

# **GREATER LONDON AUTHORITY**

**AGREEMENT FOR THE PROVISION OF FUNDING  
RELATING TO  
Rainham SIL – Access and Innovation**

**between**

**The Greater London Authority**

**-and-**

**London Borough of Havering**

## 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 (and any variation thereof), organisations are also accepting the publication of the information** set out below (by GLA officers) and confirming its accuracy:

<b>Overarching grants programme:</b>	Good Growth Fund	
<b>Description/Purpose of the grant:</b>	<i>To provide an Innovation Hub designed to boost productivity and skills in Havering and across East London and improve the physical environment of the area for workers, students and visitors. The Innovation Hub will focus initially on the use of digital technologies in construction and logistics.</i>	
<b>The grant was for a total of:</b>	<i>One million, six hundred and thirty-one thousand, nine hundred and forty pounds. (£1,631,940)</i>	
<b>The varied grant is now for a total of:</b>	N/A	
<b>The grant was awarded on:</b>	2019/06/03	
<b>The grant was varied on:</b>	N/A	
<b>The original grant covered the following time period:</b>	From 2019/03/31 to 2022/03/31	
<b>The varied grant now covers the following time period:</b>	N/A	
<b>It is awarded to:</b>	London Borough of Havering	
<b>The recipient is:</b>	<i>A voluntary and community sector organisation:</i> <i>A social enterprise:</i> <b>Other: <i>Local Authority</i></b> <i>If "Other" please provide more detail</i>	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>
<b>Company or charity registration number:</b>	<i>Company number: n/a</i> <i>Charity number: n/a</i>	
<b>It was awarded by:</b>	<i>Regeneration and Economic Development</i> <i>Development, Enterprise and Environment</i>	
<b>The award of this grant was formally approved by:</b>	DD 2302	
<b>The variation of this grant was formally approved by:</b>	N/A	

**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 AND AN UPDATED VERSION WITH A COPY OF ANY VARIATION AS SOON AS IT IS SIGNED .**

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





1.8 In this Agreement capitalised terms shall have the meaning prescribed to them in Clause 21.

## **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

(ii) Deliverables, notify the Authority in writing immediately upon becoming aware that any Deliverables are likely to exceed or are likely to be less than the relevant agreed number of Deliverables set out in the Annex to Schedule 1.

2.4 Where the Project involves any element of urban design, sustainability, streetscape design and or architecture, the Recipient shall submit full details of such proposed design and/or re-design work to the Authority for its consideration and will co-operate and engage fully with the Authority to agree design dialogue arrangements to be followed (in accordance with available guidance issued or published by the Authority from time to time) in the procurement, commissioning and undertaking of agreed design and/or re-design work. To the extent that the undertaking of any agreed design and/or re-design work necessitates in the opinion of the Authority, the amendment of this Agreement all such amendment shall not be valid unless made in accordance with Clause 11.

## **2A. Designated Capital and Revenue Funding and Recipient's Contribution**

2A.1 The Recipient's statutory chief finance officer or other officer validly authorised to act on his or her behalf has certified that of the GLA funding: (a) four hundred and eighty-one thousand, three-hundred pounds sterling (£481,300) will be used solely as a contribution to revenue expenditure; and (b) one million, one hundred and fifty-thousand, six hundred and forty pounds sterling (£1,150,640) will be used solely as a contribution to capital expenditure, incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, 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 7 to this Agreement.

2A.2 The Recipient shall ensure that it has secured the Recipient's Contribution on or before 30 June 2019. For the avoidance of doubt where the Recipient's Contribution comprises any sum(s) to provided by a third party such component sum(s) shall not

be deemed secured unless a legally binding obligation to provide such sums is in place between the Recipient and such third party funder(s) evidence of which must be provided to the Authority on or before 30 June 2019.

### **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 31 March 2022.

### **4. Payment, Performance Monitoring and Repayment 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 and this Clause 4.
- 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
  - (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 The Recipient shall undertake and report to the Authority on post-Project delivery monitoring and evaluation, evaluating the impacts and outcomes of the Project as follows:
- (a) first post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 6 months after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8);
  - b) second post-Project delivery monitoring and evaluation report to be supplied to the Authority on the date 3 years after the completion of the final Milestone (in accordance with, as a minimum, the requirements of the self-evaluation template set out at Schedule 8); and
  - c) ongoing post-Project monitoring reports supplied to the Authority bi-annually commencing on the date 5 years after the completion of the final Milestone (in accordance with such requirements as the Authority shall notify the Recipient).

4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.

4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

~~4.7~~ Clause not used.

4.8 Clause not used.

## **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) 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) and Additional Funding received. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
- h) make (complying always fully with the requirements of the Data Protection Act 2018) 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.

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

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

6.4 The Recipient shall keep and/or procure the keeping of 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 comply with Clause 1.7;
  - b) the Recipient fails to comply with Clause 2A.2 and/or apply the Recipient's Contribution to the Project Objectives Milestones and/or Project Outputs;
  - c) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
  - d) 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;
  - e) 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;
  - f) the Recipient fails to comply with any other term set out in this Agreement;
  - g) the composition, ownership or control (save where control refers to the makeup of a London Borough Council's elected executive) of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
  - h) 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;
  - i) 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
  - j) the Recipient fails to comply with the Authority's policies on sustainability and accessibility from time to time in place in undertaking activity pursuant to the Project including (without limitation) those comprised in the London Plan (<http://www.london.gov.uk/priorities/planning/london-plan>)) ;
  - k) 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; and/or

l) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the reasonable 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 two calendar 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 upon demand such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate including (without limitation) such sums of the GLA Funding which are repayable pursuant to Clause 4 for and/or part C of Schedule 2;

- 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 the Funding Schedule.

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

## **8. Procurement and 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 and GLA Contracts and Funding Code and in any event, where the Recipient is a London Borough Council, in accordance with its relevant contracting and/or procurement procedures and rules, which for the avoidance of doubt the Recipient hereby warrants are compliant with the aforementioned regulations and related best practice; and
- c) in accordance with government best practice relating to procurement practices and procedures.

8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all applicable European Union rules on State Aid and shall ensure that all requirements for any application of the Block Exemptions or notification and approval by the European 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 Relevant 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 Relevant Enterprise from the Authority or any other public body or public source above the De Minimis Threshold;
  - c) maintain copies of the De Minimis Disclosure Forms and information about the amount and nature of the Relevant Aid provided for a period (in each and every case) of ten financial years after the date on which the Relevant Aid is provided to the Relevant Enterprise in question; and
  - d) permit the Authority its auditors and agents access to the 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 Energy & Industrial Strategy and European Commission.
- 8.5 The Recipient shall notify the Authority when;
- (a) the value of Relevant Aid provided under the Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point; and
  - (b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project.
- 8.6 Following the Recipient notifying the Authority in accordance with Clause 8.5, the Authority may consider what measures need to be implemented to ensure that any further 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).

