

GREATER**LONDON**AUTHORITY

FUNDING AGREEMENT FOR THE UK SHARED PROPERITY FUND

BETWEEN

GREATER LONDON AUTHORITY

and

HARROW COUNCIL

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This Funding Agreement is made on [insert date of signature]

Between:

- (1) **GREATER LONDON AUTHORITY**, whose principal address is City Hall, Kamal Churchie Way, London, E16 1ZE (the “**Lead Authority**”)
- (2) **HARROW COUNCIL** whose principal address is Civic Centre, Station Road, Harrow. HA1 2XY (the “**Project Deliverer**”).

BACKGROUND

- A. His Majesty’s Government (the UK government) is providing London with £144,444,970 of funding through the UK Shared Prosperity Fund (UKSPF) to improve pride in place and increase life chances across the UK, investing in communities and place, supporting local business, and people and skills.
- B. The UK Shared Prosperity Fund invests in projects that cover one or more of the investment priorities of community and place and supporting local businesses and people and skills. In Great Britain, the fund is managed in partnership with local authorities who act as Lead Authority for their area. In London, this is the Greater London Authority (GLA).
- C. Funds provided under the UK Shared Prosperity Fund are provided pursuant to section 50 of The United Kingdom Internal Market Act 2020.
- D. The Secretary of State administers the UK Shared Prosperity Fund for the UK government.
- E. The Lead Authority invited Proposals from the 32 London boroughs and the City of London Corporation, as detailed in the London Investment Plan approved by UK government, reviewed those Proposals and wishes to award the Project Deliverer a UKSPF grant, as confirmed by government.
- F. Under its powers under Sections 30 and 34 of the Greater London Authority Act 1999 to do anything it considers will facilitate or which is conducive or incidental to the promotion of economic, social development and wealth creation in Greater London, the Lead Authority will provide funds to the Project Deliverer for the selected project on the following Conditions.

The conditions collectively (the **Conditions**) are as follows:

1. INTRODUCTION

- 1.1. In consideration of the Parties’ respective obligations contained in this Funding Agreement the Lead Authority offers the Grant and the Project Deliverer accepts the Grant up to the Maximum Sum on the Conditions of this Funding Agreement.
- 1.2. This Funding Agreement sets out the conditions which apply to the Project Deliverer receiving the Grant from the Lead Authority up to the Maximum Sum.

- 1.3. The Lead Authority and the Project Deliverer have agreed that the Lead Authority will provide the Grant up to the Maximum Sum as long as the Project Deliverer uses the Grant in accordance with this Funding Agreement.
- 1.4. The Lead Authority provides the Grant to the Project Deliverer on the basis of the Project Deliverer's Proposal.
- 1.5. The Parties confirm that it is their intention to be legally contractually bound by this Funding Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in these Conditions:

Annex means the annexes attached to these Conditions which form part of the Funding Agreement;

Asset means any assets that are to be purchased or developed using Funding including equipment or any other assets which may be a Fixed Asset which has a purchase value of £1,500.00 (one thousand and five hundred pounds) or more as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means a three-year period from the date on which the Asset was purchased;

Bribery Act means 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 this legislation;

Change of Control means the sale of all or substantially all the assets of the Project Deliverer; any merger, consolidation or acquisition of the Project Deliverer with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of the Project Deliverer in one or more related transaction;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which this Funding Agreement comes into effect, being the 1st April 2022;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of this Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:

- (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Lead Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Confirmation of Authorised Signatories Form means that form at Annex 5 of the Funding Agreement;

Contracting Authority means any contracting authority (other than the Lead Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the Data Protection Legislation;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on a Crown Body's behalf;

Data Protection Legislation means (a) 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 UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation;

Delivery Partner means a third party that (in collaboration with the Project Deliverer) shall deliver the Project, itself defray expenditure to be claimed and carry out the Project Activities in accordance with paragraph 4 and which third party is not intended by either party to be providing services or works under a contract for services or works;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal and **Dispose** and **Disposed** shall be construed accordingly;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Duplicate Funding means funding provided by a Third Party to the Project Deliverer, which is for the same purpose for which the Grant was made, but has not been declared to the Lead Authority;

EIR means the Environmental Information Regulations 2004 (SI No 2004/3391) together with any guidance and/or codes of practice issued by the 'Information Commissioner' (as referred to therein) or relevant Crown Body in relation to the EIR;

Eligibility Criteria mean the Lead Authority's selection criteria used to determine who should be grant recipients including the Project Deliverer;

Eligible Expenditure means the expenditure incurred by the Project Deliverer during the Funding Period for the purposes of delivering the Project Activities which comply in all respects with the rules set out in paragraph 5 of these Conditions;

Eligibility Rules means the rules governing eligibility of expenditure for payment of UK Shared Prosperity Fund Grants and Funding contained in the Technical Documents;

Evaluation Guidance means the UK government's Monitoring and Evaluation Guidance which can be found at <https://www.gov.uk/guidance/uk-shared-prosperity-fund-monitoring-and-evaluation-4> and as may be updated or replaced from time to time;

Event of Default means an event or circumstance set out in paragraph 27.1;

Final Accounting Date means the 31 March 2025;

Financial Year means from 1st April to 31st March;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities which has a value as at the date of this Funding Agreement of at least one thousand and five hundred pounds (£1,500.00) or more;

FOIA means the Freedom of Information Act 2000 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;

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 Funding 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.

Funded Activities means the Project Activities included in the Project;

Funding means the funding payable by the Lead Authority to the Project Deliverer for the Eligible Expenditure incurred by the Project Deliverer in performing the Project Activities in respect of the Project Deliverer's Project;

Funding Agreement means these Conditions together with its annexes and schedules;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on the date included in Annex 1 – Part B;

Grant means the sum or sums the Lead Authority will pay to the Project Deliverer in accordance with paragraph 4 and subject to the provisions set out at paragraph 27;

Grant Claims means the payment claim form submitted by the Project Deliverer to the Lead Authority for payment of the Grant;

Grant Manager means the individual who has been nominated by the Lead Authority to be the single point of contact for the Lead Applicant in relation to the Grant;

HRA means the Human Rights Act 1998 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;

Ineligible Expenditure means expenditure incurred by the Project Deliverer which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IP Completion Day has the meaning given to it in the European Union (Withdrawal) Act 2018;

IPR Material means all material produced by the Project Deliverer or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Lead Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Funding Agreement by the Lead Authority to the Project Deliverer;

London Investment Plan means the plan submitted to UK government setting out the use of the UKSPF and how it will be delivered;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities, whether identified in Annex 2 or not, made by the Project Deliverer to meet the balance of Eligible Expenditure not supported by the Grant or Funding or by a Third Party to the Project Deliverer to meet the balance of the Eligible Expenditure not supported by the Grant or Funding;

Maximum Sum means the total maximum amount of Grant the Lead Authority will provide to the Project Deliverer for the Project Activities and Project as stated in Annex 2 and subject to paragraph 27;

Milestone Payment(s) means those payment(s) set out in Annex 3;

Party means the Lead Authority or Project Deliverer and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any Representative 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 the Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to the Funding Agreement; or

- (c) defrauding or attempting to defraud or conspiring to defraud the Lead Authority or the Secretary of State or the Crown;

Project means a project described in the Proposal;

Project Activities means the activities set out in the Proposal in respect of the Project to be delivered by the Project Deliverer and Funded by the Lead Authority in part or in full utilising the Grant and Project Activity shall be construed accordingly;

Project Deliverer means the London borough or City of London Corporation shown in the Proposal for a Project;

Proposal means the Proposal document and quarterly profiles submitted to the Lead Authority in respect of Communities and Place and Supporting Local Business activities;

Prospectus means the UK Shared Prosperity Fund: prospectus published at: <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus>;

Publication means any announcement, comment or publication of any publicity material by the Lead Authority or by the Secretary of State concerning the Funded Activities;

Remedial Action Plan means the plan of action submitted by the Project Deliverer to the Lead Authority following an Event of Default pursuant to the process set out in paragraph 27.4;

Representatives means any of the Parties' or the Secretary of State's duly authorised directors, employees, officers, agents, professional advisors and consultants as the context permits;

Special Payments means *ex gratia* expenditure paid by the Project Deliverer to a third party where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but are not limited to, out-of-court settlements or compensation;

Subsidy means a financial benefit which is subject to the Subsidy Control Rules;

Subsidy Control means the Subsidy Control Act 2022, and any amendments, updates and replacements as published from time to time;

Technical Documents means the London Investment Plan, Supporting Local Business and Communities and Place Proposal template documents, Outputs and Outcomes Guidance found here: <https://www.london.gov.uk/programmes-strategies/funding-and-innovation/uk-shared-prosperity-fund>, and further guidance provided by government found here: <https://www.gov.uk/government/collections/uk-shared-prosperity-fund-additional-information>;

Third Party means any person or organisation other than the Lead Authority or the Project Deliverer;

UK Shared Prosperity Fund means the UK government fund as described in the UK government's Prospectus;

VAT means value added tax chargeable in the UK;

Working Day means in England, any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In these Conditions, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) reference to a gender includes the other gender and the neuter;
- (iii) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (iv) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (v) any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“**EU References**”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;
- (vi) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (vii) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (viii) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Funding Agreement;
- (ix) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and

- (x) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.
- 2.3. Where there is any conflict between the documents that make up this Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:
- (1) the Conditions set out within this Funding Agreement;
 - (2) the Annexes in order;
 - (3) the Technical Documents in the order that they appear in the definition at paragraph 2.1.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on the Commencement Date and ends on the date included in Annex 1 – Part B, unless terminated earlier in accordance with the Funding Agreement.
- 3.2. The Project Deliverer will ensure that a Project starts on the Commencement Date but where this is not possible, that the Project starts no later than 3 months after the Commencement Date.
- 3.3. The Project Deliverer shall use the Grant solely to provide Funding for the delivery of the Project Activities. The Project Deliverer shall not make any changes to the Project Activities without the prior written agreement of the Lead Authority.
- 3.4. If the Project Deliverer wishes to request any changes to the Project Activities, it shall set out the proposed changes in writing and if requested by the Grant Manager complete a project change request form.
- 3.5. If the Project Deliverer wishes to make a change to the Project Activities (including for example reducing the Grant or removing some of the Project Activities from the Grant), it may do so on 14 days' written notice to the Lead Authority.

4. PAYMENT OF GRANT AND GRANT CLAIM PROCEDURE

- 4.1. Subject to the remainder of this paragraph 4, the Lead Authority shall pay the Project Deliverer an amount not exceeding the Maximum Sum. The Lead Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. The Project Deliverer must complete and sign the Authorised Signatories Form (Annex 5) as part of their acceptance of the Funding Agreement. No Grant Claim payment will be made in advance of receipt of a correctly completed and signed Authorised Signatories Form.
- 4.3. The signatory to the Authorised Signatories Form must be the chief finance officer, treasurer or an officer with relevant delegated authority. Any change of authorised signatory must be notified as soon as possible using the Authorised Signatories Form

and signed by the chief finance officer, treasurer or an officer with relevant delegated authority.

