

*Key to completing:*

*This grant agreement sets out the terms of the grant, and in the appendices and on OPS (the GLA Open Project System), what is to be delivered.*

*Borough partners will need to check the and confirm the sections drafted by the GLA officer, draft the other sections indicated, and return this draft to their GLA contact for confirmation.*

*The GLA will then prepare the final version (removing comments, this block, and highlighting), and confirm the agreement is ready for signing. Do not sign before this confirmation; signing will be carried out digitally through Docusign*

*GLA officer to complete, Borough officer to check, GLA officer to delete highlighting and explanation text when done*

*Notes to guide completion, delete when completing*

*Borough officer to complete then delete any related explanatory note once done*

*Borough section 151 officer name /signature inserted*

# GREATER LONDON AUTHORITY

## AGREEMENT FOR THE PROVISION OF FUNDING RELATING TO

**[CPP RIVERDALE SCULPTURE PARK]**

**[GLA OPS ID NUMBER P28156]**

between

**The Greater London Authority**

-and-

**[London Borough of Lewisham]**

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## 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>	Civic Partnership Programme, exemplar	
<b>Description/Purpose of the grant: Brief explanation</b>	<i>The Riverdale Sculpture Park project will create a community destination and green heart within Lewisham Town Centre. The project will expand the public realm by providing riverside public space that is safe and enjoyable to visit, play in, and move through. It will make better use of the existing park through co-designed programming and wayfinding. It will act as a catalyst to connect public realm together through a legible network of active travel routes. It will strengthen representation and authorship in physical regeneration by delivering targeted engagement with groups that have historically been under-represented in shaping the Town Centre. This expands on the pilot model of engagement tested in the strategic phase of the programme which was co-designed/delivered with existing trusted organisations. The project will address the climate and ecological crisis through river naturalisation, tree and shrub planting for complexity, and SuDS to improve water quality and absorption.</i>	
<b>The grant is for a total of:</b>	£2,486,000	
<b>The grant is awarded on:</b>	2024/09/23	
<b>The grant covers the following time period:</b>	From 2024/09/23 to 2027/09/24	
<b>It is awarded to:</b>	London Borough of Lewisham	
<b>The recipient is:</b>	A Local Authority	
<b>Company or charity registration number:</b>	Not applicable	
<b>It was awarded by:</b>	Regeneration team, Planning, Regeneration and Growth Strategies, Good Growth Directorate	

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<b>The award of this grant was formally approved by:</b>	<i>DD 2705</i>
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***IN ORDER FOR THE GLA TO COMPLY WITH THE 2015 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.***

*(Jack Pascoe [jack.pascoe@london.gov.uk](mailto:jack.pascoe@london.gov.uk) / Post Point 11 / Tel extension: 4818).*





## **2. The Project Objectives**

- 1.7 The Recipient shall use the GLA Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.
- 1.8 The Recipient hereby warrants that it has sufficient resources, including competent and qualified personnel, financial resources, premises and other resources as necessary, to meet the Project Objectives fully in accordance with this Agreement.
- 1.9 The Recipient shall:
- (a) promptly and efficiently deliver the Project Objectives and complete the Project fully in accordance with this Agreement; and
  - (b) where the meeting of Project Objectives consists of the achievement of:
    - (i) Milestones, notify the Authority in writing immediately upon becoming aware that any Milestones are unlikely to be achieved fully in accordance with this Agreement; and/or
    - (ii) Project Outputs, notify the Authority in writing immediately upon becoming aware that any Project Outputs are likely to exceed or are likely to be less than the relevant agreed number of Project Outputs set out in Schedule 10.

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

- 1.1 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 [24<sup>th</sup> September 2027 *this should be the date related to the last payment of GLA funding, match and completion of the evaluation, whichever comes last*].

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

- 1.2 Subject to the Recipient complying with all of the terms of this Agreement, the Authority shall pay to the Recipient a sum not exceeding the GLA Funding, such payments to be made in accordance with Schedule 2 and this Clause 4.
- 1.3 Where Project Objectives are to be met on a:
- (a) Milestone basis, the provisions of Part A of Schedule 2 Schedule (and relevant blocks in OPS – see definition(s)) shall apply to, and govern the Recipient's



making of claims for and the Authority's making of payments of GLA Funding; and/or

- (b) Project Output basis, the provisions of Part B of Schedule 2 (and relevant blocks in OPS – see definition(s)) shall apply to, and govern the Recipient's making of claims for and the Authority's making of payments of GLA Funding.

