

GREATER LONDON AUTHORITY

**AGREEMENT FOR THE PROVISION OF REVENUE FUNDING RELATING TO
THE
SMALL SITES SMALL BUILDERS PROGRAMME (SITE IDENTIFICATION)**

between

The Greater London Authority

-and-

[Insert grant recipient's name. Please note that this agreement is prepared specifically for use where the grant recipient is a local authority]

Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

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

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

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

(Azadur Rahman azadur.rahman@london.gov.uk / Post Point 11 / Tel extension: 4818).

THIS AGREEMENT is made this day of

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BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen’s Walk, London, SE1 2AA (the “Authority” or the “GLA”); and
- (2) [] [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 pursuant to the Small Sites Small Builders Programme. The GLA’s Small Sites Small Builders Programme is supported by the London Enterprise Action Partnership’s Good Growth Fund.
- 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 site identification project(s) as recorded 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 to contribute [words] pounds sterling (£[numbers - this should reflect the figure in the Borough’s expression of interest for the funding])] to the Project(s) as recorded in Schedule 1 (the “Recipient’s Contribution”).

[DN: Delete the wording in square brackets if there is to be no funding contribution towards the Project by the Recipient.]

- 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 and the Project Outputs in relation to the Project(s) 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, the Project Outputs and complete the Project(s) fully in accordance with this Agreement; and
- (b) deliver the Milestones in accordance with the dates and delivery timescales set out in Schedule 1;
- (c) 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
- (d) 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 Project Outputs set out in Schedule 1 or are unlikely to be achieved fully in accordance with this Agreement.

3. Duration of Agreement

3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until [31 December 2021] or such other date agreed by the Authority.

[DN: The date in clause 3.1 should be a date after all the Project Outputs and Milestones are expected to have been delivered. The deadline for drawdown of the grant is covered separately in clause 4.3 below]

3.2 Insofar as any of the obligations of the Recipient provided for in this Agreement remain to be discharged after the expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such expiry.

3.3 Without limitation the provisions of any of Clauses 4 to 18 and such other provisions of this Agreement as are necessary to give effect to such Clauses are expressly agreed by the parties to survive the expiry of this Agreement.

4. Payment and Performance Monitoring Arrangements

4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this Clause 4.

4.2 The provisions of Schedule 2 shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.

4.3 Notwithstanding any other provision of this agreement, the Recipient shall use the GLA Funding only towards revenue expenditure incurred on or before [31 March 2021] to meet the Project Objectives and the Project Outputs. If the whole or any part of the GLA Funding is not claimed by the Recipient in accordance with this Agreement by [30 April 2021] it will automatically be cancelled and the GLA shall not be required or obliged to pay any further GLA 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(s) in accordance with requirements set out by the GLA from time to time and in such form as the GLA may require.

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(s) 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 and the Project Outputs, the Recipient must not use monies paid to it by the Authority under this Agreement for:

- (a) activities or objectives not listed in the Project(s), Project Objectives or Project Outputs;
- (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;
- (e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration;
- (f) Capital Expenditure; and/or
- (g) staffing costs, except in respect of additional staff engaged specifically for the purpose of the Project(s) as recorded in Schedule 1 and only to the extent that such staff actually spend time towards fulfilling the Project Objectives and Project Outputs.

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 Project 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 subject to a Section 15 Direction or a Section 114 Report or circumstances exist which would permit such a Section 15 Direction or Section 114 Report to be issued;
- (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). All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be kept for at least 10 years after the end date of the Project(s). The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 10 years after the end date of the Project(s) on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project(s) and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
- (h) make (complying always fully with the requirements of the Data Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations) all relevant data, information and documents available and provide access at any time for:
 - (i) inspection, visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
 - (ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring systems;

and cooperate fully with the Authority and/or anyone acting on their behalf or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents) in this regard; and
- (i) retain and maintain data and systems required (in the reasonable opinion of the Authority) for the verification of the delivery of Project Objectives, Milestones and/or Project Outputs, providing the Authority with copies of and access to the same upon request; and
- (j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

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;
[DN Delete and replace the wording of limb (a) with "not used" if there is to be no Recipient Contribution]
 - (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
 - (c) there is a substantial change to the Project(s) or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
 - (d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
 - (e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
 - (f) the Recipient becomes subject to a Section 15 Direction or a Section 114 Report is issued in relation to the Recipient;
 - (g) any other circumstances significantly affect the Recipient's ability to deliver the Project(s) and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
 - (h) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
 - (i) the Recipient fails to comply with the Authority's policies in place from time to time in undertaking activity pursuant to the Project(s);

- (j) the Recipient fails to provide the Authority upon request with:
 - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
 - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs; and/or
- (k) 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 3 months' notice in writing to the Recipient.

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

- (a) Clause 7.1:
 - (i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
 - (ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;

- (iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
 - (iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as the Authority deems appropriate;
- (b) Clause 7.4:
- (i) the provisions of Clause 7.5(a)(i) to (iii) shall apply; and
 - (ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under Clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and Schedule 1.

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 and policies including the Public Contracts Regulations 2015 and GLA Contracts and Funding Code. For the avoidance of doubt:
 - (i) three or more written quotations must be sought in respect of purchases with values between £10,000.00 and £150,000.00 (inclusive); and
 - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2015 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £150,000.00; and
 - (c) in accordance with government best practice relating to procurement practices and procedures.

- 8.2 The parties acknowledge that they have structured this Agreement with the objective that it is lawful and does not give rise to State Aid.
- 8.3 Notwithstanding anything in this Agreement the GLA shall only provide GLA Funding to the extent that such does not give rise to Unlawful State Aid.
- 8.4 Notwithstanding clauses 8.2 and 8.3 of this Agreement if:
- (a) the Recipient becomes aware (having made all reasonable enquiries) that any GLA Funding could constitute Unlawful State Aid then the Recipient must:
 - (i) immediately notify the GLA in writing; and
 - (ii) if requested by the GLA, promptly provide the GLA with such information about or relating to the GLA Funding as the Authority may reasonably require;
 - (b) any GLA Funding is found to constitute Unlawful State Aid (or is under investigation or subject to judicial proceedings in relation to State Aid compliance) then:
 - (i) the parties acting in good faith will promptly seek to restructure the arrangements surrounding the GLA Funding and the terms of this Agreement to the extent necessary to ensure that no Unlawful State Aid subsequently arises from it; and/or
 - (ii) the parties shall promptly cooperate in good faith to provide evidence that the GLA Funding (or the restructured GLA Funding) does not or will not give rise to Unlawful State Aid.
- 8.5 If any GLA Funding is found to constitute Unlawful State Aid and/or is not capable of being restructured so as to be compliant then the Recipient must repay any sum of Unlawful State Aid plus such interest as is prescribed by State Aid law within fifteen (15) Business Days of the GLA issuing it with a written demand for payment.
- 8.6 Notwithstanding clauses 8.2 to 8.5 the GLA is entitled to conduct a review of the provision or use of GLA Funding to determine whether Unlawful State Aid has arisen and the Recipient shall ensure that it co-operates with the GLA during such a review.

9. Publicity and Intellectual Property

- 9.1 The Recipient shall ensure that, where appropriate, publicity is given to the Project(s) and the fact that the Authority, London Enterprise Action Partnership (LEAP) and HM Government is financially supporting the Project(s). 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, LEAP's and HM Government'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, the Authority and/or the LEAP 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 and/or the LEAP's reputation or bring the Authority and/or the LEAP into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

10. Agency

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

11. Amendment

- 11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is agreed 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 and Consultation

12.1 The Recipient shall complete and submit a Monitoring Form to the GLA within two weeks of the end of each Quarter, relating to the previous Quarter [(and, in the case of the first such Monitoring Form, relating also to any Historic Expenditure)], from the date of this Agreement until the Project Objectives are fully completed.

[DN: Delete the wording in square brackets if there is no Historic Expenditure]

12.2 Where a Monitoring Form relates to Quarter (iv) (1 January to 31 March) each year, the Recipient must submit with the Monitoring Form a written statement from the Recipient's Chief Financial Officer confirming that any and all GLA Funding claimed in respect of that Quarter (iv) and the previous three Quarters (together the "Relevant Financial Year" [, together with any Historic Expenditure]):

- (a) has been or, in the case of Quarter (iv), will be (subject to receipt of the same) used to defray Expenditure Incurred in accordance with the terms of this Agreement; and
- (b) neither has been nor will be used to defray any ineligible expenditure, as set out in Clause 5 of this Agreement.

[DN: Delete the wording in square brackets if there is no Historic Expenditure]

12.3 In addition to the quarterly Monitoring Forms, throughout the term of this Agreement:

- (a) The GLA may call a review meeting at any time in relation to the performance of this Agreement provided that it gives at least two weeks' prior written notice to the Recipient of such meeting and includes with the notice an agenda for such meeting.
- (b) The Recipient shall 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(s); and
- (c) The Recipient shall 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(s).

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(s);
- (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and
- (c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

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

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

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

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

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act

2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;

- (d) (before the commencement of a Project, where relevant):
 - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about any Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of a Project; and
 - (ii) have in place (and maintain throughout the continuance of such Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.
- (e) shall if required by the Authority, ensure that the Project(s) 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(s) in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;
- (f) shall, where relevant to the Project(s), be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and
- (g) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Project(s) and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into

terrorism.

14. Liability and Insurance

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project(s) to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
- (a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
 - (b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 14.3 The Recipient shall on the written request of the Authority from time to time allow the Authority to inspect and/or provide the Authority with evidence that it has all necessary policies of insurance in place.

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

- 15.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with the Data Protection Act 2018 (and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.
- 15.2 The Freedom of Information Act 2000 (“FOIA”) gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.
- 15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as

confidential or which would be likely to prejudice the interests of either party commercially or otherwise.

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

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

15.5 The Recipient acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
- (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

16. Entire Agreement

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

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 **“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.
- 18.2 **“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.
- 18.3 **“Business Days”** means any day other than a Saturday, Sunday or statutory bank holiday in England.
- 18.4 **“Capital Expenditure”** means expenditure on any property, plant, equipment or other capital assets or costs which could in GLA's opinion (acting reasonably) be capitalised.
- 18.5 **“Expenditure Incurred”** means expenditure incurred by the Recipient in fulfilment of the Project Objectives and Project Outputs 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 and which shall not include expenditure on any matters set out in Clause 5.
- 18.6 **“Financial Year”** means the annual period from 1 April to 31 March.
- 18.7 **[“First Claim” means the first claim for GLA Funding submitted to and received by the GLA pursuant to the terms of this Agreement.] / [Not Used]**
- [DN: If there is to be no Historic Expenditure then delete the “First Claim” definition and choose the “Not Used” option]**
- 18.8 **“FOIA”** has the meaning given to it in Clause 15.2.
- 18.9 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.
- 18.10 **“GLA Contracts and Funding Code”** means the Authority’s Contracts and Funding Code from time to time in place the version as at the commencement date being located at:

https://www.london.gov.uk/sites/default/files/contracts_funding_code_-_dec_18_update.pdf

- 18.11 **“GLA Funding”** means a sum of up to [words] pounds sterling (£[numbers]) to be paid to the Recipient by the Authority to be applied to the Project(s) in accordance with the terms and conditions of this Agreement.
- 18.12 **“Historic Expenditure”** means Expenditure Incurred between [1 April 2019] and the date of this Agreement which has been approved by the GLA in writing as eligible for GLA Funding.] / [Not Used]
- [DN: If there is to be no Historic Expenditure then delete the above definition and choose the “Not Used” option]***
- 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 **“London Enterprise Action Partnership” or “LEAP”** means the London Local Enterprise Partnership established by the Mayor as an advisory unincorporated mayoral appointed body under section 30 of the Greater London Authority Act 1999.
- 18.15 **“Milestones”** means the milestones (including the milestone dates) set out in Schedule 1 for the Recipient’s fulfillment of the Project Objectives..
- 18.16 **“Monitoring Form”** means the form to be completed and submitted to the Authority by the Recipient each Quarter for each Project which shall take the form of the template set out at Part A of Schedule 5 or such other form identified by GLA from time to time.
- 18.17 **“Project(s)”** means the [insert the Project title].
- 18.18 **“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 Clause 11, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.19 **“Project Outputs”** means the outputs to be met by the Recipient as set out in Schedule 1, any annexure thereto and any amendment thereto agreed between the parties in accordance with Clause 11, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 18.20 **“Quarter”** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.

- 18.21 **“Recipient’s Chief Financial Officer”** means 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.
- 18.22 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project(s).
- 18.23 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 18.24 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA.
- 18.25 **“Section 15 Direction”** means a direction made by the Secretary of State under Section 15 of the Local Government Act 1999.
- 18.26 **“Section 114 Report”** means a report made under Section 114(3) or Section 114A of the Local Government Finance Act 1988.
- 18.27 **“Small Sites Small Builders Programme”** means the programme administered by the GLA to unlock publicly-owned small sites for residential-led development.
- 18.28 **“State Aid”** means (as the case may be):
- (a) any aid granted by a Member State of the European Union or through the resources of such Member State in any form whatsoever which distorts or threatens to distort competition by favouring a particular undertaking or the production of certain goods, in so far as such aid affects trade between European Union Member States; or
 - (b) any aid benefit or advantage (which includes but is not limited to assets, rates, funds and land) granted by or through a public sector body which is subject to any United Kingdom Competition Requirements.
- 18.29 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 18.30 **“Total Commitment”** means [words] pounds sterling (£[numbers]).

[DN: Insert the same figure as in the definition of “GLA Funding”]

- 18.31 **“Transparency Commitment”** means the Authority’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA’s Contracts and Funding Code.

18.32 **“United Kingdom Competition Requirement”** means any Legislation which:

- (a) is in force and/or in effect and/or applies (in England) on or after the date the United Kingdom ceases to be a Member State of the European Union; and
- (b) which regulates any aid funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries;

18.33 **“Unlawful State Aid”** means (as the case may be):

- (a) State Aid which has been granted in contravention of Article 108(3) Treaty of the Functioning of the European Union (**TFEU**), does not benefit from an exemption from notification and has not been approved by a decision of the European Commission under Article 107(2) or (3) TFEU; or
- (b) State Aid which has been granted after the United Kingdom ceases to be a Member State of the European Union to the extent that the same is granted contrary to or is an infringement of any United Kingdom Competition Requirement;

18.34 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.

Schedule 1

Project Description and Milestones

Background Information

The GLA’s Small Sites Small Builders Programme aims to provide public landowners with an alternative mechanism to bring small sites forward for development and provides funding for site identification, due diligence and capital funding to unlock otherwise unviable sites. The GLA Funding pursuant to this Agreement is being granted to support the Recipient in meeting the Project Objectives and Project Outputs described in this Schedule.

Project Objectives

[DN: Insert description of what the Project is intended to achieve, linked to the small sites programme objectives for site identification]

Project Outputs

[DN: Insert specific, measurable outputs in order that it is clear whether or not the Project Objectives have been met. Dates for meeting these measurable outputs should be set out in the Milestones below (there may or may not also be other interim Milestones.)]

Milestones

Milestone	Evidence (in addition to the requirements of clause 4)	Milestone Date
[]	[]	[]
[]	[]	[]
[]	[]	[]
[]	[]	[]

Recipient’s Contribution: £[insert figure from Borough’s expression of interest for the funding]

[DN: Delete the Recipient’s Contribution from this Schedule if the Borough isn’t contributing any funding to the Project]

Additional staff engaged by the Recipient in respect of the Project: [insert details or say “none” if there aren’t to be any additional staff in respect of which the Recipient will claim GLA Funding]

[DN: See clause 5.1(g). The intention of this provision is to ensure both parties understand and agree what staffing costs (if any) can be covered by the GLA Funding so you may want to specify roles etc here, but don't include any personal data].

Schedule 2

Funding Schedule

1 Subject to clause 4.3, within two weeks of the end of each Quarter (the “Relevant Quarter”) the Recipient shall be entitled to submit a claim to the GLA for an instalment of the GLA Funding and the parties acknowledge and agree that such claim shall not be regarded as having been validly made by the Recipient unless it is:

1.1 for Expenditure Incurred in the Relevant Quarter [and/or, in the case of the First Claim, for Historic Expenditure)] in respect of which:

[DN: Delete the wording in square brackets if no Historic Expenditure can be claimed for.]

1.1.1 the Recipient has not submitted any other claim or received any other:

- (a) GLA Funding; or
- (b) funding from a third party other than the GLA Funding;

1.1.2 when aggregated with all other claims made under this Agreement, the amount requested will not exceed the Total Commitment;

1.2 accompanied by:

1.2.1 a written report in respect of the Relevant Quarter [(and, in respect of the First Claim, Historic Expenditure)] detailing progress in meeting the Project Objectives and the application of the Recipient’s Contribution (if any) to the Project Objectives (in the form of the Monitoring Form set out at Part A of Schedule 5), including the declaration and undertaking in the form set out at Part B of Schedule 5;

[DN: Delete the wording in square brackets if no Historic Expenditure can be claimed for.]

