment of Grant;
 - 31.3.9 Clause 26 relating to Capital Assets;
 - 31.3.10 Clause 27 relating to GLA Interest in Capital Assets;
 - 31.3.11 Clause 28 relating to Developments;
 - 31.3.12 Clause 30 relating to Termination/Events of Default;
 - 31.3.13 Clause 31 relating to Consequences of Termination;
 - 31.3.14 Clause 32 relating to Transfer of Responsibility on Expiry or Termination;
 - 31.3.15 Clause 33 relating to Confidentiality, Data Protection and Freedom of Information;
 - 31.3.16 Clause 34 relating to Law, Jurisdiction and Dispute Resolution;
 - 31.3.17 Clause 39 relating to Notices;
 - 31.3.18 Clause 42 relating to Entire Agreement; and
 - 31.3.19 Clause 43 relating to Exclusion of Third-Party Rights.
- 31.4 In the event that the GLA terminates this Agreement pursuant to Clause 23.2 the GLA shall pay to the Grantee a pro-rated sum calculated by reference to Claims validly made fully in accordance with this Agreement in respect of Eligible Costs incurred in

the achievement and delivery of Qualifying Outputs up to the expiry of the notice period.

32 TRANSFER OF RESPONSIBILITY ON EXPIRY OR TERMINATION

- 32.1 Should we consider that a transfer of responsibility in respect of Project Activities, employees, Participants and/or Beneficiary Organisations or otherwise is necessary or desirable at any time during or in anticipation of the cessation of the Project, and/or upon the expiry or termination of this Agreement, you shall at no additional cost to us promptly provide such assistance (including the preparation of an exit plan or transitional plan) in such form as we specify) and comply with such timetable as we may reasonably require for the purpose of ensuring an orderly transfer of responsibility. We shall be entitled to require the provision of such assistance both prior to and for a reasonable period of time (not being more than twelve (12) months) after the expiry or termination of this Agreement. You will provide such assistance to us and/or such other entity as we shall direct.
- 32.2 The assistance referred to in Clause 32.1 may include the delivery or destruction of documents and data in your possession or control which relate to the Grant or the Project.
- 32.3 On any transfer of responsibility, your employees who have been engaged in relation to the Project may have rights under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”). You shall comply with all your obligations under TUPE and shall indemnify us against any losses, liabilities, claims, costs and expenses (including legal costs and expenses on an indemnity basis) that we may incur if TUPE applies (i) in respect of any period up to, and including, the date when any such employees' contracts of employment are transferred under TUPE and (ii) as a consequence of such transfer.
- 32.4 We shall be entitled to novate this Agreement or any part thereof to a body appointed to manage any part of this Agreement, the Project or the Grant and to any other body which substantially performs any of the functions similar to or that previously had been performed by us. You agree to provide all reasonable assistance and sign all documents (including a novation agreement) to give effect to such novation, provided that such novation shall not increase the burden of your obligations under this Agreement.

33 CONFIDENTIALITY, DATA PROTECTION, FREEDOM OF INFORMATION AND TRANSPARENCY

- 33.1 Unless we notify you otherwise, you will treat as confidential all documents and information provided by us to you or otherwise arising during or in connection with the Project or this Agreement (“**Confidential Information**”) and the Confidential Information shall not be used by you except for the purposes for which it was made available. Confidential Information shall not (subject to the provisions of clauses 33.2 and 33.3) be disclosed by you to any other person without our prior written consent.

- 33.2 To the extent necessary to implement the provisions of this Agreement ("**Permitted Purpose**") you may disclose the Confidential Information to those of your employees, sub-contractors and Sub-Grantees as it may be reasonably necessary or desirable so to do provided that before any such disclosure you shall use your best endeavours to make those employees, sub-contractors and Sub-Grantees aware of your obligations of confidentiality under this Agreement and shall at all times procure compliance with those obligations by those employees, sub-contractors and Sub-Grantees.
- 33.3 The obligations imposed by this clause 33 shall not apply to any Confidential Information which:
- 33.3.1 at the time of disclosure is in the public domain;
 - 33.3.2 after disclosure enters the public domain by publication or otherwise through no fault of your own;
 - 33.3.3 is developed entirely independently of information disclosed or obtained under this Agreement and from a source lawfully disclosing such information;
 - 33.3.4 is required to be disclosed by law; or
 - 33.3.5 is lawfully made available to you from sources independent of us.
- 33.4 This clause 33 does not prevent us from using data processing techniques, ideas and know-how gained during the performance of this Agreement in the furtherance of our normal business, provided that this does not relate to a disclosure of Confidential Information or an infringement by us of your or any third party's intellectual property rights. This clause 33 is subject always to the provisions of clause 45.
- 33.5 The parties shall ensure that information acquired by the parties in the delivery of this Grant Agreement (and also, in the case of the Grantee, the Grantee shall ensure that information acquired by Sub Grantees and/or any sub-contractor in the delivery of this Grant Agreement) will at all times comply with the Data Protection Laws, and all Personal Data acquired by either party from the other shall be returned to the disclosing party on request. Both parties hereby acknowledge that performance of a duty imposed by the Data Protection Laws shall not constitute a breach of any obligation in respect of confidentiality which may be owed to the other party. This clause 33 shall not affect the GLA's ability to make a search on the Grantee with a credit reference agency.
- 33.6 With respect to the parties' rights and obligations under this Grant Agreement the parties agree that:
- 33.6.1 they are both separate Controllers for the purposes of the Data Protection Laws;
 - 33.6.2 the framework of all data sharing pursuant to this Agreement between the parties shall comply with the Data Protection Laws; and

- 33.6.3 the parties shall enter into a separate data sharing agreement (in the form the GLA directs) prior to any sharing of Personal Data by the Grantee with the GLA pursuant to this Agreement either:
- 33.6.3.1 on a Controller to Controller basis; and/or
 - 33.6.3.2 in the event that the Grantee acts as a Processor for the GLA the Grantee shall comply with the obligations set out in Schedule 13.
- 33.7 During the Project Period you must record detailed information about Participants and/or Beneficiary Organisations who have taken part in the Project to the extent required by the Data Protection Laws (ensuring always that such Participants and/or Beneficiary Organisations have signed a consent declaration confirming they are happy for their data to be collected before collection and recording) using the form of consent declaration set out in the "Participant Enrolment Form" and/or "Beneficiary Organisation Engagement Form" contained in the Delivery Handbook at Schedule 7 to the Agreement, and which must explain clearly why the information is being collected, how and by whom it will be used and with whom it may be shared.
- 33.8 Copies of all consent declarations obtained pursuant to clause 33.5 must be retained by you and the GLA, Sponsors, European Commission, Department of Work and Pensions, EPMU and/or the Auditors shall be entitled to review copies of all such consent declarations pursuant to clause 13 (Project Documentation, Reporting and Evaluation) and/or clause 14 (Audit).
- 33.9 Except where indicated in clauses 33.10, 33.11 and 33.12 below, the data collected in the Participant and/or Beneficiary Organisation Data Form by you on behalf of us regarding Participants and/or Beneficiary Organisations on this Project will only be used in an anonymised form to complete statistical returns to EPMU, the Department for Work and Pensions and London Borough Councils, in order to provide answers to questions from the London Assembly and for other purposes closely connected with the Project.
- 33.10 We will provide the data collected in the Participant and/or Beneficiary Organisation Data Form in an anonymised form to the Department for Work and Pensions on a periodic basis and as such will not provide the individual Participant's first name, surname, national insurance number, address (other than postcode), telephone numbers, email address.
- 33.11 Participant's personal data and contact details will be collected and passed on to our programme evaluators from time to time for the purpose of evaluating the Project. If any Participant and/or Beneficiary Organisation is subsequently contacted by such programme evaluators, they will have the option to agree or refuse to be involved in anonymous evaluations.
- 33.12 Participant personal data and/or Beneficiary Organisation data, including contact details will be:

33.12.1 collected and passed to the Department for Work and Pensions only with the express permission of the Participant and/or Beneficiary Organisation such permission to be sought using the consent declaration referred to in clause 33.5 and you shall confirm to us in the relevant field of the Participant and/or Beneficiary Organisation Data Form whether or not each Participant and/or Beneficiary Organisation has given the express permission referred to in this clause 33.12; and

33.12.2 used by us to make contact with Participants and/or Beneficiary Organisations pursuant to clause 14.6,

33.13 Participant and/or Beneficiary Organisation case studies generated by you must include a declaration of consent in the format provided in the case study template in the Delivery Handbook and must not be provided without the express permission of the Participant and/or Beneficiary Organisation.

33.14 All Participant and/or Beneficiary Organisation enrolment/engagement forms must include the wording set out in the template Participant Enrolment Form and/or Beneficiary Organisation Engagement Form provided in the Delivery Handbook and Participants and/or Beneficiary Organisations must sign the consent declaration prior to participating in the Project.

33.15 Except in instances where anonymised data is required to be shared with the Sponsors, European Commission, Managing Authority or Intermediate Body, we agree with you that we will only share information referred to in clause 33.5 in its entirety or in part with organisations into which we have entered data sharing arrangements that stipulate how that information should be used which shall include (without limitation) any organisation involved in the administration, management, evaluation and/or audit of the Project, the GLA ESF Co-Financing Beneficiary Agreement, or acting on behalf of the GLA and/or Department for Work and Pensions as the administrators of the programme.

33.16 You acknowledge that we are a public authority for the purpose of the Freedom of Information Act 2000 (the "**FOI Act**") and the Environmental Information Regulations 2004 (the "**EIR**"). We will as a public authority determine (in our absolute discretion) and be responsible for responses to any request for information made under the FOI Act and/or the EIR. We shall not be liable to you or any other person for any loss suffered as a result of any bona fide disclosure of information under the FOI Act and/or the EIR.

