

GREATER LONDON AUTHORITY

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

PARENTS' INTEGRATION THROUGH PARTNERSHIP (PIP)

between

THE GREATER LONDON AUTHORITY

-and-

LEARNING UNLIMITED LTD

THIS AGREEMENT is made this day of 2014

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen’s Walk, London, SE1 2AA (“the Authority”); and
- (2) **LEARNING UNLIMITED LTD** (Company/Charity* registration no: **0766 9795**) [of/whose registered office is at **INSTITUTE OF EDUCATION, 20 BEDFORD WAY, LONDON WC1H 0AL***] (“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. A copy of the Recipient’s proposal is attached at Schedule 5 to this Agreement. The funding is from the European Fund for the Integration of Third-Country Nationals (EIF) and the London Schools Excellence Fund (the “Fund”) which is funded by both the Department for Education and the Greater London Authority The Fund is administered by the Authority
- 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 development and wealth creation and social development in Greater London, the Authority wishes to assist the Recipient, in its Project activity by the provision of the GLA Funding.
- 1.3 The Recipient’s total costs of fulfilling the Project Objectives are **Three Hundred and Eighty-Five Thousand, Two Hundred and Sixty-Three Pounds Sterling and Fifty-Four Pence (£385,263.54)**, the Recipient has committed itself to meeting the Project Objectives and using all reasonable endeavors to secure Additional Funding for use in meeting the Project Objectives.
- 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 23.

2. The Grant Agreement

2.1 The Grant Agreement contains the terms and conditions upon which the Authority agrees to provide funding to the Recipient for the Project

2.2 The Grant Agreement consists of 11 components: the Schedule (which constitutes this document), the appendix and 9 annexes, which form an integral part of the Grant Agreement and are attached hereto:

Schedule 1: Project Objectives

Schedule 2: Budget Toolkit

Schedule 3: Milestones and Payment Schedule

Schedule 4: Eligibility of Expenditure

Schedule 5: Project Proposal

Schedule 6: Original Request for Proposal

Schedule 7: Claim form and Progress Reports

Schedule 8: Timesheet Template

Schedule 9: Communication and Branding

Schedule 10: Third Country National English as an Additional Language pupils Declaration

Schedule 11: De Minimis Disclosure Form

2.3 Both parties agree to comply with the general terms and conditions applicable to European Integration Fund grants which are attached as Annex I to this Grant Agreement.

2.4 The Beneficiary agrees to carry out the Operation in accordance with the Service Schedule.

2.5 References to "Clauses" are, unless the context requires otherwise, to be taken as references to the clauses of this Schedule.

2.6 The Recipient shall demonstrate that it is providing value for money in achieving the outcomes/outputs referred to in Schedule 1 and 3. The Recipient shall use the GLA Funding only to meet the Project Objectives in relation to the Project in accordance with this Agreement.

3. Duration of Agreement

(a) COMMENCEMENT DATE:
01 February 2014

(b) PROJECT START DATE:
01 February 2014

- (c) **PROJECT END DATE**
The date by which all Project activity must have been delivered to participants which for the avoidance of doubt shall be 30 June 2015.
- (d) **PROJECT PERIOD**
The Period from the Project Start Date to the later of the Project End Date or the date on which you have met and discharged all of your obligations and liabilities under this Agreement including (without limitation) all reporting and evaluation obligations;)
- (e) **PROGRAMME END DATE**
The date on which the overall programme of which the award of grant pursuant to this Agreement forms part comes to an end, as extended from time to time. Subject to any earlier termination in accordance with the provisions of this Agreement, as at the date of this Agreement, the Programme End Date is 30 June 2015.

4 Payment, Performance and 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 3 and Clauses 4.2 and 4.3.
- 4.2. On the dates set out in Schedule 3, the Recipient shall submit a completed Progress Report, the updated Budget Toolkit and an invoice for the relevant reporting period. Such claims are to be accompanied by:
 - (a) supporting evidence of Expenditure Incurred on the Project Objectives including of third party invoices, receipts, payroll information and/or transaction listings from the Recipient's finance management system, certified as true and accurate records of such expenditure to the Authority for the appropriate amounts
 - (b) Supporting evidence of Activities delivered in meeting Project Objectives including timesheets, Enrolment forms, Course Schedules and Copies of Certificates of Achievement etc. A complete guidance note on this can be found in schedule 8.
 - (c) such other evidence and information as the GLA may require from time to time (as set out in Schedule 3 or otherwise).
- 4.3. The Authority shall make payment in arrears to the Recipient, or as otherwise directed in accordance with Schedule 3, within 30 days of receipt of a correctly completed and valid Progress Report and a valid invoice and supporting evidence submitted in accordance with Clause 4.2.