- 4.4. The Grant represents the Maximum Sum the Lead Authority will pay to the Project Deliverer under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Project Deliverer in its delivery of the Project Activities.
- 4.5. UKSPF capital grant funding, as set out in the Proposal budget, may only be used for capital expenditure.
- 4.6. The Lead Authority will pay the Project Deliverer the first Milestone Payment upon the completion of a signed Funding Agreement.
- 4.7. The Lead Authority will only pay the Project Deliverer the remaining Milestone Payments upon satisfactory progress against delivery of Project Activities in the Proposal and if forecast outputs, outcomes and spend for the previous financial years have been met, or failing that that there is a Remedial Action Plan agreed to address the underperformance.
- 4.8. The Lead Authority reserves the right to reduce Milestone Payments, pay in instalments or withhold payments where there are concerns over delivery of Project Activities in the Proposal. The Lead Authority also reserves the right to withhold Milestone Payments until receipt of a Remedial Action Plan demonstrating revised delivery of the Project Activities in the Proposal. This will include requirements that set out how the Project Deliverer will utilise underspends during the next Financial Year and/or appropriate milestones and spend have been achieved for the previous Financial Year.
- 4.9. The Lead Authority will pay the Project Deliverer the final Milestone Payment upon completion of all agreed Project Activities. If the Project Deliverer fails to spend all of the Grant in the final year, this will need to be repaid to the Lead Authority.
- 4.10. Where the use of Match Funding is included, this must be reported to the Lead Authority in quarterly claim submissions.
- 4.11. Quarterly claim submissions must be signed by the section 151 officer and include the total monies spent split between capital and revenue. Project Deliverers must keep detailed records of all expenditure, including evidence of the expenditure and the defrayal, and provide this upon request by the Lead Authority. The Lead Authority may periodically request to see a detailed breakdown of expenditure and supporting evidence.
- 4.12. The Project Deliverer agrees that it will not apply for or obtain Duplicate Funding in respect of any part of the Project Activities which have been paid for in full using the Grant; and the Lead Authority or Secretary of State may refer the Project Deliverer to the police should it dishonestly and intentionally obtain Duplicate Funding for the Project Activities.
- 4.13. The Lead Authority will not make Grant Payments unless or until, the Lead Authority is satisfied that the Grant was used only for Eligible Expenditure.
- 4.14. The Project Deliverer will submit Grant Claims in accordance with the Schedule of Payments included in Annex 3.

- 4.15. Within one month of the project end date, but no later than the 11 April 2025 for projects that end 31 March 2025, the Project Deliverer shall submit a final Grant Claim for the last Grant Payment, together with any other documentation as prescribed by the Lead Authority, from time to time.
- 4.16. Unless otherwise stated in these Conditions, the Grant Payments will be made within 30 days of the Lead Authority receiving the Project Deliverer's Grant Claim invoice in respect of the relevant Grant Payment.
- 4.17. The Secretary of State and the Lead Authority will have no liability to the Project Deliverer for any Losses caused by a delay in the payment of any Grant Payments, howsoever arising.
- 4.18. The Lead Authority reserves the right not to pay any Grant Claims which are not submitted by the dates set out in Annex 3 or Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.19. The Project Deliverer shall promptly notify and repay immediately to the Lead Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Project Deliverer is paid in error before it has complied with its obligations under this Funding Agreement. Any sum, which falls due under this paragraph 4.19 shall fall due immediately. If the Project Deliverer fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.20. The Lead Authority reserves the right not to pay any Grant Claims where the Secretary of State withholds or reduces UK Shared Prosperity Funding under its Memorandum of Understanding with the Lead Authority and it is fair and equitable for a proportionate reduction to be made from the Grant.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Lead Authority will only pay the Grant Claims in respect of Eligible Expenditure incurred by the Project Deliverer to deliver the Project Activities (as set out in the Proposal).

Match Funding

- 5.2. The Project Deliverer must report any Match Funding to the Lead Authority in quarterly claim submissions, if applicable.
- 5.3. The Match Funding shall be compliant with the provisions of the Eligibility Rules.

Amount of Grant Payable

- 5.4. The amount of Grant payable to the Project Deliverer for the Project shall be the sum included in Annex 3.

Eligible Expenditure

- 5.5. The following costs or payments will be classified as Eligible Expenditure if incurred for the purposes of the Project Activities and within the Funding Period:

- 5.5.1. fees charged or to be charged to the Project Deliverer by external auditors/accountants for reporting/certifying that the Funding paid was applied for its intended purposes;
 - 5.5.2. giving evidence to Parliamentary Select Committees;
 - 5.5.3. attending meetings with government ministers or civil servants to discuss the progress of this taxpayer funded grant scheme; and
 - 5.5.4. responding to public consultations, where the topic is relevant to the objectives of the Project Activities or the UK Shared Prosperity Fund. To avoid doubt, Eligible Expenditure does not include the Project Deliverer spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in this Funding Agreement).
- 5.6. The Eligible Expenditure may not in any circumstance include any of the following non-exhaustive list. The list below does not override activities which are deemed eligible in these Conditions:
- 5.6.1. paid for lobbying, which means using the Grant or Funding to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
 - 5.6.2. using the Grant or Funding to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Project;
 - 5.6.3. using the Grant or Funding to petition for additional funding;
 - 5.6.4. expenses, such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.6.5. input VAT reclaimable from HMRC;
 - 5.6.6. payments for activities of a political or exclusively religious nature; or
 - 5.6.7. payments for publicity, including brochures, pamphlets, flyers or other material promoting or otherwise publicising the Project and Project Activities that do not comply with paragraph 25 of this Funding Agreement;
- 5.7. Other examples of expenditure, which are prohibited, include the following:
- 5.7.1. interest payments or service charge payments for finance leases;
 - 5.7.2. gifts;
 - 5.7.3. statutory fines, criminal fines or penalties, civil penalties, damages or any legal costs associated with any criminal or civil court proceedings or any regulatory investigation;
 - 5.7.4. payments for works or activities which the Project Deliverer or any member of the Project Deliverer's Partnership has a statutory duty to undertake, or that are fully funded by other sources;
 - 5.7.5. bad debts to related parties;

- 5.7.6. payments for unfair dismissal or other compensation;
- 5.7.7. depreciation, amortisation or impairment of assets;
- 5.7.8. liabilities incurred before the Commencement Date unless agreed in writing by the Lead Authority.

6. GRANT REVIEW

- 6.1. The Lead Authority and the Secretary of State will review the Grant during the delivery of the Project Activities and at the conclusion of a Project. The Lead Authority and the Secretary of State will take into account the Project Deliverer's delivery of the Project Activities against the agreed outputs set out for the Project in Annex 2 in accordance with paragraph 7 of these Conditions.
- 6.2. Each review may result in the Lead Authority deciding that (an example and non-exhaustive list):
 - 6.2.1. the Project Activities and the Funding Agreement should continue in line with existing plans;
 - 6.2.2. there should be an increase or decrease in the Maximum Sum;
 - 6.2.3. the outputs and outcomes should be re-defined and agreed;
 - 6.2.4. the Project Deliverer should provide the Lead Authority with a Remedial Action Plan setting out the steps the Project Deliverer will take to improve delivery of the Project Activities;
 - 6.2.5. the Lead Authority should recover any Ineligible Expenditure that has been incorrectly claimed; and
 - 6.2.6. the Grant be terminated in accordance with paragraph 27.11 of these Conditions.
- 6.3. If the Project Deliverer is required to submit a Remedial Action Plan in accordance with paragraph 6.2.4, the Remedial Action Plan process set out in paragraph 27.4 to 27.10 shall apply.
- 6.4. The Project Deliverer may make representations to the Lead Authority regarding the Lead Authority's decision made in accordance with paragraphs 6.1 and 6.2. The Lead Authority is not however obliged to take such representations into account when making its decision as any such decision will be final and at the Lead Authority's absolute discretion.

7. MONITORING AND REPORTING

- 7.1. The Project Deliverer shall closely monitor the delivery and success of the Project Activities throughout the Funding Period to ensure that the aims and objectives of the UK Shared Prosperity Fund and the Project Activities are achieved and the Technical Documents are complied with.
- 7.2. The Project Deliverer shall provide the Lead Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents

as the Lead Authority and/or Secretary of State may require, from time to time, so the Lead Authority and/or Secretary of State may establish if the Project Deliverer has used the Grant or Funding in accordance with the Funding Agreement.

- 7.3. The Project Deliverer and the Lead Authority shall meet to review the progress of the Project from time to time on a regular basis, at such times and locations as the Lead Authority reasonably determines. Wherever possible, the Project Deliverer shall ensure that the Project manager and other relevant Project staff attend such meetings and the Lead Authority shall ensure that the Grant Manager attends such meetings.
- 7.4. The Project Deliverer shall provide the Lead Authority with quarterly submissions signed by the section 151 officer detailing the following:
 - 7.4.1. the progress made towards achieving the agreed activities and outputs for the Project set out in Annex 2 of these Conditions;
 - 7.4.2. each report will quantify what has been achieved by reference to the Project and the Project Activities' targets for that Project;
 - 7.4.3. if relevant, provide details of any Assets either acquired or improved using the Grant and the Funding.
 - 7.4.4. provide the total value of expenditure during the quarter split between capital and revenue.
- 7.5. The Project Deliverer will permit any person authorised by the Lead Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Project Deliverer's fulfilment of its obligations under this Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.6. The Project Deliverer will also permit any person authorised by the Secretary of State reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Project Deliverer's fulfilment of its Project's Project Activities and, if so required, to provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 7.7. The Project Deliverer will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for, if applicable.
- 7.8. The Project Deliverer will notify the Lead Authority as soon as reasonably practicable of:
 - 7.8.1. any actual or potential failure to comply with any of its obligations under the Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.8.2. actual or potential variations to the Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.

- 7.8.3. any actual or potential failure by the Project Deliverer to comply with any of its obligations under the Project Deliverer Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
 - 7.8.4. actual or potential variations to the Eligible Expenditure in respect of the Project Deliverer's Project and/or any event which materially affects the continued accuracy of such information.
- 7.9. The Project Deliverer represents and undertakes (and shall repeat such representations on delivery of its monitoring report):
- 7.9.1. that the reports and information it gives pursuant to this paragraph 7 are accurate;
 - 7.9.2. that it has diligently made full and proper enquiry of the matters pertaining to the reports and information given; and
 - 7.9.3. that any data it provides pursuant to an application for the Grant or for the Funding or during the course of the Funding Period or related auditing or assurance may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

8. PROJECT EVALUATION, AUDITING AND ASSURANCE

Project Evaluation

- 8.1. The Project Deliverer agrees that:
- 8.1.1. the Project will be evaluated in accordance with the Lead Authority and the Secretary of State's Evaluation Guidance; and
 - 8.1.2. the Lead Authority and the Secretary of State will use the output of such evaluation:
 - (i) as part of the evaluation of the UK Shared Prosperity Fund; and
 - (ii) for publicity purposes in accordance with paragraph 25.
 - 8.1.3. the Project Deliverer shall provide the Lead Authority with a copy of the evaluation report for the Project in accordance with the Evaluation Guidance. The Lead Authority shall retain a copy for a period of 6 (six) years from the date of submission of the final report;
 - 8.1.4. The Project Deliverer will undertake all evaluation activity within the agreed timescales, unless otherwise agreed with the Lead Authority. Where the parties are unable to agree to timescales for evaluation activity, the Lead Authority shall, at its sole discretion, determine such timescales.

Auditing and Assurance

- 8.2. The Project Deliverer shall before or at the time of the Grant Claim payment provide the Lead Authority with assurance that the Grant and Funding have been used for delivery of the Project Activities.

- 8.3. The Lead Authority and/or the Secretary of State may, at any time during and up to 6 (six) years after the end of the Funding Period, conduct additional audits or ascertain additional information where the Lead Authority and/or the Secretary of State considers it necessary.
- 8.4. The Project Deliverer agrees to grant the Lead Authority and the Secretary of State or their Representatives access, as required, to all Project Activity sites and relevant records.
- 8.5. The Project Deliverer will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors. In the event the Lead Authority and/or the Secretary of State requires further information, explanations and documents, in order for the Lead Authority and/or the Secretary of State to establish that the Grant has been used properly in accordance with the Funding Agreement, the Project Deliverer will, within 5 Working Days of a request by the Lead Authority and/or the Secretary of State, provide the Lead Authority and/or the Secretary of State, free of charge, with the requested information.
- 8.6. The Project Deliverer shall:
 - 8.6.1. ensure that it maintains a record of internal financial controls and procedures and provide the Lead Authority and/or the Secretary of State with a copy if requested;
 - 8.6.2. ensure that it retains all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure and/or income generated by the Project Activities during the Funding Period for a period of 6 (six) years from the date on which the Funding Period ends;
 - 8.6.3. ensure that all its sub-contractors retain each record, item of data and document relating to the Project Activities for a period of 6 (six) years from the date on which the Funding Period ends;
 - 8.6.4. promptly provide revised forecasts of income and expenditure at the request of the Lead Authority and/or the Secretary of State; and
 - 8.6.5. comply with any other audit and assurance requirements as set out in the Technical Documents.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Project Deliverer will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Project Deliverer must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant or the Funding. The Project Deliverer shall require that its respective internal/external auditors report on the adequacy or otherwise of those systems.