33.17 You:

33.17.1 shall assist us at no additional costs to us in meeting any reasonable requests for information which are made to us in connection with the FOI Act or any other similar legislation, regulations, guidelines or codes of practice; and

33.17.2 shall not respond to or enter into correspondence with any person requesting information from us under the FOI Act or the EIR.

- 33.18 Where information is requested from us relating to you under the FOI Act and/or the EIR we will, wherever practicable, consult with you regarding the request to obtain your views on the disclosure of the information and whether it should be exempt from disclosure.
- 33.19 Where as a result of this Agreement information is held by you on our behalf which we do not hold ourselves, and where we receive a request for that information under the FOI Act and/or the EIR, we shall refer such request for information to you as soon as practicable and in any event within 5 days of receiving a request for information and you will:
- 33.19.1 provide us with a copy of all such information in such form as we shall require as soon as practicable and in any event within 10 days of our request (or such longer period as we may specify); and
- 33.19.2 provide at no additional cost to us all necessary assistance as we may reasonably request in connection with any such information, to enable us to respond to a request for information within the time for compliance set out in section 10 of the FOI Act or Regulation 5 of the EIR or any similar legislation, including sections 61 and 110 of the Greater London Authority Act 1999.
- 33.20 You will provide us with the Project Management Information and we reserve the right at any time to publish all or any of the Project Management Information on one or more of the following organisations' websites: Greater London Authority; EPMU; and Department for Work and Pensions (ESF Division); European Commission.
- 33.21 You also acknowledge and agree that we:
- 33.21.1 are subject to the Transparency Commitment and accordingly, you hereby give your permission for the GLA to publish the Agreement Information to the general public; and
- 33.21.2 may in our absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion we may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Act. We may in our absolute discretion consult with you regarding any redactions to the Agreement Information to be published pursuant to this clause 33.21 but we shall make the final decision regarding publication and/or redaction of the Agreement Information.

34 LAW, JURISDICTION, AND DISPUTE RESOLUTION

- 34.1 This Agreement shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the English courts.
- 34.2 If any dispute or problem ("Dispute") arises in relation to this Agreement, the provisions of Schedule 10 shall apply in relation to the resolution of such Dispute.

35 CONFLICTS OF INTEREST

- 35.1 You must ensure that your officers, members, employees, Sub-Grantees and sub-contractors avoid conflicts of interest with the GLA, (including the Mayor of London) and the Project and your officers, members and employees must declare any personal or financial interest, or any interest of any person connected to them, in any matter concerning the awarding of the Grant or the Project. Any such officer, member, employee or connected person shall be excluded from any discussion or decision-making process relating to the matter concerned. For the purpose of this Agreement "connected person" shall have the meaning given by section 839 of the Income and Corporation Taxes Act 1988.
- 35.2 If there are grounds for suspecting financial irregularity in any transaction (whether or not related to the Project), those grounds shall be notified to us immediately in writing. For this purpose, "financial irregularity" includes, but is not limited to, fraud or other impropriety, mismanagement and the use of funding for purposes other than those for which it was provided.
- 35.3 Failure to comply with the provisions of this clause 35 shall constitute an Event of Default.

36 SEVERABILITY

- 36.1 If any part of this Agreement becomes or is determined by any court or tribunal to be, illegal or unenforceable, the remaining provisions shall remain in full force and effect.
- 36.2 The parties shall (in the above circumstances) negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.
- 36.3 Failure to agree on such a provision within three (3) months of commencement of those negotiations shall (unless the parties otherwise agree) result in automatic termination of this Agreement.
- 36.4 The obligations of the parties under any invalid, illegal, or unenforceable provision of this Agreement shall be suspended during such a negotiation.

37 WAIVER

A failure by any party to this Agreement to exercise any right or to enforce performance of any provision or term of this Agreement shall not be a waiver of that or any later default and no waiver shall be effective unless in writing.

38 AMENDMENTS TO AGREEMENT

No amendment or variation of this Agreement shall be effective unless made by deed.

39 NOTICES

- 39.1 Service of notices shall be in writing and delivered by hand or first-class post (but not by email).

39.2 All formal notices which are required by law or under the terms of this Agreement to be served on the GLA must be given to the person named in section 10 of the Particulars.

39.3 Should there be any change in your business address, or address for service, you will notify us in writing, where practicable, in advance of any proposal to change address and, where this is not practicable, as soon as possible after this change takes effect.

39.4 Service shall be deemed to be effective:

39.4.1 if delivered by hand, at the time of delivery;

39.4.2 if delivered by post, 2 Working Days after being posted or in the case of Airmail 14 Working Days after being posted;

39.5 All communications relating to the day to day management of the Project shall be given to the GLA Representative whose details appear in section 11 of the Particulars.

40 NO PARTNERSHIP OR AGENCY

This Agreement does not create a relationship of partnership or agency between the parties and you must not represent yourself to others as our partner or agent.

41 FORCE MAJEURE

41.1 For the purposes of this Agreement the expression "**Force Majeure**" shall mean any cause affecting or delaying the performance by either party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including terrorism, war, fire, flood, or any disaster. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

41.2 Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever by reason of any failure or delay in the performance of its obligations which is due to Force Majeure. Each party shall use all reasonable endeavours to continue to perform or resume performance of, such obligations for the duration of such Force Majeure event.

41.3 If either party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part, it shall immediately notify the other and if possible estimate how long such failure or delay shall continue.

41.4 Any failure or delay by you due to a third party shall be regarded as a failure or delay due to Force Majeure only if such third party is prevented from or delayed in complying with its obligations as a result of circumstances of Force Majeure.

42 ENTIRE AGREEMENT

Save in respect of representations made to us by or on your behalf prior to, and leading to the execution of this Agreement, this Agreement and the Schedules constitute the entire understanding between the parties to this Agreement in relation to the Grant and the Project and supersede all prior agreements relating thereto except in respect of any fraudulent misrepresentation of any party.

43 EXCLUSION OF THIRD-PARTY RIGHTS

Unless expressly stated no part of this Agreement shall create rights in favour of any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

44 CHANGES TO THE GLA'S REQUIREMENTS

You shall accommodate any changes that we may reasonably require in relation to this Agreement or the Project and you shall be entitled to reasonable payment for any additional costs you reasonably and properly incur as a result of any changes which are material in that they cause the cost of complying with your obligations under this Agreement to increase (the amount of such additional costs to be agreed by us). If we refuse to agree the amount of any additional costs, you shall not be required to accommodate any change that we may require.

45 PUBLICITY

- 45.1 We will be entitled from time to time to publish on our website and elsewhere brief details of the existence of this Agreement together with your name and address, brief particulars of the subject matter of this Agreement and the value of this Agreement. By entering into this Agreement, you agree that we can publish such details, as we think fit.
- 45.2 Notwithstanding clause 17, the Grantee is required to comply as a minimum with ESF requirements with regard to publicity, as set out in the ESF guidance as amended from time to time (and published at <https://www.gov.uk/government/publications/european-structural-and-investment-funds-programme-guidance>) including:
- 45.2.1 the requirement to acknowledge the support and financial help that the Project receives from ESF and the European Union (EU);
 - 45.2.2 the use of logos;
 - 45.2.3 the requirement to display an ESF project poster, and example of which is available from your Project Manager, at all Grantee and sub-contractor main delivery locations;
 - 45.2.4 inform all Participants and/or Beneficiary Organisations about the support for the Project from ESF and the EU at the start of and throughout their activity;
 - 45.2.5 how to publicise the Grant, Project Activities, achievements and impact to wider audiences through a range of information and publicity measures; and
 - 45.2.6 the requirement that all agents, sub grantees and sub-contractors also comply with the publicity requirements in this clause 45.
- 45.3 Evidence of compliance with ESF publicity requirements must be retained in accordance with clause 13. We shall monitor your compliance with the requirements of this clause 45 and any failure to comply may be treated by us as a fundamental breach of this Agreement for the purpose of clause 23 (Reduction, Suspension, Withholding and Recovery of Grant) and 30 (Termination/Events of Default).
- 45.4 The Grantee is required to comply with the publicity requirements of any Sponsor as notified by the GLA and/or CEC (in the case of CEC publicity requirements) from time to time.

46 HEALTH AND SAFETY

- 46.1 The Grantee, at all times, shall be responsible for and take all such precautions as are necessary to protect the health and safety of all persons employed by and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of employed persons and any amendment or re-enactment thereof.
- 46.2 The Grantee shall provide sufficient management and arrangements in relation to the project to which the grant applies to ensure that all applicable legislative requirements and GLA conditions are fulfilled in relation to Health & Safety.
- 46.3 The Grantee shall engage or employ sufficient, properly trained, skilled, competent and resourced personnel or organisations to ensure the health and safety of any person affected by the Grant funding.
- 46.4 The Grantee shall prepare and maintain accurate Health & safety information and reports throughout the period of time to which the GLA funding applies. The Grantee shall provide whatever reports and information is reasonably requested and required in accordance with the Grant. Any reports and information shall be legible, accurate and within the time specified by the GLA in its request. A monthly return reporting any Health and Safety management arrangements, incidents and accidents will be required.
- 46.5 The Grantee shall ensure the GLA are to be informed within 24 hours of any RIDDOR reportable Health and Safety incidents or enforcement action associated with the Grant funding.
- 46.6 The Grantee shall ensure the health & safety requirements and clauses associated with the Grant are inserted within any sub-contract to which the Grant is applicable.

47 SET OFF

All sums owing (contingently or otherwise) to the Authority arising out of or attributable to this Agreement may be deducted by the GLA from monies due or which may become due to the Grantee under this Agreement or any other agreement between the GLA and the Grantee and/or the GLA may recover such amount as a debt.

DRAFT

IN WITNESS whereof the parties have executed and delivered this Deed the day and year first before written

The Corporate Seal of the)

GREATER LONDON AUTHORITY)

Hereto affixed is authenticated by).....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

(Limited Companies)

[This Grant is signed as a Deed. Therefore, the wording in the following Provider signatory section, and the officers required to sign it will vary from Provider to Provider. Providers must confirm the wording that is required on this page to enable their organisation to execute this agreement as a deed and inform the GLA which officers in their organisation are required and empowered to sign or attest the deeds on behalf of their organisation.]