- 4.4. If the report referred to in Clause 7.1(g) 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 Payment Term, 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 7.1(g). 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.
- 4.5. If at any time the Authority determines (in its absolute discretion) that any aspect of your management or delivery of the Project or your compliance with Project reporting and documentation obligations is materially defective, the Authority may (as one of its options) require you to compile a Recovery Plan, and you must then compile and supply a Recovery Plan to the Authority within ten (10) working days, following which the authority may approve the Recovery Plan as it is, approve it subject to modifications, or reject it.
- a. If the Authority approve the Recovery Plan, with or without modification, then you must follow it until its expiry date (if any) or as the Authority indicate otherwise.
 - b. Without limiting our rights and remedies under this Agreement, if you fail to produce a Recovery Plan, or the Authority reject a proposed Recovery Plan, or you fail to follow an approved Recovery Plan, the Authority may take any action available to us, including (without limitation) requiring you to complete a further Recovery Plan and/or action to reduce or recover Grant or terminate the Agreement in accordance with clause 8.

5 Eligible Expenditure

- 5.1 The Recipient prepared an estimated budget of the Operation (contained in the Budget Toolkit Schedule 2 to this Grant Agreement) for the benefit of the Authority during the selection process. The Authority does not hereby agree to the eligibility of the figures in the estimated budget. It is the Recipient responsibility to ensure that any expenditure incurred is in accordance with the rules on eligibility contained in schedule 4
- 5.2 The Authority has provided guidance of what constitutes “eligible costs” in relation to a project. There are two elements as follows:
- a. “**direct eligible costs**” are costs that are “identifiable as specific costs directly linked to the implementation of [that] project.”
 - b. “**indirect eligible costs**” are costs that “are not identifiable as specific costs directly linked to performance of [that] project.”

Fuller definitions are set out in schedule 4 of this Grant Agreement.

- 5.3 The “**estimated eligible costs**” of the Project are **£385,263.54**. These estimated eligible costs are the Recipient’s estimated total costs contained in the Recipient’s estimated budget attached as Schedule 2, which the Recipient claims to be eligible costs in accordance with criteria contained in schedule 4.
- 5.4 The “**total actual eligible cost**” of the Project is the amount certified as such subsequent to an audit of the Recipient’s Project after completion of the Project, in accordance with Clause 5.5. Pursuant to this, the Recipient hereby accepts that the actual amount which the Recipient may receive from the Authority is not yet calculated.
- 5.5 The amount of the final payment will depend on the eligible expenditure as certified by the final audit of the Project.
- 5.5.1 Under no circumstances may the total amount paid by the Authority to the Recipient exceed the maximum grant amount as set out in Clause 5.3, even if the total eligible costs exceed the estimated eligible costs provided in the Recipient’s budget estimate in Schedule 2.
- 5.5.2 If the eligible costs on completion of the Project are less than the estimated eligible costs specified in Clause 5.3 of the Schedule, the funding shall be limited to the total eligible costs of the Project.
- 5.5.3 Subject to eligibility, the grant shall be limited to the amount required to balance revenue and expenditure for the Project.
- 5.5.4 In the event that the total eligible costs are less than the amounts paid by way of initial and interim payments to the Recipient, the Recipient shall repay to the Authority the amount certified as owing by the qualified auditors. In such an event, the Authority will serve a request for repayment of overpayments made to the Recipient, who will pay back the Authority within 10 working days.
- 5.6 The total actual eligible cost includes indirect eligible costs, as defined in Schedule 4 of this Grant Agreement, which may not be more than **7%** of the direct eligible costs. The indirect eligible costs do not require the submission of supporting evidence.
- 5.7 The Authority will withhold 20% of the total Grant value as set out in Clause 5.3 from the final payments due to the Recipient whilst it and the Home Office carries out the final Audit after the completion of the Project. Upon the completion of a satisfactory Audit the Authority will pay the final 20%.

