

EAST LONDON GREEN ALLIANCE (ELGA)

PARTNERSHIP AGREEMENT BETWEEN

London Borough of Redbridge (Grant Holder)

and

London Borough of Havering

London Borough of Barking and Dagenham

London National Park City

CPRE London

Thames21

(Partners)

By signing this Partnership Agreement, each Party acknowledges that it has read the attached pages, and all agree to be bound. The Partner(s) must be aware of the terms and conditions that are associated with the Grant that the Grant Holder has signed and must ensure that they do not act in a way that will affect Grant Holder's ability to adhere to the terms and conditions of the Grant Agreement (see Schedule 2).

PARTNERSHIP AGREEMENT

relating to

EAST LONDON GREEN ALLIANCE

1. PARTIES

- 1.1 The Parties to the Partnership Agreement are
The Lead Organisation/Grant Holder (“Lead”):

London Borough of Redbridge, Lynton House, 255-259 High Road, Ilford, Essex
IG1 1NN

Lead Contact: Peter Target (Community Hubs Lead)

Partner Organisations (“Partners”):

London Borough of Havering, Havering Town Hall, Main Road, Romford RM1
3BB

Lead Contact: Sophie El Nimr (Urban Design Officer)

London Borough of Barking & Dagenham, Town Hall Square, 1 Clockhouse
Avenue, Barking, IG11 7LU

Lead Contact: Gareth Winn (Ranger Team Lead)

Thames21, Guildhall, Aldermanbury Street, LONDON EC2V 7HH (Charity
Number 1103997)

Lead Contact: Will Oliver (Catchment Partnership Development Manager)

CPRE London, 70 Cowcross St, London EC1M 6EJ (Charity Number 802622)

Lead Contact: Alice Roberts (Head of Campaigns)

London National Park City, 80 Mortimer St, London W1W 7FE (Charity Number
1173267)

Lead Contact: Louis Rutherford (Partnership Manager)

2. PROJECT DETAILS

2.1 East London Green Alliance (ELGA) is a partnership to develop and test new cost-effective, nature-based, community-focused approaches to the challenges of nature degradation in the London boroughs of Redbridge, Havering and Barking and Dagenham. The partnership will collaborate on these interventions and draw conclusions from their outcomes for a new strategy to be adopted by the three boroughs.

2.2 ELGA is formed to deliver a project ('The Project') funded by a Nature Towns and Cities grant ('The Grant') from the National Lottery Heritage Fund. The Partnership Agreement will only be implemented once this grant is offered and accepted, subject to each partner completing all necessary governance steps.

2.3 LB Redbridge will be solely responsible to The National Lottery Nature Towns and Cities Fund to deliver the Project in accordance with the terms and conditions of the agreement that LB Redbridge enters into with The National Lottery Nature Towns and Cities Fund ('Grant Agreement'). The Parties must also comply with the terms and conditions of the Grant Agreement.

3. PURPOSE

3.1 This Partnership Agreement is made and entered into by the Parties and requires each partner to take full responsibility for their element of The Project.

3.2 Each element of The Project and its responsible partner is listed in section 5 (Project Plan Summary), with an agreed budget. The budget may be adjusted at the discretion of the Lead Partner, dependent on permission from National Lottery Heritage Fund.

4 EAST LONDON GREEN ALLIANCE STRATEGIC BOARD

4.1 All Parties are members of the Strategic Board and are expected to attend every meeting. The Strategic Board will meet every two months to review progress and make recommendations for updates to the Project Plan. Changes to the Project Plan will only be made with permission from the National Lottery Heritage Fund. The Board will be chaired by the Lead Member for the Environment, LB Redbridge.

