

Dated

2018

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GRANT AGREEMENT

between

THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON
as lead authority for the London Business Rates 100% Pilot Pool 2018/19

and

[INSERT DETAILS OF BOROUGH]

Project Name: XXXX

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This DEED is dated

2018

PARTIES

- (1) **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** of Po Box 270 Guildhall, London EC2P 2EJ (**Lead Authority**); and
- (2) **[NAME OF RECIPIENT]**, [RELEVANT DETAILS OF LEGAL STRUCTURE] whose principal address is at [ADDRESS] (**Recipient**), hereinafter referred to as Party or jointly as Parties;

BACKGROUND

- A. Following consultation, and the agreement of the Mayor of London and at least two-thirds of the 33 billing authorities (London Boroughs and the City of London Corporation), the Lead Authority has agreed to pay the Grant to the Recipient to assist it in carrying out a Strategic Investment Project.
- B. This Agreement sets out the terms and conditions on which the Grant is made by the Lead Authority to the Recipient.
- C. Following a successful application made by the Recipient in relation to the Grant following a tender exercise managed by the Lead Authority, the Parties have agreed that their respective rights and obligations shall be governed by the present Agreement.
- D. The Recipient, in accepting to receive the Grant shall abide by its obligations in the MoU in particular paragraphs 4 and 7 thereof.
- E. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded and to protect the interests of the Participating Authorities.

AGREED TERMS

1. DEFINITIONS

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

Agreed Governance Process: refers to the governance arrangements put in place following agreement of the MOU relating to management of the London Pilot Scheme and detailed in Schedules 1 and 5.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data and the privacy of electronic communications.

DCLG (now Ministry of Housing, Communities and Local Government): has the meaning given in the MoU.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Governing Body: the governing body of the Recipient including its Members, Officers and Leaders (including where relevant elected Mayors).

Grant: the sum of £[AMOUNT] to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on a date to be agreed by the Parties or in the absence of agreement, indicated as being the relevant end date of this Agreement by the Lead Authority.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

London Pilot Scheme: refers to the additional business rates retention scheme (Pool) laid out in the MoU.

MoU: means the Memorandum of Understanding dated 12 December 2017 entered into between the Greater London Authority, the London Boroughs and the City of London Corporation (as Participating Authorities) in furtherance of the objectives of the London Business Rates 2018/19 100% Pilot Pool. A copy of the MoU is appended at Schedule 5.

ONS: means office for National Statistics.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Prohibited Act: offering, giving or agreeing to give to any servant of the Lead Authority any gift or consideration of any kind as an inducement or reward for:

- (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Lead Authority; or
- (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Lead Authority;
- (iii) under the Bribery Act;
- (iv) under legislation creating offences in respect of fraudulent acts; or
- (v) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Lead Authority; or

SIP Manager: the individual who has been nominated to represent the Lead Authority for the purposes of this Agreement.

Other terms have the meanings given in the MoU, a copy of which is included in Schedule 5.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Strategic Investment Project outlined at schedule 2 and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Lead Authority.
- 2.2 The Recipient shall not make any significant change to the Strategic Investment Project without the Lead Authority's prior written agreement, which shall only be provided following consultation with the Participating Authorities. An extension of the scope of a Strategic Investment Project, for example, as additional match funding is obtained shall not constitute a significant change but be reported at the next monitoring report.
- 2.3 The Recipient intends to seek other funding for the Strategic Investment Project as outlined at Schedule 2. Accordingly, the recipient may apply to third parties for other funding without prior notification. However, where such funding is obtained, the Recipient will provide the Lead Authority with details of the amount and purpose of that funding as part of their monitoring reports. The Recipient agrees and

accepts that whilst it may apply for duplicate funding in respect of any part of the Strategic investment Project or any related administration costs this would replace any SIP funding, which would have to be repaid to the SIP. Additional funding may also be applied for and added to extend the scope of the Strategic Investment Project.

