

# GREATER LONDON AUTHORITY

**AGREEMENT FOR THE PROVISION OF FUNDING RELATING  
TO [ ]**

**between**

**The Greater London Authority**

**-and-**

**[ ]**

## Summary cover sheet for publication in compliance with the Local Government Transparency Code

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

<b>The beneficiary is:</b>	<i>A voluntary and community sector organisation:</i> <input type="checkbox"/> <i>A social enterprise:</i> <input type="checkbox"/> <i>Other:</i> <input type="checkbox"/> <i>If "Other" please provide more detail</i> .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>The award of this grant was formally approved by:</b>	MD/DD/ADD/DAR	number
<b>The grant is awarded on:</b>	Click here to enter date of signature	
<b>The grant covers the following time period:</b>	from DAY/MONTH/YEAR to DAY/MONTH/YEAR	
<b>It is awarded by:</b>	Relevant GLA team and directorate	
<b>to:</b>	Name of beneficiary	
<b>Company or charity registration number:</b>	Company number: _____ Charity number: _____	
<b>The grant is for a total of:</b>		pounds
<b>Purpose of the grant:</b>	Brief explanation	

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

(Diane Arter [diane.arter@london.gov.uk](mailto:diane.arter@london.gov.uk) / Post Point 17A / Tel extension: 4642).

**THIS AGREEMENT** is made this                    day of

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**BETWEEN:**

(1) **THE GREATER LONDON AUTHORITY** (GLA) whose principal offices are at City Hall, The Queen’s Walk, London, SE1 2AA (“the Authority”); and

(2) [                    ] (Company/Charity registration no: [                    ]) [of/whose principal office is at] [                    ] (“the Recipient”)

**IT IS HEREBY AGREED THAT:**

**1. Background**

- 1.1 The Recipient requested funding from the Authority and provided to the Authority a proposal for the use of such funding.
- 1.2 Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Authority wishes to assist the Recipient in its programme/project [add project title and set out project description in Schedule 1] by the provision of the GLA Funding to the Recipient.
- 1.3 The Recipient’s total costs of fulfilling the Project Objectives are [words] pounds sterling (£[numbers], the Recipient has committed itself to meeting the Project Objectives [and contributing [words] pounds sterling (£[numbers] to the Project (“the Recipient’s Contribution”)] and use all reasonable endeavours to secure Additional Funding for use in meeting the Project Objectives.
- 1.4 This Agreement sets out the terms and conditions upon which the Authority will make the funding available to the Recipient.
- 1.5 The provision of the GLA Funding amounts to a conditional gift and is therefore not subject to VAT. If, at any time, it is held by the UK government to be subject to VAT, then the Recipient agrees and acknowledges that the GLA Funding shall have included any and all applicable VAT.
- 1.6 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 18.

**2. The Project Objectives**

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

- 2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.
- 2.3 The Recipient shall:
- (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and
  - (b) where the meeting of Project Objectives consists of the achievement of:
    - (i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement: and/or
    - (ii) Project Outputs, notify the Authority in writing immediately upon becoming aware that any Project Outputs are likely to exceed or are likely to be less than the relevant agreed number of Project Outputs set out in the Output Related Funding Schedule.

## **2A. Designated Capital and Revenue Funding**

- 2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that [words] pounds sterling (£[numbers]) in the 201[ ]-[ ] Financial Year, [words] pounds sterling (£[numbers]) in the 2015-16 Financial Year and [words] pounds sterling (£[numbers]) in the 201[ ]-[ ] Financial Year will be used solely as a contribution to revenue expenditure incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, is estimated to deliver benefits that will accrue over a period of 15 years on average and on the basis that it will be recorded in the Recipient's accounts in this manner. A copy of the certification is attached at Schedule 8 to this Agreement.

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

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

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

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with the Funding Schedule (See Schedule 2) and this Clause 4. For the avoidance of doubt the Recipient shall not be permitted to make claims for GLA Funding designated as capital funding at Clause 18.8 and certified in accordance with Clause 2A in respect of revenue expenditure; nor for GLA Funding designated as revenue funding at Clause 18.8 in respect of capital expenditure.