- 9.3. All cases of fraud or theft (whether proven or suspected) relating to the Project Activities must be notified to the Lead Authority as soon as they are identified. The Project Deliverer shall explain to the Lead Authority what steps are being taken to investigate the irregularity and shall keep the Lead Authority informed about the progress of any such investigation. The Lead Authority may however request that the matter be referred (which the Project Deliverer is obliged to carry out) to external auditors or other Third Party as required.
- 9.4. The Lead Authority will have the right, at its absolute discretion, to insist that the Project Deliverer address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Project Deliverer. Any grounds for suspecting financial irregularity includes what the Project Deliverer, acting with due care, should have suspected as well as what it actually proven.
- 9.5. The Project Deliverer agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.
- 9.6. For the purposes of paragraph 9.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant or Funding for any purpose other than those stipulated in the Funding Agreement. The Project Deliverer may be required to provide statements and evidence to the Lead Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Project Deliverer nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Funding Agreement and shall ensure that neither the Project Deliverer nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Project or Project Activities.
- 10.2. The Project Deliverer must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Project Deliverer shall treat all Confidential Information belonging to the Lead Authority as confidential and shall not disclose any Confidential Information belonging to the Lead Authority to any other person without the prior written consent of the Lead Authority, except to such persons who are directly involved in the provision of the Project Activities and who need to know the information.
- 11.2. The Project Deliverer gives its consent for the Lead Authority and the Secretary of State to publish the Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Secretary of State, the Lead Authority or the Project Deliverer redacted), including from time to time agreed changes to the Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Lead Authority and/or the Secretary of State disclosing any Confidential Information obtained from the Project Deliverer:

- 11.3.1. for the purpose of the examination and certification of the Secretary of State's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Secretary of State has used its resources; or
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Lead Authority and/or the Secretary of State, provided that in disclosing information under the Lead Authority and/or the Secretary of State only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; and
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.
- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Funding Agreement in the course of its normal activities or business, to the extent that this does not result in a disclosure of the other Party's or Secretary of State's Confidential Information or an infringement of the other Party's or Secretary of State's Intellectual Property Rights.

12. TRANSPARENCY

The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Funding Agreement is not confidential.

13. STATUTORY DUTIES

- 13.1. The Project Deliverer agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 13.2. Where requested by the Lead Authority, the Project Deliverer will provide reasonable assistance and cooperation to enable the Lead Authority and/or the Secretary of State to comply with their information disclosure obligations under the Information Acts.
- 13.3. On request from the Lead Authority and/or the Secretary of State, the Project Deliverer will provide the Lead Authority and/or the Secretary of State with all such relevant documents and information relating to the Project Deliverer's data protection policies and procedures as the Lead Authority and/or the Secretary of State may reasonably require.
- 13.4. The Project Deliverer acknowledges that the Lead Authority and the Secretary of State, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Project Deliverer and the Funding Agreement without consulting the Project Deliverer.
- 13.5. The Lead Authority will take reasonable steps to notify the Project Deliverer of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Funding Agreement, the Lead Authority and/or the Secretary of State will be responsible for determining in their absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

- 13.6. Where applicable, the Project Deliverer will provide reasonable assistance and cooperation to enable the Lead Authority and/or the Secretary of State to comply with their obligations as set out in the Equality Act 2010.

14. PUBLIC PROCUREMENT AND DATA PROTECTION

Public Procurement

- 14.1. The Project Deliverer will ensure that it and any of its Representatives involved in the Project Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant, including adopting the minimum procedures set out in the Secretary of State's guidance published at: <https://www.gov.uk/guidance/uk-shared-prosperity-fund-procurement-8>.
- 14.2. Where the Project Deliverer is a Contracting Authority within the meaning of the Procurement Regulations, the Project Deliverer shall comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Project Activities and the Lead Authority shall not be liable for the Project Deliverer's failure to comply with their obligations under the Procurement Regulations.

Data Protection

- 14.3. The Project Deliverer and the Lead Authority will comply at all times with their respective obligations under Data Protection Legislation.
- 14.4. The Project Deliverer warrants and represents that it shall send any personal data by a secure transfer to the Lead Authority.
- 14.5. The Lead Authority will comply with their own Privacy Policy published at: <https://www.london.gov.uk/who-we-are/governance-and-spending/privacy-policies/gla-privacy-policy>
- 14.6. The Project Deliverer can withdraw consent in writing, and this will terminate the Funding Agreement as set out in paragraph 27.18.

15. SUBSIDY CONTROL

- 15.1. The Project Deliverer will ensure that delivery of the Funded Activities does not breach the UK's international obligations in respect of Subsidies.
- 15.2. The Project Deliverer will maintain appropriate records of compliance with the Subsidy Control Rules and will take all reasonable steps to assist the Lead Authority and/or the Secretary of State to comply with the same and respond to any proceedings or investigation(s) into the Project Activities by any relevant court or tribunal of relevant jurisdiction or regulatory body.
- 15.3. The Project Deliverer acknowledges and represents that the Grant is being awarded on the basis that the Project Activities being undertaken using the Grant do not affect trade in goods and wholesale electricity between Northern Ireland and the European Union and shall ensure that the Grant is not used in way that affects any such trade.

- 15.4. The Project Deliverer acknowledges it has undertaken its own independent assessment of the compatibility of the Project with Subsidy Control Rules and confirms to the Lead Authority and the Secretary of State that the Project is structured so that it is compliant with Subsidy Control Rules.
- 15.5. The Project Deliverer acknowledges a finding of non-compliance with Subsidy Control Rules in respect of a Project by an authority, court or tribunal of competent jurisdiction may lead to the Project Deliverer being ordered or otherwise required to repay funding received with interest.
- 15.6. The Project Deliverer acknowledges and accepts that the Grant is awarded on the Project Deliverer's assessment of its Project and the Project Activities compliance with Subsidy Control Rules.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks without the other Party's prior written consent.
- 16.2. The Project Deliverer grants to the Lead Authority and the Secretary of State a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Project Activities and other projects.
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Project Activities will remain with the relevant Third Party.
- 16.4. The Project Deliverer must ensure it has obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Project Deliverer will be responsible for obtaining and maintaining all appropriate licences for the Third Party software that it uses.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Project Deliverer shall perform the Project Activities ensuring that they conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Project Deliverer shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Project Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Project Deliverer shall take all possible precautions to ensure that any equipment and materials used in the provision of the Project Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Secretary of State shall be notified in advance of their use. The Project Deliverer shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

- 18.1. The Project Deliverer must keep a register of all Assets acquired or improved at a cost exceeding £1,500.00 (one thousand and five hundred pounds) wholly or partly using the Grant or the Funding.
- 18.2. Assets purchased by the Project Deliverer with Funding must only be used for delivery of the Project Activities.
- 18.3. For each entry in the register the following particulars must be shown where appropriate:
 - 18.3.1. owner of the Asset;
 - 18.3.2. date of acquisition or improvement of the Asset;
 - 18.3.3. description of the Asset;
 - 18.3.4. cost of the Asset, net of recoverable VAT;
 - 18.3.5. location of the Asset;
 - 18.3.6. serial or identification numbers of the Asset;
 - 18.3.7. date of any Disposal of the Asset;
 - 18.3.8. depreciation/amortisation policy applied to the Asset;
 - 18.3.9. proceeds of any Disposal of the Asset, net of VAT; and
 - 18.3.10. the identity of any person to whom the Asset has been transferred or sold.
- 18.4. The Lead Authority reserves the right to require the Project Deliverer to maintain the above particulars as set out in paragraph 18.3 for any additional items which the Lead Authority and/or the Secretary of State considers material to the overall Grant.

Disposal of Asset

- 18.5. Where the Project Deliverer uses any of the Grant or Funding to develop, improve or purchase any Assets, the Project Deliverer must ensure that the Assets are maintained in good condition over the Asset Owing Period.
- 18.6. The Project Deliverer must ensure that during the Asset Owing Period any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Funding are not Disposed of without the prior written consent of the Lead Authority. If the Lead Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Lead Authority, including repayment of part or all of the Funding by the Project Deliverer to the Lead Authority.
- 18.7. If the Project Deliverer allows the owner of an Asset to Dispose of any Asset without the prior written consent of the Lead Authority, or the owner Disposes of any Asset without the prior written consent of the Lead Authority, the Project Deliverer must

ensure that the owner uses all reasonable endeavours to achieve the market price for the Asset and pays to the Project Deliverer a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Funding, provided that the Lead Authority may at its discretion allow the Project Deliverer to allow the owner to keep all or a part of the relevant proceeds where:

- 18.7.1. the sale of the Assets takes place after the end of the Asset Owning Period;
- 18.7.2. the proceeds of sale are to be applied directly to the purchase by the Project Deliverer of assets that are equivalent to or replacements for the Assets; or
- 18.7.3. the Lead Authority and/or the Secretary of State is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Project Activities.

- 18.8. The Project Deliverer shall hold the proceeds from the Disposal of any Asset received by it on trust for the Lead Authority.

Charging of any Asset

- 18.9. The Project Deliverer shall not allow and shall ensure that the owner of any Asset does not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the Lead Authority.

19. INSURANCE

- 19.1. The Project Deliverer will ensure it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims in respect of the Assets, under the Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Project, Project Activities or the Funding Agreement.
- 19.2. The Project Deliverer will upon request produce to the Lead Authority and/or Secretary of State its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Project Deliverer's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. ASSIGNMENT

- 20.1. The Project Deliverer will not transfer, assign, novate or otherwise dispose of the whole or any part of the Funding Agreement or any rights under it, to another organisation or individual, without the Lead Authority's prior approval.
- 20.2. Any approval given by the Lead Authority will be subject to a condition that the Project Deliverer has first entered into a Funding Agreement, authorised by the Lead Authority, requiring the Project Deliverer to work with another organisation in delivering the Project Activities.

21. FORCE MAJEURE

- 21.1. Either Party shall notify the other in writing of any Force Majeure Event as soon as it is aware of it.

21.2. Neither Party shall be in breach of this Funding Agreement by reason of any Force Majeure Event. Each Party shall bear their own costs arising as a consequence of the Force Majeure Event.

22. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

22.1. The Project Deliverer should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

23. LOSSES, GIFTS AND SPECIAL PAYMENTS

23.1. The Project Deliverer must obtain prior written consent from the Lead Authority before:

- 23.1.1. writing off any debts or liabilities;
- 23.1.2. offering to make any Special Payments; and
- 23.1.3. giving any gifts,

in connection with this Funding Agreement.

23.2. The Project Deliverer will keep a record of all gifts, both given and received, in connection with the Grant, the Funding or any Project Activities.

24. BORROWING

24.1. In accordance with paragraph 18.9 and this paragraph 24, the Project Deliverer must obtain prior written consent from the Lead Authority before:

- 24.1.1. borrowing or lending money from any source in connection with the Funding Agreement; and
- 24.1.2. giving any guarantee, indemnities or letters of comfort that relate to the Funding Agreement, or have any impact on the Lead Authority's or the Project Deliverer's ability to deliver the Project Activities.

25. PUBLICITY

25.1. The Project Deliverer gives consent to the Lead Authority and Secretary of State to publicise in the press or any other medium the Grant, the Funding and details of the Project Activities using any information gathered from the Project Deliverer's applications for funding from the UK Shared Prosperity Fund or any monitoring reports and or project evaluation reports submitted to the Lead Authority in accordance with paragraph 6 and 7 of this Funding Agreement.

25.2. The Project Deliverer will comply with all reasonable requests from the Lead Authority and/or the Secretary of State to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Secretary of State in its promotional activities relating to the Project Activities.