3. PAYMENT OF GRANT AND OBLIGATIONS OF THE RECIPIENT

- 3.1 Subject to Clause 12, the Lead Authority shall pay the Grant to the Recipient in accordance with the formula in Schedule 3.
- 3.2 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Strategic Investment Project.
- 3.3 The Recipient in its capacity as a local authority in managing the Grant and any Strategic investment Projects will act at all times within the limits of its constitution and the Agreed Governance Process, the LGFA 1988, the NDR Levy Regulations, the NDDR Retention Regulations and any other applicable legislation and statutory requirements affecting the Agreement.
- 3.4 Should there be any local government reorganisation or should the Recipient local authority's functions change following a reorganisation or for any other reason, the Parties agree that they shall consider all options for the transfer of the contents and effects of this Agreement, including novating the Agreement to any successor bodies as may be necessary to provide continuity to any Strategic Investment Projects.
- 3.5 Save in respect of any activities contemplated in Clause 3.4, the Recipient may not assign this Agreement without the written authority of the Lead Authority. The Lead Authority shall be able to novate or assign this Agreement without requiring the prior authorisation of the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Strategic Investment Project set out in Schedule 2.
- 4.2 Where the Recipient has obtained or intends to obtain funding from a third party in relation to its delivery of the Strategic Investment Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the formula in Schedule 3.
- 4.3 The Recipient shall only use the Grant to further the objectives of the London Pilot Scheme generally and the Strategic Investment Project.
- 4.4 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the SIP.
- 4.5 Any liabilities arising at the end of the Strategic Investment Project including any redundancy liabilities for staff employed by the Recipient to deliver the Strategic Investment Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Lead Authority for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be recognised as income by the Recipient in accordance with proper practice as soon as this Agreement is executed. The Grant is a revenue grant, though may be applied to capital spend if this is appropriate to the nature of the Strategic Investment Project. The Recipient may use its discretion on the most appropriate way to carry the relevant funds forward to future years using accruals, earmarked or general reserves, or such other mechanism as deemed appropriate.

- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it. This might be achieved using a specific cost centre or capital project in the Recipient's accounting system.
- 5.3 In line with usual practice for the proper administration of the Recipient's financial affairs, the Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following the transactions. The Lead Authority shall have the right to review, at the Lead Authority's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Recipient shall comply and facilitate the Lead Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Lead Authority.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Strategic Investment Project throughout the Grant Period to ensure that the aims and objectives of the Strategic Investment Project are being met and that the terms of this Agreement are being adhered to.
- 6.2 The Recipient shall provide the Lead Authority with a report on its use of the Grant and delivery of the Strategic Investment Project every quarter and in such format as the Lead Authority may reasonably require (the initial format is shown at Schedule 4). The Recipient shall provide the Lead Authority with each report within one month of the last day of the quarter to which it relates.
- 6.3 The intention is for monitoring to be 'light touch' and the Lead Authority will consider, on request, the appropriateness of the Recipient's internal management reports for the Strategic Investment Project in lieu of the standard format report described in 6.2.
- 6.4 The Recipient shall on request provide the Lead Authority with such further information, explanations and documents as the Lead Authority may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.5 The Recipient shall permit any person authorised by the Lead Authority such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.6 The Recipient shall permit any person authorised by the Lead Authority for the purpose to visit the Recipient once every year to monitor the delivery of the Strategic Investment Project. Where, in its reasonable opinion, the Lead Authority considers that additional visits are necessary to monitor the Strategic investment Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.7 The Recipient shall provide the Lead Authority with a final report on completion of the Grant Period which shall confirm whether the Strategic Investment Project has been successfully and properly completed. This will be provided prior to the final payment of the Grant being made.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the aims and rationale of the Pool as specified in the MoU in any materials that refer to the Strategic Investment Project and in any written or spoken public presentations about the Strategic Investment Project.