6 Ineligible Expenditure

6.1 Without prejudice to the fact that the Recipient must only use the GLA Funding for the purpose of meeting the Project Objectives, the Recipient must not use monies paid to it by the Authority under this Agreement for:

- a) activities or objectives not listed in Schedule 1 or 3;
- 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; and/or
- e) the payment of any Ombudsman's award or recommendation as regards compensation for maladministration;
- f) capital Investment costs;
- g) provisions for possible future losses or debts;
- h) interest owed;
- i) debts;
- j) ineligible expenditure as specified in schedule 4.

6.2 The list in Clause 6.1 is not exhaustive and other expenditure not listed in Clause 6.1 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.

7. Financial Accountability

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

- a) agree in writing in advance with the Authority any changes to any of the Project Objectives as set out in Schedule 1 or change of staff members working on the Project;
- b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the GLA Funding can be clearly identified and the propriety and regularity of all payments and handling of the GLA Funding are ensured;
- c) notify the Authority of the monitoring and financial systems in place, and

comply with the Authority's reasonable requirements for these systems;

- d) notify the Authority immediately if any financial irregularity in the use of the GLA Funding is suspected, and indicate the steps being taken in response. Irregularity means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- e) notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- f) notify the Authority immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future;
- g) as well as keeping evidence of activities the recipient must keep a record of all Expenditure Incurred together with full supporting evidence, and the Recipient shall deliver to the Authority the Budget Toolkit setting out a detailed analysis of how the GLA Funding has been spent, with such report to be approved by the Authority within 30 days of its receipt. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 14 years after the date of the Project or such later date as notified by the Authority;
- h) make all relevant documents available and provide access at any time for:
 - i) inspection visits and scrutiny of files by the Authority or anyone acting on their behalf and by the Audit Commission, and
 - ii) an external audit and review of the Project Objectives and of financial appraisal and monitoring systems; and
 - iii) notify the Authority in writing of any change in the identity of the Recipient's Representative.

7.2 Eligible costs without adequate supporting documentation will be deemed ineligible cost

7.3 The Recipient shall account for the monies payable under this Grant Agreement on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received and evidenced by an invoice, rather than when payment is made.

7.4 Budget variations between categories of direct costs can be approved in some circumstances, which are set out in clauses 7.5 to 7.7 of this Grant Agreement. Transfers of the indirect costs element of the budget into direct costs are not permitted.

7.5 Where the Recipient identifies a need to vary its budget between categories of direct costs, it must write to the Authority within 10 working days of the need for a

variation being identified.

- 7.6 If the proposed variation represents less than 10% of the relevant categories of direct costs, as shown in the Budget Toolkit (schedule 2), the Recipient is only required to inform the Authority of the planned change.
- 7.7 However, if the variation represents more than 10% of a specific budget category, or requires movement of funds to a new category not previously identified within the budget, then the Recipient must obtain permission from the Authority before varying the budget.
- 7.8 Any variation requests under Clause 7.4 will be considered only when received by the Authority at least 3 months before the completion date of the Project. Late requests will not be considered

8. Breach of Conditions, Retention, Suspension, Withholding and Recovery of GLA Funding

- 8.1 The Authority may at its absolute discretion reduce, suspend or withhold GLA Funding, or require all or part of the GLA Funding to be repaid and, at its option, terminate this Agreement by giving written notice to the Recipient (with such termination to take effect either immediately or at the end of such notice period as the GLA may stipulate), if:
 - a) the Recipient fails to apply the Recipient's Contribution to the Project Objectives;
 - b) the Recipient fails to deliver the Project or meet the Project Objectives and/or the delivery of the Project is reasonably adjudged by the Authority to be unsatisfactory;
 - c) there is a substantial change to the Project or the Project Objectives 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 Project and/or meet the Project Objectives 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 as approved not being completed;
 - h) any of the events referred to in Clause 8.1 (e), (f), (g) or 4.12 occur
 - i) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Authority reasonably concludes the GLA Funding is at risk of being misapplied; and/or
 - k) there are any other reasons why in the reasonable opinion of the Authority the Project is being carried out in such a way as to conflict with the objectives of the Authority or bring the Authority into disrepute.
- 8.2 The Recipient shall notify the Authority immediately and provide the Authority with a full written explanation, if any of the circumstances in Clause 8.1 above arise.
- 8.3 If the Authority becomes entitled to exercise its rights under Clause 8.1, 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 8.1, 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.
- 8.4 The Authority may also in addition to but without prejudice to its rights under Clauses 8.1 to 8.3 (inclusive) and at its sole discretion terminate this Agreement at any time by giving three calendar months' notice in writing to the Recipient.
- 8.5 In the event that the Authority exercises its right to terminate this Agreement under
- a) Clause 8.1:
 - 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 8.5;
 - 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 continue to be responsible for the retention of all project related documents and liable for any future audits unless otherwise identified by the Authority.