25.3. The Lead Authority consents to the Project Deliverer carrying out any reasonable publicity about the Grant, the Funding, the Project and the Project Activities as required, from time to time. Such publicity shall comply with the branding and publicity

requirements published at: <https://www.gov.uk/guidance/uk-shared-prosperity-fund-branding-and-publicity-6> and the Prospectus published at: <https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus/uk-shared-prosperity-fund-prospectus>.

- 25.4. Any publicity material for the Project Activities must refer to the UK Shared Prosperity Fund under which the Grant and Funding was awarded and must feature the UK government, the Levelling Up and the Supported by Mayor of London logos in the form set out in Annex 4.
- 25.5. The Project Deliverer must seek approval from the Lead Authority prior to any advertisements being published.
- 25.6. If a Third Party wishes to use the UK government, Levelling Up or Supported by the Mayor of London logos, in connection with a Project or the Project Activities, the Project Deliverer must first seek permission from the Lead Authority.
- 25.7. The Project Deliverer will acknowledge the support of the Lead Authority and Secretary of State in any materials that refer to the Project or Project Activities and in any written or spoken public presentations about the Project or Project Activities. Such acknowledgements (where appropriate or as requested by the Lead Authority or Secretary of State) will include the UK government, the Levelling Up and the Supported by the Mayor of London logos, using the templates provided by the Lead Authority from time to time.
- 25.8. In using the UK government, the Levelling Up and the Supported by the Mayor of London logos, the Project Deliverer will comply with all reasonable branding guidelines issued by the Secretary of State, the UK government or the Lead Authority from time to time.

26. CHANGES TO THE SECRETARY OF STATE'S REQUIREMENTS

- 26.1. The Lead Authority will notify the Project Deliverer of any changes to the Lead Authority's or the Secretary of State's requirements, which are supported by the Grant.
- 26.2. The Project Deliverer will accommodate any changes to the Lead Authority and/or Secretary of State's needs and requirements under these Conditions.

27. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

- 27.1. The Lead Authority may exercise its rights set out in paragraph 27.3 if any of the following events occur:
 - 27.1.1. the Project Deliverer uses the Grant for a purpose other than the Project Activities;
 - 27.1.2. the Project Deliverer fails to comply with its obligations under the Funding Agreement, including in respect of publicity, which is material in the opinion of the Lead Authority;

- 27.1.3. where delivery of the Project Activities do not start within 3 (three) months of the Commencement Date and the Project Deliverer fails to provide the Lead Authority with a satisfactory explanation for the delay, or fails to agree a new date on which the Project Activities shall start with the Lead Authority;
- 27.1.4. the Project Deliverer uses the Grant for Ineligible Expenditure;
- 27.1.5. the Project Deliverer fails, in the Lead Authority's opinion, to make satisfactory progress with the Project Activities and in particular, with meeting the agreed outputs and outcomes for a Project set out in Annex 2 of these Conditions;
- 27.1.6. the Project Deliverer fails to:
 - (iii) submit an adequate Remedial Action Plan to the Lead Authority following a request by the Lead Authority pursuant to paragraph 27.3.4 or paragraph 6.2.4; or
 - (iv) improve delivery of the Project Activities in accordance with the Remedial Action Plan approved by the Lead Authority;
- 27.1.7. the Project Deliverer is, in the opinion of the Lead Authority, delivering the Project Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
- 27.1.8. the Project Deliverer fails to declare Duplicate Funding received by it;
- 27.1.9. the Project Deliverer fails to declare any Match Funding received by it in accordance with paragraph 4.10;
- 27.1.10. the Project Deliverer receives funding from a Third Party which, in the opinion of the Lead Authority, undertakes activities that are likely to bring the reputation of the UK Shared Prosperity Fund, the Project, the Project Activities or the Secretary of State into disrepute;
- 27.1.11. the Project Deliverer provides the Lead Authority and/or the Secretary of State with any materially misleading or inaccurate information and/or any of the information provided by the Project Deliverer in in the application for Grant or Funding or in any subsequent supporting correspondence or report is found to be incorrect or incomplete to an extent which the Lead Authority considers to be significant;
- 27.1.12. the Project Deliverer commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Lead Authority, whether committed by the Project Deliverer, its Representatives or a Third Party, as soon as they become aware of it;
- 27.1.13. the Lead Authority determines (acting reasonably) that the Project Deliverer or the Project Deliverer's Representatives, has:
 - (i) acted dishonestly or negligently at any time during the term of the Funding Agreement and to the detriment of the Lead Authority; or

- (ii) taken any actions which unfairly bring or are likely to unfairly bring the Lead Authority and/or the Secretary of State's name or reputation and/or the Lead Authority and/or the Secretary of State into disrepute. Actions include omissions in this context;
- (iii) transferred, assigned or novated the Grant or Funding to any Third Party without the Lead Authority's consent;
- (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;

27.1.14. the Project Deliverer ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

27.1.15. the Project Deliverer becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

27.1.16. a court, tribunal or independent body or authority of competent jurisdiction requires any Grant or Funding paid to be recovered by reason of breach of the UK's obligations under the Subsidy Control Rules or the terms of any UK subsidy control legislation;

27.1.17. the Project Deliverer breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by it or its Representatives in accordance with paragraph 31.2;

27.1.18. the Project Deliverer undergoes or has undergone a Change of Control which the Lead Authority, acting reasonably, considers:

- (a) will be materially detrimental to the Project Activities and/or;
- (b) the new body corporate cannot continue to receive the Funding because it does not meet the pass / fail criteria within the Lead Authority's criteria used to award the Funding to the Project Deliverer; and/or
- (c) the Lead Authority and/or Secretary of State believes that the Change of Control would raise national security concerns; and/or
- (d) the new body corporate intends to make fundamental change(s) to the Project for which the Funding was awarded or given;
- (e) the funding agreement for the UK Shared Prosperity Fund between the Lead Authority and the Secretary of State is terminated.

27.2. Where the Lead Authority determines that an Event of Default has or may have occurred, the Lead Authority shall notify the Project Deliverer to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or

pertaining to the Event of Default, and details of any action that the Lead Authority intends to take or has taken.

Rights reserved for the Lead Authority in relation to an Event of Default

- 27.3. Where the Lead Authority determines that an Event of Default has or may have occurred, the Lead Authority shall take any one or more of the following actions:
- 27.3.1. suspend or terminate the payment of Grant for such period as the Lead Authority shall determine; and/or
 - 27.3.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Project Deliverer; and/or
 - 27.3.3. require the Project Deliverer to repay the Lead Authority the whole or any part of the amount of Grant previously paid to the Project Deliverer. Such sums shall be recovered as a civil debt; and/or
 - 27.3.4. give the Project Deliverer an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out 27.4 to 27.10; or
 - 27.3.5. terminate the Funding Agreement.

Opportunity for the Project Deliverer to remedy an Event of Default

- 27.4. Where the Project Deliverer is provided with an opportunity to submit a Remedial Action Plan in accordance with paragraph 27.3.4, the Remedial Action Plan shall be submitted to the Lead Authority for approval, within 10 Working Days of the Project Deliverer receiving notice from the Lead Authority.
- 27.5. The Remedial Action Plan shall set out:
- 27.5.1. full details of the Event of Default; and
 - 27.5.2. the steps which the Project Deliverer proposes to take to rectify the Event of Default including timescales.
- 27.6. On receipt of the Remedial Action Plan and as soon as reasonably practicable, the Lead Authority will submit its comments on the Remedial Action Plan to the Project Deliverer.
- 27.7. The Lead Authority shall have the right to accept or reject the Remedial Action Plan. If the Lead Authority rejects the Remedial Action Plan, the Lead Authority shall confirm, in writing, the reasons why it has rejected the Remedial Action Plan and will confirm whether the Project Deliverer is required to submit an amended Remedial Action Plan to the Lead Authority.
- 27.8. If the Lead Authority directs the Project Deliverer to submit an amended Remedial Action Plan, the Parties shall agree a timescale for the Project Deliverer to amend the Remedial Action Plan to take into account the Lead Authority's comments.
- 27.9. If the Lead Authority does not approve the Remedial Action Plan the Lead Authority may, at its absolute discretion, terminate the Funding Agreement.

27.10. The Lead Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Lead Authority, capable of remedy, exercise its rights under paragraph 27.3 unless the Project Deliverer has failed to rectify the default to the reasonable satisfaction of the Lead Authority.

General Termination rights – Termination for Convenience

27.11. Notwithstanding the Lead Authority's right to terminate the Funding Agreement pursuant to paragraph 27.3.5 above, either Party may terminate this Funding Agreement at any time by giving at least 3 (three) months' written notice to the other Party.

27.12. If the Lead Authority terminates the Funding Agreement in accordance with paragraph 27.11 the Lead Authority may choose to pay the Project Deliverer's reasonable costs in respect of the delivery of the Project Activities performed up to the termination date. Reasonable costs will be identified by the Lead Authority and will be subject to the Lead Authority demonstrating that the Project Deliverer has taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Lead Authority.

27.13. The Lead Authority will not be liable to pay any of the Project Deliverer's costs related to any transfer or termination of employment of any employees engaged in the provision of the Project Activities.

Change of Control

27.14. The Project Deliverer shall notify the Lead Authority immediately in writing and as soon as the Project Deliverer is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

27.15. The Project Deliverer shall ensure that any notification made pursuant to paragraph 27.14 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

27.16. Following notification of a Change of Control the Lead Authority shall be entitled to exercise its rights under paragraph 27.3 of these Conditions by providing the Project Deliverer with notification of its proposed action in writing within three (3) months of:

- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
- (ii) where no notification has been made, the date that the Lead Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred.

27.17. The Lead Authority shall not be entitled to terminate where the Lead Authority's written approval was granted prior to the Change of Control.

27.18. If the Project Deliverer withdraws their consent to share any Personal Data the funding agreement will be terminated.

28. DISPUTE RESOLUTION

- 28.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Funding Agreement.
- 28.2. All disputes and complaints (except for those which relate to the Lead Authority's right to withhold funds or terminate the Funding Agreement) shall be referred in the first instance to the Parties' Representatives.
- 28.3. If the dispute cannot be resolved between the Parties Representatives within a maximum of 28 days, then the matter will be escalated to formal meeting between the Grant Manager and the Project Deliverer's chief executive officer (or equivalent).

29. LIMITATION OF LIABILITY

- 29.1. The Lead Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Project Deliverer delivering/running the Project Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Project Deliverer shall:
 - 29.1.1. indemnify and hold harmless the Secretary of State and its Representatives and the Lead Authority and its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Project Deliverer in relation to the Project Activities or its obligations to Third Parties in respect of the Project or the Project Activities.
- 29.2. Subject to this paragraph 29, the Lead Authority's liability under this Funding Agreement is limited to the amount of Grant outstanding.

30. VAT

- 30.1. If VAT is held to be chargeable in respect of the Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Lead Authority shall not be obliged to pay any additional amount by way of VAT.
- 30.2. All sums or other consideration payable to or provided by the Project Deliverer to the Lead Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Project Deliverer shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

31. CODE OF CONDUCT

- 31.1. The Project Deliverer acknowledges that by signing the Funding Agreement it agrees that it and its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 31.2. The Project Deliverer shall immediately notify the Lead Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct whether by the Project Deliverer or the Project Deliverer's Representatives.

31.3. The Project Deliverer acknowledges that a failure to notify the Lead Authority of an actual or suspected breach of the Code of Conduct may result in the Lead Authority immediately suspending the Grant funding, terminating the Funding Agreement and taking action to recover some or all of the funds paid to the Project Deliverer as a civil debt in accordance with paragraph 27.3.3.

32. NOTICES

32.1. All notices and other communications in relation to this Funding 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 in Annex 6 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 6 (Contact Details). 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.

33. GOVERNING LAW

32.1 These Conditions will 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.

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

SIGNED by:

.....

Signature

**Alex Conway
for and on behalf of the
Greater London Authority**

Assistant Director, Economic Development and Programmes

.....

Title

.....