5 PROJECT PLAN SUMMARY

Project deliverables	Responsible partner	Budget (£)*	Date of completion of deliverable
Thames Connections	Thames21	90,000	30 April 2028
Urban greening	CPRE London	90,000	30 April 2028
LNPC Rangers	London National Park City	90,000	30 April 2028
Project Management Costs	LB Redbridge	90,000	31 July 2028

London Riverbank BNG	Thames21	40,000	30 April 2028
River Rom Restoration Strategy	LB Havering	100,000	30 April 2028
Blue Restoration Strategy	LB Redbridge	100,000	30 April 2028
Catchment Partnership facilitation	Thames21	15,000	31 July 2028
Staff Costs of participating in partnership project	LB Havering	35,000	31 July 2028
Staff Costs of participating in partnership project	LB Barking & Dagenham	35,000	31 July 2028
Beaver Reintroduction Feasibility	LB Redbridge	12,000	30 April 2028
Cross borough strategy report	LB Redbridge	50,000	31 July 2028
Partnership training and learning budget	LB Redbridge	10,000	30 April 2028
Associated project expenses (room hire, food, travel etc)	LB Redbridge	3,000	31 July 2028
Community grants scheme	London National Park City	7,000	30 April 2028
Contingency (10% externally contracted work)	LB Redbridge	26,200	31 July 2028

*Amounts listed are the totals claimable by each project partner for their listed deliverable(s) from the grant holder. The heritage lottery fund does not cover VAT. Any VAT costs must be paid and reclaimed separately to this project by the responsible project partner.

6. BUDGET MANAGEMENT

6.1 LB Redbridge will submit to the National Lottery Heritage Fund, quarterly claim forms in arrears on behalf of the Partnership. For completed works they wish to claim,

Parties will submit the required information and evidence for completed works to LB Redbridge at least two weeks before the quarterly claim deadline (to be defined by LB Redbridge at the beginning of the funding period). Claims for Deliverables must be submitted according to the relevant Deliverable End Date in the Project Plan. LB Redbridge shall not be obliged to make any payment(s) to a Partner unless it has received the Grant funding.

6.2 LB Redbridge will be responsible for delivery of the project except those Project Deliverables specified in section 5 (project plan summary) and further detailed in schedule 2 (grant agreement) & schedule 3 (project plan), for which the listed Party is individually responsible. LB Redbridge holds no responsibility or liability for other Parties' deliverables. Each Party shall be responsible for managing its own finances in relation to the Project.

6.3 Contingency on project costs cannot be used without prior agreement from both the LB Redbridge project manager and from the relevant Heritage Fund Nature Towns and Cities project contact as referenced in section 5.

7. DURATION OF AGREEMENT

7.1 This Partnership Agreement runs for the duration of the Nature Towns and Cities grant, ending by 31 July 2028. The Partnership Agreement may be modified or amended upon the written consent of all parties.

8. PARTNERSHIP AGREEMENT STRUCTURE

The following schedules form part of this Partnership Agreement:

Schedule 1: General Terms and Conditions

Schedule 2: Grant Agreement

Schedule 3: Project Plan

Upon signing, the Parties agree to be legally bound by this Partnership Agreement from the Commencement Date set out above.

9. SIGNATURES


I/we agree to the terms of the Partnership Agreement for the East London Green Alliance.

Signed by the authorised representative of Lead Organisation

Name: Caroline Conway-Physick

Position: Assistant Head of Improving Rivers

On behalf of (name of organisation): Thames21

Signature: 

Date: 09/04/2025

Signed by the authorised representative of Partner Organisation One

Name: Helen Oakerbee

Position: Director of Planning and Public Protection

On behalf of (name of organisation): London Borough of Havering

Signature: 

Date: 16 April 2025

Signed by the authorised representative of Partner Organisation Two

Name:

Position:

On behalf of (name of organisation):

Signature:

Date:

Signed by the authorised representative of Partner Organisation Three

Name:

Position:

On behalf of (name of organisation):

Signature:

Date:

Signed by the authorised representative of Partner Organisation Four

Name:

Position:

On behalf of (name of organisation):

Signature:

Date:

Signed by the authorised representative of Partner Organisation Five

Name:

Position:

On behalf of (name of organisation):

Signature:

Date:

Schedule 1

General Terms and Conditions

1. Parties' Obligations

1.1 The Parties agree to act lawfully in carrying out its obligations under this Partnership

Agreement and ensure that it complies with:

1.1.1. the General Terms and Conditions of this Partnership Agreement;

1.1.2. the terms and conditions of the Grant Agreement;

1.1.3. all applicable legislation; and

1.1.4. any policies and guidelines issued by The National Lottery Nature Towns and Cities Fund upon a successful application including but not limited to equal opportunities and safeguarding and protecting children and adults at risk.