- 1.4 The Recipient shall use all reasonable endeavours to secure income and/or additional funding for the Project from third parties ("Additional Funding") providing written evidence of the same to the Authority with each Monitoring Form. To the extent that Additional Funding is to be applied specifically toward any of the Project Objectives, the Authority may in its discretion reduce any further payments of the GLA Funding by an amount equivalent to that Additional Funding.
- 1.5 Where this Agreement contains Milestones requiring the Recipient to undertake post-Project delivery monitoring and evaluation the Recipient shall do so, evaluating the impacts and outcomes of the Project in accordance (as a minimum) the self-evaluation template set out at Schedule 7.
- 1.6 The Recipient shall also make all documents of its Sub-Grantees, suppliers and sub-contractors available to the Authority upon demand and procure access to such persons for the Authority and/or its agents, contractors or servants at any time for inspection, visits, audit and scrutiny of the involvement of such persons in or about the Project and their respective contributions to the Recipient's delivery of Milestones and/or Project Outputs.
- 1.7 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**

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

(e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration.

1.9 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

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

- (a) agree in writing in advance with the Authority any changes to any of the Project Objectives, Milestones and/or Projects Outputs;
- (b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- (c) notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirements for these systems;
- (d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- (e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- (f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding becoming Insolvent in the future;
- (g) keep a record of all (i) Expenditure Incurred together with full supporting evidence including (without limitation) invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs (or in the absence of such invoices, contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer); and (ii) Additional Funding received in the form of Schedule 8 as amended by the Authority from time to time. All evidence of Expenditure Incurred such as invoices, receipts, timesheets and other relevant documents must be supplied to the Authority (and any person nominated by the Authority) upon request and kept for at least 6 years after the end date of the Project. The Authority and any person nominated by the Authority has the right to audit any and all such evidence at any time during the 6 years after the end date of the Project on giving reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Recipient's performance of the Project and the Recipient shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available

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documents and staff for interview;

- (h) make (complying always fully with the requirements of Data Protection Legislation) all relevant data, information and documents available and provide access at any time for:
  - (i) inspection, visits and scrutiny of files by the Authority or any other public body undertaking an audit function (whether by itself or its contractors, servants and/or agents); and
  - (ii) an external audit and review of the Project Objectives, Milestones and/or Project Outputs and of financial appraisal and monitoring systems;

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

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

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

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

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

- (a) the date of purchase;

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

1.14 Where a Capital Asset is disposed of (subject always to the Authority having consented to such a disposal being made) the Authority shall require the Recipient to reimburse the Authority with the actual or estimated open market value of the Capital Asset at the time of disposal less any necessary sale expenses reasonably incurred or where the Capital Asset was partly funded by the GLA Funding the Authority may require the reimbursement of the percentage of the net sale value which represents the initial GLA Funding contribution to the purchase.

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

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

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

- (a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives, Milestones and/or Project Outputs;
- (b) in the Authority's opinion the Recipient fails to deliver or unsatisfactorily delivers the Project Objectives, Milestones and/or Project Outputs;
- (c) there is a substantial change to the Project or the Project Objectives, Milestones and/or Project Outputs which the Authority has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Authority;
- (d) any information provided in the application for funding or in a claim for

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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 Project and/or meet the Project Objectives, Milestones and/or Project Outputs or result in or are in the reasonable opinion of the Authority likely to lead to the Project and/or the meeting of the Project Objectives, Milestones and/or Project Outputs as approved not being completed;
- (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 Project;
- (j) the Recipient fails to provide the Authority upon request with:
  - (i) copy invoices clearly showing Expenditure Incurred on the Milestones and/or Project Outputs or in the absence of such invoices, contracts, documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by the Recipient's Chief Financial Officer; or
  - (ii) documentary evidence verifying (in the opinion of the Authority) the delivery of the Project Objectives, Milestones and/or Project Outputs; and/or
- (k) the acts or omissions of the Recipient, its contractors, agents, servants of any persons receiving grant funding from the Recipient might (in the opinion of the Authority) conflict with the objectives of the Authority, bring the Authority into disrepute or adversely affect the reputation of the Authority.

1.17 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.

1.18 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

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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.

- 1.19 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 three months notice in writing to the Recipient.
- 1.20 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 2.

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

## **8. Procurement and Subsidy Control**

1.22 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.

1.23 In accepting and disbursing the GLA Funding the Recipient shall comply with all Subsidy Control Rules and shall ensure that all requirements for such rules are met.