EXECUTED as a Deed)
By [])
by the signatures of a Director and)
another Director or the Company Secretary/)
by the signatures of)
two authorised signatories)

Signed:.....
Director

Name (printed):.....

Signed:.....
Director/Secretary (delete as not applicable)

Name (printed):.....

(Other Incorporated Bodies, e.g. registered charities)

EXECUTED as a Deed)
by [Name of Grantee])
by the affixing of its Common Seal)
in the presence of :)
by the signatures of)
two authorised signatories)

Signed _____

Name (printed) _____

Position/Title _____

Signed _____

Name (printed) _____

Position/Title _____

(Unincorporated bodies)

EXECUTED as a Deed)
by [Name of Grantee])
by the signatures of)
two authorised signatories)

Signed _____

Name (printed) _____

Position/Title _____

Signed _____

Name (printed) _____

Position/Title _____

SCHEDULE 1

Definitions and interpretation

1. DEFINITIONS

"Accreditations"

means any approval by or from any authorised accredited institution or body;

"Agreed Proposal"

means the document set out at Schedules 4 and 5, where Schedule 5 comprises the application documentation originally submitted by the grantee, and Schedule 4 comprises any revised documentation agreed and amended during the Pre-Grant Period, and where the documentation in Schedule 4 shall take precedence;

"Agreement Information"

means (i) this agreement in its entirety (including from time to time agreed changes to the Grant Agreement) and (ii) any data extracted from documents submitted in support of Claims for the Funding including (without limitation) your name, the expenditure account code, the expenditure account code description, the document number, the clearing date and amounts of Grant claimed;

"Award Letter"

means the letter from us to you confirming the award of the Grant in respect of the Current Financial Year and referred to in the Particulars, a copy of which appears at Schedule 3;

"BEIS" or "Government"

means the Department for Business, Energy and Industrial Strategy or any successor body or such other department of the UK Government to which responsibility for Regional Development Agencies and /or the GLA is transferred;

"Beneficiary Organisation"

means any organisation (rather than an individual) participating in the delivery of a Project in relation to which Evidence or data is required to be collected and submitted to the GLA.

"Beneficiary Organisation Data Form"

means the form provided by the GLA onto which all data regarding Beneficiary Organisations and the stages of their progression is entered by you in accordance with Schedule 9 (Project Reporting and Evaluation Requirements) and which may be a spreadsheet, word document or electronic data collection system such as OPS;

"Block Exemptions"

means Commission Regulation 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty of the Functioning of the European Union;

"Capital Asset"

means any item of equipment or other asset, including computers, which:

- (a) on the date of its purchase has a useful life of more than one year; and
- (b) is purchased wholly or partly out of the Grant;

"CEC"

means the Careers & Enterprise Company Limited (company registration number: 09432724); a third-party provider of match funding to the GLA in relation to the GLA's European Social Fund programme.

"Statement of Delivery Expenditure"

means the statement to be completed and submitted to us in the form set out at Schedule 11 in accordance with the requirements of clause 22.12 and Schedule 9 (Project Reporting and Evaluation Requirements);

"Claim"

means a claim for a tranche of the Grant;

"Commencement Date"

means the commencement date of this Agreement;

"Compete For"

means Transport For London's CompeteFor portal which can be accessed via <https://www.competefor.com/business/login.jsp>;

"Condition"

means any of the Terms and Conditions which constitute part of this Agreement;

"Consents"

means any approval, consent, exemption, licence, permission or registration by of or from any governmental or other authority or any other person or authority in relation to the Project or any part of it or otherwise required to enable the same to be lawfully carried out and maintained;

“Contracted Profiles”

means the profiles of Outputs and Results delivery agreed following the pre-grant meeting and prior to the issue of the Grant agreement, and recorded in the Monthly Progress Return, which may be varied from time to time with the written agreement of the GLA;

"Control"

means the ability to direct the affairs of the Grantee whether by virtue of ownership of shares, control of the board of directors (if appropriate), contract or otherwise;

"Current Financial Year"

means the Financial Year during which this Agreement shall commence;

“Data Protection Laws”

means the Data Protection Act 2018 and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the UK (or in any relevant part thereof), including, General Data Protection Regulation (EU) 2016/679 or similar and any codes of practice, guidelines and recommendations issued by the Information Commissioner, any replacement body or other relevant supervisory authority, all of which are current at the time of any Data processing by the Service Provider (and in the event of any conflict between the Data Protection Laws and Law, Data Protection Laws shall take precedence) and references to “Data Subjects”, “Personal Data”, “Process”, “Processed”, “Processing”, “Special Personal Data”, “Sensitive Personal Data”, “Processor” and “Controller” have the meanings set out in, and will be interpreted in accordance with the Data Protection Act 2018 and General Data Protection Regulation (EU) 2016/679 (“GDPR”)

“Delivery Handbook”

means the Delivery Handbook (a copy of which is set out at Schedule 7) as amended by the GLA from time to time;

"De Minimis Aid Disclosure Form"

means a duly completed form in the applicable form (depending on value) contained in Schedule 16 or in such other forms as we shall prescribe (acting reasonably) from time to time;

"De Minimis Aid Exemption"

means the de minimis aid exemption (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union);

"De Minimis Threshold"

means the ceiling (valued on a gross grant equivalent basis) on Relevant Aid provided under the De Minimis Aid Exemption to a Relevant Enterprise, as more particularly set out in the De Minimis Disclosure Form;

"Developments"

means all programmes, systems, methods, formats, literary dramatic musical or artistic works, data, text, images, inventions, discoveries, processes, documents materials and information coming into existence or becoming available as a result of or in connection with the Project (whether the Project is wholly or partly funded by us), including all bills, calculations, designs, drawings, maps, models, plans, programmes, reports, Agreed Proposals, photographs, films, working papers, paper and electronic documents, recordings in any form, learning and training material, website designs, email addresses and domain names, databases, source codes and software, and all Intellectual Property Rights, arising or subsisting in relation thereto;

"Direct Staff Costs"

means costs including employer's national insurance (NI) and superannuation/pension costs. Direct Staff Costs may also include those costs covered in a person's contract of employment that are taxable incentives and directly linked to pay and pension contributions. Direct Staff Costs are specific to the roles described in the Prospectus and Project Requirements Strand 1. [];

"EANR"

means the Enterprise Adviser Network Register, the national online tool used for monitoring and reporting key contacts and reporting information to the CEC;

"Eligible Costs"

means Direct Staff Costs, Indirect Costs and Other Direct Costs that are in line with the Project Requirements and Eligibility and Evidence Handbook subject to the limitations in clause 21;

"EPMU"

means the London regional European Programmes Management Unit (currently based at City Hall, the Queen's Walk, London, SE1 2AA) which is the Intermediate Body for ESF in London. Working on behalf of the Mayor of London, the EPMU is responsible for administering ESF in London and works in partnership with the ESF Managing Authority, the Department for Work & Pensions (and/or any successor body to it).

“Evaluator”

means the organisation appointed by either the Department for Work and Pensions, the GLA or the Grantee to produce the final evaluation report in relation to the Project;

"Event of Default"

means any of the events or circumstances described in clause 30;

“Evidence”

means the base documentation required to support the Claim as set out in the Evidence Handbook, certified copies of which must be submitted to the GLA via the GLA's preferred secure online portal (as advised by the GLA), monthly or, as a minimum, at the same time as the submission of the Claim

"Evidence Handbook"

means the handbook relating to the evidence required to support a Claim (a copy of which is set out at Schedule 8) as amended by the GLA from time to time;

"Financial Year"

means the GLA's financial year beginning 1 April and ending 31 March in the following year;

"Force Majeure"

has the meaning given to it in clause 41;

"Future Financial Years"

means the Next Financial Year and all Subsequent Financial Years referred to in Part 2 of Schedule 2;

“GLA ESF Co-Financing Beneficiary Agreement”

means the agreement between the Secretary of State for Work and Pensions and the GLA under which the GLA is awarded European Social Fund monies.

"GLA's Representative"

means the person or persons appointed by us in relation to the Project and whose contact details are set out in the Particulars and their replacement from time to time as notified to you;

"Grant"

means the grant funding up to the Maximum Sum to be provided by us pursuant to this Agreement as a contribution to Eligible Costs incurred in your delivery of Milestones, Outputs and Results delivered in relation to the Project and subject to the terms of this Agreement;

"Grantee's Responsible Procurement Plan"

means a plan referred to in clause 3.2;

"Holding Company"

means any company which from time to time directly or indirectly controls the Grantee where "control" is as defined by section 840 of the Income and Corporation Taxes Act 1988;

"Indirect Costs"

means all other eligible costs that do not meet the above definition of a direct cost. Indirect costs are shared organisational costs, which cannot be directly linked to project activity because it is difficult, or impossible, to quantify a precise amount attributable solely to a single project. ESF Providers will be paid a 25% of the value of valid Direct Staff Costs to fund any Indirect Costs they incur. Projects cannot claim any additional Indirect Costs; [];

"Intellectual Property Rights"

means all patents, trademarks, service marks, trade names, trade or business names (including email addresses and domain names), copyright (including rights in software), database rights, registered and unregistered designs, rights in confidential information and any other Intellectual Property Rights whatsoever irrespective of whether such Intellectual Property Rights are registered or not or are capable of being registered or not and which may subsist in any part of the world;

"Interest Rate"

means two per cent per annum above the Bank of England base rate or if base rates cease to exist such other comparable rate as we (acting reasonably) shall determine or such rate as we may be required to apply from time to time;

"Milestones"

means a set of targets required by CEC as set out at Appendix A of the Project Requirements.;

"Maximum Sum"

means (subject to clause 22.7) the maximum amount of Grant payable by us for the Project under this Agreement as specified in Schedule 2 to this Agreement;

"Monthly Progress Return"

the confirmation of actual Milestones, , Qualifying Outputs delivered by the Project and Eligible Costs incurred by you in such delivery in the month prior to submission of this Monthly Progress Return via the Outputs Block on OPS, as may be amended by us from time to time, an example of which is provided at Part 1 of Schedule 6.