- b) Clause 8.4:
 - i) the provisions of Clause 8.5(a) 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 8.4 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.

9. Procurement and State Aid

- 9.1. All procurement of works, equipment, goods and services shall be based on value for money and suitable skills and experience and conducted:
 - a) using a fair and transparent documented decision making process taking account of public sector accountability and probity;
 - b) in accordance with all relevant law including the Public Contracts Regulations 2006 and underlying European Union Procurement Directives if applicable. For the avoidance of doubt:
 - (i) 3 or more written quotations must be sought in respect of purchases with values between £5,000.00 and £125,000.00 (inclusive); and
 - (ii) an advertised competitive tender exercise (in accordance with the Public Contracts Regulations 2006 where the thresholds therein are met/exceeded) must be conducted in respect of purchases with values exceeding £125,000.00; and
 - c) in accordance with government best practice relating to procurement practices and procedures; and
- 9.2. 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 Commission under such rules are met.
- 9.3. Unless otherwise notified by the Authority when utilising the GLA Funding to fund Relevant Aid to a Relevant Enterprise under the Project (whether directly by the Recipient itself or by funding the Relevant Enterprise in question to do so) the Recipient shall ensure that such aid is provided as “de minimis aid” in accordance with the De Minimis Aid Exemption.
- 9.4. In order to prevent any single Relevant Enterprise receiving aid in excess of the De Minimis Threshold (whether under the Project or otherwise from the Authority or any other public body or public source) the Recipient shall:

- a) obtain a completed De Minimis Disclosure Form from the enterprise before allowing it to participate in the Project, providing it with any Relevant Aid or releasing any funding to it;
 - b) only provide Relevant Aid to a Relevant Enterprise when satisfied that doing so will not raise the total amount of Relevant Aid received by that 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 enterprise in question; and
 - d) permit the Authority its auditors and agents access to the Minimis Disclosure Forms and to any other related records and information it considers necessary for assessing whether relevant State Aid rules have been complied with within ten (10) working days of a request for the same which the Authority may then disclose to the Department of Business Innovation and Skills and European Commission.
- 9.5. The Recipient shall notify the Authority when the value of Relevant Aid provided under the Project to any single Relevant Enterprise reaches the Relevant Aid Trigger Point in order that if the Recipient envisages that Relevant Enterprise's continued participation in the Project the Authority may consider what measures will have to be implemented to ensure that any further Relevant Aid received by the Relevant Enterprise complies with State Aid rules including (without limitation) directing the Recipient:
- a) not to provide the Relevant Enterprise with any further Relevant Aid;
 - b) to utilise the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure.
- 9.6. If the Authority directs it to do so the Recipient shall itself complete a De Minimis Disclosure Form in respect of any portion of the GLA Funding utilised by the Recipient that the Authority considers to be Relevant Aid to the Recipient as a Relevant Enterprise and shall fully cooperate with the Authority in utilising the Block Exemptions or any other applicable exemption or European Commission notification and approval procedure to comply with State Aid rules.
- 9.7. The Authority reserves the right to vary the requirements relating to State Aid in line with changes to relevant European legislation from time to time.
- 9.8. The Authority may monitor the Recipient's compliance with the requirements of this clause 9 (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 8.1(d).

10. Publicity and Intellectual Property

10.1 All information and publicity measures aimed at final beneficiaries, potential final beneficiaries and the general public shall include:

10.1.1 the emblem of the European Union;

10.1.2 a reference to the European Integration Fund;

10.1.3 a statement chosen by the Authority, highlighting the added value of the contribution from the European Union.

10.2 Unless the Authority stipulates otherwise, any notice or publication by the Recipient about the Project, including at a conference or seminar, must specify that the Project has received funding from the European Commission.

10.3 Any notice or publication by the Recipient, in whatever form and on or by whatever medium, including the Internet, must specify that it reflects the Recipient's views only and not those of the European Commission or the Authority. In addition it must be stated that neither the European Commission nor the Authority is liable for any use that may be made of the information contained therein.