1.24 In addition and without prejudice to the Recipient's obligations under Clause 8.2, unless otherwise notified by the Authority, the Recipient shall not:

- (a) accept the GLA Funding acting in the capacity of a Relevant Enterprise; nor
- (b) disburse the GLA Funding to a Relevant Enterprise,

where such Assistance has a monetary (or equivalent) value exceeding the Subsidy

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Control Threshold.

- 1.25 In order to prevent any single Relevant Enterprise receiving Assistance in excess of the Subsidy Control Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:
- (a) obtain a completed Subsidy Control Disclosure Form from the Relevant Enterprise before allowing it to participate in the Project, providing it with such Assistance;
  - (b) only provide such Assistance to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Assistance received by that Relevant Enterprise from the Authority or any other public body or public source above the Subsidy Control Threshold;
  - (c) maintain copies of the Subsidy Control Disclosure Forms and information about the amount and nature of the Assistance provided for a period (in each and every case) of ten financial years after the date on which the Assistance is provided to the Relevant Enterprise in question; and
  - (d) permit the Authority, its auditors and agents access to the Subsidy Control Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant Subsidy Control 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 and Industrial Strategy and/or any other public body who has statutory responsibility for Subsidy Control Rules.
- 1.26 The Recipient shall notify the Authority when:
- (a) the value of Assistance provided under the Project to any single Relevant Enterprise reaches the Assistance Trigger Point; and
  - (b) the Recipient envisages that the Relevant Enterprise's continued participation is required in the Project.
- 1.27 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 Assistance received by the Relevant Enterprise complies with Subsidy Control Rules, including (without limitation) directing the Recipient not to provide the Relevant Enterprise with any further Assistance.
- 1.28 If the Authority directs it to do so the Recipient shall itself complete a Subsidy Control Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Assistance to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising any

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other applicable exemption or approval procedure to comply with the Subsidy Control Rules.

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

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

- 1.31 The Recipient shall ensure that, where appropriate, publicity is given to the Project and the fact that the Authority is financially supporting the Project. In acknowledging the contribution made by the Authority, the Recipient must comply with any guidance on publicity provided by the Authority and the Authority's logos (in the form set out in Schedule 3) shall be used wherever possible.
- 1.32 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.
- 1.33 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.
- 1.34 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**

- 1.35 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.
- 1.36 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

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power or to make any statement on behalf of the Authority (unless approved in writing in advance).

- 1.37 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:

- (a) in writing and executed by/or on behalf of each of the parties hereto (and the Recipient hereby agrees that where the Authority informs it that such execution shall be duly binding if signed rather than sealed, such signature shall constitute a valid variation notwithstanding the execution and delivery of this Agreement as a deed); or
- (b) where it is approved in OPS by the Authority, provided that in order for such amendment to constitute a valid variation of this Agreement all of the following steps must be satisfied:
  - (i) the Recipient has amended the relevant [block(s)] in OPS; and
  - (ii) the Authority approves such changes in OPS; and

for the avoidance of doubt such changes shall only take effect from the date on which the Authority approves such changes in OPS (and in any event if the Authority does not approve such changes in OPS within a period of sixty (60) days such changes shall be taken to have been rejected by the Authority) but the Recipient shall in any event comply with any other 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**

- 1.38 In preparation for each of the Review Meetings (as that term is defined in Clause 12.2), the Recipient shall, not less than 7 days before the date of the relevant Review Meeting, submit to the Authority a report detailing the Recipient's activities in relation to meeting the Project Objectives, Milestones and/or Project Outputs.
- 1.39 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives, Milestones and/or Project Outputs ("Review Meeting") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Authority.

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- 1.40 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall be informed by the Recipient's claims for payment and Monitoring Forms and shall include but not be limited to:
- (a) the progress and delivery of the Project and Project Objectives, Milestones and/or Project Outputs against the Milestones, any risks which may have any cost, funding, programme delay or quality implications and/or which may affect the delivery of the Project Objectives, Milestones and/or Project Outputs or any part thereof fully in accordance with this Agreement and the action the Recipient proposes to take to prevent and/or mitigate such risks adversely affecting the Recipient's ability to deliver the Project Objectives, Milestones and/or Project Outputs;
  - (b) the amount of Additional Funding secured by the Recipient;
  - (c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
  - (d) any revisions that may be necessary to the Project Objectives, Milestones and/or Project Outputs for whatever reason.
- 1.41 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.
- 1.42 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall:
- (a) cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project; and
  - (b) procure that its agents, servants and contractors cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time including (without limitation) participating in and supporting the Authority's evaluation of the Project.

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

- 1.43 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:
- (a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project;

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- (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.