"Next Financial Year"

means the Financial Year immediately following the Current Financial Year;

"OPS"

means the "GLA Open Project System", being the GLA's on-line investment management system from time to time or any successor system and/or any other system which performs any of the same functions and which GLA notifies to the Contractor from time to time.

"Other Direct Costs"

means costs which are not Direct Staff Costs and which are incurred to deliver the activities described in the Project Requirements for Strand 1 as LEAN Project Costs and the Central Hub Fund are 'Other Direct Costs' ;

"Outputs and Results"

means the outputs and results listed in the Agreed Proposal as amended from time to time in accordance with this Agreement;

"Output Block"

is the section of OPS which includes the Monthly Progress Return from which the claim amount is calculated and claims for funding may be submitted, as amended by us from time to time, an example of which is provided at Part 1 of Schedule 6.

"Participant"

means an individual who receives support as part of the Project;

"Participant Data Form"

the data collection system provided by the GLA onto which all data regarding Participants and the stages of their progression is entered by you in accordance with Schedule 9 (Project Reporting and Evaluation Requirements) and which may be a spreadsheet, word document or electronic data collection system such as OPS

"Particulars"

means the Particulars of Grant Funding Agreement which constitute part of this Agreement;

"Pre-Grant Period"

means the period between the issue of a grant award offer letter and the signing of this grant agreement by the GLA authorised signatory during which a pre-grant meeting or correspondence via email may result in agreed amendments to

documentation submitted by the grantee during the application stages, which will be inserted in this grant agreement at Schedule 4.

"Programme Logo"

means the logo which must be used for all marketing activities in relation to this Grant Agreement as shown at Schedule 12 of this agreement and as provided in electronic form by the GLA;

"Project"

means the project to be delivered by you as described in the Agreed Proposal;

"Project Activities"

means the activities to be undertaken or Works to be delivered or Property to be contributed or provided by you, your approved Sub-Grantees or your approved sub-contractors as summarised in the Particulars and more particularly described in the Agreed Proposal for which Grant is payable under this Agreement;

"Project Case Study"

means the report of good news events, updates regarding project activities and successes, and examples of individuals supported during the life of project (a template of which is set out at Part 5 of Schedule 6), which is to be completed in accordance with the guidance in the Delivery Handbook;

"Project End Date"

means the end date for the Project referred to in the Particulars;

"Project Improvement Plan"

means a report detailing action required, as agreed in negotiation between us, to remedy a situation where, in our opinion, progress in relation to the Project has fallen below the minimum required standard which may include;

- a modification of the Project Activities;
- b variation or reduction of the amount of Grant;
- c transfer of activity to an alternative provider or delivery partner;
- d termination of the Project; or
- e repayment of a proportion of Grant paid to date.

"Project Management Information"

means the information to be supplied by you to us in accordance with Schedule 9 (Project Reporting and Evaluation Requirements);

"Project Manager"

means your project manager (whose contact details are set out in the Particulars) and their replacement from time to time as notified to us in accordance with clause 12.1 and 12.2;

"Project Output Profile"

means the table attached to this Agreement at Part 2 of Schedule 5 providing a month by month profile of the Project's forecast starters, pathway activities and Outputs and Results, together with the Eligible Costs incurred to be applied to the claim amount;

"Project Period"

means the period described in the Particulars;

"Project Reference Number"

means our reference number for the Project as specified in the Particulars;

"Property"

means any property to be acquired using Grant monies or contributed or provided as part of the Project Activities;

"Project Risk Register"

means the register of project risks included in the Agreed Proposal in Part 1 of Schedule 5;

"Project Risk Register Update"

means the up-to-date version of the Project Risk Register a template of which is set out at Part 2 of Schedule 6;

"Qualifying Output"

means Outputs and Results which we are satisfied have been fully and properly delivered and evidenced by you in accordance with the Agreed Proposal;

"Quarter Day"

means 30 June, 30 September, 31 December and 31 March in each Financial Year;

"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, any subsidies towards the normal operating costs of the Relevant Enterprise, any guarantees against any of its liabilities, any loans charged at less than market interest rates (and

in the case of novel or potentially contentious forms of aid and assistance the Grantee should seek the GLA's comments);

"Relevant Aid Trigger Point"

means, unless we notify you otherwise, the value of £50,000 (fifty thousand pounds sterling) (the approximate sterling equivalent of €58,000 as at the date of this Agreement) of Relevant Aid (valued on a gross grant equivalent basis) provided by you to a Relevant Enterprise within the last three consecutive Financial Years;

"Relevant Enterprise"

means a person or organisation (other than the Grantee itself) that is an entrepreneur, sole trader, partnership, firm or business (whether incorporated or not) or other body (irrespective of its charitable, not for profit, or public/private status) 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 an actual or potential 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;

"Responsible Procurement Policy"

means the GLA Group Responsible Procurement Policy (RPP) as amended from time to time. Grantees should note that the previous Responsible Procurement Policy has been withdrawn and the GLA are finalising a revised version which will be available on the GLA's website at some point after the General Election in June 2017. Grantees will be informed of the web link once this is available.)

"Retention Date"

means the date referred to in clause 13.1.4 until which all Evidence must be retained and be made available in the event of an audit;

"Sponsor"

means a third-party provider of match funding to the GLA in relation to the GLA's 2014-16 European Social Fund programme which shall include (without limitation) the Careers and Enterprise Company Limited (company registration number: 09432724);

"State Aid"

means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or

certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise;

"Sub-Grantee"

means any person which you fund in whole or in part from the Grant whether as a supplier, delivery partner or consultant and whether by payment or grant;

"Subsequent Financial Year"

means any Financial Year following the Next Financial Year;

"Sustainable Development"

means economic development that is inclusive, efficient and stable; which incorporates the importance of social progress open to all persons and provides effective protection of the environment and prudent use of natural resources;

"Transaction List"

means a spreadsheet (in such form and containing such content as the GLA may require from time to time and which includes all Eligible Costs incurred in respect of which you wish to include in a Claim.

"Timetable"

means the Project delivery timetable contained in the Agreed Proposal as varied from time to time;

"Transparency Commitment"

means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the GLA is committed to publishing its contracts, tender documents and data from Claims received;

"VAT"

means value added tax payable by virtue of the Value Added Tax Act 1994 and any similar tax from time to time in addition to it, replacing it or performing a similar fiscal function;

"Working Day"

means a day on which clearing banks in the City of London are (or would be but for a strike, lock-out or other stoppage affecting a particular bank or banks generally) open during banking hours and **"Working Days"** shall be construed accordingly

"Works"

means any works comprising part or all of the Project Activities.

1.2 Interpretation

- 1.2.1 Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2.2 References to any gender shall include any other gender, and the singular shall include the plural, and vice versa, as the context admits or requires.
- 1.2.3 References to any statute or any section thereof or legislation generally shall, unless the context requires otherwise, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, or re-enacted, and include all instruments, orders, by-laws and regulations for the time being made, issued or given thereunder, or deriving validity therefrom, and any reference to law or legislation generally shall, unless the context requires otherwise, be construed as a reference to all law or legislation of England and Wales or the United Kingdom and directives and all other legislation of the European Union that are or is directly applicable to the United Kingdom.
- 1.2.4 If there is more than one person included in the expression the “Grantee”, then the obligations and warranties expressed to be entered into or given by the Grantee shall be deemed to be entered into or given by such persons jointly and severally.
- 1.2.5 “Including” shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.
- 1.2.6 In this Agreement references to any clause, sub-clause, schedule or paragraph without further designation shall be construed as a reference to a clause, sub-clause, schedule or paragraph of/to this Agreement.

SCHEDULE 2

Part 1: Maximum Sum

[£]

[provided always that the sum of [£] will be retained by the GLA which it will spend on evaluation of the Project * delete if the GLA are not retaining money for evaluation]

("Maximum Sum")

Part 2: Grant distribution

(subject to clause 22.3)

Financial Year	£
Current Financial Year [2020/21]	[]
Next Financial Year [2021/22]	[]
Subsequent Financial Year [2022/23]	[]

Part 3: Grant Payment Terms

1. Subject to the provisions of this Agreement, we shall pay funding not exceeding the Maximum Sum into your bank account (details of which are set out in the Particulars) as follows:

1.1 Advance Payment

1.1.1 The GLA will pay the Grantee funding not exceeding in aggregate the Maximum Sum in accordance with this part 3 of Schedule 2 following creation by you of the Project on OPS, including:

1.1.1.1 submitting the Maximum Grant Value and Project Output/Milestone Profile in the Outputs Block;

1.1.1.2 submitting an initial Risk Register Update in the Risks and Issues Block;

1.1.1.3 submitting details of the Sub-grantees and sub-contractors in your Agreed Proposal and their activities in the sub-contracting Block;

1.1.1.4 submission of your Project on OPS by you to the GLA for our review and approval; and

1.1.1.5 approval by the GLA of your Project on OPS.