10.4 Without prejudice to the generality of Clause 21, the European Commission and/ or the Authority shall be authorised to publish, in whatever form and on or by whatever medium, including the Internet, the following information:

- the name of the Beneficiary;
- the purpose of the grant;
- the amount granted and the proportion of the total cost of the Project accounted for by the funding;
- the geographical location of the Project;
- whether the Project has previously been publicised;
- the content of any reports concerning the Project.

10.5 The Recipient shall ensure that, all information and publicity measures aimed at final beneficiaries, potential final beneficiaries and the general public shall include the fact that the Authority and the European Integration Fund 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, the Authority's logo and the European Integration Fund logo shall be used wherever possible.
- 10.6 All publicity generated by the Recipient referring to the Mayor of London and/or the Authority must be approved in writing in advance by the Authority's, Representative (allowing a minimum of five days for approval) except where the press release wording in Schedule 9 is used which for the avoidance of doubt can be used un-amended without approval by the Authority.
 - 10.7 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.
 - 10.8 Unless otherwise provided in the Grant Agreement, ownership, title and industrial and intellectual property rights in the results of the Project and the reports and other documents relating to it shall vest in the Recipient.
 - 10.9 Notwithstanding the provisions of Clause 10.5 above, the Recipient shall grant the European Commission and the Home Office and the Authority the right to use freely and in any way they see fit the results deriving from the Project, subject to any intellectual property rights already existing.
 - 10.10 Whether or not the Project has any association with the IAAF World Athletics Championships 2017 or IPC World Athletics Championships 2017, the Recipient acknowledges and agrees that it has no right and shall acquire by this Agreement no right to use any trade marks trade names logos or other intellectual property rights of the IAAF or IPC (including the names (without limitation) London 2017 Limited or "London 2017" and the Recipient shall not represent that any product or service provided or used has been endorsed or approved by London 2017 Limited, UK Athletics or UK Sport or any other body associated with the IAAF World Athletics Championships 2017 or IPC World Athletics Championships 2017 or that the Recipient its products or services are in any way associated with those organizations the IAAF World Athletics Championships 2017 or IPC World Athletics Championships 2017, including by publishing or issuing any statement (factual or otherwise) about any provision by the Recipients of products or services to the Authority.

11. Agency

- 11.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Authority.
- 11.2 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).

- 11.3 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.

12. Amendment

The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Authority. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Authority may have in place from time to time, and shall not unreasonably withhold or delay its consent to any amendment proposed by the Authority.

13. Review, Consultation and Final Report

- 13.1 In preparation for each of the Review Meetings (as that term is defined in Clause 13.2), 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.
- 13.2 The Recipient and the Authority shall meet to review the progress of the Project and the meeting of the Project Objectives ("Review Meeting") from time to time, at such times as agreed by the parties. Review Meetings will be organised by the Authority.
- 13.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) will be informed by the Recipient's claims for payment and Project Progress Reports and shall include but not be limited to:
- a) the progress and delivery of the Project and Project Objectives 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 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;
 - b) any revisions that may be necessary to the Project Objectives for whatever reason.
 - c) the Recipient's proposals for publicising, branding and acknowledging the Authority's funding of the Project; and
- 13.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 12.

13.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall liaise with the Authority in relation to the Project and shall keep the Authority fully informed of the progress of the Project Objectives and delivery of the Project.

14. Compliance with Legislation

14.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

- a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project; and
- b) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person.
- c) shall ensure that Criminal Records Bureau or Disclosure and Barring Service checks have been undertaken in respect of all persons engaged in or about the Project where such persons shall be working with children or vulnerable people or have access to personal data (as defined by the Data Protection Act 1998) in relation to Project participants as part of the Project; and
- c) Shall ensure that appropriate child safeguarding policies are in place prior to the Project commencing.

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

15. Complaints

15.1 The Recipient shall inform the Authority of any complaint made by project participants, partners, sub-contractors, auditors or other contracting bodies to the project, within **five (5) working days** of becoming aware of that complaint.

15.2 Without prejudice to any rights and remedies that a complainant may have at law and without prejudice to any obligation of the Recipient to take remedial action under the provisions of the Grant Agreement, the Recipient shall use all reasonable endeavours to resolve the complaint and in so doing, shall deal with the complaint fully, expeditiously and fairly.