- 4.2 Where Project Objectives are to be met on a:

- (a) Milestone basis, the provisions of Part A of the Funding Schedule shall apply to, and govern the Recipient's making of claims for and the Authority's making

of payments of GLA Funding; and/or

(b) Project Output basis, the provisions of Part B of the Funding Schedule shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.

- 4.3 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Project Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.
- 4.4 Where this Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation the Recipient shall do so evaluating the impacts and outcomes of the Project in accordance (as a minimum) the self-evaluation template set out at Schedule 7.
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

## **5. Ineligible Expenditure**

- 5.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:
  - a) activities or objectives not listed in Schedule 1 or 2;
  - b) recoverable input VAT incurred;
  - c) any liability arising out of the Recipient's negligence or breach of contract;
  - d) payments for unfair dismissal, constructive dismissal or redundancy to staff employed on fixed term contracts signed after June 1996, where this arises in respect of the expiry of that term without it being renewed; and/or
  - e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.

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

## **6. Financial Accountability**

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

- a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs;
- b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- g) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer) and Additional Funding received. All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of the Project;
- h) make (complying always fully with the requirements of the Data Protection Act 1998 and all applicable regulations) all relevant data, information and documents available and provide access at any time for:
  - i) inspection visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents);, and

- ii) an external audit and review of the Project Objectives, Milestones and/or Project outputs and of financial appraisal and monitoring systems; and

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

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

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

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

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

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

6.5 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably

incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

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

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

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

- a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives; Milestones and/or Project Outputs
- b) the Recipient fails to deliver the Project or meet the Project Objectives Milestones and/or Project Outputs and/or the delivery of the Project, Project Objectives Milestones and/or Project Outputs is reasonably adjudged by the Authority to be unsatisfactory, which shall include (without limitation) the Recipient's failure;
- b) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- c) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
- d) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- e) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- f) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
- g) any of the events referred to in Clause 6.1 (d), (e) or (f) occur;



- h) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied; and/or
- i) the Recipient fails to comply with the Authority's policies in place from time to time in place in undertaking activity pursuant to the Project (those of particular relevance are listed in Schedule 4).
- j) the Recipient fails to provide the Authority upon request with:
  - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
  - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs;
- k) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.

7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.

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

7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving **[insert notice duration]** notice in writing to the Recipient.

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

- a) Clause 7.1:

- i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
  - ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
  - iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement;
  - iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate;
- b) Clause 7.4:
- i) the provisions of Clause 7.5(a) shall apply; and
  - ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and the Funding Schedule.

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

- 8.1 All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
- a) using a fair and transparent documented decision making process taking account of public sector accountability and probity;
  - b) in accordance with all relevant law including the Public Contracts Regulations 2015, GLA Contracts Code and underlying European Union Procurement Directives if applicable. For the avoidance of doubt:
    - (i) 3 or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and
    - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000.00; and
  - c) in accordance with government best practice relating to procurement practices and procedures; and
- 8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all applicable European Union rules on State Aid and shall ensure that all

requirements for the application of the Block Exemptions or notification and approval by the Commission under such rules are met.

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

Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.

- 8.7 The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.
- 8.8 The Authority may monitor the Recipient's compliance with the requirements of this clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement for the purposes of clause 7.1(d).

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

- 9.1 The Recipient shall ensure that, where appropriate, publicity is given to the Project and the fact that the Authority is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least [*one month*] before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free license to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

## **10. Agency**

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

- 10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Authority for any purpose whatsoever.

## **11. Amendment**

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

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

- 12.1 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall not less than 7 days before the date of the relevant Review Meeting submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Project Monitoring Forms and shall include but not be limited to:
- a) the progress and delivery of the Project and Project Objectives, Milestones and/or Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
  - b) the amount of Additional Funding secured by the Recipient;
  - c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
  - d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.

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

(a) cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project; and

(b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project.