1.2 Payments in arrears

1.2.1 Subject to paragraphs 1 and 1.1 above and 1.3 below the Grant shall be paid in arrears upon receipt of the following provided that they are correctly completed and submitted to us in accordance with Schedule 9 (Project Reporting and Evaluation Requirements):

1.2.1.1 the accurate, up to date Transaction List and complete Monthly Progress Return, submitted on the Outputs Block of OPS and confirming the actual: (a) Qualifying Outputs delivered; and (b) Eligible Costs incurred by you;

1.2.1.2 the accurate, up to date submission on the EANR demonstrating progress towards the Milestones;

1.2.1.3 the accurate, up to date and complete Participant and/or Beneficiary Organisation data which corresponds fully with the Qualifying Outputs reported in the Monthly Progress Return and has been submitted on the Participant and/or Beneficiary Organisation Data Form via the GLA's preferred secure online portal;

1.2.1.4 a Project Case Study submitted via the GLA's preferred secure online portal

1.2.1.5 the Project Risk Register Update submitted on the Risks and Issues Block of OPS

1.2.1.6 scanned copies of the Evidence that comply with the requirements specified in the Evidence Handbook to verify any Outputs or Results reported and Eligible Costs claimed in any Claim associated with this Project submitted via the GLA's preferred secure online portal; and

1.2.1.7 a Claim for the value of the claim, calculated and submitted via the Outputs Block of OPS.

1.2.2 Grant which is paid in arrears shall be calculated by reference to the Eligible Costs incurred (as set out at paragraph 1.4 below) provided always that they are incurred solely in the delivery of the Qualifying Outputs and Results achieved during the period to which the particular claim relates as reported in the Monthly Progress Return.

1.2.3 For the avoidance of doubt and notwithstanding anything to the contrary in Schedule 9 but subject always to paragraph 1.3 below, in instances where the Grant is payable [*monthly/quarterly*] in arrears under this Agreement, the Grantee shall submit all Claims electronically via OPS and all Participant and/or Beneficiary Organisation Data Forms electronically via the GLA's preferred secure online portal to the GLA within 14 days of the end of each Quarter. The value of the Claim shall be approved electronically on

OPS by the GLA Representative following which payments will be made electronically by the GLA via OPS.

- 1.2.4 In making a payment of Funds, the GLA is not confirming the eligibility of any costs, Outputs and Results or the Evidence. It remains your responsibility to ensure that all costs relating to Outputs and Results (which must be Qualifying Outputs) for which Funds are claimed are Eligible Costs supported by appropriate evidence in accordance with the Evidence Handbook, and ESF regulations as amended from time to time.

1.3 Final payment

- 1.3.1 We will withhold the final payment of Grant (any claims for which must be made on or before [DATE]) until we have received from you an accurate and verified Claim and Statement of Delivery Expenditure. For the avoidance of doubt you hereby acknowledge and agree that no claim may be made after [DATE] and we shall not be liable for any claims made that include costs incurred after [DATE].

1.4 Eligible Costs Calculation

- 1.4.1 You may claim for Eligible Costs that you incur in delivering the Milestones, Outputs and Results. However, for Eligible Costs to be claimed you must ensure the expenditure incurred is permitted by and corresponds with the Project Requirements and the Evidence Handbook; and the expenditure is also ESF eligible.
- 1.4.2 Eligible Costs are split into three categories, Direct Staff Costs, Indirect Costs & Other Direct Costs. For this Project you must provide evidence of both the Direct Staff Costs and Other Direct costs incurred. The sums payable in respect of such costs provided always that they are Eligible Costs shall be calculated in accordance with the lower of the actual evidenced Eligible Expenditure incurred and rates set out at paragraph 1.4.4 below. Indirect Costs will be calculated at a flat rate of 25% of the eligible Direct Staff Costs you incur and no further evidence will be required.
- 1.4.3 For all Direct Costs, you must provide: evidence of what has been purchased, or in the case of Direct Staff Costs evidence that the member of staff is working solely and directly on the Project (evidence of expenditure); and evidence that money has been paid for that item or to meet the costs of that staff member (evidence of defrayal).
- 1.4.2 All evidence must be certified as a true copy by a person duly authorised to so certify in accordance with your constitutional rules and all related governance requirements.
- 1.4.3 **You must** submit scanned and certified copies of all evidence to support the amount of ESF Grant Funding being claimed electronically through an online secure portal.

1.4.4 Maximum Direct Staff Costs and Other Direct Costs claimed are within the thresholds set out in the Project Requirements. []

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SCHEDULE 3

Award Letter

Date: **XXX**

Name
Address

[GLA Project No]

Dear [contact name],

SUPPLEMENTARY GRANT AWARD LETTER (20xx-xx)

Issued under an Agreement between the Greater London Authority (“the GLA”) and [organisation name] in relation to the Mayor’s ESF Co-Financing Programme (“Grant Agreement”) for PROJECT: [Project Name].

This supplementary grant award letter is sent in accordance with Clause 22.3 of the Grant Agreement. I am pleased to let you know that the GLA has approved [organisation name] grant funding for the Project for the 20xx/xx Financial Year. Funding will be [£x,xxx] of which [£x,xxx] is revenue and £0 is capital.

Subject to available resources and [organisation name] continuing to comply fully with the Grant Agreement, the maximum lifetime funding for the project is [£x,xxx]. [The GLA will retain £x,xxx for evaluation purposes, and therefore the maximum sum you will be able to claim is [£x,xxx]. Your funding is set out in the table below:

Financial Year	GLA Approved Funding (up to)
20xx/xx	£x,xxx
20xx/xx	£x,xxx
20xx/xx	£x,xxx
20xx/xx	£x,xxx
Maximum Sum	£x,xxx
And the sum to be retained by the GLA for Theme Level evaluation	£x,xxx
TOTAL	£x,xxx

[Organisation Name] is required to meet the Eligible Costs incurred in delivering the Qualifying Outputs and Results over the lifetime of the project as set out in the table below:

Milestone/Output/Result Name	Maximum Eligible Cost for which Claims may be made	M	20xx/xx Target	20xx/xx Target	20xx/xx Target	Lifetime Total

All payments (which shall be calculated in accordance with paragraph 1.4 of Schedule 2) are dependent on the satisfactory delivery of the activities detailed in the Grant Agreement and the Outputs and Results set out above, submission of all necessary evidence and will be made in accordance with the Grant Agreement (subject always to your full compliance therewith), which remains in full force and effect.

Payments of the Grant may be reduced, suspended or withheld and we may require all or part of the grant value to be repaid if Claims are made for any sums other than Eligible Cost incurred, the agreed activities or outputs are not achieved, if insufficient evidence of is provided in respect of any Output, Result or Eligible Costs incurred in delivering the same or if you do not keep to the terms of the Grant Agreement, in accordance with clause 23 of the Grant Agreement.

Funding is allocated to each Financial Year only and any unclaimed Grant cannot be claimed or paid in the following or any future Financial Year. Any capitalised terms in this letter have the same meaning as in the Grant Agreement unless the context requires otherwise.

Please find enclosed a copy of this letter which you are required to sign where indicated and return to us before we will make any payment of Grant as set out in this letter. In addition, we will not make any payment of the Grant until we have received a valid Claim via OPS from you in accordance with the requirements set out in the Grant Agreement.

If you have any queries, please contact [Project Manager] on 020 7983 [Tel] or by email to [project.manager]@london.gov.uk.

Yours sincerely,

[Name] for and on behalf of the GLA

[Title]

I am the duly authorised signatory of [Organisation Name] and confirm the agreement of [Organisation Name] to the terms and conditions of this letter.

Signature

Name (please print)

Job Title

Date

SCHEDULE 4

Amendment Narrative

The Amendment Narrative records agreed revisions to the project following submission of the original Project Application documentation and prior to the issue of the Grant and may comprise of none or all of the following; documented amendments to any part of the documentation found at Schedule 5 of this agreement, and any other documented agreed requirements.

In the event of a conflict between the provisions contained in Schedule 5 (the original Project Application Form) and in Schedule 4 (Amendment Narrative) or a conflict between Schedule 4 (Amendment Narrative) and any other provisions of this Agreement the provisions of Schedule 4 (Amendment Narrative) shall take precedence.

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SCHEDULE 5

Original Proposal comprising:

Project Application Form (including Project Risk Register and Project Milestones),
Project Output Profile and
Project Requirements

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Part 1 - Project Application Form

(including Project Risk Register and Project Milestones)

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Part 2 – Project Output / Milestone Profile

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Part 3 – Project Requirements

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SCHEDULE 6

Reporting

Part 1: Monthly Progress Return and Outputs Block and EANR

Unless otherwise advised in writing by the GLA, the Monthly Progress Return, including actual Outputs and Results delivered, is to be submitted via OPS as per the claim dates outlined in Section 9 of the Project Requirements.

Please see below examples of the Outputs Block on OPS including the Monthly Progress Return. TBC

All Milestones are to also be reported via the EANR as the per the claim dates outlined in Section 9 of the Project Requirements, further details are provided in the Delivery Handbook.

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Part 2 - Project Risk Register Update

Unless otherwise advised in writing by the GLA, the Project Risk Register Update is to be submitted on OPS no later than 14 days after the last day of each quarter. Please see below examples of the Risks and Issues Block on OPS.

Project Risk Rating

Overall Project Risk Rating

Green - Low risk level



Explanation of Risk Rating

Sufficient planning and preparation has taken place. Lead organisation and partners have extensive expertise with target cohort. A thorough review of resources and capacity across partnership shows readiness for delivery. Targets and results are realistic and informed by MI from previous comparable projects.

Manage Project Risks

A risk is an event which has not yet happened but could have a negative impact on the project if it did occur.

Hide closed risks

CREATE NEW RISK +

TITLE	DESCRIPTION OF CAUSE AND IMPACT	CATEGORY	INITIAL RISK RATING	RESIDUAL RISK RATING	STATUS
Lack of engagement from schools	Strong partnerships with schools is critical for programme success.	Outputs and Targets	4 Low	1 Low	Open
MITIGATION			OWNER		
Not provided					

Add Mitigation & Owner

Part 3 – Participant Data Form (Front Page)

The GLA will issue an excel version of the Participant Data Form which will collect data which addresses the various headings contained in this Schedule.

N/A

[To be inserted]

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Part 4 – Beneficiary Organisation Data Form (Front Page)

The GLA will issue an excel version of the Beneficiary Organisation Data Form which will collect data which addresses the various headings contained in this Schedule.

[To be inserted]

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Part 5 – Project Case Study

Unless otherwise advised in writing by the GLA, a Project Case Study forms part of the Claim and is to be submitted via the GLA's preferred secure online portal no later than 14 days after the last day of each claim period..

Case studies help to bring the delivery of the London Careers Hubs and the experience of Participants (teachers, employers and students) and Beneficiary Organisations to life, and by doing so, to promote the activities of the London Careers Hubs and communicate its tangible successes to key stakeholders and funders. Personal experience will always make the case study more real to the reader. The submission of quarterly case studies, using the 'Exemplar of Good Practice and Ideas' template, form part of the claims process for Beneficiary Organisations.

[Insert Case Study Guidance as per the Delivery Handbook]

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SCHEDULE 7
Delivery Handbook

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SCHEDULE 8

Eligibility and Evidence Handbook

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European Union
European
Social Fund

THE **CAREERS &
ENTERPRISE**
COMPANY

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SCHEDULE 9

Project Reporting and Evaluation Requirements

You will prepare and submit to us such reports as we may reasonably require to specified timescales in connection with Project review meetings convened from time to time by us and the timetable for Claims to be submitted to the GLA and CEC. Such reports may be in electronic form, submitted via OPS and EANR, Excel or Word format submitted by email or via the GLA's preferred secure online portal as instructed by the GLA, or in hard copy. The GLA may require you to provide additional or more frequent reports if the Project is subject to a Project Improvement Plan as set out in the Delivery Handbook at Schedule 7 of this Agreement.

Data to be supplied pursuant to this Agreement must be transmitted to the GLA securely through OPS and EANR the GLA's and CEC's preferred secure online portals, or by such other means as required by the GLA.

By submitting data via OPS and EANR you are confirming that the Milestones, Outputs and Results and Eligible Costs incurred in your delivery of the same for which you are claiming a payment are eligible, have actually been achieved by you or your sub-contractor or Sub-grantee, and you have all of the Evidence necessary to support your claim for payment. Evidence submitted via the GLA's preferred secure online portal must be certified by you as a true copy of the original in accordance with the ESF requirements and the GLA's instructions. You must keep the information pertaining to the Project on OPS and EANR fully updated.

Access to the OPS and EANR is restricted and you agree to comply with the conditions of use regarding the supply of data to the GLA set out in guidance issued by the GLA from time to time.

In addition and without prejudice to your compliance with the evaluation arrangements set out in the Delivery Handbook, you will comply with all and any evaluation framework and guidance provided by the GLA from time to time and with all requests in relation to our evaluation strategies and/or requirements in accordance with clauses 11.9 and 13 of this Agreement.

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SCHEDULE 10

Dispute Resolution Procedures

1. Initial Negotiations and Escalation Procedure

(a) Subject to paragraphs 6 and 7, neither party shall commence any legal proceedings in connection with any Dispute until the procedures set out in paragraphs 1(b), 2 and 3 have been completed, unless it is necessary for that party to do so in order to protect or preserve any cause of action it may have against the other party, in which case the proceedings shall be served on the other party and stayed by consent until such time as the parties have completed the procedures set out in paragraphs 1(b), 2 and 3.

(b) The parties shall attempt in good faith to resolve any Dispute promptly by negotiation which shall be conducted as follows:

(i) any Dispute shall in the first instance be referred by a written notice of Dispute, from the referring party to the other party. Within 10 days after the date on which the notice of Dispute is received, the party receiving the notice of Dispute shall deliver to the other party a written response to the Notice of Dispute (the "**Response**"). Both the notice of Dispute and the Response shall include a statement of the position of the party preparing the notice of Dispute or Response, and shall annex any documents relied upon by that party;

(ii) within 10 Days of receiving a Response to a notice of Dispute, or if no Response is delivered, within 10 days of the date upon which the time for delivery of a Response expired, the parties' representatives shall meet at mutually acceptable times and places to discuss and try to reach agreement to resolve the Dispute; and

(iii) if the parties representatives are unable to, or fail to, reach agreement to resolve the Dispute within 10 days of commencing their discussions pursuant to paragraph 1(b)(ii), then within 5 days our Assistant Director, Communities and Intelligence or his/her nominee and your managing director (or equivalent) or his nominee (collectively the "**Directors**") shall meet at mutually acceptable times and places to discuss and try to reach agreement to resolve the Dispute.

(c) All negotiations and discussions pursuant to paragraph 1(b) are confidential and shall be treated as compromise and settlement negotiations for the purpose of any applicable rules of evidence.

2. Mediation

(a) If the Directors are unable to, or fail to, resolve the Dispute pursuant to paragraph 1(b)(ii), the parties shall attempt to resolve the Dispute by mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure (the current version at the time of the Dispute (the "**CEDR Model Mediation Procedure**")).

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(b) To initiate a mediation pursuant to paragraph 2(a) the claiming party must give notice in writing (the "**ADR Notice**") to the other party addressed to its Director and to the Chief Executive of CEDR requesting a mediation in accordance with paragraph 2(a) and such notice must be given within 10 days after the date upon which the time for the Directors to resolve the Dispute pursuant to paragraph 1(b)(iii) expired (or such longer period as is reasonable in all the circumstances).

(c) The parties will sign a mediation agreement in accordance with CEDR's Model Mediation Agreement (or in such other terms as may be agreed by the parties in writing (the "**Mediation Agreement**")). The Mediation Agreement will be signed not less than seven days prior to the date fixed for the mediation of the Dispute.

(d) The mediation shall take place in London, and the language of the mediation will be English. The Mediation Agreement referred to in the CEDR Model Mediation Procedure shall be governed by and construed and take effect in accordance with English law.

(e) If the parties are unable to reach a settlement at the mediation, neither party shall call the mediator(s) as witnesses in any arbitration or court proceedings involving or relating to the Dispute.

3. Arbitration

(a) If the parties have not settled the Dispute by mediation pursuant to paragraph 2, the parties shall endeavour to agree within 10 days after the conclusion of the mediation to resolve the Dispute by arbitration to be conducted in accordance with rules of arbitration to be agreed by the parties.

(b) The parties shall not refer the Dispute to arbitration unless they have both agreed in writing to such arbitration and that the decision of the arbitral tribunal shall be final and binding.

4. Court Proceedings

(a) If the Dispute is not settled by negotiation in accordance with paragraph 1(b) or by mediation in accordance with paragraph 2 and the parties do not agree in writing to resolve the Dispute by arbitration in accordance with paragraph 3 within 10 days after the date of the conclusion of the mediation, either party may initiate court proceedings in respect of the Dispute subject to the other provisions of this Agreement.

(b) If proceedings have already been issued and served pursuant to paragraph 1(a), either party may apply for the stay to be lifted and shall give at least 10 days' written notice of this application to the other party.

5. Continued Performance of Obligations

Unless this Agreement has already been terminated, the parties shall continue to perform their obligations under the Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution pursuant to this Schedule 10.

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6. Interim Relief

Nothing in this Agreement shall prevent either party seeking interim relief in any court.

7. Excluded Disputes

(a) Any Dispute (whether as to liability or quantum or both) as to any obligation to make any payment under this Agreement or to our right to withhold, reduce or recover any Grant, or to apply clawback in relation to any Grant shall be an "**Excluded Dispute**".

(b) At any time a party, acting in good faith, may notify the other party in writing that it considers a Dispute to be an Excluded Dispute and may at any time thereafter institute proceedings in the English courts in respect of such Dispute (the "**Notice of Excluded Dispute**"). The Notice of Excluded Dispute shall include the grounds on which the party delivering the notice considers the Dispute to be an Excluded Dispute.

(c) Any disagreement as to whether a Dispute that has been referred to the courts pursuant to paragraph 7(b) is or is not an Excluded Dispute shall be determined by the court in which those proceedings have been initiated.

(d) Excluded Disputes shall not be referred to negotiation, mediation or arbitration in accordance with paragraphs 1(b), 2 and 3 but shall be subject to the exclusive jurisdiction of the English courts.

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SCHEDULE 11

Statement of Delivery Expenditure

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SCHEDULE 12

Programme Logo

In addition and without prejudice to the requirements of Clause 45 and the requirements set out in the Delivery Handbook, for all communications, marketing activities and materials relating to the project, you shall keep up to date with and comply with the information and publicity requirements for the ESF programme set out at: <https://www.gov.uk/government/publications/european-structural-and-investment-funds-programme-guidance>

All materials produced by Grantees and their Sub-Grantees or sub-contractors, including but not limited to publicity materials and template forms, must include the “supported by Mayor of London/European Social Fund/Careers & Enterprise Company” lock-up logo shown here:



You must comply with any additional guidance on use of the “supported by Mayor of London/European Social Fund” logo and the Careers & Enterprise Company Logo that may be provided by the GLA or the Careers & Enterprise Company from time to time. Material that is ready for approval should be sent to the GLA Representative who may take up to 10 working days to respond.

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SCHEDULE 13

Processor Clauses

For the purposes of this Schedule 13, the following definitions shall apply

“Agreement Personal Data” Personal Data which is to be Processed under this Agreement and as more particularly described in Schedule 14

“Applicable Laws” any:

- (a) law including any statute, statutory instrument, bye law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including any judgment, order or decision of any court, regulator or tribunal);
- (b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- (c) industry code of conduct or guideline

in force from time to time which relates to this Agreement and/or the activities which are comprised in all or some of the Services or the use or application of the output from the Services

“Data Security Incident” (a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Agreement Personal Data transmitted, stored or otherwise Processed; or

(b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Agreement Personal Data that has previously been subject to a breach within the scope of paragraph (a), which may result in exploitation or exposure of that Agreement Personal Data; or

(c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Agreement Personal Data

“International Transfer” a transfer to a country outside the European Economic Area (as it is made up from time to time) of Agreement Personal Data which is undergoing Processing or which is intended to be Processed after transfer

“Sub-Processor” any third party appointed by the Supplier to Process Agreement Personal Data

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1. DATA PROTECTION AND INFORMATION SECURITY

- 1.1 The GLA authorises the Grantee, to Process the Agreement Personal Data during the term of this Agreement as a Processor solely for the purpose and to the extent described in Schedule 14.
- 1.2 In performing the Services and its other obligations under this Agreement the Grantee will:
 - 1.2.1 comply with the Data Protection Laws;
 - 1.2.2 not cause the GLA to breach any obligation under the Data Protection Laws; and
 - 1.2.3 notify the GLA without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws or this Schedule 13, without prejudice to its obligations to comply with, or to any rights or remedies which the GLA may have for breach of, the Data Protection Laws or this Schedule 13.
- 1.3 The Grantee will not engage or use any third party for the Processing of Agreement Personal Data or permit any third party to Process Agreement Personal Data without the prior written consent of the GLA.
- 1.4 If the Grantee appoints a Sub-Processor, the Grantee will ensure that, prior to the Processing taking place, there is a written Grant Agreement in place between the Grantee and the Sub-Processor that specifies the Sub-Processor's Processing activities and imposes on the Sub-Processor the same terms as those imposed on the Grantee in this Schedule 13. The Grantee will procure that Sub-Processors will perform all obligations set out in this Schedule 13 and the Grantee will remain responsible for all acts and omissions of Sub-Processors as if they were its own.
- 1.5 The Grantee will:
 - 1.5.1 Process the Agreement Personal Data only on documented instructions (including this Agreement) from the GLA (unless the Grantee or the relevant Sub-Processor is required to Process Agreement Personal Data to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case the Grantee will notify the GLA of such legal requirement prior to such Processing unless such Applicable Laws prohibit notice to the GLA on public interest grounds);
 - 1.5.2 immediately inform the GLA in writing if, in its reasonable opinion, any instruction received from the GLA or a member of its Group infringes any Data Protection Laws;
 - 1.5.3 without prejudice to paragraph 1.5.1, ensure that Agreement Personal Data will only be used for the purpose and to the extent described in Schedule 14;
 - 1.5.4 without prejudice to paragraph 1.5.3, not without the prior written consent of the GLA:
 - 1.5.4.1 convert any Agreement Personal Data into anonymised, pseudonymised, depersonalised, aggregated or statistical data;
 - 1.5.4.2 use any Agreement Personal Data for "big data" analysis or purposes; or
 - 1.5.4.3 match or compare any Agreement Personal Data with or against any other Personal Data (whether The Grantee's or any third party's);
 - 1.5.5 ensure that any individual authorised to Process Agreement Personal Data accesses such Agreement Personal Data strictly on a need to know basis as necessary to perform their role in the performance of this Agreement, and:
 - 1.5.5.1 is subject to confidentiality obligations equivalent to those set out in clause 33 or is under an appropriate statutory obligation of confidentiality;

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- 1.5.5.2 complies with this paragraph 1; and
 - 1.5.5.3 is appropriately reliable, qualified and trained in relation to their Processing of Agreement Personal Data;
 - 1.5.6 keep all Agreement Personal Data confidential in accordance with the provisions of clause 33 provided that in the event and to the extent only of any conflict between this paragraph 1 and clause 33, this paragraph 1 will prevail; and
 - 1.5.7 at the option of the GLA, securely delete or return to the GLA in the format required by the GLA) all Agreement Personal Data promptly after the end of the provision of Services relating to Processing or at any time upon request, and securely delete any remaining copies and promptly certify (via a director) when this exercise has been completed.
- 1.6 The Grantee will not make an International Transfer without the GLA's prior written consent. If the GLA gives its prior written consent to an International Transfer, before making that International Transfer the Grantee will demonstrate or implement, to the GLA's satisfaction, appropriate safeguards for that International Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available. Such appropriate safeguards may include:
- 1.6.1 there is in force a European Commission decision that the country or territory to which the International Transfer is to be made ensures an adequate level of protection for Processing of Personal Data;
 - 1.6.2 the relevant Data Processor/Processor enters into an agreement with the GLA in the form of the standard grant clauses approved by the European Commission decision for the transfer of personal data to processors established in third countries from time to time, completed with such information as the GLA may reasonably require; or
 - 1.6.3 the International Transfer is to the United States of America and the relevant Processor has and maintains for the duration of the Processing a current registration under the US-EU Privacy Shield.
- If the appropriate safeguards demonstrated or implemented by the Grantee (or the relevant Processor) in accordance with this paragraph 1.6 are deemed at any time not to provide an adequate level of protection in relation to Agreement Personal Data, The Grantee will implement such alternative measures as may be required by the GLA to ensure that the relevant International Transfer and all resulting Processing are compliant with Data Protection Laws. The Grantee or the relevant Sub-Processor will not need to comply with the conditions set out in this paragraph 1.6 if it is required to make an International Transfer to comply with United Kingdom, European Union (as it is made up from time to time) or European Union member state Applicable Laws, in which case The Grantee will notify the GLA of such legal requirement prior to such International Transfer unless such Applicable Laws prohibit notice to the GLA on public interest grounds.
- 1.7 The Grantee will:
- 1.7.1 implement, and assist the GLA [and the other members of its Group] to implement, technical and organisational measures to ensure a level of security appropriate to the risk presented by Processing the Agreement Personal Data, in particular from a Data Security Incident;
 - 1.7.2 notify the GLA immediately if at any time the Grantee or a Sub-Processor is, or ought to be, aware of any reason why it is unable to comply with paragraph 1.7.1, without prejudice to its obligation to comply with, or to any rights or remedies which the GLA may have for breach of, paragraph 1.7.1;
 - 1.7.3 notify the GLA immediately (and in any event within 24 hours) after becoming aware of a reasonably suspected, "near miss" or actual Data Security Incident, including the

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nature of the Data Security Incident, the categories and approximate number of Data Subjects and Agreement Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Grantee (and Sub-Processors) may not delay notification under this paragraph 1.7.3 on the basis that an investigation is incomplete or ongoing;

- 1.7.4 promptly (and in any event within 72 hours) notify the GLA of any request that it receives for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Agreement Personal Data;
- 1.7.5 provide reasonable assistance to the GLA in responding to requests for exercising Data Subjects' rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with Agreement Personal Data, including by appropriate technical and organisational measures, insofar as this is possible;
- 1.7.6 not, without the GLA's prior written consent, make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Agreement Personal Data;
- 1.7.7 assist the GLA in:
 - 1.7.7.1 documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
 - 1.7.7.2 taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
 - 1.7.7.3 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 1.8 The Grantee will:
 - 1.8.1 make available to the GLA all information necessary to demonstrate compliance with the obligations set out in this paragraph 1; and
 - 1.8.2 allow for and contribute to audits, including inspections, conducted by The GLA or another auditor mandated by The GLA.
- 1.9 The Grantee will prepare and securely maintain a record of all categories of Processing activities carried out on behalf of the GLA in relation to the Agreement Personal Data, including as a minimum: (i) its name and contact details and details of its Data Protection officer [or other person with responsibility for data protection compliance]; (ii) the categories of Processing it carries out on behalf of the GLA; (iii) International Transfers; (iv) a general description of the technical and organisational security measures referred to in paragraph 1.7.1; and (v) the same information in relation to any Sub-Processor, together with its name and contact details (together the "Data Record"). The Grantee will promptly upon request securely supply a copy of the Data Record to the GLA.
- 1.10 The Grantee will indemnify the GLA against the Recoverable Liabilities, in each case arising out of or in connection with any breach by the Grantee or any Sub-Processor of any of its obligations under this paragraph 1 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).

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1.11 Any breach of this paragraph 1 by the Grantee or any Sub-Processor will be a material breach of this Agreement [which is not capable of being remedied], irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach.

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SCHEDULE 14

Agreement Personal Data

Description	Details
Subject matter of Processing	The subject matter is the personal data of Participants and/or Beneficiary Organisations on ESF Programmes administered by the GLA Co-Financing Organisation that are subject to the conditions of this Grant Agreement and as defined in the Enrolment/Engagement Forms included in the Delivery Handbook at Schedule 7 of this Agreement, and/or the Participant Data Form issued by the GLA and referenced at Schedule 6 Part 2 (as amended from time to time) , and/or the Beneficiary Organisation Data Form issued by the GLA and referenced at Schedule 6 Part 3 (as amended from time to time)
Duration of Processing	The duration of the Processing covers the period of this Grant Agreement and any period thereafter where the GLA require the data in respect of activity that the GLA is required to carry out in respect of Monitoring, Claims, Audit or Evaluation, up to the Retention Date as defined in clause 13.1.4 of this Grant Agreement.
Nature and purposes of Processing	The nature and purposes of the processing are as defined in the Declarations in the Enrolment/Engagement Forms included in the Delivery Handbook at Schedule 7 of this Agreement
Type of Personal Data	The personal data to be processed is data which can be used to identify a Participants and/or Beneficiary Organisations collected in the Enrolment/Engagement Forms included in the Delivery Handbook at Schedule 7 of this Agreement, and/or the Participant Data Form issued by the GLA and referenced at Schedule 6 Part 2 (as amended from time to time) , and/or the Beneficiary Organisation Data Form issued by the GLA and referenced at Schedule 6 Part 3 (as amended from time to time)
Categories of Data Subject	The data subjects are Participants and/or Beneficiary Organisations as defined in this Grant Agreement.
Retention and destruction of the data once the processing is complete UNLESS requirement under union or member state Law to preserve that type of data	The Grantee is required to retain data until the Retention Date as defined in clause 13.1.4 of this Grant Agreement.

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SCHEDULE 15

Insurances

The insurances referred to in clause 10 are:

1. Public and Third-Party Liability and Product Liability Insurance for not less than £2 million pounds with a minimum of £2 million pounds in respect of any one claim;
2. Employer's Liability Insurance of not less than £5 million pounds, with a minimum of £2 million pounds in respect of any one incident at all times while you employ less than 100 people and for not less than £10 million pounds with a minimum of £2 million pounds in respect of any one claim whenever you employ 100 or more people;
3. Insurance against loss, damage or fraudulent conversion/misappropriation to Capital Assets or funds provided to the agreed value of the Capital Assets or funds provided, but in any event of not less than £100,000 with a minimum of £100,000 in respect of any one incident;
4. If required by the nature of your activities and the Project Activities, Professional Indemnity Insurance of not less than £2 million pounds, with a minimum of £2 million pounds in respect of any one incident;
5. If applicable and if your constitutional rules allow it, Trustees' Liability Insurance to the value of the Grant;
6. Insurance to cover the full reinstatement cost of the Property in the event of loss or damage;
7. From the date the Works are commenced sufficient insurance to cover the cost of fully reinstating the Works in the event of total destruction (including demolition and site clearance).
8. Notwithstanding the above, if we reasonably consider that the limits on insurance set out above are insufficient having regard to the specific requirements of the Project, we can as a condition to the provision, or continued provision of Grant under this Agreement, require you or your Sub-Grantees, sub-contractors or suppliers to take out insurances with a higher liability limit at no additional cost to us.

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SCHEDULE 16

De Minimis Aid disclosure form and guidance notes relating to the De Minimis and exemption

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GREATER LONDON AUTHORITY

DE MINIMIS AID DISCLOSURE FORM

Please complete this form as appropriate.

Name of Business/Organisation:

Address:

Telephone:

1. I/ We recognise that the assistance, grants and other benefits (as relevant) funded by the GLA and being provided under the above Project involves the provision of assistance that under European Union rules is characterised as "De Minimis Aid"¹ within the meaning of the European Commission's De Minimis Aid Exemption Regulation (Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 ("the Regulation"))².

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

and where it has that the value of such assistance received in the last three (3) consecutive Financial Years is as follows:

Include any aid you have applied for but not yet had a decision about.)

Date of Payment	Name of Provider and Programme under which it was given	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 GLA 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.

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

Signed

Name

.....
Date

Please return this form to the GLA Representative

¹ See Annexure 7(a) for an explanation of De Minimis Aid
²http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf

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AG (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 Exemption (Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid). These rules allow any single enterprise (firm, company, sole trader or entrepreneur) to receive up to €200,000 (approximately £130,000 sterling) 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, risks or liabilities 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 previously by us under this Project or any other project, as well any aid and assistance provided by another public body or source. The GLA 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 already have been provided to your business as "De Minimis Aid" or under another State Aid regulation. Should you have any doubts on this matter, please contact the body which provided the assistance to clarify the terms on which it was given (ask if it was classed as "De Minimis aid") or raise the matter immediately with the GLA Representative.

- 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) including under European Commission programme
- 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, even if the funds were originally not public such as the national lottery
- Waiver or deferral of fees or interest normally due to a public body such as the waiver or deferral of rent or waiver of interest normally due on late payment of taxation, rent or other costs to a public body.

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SCHEDULE 17

Form of Parent Company Guarantee

(Letterhead of Parent Company)

To: [insert name and address of the Authority]

Date:

Dear Sir/Madam

We, [insert name of Guarantor] ("**the Guarantor**"), understand that you have agreed to enter into Agreement No [insert contract number] ("**the Contract**") with [insert name of Grantee] ("**the Service Provider**") in respect of [briefly describe nature of agreement] on the condition that the obligations of the Grantee under the Agreement be guaranteed by a Guarantor.

We are [recite the relationship of the Guarantor to the Grantee], and we warrant to you that this description of our relationship with/to the Grantee is true and accurate in all material respects.

WE HEREBY AGREE AND UNDERTAKE with you as follows: -

- (a) We unconditionally guarantee on demand:
- (i) the proper, complete and punctual performance by the Grantee of any and all its obligations, undertakings and responsibilities under the Agreement and we shall forthwith make good any default thereunder on the part of the Grantee; and
 - (ii) the due and punctual payment by the Grantee of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable to you under or arising out of the Agreement in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Grantee;
- when and as the same shall become due for performance or payment (as the case may be).
- (b) As a separate and primary obligation we unconditionally guarantee to you that in the case of default by the Grantee in making any of the payments or in performing any of the obligations, undertakings and responsibilities set out in paragraph (a) above, we shall on demand pay all sums and observe and perform any or all of such obligations, undertakings and responsibilities as if we instead of the Grantee were the primary obligor. Any payment under this Guarantee shall be made by us in pounds sterling or in any currency which may from time to time replace pounds sterling.
- (c) This Guarantee shall be a continuing security and shall remain in full force and effect until all obligations to be performed or observed by the Grantee under or arising out of the Agreement have been duly and completely performed and observed and the Grantee shall have ceased to be under any actual or contingent liability to you thereunder.

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- (d) Any demand or other notice made by you under this Guarantee shall be duly made if sent by first class recorded delivery post to us.
- (e) You shall be entitled to enforce this Guarantee without first notifying the Grantee of any default or taking any proceedings or demanding upon, enforcing or exhausting any right or remedy against the Grantee or any other person or taking any action to enforce any other security, bond or guarantee held by you or making or filing any claim in a bankruptcy, liquidation, administration or insolvency of the Grantee or any person.
- (f) If any sum due or purportedly due under this Guarantee is not or would not be recoverable under a guarantee for any reason whatsoever, whether or not known to you, such sum shall still be recoverable from us as a sole principal debtor upon the terms of this Guarantee.

PROVIDED THAT:

- 1. We shall be under no greater obligation or greater liability under this Guarantee than we would have been under the Agreement if we had been named as the Grantee in the Agreement.
- 2. Our obligations hereunder are those of primary obligor and shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
 - (a) any alteration or variation to the terms of the Agreement made by agreement between you and the Grantee (including, without limitation, any increase in the Grantee's obligations under the Agreement or any alteration in the extent or nature or sequence or method or timing of the discharge of obligations under the Agreement) or any novation of the Agreement (in whole or in part); or
 - (b) any time being given to the Grantee or any other indulgence, waiver, concession, forbearance or forgiveness to the Grantee (whether express or by conduct) or any other thing done, omitted or neglected to be done under the Agreement; or
 - (c) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Grantee under the Agreement; or
 - (d) the release or waiver of any such bond, security or guarantee referred to in paragraph 2(c) above; or
 - (e) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Grantee; or
 - (f) the winding-up, bankruptcy, administration, receivership or insolvency of the Grantee; or
 - (g) any legal limitation, disability or incapacity relating to the Grantee or discharge by operation of law or any change in the constitution, name or style of the Grantee or any other person (whether or not known to you); or
 - (h) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Grantee under the Agreement; or

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- (i) the termination or partial termination of the Agreement for any reason or the making of any variation to the Agreement; or
 - (j) any claim or enforcement of payment from the Grantee or any other person;
 - (k) any act or omission which would not have discharged or affected the liability of a sole principal debtor instead of a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish our liability under this Guarantee.
3. So long as we remain under any actual or contingent liability under this Guarantee, we shall not exercise any right of subrogation or any other right or remedy which we may have against the Grantee in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or prove in any liquidation of the Grantee in competition with you for any sums or liabilities owing or incurred to us by the Grantee in respect of any such payment by or recovery from us or take or hold any security from the Grantee in respect of any liability of ours hereunder. We shall hold any monies recovered or security taken or held in breach of this provision in trust for you.
4. Except where prevented from doing so by law, we waive and agree not to enforce or claim the benefit of any and all rights we have or may from time to time have as guarantor under any applicable law which is or may be inconsistent with any of the provision of this Guarantee.
5. This Guarantee is irrevocable.
6. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.

[For non-UK resident Guarantors only:

7. For the purposes of this Guarantee we hereby appoint of (to be a London address) to accept service of process on our behalf, and service on the said at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
8. You will be entitled to assign the benefit of this Guarantee in whole or in part, but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
9. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Guarantee and shall be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this shall not affect any other provisions of this Guarantee which shall remain in full force and effect.

Executed as a Deed and delivered the day and year written above.

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Executed as a Deed by) _____
[Parent Company]) Director
acting by a Director and the)
Secretary or by two Directors) _____
Director/Secretary

OR

The common seal of) _____
[Parent Company]) Director
was affixed in the presence of:)
) _____
Director/Secretary

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FORM OF LEGAL OPINION FOR USE WITH GUARANTEE

To: [insert name and address of the Authority]

Date:

Dear Sir/Madam

I am counsel to and I am giving this legal opinion in connection with the making by of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "Guarantee") dated made between..... (the "Guarantor") and [insert name of Authority] ("the Authority"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of..... I am pleased to advise that in my opinion:
 - (a) the Guarantor was incorporated in on as a [company with limited liability] and validly exists under the laws of as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
 - (b) the Guarantor has the necessary power and authority, and all necessary corporate and other action (including, without limitation, approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
 - (c) The entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
 - (i) any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
 - (ii) any law or order or constitutional document in respect of the Guarantor to be contravened;
 - (iii) any default under or give rise to an obligation to create or impose any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;

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- (c) the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of and in the courts of
- (d) the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
- (e) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [COUNTRY] required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;
- (f) the obligations of the Guarantor under the Guarantee rank at least equally and rateably (pari passu) in point of priority and security with any and all other unsecured obligations of the Guarantor;
- (g) all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [COUNTRY] or any authority of or in [COUNTRY];
- (h) there are no registration, stamp or other taxes or duties of any kind payable in in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
- (i) The Authority will not violate any law or regulation in nor become liable to tax in by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place of business in in order to enforce any provisions of the Guarantee;
- (j) the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the Courts;
- (k) the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
- (l) any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the courts without re-trial or re-examination of the merits of the case;
- (m) neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
- (n) so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.

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3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of and accordingly express no legal opinion herein based upon any law other than the laws of

Signed

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