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

- 9.1 The Recipient shall ensure that publicity is given to the Project and the fact that the Authority, and/or the London Economic Action Partnership (LEAP) is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity and/or branding provided by the Authority from time to time and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible including (without limitation) on hoardings/construction signboards.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London, the Authority, and/or the London Economic Action Partnership (LEAP) and/or each of their respective names, logos or branding including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 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 licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

## **10. Agency**

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

## **11. Amendment**

The Recipient understands that amendments to this Agreement 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) comply fully with the requirements set out at Schedule 10;

- b) cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project;
- c) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents including, but not limited to the IMS, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project and the Authority's Skills for Londoners Capital Fund and related programmes; and
- d) provide upon request the IMS with such information and materials as the Authority requests;
- e) take all steps necessary to facilitate the Authority and/or the IMS conducting visits to the site(s) of GLA funded activity as notified by the Authority from time to time; and
- f) enable attendance at and provide reasonable notice and meeting papers for project team meetings by the Authority or its nominee including (without limitation) the IMS.

### **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 all money laundering legislation and any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance); and
- c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.

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

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

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



- (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
  - (i) eliminate unlawful discrimination and harassment;
  - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low.
  - (iii) Foster good relations between people who share a protected characteristic and those that do not.

The protected characteristics noted in the Equality Act include: age, race, sex, disability, religion or belief, sexual orientation, gender reassignment, pregnancy and maternity. For the first tenet, marriage and civil partnership would also be applicable. In undertaking any activity concerning the Project the Recipient shall assist and cooperate with the Authority where possible in satisfying this duty in respect of the Authority's compliance with its duties under Clause 13.3(b); and

- (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 and section 1 when it comes into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;
- (d) shall (before the commencement of the Project):
  - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 1998 and, from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of the Project; and
  - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures;
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy in which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in

accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement; and

- (f) shall if relevant to the Project be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations.
- (g) shall make reasonable efforts to utilise and adhere to the Authority's Sustainability Charter

[\[https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf\]](https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf);

## **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 such manner so as to comply with the Data Protection Act 1998 (and, from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) 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) and the Environmental Information Regulations 2004 (EIR) 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, EIR or other applicable legislation.
- 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 (including the Parties' under the FOIA);
  - (c) information which is disclosed with the consent of the disclosing party.
- 15.5 Both Parties acknowledges and agrees that the Authority:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3 hereby gives their consent for the other Party to publish the Agreement Information to the general public; and
  - (b) may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.
- 15.6 For the avoidance of doubt in the event that the Authority consents to the Recipient's disposal or cessation of use in the Project of any Capital Asset (pursuant to Clause 6.2) the Recipient shall ensure all data collected used or in any way related to or connected with the Project is erased (so that it cannot be recovered there from) from the Capital Assets to which such consent relates.

## **16. Entire Agreement**

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. Governing law and jurisdiction

This agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

## 19. Contracts (Rights of Third Parties) Act 1999

A party who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## 20. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected

## 21. Definition of Terms

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

- 21.1 **“Additional Funding”** has the meaning prescribed to that term in clause 4.3 of this Agreement.
- 21.2 **“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;
- 21.3 **“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.

- 21.4 **“Block Exemptions”** the Commission Regulation 651/2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty of the Functioning of the European Union. .
- 21.5 **“Certificate of Output Delivery”** means (where applicable) the certificate to be completed and submitted to the Authority in accordance with part B of the Funding Schedule 2, in the form set out Schedule 8 as amended by the Authority from time to time.
- 21.5 **“De Minimis Aid Exemption”** means the De Minimis block exemption (EC Regulation 1407/2013 of 18 December 2013 on the application of Article 107 and 108 of the Treaty of the Functioning of the European Union.
- 21.6 **“De Minimis Disclosure Form”** means the form attached at Schedule 4 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 21.7 **“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.
- 21.8 **“Deliverables”** means any deliverables including the Sustained Deliverables to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to any annexure thereto and any amendment thereto agreed between the parties in accordance with clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1 and the achievement of which for the avoidance of doubt shall be measured by reference to Output and Outcomes Framework.
- 21.9 **“Output and Outcomes Framework”** means the Good Growth Fund Output and Outcomes Framework as amended from time to time and the current version of which can be found at <https://www.london.gov.uk/what-we-do/regeneration/funding-opportunities/good-growth-fund-supporting-regeneration-london>
- 21.10 **“ESF Project”** means [*not applicable*].
- 21.11 **“ESF Sponsor”** means a person having entered into an ESF Sponsor Agreement with the Authority on the same date as having entered into this Funding Agreement.
- 21.12 **“ESF Sponsor Agreement”** means an agreement governing the Recipient’s provision (as an ESF Sponsor) to the Authority (acting as agent for the Department of Work and Pensions in the award of European Social Funding) in such form as is issued by the Authority from time to time.
- 21.13 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of five thousand pounds sterling (£5,000.00) 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.
- 21.14 **“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.

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

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

21.17 “**Force Majeure**” 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 Party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the willful 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 .

21.18 “**Funding Schedule**” means the schedule of payments agreed between the parties as set out in Schedule 2 to this Agreement

21.19 “**GLA Funding**” means a sum of up to one million six-hundred and thirty-one thousand, nine hundred and forty pounds sterling (£1,631,940) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.

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

21.21 “**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 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
- (e) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;
- (f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
- (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
- (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

21.22 **“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

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

21.24 **“Output Related Funding”** means (where applicable) the any GLA funding paid in respect of Project Outputs as may be set out in Part B of Schedule 2.

21.25 **“Outputs Value Return”** means (where applicable) 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 Schedule 5(c) as amended by the Authority from time to time.

- 21.26 **“Project Outputs”** means (where applicable) any outputs including the Sustained Outcomes to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to 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.
- 21.27 **“Project”** means the Rainham SIL – Access and Innovation.
- 21.28 **“Project Monitoring Form(s)”** means the form(s) to be completed and submitted to the Authority by the Recipient under Clause 4.2 and which shall take the form of the template set out at Schedule 5a.
- 21.29 **“Project Objectives”** means the objectives to be met by the Recipient as set out in Schedule 1, including (without limitation the Deliverables) 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.
- 21.30 **“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.
- 21.31 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.
- 21.32 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project whom as at the date of the commencement of this Agreement is Neil Stubbings.
- 21.33 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 21.34 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise including (without limitation) any capital or revenue grant payments any diagnosis and/or consultancy services and/or training services provided to a Relevant Enterprise and/or its employees at less than market value and subsidies towards the normal operating costs of the Relevant Enterprise any guarantees against any of its liabilities and loans charged at less than market interest rates (in the case of novel or contentious forms of aid and assistance the Recipient should seek the Authority’s advice).
- 21.35 **“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.
- 21.36 **“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.

