

Contract Reference Number: GLA 80444

Date: June 2013

**Contract for Services**  
**between**  
***Greater London Authority***  
**and**  
***Rocket Science UK Ltd***

## Contents

CLAUSE	HEADING .....	PAGE
1.	DEFINITIONS AND INTERPRETATION .....	4
2.	COMMENCEMENT AND DURATION .....	11
3.	THE SERVICES .....	12
4.	CHARGES .....	13
5.	PAYMENT PROCEDURES AND APPROVALS .....	13
6.	WARRANTIES AND OBLIGATIONS .....	15
7.	OPERATIONAL MANAGEMENT .....	16
8.	SERVICE PROVIDER'S PERSONNEL .....	16
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP .....	17
10.	CONFLICT OF INTEREST .....	18
11.	ACCESS TO PREMISES .....	19
12.	COMPLIANCE WITH POLICIES AND LAW .....	19
13.	CORRUPT GIFTS AND PAYMENT OF COMMISSION .....	25
14.	EQUIPMENT .....	25
15.	QUALITY AND BEST VALUE .....	26
16.	RECORDS, AUDIT AND INSPECTION .....	26
17.	SET-OFF .....	27
18.	INDEMNITY .....	27
19.	INSURANCE .....	27
20.	THE AUTHORITY'S DATA .....	28
21.	INTELLECTUAL PROPERTY RIGHTS AND LONDON 2012 .....	28
22.	PROTECTION OF PERSONAL DATA .....	29
23.	CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY .....	29
24.	FREEDOM OF INFORMATION .....	31
25.	DISPUTE RESOLUTION .....	32
26.	BREACH AND TERMINATION OF CONTRACT .....	33
27.	CONSEQUENCES OF TERMINATION OR EXPIRY .....	34
28.	DECLARATION OF INEFFECTIVENESS .....	35
29.	SURVIVAL .....	36
30.	RIGHTS OF THIRD PARTIES .....	37
31.	CONTRACT VARIATION .....	37
32.	NOVATION .....	37
33.	NON-WAIVER OF RIGHTS .....	37
34.	ILLEGALITY AND SEVERABILITY .....	37
35.	NOTICES .....	38
36.	ENTIRE AGREEMENT .....	38
37.	COUNTERPARTS .....	39

38.	<b>RELATIONSHIP OF THE PARTIES</b>	39
39.	<b>FURTHER ASSURANCE</b>	39
40.	<b>GOVERNING LAW</b>	39
	SCHEDULE 1 - KEY CONTRACT INFORMATION	41
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	43
	SCHEDULE 3 - SPECIFICATION FOR MANAGING AGENT	51
	SCHEDULE 4 – CHARGES	64
	SCHEDULE 5 - PROJECT PLAN	65
	1. INTRODUCTION	66
	2. UNDERSTANDING THE CONTEXT OF THE LSEF	70
	3. DESIGN AND PLANNING ASSUMPTIONS	71
	4. MEETING THE GLA'S REQUIREMENTS	74
	5. RISK ANALYSIS	83
	6. PROJECT TEAM AND EXPERIENCE	87
	COSTINGS AND BUDGETS – OPTION 1	92
	COSTINGS AND BUDGETS – OPTION 2	93
	8. REFERENCES	97
	SCHEDULE 6 - FORM FOR VARIATION	105
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS	107

**THIS CONTRACT** is made the            day of

2013

**BETWEEN:**

- (1) The Greater London Authority (“**the Authority**”); and
- (2) Rocket Science UK Ltd, a company registered in England and Wales  
Company Registration Number SC219011 whose registered office is  
at 70 Cowcross Street, London EC1M 6EJ (“**the Service Provider**”).

**RECITALS:**

- A. The GLA is seeking to appoint a Service Provider to undertake the daily management of the LSEF-Small Grants Programme. The Programme will provide a number of grants, with a minimum value of £30,000 and a maximum value of £75,000. Initially funding of £1m will be made available for the Small Grants Programme, with the potential for additional funding (and funding rounds) over the lifetime of the programme. The grant will be used to fund activity for up to two academic years (Sept 2013-Sept 2015); grant agreements will be issued from September 2013.

The principle role of the service provider will be to deliver the Small Grants programme on behalf of the GLA and to meet the requirements described in the specification. The Managing Agent will only manage the Small Grants Programme (which is part of the London Schools Excellence Fund).

- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

**THE PARTIES AGREE THAT:**

1. **Definitions and Interpretation**

In the Contract (including the Recitals):

1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

<b>“Approved Driver Training”</b>	the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training the details of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Authority Premises”</b>	any land or premises (including temporary buildings) owned or occupied by or on behalf of the Authority (and where the Authority is TfL, including any member of the TfL Group);
<b>“Bronze Membership”</b>	the minimum level of FORS membership, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Business Day”</b>	any day excluding Saturdays, Sundays or public or bank holidays in England;
<b>“Car-derived Vans”</b>	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
<b>“Cessation Plan”</b>	a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;
<b>“Charges”</b>	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 and/or Clause 31;
<b>“Class VI Mirror”</b>	a mirror fitted to a Freight Vehicle that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
<b>“Close Proximity Sensor”</b>	a device consisting of either a camera and/or a sensor system that detects objects in a vehicle’s blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned

	movement of the vehicle when the vehicle's indicators are engaged;
<b>“Collision Report”</b>	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
<b>“Confidential Information”</b>	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (and where the Authority is TfL, including the TfL Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority (and where the Authority is TfL, any member of the TfL Group);
<b>“Contract”</b>	this contract, including the Schedules and all other documents referred to in this contract;
<b>“Contract Information”</b>	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
<b>“Contract Manager”</b>	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
<b>“Contract Commencement Date”</b>	the date for commencement of the Contract specified in Schedule 1;
<b>“Declaration of Ineffectiveness”</b>	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
<b>“Driver”</b>	any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service

	Provider while delivering the Services;
<b>“DVLA”</b>	Driver and Vehicle Licensing Agency;
<b>“Force Majeure Event”</b>	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 Party relying on the Force Majeure Event ( <b>“Affected Party”</b> ) to perform its obligations in accordance with the terms of the Contract 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;
<b>“FORS”</b>	the Fleet Operator Recognition Scheme, which is an accredited membership scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate members to improve their compliance with relevant laws and their environmental, social and economic performance;
<b>“FORS Membership Terms”</b>	the terms of the membership agreement of the Fleet Operator Recognition Scheme, a copy of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>
<b>“Freight Vehicle”</b>	a Lorry, a Van or a Car-derived Van;
<b>“Holding Company”</b>	any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;
<b>“Insolvency Event”</b>	any of the following:  (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration

order;

- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Service Provider and/or the Holding Company;
- (c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

**“Intellectual Property Rights”**

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

**“Key Personnel”**

the Service Provider’s key personnel named in Schedule 1;



<b>“Lorry”</b>	a vehicle with an MAM exceeding 3,500 kilograms;
<b>“Losses”</b>	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
<b>“MAM”</b>	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
<b>“Milestone”</b>	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
<b>“Parties”</b>	the Authority and the Service Provider (including their successors and permitted assignees) and <b>“Party”</b> shall mean either of them as the case may be;
<b>“Procurement Manager”</b>	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
<b>“Project Plan”</b>	the plan (if any) for implementation and/or project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
<b>“Service Commencement Date”</b>	the date for commencement of the Services set out in Schedule 1;
<b>“Service Provider Equipment”</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
<b>“Service Provider’s Personnel”</b>	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key

	Personnel;
<b>“Services”</b>	<p>(a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services and/or activities pursuant to Clause 31; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
<b>“Side Guards”</b>	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
<b>“Specification”</b>	the specification and other requirements set out in Schedule 3;
<b>“Term”</b>	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
<b>“TfL”</b>	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
<b>“TfL Group”</b>	TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any <b>“member of the TfL Group”</b> shall refer to TfL or any such subsidiary;
<b>“Transparency Commitment”</b>	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;
<b>“Van”</b>	a vehicle with a MAM not exceeding 3,500 kilograms; and

**“VAT”**

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
  - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
  - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

**2. Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

### **3. The Services**

#### **3.1 The Service Provider:**

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

#### **3.3 The Service Provider shall provide the Services:**

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

3.4 Where reasonably requested to do so by the Greater London Authority or any of its other functional bodies (currently, Transport for London, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) and provided the Service Provider is willing to so contract, the Service Provider shall contract with the GLA or such other functional body of the GLA on the terms of

this Contract with only the necessary changes of Parties' details being made.

3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

#### **4. Charges**

4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

#### **5. Payment Procedures and Approvals**

5.1 The Service Provider shall invoice the Authority in respect of the Charges:

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall

contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.

- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
  - 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
  - 5.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
  - 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
  - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

- 5.7 Interest shall accrue at the interest rate of two percent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

## **6. Warranties and Obligations**

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its holding company as defined in section 1159 of the Companies Act 2006) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

## **7. Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.

- 7.2 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

## **8. Service Provider's Personnel**

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or, where TfL is the Authority any member of the TfL Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel



from performing the Services and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or where TfL is the Authority the TfL Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

## **9. Sub-Contracting and Change of Ownership**

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
  - 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
  - 9.2.2 be responsible for payments to that person;
  - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or

delay in performance had been carried out by the Service Provider;

9.2.4 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and

9.2.5 where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where :

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

## 10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or where TfL is the Authority any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or where TfL is the Authority any member of the TfL

Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

## **11. Access to Premises**

11.1 Subject to Clause 8.4 any access to any Authority Premises made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging and/or low emission zone charging. The Service Provider shall:

11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;

11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and

11.1.5 not damage the Authority Premises or any assets on Authority Premises.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and where TfL is the Authority any member of the TfL Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

## **12. Compliance with Policies and Law**

12.1 The Service Provider, at no additional cost to the Authority:

- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, [www.tfl.gov.uk](http://www.tfl.gov.uk))) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
- 12.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 76A of the Sex Discrimination Act 1975, section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and cooperate with the Authority where possible in satisfying this duty;
- 12.1.5 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London

Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination; and

12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

12.1.6 shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 1 and section 149 of the Equality Act 2010 as and when section 1 and/or section 149 come into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;

12.1.7 Where the GLA is the Authority the Service Provider shall:

12.1.7.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.6 as are relevant to the Contract and the Service Provider's activities;

12.1.7.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.6;

12.1.7.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.6;

12.1.7.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition

12.1.7 as if the sub-contractor were in the position of the Service Provider;

12.1.7.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.7. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.7; and

12.1.7.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, or the Equality Act 2010.

12.1.8 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.8, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.9 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.10 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of

any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

### **Fleet Operator Recognition Scheme Membership**

- 12.3 Where the Service Provider operates Freight Vehicles, it shall within 90 days of executing the Contract:
  - 12.3.1 (unless already registered) register for membership of FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to membership of FORS (the "Alternative Scheme"); and
  - 12.3.2 have attained the standard of Bronze Membership of FORS (or higher) or the equivalent within the Alternative Scheme.
- 12.4 The Service Provider shall maintain the standard of Bronze Membership (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Membership Terms or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Membership of FORS, the maintenance requirements shall be undertaken in accordance with the periods set out in their FORS Silver or Gold membership agreement.
- 12.5 The Service Provider shall use its best endeavours to ensure that those of its sub-contractors who operate Freight Vehicles shall comply with clauses 12.3 and 12.4 as if they applied directly to the sub-contractor.

### **Safety Equipment on Vehicles**

- 12.6 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:
  - 12.6.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that

the vehicle will not perform the function for which it was built if Side Guards are fitted;

12.6.2 have a Close Proximity Sensor;

12.6.3 have a Class VI Mirror; and

12.6.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

### **Driver Licence Checks**

12.7 The Service Provider shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last 12 months:

12.7.1 0 – 3 points on the driving licence – annual checks;

12.7.2 4 – 8 points on the driving licence – six monthly checks;

12.7.3 9 – 11 points on the driving licence – quarterly checks; or

12.7.4 12 or more points on the driving licence – monthly checks.

### **Driver Training**

12.8 The Service Provider shall ensure that each of its Drivers who has not undertaken:

12.8.1 Approved Driver Training in the last three years, undertakes Approved Driver Training within 60 days of the commencement of this Contract;

12.8.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or an equivalent safety module provided by the Alternative Scheme).

### **Collision Reporting**

12.9 Within 15 days of the commencement of this Contract, the Service Provider shall provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report on a quarterly basis and within five working days of a written request from the Authority.

### **FORS Reports**



- 12.10 Within 30 days of its becoming a member of FORS or of the Alternative Scheme, the Service Provider shall make a written report to the Authority at [fors@tfl.gov.uk](mailto:fors@tfl.gov.uk) detailing its compliance with clauses 12.6, 12.7 and 12.8 of this Contract (the “Safety, Licensing and Training Report”). The Service Provider shall provide updates of the Safety, Licensing and Training Report to the Authority at [fors@tfl.gov.uk](mailto:fors@tfl.gov.uk) on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

### **Obligations of the Service Provider Regarding Subcontractors**

- 12.11 The Service Provider shall procure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

12.11.1 For Lorries – Clauses 12.6, 12.7, 12.8 and 12.9; and

12.11.2 For Vans – Clauses 12.6.4, 12.7, 12.8 and 12.9.

### **Failure to Comply with Freight-related Obligations**

- 12.12 Without limiting the effect of clause 26, if the Service Provider fails to comply with clauses 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10 and 12.11:

12.12.1 the Service Provider has committed a material breach of this Contract; and

12.12.2 the Authority may refuse the Service Provider, its employees, agents and Freight Vehicles entry onto any property that is owned, occupied or managed by the Authority.

## **13. Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority or where TfL is the Authority any member of the TfL Group nor favour any employee, officer or agent of the Authority or where TfL is the Authority any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority or where TfL is the Authority any member of the TfL Group other than as a representative of the Authority, without the Authority’s prior written approval.

## **14. Equipment**

- 14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

14.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

14.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

## 15. **Quality and Best Value**

15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

## 16. **Records, Audit and Inspection**

16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

- 16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or where TfL is the Authority under any other contract with any member of the TfL Group or the Authority may recover such amount as a debt.

18. **Indemnity**

- 18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and where TfL is the Authority the other members of the TfL Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of the Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority and/or where TfL is the Authority any other member of the TfL Group including by any of their respective employees, agents or sub-contractors.

19. **Insurance**

- 19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on

each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

- 19.1.1 public liability to cover injury and loss to third parties;
  - 19.1.2 insurance to cover the loss or damage to any item related to the Services;
  - 19.1.3 product liability; and
  - 19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 19.2 The insurance cover will be maintained with a reputable insurer.
- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.
- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.
- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

## **20. The Authority's Data**

- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

## **21. Intellectual Property Rights and London 2012**

- 21.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings,

computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.

- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.
- 21.5 The Service Provider shall not (without the prior written approval of the London Organising Committee of the Olympic Games Limited ("LOCOG") in each case) represent that any Products or Services provided under the Contract have been endorsed or approved by the Authority, the British Olympic Association, the British Paralympic Association, LOCOG or any other official Olympic or Paralympic body, or that the Service Provider (including any of its products or services) are in any way associated with those organisations, the Olympic Games and/or Paralympic Games, or London 2012, including by publishing or issuing any statement (factual or otherwise) about the Service Provider's provision of the Products or Services to the Authority.

## 22. **Protection of Personal Data**

- 22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from the Authority.

## 23. **Confidentiality, Announcements and Transparency**

- 23.1 Subject to Clause 23.6 and Clause 24, the Service Provider will keep confidential:

- 23.1.1 the terms of this contract; and

- 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:
- 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
- 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 23.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 24.1 below) . The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 23.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

23.8 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information**

24.1 For the purposes of this Clause 24:

24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

24.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

24.2 The Service Provider acknowledges that the Authority:

24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or where TfL is the Authority any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

24.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

## 25. **Dispute Resolution**

25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.

25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.

25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.

25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay



or disruption while the Dispute is being resolved pursuant to this Clause 25.

- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

**26. Breach and Termination of Contract**

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

26.1.1 except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

26.1.2 the Service Provider is subject to an Insolvency Event;

26.1.3 in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;

26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.

- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 6 and/or any of its other obligations in respect of the Services under the Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and

attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.
27. **Consequences of Termination or Expiry**
- 27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose

upon any recipient of such information such obligations of confidentiality as it may require.

27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

27.3 Upon expiry or termination of the Contract (howsoever caused):

27.3.1 the Service Provider shall, at no further cost to the Authority:

27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of the Contract under Clause 26.1 or a cessation of any Services under Clause 26.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 26.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

## **28. Declaration of Ineffectiveness**

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the

Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.

28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 28.

## 29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

**30. Rights of Third Parties**

- 30.1 Save that any member of the TfL Group and the GLA has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including the GLA or any member of the TfL Group.

**31. Contract Variation**

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

**32. Novation**

- 32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

**33. Non-Waiver of Rights**

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

**34. Illegality and Severability**

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the

remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

**35. Notices**

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

**36. Entire Agreement**

**36.1 Subject to Clause 36.2:**

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

- 36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. **Counterparts**

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

38. **Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

40. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

Signed by for and on behalf of **Service Provider:**

Signature	_____
Name	_____
in BLOCK CAPITALS	_____
Position	_____
Date	_____

Signed by for and on behalf of **The Authority:**

Signature	_____
Name	_____
in BLOCK CAPITALS	_____
Position	_____
Date	_____



## **SCHEDULE 1 - KEY CONTRACT INFORMATION**

- 1. Contract Reference Number:** GLA 80444
- 2. Name of Service Provider:** Rocket Science UK Ltd
- 3. Commencement:**
  - (a) Contract Commencement Date:** 18 June 2013
  - (b) Service Commencement Date:** 18 June 2013
- 4. Duration/Expiry Date:** 24 months / Expiring May 2015
- 5. Address where invoices shall be sent:** The GLA  
Accounts Payable  
PO Box 454276  
14 Pier Walk  
North Greenwich  
London  
SE1 OES

**6. Details of the Authority's Contract Manager**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**7. Details of the Authority's Procurement Manager**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**8. Details of Service Provider's Key Contact:**

**Name:**

[REDACTED]

**9. Notice period in accordance with Clause 26.4 (termination without cause): 90 days**

**10. Address for service of notices and other documents in accordance with Clause 35:**

**For the Authority:**

[REDACTED]

**For the Service Provider:**

[REDACTED]

**11. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:** There will be no requirement for the Authority to provide any office facilities.

## SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

**A.1** For the purposes of these special conditions the following terms shall have the meanings ascribed to them below:

**A.1.1** “**Application Form**” means the application form which the Service Provider will use when conducting the Application Process, and will be drawn up by the Service Provider and agreed by the Authority, for issue by 30 June 2013;

**A.1.2** “**Application Process**” means the process agreed between the Service Provider and the Authority by which the Service Provider shall identify persons in respect of whom it shall recommend to the Authority to enter into End Recipient Funding Agreements in accordance with special conditions A.3 to A.7 (inclusive);

**A.1.3** “**End Recipient Funding Agreements**” means the funding agreements into which the Authority shall enter with End Recipients;

**A.1.4** “**End Recipients**” means the Authority approved third party recipients with whom the Authority shall enter into End Recipient Funding Agreements.

**A.1.5** “**Grant Funding Allocations**” means the sums paid by the Authority to the Service Provider for payment (on behalf of the Authority pursuant to End Recipient Funding Agreement) to End Recipients solely to enable the Authority’s fulfilment of its obligations to End Recipients under the End Recipient Funding Agreements.

- A.2** For the avoidance of doubt and without prejudice and in addition to the provisions of the Specification the Service Provider hereby agrees that in providing the Services it shall:
- A.2.1** comply with the funding approval process set out at special conditions A.3 to A.7 (inclusive);
  - A.2.2** hold any and all Grant Funding Allocations to the order of and on trust for the Authority and in a separate designated account and not use the same for any purpose other than to meet its obligations of the Authority under End Recipient Funding Agreement;
  - A.2.3** show Grant Funding Allocations and related expenditure as a restricted fund under the description "Small Grants programme funding" in its annual accounts. If the Service Provider has more than one restricted fund it shall include a note to the accounts identifying each restricted fund separately;
  - A.2.4** record details of the End Recipient Funding Agreements to which each Grant Funding Allocation relates separately in the notes to the accounts;
  - A.2.5** identify any unused Grant Funding Allocations separately in its accounting records;
  - A.2.6** account fully to the Authority for any interest accrued on Grant Funding Allocations (whether used or unused) whilst in the Service Provider's accounts and shall pay the same to the Authority upon demand;
  - A.2.7** establish, implement and utilise effective monitoring and financial systems, so that as a minimum the Grant Funding Allocations can be clearly identified (by End Recipient) and the

propriety and regularity of all payments and handling of the Grant Funding Allocations are ensured;

- A.2.8** notify the Authority of the monitoring and financial systems in place, and comply with the Authority's reasonable requirement for these systems;
- A.2.9** notify the Authority immediately if any financial irregularity in the use of any Grant Funding Allocation is suspected, and indicate the steps being taken in response. "Irregularity" means any fraud or other impropriety, mismanagement or use of funds for any purposes other than those approved;
- A.2.10** notify the Authority immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
- A.2.11** where the grant of funding to End Recipients is approved by the Authority in accordance with special conditions A.3 to A.7 (inclusive) the Service Provider shall:
  - (a) draft the End Recipient Funding Agreements using the standard template for the Authority approved End Recipients;
  - (b) monitor and review End Recipients' compliance with and exercise such rights and remedies, on behalf of the Authority under all End Recipient Funding Agreement entered into (provided always prior to such exercise the Service Provider shall first consult with the Authority);
  - (c) make all relevant documents available and provide access at any time for:
    - i) inspection visits and scrutiny of files by the Authority, Department of Education and/or

anyone acting on their behalf and/or regulatory body; and

- ii) any external audit and review of the Authority's Small Grants Programme and of financial appraisal and monitoring systems.

**A.2.12** ensure that the logos set out in Appendix 2 to the End Recipient Funding Agreement Terms (as set out at Appendix 1 to this Schedule 2) are incorporated into all documentation, materials and communications related to or in connection with the provision of the Services;

**A.2.13** not do anything (in the opinion of the Authority) that may place the Authority, the Mayor of London and/or any third party partner or sponsor of the Authority including (without limitation) the Department of Education in disrepute or harm any of their reputations.

#### **Approval Process**

**A.3** Prior to the Authority entering into End Recipient Funding Agreements (and in any event at least one month in advance of the intended commencement date of any End Recipient Funding Agreement) the Service Provider shall:

**A.3.1** conduct the Application Process;

**A.3.2** report the outcome of the application of the Application Process to the Authority making recommendations to the Authority to enter into End Recipient Funding Agreements;

**A.3.3** provide the Authority with full details of how:

- (a) and why the project in respect of which it is to be recommended that a End Recipient Funding

Agreements be entered into was identified as facilitative of the delivery of the objectives of the Authority's Small Grants Programme funding scheme;

- (b) such project will be implemented, managed and monitored;
- (c) a copy of the proposed project plan with clearly defined milestones and deliverables;
- (d) full details of the costs of such projects with a detailed breakdown of the same;
- (e) any further information that the Authority may reasonably require.

**A.4** The Service Provider shall also provide the Authority with copies of Application Forms of persons whom it recommends should be approved as End Recipients, supporting documentation and any other information the Authority requests.

**A.5** Following receipt of the materials noted at special conditions A.3 and A.4 the Authority shall consider the same and shall within a reasonable period of such receipt notify the Service Provider that either:

- (a) it approves the Service Provider's recommendations;
- (b) it approves the Service Provider's recommendations subject to certain conditions being met;
- (c) requires the Service Provider to provide it with further information concerning the recommendations and/or to present the recommendations to the Authority; and/or

(d) it does not approve the recommendations.

- A.6** In the event that the Authority approves a recommendation subject to conditions, the Service Provider shall demonstrate (to the reasonable satisfaction of the Authority) how those conditions shall be met and provide the Authority with full details of the same for the Authority's approval. Any claim by the Service Provider for Grant Funding Allocations in respect of the same shall only be paid by the Authority if the Authority is satisfied that it has been or is being delivered fully in accordance with such conditions and this Contract.
- A.7** Following the Authority's approval of recommendations and a copy of the executed End Recipient Funding Agreements being provided to the Service Provider, in accordance with the foregoing special conditions, the Service Provider shall be entitled to make quarterly claims, in advance to the Authority for Grant Funding Allocations in respect of such End Recipient Funding Agreements with approved End Recipients, which are payable in the following quarter.
- A.8** Provided always that the Service Provider provides the Services fully in accordance with this Contract and to the reasonable satisfaction of the Authority [– as above], the Authority shall pay the Service Provider's claims for Grant Funding Allocations within 30 days of the Service Provider's submission to the Authority of the claim by the Service Provider.
- A.9** Without prejudice and in addition to the other rights and/or remedies of the Authority at law or under this Contract, if the Service Provider fails to comply fully with the provisions of this Contract then the Authority may at its absolute discretion reduce, suspend or withhold Grant Funding Allocations or require all or part of Grant Funding Allocations to be repaid.
- A.10** If the Authority becomes entitled to exercise its rights under special condition A.10 it may nevertheless decide not to exercise those rights, or not to



exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the Authority's rights under special condition A.10, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Service Provider provided always that any such decision by the Authority shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.

## Appendix 1

### 1. *The Authority's Logos*

**MAYOR OF LONDON**

**GREATERLONDONAUTHORITY**

### 2. *The Department of Education's Logo*



Department  
for Education

## **SCHEDULE 3 - SPECIFICATION FOR MANAGING AGENT**

### **LONDON SCHOOLS EXCELLENCE FUND: SMALL GRANTS PROGRAMME**

#### **1. Introduction and Background Information**

The Greater London Authority (GLA) is seeking a Service Provider to launch and administer the London Schools Excellence Fund - Small Grants programme which includes: developing “requests for proposals” assessing applications, administering grants, managing the relationships with grantees and monitoring and reporting.

##### **1.1 The Mayor's Education Programme**

The London Schools Excellence Fund (the Fund) is part of the Mayor's Education Programme, which follows on from The Mayor's Education Inquiry held between 2011 and 2012. The Fund is a key mechanism to deliver excellent teaching in all London schools and will work alongside other initiatives including the London Schools Gold Club scheme and the London Curriculum. The Department for Education is contributing £20 million under the Department's education standards programme, with a further £4.25 million from the GLA.

##### **1.2 Context**

“A rising tide lifts all boats”...Tony Sewell, Chair of the Mayor's Education Inquiry Panel

London's schools are already performing well compared to other regions in England but if London is to maintain its status as a global city, they also need to match the success of schools in other international cities. Research from Britain and abroad shows that the quality of teaching is the number one factor to improve children's attainment at school and can narrow the gap in educational outcomes. The Mayor's Education Inquiry Panel identified the teaching of subject knowledge in core academic disciplines as a particular area of improvement for London schools, which is why we have made this the specific focus of the Fund.

The Fund will encourage schools to support teachers in their individual subject specialisms across primary and secondary levels. With this approach the Fund follows the new National Curriculum in prioritising subject knowledge and academic disciplines in education. It is also an opportunity to encourage schools to learn from each other and forge new partnerships.

The aim is for the Fund to achieve significant and noticeable improvement for children and young people's educational attainment in London.

The GLA has identified specific ways in which this can be achieved, reflecting the findings of the Mayor's Education Inquiry: “Excellent teaching stretches all children: the brightest, those who struggle most, and those ‘treading water’ in the middle. “ By raising standards for the middle and top of the academic spectrum, the GLA believe standards will also be raised at the lower level too.

Many London schools have already demonstrated significant improvements for children from disadvantaged backgrounds through a culture of high aspiration and ambition for every child. They have a strong focus on leadership, collaborative working and a forensic use of data to maintain pupil progress. However, some London schools are doing markedly better than others for different groups of children and their practice could be shared more widely.

The aim is for all children in the capital to leave primary school meeting the expected national standard in literacy and numeracy. London schools must also increase the numbers achieving Level 5 or 6 at primary school and ensure that more students translate their success at Key Stage 2 (with Level 4 and above) to achieve good GCSEs at secondary school.

The Fund's focus on academic and subject specialism is a real opportunity to invigorate teaching quality and encourage classroom teachers to refresh and deepen their expertise in subject knowledge at both primary and secondary level.

The Fund will also help teachers, heads of departments or subject leaders to develop mechanisms to support professional networks. Alongside the Fund, the GLA will work in partnership with school improvement networks to capture and share the evaluation and learning.

## **2. The London Schools Excellence Fund**

### **2.1 The aims of the Fund are to:**

- I. Cultivate teaching excellence through investment in teaching and teachers so that attention is re-focused on knowledge-led teaching and curriculum.
- II. Support self-sustaining school-to-school and peer-led activity, plus the creation of new resources and support for teachers, to raise achievement in priority subjects in primary and secondary schools (English, mathematics, biology, chemistry, computer science, physics, history, geography, languages).
- III. Support the development of activity that has already been tested and has some evaluation (either internal or external), where further support is needed to develop the activity, take it to scale and undertake additional evaluation.
- IV. In the longer term, create cultural change and raise expectations in the London school system, so that London is acknowledged as a centre of teaching excellence and its state schools are among the best in the world.

### **2.2 The priorities of the Fund are:**

- **English and literacy:** To increase attainment at Key Stage 1, 2 and 3 in primary and secondary schools.
- **Mathematics and numeracy:** To increase attainment at Key Stage 1, 2 and 3 in primary and secondary schools.
- **Science, Technology, Engineering and Maths:** To improve results and numbers of pupils taking separate GCSE and A-Level sciences; biology, chemistry, physics plus other STEM subjects including computer science.

- **Modern foreign and ancient languages:** To improve results and numbers of pupils taking GCSE and A-Level modern foreign and ancient languages.

In addition the Fund will:

- Consider proposals which include the other EBacc subjects, history and geography.
- Support subject specific knowledge-led teaching in the EBacc subjects at primary school.

Finally, the Fund may also make a small number of grants in other subject areas where the intention is to scale up activity to have sub-regional or pan-London impact.

More information about the [London Schools Excellent Fund](#) can be found in [the prospectus](#) available on the GLA's website.

### 3. SMALL GRANTS PROGRAMME

#### 3.1 The Small Grants Programme (SGP):

The Small Grants programme shares the priorities of the Fund (listed above) and will operate in tandem with the Fund.

- 3.1.1 The SMP will form Round 2 of the Fund. This small and simplified round will enable:
  - schools to work together on teacher subject knowledge and professional development
  - schools to test the roll-out of good practice to other schools.
  - one school to work with at least one other school and provide an opportunity to carry out further evaluation and build on existing evidence
- 3.1.2 Grants in this programme will range from (a minimum of) £30,000 to (a maximum of) £75,000. Initially funding of £1m will be made available for the Small Grants Programme, with the potential for additional funding (and funding rounds) over the lifetime of the programme.
- 3.1.3 The grant will be used to fund activity for up to two academic years (Sept 2013-Spet 2015); grant agreements will be issued from September 2013.
- 3.1.4 This will be a one-stage application process (with clarification interviews, if required).
- 3.1.5 The Small Grants applications will be assessed against the same criteria as the grant applications submitted to the main Fund (see Appendix C for details).
- 3.1.6 Discretionary start-up funding will be paid for those smaller organisations that require it. All subsequent payments will be on a quarterly basis (accompanied by a quarterly project report and claim).
- 3.1.7 Applications for the Small Grants Programme will open in June 2013. This will be a rolling programme and applications will need to be assessed within eight weeks of receipt.

3.1.8 It is anticipated that the value of this Managing Agent contract will be between 10% and 12% of the total value of the fund.

## **3.2 Scope of Work**

### **3.3.1 Requirement**

The GLA is seeking to appoint a Service Provider to undertake the daily management of the LSEF-Small Grants Programme. The Fund will provide grants, with a minimum value of £30,000 and a maximum value of £75,000. The principle role of the service provider will be to deliver the Small Grants programme on behalf of the GLA and to meet the requirements described in the specification.

The Service Provider will be expected to provide the following services to support the delivery strands of the programme:

- i. Launch and promote the Small Grants Programme;
- ii. Grants administration;
- iii. Programme management;
- iv. General administration;
- v. Monitoring and Evaluation.

## **3.4 Deliverables**

The Service Provider will be expected to provide the following specific programme support functions under the following service headings:

### **3.4.1 Launch and promote the Small Grants Programme.**

- i. Undertake pre-launch activities including drafting application form (based on main Funds application form) and create an information pack for applicants.
- ii. Develop and compile the Small Grants "Request for Proposal", based on the LSEF prospectus.
- iii. Facilitate information workshops in support of the programme

### **3.4.2 Grant administration**

- iv. Co-ordinate and administer the grant award process
- v. Hold grant funding on trust for the GLA.
- vi. Invoice the GLA for the cumulative amount of all approved grant funds at least four times during the year (providing an Income & Expenditure statement with subsequent invoices).
- vii. Be able to register interest in grant funding by 21<sup>st</sup> June 2013.
- viii. Agree applications and programme funding criteria with the GLA (in line with requirements outlined in Appendix A) and publicise to potential applicants.
- ix. Log and receipt all funding applications (to a minimum value of £30,000 and a maximum value of £75,000 each).
- x. Prepare all grant agreements (using the GLA's grant agreement template) with the applicant for execution by the GLA

- xi. Acknowledge all funding applications through an appropriate letter / email stating that the organisation/individual requesting funding should not place any reliance on the funding until grant agreements are in place.
- xii. Prepare and send funding recommendations to the GLA decision-making panel for agreement, and attend these panels as and when required.
- xiii. Draft all grant correspondence to applicants providing notification of award or rejection.
- xiv. Prepare grant agreements (using GLA template) for the successful applicants for execution by the GLA.
- xv. Receipt/log all claim forms and invoices and co-operate with GLA Financial Audit requirements as appropriate.
- xvi. Provide funding to the successful applicants (note it is required that this funding will not be subject to VAT and that no profit can be made as a result of holding the grant funding).
- xvii. To act as first point of contact regarding all grants.
- xviii. To return to the GLA all legal documentation (grant agreements) and grant claim forms and ensure that all financial records are kept up to date and in a secure office environment.

#### **3.4.3 Programme management**

- i. Act as a first point of contact for applications and programme queries – to manage calls, emails and queries relating to grants and general LSEF Small Grants Programme information.
- ii. Encourage a wide range of high quality applicants to bid for the grants.

#### **3.4.4 General administration**

- i. To provide a single point of contact / project manager for the programme to the GLA.
- ii. To attend GLA meetings as required, respond to requests for information and provide regular monthly management reports to the GLA project manager.

#### **3.4.5 Monitoring and Evaluation**

- i. Implement and utilise effective monitoring and financial systems based on the existing GLA systems so that as a minimum funding allocations can be clearly identified and the propriety and regularity of all payments and handling of the Grant Funding Allocations are ensured.
- ii. Notify the GLA of all monitoring and financial systems in place, and comply with the Authority's requirements for these systems.
- iii. Make at least one monitoring visit per year for each grant-funded project.
- iv. Monitor and review the end recipient's compliance with the terms of the grant agreement.
- v. Work with the GLA and the appointed evaluators for the overall Small Grants Programme to build their requirements into monitoring and evaluation of grant funded projects.

## Appendix A - Additional Information

The Small Grants Programme will follow the main assessment criteria and core requirements of the Fund contained in the [prospectus](#) and will need to include any appropriate considerations applicable to the Small Grants Programme

### Small Grants Programme

1. The fund will provide grants to organisations which meet the core requirements of the Small Grants Programme.
2. The fund will provide grants to organisations which meet the due diligence requirements.
3. The fund will provide grants (with a minimum value) of £30,000 and (a maximum value) of £75,000.
4. The Small Grants Programme will fund:
  - Effective approaches to continuous development for teachers of expert knowledge and collaborative professional development
  - A mix of schools submitting bids in partnership with other schools or wider partners (including independent schools, HEI, business, third sector or cultural partners)
  - A commitment to sharing best practice and collaborating with other schools
  - Contribution to the development of a self-sustaining learning community of schools with a culture of exploration and innovation
  - Longer term sustainability/mainstreaming after the funding ceases.
  - Proposals / projects which include delivery or roll out to a minimum of 2 schools
5. Proposals that offer contributions-in-kind in support of the project, will be assessed favourably e.g. staff time, use of school equipment, etc.

### Core requirements for the Small Grants Programme

Small Grants applications will need to address the *core requirements* of the programme (which mirror the core requirements of the Fund) to be considered for funding. Applications will have to:

- Set out clearly the aims and objectives of their project and explain how the activity will raise attainment.
- Explain how their project supports the wider school or departmental plans for teacher professional development, numbers of teachers engaged/numbers of pupils benefiting and year or cohort groups, the wider impact you expect the project to have and a strategy for longer term sustainability after this funding finishes.
- Demonstrate good value for money; this does not mean necessarily the cheapest approach. For example, longer-term support for embedding teacher subject knowledge



and peer-to-peer learning in a school could have a better impact than a teacher attending a lower cost one-day course.

- Outline how the proposed activity will take place in at least two schools. The total number of schools will depend on the size and scale of proposed project and the grant size. Other partners can help deliver your project.
- Describe how the project will be sustained or continued, bearing in mind that the purpose of the Fund is to embed cultural change, raise pupil attainment and to place subject knowledge at the heart of professional teacher development.
- Show how the applicant school already has a commitment to sharing good practice and demonstrate a willingness to contribute to the development of a self-sustaining learning community of schools.
- Explain how current or previous evaluation activity evidences and substantiates the proposal, as well as plans for future evaluation if funding is successful. The activity and approach that you propose in your application will need to be evidence-based.

## Appendix B Assessment Criteria

Assessment criteria	Information needed in your application
<b>Your project</b>	<ul style="list-style-type: none"> <li>• Demonstrate how it meets specific Fund aims and priorities</li> <li>• Explain rationale of how the activity will raise attainment for pupils</li> <li>• Outputs – teacher/pupil numbers, year group/cohorts</li> </ul>
<b>Subject knowledge area/s</b>	<ul style="list-style-type: none"> <li>• Priority subject, EBacc subjects, other subjects (see Section 2)</li> <li>• Approach to developing teacher subject knowledge and subject specific teaching methods/pedagogy and method of support for subject knowledge</li> <li>• Method of embedding within and sharing across schools</li> </ul>
<b>Outcomes</b>	<ul style="list-style-type: none"> <li>• Teachers – e.g. measure of teacher quality/confidence before or after</li> <li>• Pupils – e.g. pupil attainment data, participation data</li> <li>• School and wider school system</li> <li>• Roll-out, scalability and sustainability e.g. the identification of the underpinning principles for transferability</li> </ul>
<b>Evidence</b>	<ul style="list-style-type: none"> <li>• Previous evaluation of work completed and/or evidence from elsewhere which supports the rationale of your project</li> <li>• Outline how you wish to evaluate your project</li> </ul>
<b>Experience and ability to deliver the proposal</b>	<ul style="list-style-type: none"> <li>• Your experience in delivering subject knowledge teacher professional development, school to school activity, or your previous experience of similar activity</li> <li>• Support for the project by at least two schools</li> </ul>
<b>Budget and value for money</b>	<ul style="list-style-type: none"> <li>• Your outline budget</li> <li>• Your match funding and/or funding in-kind</li> </ul>
<b>Your organisation</b>	<ul style="list-style-type: none"> <li>• Details of your organisation and assessment of financial capacity to deliver the size and scale of project you propose.</li> <li>• At Stage 1 organisations will be requested to confirm that they can provide details e.g. accounts and insurance (full list in the application form), further information will be collected with the Stage 2 application. Financial checks will only be carried out on organisations progressing to Stage 2.</li> <li>• The one-stage application (Round 2) will incorporate financial information. Further details are set out in Appendix 1.</li> </ul>

## Appendix C: Examples of Desired Outcomes

Teachers and teaching	
Outcomes	Longer Term Outcomes
<ul style="list-style-type: none"> <li>• Teachers in LSEF schools have increased subject-specific knowledge and greater awareness of subject-specific teaching methods.</li> <li>• Teachers in LSEF schools delivering higher quality, subject-focussed teaching.</li> <li>• Teachers in London using better subject-specific resources in their teaching.</li> <li>• Teachers in London making greater use of networks with other schools and colleagues to improve their subject knowledge and teaching.</li> </ul>	<ul style="list-style-type: none"> <li>• Teachers in LSEF schools sustaining and building upon their improved capabilities and confidence.</li> <li>• Teachers in non-LSEF schools learning through the dissemination of LSEF evaluation results and encouraging their own schools to offer them more continual professional development.</li> <li>• More robust evidence base for, and understanding of, those subject-led professional development outputs/work streams/interventions that have the most impact on teaching quality.</li> <li>• Better understanding of the critical features of successful subject-focused networks and how to scale up activity across schools and between primary and secondary levels</li> </ul>
Pupils	
Medium Term Outcomes	Longer Term Outcomes
<ul style="list-style-type: none"> <li>• More pupils of all backgrounds and abilities receiving high quality subject-focussed teaching as a result of LSEF projects.</li> <li>• Increased educational attainment for pupils receiving teaching in LSEF schools.</li> <li>• Improved transitions between the primary and secondary phases of education for pupils in LSEF schools.</li> <li>• Increased take-up of STEM subjects and/or languages at GCSE and A-Level in LSEF schools.</li> <li>• Heightened long-term ambitions for pupils in LSEF schools.</li> </ul>	<ul style="list-style-type: none"> <li>• Increased Level 5 and 6 attainment at Key Stage 2</li> <li>• Improved GCSE and A -Level attainment for pupils in LSEF schools.</li> <li>• Improved employment and further education outcomes for pupils from LSEF schools.</li> <li>• More robust evidence base for, and understanding of, those subject led professional development outputs/work streams/interventions that have the most impact on pupil attainment and participation in the priority subjects.</li> <li>• Pupils in non-LSEF schools receiving improved subject focused teaching as a result of school-to-school learning and dissemination of evaluation results.</li> </ul>
Schools and the wider school system	
Medium Term Outcomes	Longer Term Outcomes
<ul style="list-style-type: none"> <li>• More schools engaged in subject learning/knowledge focused networks with other schools, especially in the primary sector</li> <li>• A number of London teaching schools taking the lead on subject knowledge, acting as knowledge hubs, and working with a wide range of schools and London universities</li> </ul>	<ul style="list-style-type: none"> <li>• Better understanding of the critical features of successful subject knowledge focused networks</li> <li>• Greater understanding of the scalability of this activity across schools and between primary/secondary</li> <li>• System wide learning supporting the change of focus to subject led, knowledge based approach</li> <li>• System-wide learning leads to a change of focus towards a subject led/knowledge based approach to teacher development - valued by schools and prioritised in budgets.</li> </ul>

## **Appendix D: Financial Due Diligence of Applicant Organisations**

### **(i) LIST OF DOCUMENTS TO BE PROVIDED BY APPLICANTS**

Applicants will be required to provide the following mandatory documentation with their Stage 2 application and will be asked for confirmation that they have this at Stage 1. Where a single assessment process is used (ie, Round 2 Small Grants) this information will be required at that stage.