Date

SIGNED by

.....
Signature

**Dawn Calvert
for and on behalf of Harrow
Council**

Director of Finance
.....
Title

.....
Date

ANNEX 1: PART A – PROJECT PROPOSAL

Communities and Place



London UKSPF – Borough Proposal Template

1. Background

The UKSPF Investment Plan for London was submitted by the GLA to UK government on 28th July 2022. The plan was developed in consultation with London Councils and representatives from London Boroughs at several roundtable discussions. The investment plan is subject to approval from UK government (anticipated in October 2022) and must therefore be read in the knowledge that amendments to the narrative and figures may be requested. Provisional funding allocations, outputs and outcomes are included, in addition to narrative which respond to questions posed by UK government. To help assist boroughs in preparation of this proposal template, an abridged version of the plan is available [here](#).

The London Investment Plan sets out the GLA's intention to award London Boroughs and sub-regional partnerships a direct allocation of UKSPF funding for the investment priorities Communities and Place, Supporting Local Business and People and Skills.

2. Instructions

The purpose of this template is to capture detail on UKSPF Communities and Place proposal led by boroughs. It should not be used for the Supporting Local Business and People and Skills investment priority.

The GLA promotes cross borough working, and boroughs may wish to consider opportunities for joint proposals with neighbouring local authorities where a place crosses or defines a borough boundary.

Your responses to the questions should provide enough information so that the person reading it understands what you intend to deliver. Responses should be as straightforward as possible. **Equality Diversity and Inclusion practices should be imbedded throughout your responses to all questions** in addition to any specific focussed questions. There is no strict word limit but we suggest you aim for 1,500 words, across the whole template, to keep your responses concise.

The Annex A (spreadsheet) should be completed alongside this form, the purpose of which is to capture additional information on the expenditure profile, output/outcome profile and delivery timescales covering activity for each investment priority. There are separate instructions on the first sheet of Annex A.

We are proposing that boroughs can use up to 4% of their allocation to undertake necessary Fund administration, such as project assessment, contracting, monitoring and evaluation and ongoing stakeholder engagement. However, this remains subject to approval within the GLA (anticipated in October).

The Proposal Template and Annex A have been designed to capture only the essential information required by the GLA to enable efficient administration of UKSPF in London. However, there could be instances, between now and the GLA issuing a funding agreement to boroughs, where the GLA asks boroughs to provide additional information. This will be limited as much as possible, but it may be necessary. The GLA is still in the process of working through the guidance and developing processes for UKSPF. In addition, the Department for Levelling Up, Housing and Communities (DLUHC) may amend or add to existing published guidance.

If you have a question on how to complete any of the documentation, or if you would like to discuss specific aspects of your proposals with relevant GLA policy officers please email UKSPF@london.gov.uk.

3. Next Steps

Once you have completed both documents, and sought any approvals necessary, you can submit your proposal by sending it to the following email: UKSPF@london.gov.uk

Proposals should be returned by close of play on Friday 7th **October 2022**. If this timeframe is difficult to meet, please contact the GLA or London Councils as early as possible to discuss.

Name of Borough	Harrow Council
Contact name and contact details	David Sklair – External Funding Manager David.Sklair@harrow.gov.uk Mob 07773 195192
Name of Investment Priority	Communities and Place
Section A: Information on overarching UKSPF proposal The following questions relate to your Communities and Place UKSPF proposal, information on individual projects where known is requested in section B.	
Strategic Fit with UKSPF Investment Priority	
<ul style="list-style-type: none"> Please provide an overview/description of the overall UKSPF Communities and Place proposal in your borough? Your response should set out key milestones that you expect to deliver as part of your proposal: <p>The Communities and Place proposals reflect Harrow Council’s priorities as set out in the Council’s existing Economic Strategy and Cultural Strategy. This includes sustainable place making through creating vibrant town and district centres and celebrating and increasing use of the borough’s cultural offer including Harrow Arts Centre and the borough’s parks and open spaces. It also reflects Harrow’s new Conservative’s administration aim of “putting residents and businesses first”.</p> <p>The UKSPF funding will be used to enhance an existing High Streets Fund programme that includes capital investment to the boroughs smaller district and local town centres. UKSPF funding will help support and speed up the delivery of these projects, add value, and ensure there is a sustainable traders’ group to continue to deliver benefits for the area.</p> <p>In addition, the UKSPF funding will support the borough’s long-term plans to make Harrow Arts Centre financially self-supporting through a phased investment programme, based on</p>	

a 4-phase masterplan. Phase 2 of the masterplan is currently being delivered (at a total cost of circa £2m) and UKSPF funding will enable enhancements to the phase 2 proposals to help meet this aim.

The Harrow History Collections project is a long-term project to create a new borough archive and collections store providing a publicly accessible home for a range of artefacts that reflect the long, rich, and diverse history of Harrow. Ideally, UKSPF funding will be used to provide additional (match) funding to a bid to the National Heritage Lottery Fund, following the completion of a feasibility study by architects Architype (Please see Section 4 for more detail). Depending on the outcome of the report and success of the funding bid, UKSPF funding will be used for modular building to support existing structures and facilities.

Harrow's urban parks and countryside sites are key components of the green infrastructure which makes Harrow unique and contribute to the health and wellbeing of residents. UKSPF funding will be used to enhance these spaces, both through supporting voluntary sector development - including a strong Park User Group network and the Harrow Nature Conservation Forum - and by creating and improving habitats to enhance biodiversity and residents' access to and active engagement with nature. This will draw on previous experience in working in partnership to deliver large and small enhancements across the borough.

Proposals to support households to reduce the cost of living and improve energy efficiency build on existing arrangements with the London Borough of Islington's Seasonal Health Intervention Network (SHINE), providing specific funding to support more Harrow households, giving free energy advice and, where relevant, making referrals into suitable services, including support with benefits, home energy visits, fire safety, energy efficiency grants, falls assessments and much more to help keep residents well and warm at home.

In addition to the sustainable placemaking priorities within the Economic Strategy, the proposals for parks and greenspaces and helping residents to implement energy efficiency measures directly supports Harrow Council's priorities as set out in the Council's Climate & Ecological Emergency Interim Strategy.

Milestones:

Harrow High Street Fund:

project delivery dates: Jan 2023 – Mar 2024

- Engaging businesses, residents, local groups and Members on required interventions and priorities for their High Streets: Jan 2023 – Feb 2023
- Drafting design concept options for quick-win High Streets interventions based on feedback, including locations and furniture options: March 2023
- Consultation with the community on drafted quick wins interventions: May 2023
- Ward Cllr meetings – providing feedback on consultation results for further considerations: June 2023
- Programme Board meeting – presenting consultation feedback and seeking approval to progress with schemes: June 2023
- Ordering furniture: July 2023 -Nov 2023
- Installation of benches, festive lights, trees, bin store: Nov 2023 – March 2024

Harrow Arts Centre:

Phase 2 delivery dates: Sep 2022 – Jun 2023

Installation of rooflights and window: Feb 2023

- Photovoltaic: Mar 2023

- Improved lighting: Feb 2023
- Landscaping: Mar 2023

The Harrow History Collections (Archive)

Milestones

Approach 1:

Completion of feasibility study: October 2022

Development and submission of Heritage Lottery Fund bid

- Expression of Interest/Full application Q1 2023/24
- HLF assessment Q3 2023/24

Design/Planning and consultation – Q4 2023/24 to Q2 2024/25

Construction completion:

Approach 2: Modular unit/temporary storage

Tender: Q2 2023/24

Planning application Q3 2023/24

Installation: Q2 2024/25

Parks & Nature Reserves:

Habitat creation/improvement/enhancements

1. Consultation with PUGs & HNCF to identify/prioritise sites & projects (Nov-Dec 2022)
2. Recruitment of Project Officer (Jan-Feb 2023. Start Mar/Apr 2023)
3. Main habitat creation/enhancement
 - a. preparation/procurement Apr-Jun 2023
 - b. site works. Sep-Dec 2023, 2024;
 - c. after care. Mar-July, 2024, 2025
4. Voluntary Groups
 - a. Project officer liaison and support (Apr 2023-Mar 2025)
 - b. Training (in accordance with seasonal availability)
 - c. Grant scheme (linked to 1.) (May 2023-Dec 2024)

Energy advice and support for cost of living

Contract negotiations with SHINE: December 2022

Agreement of enhanced service with SHINE (subject to UKSPF funding availability):
January 2022

Promotion of enhanced service to residents: January 2022

Recruitment of energy and retrofit advice officer post: January – March 2023

Delivery of enhanced SHINE service to Harrow residents: Autumn/Winter 2022/23
onwards and 23/24

2. Please describe the strategic fit of your proposal including how it:

- Aligns with the UKSPF investment plan for London and the specific investment priority and its interventions
(You should specifically set out the links to the investment priority. An abridged version of the investment plan is available [here](#))
- Compliments other funding streams, if applicable
- Maximises leverage
- Has been informed by engagement with local stakeholders where boroughs deem this appropriate (such as public, private and civil sector, local MPs etc.)
- Supports equality, diversity and inclusion, including any legal obligations under the Public Sector Equality Duty.

- Focuses on areas of need and addresses the climate emergency

The projects funded by UKSPF will strengthen the social fabric of communities across Harrow, building pride in residents' local place, which is in line with Government's aims for Communities and Place UKSPF. Harrow's proposals align with the Communities and Place theme and the Investment Plan for London, in that they

- (i) create the foundations for economic development at the neighbourhood-level by investing in district and local town centres (Intervention E1) by complimenting existing funding in Harrow's town centres through the council's High Street Fund. This will help to "build resilient, healthy and safe neighbourhoods through investment in quality places in which people want to live, work, play and learn". Harrow's proposals for its high streets also reflect the London Recovery Board's 'High Streets for All' mission aims to create thriving, inclusive and resilient high streets and town centres that are within easy reach of all Londoners. To address climate emergency, trees will be planted in available locations with the inclusion of rain gardens and SUDS where applicable. The festive lights will be LED and the furniture will be from sustainable materials.
- (ii) support key community infrastructure and spaces, through investment in Harrow Arts Centre (Intervention E6) and in supporting the development of the Harrow History Collections (Archive) (Intervention E4). UKPSF investment at Harrow Arts Centre compliments existing funding from the GLA Good Growth Fund programme round 2, and supports additional decarbonisation measures to address the climate emergency. For the Harrow History Collections (Archive), UKSPF funding will potentially provide additional funding to a bid to the National Lottery Heritage Fund.
- (iii) support the creation of and improvement to local green spaces by creating and improving habitats, contribute to enhancing the health and wellbeing of residents using the spaces through increased access to nature, and provide support to local voluntary and community groups to maintain the green spaces (Intervention E3, E9/E11)
- (iv) Provide a range of measures to reduce the cost of living (Intervention E13). This project builds on Harrow's existing work with Seasonal Health Intervention Network (SHINE) and will support households to reduce the cost of living and improve energy efficiency (Intervention E13). This reflects the GLA Investment Plan to promote energy efficiency to local communities (including climate change adaptation as well as emissions reduction).

The Council will carry out an EQIA to ensure all projects meet with the Council's Public Sector Equality Duty and support residents with protect characteristics.

High Street Fund

The Harrow High Street Fund is a continuation from an initial pilot delivered in 2021/22 which focused on improvements to 4 district centres and was informed by several rounds of engagement and consultation with residents, businesses, local schools and groups, and Members. The engagement and consultation were delivered via meetings, roadshows and focus groups. Community stakeholders outside of the 4 areas also asked why the project did not focus on their High Streets – this included from Chairs of Traders Groups, businesses, community groups, residents and businesses. Given the levels of requests, the Portfolio Holders have now decided to widen delivery remit of the project to the whole of the borough and deliver inclusive High Streets. Delivery interventions will be informed by the results of ongoing engagement and consultation with stakeholders (see the milestones

section). The project is also funded through BCIL and aims to increase footfall, dwell, vibrancy and spend on the High Streets. The project will also work in partnership with the Traders Groups to align with their action plans and maximise leverage. Funding has also been sought from the Night-time Enterprise Zone and from the Business Friendly Licensing fund. If successful with any or both, they will be used as match-fund towards the UKSPF Harrow High Streets Programme.

