

**MUNICIPAL YEAR 2019/2020 REPORT NO.**

**ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY**

**OPERATIONAL DECISION OF:**

Executive Director  
Resources

<b>Agenda – Part:1</b>	<b>KD Num: KD4912</b>
<b>Subject: Homebuilding Capacity Fund GLA Funding Agreement</b>	
<b>Wards: All</b>	

Contact officer and telephone number:

Email: Julia Haralambous 020 8379 5297

**1. EXECUTIVE SUMMARY**

- 1.1 This report seeks permission for the Council to enter into a funding agreement with the Greater London Authority (GLA) for the provision of funding relating to the Homebuilding Capacity Fund.
- 1.2 The Council is currently delivering a number of large housing schemes and have been successful in securing funding under the Homebuilding Capacity Fund to support new housing opportunities in the borough.
- 1.3 To secure this funding the Council will need to enter into a grant agreement with the GLA. This will allow the Council to draw down the grant funding at relevant milestones.

Entry into this Grant Funding Agreement will not commit the Council to any expenditure or incur any penalties.

**2. RECOMMENDATIONS**

It is recommended that the Executive Director Resources in consultation with Executive Director of Place and the Cabinet Member for Housing:

- 2.1 Authorises the Council to enter into the Funding Agreement with GLA for the Homebuilding Capacity Fund attached in Appendix A.

### **3. BACKGROUND**

In 2013 the Council's application to obtain Investment Partnership Status with the GLA was successful.

Obtaining this status allowed the Council to submit bids for different funding programmes the GLA make available.

In October 2018 the GLA published the Homebuilding Capacity Fund (HCF) prospectus. It invited councils to bid for revenue funding to support proposals contributing to one or more of fund's four priorities:

- Delivering a new generation of council homes;
- Increasing housing supply by supporting the development of small sites;
- Proactive planning in areas with significant growth potential; and
- Ensuring optimal density of new residential developments

The maximum amount that a Council could bid for was £750,000.

The council submitted four bids bids totally £750,000.

In April, the allocation's were announced and Enfield received an allocation of £554,474 to support two of our bids.

### **4. ALTERNATIVE OPTIONS CONSIDERED**

Failure to sign the agreement will result in a loss of grant and delivery of affordable housing in the borough.

### **5. REASONS FOR RECOMMENDATIONS**

Authorising the Council to enter into the agreement with the GLA will enable the council to draw down money as the required milestones and outputs are achieved.

### **6. COMMENTS FROM OTHER DEPARTMENTS**

#### **6.1 Financial Implications**

Enfield has been allocated £554,474 from the GLA's Homebuilding Capacity Fund. The monies have been allocated as follows:

	19-20	20-21	Total
Expert Development Advisor and Supporting Development Capacity	100,000	124,217	224,217
Capacity building to promote Council owned small sites and encourage other landowners to bring forward small sites for new housing development	195,526	109,079	304,605
<b>Total</b>	<b>295,526</b>	<b>258,948</b>	<b>554,474</b>

Payments from the GLA will be made on completion of milestones/outputs and the data will be recorded on the GLA system.

There will be no financial impact if these funds are not drawn down.

## 6.2 Legal Implications

6.2.1 Section 111 Local Government Act 1972 gives a local authority power to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions.

6.2.2 The Council also has a general power of competence in section 1(1) Localism Act 2011 which states that a local authority has the power to do anything that individuals may do, provided it is not prohibited by legislation.

6.2.3 The proposal to enter into a grant funding agreement is a Key Decision as it involves expenditure of £250,000 or above. The Council must therefore comply with its Key Decision governance process (see CPR 1.22.4).

6.2.4 In utilising the grant funding the Council must ensure that it adheres to the Public Contracts Regulations 2015 (where applicable) and its Constitution, in particular its Contract Procedure Rules.

6.2.5 The Council must also ensure that it obtains Best Value in accordance with the Local Government Act 1999.

*(Legal Imps prepared by MO'C on 16 May 2019 based on a report circulated on 9 May 2019.)*

## 7. Property Implications

There are no direct implications for Property Services in securing funding in support of the scheme.

## 8. KEY RISKS

There are no risks associated with the Council entering into contract with the GLA. However, should the Council fail to deliver on these projects within the programme delivery dates, the GLA could withdraw the funding.

## **9. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD**

### **9.1 Good homes in well-connected neighbourhoods**

Supporting development of new housing will enable the Council to increase the portfolio and quality of stock it has to discharge its statutory housing responsibility to households that live in the Borough.

### **9.2 Sustain strong and healthy communities**

Any increase in the provision of housing within the Borough is likely to make a positive contribution to strengthening communities.

### **9.3 Build our local economy to create a thriving place**

Developing good quality housing in areas where people desire to live will help to create and maintain strong sustainable communities.

## **10. EQUALITIES IMPACT IMPLICATIONS**

Corporate advice has been sought in regard to equalities and an agreement has been reached that an equalities impact assessment is neither relevant nor proportionate for the approval of this report to enter into an agreement with the GLA for provision of Homebuilding Capacity Fund. However it should be noted that projects or work stream deriving from this may be subject to a separate Equalities Impact Assessment. Therefore any projects or work stream will be assessed independently on its need to undertake an EQIA to ensure that the council meets the Public Sector Duty of the Equality Act 2010.

## **11. PERFORMANCE AND DATA IMPLICATIONS**

There are none.

## **12. PUBLIC HEALTH IMPLICATIONS**

Entering into a grant agreement in and of itself does not have any public health implications. However, this is not to say that housing is fundamental to health as evidenced by that those that are homeless

have a life-expectancy of approximately 30 years less than the general population.

### **Background Papers**

Appendix A – Agreement for the provision of funding relating to Homebuilding Capacity Fund.



# **GREATER LONDON AUTHORITY**

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

**between**

**The Greater London Authority**

**-and-**

**[     ]**

### Summary sheet for publication

In compliance with the Local Government Transparency Code 2015

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

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

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

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



**THIS AGREEMENT** is made this                  day of                                  20

**BETWEEN:**

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen’s Walk, London, SE1 2AA (the “Authority” or the “GLA”); and
- (2) [                ] [of/whose principal office is at] [                ] (the “Recipient”)

**IT IS HEREBY AGREED THAT:**

**1. Background**

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

**2. The Proposal Objectives**

- 2.1 The Recipient shall use the GLA Funding only to meet the Proposal Objectives and the Proposal Outputs in relation to the Proposal(s) in accordance with this Agreement.

- 2.2 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Proposal Objectives fully in accordance with this Agreement.
- 2.3 The Recipient shall:
- (a) promptly and efficiently deliver the Proposal Objectives, the Proposal Outputs and complete the Proposal(s) fully in accordance with this Agreement; and
  - (b) deliver the Milestones and the Proposal Outputs in accordance with the dates and delivery timescales set out in OPS;
  - (c) notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and/or
  - (d) notify the Authority in writing immediately upon becoming aware that any Proposal Outputs are likely to exceed or are likely to be less than the relevant agreed number of Proposal Outputs set out in OPS or are unlikely to be achieved fully in accordance with this Agreement.

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

- 3.1 This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until 31 December 2021 or such other date agreed by the Authority.
- 3.2 Insofar as any of the obligations of the Recipient provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.
- 3.3 Without limitation the provisions of any of Clauses 5 to 16 and such other provisions of this Agreement as are necessary to give effect to such Clauses are expressly agreed by the parties to survive the termination or expiry of this Agreement.

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

- 4.1 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 1 and this Clause 4.
- 4.2 The provisions of Schedule 1 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 Proposal(s) from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Proposal Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.

- 4.4 Where this Agreement contains Milestones requiring the Recipient to undertake post-Proposal delivery monitoring and evaluation the Recipient shall do so, evaluating the impacts and outcomes of the Proposal(s) in accordance with requirements set out by the GLA from time to time and in such form as the GLA may require.
- 4.5 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection, visits, audit and scrutiny of the involvement of such persons in or about the Proposal(s) and their respective contributions to the Recipient's delivery of Milestones and/or Proposal Outputs.
- 4.6 For the avoidance of doubt the Recipient hereby acknowledges that no further funding shall be provided in respect of such evaluation and warrants that the GLA Funding is sufficient in this regard.

## **5. Ineligible Expenditure**

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

as soon as reasonably practicable (and in default of agreement the parties will be bound by the details as they existed in OPS prior to the changes proposed under this Clause 6.1(a));

- ~~(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:
  - (i) the Recipient is Insolvent, or if it has no reasonable prospect of avoiding becoming Insolvent in the future; or
  - (ii) the Recipient is subject to a Section 15 Direction or a Section 114 Report or circumstances exist which would permit such a Section 15 Direction or Section 114 Report to be issued;
- (g) keep a record of all Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones and/or Proposal Outputs (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer) and Additional Funding received. All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be kept for at least 10 years after the end date of the Proposal(s). The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 10 years after the end date of the Proposal(s) on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Proposal(s) and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview;
- (h) make (complying always fully with the requirements of the Data Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations) all relevant data, information and documents available and provide access at any time for:
  - (i) inspection, visits and scrutiny of files by the Authority or any other

public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and

- (ii) an external audit and review of the Proposal Objectives, Milestones and/or Proposal 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 Proposal Objectives, Milestones and/or Proposal Outputs, providing the Authority with copies of and access to the same upon request; and
- (j) notify the Authority in writing of any change in the identity of the Recipient's Representative.

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

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

- (a) the Recipient fails to apply the Recipient's Contribution to the Proposal Objectives, Milestones and/or Proposal Outputs;
- (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Proposal Objectives, Milestones and/or Proposal Outputs;
- (c) there is a substantial change to the Proposal(s) or the Proposal Objectives, Milestones and/or Proposal Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- (d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Authority reasonably considers to be material;
- (e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- (f) the composition, ownership or control of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;

- (g) any other circumstances significantly affect the Recipient's ability to deliver the Proposal(s) and/or meet the Proposal Objectives, Milestones and/or Proposal Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Proposal and/or the meeting of the Proposal Objectives, Milestones and/or Proposal Outputs as approved not being completed;
  - (h) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied;
  - (i) the Recipient fails to comply with the Authority's policies in place from time to time in place in undertaking activity pursuant to the Proposal(s);
  - (j) the Recipient fails to provide the Authority upon request with:
    - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Proposal Outputs or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
    - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Proposal Objectives, Milestones and/or Proposal Outputs;
  - (k) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority; and/or
  - (l) the Recipient becomes subject to a Section 15 Direction or a Section 114 Report is issued in relation to the Recipient.
- 7.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 7.1 above arise.
- 7.3 If the Authority becomes entitled to exercise its rights under Clause 7.1, it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under Clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
- 7.4 The Authority may also in addition to but without prejudice to its rights under Clauses 7.1 to 7.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving 3 months' notice in writing to the Recipient.
- 7.5 In the event that the Authority exercises its right to terminate this Agreement under:

- (a) Clause 7.1:
  - (i) the relationship of the parties shall cease and any rights granted under or pursuant to this Agreement shall cease to have effect save as (and to the extent) expressly provided for in this Clause 7.5;
  - (ii) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
  - (iii) the Recipient shall promptly return to the Authority or dispose of in accordance with the Authority's instructions all information, other data and documents and copies thereof disclosed or supplied to the Recipient by the Authority pursuant to or in relation to this Agreement; and
  - (iv) the Recipient shall repay to the Authority such amounts of the GLA Funding paid to the Recipient prior to termination as it deems appropriate;
- (b) Clause 7.4:
  - (i) the provisions of Clause 7.5(a)(i) to (iii) shall apply; and
  - (ii) the GLA shall pay the Recipient a pro-rated sum calculated by reference to Expenditure Incurred on or before the date on which notice is served under Clause 7.4 and for which it has yet to invoice the Authority provided always that the Recipient provides the Authority with an invoice for the same with all supporting documentation required by the GLA in accordance with Clause 4 of this Agreement and Schedule 1.

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

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

- 8.2 In accepting and disbursing the GLA Funding the Recipient shall comply with all applicable European Union rules on State Aid and shall ensure that all requirements for the application of the Block Exemptions or notification and approval by the 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 any Proposal (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 a Proposal 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 Proposal, 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 De 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 the European Commission.
- 8.5 The Recipient shall notify the Authority when;
- (a) the value of Relevant Aid provided under any Proposal 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 a Proposal.
- 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; or



- (b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 8.7 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.
- 8.8 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.
- 8.9 The Authority may monitor the Recipient's compliance with the requirements of this Clause 8 (where applicable) and for the avoidance of doubt any failure to comply with such requirements (where applicable) shall be deemed a breach of a material term or condition of this Agreement for the purposes of Clause 7.1(e).

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

- 9.1 The Recipient shall ensure that, where appropriate, publicity is given to the Proposal(s) and the fact that the Authority is financially supporting the Proposal(s). In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority and the Authority's logos (in the form set out in Schedule 2) shall be used wherever possible.
- 9.2 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority including (without limitation) all press and media releases must be approved in writing at least two weeks in advance of any release of publicity material (in any form) by the Authority's Representative. The Recipient shall also ensure that any proposals for any launch or other related publicity activity are approved in writing by the Authority at least one month before the date of such proposed launch or other related publicity activity.
- 9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Authority's reputation or bring the Authority into disrepute.
- 9.4 If any part of the GLA Funding is used directly or indirectly to purchase or develop any Intellectual Property Rights then the Recipient shall take all necessary steps to protect such rights and hereby grants a perpetual, royalty-free licence to the Authority to use the same for the purposes related to, and connected with, policies, initiatives and campaigns, and related to, or connected with, the Authority's discharge of its statutory duties and powers.

## **10. Agency**

- 10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.

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

## **11. Amendment**

- 11.1 The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is agreed by the Authority in OPS pursuant to Clause 6.1(a) or made 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 Proposal Objectives, Milestones and/or Proposal Outputs.
- 12.2 The Recipient and the Authority shall meet to review the progress of the Proposal and the meeting of the Proposal Objectives, Milestones and/or Proposal Outputs ("Review Meeting") each Quarter (or at such other time as agreed by the Authority). 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 report submitted pursuant to Clause 12.1, the Recipient's claims for payment and Monitoring Forms and shall include but not be limited to:
- (a) the progress and delivery of the Proposal(s) and Proposal Objectives, Milestones and/or Proposal 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 Proposal Objectives, Milestones and/or Proposal 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 Proposal Objectives, Milestones and/or Proposal 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 Proposal(s); and

- (d) any revisions that may be necessary to the Proposal Objectives, Milestones and/or Proposal Outputs for whatever reason.
- 12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 11.
- 12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:
- (a) cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Proposal(s); and
  - (b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Proposal(s).

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

- 13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:
- (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Proposal(s);
  - (b) shall ensure it complies and its Sub-Grantees, suppliers and sub-contractors comply with the provisions of Bribery Act 2010 and any guidance issued by the Secretary of State under it (whether or not so obliged expressly by that act or such guidance); and
  - (c) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- 13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Proposal(s).
- 13.3 Without prejudice and in addition to Clauses 13.1 and 13.2 the Recipient:
- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
  - (b) acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
    - (i) eliminate unlawful discrimination and harassment;
    - (ii) advance equality of opportunity between groups who share protected characteristics and those that do not, in particular, minimise disadvantage suffered by the equality groups; taking steps to meet the

needs of equality groups that are different from the needs of others; encouraging equality groups to participate in public life or in any other activity (such as elected office or management positions) in which their participation is disproportionately low; and

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

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

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;
- (d) (before the commencement of a Proposal, where relevant):
  - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about any Proposal (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by the Data Protection Act 2018 and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as applicable) concerning such children and vulnerable persons in relation as part of a Proposal; and
  - (ii) have in place (and maintain throughout the continuance of such Proposal) 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 Proposal(s) shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Proposal(s) in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;