1.2.2 copies of paid consultant/supplier invoices (or in the absence of such invoices, contract documents and transaction listings from the Recipient’s finance management system and/or human resources system proving salaries have been paid to directly employed staff (with any personal information, including but not limited to names and payroll numbers, redacted) and/or departmental transfers carried out in respect of the Project Objectives, each certified as true and accurate records of such expenditure by the Recipient’s Chief Financial Officer)

which, in aggregate, demonstrate to the GLA's reasonable satisfaction the entire Expenditure Incurred in the Relevant Quarter [(and, in respect of the First Claim, Historic Expenditure)] for which GLA Funding is being claimed;

[DN: Delete the wording in square brackets if no Historic Expenditure can be claimed for.]

- 1.2.3 such evidence as the GLA requires that the Recipient has (and continues to have) sufficient funds (in addition to the GLA Funding) whether from its own resources or otherwise to complete the Project;
 - 1.2.4 For claims in respect of Expenditure Incurred in Quarter (iv) (1 January to 31 March) each year, a written statement from the Recipient's Chief Financial Officer in accordance with clause 12.2 of this Agreement.
- 2 In submitting any claim for GLA Funding to the GLA, the Recipient represents and warrants to the GLA that:
 - 2.1 the progress of the Project is consistent with the Project Objectives and the Project is deliverable in accordance with the Milestones;
 - 2.2 no event identified in clause 7.1 has occurred; and
 - 2.3 any information or evidence provided to the GLA in accordance with the process set out in this Schedule 2 was at the time of submission and as far as the Recipient was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all respects.
 - 3 Subject to the GLA being satisfied with the Recipient's claim for payment and the information submitted to the GLA and warranted by the Recipient under this Schedule 2 the Recipient may issue an invoice to the GLA in respect of the approved claim, quoting the purchase order number provided by the GLA, and the GLA shall make payment to the Recipient within 30 days of receipt of a valid invoice.
 - 4 If the GLA is not satisfied with the Recipient's application for payment, it must notify the Recipient in writing as soon as reasonably practicable and in any event within ten (10) Business Days of receipt of the claim identifying the reason for its dissatisfaction. The GLA must allow the Recipient a period of up to five (5) Business Days to address the issues identified in the notification and to resubmit or amend its application accordingly in which case the provisions of this Schedule 2 will be reapplied to the Recipient's resubmitted or amended application for payment.

- 5 If the Authority becomes aware at any time that the GLA Funding paid to the Recipient is in excess of the 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 notification by 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.

Schedule 3
The Authority's, LEAP's and HM Government's Logos

SUPPORTED BY
MAYOR OF LONDON



Schedule 4

Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref

Your ref

Date

Email address

Greater London Authority

City Hall

The Queen's Walk

More

London

SE1 2AA

To: Greater London Authority (the **GLA**)

Dear Sirs,

Legal Opinion re Grant Agreement and related matters

I refer to the proposed Grant Agreement to be entered into between [] (the **Council**) and the GLA (the **Agreement**) for the purposes of, inter alia, providing affordable housing which is dated on or about the date hereof. In connection with the giving of this opinion, I have examined:

- (a) the Agreement in its final form prior to execution and delivery thereof by the Council;
- (b) the Council's Standing Orders for approving entry into and the execution and delivery of deeds by the Council and for the delegation of its authority and the powers of the Council's Executive;
- (c) such other documents I consider appropriate for the purposes of giving this opinion.

I do not express any opinion as to, nor have I investigated the law of any jurisdiction other than England.

I am of the opinion that, as at the date hereof, as a matter of English law, the Council has the power and authority to enter into, observe and perform the terms and obligations on its part to be observed and performed by it under the Agreement and has taken all necessary action and has obtained all relevant consents and approvals (statutory or otherwise) to authorise the execution and delivery of the Agreement and the performance and validity of the obligations under it.

Neither the execution and the delivery of, nor the performance by the Council of its obligations under the Agreement will violate any provisions of any existing application law, rule, regulation or agreement binding on the Council, and the Agreement constitutes a valid and legally binding obligation on the Council enforceable in accordance with its terms. I have given this opinion, taking into account the common law and statutory duties applicable to the exercise of power by the Council.

The above opinions are subject to the reservation that under English law, the power of the court to order or pursue performance of an obligation and any other equitable remedies is discretionary and, accordingly, an English court might make an award of damages where specific performance of an obligation at work or remedy is sought.

This opinion is given by virtue of my position as Solicitor to the Council and is only given as the holder of that office. I am not giving this opinion in a personal capacity, nor do I accept any private or personal liability for any error or omission in it or which may arise therefrom and the recipient, in seeking to place reliance on the contents of this letter, must duly acknowledge the same if any error or omission is later to be found. This opinion is addressed to the GLA and is solely for its benefit. It may not be disclosed to or relied upon by any other person or made public in any way without my prior consent. This opinion is limited to matters addressed herein and is not to be read as an opinion with respect to any other matter.