Harrow Arts Centre

Harrow Arts Centre (HAC) programme is also match-funded by the GLA Good Growth Fund programme round 2 – it funded the Masterplan, part-funded phase 1 (brought 3 redundant buildings back into use) and part-funded the designs for phase 2. The works for phase 2 is funded through Borough Community Infrastructure Levy (BCIL) and match-funding through the UKSPF is sought to add value and complete the project. The HAC programme is informed by a business plan, which demonstrates delivery of phases 1 & 2 of the Masterplan assist HAC to become self-financing. As part of the project, there have been several rounds of engagement including meetings, attendance at events and online. Residents, existing user groups and new potential user groups were engaged that highlighted additional space was required on site for hire. The engagement and consultation events took part before the initial project started (to identify the need), during key stages of the design process (at concept design, detailed design and technical design) and statutory consultation as part of the planning process. In addition, new match has also been allocated to the wider site to create an accessible path on greenbelt land behind the building – this phase of the project is funded through Neighbourhood Community Infrastructure Levy and creates a new user group to maintain the space which includes wildflowers and trees. Meetings are continuing as part of that process where updates are also provided on HAC 2 – the last meeting was on 5th September 2022 and the next one is scheduled for November 2022. The rooflights, window and PV’s will assist to reduce carbon emissions linked to the building.

The HAC programme meets the following interventions:

- E4 Enhanced support for existing cultural, historic and heritage institutions that make up the local cultural heritage offer.

Activity

3 Have you already identified any projects which fall under the Communities and Place investment priority?

YES

If you have already identified any specific projects at this stage, please provide details of these projects in the section B and complete Annex A following the instructions in sheet 1.

This includes, where known;

- Project name / location
- Overview of project
- Likely impact of the project
- Expenditure profile (cap/rev)
- Output and outcome profile
- Delivery timescales and risk management
- Whether the project is delivered in-house or contracted to a third party to deliver
- How you will engage with local stakeholders in the further development and delivery of activities

4. Are there any deliverables forecast in Annex A that require further development? Describe your rationale for the forecasts in Annex A and, where known, describe the broad activity you plan to deliver:

There are 2 projects where the deliverable forecast in Annex A require further development. These are:

Harrow History Collections (Archive) project. Specifically, the deliverables depend on the result of a feasibility study currently being carried out by architects, Architype. The feasibility study will confirm the approach to be taken, either through an application to the Heritage Lottery Fund with UKSPF acting as co-funding or a smaller project for the creation of a new holding space that will provide a flexible space to host events and activities for the local community to engage with history on their doorstep.

Energy advice and support for cost of living: Deliverables are based on guidance provided by the service provider (SHINE). The primary focus of the project is on domestic energy advice and support for residents in the borough to retrofit, rather than organisations. Organisations figure based on 30 organisations per annum reached through energy support events. The numbers of households receiving support are based on current annual performance baseline of SHINE in Harrow (150 referrals and 30 household visits) increasing to at least 400 referrals and 75 household visits per annum for two years of enhanced contracted service. The methodology for measuring Outcome E13: Increased take up of energy efficiency measures (% increase) will need to be agreed as part of SHINE reporting methodology.

For the following projects, we believe that the deliverables forecast in Annex A do not require further development.

Harrow High Street Fund: Forecasts are based on an initial pilot delivered in 2021/22 which focused on improvements to 4 district centres in Harrow. The following interventions and outputs will be delivered via the project:

- E1 Funding for improvements to town centres and high streets, including better accessibility for disabled people, including capital spend and running costs.
- Amount of public realm created or improved (m2)
- Number of local events or activities supported (numerical value)
- Number of trees planted (numerical value)
- Increased footfall (% increase)

Harrow Arts Centre - Phase 2: Phase 2 works are currently under way at Harrow Arts Centre; deliverables related directly to the UKSPF will be included as part of these current works. The following outputs and outcomes will be delivered through the project:

- Number of commercial buildings developed or improved (numerical value)
- Amount of commercial buildings developed or improved (m2)
- Amount of public realm created or improved (m2)
- Number of trees planted (numerical value)
- Number of Tourism, Culture or heritage assets created or improved (numerical value)
- Increased visitor numbers (% increase)

Parks and Nature Reserves: The project will support large and small interventions to create, enhance and improve the management of grassland, woodland, wetland and other habitats in public green spaces. The project will also support the development of Park User Groups, Harrow Nature Conservation Forum teams and other volunteers.

Outputs and outcomes relate to these 2 elements of the project and are based on pilot projects already delivered (in relation to the amount of blue or green space improved) and through several years' experience of working with the Park Users Groups and other volunteers and groups.

5. Please describe how the volume of outputs and outcomes forecast is proportionate to the amount of UKSPF funding?

The volume of outputs and outcomes are based on experience of past performance for each project or from advice given from companies/organisations experienced in the delivery of relevant services.

Harrow High Street Fund: This is a continuation from an initial pilot delivered in 2021/22 which focused on improvements to 4 district centres. Outputs and outcomes forecasting is based on what was delivered under the initial pilot programme.

Harrow Arts Centre - Phase 2: Phase 2 is currently under construction. UKSPF allocation will help provide additional infrastructure that will address the climate emergency. Outputs and Outcomes are directly related to this expenditure.

Support to Parks: Outputs and outcomes forecast for improved green space is based on a successfully completed project; while the support for volunteering opportunities relates to long term work with the voluntary Park User Groups and Harrow Nature Conservation Forum.

Harrow History Collections: The proposals will lead to the creation of a culture asset – the overall scale is dependent on the results of the feasibility study. Improvements to accessibility to heritage and improved perception of facilities and amenities for long term preservation of historic assets and increased footfall and engagement to stored collections.

Energy advice and support for cost of living: Outputs and outcomes forecasting are as a result of recent discussions with the provider of advice (SHINE) as part of the development of these proposals. They are based on the level of finance and related current annual performance baseline of SHINE in Harrow.

Subsidy Control

6. Do you consider any activity that you plan to deliver may provide a subsidy to potential recipients of the funding? If yes, describe why you consider it could be a potential subsidy?

NO.

Managing UKSPF

7. Please describe how you will manage your UKSPF allocation? Your answer should consider the following points:

- Staffing (the team in place including experience, capacity, and capability)
- Governance (decision-making arrangements including how risks will be managed)

- Compliance (how will UKSPF guidance be implemented and managed). Government guidance is available at:
[UK Shared Prosperity Fund: additional information - GOV.UK](#)

All of the projects to be delivered under the Communities and Place Theme sit within Harrow Council's Place Directorate. This allows for a corporate approach to allocating and managing the UKSPF allocation. The proposals as set out in this Template and in Annex A have been agreed through meetings with the relevant Council Portfolio Holders (

Staffing:

There will be dedicated leads for each of the projects, those project leads will report to a Programme Manager. The leads will respectively come from High Streets and Supporting Business (Service Manager), Cultural Services (Service Manager), Parks and Green Spaces and Cost of Living (Assistant Director Climate Change). The Programme Manager sits in Economic Development and is responsible for the management of Harrow's Economic Strategy. She reports to the Director of Inclusive Economy, Leisure and Cultural Services (this role includes strategic responsibility for parks and open spaces). When relevant, the named posts will be responsible for procurement and contract management. Where a need for resources to deliver the project has been identified, UKSPF funding will be used to support an officer to deliver the project.

Governance:

Harrow Council's UKSPF programme will be adopted by Cabinet, an Equality Impact Assessment will be required and projects will be monitored accordingly. The procurement of contractors to deliver projects will be in accordance with the council's procurement policies and procedures [Procurement \(sharepoint.com\)](#). The approval of the Place Directorate's Contract Board will be required, this is chaired by the Corporate Director and includes Divisional Directors for Economy & Culture, Environment, Regeneration & Planning, Housing, and Climate Change, with representatives from legal and financial services.

Procurement will also need to go through a Gateway process requiring the approval of legal, finance and the relevant Cabinet Member.

Performance will be reported to a Performance Board which is chaired by the Leader of the Council and which meets quarterly.

Supporting Local Business



London UKSPF – Borough Proposal Template for ‘Supporting Local Business’

1. Background

The UKSPF Investment Plan for London was submitted by the GLA to UK government on 28th July 2022. The plan was developed in consultation with London Councils and representatives from London boroughs at several roundtable discussions. The investment plan is subject to approval from UK government (anticipated in October 2022) and must therefore be read in the knowledge that amendments to the narrative and figures may be requested. Provisional funding allocations, outputs and outcomes are included, in addition to narrative which respond to questions posed by UK government. To help assist boroughs in preparation of this proposal template, an abridged version of the plan is available [here](#).

The UKSPF Investment Plan sets out the GLA’s intention to award London boroughs and sub-regional partnerships a direct allocation of UKSPF funding for the investment priorities Communities and Place, Supporting Local Business and People and Skills.

Supporting Local Business

The Supporting Local Business investment priority for London (£62.2m) includes five indicative activities, these can be found in the London [UKSPF Investment Plan](#). The UKSPF allocations to boroughs for Supporting Local Business sits within one intervention:

E23: “Strengthening local entrepreneurial ecosystems and supporting businesses at all stages of their development to start, sustain, grow, and innovate, including through local networks”

A total of £13m out of £62.2m has been ring fenced for boroughs to support business in their local areas. Allocations for each borough have been agreed with London Councils and communicated to boroughs.

A further (approximately) £30m has been ring-fenced for open bidding programmes. Notional allocations for each theme, and the UKSPF intervention it fits within, are in brackets.

- Low Carbon (£6.9m, E29)
- Supplier Readiness (£3m, E23)
- SME digital divide (£6m, E23),
- Growing the local, social economy (£3m, E23),
- Innovation (£6m, E19),
- Property advice service for SMEs (£0.75m, E23),
- Support for fast growing diverse founders (£3m, E30),
- Investment readiness support for diverse SMEs (£1.5m, E30)

Allocations for support for the London Business Hub (£2.5m, E23) and the new [‘Wayfinder’](#) programme rolled out to all boroughs by the GLA (£4.5m, E23) will also be funded by UKSPF.

Finally, the Mayor's International Business Programme (£4.6m, E23) and an integrated programme for high-growth companies and priority sectors (£7.4m, E24) will be managed by London and Partners.

Borough allocations

The GLA invites boroughs to use their direct allocation to create additional (or in some cases new) business adviser capacity, to support 'everyday' businesses, particularly in areas/communities most impacted by the pandemic. Boroughs should determine how best to do this and could build on existing programmes, for example (but not limited to) Hub and Spoke, Business and IP Centres (BIPC) local, local Enterprise Agencies or in-house provision.

'Everyday' businesses build and strengthen local communities; bring investment and vibrancy to town centres; contribute to thriving high streets; and provide access to stable, local jobs. However, the SME-support ecosystem is not functioning optimally; London's SMEs - and, in particular, micro, small and diverse businesses - consistently cite the complexity of the business support landscape as their biggest barrier to take up support that is on offer. New funding from UKSPF provides an opportunity to address this.

Our approach to UKSPF (Supporting Local Business) is to design a programme that will make it easier for businesses to find and access the support they need. We are keen to focus on making the customer journey and customer experience as best as possible and with a network of business advisers in community/borough settings with the wrap around support of Wayfinders this will be possible.

We are keen for boroughs to use some of their UKSPF to ensure adequate outreach / marketing of UKSPF programmes to the local business community.

If preferable, boroughs can propose alternative activity that fits under intervention E23. In so doing, please avoid duplication of interventions set out above and at Annex 1, and the note on commissioning new business support at Annex 2.

2. Instructions

The purpose of this template is to capture detail on UKSPF Supporting Local Business proposals led by boroughs. It should not be used for the Communities & Place and People & Skills investment priorities.

The GLA promotes cross-borough working, and boroughs may wish to consider opportunities for joint proposals with neighbouring local authorities where a place crosses or defines a borough boundary.