- (f) shall, where relevant to the Proposal(s), be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and
- (g) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Proposal(s) and comply with its obligations under this Agreement in manner which enables the Authority to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

#### **14. Liability and Insurance**

- 14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Proposal(s) to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
  - (a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
  - (b) such other insurance as may be required in order to 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 2018 (and Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) and all applicable regulations including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.
- 15.2 The Freedom of Information Act 2000 ("FOIA") gives a general right of access to information held by a public authority. Subject to any exemptions applicable, the Recipient shall co-operate fully with the Authority as reasonably requested by the

Authority in respect of any request for information made to the Authority in connection with this Agreement pursuant to the FOIA.

- 15.3 Subject to Clauses 15.2, 15.4 and/or 15.5 the parties shall keep confidential any information exchanged between the parties which either party has specified as confidential or which would be likely to prejudice the interests of either party commercially or otherwise.
- 15.4 The obligations under Clause 15.3 above shall not apply to:
- (a) information which at the time of disclosure is in the public domain;
  - (b) information which is required to be disclosed by law;
  - (c) information which is disclosed with the consent of the disclosing party.
- 15.5 The Recipient acknowledges and agrees that the Authority:
- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 15.3, the Recipient hereby gives its consent for the Authority to publish the Agreement Information to the general public; and
  - (b) the Authority may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under FOIA. The Authority may in its absolute discretion consult with the Recipient regarding any redactions to the Agreement Information to be published pursuant to this Clause 15.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

## **16. Entire Agreement**

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

## **17. Force Majeure**

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

## **18. Definition of Terms**

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

- 18.1 **“Additional Funding”** has the meaning prescribed to that term in Clause 4.3 of this Agreement.
- 18.2 **“Agreement Information”** means (i) this Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the claims made under this Agreement which shall consist of the Recipient’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the claim amount.
- 18.3 **“Authority’s Representative”** means any person nominated by the Authority from time to time to be its representative for any matters relating to this Agreement.
- 18.4 **“Block Exemptions”** means 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.
- 18.5 **“Capital Expenditure”** means expenditure on any property, plant, equipment or other capital assets or costs which could in GLA’s opinion (acting reasonably) be capitalised.
- 18.6 **“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.
- 18.7 **“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.
- 18.8 **“De Minimis Threshold”** means the ceiling on Relevant Aid provided under the De Minimis Block Exemption to a Relevant Enterprise as more particularly set out in the De Minimis Disclosure Form.
- 18.9 **“Expenditure Incurred”** means expenditure incurred by the Recipient on the Proposal(s) in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made and which shall not include expenditure on any matters set out in Clauses 5.
- 18.10 **“Financial Year”** means the annual period from 1 April to 31 March.
- 18.11 **“FOIA”** has the meaning given to it in Clause 15.2.
- 18.12 **“Force Majeure Event”** means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the affected party to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the affected party or the failure on the part of the affected party to take reasonable precautions to prevent such Force Majeure Event or its impact.

18.13 **“GLA Contracts and Funding Code”** means the Authority’s Contracts and Funding Code from time to time in place the version as at the commencement date being located at:

[https://www.london.gov.uk/sites/default/files/contracts\\_funding\\_code\\_-\\_dec\\_18\\_update.pdf](https://www.london.gov.uk/sites/default/files/contracts_funding_code_-_dec_18_update.pdf)

18.14 **“GLA Funding”** means a sum of up to [words] pounds sterling (£[numbers ]) to be paid to the Recipient by the Authority to be applied to the Proposal(s) in accordance with the terms and conditions of this Agreement and as set out in OPS.

18.15 **“Insolvent”** means:

- where the Recipient is an individual (or if more than one individual than any one of them):
  - (a) the subject of a bankruptcy petition;
  - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
  - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- where the Recipient is a body corporate (or if more than one body corporate than any one of them):
  - (a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the directors of the Recipient resolve to make such a proposal;
  - (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the directors of the Recipient resolve to present such a petition;
  - (c) a receiver (including a receiver under section 101 of the Law of Property Act 1925) or manager or administrative receiver of its property (or part of it) is appointed;
  - (d) a resolution for its voluntary winding up is passed under Part IV of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
  - (e) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency



Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;

- (f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
- (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
- (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

- 18.16 **"Intellectual Property Rights"** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights.
- 18.17 **"Milestones"** means the stages in the Recipient's fulfillment of the Proposal Objectives as agreed by the parties and set out in Block 5 of OPS.
- 18.18 **"Monitoring Form"** means the form to be completed and submitted to the Authority by the Recipient each Quarter for each Proposal which shall take the form of the template set out at Part A of Schedule 5 or such other form identified by GLA from time to time.
- 18.19 **"OPS"** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.
- 18.20 **"Payment Milestones"** means the Milestones set out in the Quarterly Budget Profile against which an instalment of the GLA Funding may be claimed by the Recipient for the relevant Quarter.
- 18.21 **"Priorities"** means the funding priorities described in section 2 of the Prospectus.
- 18.22 **"Proposal(s)"** means the proposal(s) by the Recipient to meet one or more Priorities as fully detailed in OPS and accepted by the Authority through OPS as at the date hereof.
- 18.23 **"Proposal Objectives"** means the objectives to be met by the Recipient described in Block 3 of OPS with respect to each Proposal and accepted by the Authority on OPS.
- 18.24 **"Proposal Outputs"** means the outputs to be met by the Recipient described in Block 7 of OPS for each Proposal and accepted by the Authority on OPS.
- 18.25 **"Prospectus"** means the document entitled "Homebuilding Capacity Fund" published by the Authority and dated October 2018.
- 18.26 **"Quarter"** means the following periods in the relevant calendar year (i) 1 April to 30 June, (ii) 1 July to 30 September, (iii) 1 October to 31 December and (iv) 1 January to 31 March.

- 18.27 **"Quarterly Budget Profile"** means the budget set out in Block 6 of OPS for each Proposal which identifies the proportion of GLA Funding payable to the Recipient for the applicable Quarter upon the achievement of the relevant Payment Milestone.
- 18.28 **"Recipient's Chief Financial Officer"** has the meaning given to it in paragraph 1 of Schedule 1.
- 18.29 **"Recipient's Representative"** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Proposal(s).
- 18.30 **"Recipient's Responsible Procurement Plan"** has the meaning given to it in Clause 13.3(e).
- 18.31 **"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).
- 18.32 **"Relevant Aid Trigger Point"** means unless the Authority notifies the Recipient otherwise the value of one hundred and fifty thousand Euros (€150,000) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive Financial Years.
- 18.33 **"Relevant Enterprise"** means an entrepreneur, sole trader, partnership, firm of business (whether incorporated or not) or other body (public or private) undertaking activities of a commercial character or conducted with a view to profit or providing goods and services in an environment for which there is a commercial market but (for the avoidance of doubt) excluding aid and assistance to children, young people and adults in education, unemployed persons, apprentices, persons on work placements and employees where the Relevant Aid provided does not directly assist their employer.
- 18.34 **"Responsible Procurement Policy"** means the GLA Group Responsible Procurement Policy in place from time to time and the current version of which can be obtained from the GLA.
- 18.35 **"Review Meeting"** has the meaning given to it in Clause 12.2.
- 18.36 **"Section 15 Direction"** means a direction made by the Secretary of State under Section 15 of the Local Government Act 1999.
- 18.37 **"Section 114 Report"** means a report made under Section 114(3) or Section 114A of the Local Government Finance Act 1988.
- 18.38 **"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.

- 18.39 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 18.40 **“Transparency Commitment”** means the Authority’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA’s Contracts and Funding Code.
- 18.41 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)

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

.....  
(Signature of Authorised Signatory)

.....  
(Print Name)

.....  
(Date)]

## **Schedule 1**

### **Funding Schedule**

#### **Milestone Related GLA Funding**

1. On achievement of a Payment Milestone, the Recipient may apply to the Authority for the instalment of GLA Funding attributable to that Payment Milestone as set out in the relevant Quarterly Budget Profile and in accordance with the requirements of this Schedule 1 and of OPS from time to time. The Recipient's application shall be accompanied by 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 Chief Financial Officer (which shall mean (i) 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 or, (ii) where the Recipient is not a London borough council, such officer validly authorised to act in such capacity on the Recipient's behalf ("Recipient's Chief Financial Officer")) and be accompanied by:
  - (a) a written report detailing progress in meeting the Proposal Objectives, the application of the Recipient's Contribution to the Proposal Objectives (in the form of the Monitoring 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 this Schedule 1 or otherwise).
2. The Authority shall make payment to the Recipient within 30 days of receipt of a valid invoice which the Recipient may issue following approval by the Authority of the claim submitted in accordance with paragraph 1 above.
3. If the Authority becomes aware at any time that the GLA Funding paid to the Recipient is in excess of the Expenditure Incurred by the Recipient for the achievement of the Proposal Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following notification by the Authority. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.

**Schedule 2**  
**The Authority's Logo**



## Schedule 3

### Legal Opinion

[TO BE TYPED ON COUNCIL NOTEPAPER]

Our ref

Your ref

Date

Email address

Greater London Authority

City Hall

The Queen's Walk

More

London

SE1 2AA

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

Dear Sirs,

#### **Legal Opinion re Grant Agreement and related matters**

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

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

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

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

execution and delivery of the Agreement and the performance and validity of the obligations under it.

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

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

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

Yours faithfully

Council Solicitor

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

Name	Title	Specimen Signature
------	-------	--------------------

## Schedule 4 De Minimis 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>1</sup> up to a maximum of the GLA Funding (applicable Euro/Sterling exchange rate [enter details of applicable rate]) in relation to the Proposal

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 Proposal 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 Proposal 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 Proposal (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 [NAME OF CONTRACT] at [ADDRESS]. 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 Proposal.

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

Amount of other public	Provider of other funding	Date (if already granted)

<sup>1</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>funding applied/ to be 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

### **Part A: Monitoring Form**

**Proposal:**  
**Recipient:**  
**Start Date:**  
**Completion:**

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

#### **Proposal Milestones to Proposal end**

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

*Guidance on completing table: Milestones should match those specified in OPS.*

**2. Payments date and forecast payments to Proposal completion**

<b>Total yearly Budget</b>		<b>2019-20</b>	<b>2020-21</b>
	<b>Rev</b>		
April to June	<b>Rev</b>		
July to September	<b>Rev</b>		
October to December	<b>Rev</b>		
January to March	<b>Rev</b>		
<b>Total yearly forecast</b>	<b>Rev</b>		

*Guidance on completing table: Forecast payment dates should match those specified in OPS.*

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

[narrative]



### **Section 3 – Declaration and Undertaking**

The Recipient declares that:

- it has read, understood and complied with all the conditions of the grant set out in the Funding Agreement to which this claim refers.
- the information on this form is correct to the best of its knowledge and belief and the Recipient accepts full responsibility for it.
- it undertakes that it will keep accounts, invoices and receipts for 10 years after the last date grant is paid in connection with this grant and make them available for inspection on request by GLA officers.
- it has taken delivery of and paid for all items for which it is claiming grant and the Recipient's claim covers only the amounts spent on the items described in this form. The Recipient's claim is for the net costs of the items, excluding VAT.
- it undertakes that it will notify the GLA immediately in writing or by email of any changes to the details provided in this form.

**This declaration must be signed by the Project Manager and the Recipient's Chief Financial Officer which is making this claim.**

<b>Signature</b>	<b>Name in BLOCK letters</b>	<b>Position</b>	<b>Date</b>
		<i>(Project Manager)</i>	
		<i>Recipient's Chief Financial Officer</i>	

**Part C: Output Values Return**

**Not applicable**