15.3 Within **three (3) working days** of a request by the Authority, the Recipient shall provide full details of any complaint to the Authority, including details of steps taken to its resolution.

16. DISPUTE RESOLUTION

- 16.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Grant Agreement within 20 working days of either party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the director (or equivalent) of each party.
- 16.2 If the dispute cannot be resolved by the parties pursuant to Clause 16.1 the dispute shall be referred to mediation pursuant to the procedure set out in this Clause 16 unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Recipient does not agree to mediation.
- 16.3 The performance of the Grant Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Recipient shall (and shall ensure the staff) comply fully with the requirements of the Grant Agreement at all times.
- 16.4 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 16.4.1 a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 working days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within 10 working days from the date of the proposal to appoint a Mediator or within 10 working days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“**CEDR**”) to appoint a Mediator.
- 16.4.2 The parties shall within 10 working days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 16.4.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 16.4.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 16.4.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Grant Agreement without the prior written consent of both parties.

16.4.6 If the parties fail to reach agreement in the structured negotiations within 60 working days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts of England and Wales.

17 Subcontracting

- 17.1 Subject to the approval of the Authority, the Recipient shall provide full details of tasks subcontracted to third parties and procurement evidence subject to clause 9.1b if applicable.
- 17.2 A summary of the tasks and related costs that the Recipient intends to subcontract to third parties is provided in Schedule 2.
- 17.3 For each subcontractor, a contract setting out the obligations of both parties, the purpose and terms of the work/ service and the financial conditions must be duly signed by both parties.
- 17.4 For all subcontracts, subcontractors shall undertake to provide all audit and control bodies with the necessary information relating to the Project.
- 17.5 It is the responsibility of the Recipient to ensure it retains the relevant documentation from its subcontractors.

18 Partners

- 18.1 Any partners involved in the Project under the overall coordination of the Recipient must comply with the terms and conditions of this Grant Agreement. It is the responsibility of the Recipient to ensure that all partners abide and adhere to the same obligations as them.
- 18.2 The Recipient shall keep certified copies of the accounting documents justifying income and expenditure incurred by the partners in relation to the Project.
- 18.3 For each partner, a contract or service level agreement setting out the obligations of both parties, the purpose and terms of the work/ service and the financial conditions must be duly signed by both parties.
- 18.4 All partners shall undertake to provide all audit and control bodies with the necessary information relating to the Project.
- 18.5 By signing this Agreement the Recipient agrees that it has received, read and understood each of Schedules 1 – 8, and the Appendix, which form an integral part of this Grant Agreement.

- 18.6 This Grant Agreement shall not be assigned or transferred (nor the performance of any obligations hereunder subcontracted) by the Recipient except with the written consent of the Authority.

19. Liability and Insurance

- 19.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Authority from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Authority and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out its obligations under this Agreement.
- 19.2 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.
- 19.3 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.

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

- 20.1 The Recipient shall ensure that at all times it complies with its obligations under this Agreement in manner so as to comply with the Data Protection Act 1998 including (without limitation) the maintenance of an appropriate registration with the Information Commissioner and complies in all respects with the provisions of the Data Protection Act 1998 and all applicable regulations.
- 20.2 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.

20.3 Subject to Clauses 20.2, 20.4 and/or 20.5 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.

20.4 The obligations under Clause 20.3 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.

20.5 The Recipient acknowledges and agrees that the Authority:

- (a) is subject to the Transparency Commitment and accordingly, notwithstanding Clause 20.3 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 (as defined in Clause 20.2 above). The Authority may in its absolute discretion consult with the Contractor regarding any redactions to the Agreement Information to be published pursuant to this Clause 20.5. The Authority shall make the final decision regarding publication and/or redaction of the Agreement Information.

21. Entire Agreement

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

22. Force Majeure

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

22.2 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.