Your responses to the questions should provide enough information so that the person reading it understands what you intend to deliver. Responses should be as straightforward as possible.

Equality, Diversity and Inclusion practices should be imbedded throughout your responses to all questions in addition to any specific focussed questions. There is no strict word limit, but we suggest you aim for 1,500 words, across the whole template, to keep your responses concise.

The Annex A (spreadsheet) should be completed alongside this form, the purpose of which is to capture additional information on the expenditure profile, output/outcome profile and delivery timescales covering activity for each investment priority. There are separate instructions on the first sheet of Annex A.

We are proposing that boroughs can use up to 4% of their allocation to undertake necessary Fund administration, such as project assessment, contracting, monitoring and evaluation and ongoing stakeholder engagement. However, this remains subject to approval within the GLA (anticipated in October).

The Proposal Template and Annex A have been designed to capture only the essential information required by the GLA to enable efficient administration of UKSPF in London. However, there could be instances, between now and the GLA issuing a funding agreement to boroughs, where the GLA asks boroughs to provide additional information. This will be limited as much as possible, but it may be necessary. The GLA is still in the process of working through the guidance and developing processes for UKPSF. In addition, the Department for Levelling Up, Housing and Communities (DLUHC) may amend or add to existing published guidance.

If you have a question on how to complete any of the documentation, or if you would like to discuss specific aspects of your proposals with relevant GLA policy officers please email UKSPF@london.gov.uk.

3. Next Steps

Once you have completed both documents, and sought any approvals necessary, you can submit your proposal by sending it to the following email: UKSPF@london.gov.uk

Proposals should be returned **by close of play on Friday 7th October 2022**. If this timeframe is difficult to meet, please contact the GLA as early as possible to discuss.

Name of borough	London Borough of Harrow
Contact name and contact details	David Sklair – External Funding Manager Email David.Sklair@harrow.gov.uk Mob 07773 195 192
Name of Intervention Activity	<i>E23: “Strengthening local entrepreneurial ecosystems and supporting businesses at all stages of their development to start, sustain, grow, and innovate, including through local networks”</i>

Section A: Information on overarching UKSPF proposal

*The following questions relate to your **Supporting Local Business** UKSPF proposal, information on individual projects where known is requested in section B.*

Strategic Fit with UKSPF Investment Priority

1. Please provide an overview/description of the overall UKSPF Supporting Local Business proposal in your borough. Your response should set out key milestones that you expect to deliver as part of your proposal:

The Harrow Supporting Local Business Theme set out within this bid reflects Harrow Council’s priorities to put businesses and residents first. Informed through a recent Local business support roundtable discussion on 27th September 2022 with a mixture of local and national partners including Federation of Small Business (FSB), Northwest London Chamber of Commerce, Metro Bank, West London Business, Harrow Business Improvement District (HA1 BID), we identified a programme of 3 business support projects focused on supporting businesses in all stages of their journey. These are:

Projects

- I. Business Engagement Project
- II. Business Support Project
- III. Reuse Laptops and Mobile Phones Start Up Kit Project

Further information on the projects is detailed below:

I. Business Engagement Project

This project is required as part of the programme and is a key activity to feed into projects 2 and 3 which is further detailed below.

The business engagement project will be tendered seeking an external partner to deliver the project. The winning bidder will be selected based on a scoring matrix and will be based on merits of innovative outreach with a strong focus and track record of engaging hard to reach groups.

Outreach

The outreach strand will require a person to visit local businesses on High Streets and industrial estates. The purpose will be for an ongoing engagement process with

businesses throughout the programme. The aim is to continue to raise awareness of business support services including projects, meetings, workshops, subsidised test trade spaces and consultation activities to increase the number of businesses supported and support business growth. The outreach will refer businesses to the business support project.

The outreach strand will also assist to target the groups mentioned within the business support strand. The outreach strand will additionally target the construction sector to link to supply chain opportunities, primarily Harrow Strategic Development Partnership's £650m regeneration programme. It will also engage businesses in growth sectors and seek information on their skills, recruitment and workspace needs.

Businesses that have been engaged with will be encouraged to sign up to Harrow Council's business newsletter which will provide them with information on procurement, business workshops, networking and funding opportunities.

The outreach element will also be supported through existing resources of the Business Support Team at Harrow Council. The team will assist with networking events and facilitate links with local business support services, local Business Improvement District and the 15 Trader Associations throughout the borough.

II. Business Support Programme

Project deliverer(s) will be sought via a tender exercise for a Business Support programme.

The business support programme will provide tailored business advice to individual businesses based on the needs of their business. This could include advice on:

- Finance including cashflow, debt, tax, access and utility savings
- Access to finance
- Business planning, including online presence and marketing
- Growing your business including supply chain management, winning tenders, networking, new markets, importing and exporting
- Property, leases, planning and licensing advice
- Employment, training and HR
- Access to mental health support and advice

Harrow Council has launched an online Business Survey that closes in late October 2022. The survey asks businesses to highlight the types of advice that they would like and how and where they would like it. It has been publicised by our partners (local trader associations, HA1 BID, West London Business and Federation of Small Businesses etc). It will also be used to survey businesses at an upcoming networking exhibition - Harrow Means Business - in mid-October 2022. The feedback from the survey will shape the specification details for the business support project deliverer(s) sought, their services, outputs and workshop topics.

The tailored business support project will deliver via a one-on-one and group setting support, both online and in-person. The latter will include on the premises of the business and in workshop settings. The project will also provide business to business mentoring and coaching.

The project will aim at assisting people to start-up businesses, sustain a business and grow their business. It will link to the GLA's Wayfinder project when the latter is launched in Harrow and will give local businesses a dedicated point of contact.

Business Support to Targeted Groups

The business support programme will focus on target groups that are underrepresented. This includes:

- I. Women
- II. Young people
- III. Disabled people (including business owners and sole traders with mental health concerns)

The roundtable discussion with partners on 27th September 2022 (mentioned above), identified that mental health concerns is a big issue with business owners, therefore we will be including a focus on this in our business support programme. We have also identified that Harrow has a lower economic activity amongst the female population than the London average. In the period of March – July 2022, of the 2,711 new businesses in Harrow, only 26% of the known genders of the directors were female. We also recognise a large untapped group of young entrepreneurs that we wish to assist with starting up and growing their businesses.

The tender pack, once produced for the programme, will allow organisations to submit a bid for the entire business support projects or to submit a bid to just work with a specific target group. The flexibility will allow the moderating panel to consider a wider range of different types of specialists suited to Harrow.

Linking Business Support and Targeted Groups to Test Trading Spaces

The business support project will also link with test trading spaces that have recently been created in the borough. This includes at Greenhill Place in Harrow Town Centre and Wealdstone Market where market stall pitches are available free of charge for up to 3 months. This allows a business to test trade without a contractual agreement required for a High Street shop including lease, rates and utility bill commitments. Removing these barriers will enable to assist a greater number of businesses to test trade with a smaller and more manageable first step.

III. Reuse Laptops and Mobile Phones Start Up Kit Project

This project, informed by an existing pilot, seeks to target new start ups and provide them with reused and repaired laptops to assist with business operations and admin.

Voluntary Action Harrow are a Community Voluntary Sector umbrella organisation in Harrow and through seed funding, set up a project to collect, repair and issue refurbished working laptops to community groups. Building on the success of the project; there is scope to incorporate mobile phones, create drop-off points on High Streets and target new start-ups. The project will be tendered to allow the moderation panel to select the most suitable organisation. The distribution of laptops to businesses will initially be targeted to businesses that have been through the business support project. Further feasibility studies and research will be undertaken to gauge the need and market for the repair of mobile phones.

The tender specification will include a requirement that the successful contractor provides a business plan to become self financing by the end of the funding.

Milestones:

- Contract signed between GLA and LBH – Q4 2022/2023
- Tender for projects – Q4 2022/2023
- Entering into contract with business engagement project deliverer – Q4 2022/2023
- Business engagement commences – Q4 2022/2023
- Business support commences – Q1 2023/2024
- Reuse Laptops and mobiles commences – Q1 2023/2024
- 6-month project 2023/2024 evaluation – Q3 2023/2024
- End of year 2023/2024 evaluation – Q1 2024/2025
- End of programme evaluation – Q4 2024/2025

2. Please describe the strategic fit of your proposal:

The programme will “*Strengthen local entrepreneurial ecosystems and support businesses at all stages of their development to start, sustain, grow, and innovate, including through local networks*”. It will do this by:

- Conducting outreach to identify and recruit businesses onto business support packages. Conducting outreach as part of the programme is a strong recommendation from the GLA.
- Providing tailored business support to all businesses including start-ups, growth, innovation and business closure efficiency. Providing business support in the community is a strong recommendation from the GLA.
- Targeting target groups underrepresented in entrepreneurship including women, young people, residents with disabilities and residents with mental health
- Providing reused laptops and mobile phones to start-ups
- The reuse of laptops and mobile phones compliments an existing pilot delivered by Voluntary Action Harrow funded through an Additional Restrictions Grant (ARG) funding.
- The programme has been informed by a roundtable discussion with key partners on 27/09/22 including Federation of Small Business (FSB), Northwest London Chamber of Commerce, Metro Bank, West London Business, and Harrow Business Improvement District (HA1 BID). It will also be informed by a Business Survey that has specifically been created to inform the Harrow UKSPF Business Programme.
- The project supports equality, diversity and inclusion, and the Public Sector Equality Duty by targeting the whole working age community in addition to specific targeting on underrepresented groups including women, young people, residents with disabilities and residents with mental health
- There is a focus on climate emergency through enabling the repair and reuse of laptops and mobile phones.

Activity

3. Have you already identified any projects which fall under the Supporting Local Business investment priority?

YES

If you have already identified any specific projects at this stage, please provide details of these projects in section B below and complete Annex A for Supporting Local Business, following the instructions in sheet 1.

This includes, where known:

- Project name / location
- Overview of project
- Likely impact of the project
- Expenditure profile (cap/rev)
- Output and outcome profile
- Delivery timescales and risk management
- Whether the project is delivered in-house or contracted to a third party to deliver
- How this project will align with the Supporting Local Business 'open call' themes (see Annex 1)
- How this project aligns with the commissioning new business support recommendations (see Annex 2)

4. Are there any deliverables forecast in Annex A that require further development? Describe your rationale for the forecasts in Annex A and, where known, describe the broad activity you plan to deliver:

We expect a lower outputs/outcome in 2022/23 due to there being only one remaining quarter in the Financial Year, but as the projects launches and marketing gains traction, we forecast an increase in outcomes and outputs in 2023/24 – 2024/25. We expect outreach focusing on new businesses to cease in the final quarter of 2024/25 with the outreach then focusing on signposting to provision and sustainability.

The Reuse Laptops and Mobile Phones Start Up Kit Project development requires finalising. Informed by a pilot and soft-market testing with the current deliverer, it will be tendered. If there are issues at the end of year-1 with outputs, the year-2 budget is proposed to be redistributed to the rest of the programme (outreach and/or business support) to create additionality and added value within those projects.

5. Please describe how the volume of outputs and outcomes forecast is proportionate to the amount of UKSPF funding?

The volume of outputs and outcomes has been determined by several factors including:

- The size and limitation of the budget and therefore constraints of it
- The activities required by project deliverers
- The number of project deliverer(s) which could ranges anything from 1 to 7 – depending on the scoring of the moderation panel and selecting from the range of experts and targeted experts
- Prior experience of the team and informed by outputs of 4 project support projects in 2021/22, and subsequent feedback from those deliverers
- The makeup of Harrow businesses – 94% micro businesses

Based upon the above, the following are therefore the outputs targetted:

- Businesses Engaged - 500
- Businesses/potential new start-up registered on business support programme - 160
- Businesses/ potential new start-up given 6 hrs of mentoring support – 80
- Number of potential entrepreneurs provided assistance to be business ready - 60

- Number of new start-ups - 20
- Businesses sustained for 6 months - 30
- Businesses sustained for 12 months – 15
- Businesses evaluated and analysed - 100
- Number of women registered on business support programme – 30
- Number of young people registered on business support programme – 30
- Number of people with disabilities registered on business support programme – 15
- Number of people with mental health registered on business support programme – 15

- No. of Laptops collected - 30
- No. of Mobiles collected- 20
- No. of Laptops repaired - 25
- No. of Mobiles repaired - 15
- No. of Laptops re-distributed - 25
- No. of Mobiles re-distributed - 15

The Outputs/outcomes listed in Annex A have been set to be appropriate to the level of funding available through the UKSPF.