- 21.37 **“Responsible Procurement Policy”** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from [https://www.london.gov.uk/sites/default/files/gla\\_group\\_rpp\\_v7.12\\_final\\_template\\_for\\_web.pdf](https://www.london.gov.uk/sites/default/files/gla_group_rpp_v7.12_final_template_for_web.pdf).
- 21.38 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 21.39 **“State Aid”** means aid defined by the Treaty of the Functioning of the European Union, Article 107(1). It is granted through state resources in any form which could distort competition and affect trade by favouring certain undertakings or the production or certain goods is incompatible with the common market unless the Treaty of the Functioning of the European Union allows otherwise.
- 21.40 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here.
- 21.41 **“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 7 as amended by the Authority from time to time.
- 21.42 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 21.43 **“Sustainability Charter”** means the Authority’s policies and guidance on sustainability as comprised in the Sustainability Charter (<https://lep.london/sites/default/files/FE%20Capital%20sustainability%20charter%20final.pdf>),
- 21.44 **“Sustained Deliverables”** means any deliverables including the Sustained Deliverables to be met by the Recipient and as may be set out in the Annex to Schedule 1 and/or to 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.
- 21.45 **“Sustained Outcomes”** means (where applicable) any outputs or outcomes which by their nature are to be measured over a sustained period as may be set out at Annex 1 to Schedule 1.
- 21.46 **“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..

21.47 **“Unit Rates”** means (where applicable) the values associated with each specific Project Output as set out in Schedules 1 and/or 2 or any annexure thereto.

22. 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 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)

***[Execution block to be obtained from recipient and inserted]***

**The Common Seal of** )  
**London Borough of Havering** )  
hereto affixed is authenticated by: )

.....  
(Signature of Authorised Signatory)

.....  
(Print Name)

.....  
(Date)

## Schedule 1

### Project Objectives

## Rainham SIL – Innovation and Access

### Project Summary

Part of a wider area improvement programme for Rainham Industrial Employment Area, this cross-sector project will provide an Innovation Hub designed to boost productivity and skills in Havering and across East London, and improve the physical environment of the area for workers, students and visitors. The Innovation Hub will focus initially on the use of digital technologies in construction and logistics. It will be a multi-site Hub, and the GLA support will enable conversion of a mezzanine floor within the Havering College building in Rainham, and fit out of this facility and an industrial unit at SEGRO Park, Rainham. These two sites will be equipped with Virtual and Augmented Reality and immersive technologies and this will be used to support businesses and students to upskill and adopt new business processes in order to increase skills and productivity. The public realm improvements are part of a wider programme of physical improvements to the area which will help increase access to the jobs in the area for local residents, and improve conditions for the workforce.

### Project Objectives

Rainham Strategic Industrial Location is an important industrial area and is home to a wide range of businesses including construction, engineering, manufacturing and logistics, along with an increasingly diverse range of other sectors. They benefit from its access to the national as well as London road networks, relatively low land values, and the availability of reasonable quality premises. With the development of new housing in Rainham, intensification of employment is a priority for both the Council and the GLA, as set out in the Riverside opportunity area framework. However, productivity is low, at 78% of the London average, and this is reflected in lower wages for people working in the area (and the borough as a whole). Qualification levels are very low, with roughly half the London average level of adult working age population qualified to L4 and above. Local stakeholders have identified a lack of ambition among young people and their parents to achieve academically, and the Council is working with partners to help improve results at L3 and above.

Many SMEs in the area are unable to adopt the new technological developments they need in order to compete in an increasingly challenging global environment, and to recruit and train staff. Without public support they may continue to suffer the long-term decline experienced by these traditional sectors. Existing occupiers and land-owners are seriously concerned about the quality of digital and transport infrastructure, which is acting as a barrier to growth. If it is not easy for staff to access the area, businesses will be unable to locate or expand in the area.

Havering is undergoing significant growth in population and housing, and the Council is supporting regeneration through the formation of four Joint Venture companies to implement major regeneration schemes across the borough, including one in Rainham. Construction firms are particularly well represented in Havering, and this sector is of course critical for regeneration and growth. Partners are providing support for these firms to access larger contracts, and Havering College is working closely with the industry to provide skilled workers, particularly from local disadvantaged communities. New construction methods and smart processes will be fundamental to the design and construction of the new housing, and supporting the local supply chain to respond to these demands will be difficult without facilities to do so.

A wide range of other industries are located in and around the area, including logistics companies and other businesses that rely on the movement of goods and materials across significant distances. The growth of e-commerce, and the growth of London itself, mean that these functions will come to have an increasing

impact on the way the capital manages growth and continues to function effectively. The social (including health) and environmental impacts of this warrant serious consideration, and many of the small firms operating in these sectors in the area will not manage the changes that will be necessary without support.

These are the first two areas of interest for an innovation hub that will change in focus over time as strategic and businesses interests develop and jointly inform ongoing strategy.

The business community in the area has supported the London Riverside BID into its third term. The BID has made many improvements over its 12 or so years, responding to the most challenging issues relating to safety and security, and making improvements to the environment. The Industrial Area suffers from lack of public transport, and a physical environment that does not encourage access by local residents by foot.

Once workers are in the area, there is little open space that is useable, and these issues combine to reduce the attractiveness of the area for businesses and workers alike.

### **Design Management Arrangements**

This is a partnership project, and includes the fit-out of two spaces for the Innovation Hub on two distinct sites, and a separate project within the programme, to improve open spaces for use by workers in the area.

In conjunction with GLA officers, design consultancies have been commissioned, separately for the Innovation Hub and for the public realm improvements. The two project elements require different areas of expertise but we want to see design consistency across the programme and area as a whole. For this reason, we have commissioned two separate design consultancies and will ensure that they inform each other's work in order to end up with a coherent approach to improvements to the Rainham Strategic Industrial Area.

For the Innovation Hub, we have asked for design work up to RIBA stage 03/04 to provide an agreed specification for the fit out works to support procurement of this work.

Please set out the stages from the Good Growth fund project start date.