23. Definition of Terms

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

- 23.1 **“Additional Funding”** has the meaning prescribed to that term in clause 4.5 of this Agreement;
- 23.2 **“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;
- 23.3 **“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,
- 23.4 **“Budget Toolkit”** means the breakdown of expenditure attached at Schedule 2;
- 23.5 **“Block Exemptions”** means as the context requires the De Minimis block exemption (EC Regulation 1998/2006) SME Aid block exemption (EC Regulation 70/2001 as amended) Training Aid block exemption (EC Regulation 68/2001 as amended) Employment Aid block exemption (EC Regulation 2204/2002 as amended) and/or Regional Aid block exemption (EC Regulation 1628/2006);
- 23.6 **“De Minimis Aid Exemption”** means the De Minimis block exemption (EC Regulation 1998/2006);
- 23.7 **“De Minimis 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;
- 23.8 **“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;
- 23.9 **“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;
- 23.10 **“Claim Form”** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.2 and which shall take the form of the template set out at Schedule 7, Part 1;

- 23.11 **“Decision”** is mentioned in Schedule 4 “Eligibility of Expenditure” and refers to the European Council Decision establishing the European Integration Fund which can be found at:
<http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2007:168:0018:0036:EN:PDF>
- 23.12 **“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.
- 23.13 **“Force Majeure Event ”** means any of the following events: 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 and such other events or circumstances beyond the reasonable control of a Party the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (**“Affected Party”**) to perform its obligations in accordance with the terms of 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 event of Force Majeure or its impact;
- 23.14 **“Funding Schedule”** means the schedule of payments agreed between the parties as set out in Schedule 3 to this Agreement;
- 23.15 **“GLA Funding”** means a sum of up to **Three Hundred and Eighty-Five Thousand, Two Hundred and Sixty-Three Pounds Sterling and Fifty-Four Pence (£385,263.54)**, to be paid to the Recipient by the Authority in accordance with the terms and conditions of this Agreement;
- 23.16 **“Insolvent”** means:
- where the Recipient is an individual (or if more than one individual than any one of them):
 - (a) the subject of a bankruptcy petition;
 - (b) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;
 - (c) enters into any composition, moratorium or other arrangement with its creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and

- where the Recipient is a body corporate (or if more than one body corporate than any one of them):
 - (a) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to make such a proposal;
 - (b) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or the Directors of the Recipient resolve to present such a petition;
 - (c) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of its property (or part of it) is appointed;
 - (d) a resolution for its voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of its creditors is called for the purpose of considering that it be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
 - (e) a petition for its winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that it be wound up;
 - (f) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
 - (g) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with its creditors; or
 - (h) the dissolution or removal from the Register of Companies of the Recipient or it ceasing to exist (whether or not capable of reinstatement or reconstruction).

23.17 **“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;

23.18 **“Milestones”** means the milestones for the Recipient’s fulfillment of the Project Objectives set out in Schedule 3;

- 23.19 **“Project ”** means the **PARENTS’ INTEGRATION THROUGH PARTNERSHIP (PIP) Project**;
- 23.20 **“Project Monitoring Form”** means the form to be completed and submitted to the Authority by the Recipient under Clause 4.2 and which shall take the form of the template set out at Schedule 7;
- 23.21 **“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 12 and 13, and to be carried out in accordance with the undertakings set out in Schedule 1;
- 23.22 **“Recipient’s Representative”** means the representative of the Recipient responsible for ensuring the effective delivery and management of the Project;
- 23.23 **“Recovery Plan”** means a report detailing action required, as agreed in negotiation between us, to remedy a situation where, in our opinion, progress in relation to the Project has fallen below the minimum required standard which may include;
- a modification of the Project Activities;
 - b variation or reduction of the amount of Grant;
 - c transfer of activity to an alternative delivery partner;
 - d termination of the Project; or
 - e repayment of a proportion of Grant paid to date.
- 23.24 **“Relevant Aid”** means any financial or non-financial aid or assistance provided to a Relevant Enterprise incusing (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 or the 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);
- 23.25 **“Relevant Aid Trigger Point”** means unless the Authority notifies the Recipient otherwise the value of the Euro equivalent (at the date of this Agreement) of fifty thousand pounds sterling (£50,000.00) of Relevant Aid provided by the Recipient to a Relevant Enterprise within the last three consecutive financial years;
- 23.26 **“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;

23.27 **“Schedule”** means a schedule to this Agreement which shall form part of this Agreement as if set out here; and

23.28 **“Transparency Commitment”** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its agreements, contracts, tender documents and data from invoices and claims received.

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

EXECUTED as a Deed by

the GREATER LONDON AUTHORITY

by its duly authorised signatory:

EXECUTED as a Deed by

LEARNING UNLIMITED LTD

by its duly authorised signatories:
