Please read the enclosed Agreement carefully, together with all included documentation. The Agreement consists of

* this letter
* standard conditions
* details specific to your project (Schedule 1), including revised targets if applicable
* the specification for which your tender was received (Annex A)
* bank details form (Annex B)
* profile form (Annex C)
* budget – revised if applicable (Annex D)
* the tender that was submitted (Annex E)
* the Project Handbook and Annexes (Annex F)

When you are happy with the contents of the Agreement, please:

* sign where indicated on page 14 of the standard conditions
* complete a Management Committee Resolution if required\*
* check the bank details form to ensure that the details are correct (Annex B)
* sign the profile form (Annex C)
* sign the revised budget on the final page – if applicable (Annex D)

If you are working in partnership with another organisation and will be transferring funds to your partner, a copy of your signed partnership agreements should be included with the returned contract. **No payments will be made until copies of partnership agreements have been received and approved.** It is recommended that draft partnership agreements are approved by one of the Programme Team at London Councils before they are signed.

*\*if your organisation/company is* ***incorporated*** *the person authorised needs only to sign the undertaking without recourse to a Management Committee Resolution. If your organisation is* ***unincorporated*** *then a Management Committee Resolution must also be completed as included on page 17 of the standard conditions.*

**Your organisation must comply with the terms and conditions of grant as detailed in the Agreement. Failure to comply with these conditions could result in the suspension or loss of grant aid.**

Two copies of the contracts folder containing original signatures should be returned to:

David Jones

London Councils

59½ Southwark Street

London SE1 0AL

The other copy should be kept for your records.

Upon receipt of your signed Agreement, 15% of your total funding will be released. Subsequent payments will be made quarterly, subject to the organisation submitting timely and accurate returns in line with the conditions set out in the Project Handbook (Annex F).

May I take this opportunity to wish you well with your project.

**LONDON COUNCILS AND EUROPEAN SOCIAL FUND**

**CO-FINANCING PROGRAMME**

**AGREEMENT FOR EUROPEAN SOCIAL FUND AND LONDON COUNCILS**

**CO-FINANCING**

**PROJECT NAME:**

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

**BETWEEN:**

**LONDON COUNCILS**, 59½ Southwark Street, London SE1 0AL (**“London Councils”**)

**AND**

**(“the Provider”)**

**WHEREAS:**

1. The 33 London local authorities make grants to eligible voluntary organisations pursuant to a scheme for the making of grants. This scheme has been made under section 48 of the Local Government Act 1985. In accordance with the authority delegated to it by the 33 London local authorities, London Councils administers this London scheme on behalf of them.
2. The European Union (“the EU”) provides funding to Member states through the European Social Fund (“ESF”). The ESF seeks to reduce differences in prosperity across the EU and to enhance economic and social cohesion. The London ESF Regional Framework, for the period 2014 -2020, will focus on supporting two priorities: extending employment opportunities and creating a skilled and adaptable workforce. There are also three cross-cutting themes (“CCT”) which must be addressed in each funded project: Diversity and Equality, Sustainable Development and Health.
3. The London ESF programme will fund 100% of the cost of new projects that support training, support human resource development, address economic exclusion, and promote employment opportunities and workforce development across London. Half of project funding will be provided by the ESF and half by various co-financers. The London ESF programme is managed under the strategic direction of the Mayor of London in accordance with the London ESF Regional Framework. The Mayor has devolved the administration of the programmes to the Greater London Authority (“the GLA”).
4. London Councils is one of the London ESF co-financing organisations (“CFO”) and will allocate ESF funding, matched with 50% of funding provided under the London grants scheme, in accordance with the London Councils co-financing plan and prospectus. The London Councils ESF Co-Financing Programme will fund projects relating to Priority 1.1 and 2.1 of the London ESF Regional Framework: improving the employability and skills of unemployed and economically inactive people and Increasing the Number of Employees with Improved Basic Skills.
5. Where agreed by the London Regional ESF Committee and where such additional ESF funding is available, London Councils may also be able to allocate ESF funds to match funding from an individual London local authority to deliver specific requirements local to that London borough.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **COMMENCEMENT AND DURATION**
   1. This Agreement shall commence on the XXXX and terminate on the XXXX unless otherwise stated in Schedule 1 to this Agreement or otherwise terminated in accordance with the provisions of Clause 10.18.
2. **DEFINITIONS AND INTERPRETATION**
   1. In this Agreement:

“CCTs” means the cross-cutting themes of equal opportunities, sustainable development and health, which themes affect the whole of project delivery and are central to delivering each funded project.

“Co-Financer” means the public agency which distributes the ESF funding and provides match funding under the ESF Programme.

“ESF” means the European Social Fund under which EU funding to Member States is provided with the aim of reducing differences in prosperity across the EU and to enhance economic and social cohesion.

“ESF Programme” means the programme under which funding from the ESF is delivered.

“EU” means the European Union.

“Grants Scheme” means the scheme for Greater London which has been made by the 33 London local authorities under section 48 of the Local Government Act 1985 for the making of grants to eligible voluntary organisations, which scheme is administered by London Councils on behalf of the 33 London local authorities.

“London Councils” means the joint committee of the 33 London local authorities, constituted under sections 101 and 102 of the Local Government Act 1972 and section 20 of the Local Government Act 2000 to administer the Grants Scheme and to undertake other functions delegated to it.

“London Councils ESF Co-Financing Plan” means the plan prepared by London Councils as a Co-Financer within the London Regional ESF Framework, which plan sets out the parameters for project funding, selection and ongoing monitoring by London Councils.

“London Regional ESF Framework” means the London ESF Regional Framework which sets out the arrangements for delivery of the ESF Programme in the London region.

“Match Funding” means 50% of funding for the Project provided by either London Councils under the Grants Scheme or by an individual London local authority to benefit that local authority area.

“Participants” means those persons benefiting from the services being delivered through the Project.

“Project” means the project to be delivered under this Agreement by the Provider, in the terms set out in Schedule 1.

“Project Specification” means the document against which an applicant for funding submits a tender application, which specification sets out the project value, the project delivery requirements and expected project outcomes.

“Provider’s Application” means the tender application document submitted by an applicant.

“State Aid” means aid from a Member of the EU to a business which has the potential to distort competition and affect trade between EU Member States.

“Third Sector Organisation” means a value-driven, non-governmental organisation which principally reinvests its surplus funds to further social, environmental or cultural objectives and encompasses voluntary and community organisations, charities, social enterprises, co-operatives and mutuals.

* 1. The Schedules and Annexes to this Agreement will form part of this Agreement.
  2. Words importing the singular shall include the plural and *vice versa*. Words importing any gender shall include both genders. Words importing persons shall include bodies corporate, unincorporated associations and partnerships.
  3. Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.
  4. A reference to any European Directive, European Regulation, statute or statutory provision includes, as relevant, a reference to all European Directives, European Regulations, statutory instruments or orders made pursuant to it and includes a reference to that European Directive, European Regulation, statute, statutory provision, statutory instruments or order as amended, extended, re-enacted or consolidated from time to time.
  5. In the event of any conflict between the provisions of the Agreement and the Schedules or Annexes to this Agreement, the provisions of the Agreement shall prevail.

1. **FRAMEWORK**
   1. Any funding awarded by London Councils to the Provider under this Agreement is provided in accordance with:
      1. relevant European Community Regulations, including Commission Regulations (EC) No. 1081/2006, 1083/2006 and 1828/2006;
      2. the Public Contracts Regulations 2006;
      3. the London ESF Regional Framework ;
      4. the London Councils ESF Co-Financing Plan;
      5. the London Councils ESF Prospectus.
   2. The Provider shall comply with all relevant statutory and other legal requirements (including all relevant rules, regulations and orders, both European and domestic), pertaining to the operation of its business and all matters relevant to delivery of the Project.
   3. 100% of funding for the Project will be allocated by London Councils on the basis that 50% of the funding is provided from the ESF and 50% by London local authority Match Funding.
   4. Where the Match Funding is provided by London Councils under the Grants Scheme the following organisations will be eligible for funding:
      1. organisations that have a formal governing document or constitution which defines how the organisation will operate
      2. organisations that are not operated for profit;
      3. organisations that are constituted to deliver services in more than one London borough; and
      4. organisations that are not public authorities such as NHS trusts, local authorities, local education authority schools etc.
   5. Where the Match Funding is provided by a local authority, and allocated by London Councils on its behalf, any legally constituted public, private or Third Sector Organisation which is able to deliver the ESF provision may apply for funding under the ESF Programme. Individual and sole traders cannot apply for funding.
   6. The Provider, in delivering the Project, must ensure that the CCTs, of equality and diversity, sustainable development and health are met consistent with the London Councils ESF Co-Financing Plan and the London Councils ESF Prospectus.
2. **CONSIDERATION**
   1. In consideration of the payments made by London Councils in accordance with the provisions of this Agreement and the Schedules attached, the Provider shall deliver the Project in accordance with the terms set out in Schedule 1.
3. **FINANCE**
   1. Funding for the Project is calculated on the basis of the cost of delivering the outputs and results set out in the Project Specification. The sum agreed for this Project is set out in Schedule 1. Full payment is subject to achieving the agreed outputs for payment, recorded in Schedule 1
   2. This sum as set out in the Project Specification may be decreased following reviews of Project performance and written notice and an appeal period will be given in such circumstances. London Councils reserves the right to increase this sum in accordance with the ESF virement limit or by 25% of the Project Specification value, whichever amount is the greater.
   3. All payments due under this Agreement will be made directly to the Provider’s bank account, details of which will be provided in writing to London Councils by the Provider prior to the commencement of this Agreement.
   4. Any changes to the Project must be agreed in writing with London Councils and any failure to do so will be a breach of the Provider’s obligations under this Agreement which breach may result in the funding being withdrawn, suspended or recovered by London Councils.
   5. It is the responsibility of the Provider to ensure that all expenditure incurred in relation to delivery of the Project is deemed ‘eligible’ as defined in the current edition of the European Social Fund in Great Britain manual and in accordance with relevant governing legislation.
   6. Upon commencement of this Agreement London Councils will pay the Provider up to 15% of the contract value.
   7. The remaining balance of the funds will be paid to the Provider in quarterly instalments, in arrears, on the receipt of an invoice by the Provider, and subject to the Provider delivering the agreed outputs to a satisfactory standard, and further to properly completed quarterly returns being received by London Councils in accordance with Clause 7. Payments towards the end of the project will be reduced in value from the claimed amounts to balance the project advance.
   8. Final payment to the Provider will not be issued until London Councils receives a satisfactory Final Evaluation report.
   9. London Councils reserves the right to suspend payments to the Provider where it has reasonable concerns or evidence regarding improper use, and application of, funding by the Provider.
   10. Further, London Councils reserves the right to suspend and/or recover payments, or refuse payment of expenditure claimed by the Provider, if:
       1. requested to do so by the GLA European Programme Management Unit or the Department for Work and Pensions
       2. progress towards delivery of the Project is, in the reasonable view of London Councils, unsatisfactory or otherwise not completed by the agreed date for delivery of the Project’s outputs;
       3. the Provider fails to notify London Councils of any major changes to agreed outputs and results;
       4. the services being delivered through the Project are being funded from other EU or public funding, that is they are being double-funded;
       5. the Provider has failed to provide London Councils with a satisfactory Section 37 statement and copy of the audited accounts when requested;
       6. the Provider fails to respond to London Councils requests in a timely and accurate manner, when such requests can be considered reasonable;
       7. the Provider is under investigation for potential misconduct and has been informed as being under investigation;
   11. Where any claim for funding cannot be substantiated, these funds will become repayable immediately on demand from London Councils.
   12. Further, where funds are overpaid to the Provider as a consequence of outputs not being verifiable at subsequent monitoring or other inspection visits, these funds will become repayable immediately on demand from London Councils.
   13. London Councils must give, as soon as is reasonably possible, notice in writing of any decision to suspend, refuse, withdraw and/or recover payment and give reasons for such suspension, refusal, withdrawal and/or recovery, insofar as it would not be prejudicial to either Party to this Agreement. In the event London Councils suspends, refuses, withdraws and/or seeks recovery of payment, the Provider shall be entitled to cease delivery of the Project until the issues are resolved or this Agreement is terminated.
   14. The Parties will immediately notify each other of any suspected fraud or irregularity.
   15. The funded organisation shall:

a) Have adequate internal arrangements either in the form of a set of regulations or a code of practice by which the Funded Organisation’s financial affairs can be adequately controlled, which shall be complied with throughout the period in respect of which the Grant is provided;

1. Keep proper books of accounts and
2. where the Grant from the Committee exceeds £10,000 in any year, have such books of accounts independently audited annually by a CCAB accountant; or
3. where the Grant from the Committee is £10,000 or less in any year, have such books of accounts independently examined by a person competent to do so unless, notwithstanding this Condition 5.15(b) the constitution of the Funded Organisation requires the annual accounts to be audited or the Committee, by special condition or otherwise requires the Funded Organisation to have its accounts audited.
4. Submit the audited or independently examined (as appropriate) accounts and Section 37 statement for each financial year in which funding was received, signed by or on behalf of the Management Committee of the Funded Organisation, to London Councils within 28 days of the completion of the audit or examination, which must be no later than 9 months after the end of the Funded Organisation’s financial year, failing which, payment of any subsequently approved or outstanding Grant may be withheld. In the event that the accounts are qualified, a copy of any management letter shall be submitted to London Councils:
5. Submit for inspection the books of accounts and other records or certified copies thereof, as may be required relating to the use of the Grant, within fourteen days of a request to do so;
6. Ensure that no person involved in the audit/independent examination has any business or personal relationship to any other person involved in any day-to-day operation of the Funded Organisation;

f) Where the Grant from the Committee exceeds £2,000, ensure that the audited or independently examined accounts, as appropriate, include a statement showing the use to which the Grant has been put, in accordance with Section 37 of the Local Government and Housing Act 1989.

1. **PARTNERSHIP DELIVERY AND SUB-CONTRACTING**
   1. Where the Provider is delivering the Project with a partner, the roles and responsibilities of the Provider and the partner must be recorded in writing.
   2. The Provider is only permitted to sub-contract to one level under the EU legislation. A sub-contractor appointed by the Provider may not further sub-contract. London Councils must receive and approve a sub-contract prior to the relevant agreement being entered into.
   3. London Councils reserves the right to review the model of delivery between the Provider and any sub-contractor to ensure the delivery of the Project is satisfactory.
   4. Any reference to the Provider in this Agreement includes reference to any sub-contractor or partner engaged by the Provider to fulfil any of the Provider’s obligations under this Agreement.
2. **MONITORING, REPORTING AND AUDIT**
   1. During the term of this Agreement, the Provider will be required to provide such information London Councils considers necessary to monitor and evaluate the success of the Project and the Provider’s management and delivery of it.
   2. London Councils reserves the right to make reasonable requests for information from the Provider, including ad hoc requests from time-to-time beyond the normal monitoring and information requirements set out in this Agreement and Schedule 1.
   3. The Provider acknowledges that the requirements as to monitoring and reporting will assist London Councils in meeting its obligations to ensure the proper use of public funds and further to show that value for money has been obtained.
   4. The Provider is required to maintain and supply information to London Councils in the formats, and in accordance with any reasonable timescales, required by London Councils. This information will include, as relevant to the Project, and fully detailed in the Project Handbook.
   5. The Provider is responsible for ensuring that any information provided by them to London Councils in connection with the Project is, and remains, true, accurate and not misleading. Where this information is or becomes inaccurate or misleading in any material way, the Provider must, as soon as practicable, inform London Councils of this in writing.
   6. The Provider must comply with reasonable deadlines set by London Councils for any request for information concerning the Project and must attend project review meetings as are reasonably required by London Councils.
   7. London Councils reserves the right to conduct an audit of the Project. The European Commission, the European Court of Auditors, or relevant Government Departments responsible for the ESF Programme or monitoring the proper expenditure of public funds, may require access to the Project for audit and inspection purposes. The Provider must comply with any access, audit or inspection requirements of these bodies.
   8. The Provider is required to submit, at the end of each quarter, reports regarding participants on the Project, Project activities and on outputs and results for payment. These reports should reflect the period’s actual outputs and results which were agreed by London Councils and the Provider, and recorded in Schedule 1. Failure to provide satisfactory reporting information may result in funding being suspended or withdrawn.
   9. Quarterly reports must be received by London Councils on or before the dates specified by London Councils at the commencement of the Agreement.
   10. It is expected that Providers will have systems in place to:
       1. confirm the eligibility of participants in the programmes being delivered through the Project;
       2. declare eligibility of expenditure in line with ESF guidance;
       3. detect and prevent duplicate claims;
       4. prepare and submit accurate, valid, supported, timely claims;
       5. monitor, record and manage lateness and all absences of participants;
       6. support claims for payments through an effective attendance recording procedure;
       7. ensure that all the required evidence is collected, and where appropriate submitted to London Councils, to support the claim for funding payments;
       8. identify participants who have left the programme, being delivered through the Project, early to prevent over-claiming;
       9. carry out effective monitoring of sub-contractors, if applicable;
       10. respond to reports with an appropriate action plan.
   11. Where London Councils has reasonable concerns about the quality of the data contained in the quarterly reports, it may require the Provider to supply reporting information more frequently and for such periods as it reasonably deems necessary.

* 1. The Provider acknowledges that London Councils may make a monitoring visit to the Provider’s premises every quarter and the Provider will co-operate with London Councils in making available any information necessary to enable London Councils to verify outputs and results of the Project and that the Project is conforming to required standards in the areas of equal opportunity, sustainable development, health, quality and publicity. Additional visits to the Provider may also be arranged and similar cooperation will be expected.
  2. The Provider acknowledges the requirement to maintain records of project delivery until 31 December 2022 (or later date as specified by ESF guidelines), and that these records be auditable and stored in accordance with ESF guidelines (as detailed in the project handbook). Should organisations cease trading during this period or the maintenance of records cannot be continued, the provider must inform London Councils so that a transfer of the records can be made.

1. **DATA PROTECTION**
   1. London Councils is registered to process personal data under the Data Protection Act 1998 (“DPA 1998”). The Provider acknowledges this and its own obligations under the DPA 1998 and will, in the event that delivery of the Project requires them to process personal data, comply in all respects with the DPA 1998 and do nothing to cause London Councils to fail in its obligations under the DPA 1998.
2. **CONFIDENTIALITY AND FREEDOM OF INFORMATION**
   1. Neither the Parties or their employees or agents shall divulge to any third party or dispose of or part with possession, custody or control of any confidential matter or information including but not limited to information relating to the business affairs and dealings of the Parties provided to the other Party or otherwise coming into the possession or knowledge of the Party in the course of the performance of this Agreement (“Confidential Information”), other than in accordance with the express provisions of this Agreement, or with the written consent of that Party, or if the Confidential Information:
      1. is or becomes public knowledge (otherwise than by breach of this condition);
      2. comes into the possession of the other Party without restriction as to its disclosure;
      3. is received from a third party which lawfully acquired it and who is under no obligation restricting its discharge; or
      4. is required to be disclosed by law or by order of a court of competent jurisdiction or by any governmental or regulatory authority.
   2. The Provider may request that certain information, relevant to its obligations under this Agreement, be classified and treated as reserved information under the Freedom of Information Act 2000 (“the FOIA”) and therefore not disclosable by London Councils to third parties on the following grounds on the basis that it is exempt from disclosure under the FOIA. The Provider may designate unit prices where applicable or more detailed pricing information as reserved information.
   3. The Provider must comply with all requests for information they receive from London Councils in relation to this Agreement, and as relevant necessary to enable London Councils to meet its obligations under the FOIA, in a timely and efficient manner.
   4. Information which is agreed between the Parties to be reserved information will be specified in Schedule 1 to this Agreement including the exemptions under the FOIA which apply to each specified class category or specific information. In each case, the Schedule will indicate when it is likely that the information can be made available under the FOIA.
   5. Information relating to the overall value performance or completion of this Agreement, and/or information relating to contract records and administration, will not be accepted as reserved information. London Councils may however withhold access to such information under the FOIA in appropriate cases. The decision as to whether to withhold information will be for London Councils alone to determine. It will have no obligation to consult the Provider.
   6. Should it subsequently transpire that any information has been incorrectly classified as reserved information by the Provider or any competent public authority orders the information to be released the Provider will immediately deliver such information to London Councils and reimburse all the costs incurred by London Councils as a result of the Provider seeking to classify the information as reserved information.
3. **GENERAL**

**Publicity**

* 1. The Provider must publicise the fact that the ESF and the party providing match funding (London Councils), are funding or part-funding your Project. This publicity should ensure that:
     1. participants are aware that their training is partly financed by the ESF and London Councils;
     2. the Provider raises awareness of the ESF and London Councils, ESF co-financing amongst potential participants and the general public;
     3. where it is impractical to use the logos of the ESF and London Councils, in communications or publicity, wording must be included to the effect that the Project is part funded by the EU through the ESF and either London Councils or the relevant London local authority.
  2. The Provider must publicise the project on their organisations website, undertaking such considerations as described in clause 10.1.

**State Aid Regulations**

* 1. In cases where the European rules on State Aid apply to the Project to be delivered under this Agreement, London Councils will inform the Provider of their relevant obligations. Details of these obligations will be recorded in Project Handbook and will include the details of records the Provider will be required to keep to meet relevant obligations under State Aid rules. See ESF Manual 3 Section 2.22 State Aids.

**Contracts Rights of Third Parties**

* 1. Nothing contained in this Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contract (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

**Notices**

* 1. All notices which are required to be given or received under this Agreement shall be in writing addressed to the Corporate Director of Services of London Councils. Any such notice may be delivered personally or by first class pre-paid letter or by facsimile transmission and shall be deemed to have been served if by personal delivery when delivered, if by first class post 48 hours after posting, and if by facsimile transmission on successful transmission.

**Assignment**

* 1. Neither Party to this Agreement may assign any right or obligation under this Agreement.

**Good Faith**

* 1. Each Party undertakes to act in good faith and to do all things reasonably within its powers which are necessary or desirable to give effect to the spirit and intent of this Agreement.

**Indemnity and Insurance**

* 1. The Provider shall indemnify London Councils against all claims in respect of personal injury or loss of or damage to property arising out of this Agreement. This includes all liability, damages, costs, charges and expenses in relation to those claims except to the extent that such injury, loss or damage was caused by the negligence of London Councils its employees or agents.
  2. The Provider shall at all times maintain adequate insurance to cover its liability under the indemnity contained in this section and maintain adequate public liability and employers liability insurance in relation to this Agreement, such insurance not to be less than £1 million.

**Variations**

* 1. No variation to this Agreement shall be valid or effective unless made in writing signed by both Parties.

**No Partnership**

* 1. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties and none of them shall have any authority to bind the others in any way except as provided in this Agreement.

**Waiver**

* 1. No failure by a Party to exercise and no delay in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive or any rights or remedies unless otherwise provided by law.

**Governing Law and Disputes**

* 1. If any dispute arises out of this Agreement which cannot be amicably settled between the Parties then the Parties will attempt to settle such dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure current at the date or referral. Neither Party will commence any legal proceedings or (where applicable) arbitration in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.
  2. Subject to the terms set out in Clause 10.12 the Parties irrevocably submit to the exclusive jurisdiction of the English courts; the Agreement will be governed by and construed in accordance with the Laws of England.

**Review**

* 1. The Parties shall review the delivery of the Project under this Agreement at least quarterly either in person or by written report.

**Continuing Agreement**

* 1. All provisions of this Agreement shall, so far as they are capable of being performed and served, continue in full force and effect notwithstanding termination, expect in respect of those matters already performed.

**Severability**

* 1. Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

**Termination**

* 1. Either Party may terminate this Agreement on giving at least 40 calendar days notice in writing.
  2. The provider agrees not to

a) undertake, support or promote any activity or organisation intended to provide or engage in Excluded Services using the Grant that the Committee provides

b) publish any material which, in whole or part, appears to be designed to affect public support for a political party where the Grant is made in whole or part for the purposes of publishing material

**EXECUTION**

1. This Agreement is executed by a properly authorised person signing this Agreement on behalf of each Party in the form set out below.

SIGNED: ……………………………………………………………….

DATED: …………………………………………………………………

FULL NAME: Nicholas Lester

POSITION: Corporate Director of Services

**(being duly authorised to act on behalf of London Councils)**

SIGNED: ……………………………………………………………….

DATED: …………………………………………………………………

FULL NAME: ……………………………………………………………

POSITION: ……………………………………………………………..

**(being duly authorised to act on behalf of the Provider)**

If your organisation is **unincorporated**, the following Management Committee Resolution should be completed.

**MANAGEMENT COMMITTEE RESOLUTION**

The Management Committee of (full name of organisation)

has authorised the following:

|  |  |  |
| --- | --- | --- |
| **Name of Person in Block Capitals:** |  |  |
|  |  |  |
| **Signature of Person:** |  |  |
|  |  |  |
| **Position in Organisation:** |  |  |
|  |  |  |

to sign grant undertakings given to London Councils Grants Committee

|  |  |  |
| --- | --- | --- |
| **Date of Authorisation:** |  |  |

Two members of the Management Committee, other than the signatory, must sign the following to endorse the above and confirm that it is a true signature of the authorised person.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name:** |  |  | **Name:** |  |
|  |  |  |  |  |
| **Position:** |  |  | **Position:** |  |
|  |  |  |  |  |
| **Signature:** |  |  | **Signature:** |  |

**SCHEDULE 1**

**PROJECT DESCRIPTION**

1. The Project to be provided under this Agreement is: XXX (“the Project”).

* + 1. The Project is funded from XXX until XXXX.
    2. The total funding to be paid to the Provider under this Agreement is: £XXX, which is calculated on the basis of the outputs and results for payment set out in the Project Specification appended at Annex A.
    3. Where the ESF funding for the Project is being Match Funded by London Councils in accordance with the Grants Scheme, the finance provided under this Agreement to the Provider may only be used to directly or indirectly benefit either the whole of Greater London or more than one London local authority area.
    4. Where ESF funding for the Project is being Match Funded by one or more London local authority’s, subject to the appropriate agreement of the London Regional ESF Committee and the relevant London local authority’s, the Project’s participants must reside within those London local authority areas.
    5. The Project will be provided by the Provider in accordance with:

1. the London Councils ESF Co-Financing Plan;
2. the project specification, dated XXX (“the Project Specification”) appended at Annex A to this Agreement;
3. the Profile form (Annex C);
4. the Application by the Provider for funding to deliver the Project, dated on or before XXX, which includes a Project Description (“the Provider’s Application”), appended at Annex E to this Agreement;
5. the London Councils ESF Programme Project Handbook, dated April 2013 (“the Project Handbook”) appended at Annex F to this Agreement;
6. any subsequent terms agreed by the Parties and set down at paragraph 7 below.
   * 1. The Provider agrees to meet the following obligations, additional to those set out above:

# Annex A

**Project specification**

# Annex B

**Bank details form**

**Annex C**

**Profile form**

**Annex D**

**Budget**

**(Revised if applicable)**

**Annex E**

**Original tender**

**Annex F**

**Project Handbook and annexes**