Stage	Description of Design management arrangements
Project scoping	<p>The project has been in development for some time, with a Steering Group of partners meeting over the last year. Design consultants are being commissioned for both the public realm improvements and the Innovation Hub sites.</p>
Brief writing	<p>Briefs for the design of the Innovation Hub and for the public realm work were written to find a design led practice who would bring added value to the project. The briefs were written and reviewed with GLA lead to secure a design team with the right skills for the project.</p> <p>The design briefs were specifically aimed at the procurement of the design teams, there will be an opportunity for the procured design team to appraise and shape the final design requirements. .</p> <p>Consultants are providing support to the Steering Group in producing a clear specification for the Innovation Hub operator and with procurement of an Operator.</p>
Procurement (design team and contractor)	<p>Procurement of design teams was discussed in detail with GLA Regeneration Team, and with the ADUP Panel lead. As small projects, they were procured through a tendering process by the Council and the Riverside BID from small companies recommended by the GLA.</p> <p>Contractors for the College Construction work will be through the College procurement process, and a contractor for the fit out works will be identified through the Steering Group.</p> <p>The procurement process for the operator will be lengthy, to enable discussions to take place with specialists in innovation within the construction and logistics industries, and potentially to come together with event and facility managers and business support providers.</p>
Design review, and preparation for delivery to development milestone	<p>Procurement of design teams was discussed in detail with GLA Regeneration Team, and with the ADUP Panel lead. It was decided that due to the scale of the project, it was sensible to procure the project directly through LB Havering and London Riverside BID focussing on SME design practices, with the project an opportunity to support new practices within the sector. We were keen to invite female and BAME practices to tender for the project.</p> <p>The procurement process also matched the ADUP process with a 75/20/5 quality, cost and EDI breakdown. The ITT included sections for the tendering company to set out their vision for how they will support social value and equality diversity and inclusion principles throughout the project.</p> <p>Contractors for the College Construction work will be through the College procurement process, and a contractor for the fit out works will be identified through the Steering Group. Similarly, to the procurement of the design practices, the steering group will require the potential contractors to state their approach to social value and EDI.</p>

Development to delivery milestone	Completed in schedule 2, part A
Delivery	In the delivery stage, the public realm works will be completed through an approved contractor, managed by the design consultants. Once completed, this part of the project will be finished. For the Innovation Hub, once the construction and fit-out works have been completed, and Hub operator procured, the programme for delivery will be developed and a launch agreed. There will then be a 4-year period of operation during which the Hub team will gradually increase income from activities to the point where public funding can cease and the facility will be self-sustaining.
Completion and Evaluation	Evaluation will be undertaken using the self-evaluation tool. The Riverside BID undertakes regular surveys of its members and will also undertake surveys of the public. The Innovation Hub team will carry out evaluation of Hub users, as well as monitor delivery against the milestones agreed.

### **Achieving Social Value and Equality, Diversity & Inclusion**

The Mayor's equality, diversity and inclusion (EDI) strategy 'Inclusive London' sets out the future of London as a diverse, inclusive and integrated city, where everyone should be able to reach their full potential and prosper. The creation of diverse and accessible local places and economies are key aims of the Good Growth Fund, and the GLA is committed to work with their delivery partners through the fund to encourage and champion inclusive growth in London. The Mayor and the GLA must have due regard to the need to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between people who share a protected characteristic and those who do not. Projects awarded funding will be required to meet the Public Sector Equality Duty and the Public Services (Social Value) Act 2012, and demonstrate this through regular reporting of progress.

With reference to the accompanying guidance notes, and using the template below, please outline the impact your project will have and how it will achieve social value for its proposed beneficiaries, and how as an organisation you will take steps to address equality, diversity and inclusion principles within the operation of your business. Where applicable you should outline how you propose to remove or minimise disadvantages suffered by people due to their protected characteristics, take steps to meet the needs of people from protected groups where these are different from the needs of other people and encouraging people from protected groups to participate in your project. Furthermore, please outline how you intend to monitor the impact on these different equalities groups' including disadvantaged groups and excluded groups.

To ensure the table is focused we recommend selecting five priorities areas related to the project, and five priority areas related to your organization.

<b>Equality and diversity objective</b>	<b>Current position/ What is the current Baseline (if yes please include)</b>	<b>Action/task</b>	<b>When</b>	<b>Person responsible/ Resource Required</b>	<b>Measure of success</b>

<b>Project Objectives - Achieving Social Value</b>					
To increase accessibility of the SIL to local residents.	Currently the SIL has little public transport within it, and is difficult to access by foot.	Improvement to public realm.	2019/2020	Riverside BID – GGF funding.	Increased local use – determined by surveys.
To increase the number and diversity of people gaining the skills they need.	Havering has a low % of adults with NVQ 3 and 4 qualifications	Numbers and diversity of people trained	Through the GGF grant period.	Havering College	Qualifications awarded
To increase uptake of training in key sectors	Ditto	Numbers of people trained in key sectors	Through the GGF grant period.	Havering College	Qualifications awarded in construction, logistics, engineering
To adopt inclusive procurement processes for design team selection.	N/A	Invite SMEs to tender for design work for Hubs and public realm	Spring 2019	Havering Council, Riverside BID	Tenders received from SMEs.
<b>Organisation Objectives - Addressing Equality, Diversity &amp; Inclusion</b>					
Ensure that all contractor staff and suppliers adopt Equality, Diversity and Inclusion policies	N/A	Assess in tender processes and in user evaluations	Through out GGF grant period	All Partners	Policies available and evaluations positive
Ensure fair pay and labour conditions for Hub operator	N/A	Ditto	Ditto	Ditto	Test in tender process
Provide access to training and development opportunities for people in the local area	Low % of adults with higher level skills.	Workforce development within businesses in SIL and wider area	From start of hub operation	Operator	Monitoring uptake of workforce development.



## Annex to Schedule 1 - Deliverables

<b><u>Deliverables</u></b>	<b>Baseline</b>	<b>Target</b>	<b>Monitoring Approach Overview</b>	<b>Information Collected</b>	<b>Relationship to project activities</b>
	<i>Where applicable include a baseline figure</i>	<i>What is your overall aim against this Deliverable?</i>	<i>Please insert a brief description of the approach you will take</i>	<i>List monitoring &amp; verification information you intend to collect</i>	
Number of people who actively participate in a project		1000 pa <sup>1</sup>	Records of participants to be maintained.	Hard copies of names, address or organisation, dates.	School students, college students, business owners and workforce, and communities will be supported through the project.
Number of people progressing in work		60 pa	Follow up surveys with employers and participants	Hard copy surveys and records of correspondence with employers and participants	Workforce development will benefit existing employers and students will access employment following training.
Improved educational outcomes	College to provide baseline figure by Sept 19	200 pa	Monitoring achievements will be recorded	Hard copy records of participant achievements.	College courses will be assessed and qualifications obtained.
Increase in students in priority training sectors	College to provide baseline figure by Sept 19	80 pa	Monitoring increased numbers of students in priority training sectors	Hard copy records of participants will be collected and compared with previous years.	Priority training sectors include construction, logistics in particular.
People entering employment		50 pa	Working with JCP, LA and Housing Associations to recruit unemployed people. Monitoring and tracking through the agencies.	Liaison with agencies and employers. Hard copy records to be collected by the College.	College course participants will be monitoring following completion.
Amount of public realm being created or improved (m <sup>2</sup> )		257 sq m	A design agency will be contractually committed to deliver improvements.	Contract evidence and design plans.	Public realm improvements are a key objective of the project, and will be the focus of specific contract via the Riverside BID.
Number of vacant units used		SEGRO unit	Hub opening	Hub opening event photos.	This unit will house a part of the Innovation Hub itself.
Number of new jobs being created/ existing jobs being protected and safeguarded		50 pa	Follow up surveys of businesses supported.	Hard copy of correspondence with businesses.	Businesses increasing productivity through business support will generate new jobs.
Number of businesses receiving support through the project		28	Monitor and record businesses accessing support, through Hub team.	Hard copy monitoring forms to be used.	Businesses receiving support with use of the Innovation Hub facilities in order to increase productivity.
Increase in business turnover (£ or %)		2-10%	Correspondence with businesses receiving bespoke support with new technology.	Hard copies of correspondence.	The businesses above receiving support should, through this support, increase turnover.