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

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

a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;

b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and

b) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

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

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

(a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

(b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:

(i) eliminate unlawful discrimination and harassment;

(ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and

(iii) foster good relations between people who share a protected characteristic and those that do not (protected characteristics having the meaning ascribed to them by the Equality Act 2010 and including (without limitation): age, race, gender, disability, religion or belief, sexual orientation, marital or civil partnership status, gender reassignment),

shall, in undertaking any activity concerning the Project assist and cooperate with the Authority where possible in satisfying the above duties;

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;
- (d) shall if required by the Authority , ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement; and
- (e) shall where relevant to the Project be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2007 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations.

## **14. Liability and Insurance**

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

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

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

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

15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in manner so as to comply with the Data Protection Act 1998 including (without limitation) the maintenance of an appropriate registration with the Information Commissioner and complies in all respects with the provisions of the Data Protection Act 1998 and all applicable regulations.

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

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

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

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

15.5 The Recipient acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3 the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
- (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA (as defined in Clause 15.2 above). The Authority



may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

- 15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

## **16. Entire Agreement**

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

## **17. Force Majeure**

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

## **18. Definition of Terms**

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

- 18.1 **"Additional Funding"** has the meaning prescribed to that term in clause 4.3 of this Agreement.
- 18.2 **"Agreement Information"** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount;
- 18.3 **"Authority's Representative"** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.
- 18.4 **"Block Exemptions"** means as the context requires the De Minimis block exemption (EC Regulation 1998/2006) SME Aid block exemption (EC Regulation 70/2001 as amended) Training Aid block exemption (EC Regulation 68/2001 as amended) Employment Aid block exemption (EC Regulation 2204/2002 as amended) and/or Regional Aid block exemption (EC Regulation 1628/2006).

- 18.5 **“Certificate of Output Delivery”** means the certificate to be completed and submitted to the Authority in accordance with part B of the Funding Schedule 2, and Schedule 9 as amended by the Authority from time to time.
- 18.5 **“De Minimis Aid Exemption”** means the De Minimis block exemption (EC Regulation 1998/2006).
- 18.6 **“De Minimis Disclosure Form”** means the form attached at Schedule 5 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 18.7 **“De Minimis Threshold”** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.
- 18.8 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 18.9 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 18.10 **“Funding Schedule”** means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement.
- 18.11 **“GLA Funding”** means a sum of up to [words] pounds sterling (£[numbers ]) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.
- 18.12 **“Insolvent”** means:
- where the Recipient is an individual (or if more than one individual than any one of them):
    - (a) the subject of a bankruptcy petition;
    - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
    - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
  - where the Recipient is a body corporate (or if more than one body corporate than any one of them):

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

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

18.14 **“Milestones”** means the milestones set out in Part A Schedule 2 for the Recipient’s fulfillment of the Project Objectives set out in Schedule 1.

18.15 **“Monthly Monitoring Form”** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.32 and which shall take the form of the template set out at Schedule 6.

18.16 **“Output Related Funding”** means the GLA funding paid in respect of Project Outputs as set out in Part B of Schedule 2.

- 18.17 **“Outputs Value Return”** means the return confirming Outputs delivered in a quarterly claim period and cumulatively from which, using the Unit Rates, the claim amount for the Quarter will be calculated as well as the cumulative amount claimed to date in the form set out at part C of Schedule 6 as amended by the Authority from time to time.
- 18.18 **“Overall Unit Cost”** means the total Output Related Funding divided by the number of Sustained Outcomes. The overall unit cost for [ ] programme/project is [words] pounds sterling (£[numbers]).

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

- 18.19 **“Project Outputs”** means the outputs including the Sustained Outcomes to be met by the Recipient as set out in Schedule 1 and/or 2 any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.20 **“Project”** means the [insert project title].
- 18.21 **“Project Objectives”** means the objectives to be met by the Recipient as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.22 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 18.23 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise incusing (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs or the enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 18.24 **“Relevant Aid Trigger Point”** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years.

- 18.25 **“Relevant Enterprise”** means an entrepreneur sole trader partnership firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children young people and adults in education unemployed persons apprentices persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 18.26 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA
- 18.27 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 18.28 **“Statement of GLA Funding Expenditure”** means the statement to be provided by the Recipient to the Authority in accordance with section 1 of Part B of the Funding Schedule setting out full details of Expenditure incurred on the Project and in respect of which claims for GLA Funding have been made [in the previous Financial Year], which shall be accompanied by copy invoices clearly showing Expenditure Incurred on the Project Outputs or in the absence of such invoices contract documents and transaction listings from the Recipient’s finance management system and certified as true and accurate records of such expenditure by the Recipient’s Chief Financial Officer in the form set out in Schedule 8 as amended by the Authority from time to time.
- 18.29 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 18.30 **“Sustained Outcomes”** means [ ] as set out at Schedule 10 and/or 2 or any annexure thereto.
- 18.31 **“Transparency Commitment”** means the transparency commitment stipulated by the UK government in accordance with which the Authority is committed to publishing its agreements, contracts, tender documents and data from invoices and claims received.
- 18.32 **“Unit Rates”** means the values associated with each specific Project Output as set out at Schedule in Schedule 1 and/or 2 any annexure thereto.
19. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Agreement.

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

**The Corporate Seal** of the )

**GREATER LONDON AUTHORITY** )

Hereto affixed is authenticated by: )

.....  
(Signature of Authorised Signatory)

.....  
(Print Name)

.....  
(Date)

**THE COMMON SEAL of [ ]**

was affixed to this Deed in the presence of:-

.....  
(Signature of Authorised Signatory)

.....  
(Print Name)

.....  
(Date)

# Schedule 1

## Project Description

[ ]

[Introduction]

### **Project objectives**

(set out the objectives as per the project's formal approval –MD, DD, ADD or other)

[ ]

## **Schedule 2**

### **Funding Schedules**

#### **Part A: for Milestone Related GLA Funding**

1. On achievement of the Milestones, the Recipient shall submit a claim form in the form set out at Schedule 6 (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its statutory chief financial officer (which shall mean where the Recipient is a London borough council including, without limitation, the Royal Boroughs, the City of Westminster and Corporation of London, the officer of the Recipient who is responsible for the proper administration of its financial affairs pursuant section 151 of the Local Government Act 1972 (Recipient's Chief Financial Officer)) to the Authority for the appropriate amounts as set out in the Funding Schedule for the relevant Milestone such claims to be accompanied by:
  - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require (in the form of the Monitoring Forms set out at Schedule 6); and
  - (b) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with the Funding Schedule, within 30 days of receipt of a valid invoices which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above.
3. If the report referred to in Clause 6.1(g) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(g) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.



**Milestone Funding Schedule**

Installment/ Milestone	Date on which claim may be made (subject to milestone achievement)	Evidence (in addition to the requirements of clause 4)	Amount (£) – UP TO

## **Part B: for Output Related GLA Funding**

1. The Recipient shall complete and submit to the Authority, within 14 days of the end of each quarter (quarters commencing on 1 April 201[ ]), for the term of this Agreement, a:
  - (a) completed Outputs Value Return (in the form set out at part C of Schedule 6 as amended by the Authority from time to time). The Recipient shall ensure that all Outputs claimed meet the eligibility criteria as specified in Schedule 10 (Programme/Project Output Definitions & Evidence Requirements);
  - (b) written report detailing progress in meeting the Project Outputs, the application of the Recipient's Contribution to the Project Outputs and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require such other documentation and information as the GLA may require from time to time (in the form of the Monitoring Forms set out at Schedule 6);
  - (c) such other evidence and information as the GLA may require from time to time (as set out in the Funding Schedule or otherwise).
  - (d) in addition and without prejudice to the forgoing provisions of this paragraph 1 the Recipient shall prepare and submit to the Authority an end of Financial Year Estimate Claim which shall confirm actual Outputs delivered pursuant to the Project to date and the associated drawdown of GLA Funding and provide a prudent estimate of all outstanding Outputs to be delivered pursuant to the Project to the end of that Financial Year (31 March) no later than 4 March in each Financial Year in respect of which GLA Funding has been or is to be sought;
  - (e) the Recipient shall no later than fifteen (15) Working Days after the end of a Financial Year in respect of which GLA Funding payment has been or is to be sought submit to the Authority a fourth quarter actual claim indicating actual Outputs delivered in the fourth quarter (January-March) of the previous Financial Year;
  - (f) as soon as reasonably practicable after the end of each Financial Year in respect of which GLA Funding payment has been or is to be sought and by such date as the Authority shall specify (provided always that such date shall be no later than 31 July in the Financial Year immediately succeeding that Financial Year (the "Final Statement Date")) the Recipient shall submit to the Authority a Certificate of Output Delivery as per Schedule 9 which shall confirm actual Outputs delivered and the associated drawdown of GLA Funding.
2. The Authority shall make payment to the Recipient in accordance with the Funding Schedule, within 30 days of receipt of a valid invoice which the Recipient may issue following the approval by the Authority of valid claim forms submitted in accordance with paragraph 1 above provided always that Recipient hereby acknowledges and agrees that in any event the Authority shall not pay any claim(s)