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

1.45 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 the Project assist and cooperate with the Authority where possible in respect of the Authority's compliance with its duties under Clause 13.3(b);

- (c) shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 149 of the Equality Act 2010 including any amendment or re-enactment thereof and/or any guidance, enactment, order, regulation or instrument made pursuant to the same;

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- (d) (before the commencement of the Project):
  - (i) undertake Disclosure and Barring Service checks in respect of all persons engaged in or about the Project (by the Recipient, any agent, sub-recipient of GLA Funding, contractor or sub-contractor) where such persons shall be working with children or vulnerable persons or have access to personal data (as defined by Data Protection Legislation) concerning such children and vulnerable persons in relation as part of the Project; and
  - (ii) have in place (and maintain throughout the continuance of the Project) appropriate child and vulnerable persons safeguarding policies, which must, for the avoidance of doubt meet any requirements of the GLA's related policies in this place from time to time, including (without limitation) the GLA's Child Policy and Protection Procedures.
- (e) shall if required by the Authority, ensure that the Project shall incorporate and be carried out in accordance with the Responsible Procurement Policy. In which case, if requested by the Authority, the Recipient shall develop a responsible procurement plan (the "Recipient's Responsible Procurement Plan") setting out how the Recipient intends to carry out the Project in accordance with the Responsible Procurement Policy, and the Recipient shall submit the Recipient's Responsible Procurement Plan to the Authority for approval, such approval not to be unreasonably withheld. The Authority shall monitor the Recipient's compliance with this clause and the Recipient's Responsible Procurement Plan, and any failure to comply with such requirements shall constitute a material breach of this Agreement;
- (f) shall, where relevant to the Project, be fully responsible for complying with all obligations on the part of the "client" contained in the Construction (Design and Management) Regulations 2015 and the Recipient shall indemnify the Authority in respect of all liabilities which the Authority may incur or suffer in relation to such Regulations; and
- (g) shall ensure that its employees, contractors, servants, agents and/or sub-contractors undertake the Project 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**

- 1.46 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 1.47 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:
- (a) public liability for a minimum amount of five million pounds sterling (£5,000,000.00) in respect of any one occurrence or a series of occurrences arising out of any one event; and
  - (b) such other insurance as may be required in order to fulfil the conditions of this Agreement including (without limitation) employers liability insurance for the statutory minimum amount of cover.
- 1.48 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**

- 1.49 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in such manner so as to comply with Data Protection Legislation, including (without limitation) the maintenance of an appropriate registration with the Information Commissioner.
- 1.50 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.
- 1.51 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.
- 1.52 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.

1.53 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.

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

## **16. Entire Agreement and Counterparts**

1.55 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.

1.56 This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original and such counterparts or duplicates shall together constitute one and the same agreement.

## **17. Force Majeure**

1.57 Either party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.

1.58 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.

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## 18. Definition of Terms

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

- 1.59 **“Additional Funding”** has the meaning prescribed to that term in Clause 4.3 of this Agreement.
- 1.60 **“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.
- 1.61 **“Assistance”** 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).
- 1.62 **“Assistance Trigger Point”** means, unless the Authority notifies the Recipient otherwise, three hundred thousand pounds sterling (£300,000) of Assistance provided from all public authority sources to a Relevant Enterprise over a three year period, being this fiscal year and in the previous two fiscal years.
- 1.63 **“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.
- 1.64 **“Capital Asset”** means any item of equipment or other asset which has a purchase value of one thousand and five hundred pounds sterling (£1,500.00) or more and which on the date of its purchase by the Recipient has a useful life of more than three (3) years and is purchased wholly or partly out of the GLA Funding.
- 1.65 **“Certificate of Output Delivery”** means, where applicable, the certificate to be completed and submitted to the Authority in accordance with Part B of Schedule 2 and Schedule 9 as amended by the Authority from time to time.
- 1.66 **“Data Protection Legislation”** means:
- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;

- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
  - (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
  - (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
  - (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 1.67 **“Expenditure Incurred”** means expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made.
- 1.68 **“Financial Year”** means the annual period from 1 April to 31 March.
- 1.69 **“FOIA”** has the meaning given to it in Clause 15.2.
- 1.70 **“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.
- 1.71 **“GLA Funding”** means a sum of up to [two million, four hundred and eighty six thousand] pounds sterling (£[2,486,000 ]) to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement.
- 1.72 **“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).

1.73 **“Intellectual Property Rights”** means copyright, patents, registered and unregistered trade marks, registered and unregistered designs and all other

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industrial and intellectual property rights anywhere in the world whether registered or unregistered and including any applications for any of those rights.