Subsidy Control

6. Do you consider any activity that you plan to deliver may provide a subsidy to potential recipients of the funding? If yes, describe why you consider it could be a potential subsidy?

NO

(The subsidy of free test trading space is not funded through the UKSPF – it is already accounted for in the Commercial Agreement with the Market Operator of Greenhill Place and their cash flow).

Managing UKSPF

7. Please describe how you will manage your UKSPF allocation? Your answer should consider the following points:

- Staffing (the team in place including experience, capacity, and capability)
- Governance (decision-making arrangements including how risks will be managed)
- Compliance (how will UKSPF guidance be implemented and managed). Government guidance is available at:

[UK Shared Prosperity Fund: additional information - GOV.UK](#)

All projects will be delivered by members of Harrow's Economic Development Officers within the Place Directorate. This dedicated team at Harrow Council spend their time managing and running the projects. This allows for a corporate approach to allocating and managing the UKSPF allocation. The proposals as set out in this Template and in Annex A have been agreed through meetings with the Portfolio Holder for Business, Employment and Property - Cllr Norman Stevenson.

Recently the team has administered the ARG funding to support the local economy via business support programmes and grants.

Staffing:

There will be dedicated lead for the Business Support programme - from High Streets and Supporting Business (Service Manager). This is an existing resource, and he will be responsible for procurement and contract management. He will feed into the Programme Manager.

Part of the outreach will also be performed by an existing Business Support Officer. He will also assist with monitoring and overseeing delivery of the projects and will be the day-to-day contact with Project Deliverers. He will also arrange the networking events and assist with the Harrow communications. He reports to the Service Manager.

There will be an overall Harrow UKSPF Programme Manager sitting in Economic Development Team and is responsible for the management of Harrow's Economic Strategy. She reports to the Director of Inclusive Economy, Leisure and Cultural Services (this role includes strategic responsibility for parks and open spaces).

Governance:

Harrow Council's UKSPF programme will be adopted by Cabinet, an Equality Impact Assessment will be required and projects will be monitored accordingly. The procurement of contractors to deliver projects will be in accordance with the council's procurement policies and procedures [Procurement \(sharepoint.com\)](#). The approval of the Place Directorate's Contract Board will be required, this is chaired by the Corporate Director and includes Divisional Directors for Economy & Culture, Environment, Regeneration & Planning, Housing, and Climate Change, with representatives from legal and financial services. Procurement will also need to go through a Gateway process requiring the approval of legal, finance and the relevant Cabinet Member.

Performance will be reported to a Performance Board which is chaired by the Leader of the Council and which meets quarterly.

Communities & Place – Financial Profile

This table sets out the Project Deliverer’s forecast profile for its expenditure.

2022/23			2023/24			2024/25			Capital Total	Revenue Total	PROFILED TOTAL
Capital	Revenue	2022/23 Total	Capital	Revenue	2023/24 Total	Capital	Revenue	2024/25 Total			
£141,322.00	£47,674.00	£188,996.00	£437,004.00	£192,334.00	£629,338.00	£143,493.00	£109,236.00	£252,729.00	£721,819.00	£349,244.00	£1,071,063.00

Supporting Local Business – Financial Profile

This table sets out the Project Deliverer’s forecast profile for its expenditure.

2022/23			2023/24			2024/25			Capital Total	Revenue Total	PROFILED TOTAL
Capital	Revenue	2022/23 Total	Capital	Revenue	2023/24 Total	Capital	Revenue	2024/25 Total			
<i>N/a</i>	£0.00	£0.00	<i>N/a</i>	£173,750.00	£173,750.00	<i>N/a</i>	£173,245.00	£173,245.00	<i>N/a</i>	£346,995.00	£346,995.00

ANNEX 1: PART B – PROJECT SPECIFIC CONDITIONS

Not applicable

ANNEX 2: FUNDING ALLOCATIONS AND OUTPUTS AND OUTCOMES

Borough name: Harrow Council

FUNDING ALLOCATION

Communities and Place			
Year	Capital	Revenue	Total
2022/23	£240,607	£116,415	£357,022
2023/24	£240,607	£116,415	£357,022
2024/25	£240,605	£116,414	£357,019
TOTAL	£721,819	£349,244	£1,071,063

Supporting Local Business			
Year	Capital	Revenue	Total
2022/23	£0	£115,665	£115,665
2023/24	£0	£115,665	£115,665
2024/25	£0	£115,665	£115,665
TOTAL	£0	£346,995	£346,995

OUTPUTS AND OUTCOMES

Communities and Place

Communities and Place: Total outputs and outcomes																	
Intervention	OUTPUTS	TOTAL outputs target	2022/23					2023/24					2024/25				
			Total 2022/23	Q1	Q2	Q3	Q4	Total 2023/24	Q1	Q2	Q3	Q4	Total 2024/25	Q1	Q2	Q3	Q4
E1	E1: Number of commercial buildings completed or improved (numerical value)																
	E1: Amount of commercial completed or improved (m2)	400					400	400									
	E1: Amount of public realm created or improved (m2)	330					190	50	35	35	70	140		35	35	70	
E3	E3: Amount of green or blue space created or improved (m2)	100000					50000	5000	20000	15000	10000	50000	7500	15000	25000	2500	
	E3: Number of trees planted (numerical value)	1000					500			500		500			500		
E4	E4: Number of Tourism, Culture or heritage assets created or improved (numerical value)	2					1	1				1		1			
E6	E6: Number of local events or activities supported (numerical value)																
	E6: Number of volunteering opportunities supported (numerical value)																
E9	E9: Number of volunteering opportunities supported (numerical value)	1450					705	100	190	225	190	745	150	190	225	180	
E13	E13: Number of organisations receiving non-financial support (numerical value)	60					30		10	10	10	30		10	10	10	
	E13: Number of households receiving support (numerical value)	800					400	75	75	125	125	400	75	75	125	125	
Intervention	OUTCOMES	TOTAL outcomes target	2022/23					2023/24					2024/25				
			Total 2022/23	Q1	Q2	Q3	Q4	Total 2023/24	Q1	Q2	Q3	Q4	Total 2024/25	Q1	Q2	Q3	Q4
E1	E1: Jobs created (numerical value)	3					3	3									
	E1: Jobs safeguarded (numerical value)	2					2	2									
E3	E3: Increased visitor numbers (numerical value)	1350					400		50	200	150	950	200	300	300	150	
	E3: Increased use of cycleways or paths (numerical value)	700					200		50	100	50	500	100	150	150	100	
E4	E4: Improved perceived/ experienced accessibility (numerical value)	2					1	1				1		1			
	E4: Improved perception of facilities/amenities (numerical value)																
E6	E6: Increased footfall (numerical value)																
E9	E9: Improved engagement numbers (numerical value)	500					200	30	50	60	60	300	60	75	90	75	
E13	E13: Increased take up of energy efficiency measures (numerical value)	160					80	10	10	30	30	80	10	10	30	30	

Supporting Local Business

Supporting Local Business: Total outputs and outcomes																	
Intervention	OUTPUTS	TOTAL outputs target	2022/23					2023/24					2024/25				
			Total 2022/23	Q1	Q2	Q3	Q4	Total 2023/24	Q1	Q2	Q3	Q4	Total 2024/25	Q1	Q2	Q3	Q4
E23	E23: Number of enterprises receiving non-financial support (numerical value)	310						160		40	60	60	150	50	45	35	20
	E23: Number of enterprises receiving grants (numerical value)																
	E23: Number of potential entrepreneurs provided assistance to be enterprise ready (numerical value)																
Intervention	OUTCOMES	TOTAL outcomes target	2022/23					2023/24					2024/25				
			Total 2022/23	Q1	Q2	Q3	Q4	Total 2023/24	Q1	Q2	Q3	Q4	Total 2024/25	Q1	Q2	Q3	Q4
E23	E23: Jobs created (numerical value)	3						3		3							
	E23: Jobs safeguarded (numerical value)	3						3		3							
	E23: Number of new enterprises created (numerical value)	10						5				5	5				5
	E23: Number of enterprises adopting new or improved products or services (numerical value)	50						15			5	10	35	10	10	5	10
	E23: Number of enterprises engaged in new markets (numerical value)																

Annex 3: SCHEDULE OF PAYMENTS AND CLAIMS

PAYMENT MODEL

Milestone no.	Headline Milestone Description	Timing of payment
1st Milestone	Payment of 2022/23 allocation made on the signing of the Funding Agreement and receipt by the GLA	January - March 2023
2nd Milestone	Your 2023/24 allocation will be paid provided that satisfactory progress is being made against delivery of the activities set out in the Proposal and forecast outputs, outcomes for the previous financial years have been met, or failing that, there is a credible plan agreed to address underperformance.	July – September 2023
3rd Milestone	90% of your 2024/25 allocation will be paid provided that satisfactory progress is being made against delivery of the activities set out in the Proposal and forecast outputs, outcomes for the previous financial years have been met, or failing that, there is a credible plan agreed to address underperformance.	July – September 2024
4th Milestone	10% retention of milestone 3 payment released.	April 2025

The Project Deliverer must submit eight progress claims.

Claim no.	Claim progress period	Claim due date
Claim 1	01/04/2022 – 31/03/2023	30/04/2023
Claim 2	01/04/2023 – 30/06/2023	31/07/2023
Claim 3	01/07/2023 – 30/09/2023	31/10/2023
Claim 4	01/10/2023 – 31/12/2023	31/01/2024
Claim 5	01/01/2024 – 31/03/2024	30/04/2024
Claim 6	01/04/2024 – 30/06/2024	31/07/2024
Claim 7	01/07/2024 – 30/09/2024	31/10/2024
Claim 8	01/10/2024 – 31/12/2024	31/01/2025
Claim 9	01/01/2025 – 31/03/2025	14/04/2025

ANNEX 4: LOGOS

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ANNEX 5: PROJECT DELIVERER'S AUTHORISED SIGNATORIES

Project Deliverer details

Name of Project Deliverer	Investment Priority
Harrow Council	Communities & Place and Supporting Local Business

Authorised signatories

Only the named chief finance officer, treasurer or an officer with relevant delegated authority are authorised to sign claim forms on behalf of the organisation. These signatures are binding on this organisation in respect of this Agreement.

Name	Name
<i>Dawn Calvert</i>	<i>Mavis Kusitor</i>
Position in the organisation	Position in the organisation
<i>Director of Finance</i>	<i>Economic Strategy Programme Manager</i>
Signature	Signature
Date	Date

Project Deliverer declaration

To be completed by the person who signed the Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

Name	Signature (the person who signed the agreement)
<i>Dawn Calvert</i>	
Date	

Data Protection Act 2018: The information on this form will be recorded on the Lead Authority's computer system. The information provided will be used for approving your claim payments and will not be passed to anyone outside the Greater London Authority without the permission of the Project Deliverer.

ANNEX 6: CONTACT DETAILS

The Lead Authority main contact in connection with the Grant is:

Grant Manager	Louise Murch
Email address	Louise.Murch@london.gov.uk

This information is correct at the date of the Funding Agreement. The Lead Authority will send you revised details if any of the information changes.

The Project Deliverer's main contact in connection with the Funding Agreement is:

Organisation	Harrow Council
Name of contact	Mavis Kusitor
Position in organisation	Economic Strategy Programme Manager
Email address	Mavis.Kusitor@harrow.gov.uk
Telephone number	N/A
Postal address	Civic Centre, Station Road, Harrow. HA1 2XY

Please inform the Lead Authority main contact if the Project Deliverer's main contact changes.