- 7.2 Subject to any approvals required in Clause 7.1 in using any logos relating generally to the London Pilot Scheme or specifically to the Strategic Investment Project, any logos or strap lines relating to the London Pilot Scheme or to a Strategic Investment Project shall comply with all reasonable branding guidelines issued by the Lead Authority from time to time.
- 7.3 The Recipient agrees to participate in and co-operate with reasonable promotional activities relating to the Strategic Investment Project that may be instigated and/or organised by the Participating Authorities.
- 7.4 The Participating Authorities may acknowledge the Recipient's involvement in the Strategic Investment Project as appropriate without prior notice.
- 7.5 The Recipient shall comply with all reasonable requests from the Lead Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Lead Authority in its promotional and fundraising activities relating to the Strategic Investment Project or the London Pilot Scheme.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Lead Authority and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Lead Authority or the Recipient before the Commencement Date **or developed by either Party during the Grant Period, shall remain the property of that Party.**

9. CONFIDENTIALITY

- 9.1 Subject to Clause 10 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.
- 9.2 The obligation of confidentiality contained in this Clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving Party;
 - (b) is already known to the receiving Party as evidenced by written records at the time of its disclosure by the disclosing Party and was not otherwise acquired by the receiving Party from the disclosing Party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving Party from a third party having the right to disclose the same to the receiving Party without breach of the obligations owed by that Party to the disclosing Party.

10. FREEDOM OF INFORMATION

- 10.1 The Recipient acknowledges that the Lead Authority is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**) and shall provide such assistance to the Lead Authority as necessary in discharging its obligations pursuant to the FOIA and EIR.

11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

12.1 The Lead Authority's intention is that the Grant will be paid to the Recipient in full. The Lead Authority will rely on the execution of this Agreement to denote reasonable assurance that the Recipient will comply with the conditions herein. However, without prejudice to the Lead Authority's other rights and remedies, the Lead Authority may, in consultation with the Participating Authorities, withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which it has been awarded (as shown in Schedule 2);
- (b) the delivery of the Strategic Investment Project is significantly delayed and the Recipient has failed to provide the Participating Authorities with a reasonable explanation for the delay;
- (c) the Recipient is, in the reasonable opinion of the Participating Authorities, delivering the Strategic Investment Project in a negligent manner;
- (d) the Recipient obtains duplicate funding from a third party for the Strategic Investment Project;
- (e) the Recipient obtains funding from a third party which, in the reasonable opinion of the Participating Authorities, undertakes activities that are likely to bring the reputation of the Strategic Investment Project or the Participating Authorities into disrepute;
- (f) the Recipient provides the Participating Authorities with any materially misleading or inaccurate information;
- (g) the Recipient commits or committed a Prohibited Act;
- (h) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Strategic Investment Project or (b) taken any actions which, in the reasonable opinion of the Participating Authorities, bring or are likely to bring the Participating Authorities' names or reputations into disrepute;
- (i) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

12.2 The Lead Authority may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Lead Authority.

12.3 The Recipient shall make any payments due to the Lead Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

13. ANTI-DISCRIMINATION

13.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.

13.2 The Recipient shall take all reasonable steps to secure the observance of Clause 13.1 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Strategic Investment Project.

14. HUMAN RIGHTS

- 14.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.
- 14.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Lead Authority requests so as to enable the Lead Authority to comply with its obligations under the Human Rights Act 1998.

15. LIMITATION OF LIABILITY

- 15.1 The Lead Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Strategic Investment Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Lead Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Strategic Investment Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to Clause 15.1, the Lead Authority's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources, approvals, powers and expertise to deliver the Strategic Investment Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Lead Authority immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Strategic Investment Project;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Lead Authority is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Participating Authorities or any of the Participating Authorities' advisers, which might reasonably have influenced the decision of the Lead Authority to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material detrimental change in its financial position or prospects.

17. INSURANCE

17.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

17.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Strategic Investment Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Strategic Investment Project.