- 1.74 **“Milestones”** means the milestones set out in Part A of Schedule 2 2 and in Block 7 appendix 4 of OPS for the Recipient’s fulfillment of the Project Objectives set out in Schedule 1.
- 1.75 **“Monitoring Form”** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.3 which shall take the form of the template set out at Part A of Schedule 6.
- 1.76 **“OPS”** means the "GLA Open Project System", being the GLA's online investment management system from time to time or any successor system.
- 1.77 **“Output Related Funding”** means, where applicable, the GLA Funding paid in respect of Project Outputs as set out in Part B of Schedule 2.
- 1.78 **“Outputs Value Return”** means, where applicable, a return in the form set out at Part C of Schedule 6 as amended by the Authority from time to time.
- 1.79 **“Overall Unit Cost”** means, where applicable, the total Output Related Funding divided by the number of Sustained Outcomes.
- 1.80 **“Project”** means the [CPP Riverdale Sculpture Park].
- 1.81 **“Project Objectives”** means the objectives to be met by the Recipient as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with Clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 1.82 **“Project Outputs”** means, where applicable, the outputs including the Sustained Outcomes to be met by the Recipient as set out in Schedules 1 and/or 2, any annexure thereto, any amendment thereto agreed between the parties in accordance with Clauses 11 and 12, and to be carried out in accordance with the undertakings set out in Schedule 1.
- 1.83 **“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.
- 1.84 **“Claim Form”** means the form to be completed and submitted to the Authority by the Recipient under Schedule 2 which shall take the form of the template set out at Part B of Schedule 6.
- 1.85 **“Recipient’s Chief Financial Officer”** has the meaning given to it in paragraph 1 of Part A of Schedule 2.

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- 1.86 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project.
- 1.87 **“Recipient’s Responsible Procurement Plan”** has the meaning given to it in Clause 13.3(e).
- 1.88 **“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 the provision of aid and assistance to children, young people and adults in education, unemployed persons, apprentices, persons on work placements and employees where the Assistance provided does not directly assist their employer.
- 1.89 **“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.
- 1.90 **“Review Meeting”** has the meaning given to it in Clause 12.2.
- 1.91 **“Sub-Grantee”** means any person which the Recipient funds in whole or in part from the GLA Funding.
- 1.92 **“Subsidy Control Disclosure Form”** means the form attached at Schedule 5 or such other disclosure form as the Authority may on the giving of notice to the Recipient require it to use.
- 1.93 **“Subsidy Control Rules”** means all applicable rules concerning Assistance arising from resources provided by a public authority, including (without limitation) central, devolved, regional and local government that provide a selective benefit to the Relevant Enterprise. Such contributions being granted (or received) by public authorities will be governed primarily (but not exhaustively) by:
- a) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland ;
  - b) the World Trade Organisation (WTO) rules;
  - c) the Northern Ireland Protocol;
  - d) European Union (Withdrawal Agreement) Act 2020;
  - e) any other international trade agreements; and/or

f) other relevant legal obligations, for example, a local authority's Duty of Best Value.

- 1.94 **“Subsidy Control Threshold”** means the maximum level of Assistance which can be provided to a Relevant Enterprise from time to time from all public authority sources over a three year period, being this fiscal year and in the previous two fiscal years in accordance with Paragraph 4, Article 3.2 of Part Two of the TCA. At the time of entering into this Agreement the maximum level of Assistance is three hundred and forty four thousand and six hundred pounds sterling (£344,600).
- 1.95 **“Sustained Outcomes”** means, where applicable, such Project Outputs described as such Schedules 10 and/or 2 or any annexure thereto.
- 1.96 **“TCA”** means the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland.
- 1.97 **“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.
- 1.98 **“Unit Rates”** means, where applicable, the values associated with each specific Project Output as set out in Schedules 1 and/or 2 or any annexure thereto.
- 1.99 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.

**This Agreement may be executed by the electronic application of their authorised signatories' signatures and provision of electronic copies of the same.**

**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.

Executed and delivered for an on behalf of the )  
**GREATER LONDON AUTHORITY** by: )

.....  
Authorised Signatory

.....  
NAME (BLOCK)

.....  
Position

.....  
Authorised Signatory

.....  
NAME (BLOCK)

.....  
Position]

*[recipient to edit the wording below (if required) to being that used to execute deeds by their organisation - the signatures will be executed on DocuSign only when the GLA have confirmed the final draft is ready]*

Executed and delivered for an on behalf of the )  
**[insert organisation name]** by: )

.....  
Authorised Signatory

.....  
NAME (BLOCK)

.....  
Position

.....  
Authorised Signatory

[REDACTED]  
NAME (BLOCK)

[REDACTED]  
Position]



## **Schedule 1**

### **Project Description**

Key to the OPS block project description and corresponding information in the grant agreement:

<b>OPS location</b>	<b>Description</b>	<b>Corresponding Grant Agreement schedule(s)</b>
Block 1	Project details	Schedule 1
Block 2	Baseline information	Schedule 1
Block 3	Partner details	Schedule 1
Block 4	Match funding at application	Profiled in Schedule 8
Block 5	Milestones	Schedule 2, part A, section 1
Block 6	Spend	Summarised in Schedule 8
Block 7	Supporting information:	
	Appendices Template 1 – Social value and EDI	Schedule 1
	Appendices Template 2 – Design quality	Schedule 1
	Appendices Template 3 – Evaluation Approach	Schedule 1 and Schedule 7
	Appendices Template 4 - Measures	Schedule 2, part B
	Appendices Template 5 – Project Risks	Schedule 1

## **Schedule 2**

### **Funding Schedule (OPS BLOCKS 5 and 6)**

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

1. On achievement of the Milestones, the Recipient shall submit a Claim Form or such other form as the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS (with supporting evidence of Expenditure Incurred on the Project Objectives including copies of third party invoices, and/or contract documents and transaction listings from the Recipient's finance management system and certified as true and accurate records of such expenditure by its 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"))) to the Authority for the appropriate amounts as set out in this Schedule 2 for the relevant Milestone, such claims to be accompanied by:
  - (a) a written report detailing progress in meeting the Project Objectives, the application of the Recipient's Contribution to the Project Objectives and its efforts to secure and the details of any Additional Funding secured together with such evidence and other information as the Authority may reasonably require (in the form of the Monitoring Forms set out at Part A of Schedule 6 or such other form of which the Authority notifies the Recipient in advance including (without limitation) any particular form(s) the Authority requires be submitted to it via OPS)); and
  - (b) such other evidence and information as the GLA may require from time to time (as set out in this Schedule 2 or otherwise).
2. The Authority shall make payment to the Recipient, or as otherwise directed in accordance with this Schedule 2, within 30 days of receipt of a valid invoice which the Recipient may issue following approval by the Authority of valid Claim Forms submitted in accordance with paragraph 1 above.
3. If the record referred to in Clause 6.1(g) of this Agreement shows that the GLA Funding paid to the Recipient as at the date of the report is in excess of the total Expenditure Incurred by the Recipient for the achievement of the Project Objectives, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following the approval of the report by the Authority in accordance with Clause 6.1(g) of this Agreement. Without prejudice to this obligation, the Authority may recover this excess by reduction of any funding still to be paid under this Agreement, or by set off against any other money due or to be due from

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the Authority to the Recipient.

**Section 1 - Milestone Funding Table**

**(OPS BLOCKS 5)**

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

1. The Recipient shall complete and submit to the Authority, within 14 days of the end of each Quarter (quarters commencing on 1 April 2024), for the term of this Agreement, a:
  - (a) completed Outputs Value Return (in the form set out at Part C of Schedule 6 as amended by the Authority from time to time). The Recipient shall ensure that all Project Outputs claimed meet the eligibility criteria as specified in Schedule 10 (Project Output Definitions and Evidence Requirements);
  - (b) written report detailing progress in meeting the Project Outputs, the application of the Recipient's Contribution to the Project Outputs and its efforts to secure and the details of any Additional Funding secured together with such other evidence and other information as the Authority may reasonably require from time to time (in the form of the Monitoring Forms set out at Part A of Schedule 6);
  - (c) in addition and without prejudice to the forgoing provisions of this paragraph 1, the Recipient shall prepare and submit to the Authority an end of financial year estimate claim which shall confirm actual Project Outputs delivered pursuant to the Project to date and the associated drawdown of GLA Funding and provide a prudent estimate of all outstanding Project Outputs to be delivered pursuant to the Project to the end of that Financial Year no later than 4 March in each Financial Year in respect of which GLA Funding has been or is to be sought;
  - (d) the Recipient shall no later than fifteen (15) working days after the end of a Financial Year in respect of which GLA Funding has been or is to be sought submit to the Authority a fourth Quarter actual claim indicating actual Project Outputs delivered in the fourth Quarter of the previous Financial Year; and
  - (e) as soon as reasonably practicable after the end of each Financial Year in respect of which GLA Funding has been or is to be sought and by such date as the Authority shall specify (provided always that such date shall be no later than 31 July in the Financial Year immediately succeeding that Financial Year) the Recipient shall submit to the Authority a Certificate of Output Delivery as per Schedule 9 which shall confirm actual Project Outputs delivered and the associated drawdown of GLA Funding.
2. The Authority shall make payment to the Recipient in accordance with this Schedule 2, within 30 days of receipt of a valid invoice which the Recipient may issue following the approval by the Authority of valid Claim Forms submitted in accordance with paragraph 1 above, provided always that Recipient hereby acknowledges and agrees that in any event the Authority shall not pay any claim(s) for the final ten percent (10%) of the GLA Funding until it is satisfied that the Recipient has adhered to its obligations under this Part B of Schedule 6 and, under this Agreement and, having