1.2. The Parties acknowledge that the Lead is acting as the lead organisation on the Project and is responsible to The National Lottery Nature Towns and Cities Fund for the completion of the Grant Agreement. Each Partner agrees not to act in any way which would or could cause the Lead to be in breach of the Grant Agreement.

1.3. To the extent that there is any inconsistency between this Partnership Agreement and the Grant Agreement, the terms and conditions of the Grant Agreement shall prevail.

1.4. Each Party shall have an adequate number of staff (including any new staff as required) with the necessary skills and experience to complete its Deliverable(s) stated in the Project Plan. The costs of employing such staff shall be met by the Party concerned (including any redundancy or other payments on termination of employment).

1.5. Each Party shall:

1.5.1. be responsible for its own staff who are allocated to work on the Project and shall

comply with its own policies and procedures in respect of any such staff; and

1.5.2. have in place and comply with all policies and procedures required by law or relevant to the Project.

1.6. Each Party shall be responsible for managing its own finances in relation to the Project.

2. Lead Obligations

2.1. The Lead shall be responsible for the overall leadership and management of the Project and shall ensure full compliance by the Partner(s), with the terms and conditions of the Grant Agreement.

2.2. The Lead shall not be obliged to make Payment(s) for any Claim (see 6.1) to a Partner unless it has received the Grant funding from The National Lottery Nature Towns and Cities Fund.

2.3. The Partner(s) acknowledge that the Lead shall be under no obligation to indemnify any Partner for any expenditure incurred which is in excess of the relevant Partner's agreed Payment(s) stated in the Project Plan.

2.4. If the Lead, acting reasonably, is of the view that any Party to this Partnership Agreement is not sufficiently delivering its Deliverable(s), the Lead will use all reasonable endeavours to maintain compliance with the terms and conditions of the Grant Agreement.

3. Payments and Contributions

3.1. Partners will submit fully evidenced claims to the LB Redbridge Lead at least two weeks before the end of the quarterly claim deadline (as defined by LB Redbridge at the beginning of the funding period). LB Redbridge will review claims and seek to resolve any issues before the deadline. LB Redbridge will then submit claims to the Heritage Fund within one month of the deadline. Upon receipt of the approved claim from the Heritage Fund, LB Redbridge will have one month to send funds to project partners. Payment(s) made by the Lead to a Partner under this Clause 3 shall be paid to such Partner on the same terms and conditions as the Grant Agreement.

3.2. Each Party shall keep, in relation to the Project and the receipt and expenditure of all Payment(s) received under Clause 3:

- 3.2.1. accurate records and accounts showing income and expenditure;
- 3.2.2. receipts and invoices in relation to expenditure; and
- 3.2.3. details of how the Deliverable(s), as stated in the Project Plan, were completed.

3.3. Each Party shall keep the information listed in Clause 3.2 for a period of seven (7) years after the Expiry Date ("Retention Period") so as to enable compliance with the reporting requirements of the Lead and/or The National Lottery Nature Towns and Cities Fund. If requested, the Partners shall permit The National Lottery Nature Towns and Cities Fund, the Lead and the Comptroller and Auditor General to inspect such information during normal working hours upon reasonable notice throughout the term of this Partnership Agreement and during the Retention Period.

3.4. A Party shall not incur any financial liabilities in respect to the Project that are not agreed to as part of the Project Plan. In the event any Party does so, it shall not be entitled to any indemnity or reimbursement of such financial liability from any other Party unless agreed in accordance with Clause 11.1.

3.5. Each Partner acknowledges that any Payment(s) to them by the Lead under this Partnership Agreement are paid from the Grant Agreement and do not represent consideration for any taxable supply for VAT purposes. Any such Payment(s) are distributed are inclusive of VAT (if any).

4. Partner Obligations

4.1. Each Partner represents to the Lead that:

4.1.1. it has the right, power and authority to enter into and fully perform its obligations under this Partnership Agreement;

- 4.1.2. it will perform its obligations under this Partnership Agreement with reasonable skill and care;

4.1.3. it shall comply with the Terms and Conditions of the Grant Agreement to the full

extent that it is relevant to the Partner;

4.1.4. there are no material agreements existing to which the Partner is a party which

prevent the Partner from entering into or complying with this Partnership Agreement;

and

4.1.5. it has satisfied itself as to the nature and extent of the risks assumed by it under

this Partnership Agreement and has gathered all information necessary to perform its

obligations under the Partnership Agreement.