<sup>1</sup> Note references to delivery pa refer to the academic years 2019/20 and 2020/21.

## Schedule 2

### Funding Schedule

#### Part A: Milestone Related GLA Funding

1. In addition and without prejudice to its other reporting obligations, on achievement of the Milestones and in any event no less than once per quarter, the Recipient shall submit a claim form in the form set out at part b of Schedule 5 (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) or where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf) 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 forms set out at part a of Schedule 5); 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.



## **Part B: 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 2019, for the term of this Agreement, a:
  - (a) completed Outputs Value Return (in the form set out at part C of Schedule 5 as amended by the Authority from time to time). The Recipient shall ensure that all Project Outputs claimed meet the eligibility criteria as specified in Schedule 9 (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 from time to time (in the form of the Monitoring Forms set out at Schedule 5);
  - (c) 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 Project Outputs delivered pursuant to the Project to date and the associated drawdown of GLA Funding and provide a prudent estimate of all outstanding Project Outputs to be delivered pursuant to the Project to the end of that financial year no later than 4 March in each Financial Year in respect of which GLA Funding has been or is to be sought;
  - (d) the Recipient shall no later than fifteen (15) working days after the end of a Financial Year in respect of which GLA Funding has been or is to be sought submit to the Authority a fourth Quarter actual claim indicating actual Project Outputs delivered in the fourth quarter (January-March) of the previous financial year; and
  - (e) as soon as reasonably practicable after the end of each Financial Year in respect of which GLA Funding 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 Recipient shall submit to the Authority a Certificate of Output Delivery 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, **that the Recipient has adhered to its obligations under this Part B of Schedule 2 under this Agreement**, 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 Project 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 9.]
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 GLA 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 9 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.

**Part C – Repayment Profile**

N/A

Schedule 3

The Authority's Logo

**MAYOR OF LONDON**



For advice and guidance on how to reproduce and use these logos, please contact your assigned project lead for more information

## Schedule 4

### De Minimis Disclosure Form

#### GREATER LONDON AUTHORITY DE MINIMIS AID DISCLOSURE FORM DE MINIMIS DECLARATION

The GLA is considering giving you de minimis aid under Commission Regulation (EC) No. 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352 (“the Regulation”)<sup>2</sup> up to a maximum of the GLA Funding (applicable Euro/Sterling exchange rate [enter details of applicable rate]) in relation to the Project

Under the Regulation, the GLA is required to check whether you will have received more than €200,000 (€100,000 if you are an entity operating in the road freight transport sector) of de minimis aid within the Member State in question (i.e. the UK) in this fiscal year (based on your accounting year e.g. by reference to your accounting reference date) and in the previous 2 fiscal years when combined with the proposed Project de minimis aid. **Please note if you are part of a group of companies your declaration needs to relate to funds received by all entities within that group for these purposes (see definition of “single undertaking” under Article 2 of the Regulation for further information).**

Please note you do not need to include funding that you may have received under a scheme or individual award which has been notified to and approved by the European Commission or under the State aid General Block Exemption Regulation unless such funding has been/is intended to be used by you in relation to the same costs as the proposed Project de minimis funding. If you have (in this fiscal year or the 2 fiscal years prior to that) received any de minimis aid or public funding in respect of costs to which you are intending to apply the de minimis aid proposed to be provided to you under the Project (as detailed above), you must inform the Grantor (through the contact provided below) of details of such sums by completing the tables set out below. If you have received no such funding please insert “None” in the Amount column in the relevant table(s). **Please also provide details of any de minimis aid not yet received but which you already have a legal right to receive during the remainder of this fiscal year.**

Accordingly please complete and return this documents having signed and dated it and (where applicable) having completed the tables below. Please then return the document to [goodgrowthfund@london.gov.uk](mailto:goodgrowthfund@london.gov.uk). If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the Grantor will be unable to provide you with a de minimis grant in relation to the Project.

Provider of de minimis aid	Purpose and Name of specific entity receiving de minimis aid	Amount	Date

Amount of other public funding applied/ to be	Provider of other funding	Date (if already granted)
---	---------------------------	---------------------------

<sup>2</sup> [http://ec.europa.eu/competition/state\\_aid/legislation/de\\_minimis\\_regulation\\_en.pdf](http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf)



<b>applied towards same costs as the required de minimis aid</b>		

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

<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>

# Schedule 5

## a) Monthly Monitoring Form

GREATER LONDON AUTHORITY Monthly monitoring form		Organisation:			Project:		
<b>1. Delivery progress</b>							
Please provide an update on progress made in the last month highlighting the achievement of any key milestones, delivery of outputs / outcomes and any communications activities undertaken							
<b>2. Current top three items to report</b>							
1							
2							
3							
<b>3. Project Risks &amp; issues</b>							
<b>Top 3 risks</b>							
	Risk description (cause, 'risk event', potential impacts)	Mitigation / Risk response	Probability (1 to 4)	Impact (1 to 4)	RAG	Project owner (name)	
1					G		
2					G		
3					G		
<b>Top 3 current issues</b>							
	Issue description	Potential impact	RAG	Action plan	Project owner (name)		
1			G				
2			G				
3			G				
<b>4. Milestones</b>							
#	Chronological milestones: what are the key actions and steps to be undertaken to deliver the project from inception to completion	Planned date	Revised date	Complete?			
1		dd/mm/yyyy	dd/mm/yyyy	N			
2		dd/mm/yyyy	dd/mm/yyyy	N			
3		dd/mm/yyyy	dd/mm/yyyy	N			
4		dd/mm/yyyy	dd/mm/yyyy	N			
5		dd/mm/yyyy	dd/mm/yyyy	N			
6		dd/mm/yyyy	dd/mm/yyyy	N			
7		dd/mm/yyyy	dd/mm/yyyy	N			
8		dd/mm/yyyy	dd/mm/yyyy	N			
9		dd/mm/yyyy	dd/mm/yyyy	N			
10		dd/mm/yyyy	dd/mm/yyyy	N			
<b>5. Outputs</b>							
The project has been commissioned to deliver: Lifetime number of GLA KPI							
What is the definition? How is it calculated?							
Delivered in previous years	Q1	Q2	Q3	Q4	2015-16 total	Future years	
Target profile as at Apr 15					0		
If required, revised profile as at XX 15							
Delivered to date					0		
The project has been commissioned to deliver: Lifetime number of GLA KPI							
What is the definition? How is it calculated?							
Delivered in previous years	Q1	Q2	Q3	Q4	2015-16 total	Future years	
Target profile as at Apr 15					0		
If required, revised profile as at XX 15							
Delivered to date					0		
The project has been commissioned to deliver: Lifetime number of GLA KPI							
What is the definition? How is it calculated?							
Delivered in previous years	Q1	Q2	Q3	Q4	2015-16 total	Future years	
Target profile as at Apr 15					0		
If required, revised profile as at XX 15							
Delivered to date					0		
<b>6. Finance</b>							
REVENUE	Previous years	Q1 2018-19	Q2 2018-19	Q3 2018-19	Q4 2018-19	2018-19 total	Future years
	Budget profile					0	
	Revised profile					0	
	Actual spend					0	
CAPITAL	Previous years	Q1 2018-19	Q2 2018-19	Q3 2018-19	Q4 2018-19	2018-19 total	Future years
	Budget profile					0	
	Revised profile					0	
	Actual spend					0	
<b>7. Communications</b>							
List out the details of any upcoming events (i.e. markets, festivals, openings, launches, etc.) and list out the details of any communications materials (press releases, articles, leaflets, website screen shots, photographs) you are attaching. Please be sure to attach the relevant material when you submit this form to your GLA project manager							
Date	Upcoming News items				Description		

Sample - to be provided in spreadsheet at a later date

## b) Quarterly Claim Form

GREATER LONDON AUTHORITY											
<b>Schedule 6 Section B</b>											
<b>Cover Sheet</b>											
<i>For delivery partner use</i>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Org Name:</td><td style="border-bottom: 1px dotted black; width: 80%;"></td></tr> <tr><td style="padding: 2px;">Project name:</td><td style="border-bottom: 1px dotted black;"></td></tr> <tr><td style="padding: 2px;">Project Manager:</td><td style="border-bottom: 1px dotted black;"></td></tr> <tr><td style="padding: 2px;">Start Date:</td><td style="border-bottom: 1px dotted black;"></td></tr> <tr><td style="padding: 2px;">Completion:</td><td style="border-bottom: 1px dotted black;"></td></tr> </table>	Org Name:		Project name:		Project Manager:		Start Date:		Completion:	
Org Name:											
Project name:											
Project Manager:											
Start Date:											
Completion:											
<i>For internal use</i>	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">GLA Lead:</td><td style="border-bottom: 1px dotted black; width: 80%;"></td></tr> <tr><td style="padding: 2px;">Date submitted to GLA Programme Manager:</td><td style="border-bottom: 1px dotted black;"></td></tr> </table>	GLA Lead:		Date submitted to GLA Programme Manager:							
GLA Lead:											
Date submitted to GLA Programme Manager:											
Contents	Guidance										
<a href="#">Section I</a>	<p>Please submit an electronic copy of this claim form signed by your Section 151 Officer/Chief Finance Officer, and follow up with an hard copy.</p> <p>Electronic copies should be returned to: your project manager and programme manager. Hard copies should be returned to: your project manager, Greater London Authority, City Hall, The Queen's Walk, London, SE1 2AA</p> <p>Please attach evidence of expenditure (see section II for guidance on acceptable evidence).</p>										
<a href="#">Section II</a>	<p>Set out the details of your use of GLA funding on the project objectives to date (with evidence of expenditure, e.g. third party invoices, purchase orders and/or contract documents and transactions listings from your finance management system and certified as true and accurate records of such expenditure and or committed expenditure by your section 151 officer/Chief Finance Officer).</p>										
<a href="#">Section III</a>	<p>A declaration that you have read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which the particular claim refers. Please note, although we will not be asking delivery partners to evidence their match funding expenditure, a signed quarterly claim from your section 151 officer will act as a declaration that monies have been spent as agreed in the Funding Agreement. Should there be any slippage, an explanation would need to be provided. This declaration must be signed by both the project manager and the section 151 officer/Chief Finance Officer.</p>										
<a href="#">Section IV</a>	<p>A reminder of the deadlines for quarterly claim submissions and monthly monitoring forms. Please note, should you miss these claim deadlines, you will be required to wait until the following quarter to submit your claim.</p>										

GREATER LONDON AUTHORITY	
<b>Section I: Quarterly Claim Form</b>	<a href="#">Guidance</a>
Organisation Name	
Project Name	
Quarter	
Name(s) of officer applying for grant	
Position in Organisation	
Email address	
Correspondence address	
Postcode	
Telephone Number	
Mobile Number	

Samples - to be provided in spreadsheet at a later date



**Section III: Declaration and undertaking**

[Guidance](#)

We declare that:

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

Capital		Q1
Revenue		Q1

- We confirm that the following **match funding** has been spent on the project this quarter as set out in the schedule 4 of the funding agreement:

Delivery Partner	Forecast (£)	Actual (£)	Variance	Comments
			0.00	
			0.00	

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

GLA Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

- We confirm that the following is an accurate reflection of the **match funding** accounts:

Match Funds	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital					0.00	
Revenue					0.00	

- We confirm that the following is an accurate reflection of the overall project accounts, including both **match and GLA funds**:

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	Previous Years Spend	FY 18/19 Budget	FY 18/19 YTD	18/19 Remaining Budget	Future Years Budget
Capital	0.00	0.00	0.00	0.00	0.00	0.00
Revenue	0.00	0.00	0.00	0.00	0.00	0.00

This declaration must be signed by the project manager and the Section 151 Officer/Chief Finance Officer

Signature	Name in BLOCK letters	Position	Date
		(Project Manager)	
		(S151/Chief Finance Officer)	

**c. Output Values Return**

**Not applicable**

## Schedule 6

### Evaluation

#### Evaluation Strategy

Stage	Description of approach
<p>Overview of project context and rationale: the socio-economic conditions your project is responding to, the local strategic context, and the beneficiaries that you project is targeting</p>	<p>Rainham Strategic Industrial Location is an important industrial area and is home to a wide range of businesses including construction, engineering, manufacturing and logistics, along with an increasingly diverse range of other sectors. They benefit from its access to the national as well as London road networks, relatively low land values, and the availability of reasonable quality premises. With the development of new housing in Rainham, intensification of employment is a priority for both the Council and the GLA, as set out in the Riverside opportunity area framework. However, productivity is low, at 78% of the London average, and this is reflected in lower wages for people working in the area (and the borough as a whole). Qualification levels are very low, with roughly half the London average level of adult working age population qualified to L4 and above. Local stakeholders have identified a lack of ambition among young people and their parents to achieve academically, and the Council is working with partners to help improve results at L3 and above.</p> <p>Havering is undergoing significant growth in population and housing, and the Council is supporting regeneration through the formation of four Joint Venture companies to implement major regeneration schemes across the borough, including one in Rainham. Construction firms are particularly well represented in Havering, and this sector is of course critical for regeneration and growth. Partners are providing support for these firms to access larger contracts, and Havering College is working closely with the industry to provide skilled workers, particularly from local disadvantaged communities. New construction methods and smart processes will be fundamental to the design and construction of the new housing, and supporting the local supply chain to respond to these demands will be difficult without facilities to do so.</p> <p>A wide range of other industries are located in and around the area, including logistics companies and other businesses that rely on the movement of goods and materials across significant distances. The growth of e-commerce, and the growth of London itself, mean that these functions will come to have an increasing impact on the way the capital manages growth and continues to function effectively. The social (including health) and environmental impacts of this warrant serious consideration, and many of the small firms operating in these sectors in the area will not manage the changes that will be necessary without support.</p> <p>These are the first two areas of interest for an innovation hub that will change in focus over time as strategic and businesses interests develop and jointly inform ongoing strategy.</p>
<p>Project objectives: a</p>	<p>To improve the public realm of the SIL for workers, and enable increased access to the area for work by local residents.</p>

<p>clear set of objectives which are S.M.A.R.T: specific, measurable, achievable, relevant and time-specific</p>	<p>To increase training in digital technologies, particularly for construction and logistics industries. To support businesses in the wider East London and surrounding area to develop their workforce and adopt new business processes through the operation of an Innovation Hub, thereby improving productivity.</p>
<p>Project logic chain: your completed project logic chain, setting the foundations for your evaluation. preparation for delivery to development milestone</p>	<p>There is a clear, established need to improve skills levels and productivity in the area. The project will do this through providing access to digital technologies and training for businesses and for school and college students. This will need to be carefully curated and promoted through the partnership of agencies working in the area in order to ensure relevance for businesses, uptake and impact. The key KPIs that will identify whether success has been achieved are therefore those relating to skills and productivity, and eventually to business growth. These are increasing numbers of students in priority training sectors, jobs created and increase in business turnover.</p>
<p>Approach to data collection: a summary of how you will collect data to measure performance against each of the output and outcome measures, and to understand wider qualitative and strategic aspects of project performance</p>	<p>See Annex to Schedule 1 deliverables for how outputs will be monitored. We will take these outputs, and put the results together with other information in order to evaluate success. The other information will be overall use of the facility – numbers, and increase over time, financial success – monitoring the extent to which the original business plan is being achieved, look at survey data from users, stakeholders, and residents, to identify whether there is a change, over time, in views of the area and its facilities and the desirability of the SIL as a business location.</p>
<p>Resources and practicalities: a summary of the resources you will use to collect evidence, focusing on the need for robust and timely reporting</p>	<p>The key KPIs will be monitored in accordance with GLA monitoring requirements, and this will be done through the Council as accountable body. Business surveys will be carried out by the Riverside BID on a bi-annual basis, and user surveys will be carried out on a 6-monthly basis by the College and the Innovation Hub team. This will be collected by the Hub Team and discussed within the GGF Steering Group.</p>
<p>Future tracking: consideration of how you might track the impact</p>	<p>The project will provide a key component of a wider strategic vision developed and shared by the partners, for improving and intensifying the Rainham Employment SIL. The Council, the College and SEGRO are committed to this project and want to</p>



<p>and legacy in the longer term, once Good Growth Fund delivery has finished.</p>	<p>see it succeed over the long term. We understand that there is a danger that if the project is funded principally by the GLA over 2-years, there is a real danger that it will not yet have established a sufficient range and quantum of income streams for it to continue into the longer term. For this reason, we have explicitly committed to additional medium term funding contributions. A 5-year business plan has been developed by the Steering Group that demonstrates financial sustainability over this period, given the anticipated income stream from the Hub. This will be set out in the final report from the consultants which will be available in early November.</p> <p>SEGRO is making a commitment to providing space for the hub to operate, at zero rent, for a period of a minimum of 5 years. The College will build the use of the facilities into its mainstream training programmes and continue to provide match funding through ESFA for staffing into the foreseeable future. Income generated by the Hub within the College will be invested in the Incubation Team, and help to gradually offset the GLA investment to prepare for 2020/21 when the GLA funding ceases. The Council will provide support from social value or S106 funds in the third and fourth year of operation in order to get to the break-even point. It also intends to direct its regeneration partners to use the facilities at the Hub to support more effective processes, and help assist the construction supply chain in delivering regeneration in the borough. It will also use the hub to help improve the image and marketing of the area to businesses, and help to generate increased investment and therefore business rates.</p> <p>London Riverside BID will continue to make improvements in the area through investment of the BID levy, and to lobby with other partners for other public and private investment in the area. The landscaped areas will be situated on Council land and will be a permanent feature. The large communal area would also be a permanent fixture. The new bus service will open up the industrial zone enabling the local workforce to take advantage of the broad range of jobs available in the area.</p> <p>The innovation hubs could benefit a wider constituency of businesses in the future, through growth, or wider use, and provide a model for work on London priority sector skills and productivity improvements across London. They will also link well with other regional and sub-regional initiatives, including the Mayor's Construction Academy, provide a mechanism for implementing the Construction Sector Deal, and enhance the area's prospects of attracting the Heathrow Logistics Hub. The Partnership supporting development of the Riverside Opportunity Area, led by the GLA, will be expanded and strengthened through the programme.</p>
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## Self Evaluation Template

*To be completed after project completion*

### Section 1: Project Information

Note: this section is required for submission to the GLA, but may be excluded in versions of the evaluation for publication / sharing with your local partners.

Project Summary: please insert short description of your project	
Place and Borough	
Lead Delivery Organisation	
GLA Project Manager	
Self-evaluation lead	
Total GLA funding for project	
Total lifetime cost of project	
Other public/private investment	
Actual Project start date	
Actual Project end date	
Evaluation methodology: please include a short summary of the approach that you have taken to completing the self-evaluation, including the groups and individuals you have consulted with, and the primary research you have undertaken.	

## **Section 2: Stand-out Messages**

A one page summary of your project and key achievements and/or lessons learned. This might include:

- A quick introduction to the project and what's been delivered
- A summary of impacts achieved to date
- An overview of wider achievements and lessons learned
- Project legacy.

### Section 3: Project Context and Objectives and Design

This section will provide an overview of the context of the project and summarise how the project was designed to respond to this. This section effectively summarises the information and set out within your bid for funding, and within your grant agreement. It provides a basis against which to test the performance of project delivery.

Please complete the assessment under the following headings:

**3.1: Project background:** a summary of the local socio-economic and strategic context that your project was responding to.

**3.2 Project rationale:** a summary of how your project was designed to respond to this context, and the rationale for public sector intervention (i.e. the need for Good Growth Funding).

**3.3 Project aims and objectives:** an outline of the specific objectives identified by your project at outset.

**3.4 Project design and delivery activities:** please provide a short overview of the project delivery activities agreed at outset.

**3.5 Funding and delivery mechanisms:** please provide an overview of the GLA and match funding agreement for your project (as agreed at outset), and the delivery mechanisms that you were expecting to in place to deliver the project.

**3.6 Project targets:** please set out here the specific output and outcome targets that have been agreed with the GLA, along with any wider measures that you will be assessing your project performance against.

**3.7 Project logic chain:** *please insert your project logic chain which in effect summarises the above information.*

## Section 4: Project delivery

This section will provide a review of the delivery process after grant agreement stage, including activities delivered, performance in terms of delivery timescales, funding, and outputs (deliverables):

**Section 4.1:** Overview of Project Design Process: a summary of how the project design process, including commentary on stakeholder and community engagement

**Section 4.2:** Activities Delivered: this section should provide an overview of the activities which have been delivered. It should include:

A table summarised the different strands of delivery activity, and a summary of delivery progress

Commentary on each of the strands of delivery activity, outlining what has been delivered and outlining any way in which this evolved from original plans. Photos / plans may help to illustrate this.

Commentary on any strands of delivery not delivered, outlining the reasons for this and how funding was reallocated

**Section 4.3:** Delivery Timescales. A summary of delivery timescales, reflecting on how the project progressed versus the timescales planned at outset, and any reasons for delays.

**Section 4.4:** Funding Performance. A summary of how the project has performed financially. Please include a table which compares actual spend to budgeted spend for each funding source. Please include commentary on any reasons for variance.

**Section 4.5:** Delivery Mechanics. A summary of the mechanisms underpinning delivery. This should consider:

A summary of external support procured (to support design, construction, and delivery), and approach taken to procurement

A summary of project management mechanisms

A summary of any project governance mechanisms put in place (eg project boards or steering groups).

**Section 4.6:** Summary of delivery performance: drawing on the above consideration, a brief summary of delivery performance. As part of this, please include a table outlining how the project has performed against the output targets agreed with the GLA at inception (note: this should focus on output targets only; outcome targets are considered in the next section). The table should include the output target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

## **Section 5: Project impacts:**

This section will focus on the impacts of the project to date.

**Section 5.1:** A review of economic, social and environmental impacts achieved to date.

The structure of this section will need to be developed to reflect the specific characteristics of the project and should explore the impact of your project on the places, communities, people, and businesses it has sought to support. Example impact themes include (but are not limited to): impact on town centre vitality; impact on skills and employment outcomes; impact on business / enterprise performance; impact on community inclusion and vitality.

The analysis is likely to need to draw upon bespoke research on or with the project beneficiaries: this might comprise surveys, focus groups, consultations, or observational research.

Analysis should draw on both quantitative and qualitative insights. Case studies of beneficiaries can be used to supplement quantitative analysis, and are helpful in telling the story of your project.

**Section 5.2:** A review of strategic and financial impacts achieved to date:

Please provide an overview of the strategic impacts of your project. This might include improvements in partnership working, strong leadership shown by partner organisations in working towards shared objectives, improving efficiency by testing new ideas / approaches, or putting in place new systems / structures, or leveraging in new funding / resource

If there are any financial impacts of your project (e.g. generation of new business rates, council tax, or improved financial resilience of delivery organisations), please summarise these here. This section can be excluded if not.

**Section 5.3:** Future Impact. A short section exploring how the impacts achieved might be expected to evolve over the coming years (acknowledging that it may take time for certain impacts to emerge).

**Section 5.4:** Summary of impacts to date performance: drawing on the above consideration, a brief summary of impact achieved to date. As part of this, please include a table outlining how the project has performed against the outcome targets agreed with the GLA at inception. The table should include the outcome target, the agreed definition, the achieved figure (the timing of this figure should be recorded), and commentary which explains variance.

## **Section 6: Project achievements and lessons:**

Building on the assessment of delivery performance and impacts achieved, this section should provide an overview of overall achievements and lessons learnt. Please complete the assessment under the following headings:

**6.1: Project achievements:** building on the preceding section, identify the areas of greatest achievement for the project. These might relate to any aspect of delivery (from stakeholder engagement, to impacts achieved).

**6.2: Barriers to achievement:** please identify any challenges experienced which acted as barriers to achievement. This might include practical issues (such as problems during construction, to strategic issues (such as challenges securing agreement on designs).

**6.3: Lessons to take forward:** please identify the main lessons that you will take forward in delivering future projects of this nature.

## **Section 7: Project legacy and forward plan**

Please provide a summary of the legacy of the project and next steps. Please complete the assessment under the following headings:

**7.1: Project Legacy:** a overview of the legacy of the project. This might include ongoing / complementary delivery activities, the physical / operational legacy of the project, and planned next steps to embed and build on the legacy

**7.2: Challenges and Opportunities:** a summary of remaining challenges or emerging opportunities. These might relate to the delivery / bedding in / long term management of the project, or the surrounding socio-economic context

**7.3: Recommendations:** drawing on the research undertaken, a summary of recommendations to inform ongoing project delivery, or future areas for action / intervention.



## **Section 8: Conclusions**

To conclude, please provide short assessment of the extent to which project objectives have been achieved to date, with specific reference to each of the objectives listed in section 3. This should acknowledge where there is further / ongoing work needed to help achieve objectives.



## Schedule 7

**Name of programme:** Good Growth Fund

**Name of applicant organisation:** London Borough of Havering

	Total project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Recipient Match	Non Recipient Match	Recipient Match capital	Recipient Match revenue	Non Recipient match capital	Non Recipient match revenue
<b>2018-19</b>	£0,000	0	0		0	0	0	0	0	0	0
<b>2019-20</b>	£1,073,142	<b>£862,320</b>	£740,240	£122,080	£ 210,822	£5,400	£205,422	0	£5,400	£0	£205,422
<b>2020-21</b>	£1,927,934	<b>£666,920</b>	£410,400	£256,520	£1,261,014	£805,400	£455,614	£800,000	£5,400	£100,000	£355,614
<b>2021-22</b>	£552,629	<b>£102,700</b>	0	£102,700	£449,929	£61,400	£388,529	0	£61,400	£0	£388,529

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 the GLA group

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

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

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

**Schedule 8**

**Certificate of Output Delivery**

**Not applicable**

**Schedule 9**

**Programme/Project Output Definitions & Evidence Requirements**

**Not applicable**

## **Schedule 10**

### **Performance reporting**

The Recipient shall unless otherwise agreed in advance by the Authority in writing submit updates on performance to the Authority in the forms set out at :

- Part a of Schedule 5 on a monthly basis; and
- Part b of this Schedule 5 on a Quarterly basis.

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

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