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conducted any final monitoring and/or verification exercises which it considers, in its absolute discretion, necessary.

3. The Recipient shall only include in any claims made in respect of Project Outputs made under this Agreement sums calculated in accordance with the Unit Rates for delivered Project Outputs as set out in this Schedule 2 and which meet the eligibility criteria as specified in Schedule 10. The claim amount for the Quarter will be calculated as well as the cumulative amount claimed to date in the form set out at Part C of Schedule 6.
4. If the Certificate of Output Delivery shows that the GLA Funding paid to the Recipient as at the date of the submission exceeds the Project Outputs delivered in the period to which the Certificate of Output Delivery relates, then the Recipient shall repay that excess amount to the Authority forthwith and in all circumstances no later than 30 days following submission of the Certificate of Output Delivery to the Authority. Without prejudice to this obligation, the Authority may recover this excess by reduction of any GLA Funding still to be paid under this Agreement, or by set off against any other money due or to be due from the Authority to the Recipient.
5. In accordance with the guidance set out in Schedule 10 of this Agreement, the Recipient shall retain data and systems needed for verification of each Project Output that has been delivered. This information shall be reviewed by the Authority at review meetings in accordance with Clause 12 of this Agreement.

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

**Not applicable**

**Schedule 3**  
**The Authority's Logo**



**Schedule 4**  
**Not Used**



## **Schedule 5**

### **Subsidy Control Disclosure Form**

The GLA is considering giving Assistance or the equivalent of Assistance provided under Paragraph 4, Article 3.2 of Part Two of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland up to a maximum of the GLA Funding in relation to the Project.

The GLA is required to check whether you will have received Assistance which, when combined with the proposed GLA Funding, exceeds the Subsidy Control Threshold as defined in Clause 18.36.

**Please note if you are part of a group of companies your declaration needs to relate to all subsidy or public funds received by all entities within that group for these purposes.**

If you have (in this fiscal year or the 2 fiscal years prior to that) received any Assistance or public funding in respect of costs to which you are intending to apply and to be provided to you under the Project you must inform the GLA (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 subsidy 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 document having signed and dated it and (where applicable) having completed the tables below. Please then return the document to your GLA project contact. If you do not return the document signed and dated (and provided detail of relevant funding, if any, as requested), the GLA will be unable to provide you with the GLA Funding in relation to the Project.

<b>Recipient of Assistance/funding</b>	<b>Purpose of Assistance/funding</b>	<b>Amount</b>	<b>Date</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>

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# Schedule 6

## Part A: Monitoring Form

The digital version of the monitoring form will be provided, and may be updated during the term of the agreement. Milestones should match those specified in Schedule 2 of the Funding Agreement.