4.2. Without prejudice to any other remedies of the Lead under this Partnership Agreement, if a Partner fails to fulfil all or any of its Deliverable(s) as stated in the Project Plan, the Lead shall be entitled to withhold from such Partner all or any part of such Payment(s) which are associated with the relevant Deliverable(s). The Lead shall have sole discretion as to whether it subsequently releases all or part of the withheld Payment(s) if the affected Partner takes steps to comply with its unfulfilled Deliverable(s) under this Partnership Agreement.

5. Intellectual Property

5.1. For the purpose of this Clause 6, “Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

5.2. The Parties intend that any Intellectual Property Rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any Intellectual Property Rights created jointly by employees of two or more Parties, in the Party who is noted in the Project Plan as having responsibility for the activity pursuant to which the Intellectual Property Rights were created).

5.3. Where any Intellectual Property Right is created and vests in the relevant Party in accordance with Clause 6.2, such Party shall:

5.3.1. not commercially exploit the Intellectual Property Right without The National Lottery Nature Towns and Cities Fund’s prior written consent; and

5.3.2. grant an irrevocable, non-exclusive licence to the other Parties and The National Lottery Nature Towns and Cities Fund, as necessary, to use such Intellectual Property for the purposes of publicising the success of the Project or on the terms as otherwise agreed by the Parties in writing.

6. Publicity and Branding

6.1. The Parties shall comply with The National Lottery Nature Towns and Cities Fund publicity guidelines as set out in the Grant Agreement and as published on its website.

6.2. LB Redbridge shall be responsible for promoting the Project and all responses to media enquiries must be approved by LB Redbridge prior to issue.

7. Termination

7.1. The Lead may terminate this Partnership Agreement with immediate effect by written notice to the Partners if The National Lottery Nature Towns and Cities Fund suspends or terminates the Grant Agreement for any reason.

7.2. The Lead may, in its sole discretion, terminate this Partnership Agreement with immediate effect by written notice to a Partner in breach ("Breaching Party") on or at any time after the Breaching Party:

7.2.1. is in material or persistent breach of any of its obligations under this Partnership Agreement (including the terms and conditions of the Grant Agreement) which (if the breach is capable of remedy) the Breaching Party has failed to remedy within twenty (20) working days after receipt of notice in writing from the Lead requiring the Breaching Party to remedy such breach;

7.2.2. suffers an insolvency event;

7.2.3. grossly neglects the Purpose and general objectives of this Partnership Agreement;

7.2.4. acts in any respect contrary to the provisions of this Partnership Agreement or to the requirement of good faith between the Parties.

7.3. If any Partner is unable for whatever reason to continue its participation in the Project, it shall notify the other Parties immediately on becoming aware of such circumstances and enter into good faith discussions with the other Parties as to how the departure of the affected Partners from the Project can be managed so as to cause the least possible disruption to the Project and whether it is possible for this Partnership Agreement to continue in force in respect of the remaining Parties.

7.4. On termination of this Partnership Agreement for any reason:

7.4.1. termination shall not affect the rights of any Party accruing or accrued prior to the termination of this Partnership Agreement; and

7.4.2. this Partnership Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination; and

7.4.3. the Partners shall promptly repay to the Lead any unused Payment(s) to them under Clause 4.

7.5. On termination of this Partnership Agreement for whatever reason the Parties shall use all reasonable endeavours to work together in good faith to enable an orderly transition and to satisfy the terms and conditions of the Grant Agreement taking into account the termination of this Partnership Agreement.

7.6. The Parties shall in the case of a minor or non-material breach utilise the dispute

resolution procedure set out in Clause 11 prior to termination. Termination in respect of a Partner shall not terminate the Partnership Agreement in respect of the other Parties.

8. Confidentiality

8.1. Each Party shall take all necessary precautions, and apply the same confidentiality measures and degree of care to any confidential information disclosed to it by another Party as the receiving Party applies to its own confidential information to ensure that the information is treated as confidential and undertakes that it shall not at any time, save as permitted by Clause 8.2, disclose any other Party's confidential information.

8.2. Each Party may disclose another Party's confidential information to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its Deliverable(s) stated in the Project Plan. If a Party discloses confidential information under this Clause 8.2, it shall ensure that its employees, officers, representatives or advisers to whom it discloses such confidential information are made aware of and comply with the provisions of this Clause.

8.3. The provisions of Clause 8.1 shall not apply to any confidential information which:

8.3.1. is or becomes public knowledge (otherwise than by breach of Clause 8.1);

8.3.2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from another Party; or

8.3.3. is required to be disclosed by any applicable law or regulation, or any court, or governmental or administrative or regulatory authority competent to require such disclosure.

9. Data Protection

9.1. The Parties shall comply with:

9.1.1. their obligations under the Data Protection Act 2018 in relation to any personal data processed in relation to this Partnership Agreement; and

9.1.2. the provisions, if any, set out in the Project Plan.

10. Dispute Resolution

10.1. Any dispute or difference between the Parties arising out of or in connection with this Partnership Agreement (a "Dispute") shall be treated in accordance with the provisions of this Clause 10.

10.2. If a Dispute arises, the Parties in dispute shall first seek to resolve the Dispute by escalation to the contact in the Oversight role at LB Redbridge (see Schedule 4). The Oversight role shall have ten (10) working days during which they will use their reasonable endeavours to resolve the Dispute.

10.3. In the event that the matter is still in dispute after completion of the process set out in Clause 10.2, the Parties shall refer the Dispute to mediation or some other form of alternative dispute resolution, until agreement can be made on how to address the Dispute.

10.4. Each Party will pay its own costs of mediation or alternative dispute resolution under this Clause 10.

10.5. If there is a Dispute, each Party will continue to perform its obligations under this Partnership Agreement as far as practical given the nature of the Dispute.

10.6. Each Party agrees not to start any court action in relation to a Dispute until it has complied with the process described in Clause 10, unless court action is necessary to preserve a Party's rights.

11. Variation of the Partnership Agreement

11.1. Any change to this Partnership Agreement is called a Variation. A Variation must be agreed by all Parties and recorded:

11.1.1. in writing and signed by all Parties, or

11.1.2. through an exchange of emails where the authors have delegated authority to approve the Variation

12. General

12.1. Nothing in this Partnership Agreement, and no action taken by the Parties pursuant to this Partnership Agreement, shall constitute, or be deemed to constitute, the Parties as a partnership within the meaning of the Partnership Act 1890 or the Limited Liability Partnership Acts nor shall it constitute a joint venture or denote the relationship of agent/principal between the Parties and no Party shall be entitled to bind or hold itself out as being capable of binding any other Party.

12.2. Any notices to be given under this Partnership Agreement shall be in writing and shall be:

12.2.1. delivered by hand or by pre-paid first class post or other next working day delivery

service at its registered office (if a company) or its principal place of business (in any other case); or

12.2.2. sent by email, addressed to the Key Contact indicated for each Party in the Partnership Agreement Particulars. Such notices shall be deemed to be served if delivered personally, at the time of delivery, if sent by post 48 hours after posting and if sent by email at 9.00 am on the next working day after transmission.

12.3. No Party shall assign its rights or transfer its obligations under this Partnership Agreement without the prior written consent of The National Lottery Nature Towns and Cities Fund.

12.4. A waiver of any right under this Partnership Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

12.5. This Partnership Agreement contains all the terms and conditions agreed between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. However, nothing in this Clause

12.6 shall operate to limit or exclude any Party's liability for fraudulent misrepresentation.

12.6. If any provision (or any part of a provision) of this Partnership Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid,

unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

13. Governing Law and Jurisdiction

13.1. Subject to Clause 10, this Partnership Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter (a "Claim"), shall be governed by, and construed in accordance with, the laws of England and Wales and the Parties agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any claim.

Schedule 2

Grant Agreement (to be provided once project is successfully funded, the provision of which will require Variation (see 11.1) of this partnership agreement)

Schedule 3

Project Plan (exact copy of project plan to be used alongside this partnership agreement)

Schedule 4

Partnership structure