The Recipient shall (on request) supply to the Lead Authority a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the completion of the Strategic Investment Project.

18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

19. TERMINATION

The Lead Authority may terminate this Agreement and any Grant payments on giving the Recipient two months' written notice should it be required to do so by financial restraints or for any other reason (including but not limited to the Lead Authority's non-availability to fulfil that role moving forward, the Government decision to abandon its support of the London Pilot Scheme).

20. ASSIGNMENT

The Recipient may not, without the prior written consent of the Lead Authority, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Strategic Investment Project, transfer or pay to any other person any part of the Grant.

21. WAIVER

No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed

received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Lead Authority's right to withhold funds or terminate) arising between the Parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the SIP Manager or any other individual nominated by the Lead Authority from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the SIP Manager or other nominated individual, as the case may be, either Party may refer the matter to the Chief Executive (Town Clerk) or anyone nominated by them, of the Lead Authority and the Chief Executive of the Recipient or anyone nominated by them with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Lead Authority and the Recipient.
- 23.3 Should the complaint or dispute remain unresolved within 28 days of the matter being referred to the Chief Executives (or their representatives), it may be further referred to a panel of three Chief Executives from the other Participating Authorities for determination.
- 23.4 In the absence of agreement under Clauses 23.2 and 23.3, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Lead Authority and the Recipient, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

**SCHEDULE 1
THE PROJECT**

London Business Rates 2018/19 100% Pilot Pool – SIP Consultation

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SIP Consultation
Report FINAL.pdf

**SCHEDULE 2
BID FORM**

Bid form for this Strategic Investment Project as submitted by Accountable Borough

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**SCHEDULE 3
PAYMENT SCHEDULE AND FORMULA**

The grant will be paid by instalments in advance in the following amounts:

Initial payment: 25% of Grant

Quarterly payments: up to 70% of the Grant, so that 95% in total can be paid in these payments and the initial payment together

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$$\frac{\text{Total Strategic Investment Project Spend to Date}}{\text{Total Strategic Investment Project forecast cost}} \times \frac{\text{Grant}}{\text{Total funding requirement}} \times \text{Grant}$$

Less

Total payments to date

Where the calculated quarterly payment amount is negative, no payment will be made that period. The total paid under the annual and initial payments will be up to 95% of the grant amount.

The final 5% will be paid on conclusion of the project and submission of the final monitoring report.

**SCHEDULE 4
MONITORING FORM**

Accountable bidding borough			
Partner boroughs/authorities			
Other partners:			
Total project cost forecast:	Expenditure item	Total	Actual spend to date
		£m	£m
	<i>Complete and add rows as needed</i>		
	<i>Complete and add rows as needed</i>		
	Total (should equal funding total)		
Funding for the total forecast:	Funding Source	Total	Actual Received to date
		£m	£m
	SIP		
	<i>Complete and add rows as needed</i>		
	<i>Complete and add rows as needed</i>		
	Total (should equal total project cost forecast)		
Update on proposal and progress			
Update on scale of economic benefit			
Officer contact details			

I hereby certify that the terms and conditions of the Grant have been met, the above report represents a true and fair picture of the position of the project, and the above amounts have been spent or received by the Authority.

Authorised by: _____ (s.151 Officer)

SCHEDULE 5
MOU

London BRR
Pooling Agreement

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IN WITNESS of which the Parties hereto have executed this document as a Deed on the date first written above

The COMMON SEAL of
THE MAYOR AND COMMONALTY
AND CITIZENS OF THE CITY OF LONDON
was hereunto affixed in the presence of:

DRAFT

Assistant City Solicitor

EXECUTED as a DEED
by [NAME OF RECIPIENT]
acting by and under the signatures of:

[NAME OF DIRECTOR]

[SIGNATURE OF DIRECTOR]

[NAME OF DIRECTOR OR COMPANY SEC]

[SIGNATURE OF DIRECTOR OR COMPANY SEC]