GREATER LONDON AUTHORITY - QUARTERLY MONITORING FORM							
Financial Year	2024-25	Organisation				Project Manager	
Financial Quarter	Q1	Project Name				GLA Lead	
<b>1. Delivery progress</b>							
Please provide an update on progress made in the last quarter highlighting the achievement of any key milestones, delivery of outputs / outcomes and any communications activities undertaken							
<b>2. Top three success to report</b>							
1							
2							
3							
<b>3. Project risks &amp; issues</b>							
<b>Top 3 risks</b>							
	Risk description (source, 'fail event', potential impacts)	Mitigation / Risk response	Probability (1 to 4)	Impact (1 to 4)	RAG	Project owner (name)	
1					R		
2					A		
3					G		
<b>Top 3 current issues</b>							
	Issue description	Potential impact	RAG	Action plan	Project owner (name)		
1			R				
2			A				
3			G				
<b>4. Milestones</b>							
#	Latest contracted milestones (in GLA/OPS/DOV); what are the key actions and steps to be undertaken to deliver the project to completion			Planned date	Revised date	Complete?	
1				dd/mm/yyyy	dd/mm/yyyy	N	
2				dd/mm/yyyy	dd/mm/yyyy	N	
3				dd/mm/yyyy	dd/mm/yyyy	N	
4				dd/mm/yyyy	dd/mm/yyyy	N	
5				dd/mm/yyyy	dd/mm/yyyy	N	
6				dd/mm/yyyy	dd/mm/yyyy	N	
7				dd/mm/yyyy	dd/mm/yyyy	N	
8				dd/mm/yyyy	dd/mm/yyyy	N	
9				dd/mm/yyyy	dd/mm/yyyy	N	
10				dd/mm/yyyy	dd/mm/yyyy	N	
<b>5. Finance</b>							
GLA REVENUE SPEND	Previous years actual spend	Q1 2024-25	Q2 2024-25	Q3 2024-25	Q4 2024-25	2024-25 total	Approved budget for 25/26
	Contracted profile	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Actual	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Variance	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Reason for variance: Set out reason for variance in spend between profile and actual							
GLA CAPITAL SPEND	Previous years actual spend	Q1 2024-25	Q2 2024-25	Q3 2024-25	Q4 2024-25	2024-25 total	Approved budget for 25/26
	Contracted profile	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Actual	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Variance	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Reason for variance: Set out reason for variance in spend between profile and actual							
MATCH SPEND	Previous years actual spend	Q1 2024-25	Q2 2024-25	Q3 2024-25	Q4 2024-25	2024-25 total	Approved budget for 25/26
	Contracted profile	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Actual	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Variance	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Reason for variance: Set out reason for variance in spend between profile and actual							
MATCH SPEND SOURCE FOR THIS QUARTER	CONTRACTED RECIPIENT MATCH	£	CONTRACTED NON-RECIPIENT MATCH	£	ADDITIONAL MATCH	£	

## Part B: Claim Form

The digital copy of the claim form will be provided, and may be updated during the term of the agreement.

**GREATER LONDON AUTHORITY**

**Section III: Declaration and undertaking** [Guidance](#)

We declare that:

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

<b>Capital</b>	0.00	Q4
<b>Revenue</b>	0.00	Q4

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

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

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

GLA Funds	Project Lifetime Budget	Previous Years Spend	FY 23/24 Budget	FY 23/24 YTD	23/24 Remaining Budget	Future Years Budget
<b>Capital</b>						
<b>Revenue</b>						

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

Match Funds	Project Lifetime Budget	Previous Years Spend	FY 23/24 Budget	FY 23/24 YTD	23/24 Remaining Budget	Future Years Budget
<b>Capital</b>						
<b>Revenue</b>						

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

Total Project Budget (inc GLA and Match funds)	Project Lifetime Budget	Previous Years Spend	FY 23/24 Budget	FY 23/24 YTD	23/24 Remaining Budget	Future Years Budget
<b>Capital</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Revenue</b>	0.00	0.00	0.00	0.00	0.00	0.00

	(£)	Comments
<b>Carry Forward Request for 24/25*</b>	<b>Capital</b>	
	<b>Revenue</b>	

\* To be completed if agreed with GLA Project Manager

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

Signature	Name in BLOCK letters	Position	Date

**Part C: Output Values Return**

Not applicable

**Schedule 7**  
**Self-Evaluation Template**  
**(OPS block 7, appendices template 3)**

*The self-evaluation template is provided in OPS block 7 appendices template 3, and may be updated during the term of the agreement.*

## Schedule 8

### Certification of Expenditure (OPS BLOCK 5 and 6)

Name of Project: **[CPP Riverdale Sculpture Park]**

Name of applicant organisation: **[London Borough of Lewisham]**

	Total Project value (GLA + Match)	Total GLA funding	GLA capital funding	GLA revenue funding	Total Match	Recipient match	Recipient match Capital	Recipient match Revenue	Non Recipient match	Non-Recipient match Capital	Non-Recipient match Revenue
2024-25	0	0	0	0	0	0	0	0	0	0	0
2025-26	0	0	0	0	0	0	0	0	0	0	0
2026-27	0	0	0	0	0	0	0	0	0	0	0
Total for all years	0	0	0	0	0	0	0	0	0	0	0

I hereby certify that:

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

Signed:

Name:

Position (s151 officer):

Date:

TfL RESTRICTED

**Schedule 9**  
**Certificate of Output Delivery**  
Not applicable



**Schedule 10**  
**Project Output Definitions and Evidence Requirements**  
Not applicable