for the final ten percent (10%) of the GLA Funding until it is satisfied, having conducted any final monitoring and/or verification exercises which it considers, in its absolute discretion, necessary or otherwise.

3. The Recipient shall only include in any claims made in respect of Outputs made under this Agreement sums calculated in accordance with the Unit Rates for delivered Project Outputs as set out in this Output Related Funding Schedule and which meet the eligibility criteria as specified in Schedule 10.
4. If the Certificate of Output Delivery shows that the GLA Funding paid to the Recipient as at the date of the submission exceeds the Project Outputs delivered in the period to which the Certificate of Output Delivery relates, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following submission of the Certificate of Output Delivery to the Authority. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.
5. In accordance with the guidance set out in the Output Definitions & Evidence Requirements document (Schedule 10 of this Agreement), the Recipient shall retain data and systems needed for verification of each Output that has been delivered. This information shall be reviewed by the Authority at review meetings in accordance with Clause 12 of this Agreement.

### **Output Related Funding Schedule and output definitions**

[REDACTED]

[REDACTED]

## **Schedule 3**

### **The Authority's Logo**



## **Schedule 4**

### **Project Description**

[Project manager to list the GLA and Mayoral policies which are of particular relevance here for the project, such as London Plan, other strategies, London Living Wage or other.]

## Schedule 5 De Minimis Disclosure Form

### GREATER LONDON AUTHORITY DE MINIMIS AID DISCLOSURE FORM

Please complete this form as appropriate.

**Name of Business/Organisation:** .....

**Address:** .....

**Telephone:** .....

1. I/ We recognise that the assistance, grants and other benefits (as relevant) funded by the Greater London Authority and being provided under the above Project involves the provision of assistance that under European Union rules is characterised as “De Minimis Aid<sup>1</sup>” within the meaning of the European Commission’s De Minimis Aid Exemption Regulation (EC Regulation 1998/2006<sup>2</sup>).
  
2. I/ We declare that within the past 3 consecutive financial years (1<sup>st</sup> April to 31<sup>st</sup> March) the above business **[has] [has not]** received assistance, grants or other benefits from the Greater London Authority whether under this Project or any other Greater London Authority programme, or any other public body or public source

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

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

Date of Payment	Name of Provider	Amount £	Reason for Payment

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

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

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

Signed ..... Name .....

Date .....

**Please return this form to the Project Manager**

<sup>1</sup> See Annexure 7(a) for an explanation of De Minimis Aid

<sup>2</sup> Made 15<sup>th</sup> December 2006, effective 1<sup>st</sup> January 2007

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

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

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

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

- Consultancy advice provided either free or at a reduced rate
- Training provided either free or at a reduced rate
- Grants from public bodies (capital or revenue)
- Loans from public bodies at favourable rates
- Loan guarantees from public bodies
- Aid for investment in environmental projects at a free or reduced rate
- Provision of a free or reduced rate feasibility study for research and development or other assistance with research and development
- Grants from an investment trust (including charities) which may themselves have received the funds from a public body
- Grants from a part publicly funded venture capital fund
- Publicly administered funds, 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.

## Schedule 6

### a) Monthly Monitoring Form

**Project:**  
**Recipient:**  
**Start Date:**  
**Completion:**

1. Set out details of the progress you have made against the programme milestones

#### Project milestones to project end

#	Chronological milestones description	Owner	Planned date	Progress	Evidence (as per schedule 2, Part A)
1			dd/mm/yyyy		
2			dd/mm/yyyy		
3			dd/mm/yyyy		
4			dd/mm/yyyy		
5			dd/mm/yyyy		
6			dd/mm/yyyy		
7			dd/mm/yyyy		
8			dd/mm/yyyy		
9			dd/mm/yyyy		
10			dd/mm/yyyy		
11			dd/mm/yyyy		
12			dd/mm/yyyy		
13			dd/mm/yyyy		
14			dd/mm/yyyy		
15			dd/mm/yyyy		
16			dd/mm/yyyy		
17			dd/mm/yyyy		
18			dd/mm/yyyy		
19			dd/mm/yyyy		
20			dd/mm/yyyy		

*Guidance on completing table: Milestones should match those specified in Schedule 2 of the funding agreement.*



2. Payments date and forecast payments to project completion

<b>Total yearly Budget</b>		<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
	<b>Rev</b>			
<b>Cap</b>				
April	Rev			
	Cap			
May	Rev			
	Cap			
June	Rev			
	Cap			
July	Rev			
	Cap			
August	Rev			
	Cap			
September	Rev			
	Cap			
October	Rev			
	Cap			
November	Rev			
	Cap			
December	Rev			
	Cap			
January	Rev			
	Cap			
February	Rev			
	Cap			
March	Rev			
	Cap			
Total yearly Forecast	Rev			
	Cap			

3. Outline any programme risks and issues and the steps you are taking to mitigate these

[narrative]

## **b) Quarterly Claim Form**

- Please submit a hard copy of this claim form **signed by your Section 151 Officer**, (or Chief Financial Officer) and follow up with an electronic copy
- Electronic copies should be returned to: your GLA project manager.
- Hard copies should be returned to: [REDACTED], Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA
- **Please attach evidence of expenditure** (see section 2 for guidance on acceptable evidence)

### 1: Details of grant holder(s)

Borough	<input type="text"/>
Name of programme	<input type="text"/>
Name(s) of officer applying for grant:	
Position in organisation/borough	<input type="text"/>
Date last claim submitted (if applicable)	<input type="text"/>
Email address	<input type="text"/>
Correspondence address	<input type="text"/>
Postcode	<input type="text"/>
Tel number	<input type="text"/>
Mobile number	<input type="text"/>

  

GLA date of receipt
---------------------

## 2: Milestones and grant claim

Please list below the milestones for which you are claiming funding, along with the projects to which they relate.

Guidance on completing table:

A: Projects should match with the projects set out in Schedule 2 of the funding agreement.

B: Milestones should match with the milestones set out in Schedule 2 of the funding agreement

C: Please indicate the nature of the evidence provided to support this expenditure. The evidence should be a copy of an invoice, or in the absence of such an invoice, transaction listings from your finance management system showing actual expenditure.

D: Budget should match the budget set out in Schedule 2 of the funding agreement.

E: Self explanatory

F: Self explanatory

G: Match Funding (£)

H: Total amount claiming for this item in this claim.

A: Project	B: Milestone	C: Evidence	D. Budget (£)		E. Total expenditure to date on this item (Excl VAT)	F. Supplier name and invoice number	G. Match Funding (£)	H. Claim from the GLA (£)	
			Capital	Revenue				Capital	Revenue
<b>TOTAL</b>									



### 3: Declaration and undertaking

We declare that:

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

**This declaration must be signed by the project manager and the Section 151 Officer at the local authority (or Chief Financial Officer) which is making this claim.**

<b>Signature</b>	<b>Name in BLOCK letters</b>	<b>Position</b>	<b>Date</b>
		<i>(Project Manager)</i>	
		<i>(Section 151 Officer/ Chief Financial Officer)</i>	

### **c. Output Values Return**

## **Schedule 7**

### **Self-evaluation template**

Use this template to complete the self-evaluation.