Yours faithfully

Council Solicitor

There follows the specimen signatures and titles of those who will or may attest the execution as a deed of the Agreement referred to above.

Name	Title	Specimen Signature

Schedule 5

Part A: Monitoring Form

Greater London Authority

Quarterly Monitoring form Revenue funding for site identification

Grant Claiming Body:	
Quarter & year	
Date completed	mm/dd/yy

Contact name:	
Contact email:	
Contact number:	

General delivery progress updates

Please provide an update on progress made in the last quarter highlighting the achievement of any key milestones, delivery of outputs / outcomes and any communications activities undertaken

Overall project milestones (as schedule 1)

	Borough specific milestone	Owner	Target	Actual	Evidence	Comments
1			mm/dd/yy	mm/dd/yy		
2			mm/dd/yy	mm/dd/yy		
3			mm/dd/yy	mm/dd/yy		
4			mm/dd/yy	mm/dd/yy		
5			mm/dd/yy	mm/dd/yy		
6			mm/dd/yy	mm/dd/yy		
7			mm/dd/yy	mm/dd/yy		
8			mm/dd/yy	mm/dd/yy		
9			mm/dd/yy	mm/dd/yy		

Project Risks

	Project Risks	Owner	Mitigation
1			
2			
3			

Grant overview forecast

Total agreed project grant amount	£ -	Year 19/20 Quarter	Q1	Q2	Q3	Q4
Total grant amount for year 20/21	£ -	Forecast profile	£ -	£ -	£ -	£ -
Total grant amount for year 21/22	£ -	Year 20/21 Quarter	Q1	Q2	Q3	Q4
		Forecast profile	£ -	£ -	£ -	£ -

Quarter 1 - Grant Claim

	Job Title or expenditure	£ April	£ May	£ June	GLA grant	Council contribution	Total
1	Eg. Project officer	£ -	£ -	£ -	£ -	£ -	£ -
2	Eg Consultant fees	£ -	£ -	£ -	£ -	£ -	£ -
	Total Q1				£ -	£ -	£ -
	Confirm evidence attached	Y/N					

Quarter 2 - Grant Claim

	Job Title or expenditure	£ July	£ Aug	£ Sept	GLA grant	Council contribution	Total
1	Eg. Project officer	£ -	£ -	£ -	£ -	£ -	£ -
2	Eg Consultant fees	£ -	£ -	£ -	£ -	£ -	£ -
	Total Q2				£ -	£ -	£ -
	Confirm evidence attached	Y/N					

Quarter 3 - Grant Claim

	Job Title or expenditure	£ Oct	£ Nov	£ Dec	GLA grant	Council contribution	Total
1	Eg. Project officer	£ -	£ -	£ -	£ -	£ -	£ -
2	Eg Consultant fees	£ -	£ -	£ -	£ -	£ -	£ -
	Total Q3				£ -	£ -	£ -
	Confirm evidence attached	Y/N					

Quarter 4 - Grant Claim

	Job Title or expenditure	£ Jan	£ Feb	£ Sept	GLA grant	Council contribution	Total
1	Eg. Project officer	£ -	£ -	£ -	£ -	£ -	£ -
2	Eg Consultant fees	£ -	£ -	£ -	£ -	£ -	£ -
	Total Q4				£ -	£ -	£ -
	Confirm evidence attached	Y/N					
	Confirm letter from Chief Financial Officer is attached	Y/N					

Monitoring against programme objectives

KPIs - cumulative	Q1 forecast	Q1 actual	Q2 forecast	Q2 actual	Q3 forecast	Q3 actual	Q4 forecast	Q4 actual
1								
2								
3								
4								

Part B: Declaration and Undertaking

The Recipient declares that:

- it has 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 its knowledge and belief and the Recipient accepts full responsibility for it.
- it undertakes that it will keep accounts, invoices and receipts for 10 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers.
- it has taken delivery of and paid for all items for which it is claiming grant and the Recipient's claim covers only the amounts spent on the items described in this form. The Recipient's claim is for the net costs of the items, excluding VAT.
- it undertakes that it 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 Financial Officer who is making this claim.

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

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

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

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)

THE COMMON SEAL of [])
was affixed to this Deed in the)
presence of:-)

.....
(Signature of Authorised Signatory)

.....
(Print Name)

.....
(Date)