<b>Project Name and Summary</b>	
<b>Borough /Organisation Name</b>	
<b>GLA Project Manager</b>	
<b>Manager completing the self-evaluation</b>	
<b>Total GLA funding for project</b>	
<b>Total lifetime cost of project</b>	
<b>Other public/private investment</b>	
<b>Actual Project start date</b>	
<b>Actual Project end date</b>	

**1.0 Executive Summary**

**2.0 Methodology**

**3.0 Project Background, Context and Rationale**

**4.0 Project Aims and Objectives**

## 5.0 Project Outputs and Spend (Gross)

### 5.1 Commentary on project outputs and definitions

### 5.2 Project output table

*Table 2.*

<b>Output</b>	Target Outputs	Actual Outputs	Variance Actual Outputs against Final Outputs	
			(Actual)	(%)
Enter Output Name				
Enter Output Name				
Enter Output Name ...				
<b>Outcome</b>	Target Outcome	Actual Outcome	Variance Actual Outcomes against Final Outcomes	
			(Actual)	(%)
Enter Outcome Name				
Enter Outcome Name				
Enter Outcome Name ...				

### 5.3 Commentary on project spend



## 5.4 Project spend table

<i>Table 1: Provide information on all project costs and funding within Table 1.</i>				
	Final Budget (£)	Actual Spend (£)	Variance Actual Spend against Final Budget	
			(£)	(%)
GLA Funding: Revenue				
GLA Funding: Capital				
<b>Total GLA Funding</b>				
Recipient Contribution: Rev				
Recipient Contribution: Cap				
<b>Total Borough Contribution</b>				
Private Contribution: Rev				
Private Contribution: Cap				
<b>Total Private Contribution</b>				
Project Cost: Revenue				
Project Cost: Capital				
<b>Total Project Cost</b>				

- 5.5 Management and administration costs**
- 5.6 Conclusions on outputs and spend**
  
- 6.0 Assessment of Impact by Aim/Objective and Outcome**
  - 6.1 Achievements against project objectives**
    - 6.1.1 Aim/Objective 1**
    - 6.1.2 Aim/Objective 2**
    - 6.1.3 Aim/Objective 3**
  - 6.2 Achievement against project outcomes**
  - 6.3 Strategic Added Value**
  
- 7.0 Trends and Issues**
  - 7.1 Key Barriers to Achievement**
  - 7.2 Key Opportunities**
  - 7.3 Management and Delivery Processes**
  - 7.4 Added Value**
  - 7.5 Value for Money**
  - 7.6 Exit Strategy**
  
- 8.0 Cross-cutting themes**
  
- 9.0 Key Conclusions & Lessons learnt**
  
- 10.0 Using and Sharing the Results from the Evaluation (if appropriate)**

## 11.0 For GLA only

### GLA Project Officer Comments

**Notes to GLA officer:** (see suggested guide questions below) the purpose of your commentary is to provide a level of scrutiny of the report that is appropriate to your role and responsibilities as the GLA's project lead rather than strict verification of all of the report's content; where possible, recommend where and how you think improvements can be made to produce the highest quality self-evaluation that is reasonably possible; avoid yes/no answers – try to offer specific examples from the report to support your comments;

- 1. Compliance** <Have all relevant parts of the report been completed?>
- 2. Timeliness** <Was the self-evaluation completed in time?>
- 3. Accuracy of the evidence base** <Is the data and information presented factually correct?>  
<Is the evidence used to support the analysis and conclusions made in this report sound, robust, credible?>  
<Have sources of information been adequately referenced?>
- 4. Objectivity** <Are the findings and conclusions objective /impartial – e.g. sufficiently supported and justified by the evidence and analysis presented in the report?>

### **GLA Manager Approval:**

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

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

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



## Schedule 8 Certification of expenditure

(to be filled in and certified at grant agreement stage)

**Name of project:** [ ]

**Name of applicant organisation:** [ ]

	Total project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Recipient match	Recipient match Capital	Recipient match Revenue	Non Recipient match	Non-Recipient match Capital	Non-Recipient match Revenue
2015-16											
2016-17											
2017-18											
Total for all years											

I hereby certify that:

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

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

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

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

**Schedule 9**  
**Certificate of Output Delivery**



## **Schedule 10**

### **Output Definitions and Evidence Requirements**

[ ]

(set out how the outputs are calculated including what can or cannot count, and how the grant receiving organisation is expected to provide evidence)