- Registered company/charity name;
- Registered address;
- Name and contact details of bankers;
- VAT registration number; and
- Details of previous GLA contracts/grants and values over the last 12 months.
- Where applicable, details of your organisation and / or any of your directors / partners / proprietors' bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings;
- Where applicable, details of any pending or actual investigation by a consultative committee of accounting bodies in relation to accountancy standards or professional conduct for which your organisation and / or any of its director(s) / partners/proprietor(s) is/has been subject to, including actions taken to put things right;
- A copy of the most recent audited accounts **or** copy of the most recent accounts signed by an independent and qualified accountant. The accounts must include a full set of notes to the accounts, Directors report, balance sheet, statement of the organisation's turnover, profit & loss/income & expenditure (not abbreviated) and cash flow position for the most recent full year of trading/operations, where this information is not available in audited form (this is also a mandatory item for Parent Companies and for all partners applying as a Consortium);
- A statement of the organisation's cash flow forecast for the current year;
- The organisation's budget for the current year;
- Budgeted allocation of funding within the project or a budget detailing which activities within the recipient's organisation will be funded. The budget should contain line details of proposed expenditure e.g. staffing costs, stationery and publicity;
- Evidence of Public and Employer's Liability Insurance;
- Where appropriate, a written Parent Company Guarantee (to be submitted by Parent Companies only);
- Consolidated Financial Accounts for the consortium (to be submitted by the Lead Partner from Consortiums only).

### **(ii) ASSESSMENT OF APPLICANTS - Scoring of Financial Risk Assessment**

**Exemption:**

Local Authorities, local authority controlled schools and Government funded Higher Education Institutes and Further Education Institutes are exempt from Financial Risk Assessments and therefore their status must be clearly highlighted in the application.

**For all other organisations** due diligence checks will comprise of tests against the following areas: the value of funding requested as a percentage of turnover, liquidity, profitability, the return on capital employed, gearing, the debtors and creditors cycle, Dunn & Bradshaw reports check, Charity Commission check, insurance documents (including parent guarantee/performance bond checks where appropriate).

**Dunn & Bradstreet Credit Rating System**

The financial accounts will be analysed by an external credit rating company Dunn & Bradstreet. A Dunn & Bradstreet Credit Report will be produced for each organisation. This will give a rating of the financial strength of the 'Applicant' as well as their credit risk status using a financial tool with financial criteria relevant to the Standard Industrial Classification the organisation is coded against. Details of any possible Director Disqualifications, County Court Judgements and mortgages on properties owned, are also provided as part of this report. Please note any scores which fall below the threshold of 50 out of 100 marks, will result in a failed application. This applies to both the 'Applicant organisation' and its 'Parent Company'. Although the analysis provided by Dunn & Bradstreet will form part of the assessment, GLA staff will perform other financial assessments as set out below and will highlight any areas of concern from the analysis and recommend appropriate risk mitigation strategies ensuring that any financial risk to either the success of the programme and project objectives, or to the funding itself, has been considered prior to the award of the grant funding.

**Assessment of Turnover**

To minimise risk to both the GLA and the 'Applicant' under this opportunity the GLA will not provide funding to any one single organisation in any one financial year of more than 50% of the turnover stated in the 'Applicant's' latest finalised and signed off set of financial statements. If funding is being sought over several years then the turnover figure in the latest finalised and signed off set of financial statements, will be used as the base figure.

**Maximum threshold**

The maximum amount that the GLA can award to any one Applicant is noted and cross referenced to any existing funding that may be in place. This allows the GLA to gauge its level of exposure in relation to any one Applicant. If an Applicant is already under contract with the Agency and the value applied for takes them over the 50% threshold, then the application for funding will not be approved.

**Multiple Applications**

Where Applicants have been shortlisted for multiple applications (i.e. concurrent applications for two or more contracts), the assessment will determine the number and value of contract that can be awarded, particularly where funding of projects would take the Applicant over the permitted grant to turnover threshold.

**Assessment of Financial Statements**

GLA staff will review the submitted Financial Statements and notes to the accounts of each 'Applicant' organisation. This is to ensure no issues are raised and also where applicable, no qualifications have been raised by the external Auditors or the external accountants responsible for the signing of the financial statements.

### **Checks on Charities**

For 'Applicants' with a charitable status, the Applicant's details will be checked against those held at on the Charity Commission's website. Checks are undertaken to ensure that the 'Applicant' does hold charity status, that all documents requested by the Charity's Commission have been submitted on time and that the Charity Status has not raised any concerns about their status.

### **Parent Companies**

In addition to the financial standing of the 'Applicant' organisation, the GLA will also take into consideration the financial standing of the 'Applicant' organisation's Parent Company and the links and dependencies between the 'Applicant' and its Parent Company in order to assess the overall risk exposure for the GLA. 'Applicants' who intend to rely on their Parent Company to establish financial standing must provide written confirmation from the Parent Company, that they will provide a parent guarantee for the Applicant as attached to this opportunity 'Parent Company Guarantee'. In addition, the Parent Company must submit exactly the same financial information as the Applicant and this information will be assessed in the same manner as the Applicant's therefore allowing the GLA to ensure the strength of the Parent Company and the guarantee it is binding itself to.

The Parent Company will be financially assessed in exactly the same way as the lead Applicant as described above.

### **Government Support**

If an Applicant is being subsidised or funded by central government then all details of this must also be submitted with the application.

### **Additional information for consortia bids**

#### **Nomination of Lead Partner**

For projects applying for funding in consortia, all members of the consortium will sign the contract and will each be jointly and severally liable under the contract. One member of the consortium will need to be appointed as Lead Partner for management and correspondence purposes. The GLA will perform an evaluation of the financial standing of all the members of the consortium. All members of the consortium must therefore submit the documents listed in section 2 (List of documents to be provided by Applicants).

The lead partner for the consortium, who will be the nominated partner for management and correspondence purposes, must also submit a consolidated financial summary of the consortium's financial details. Individual consortium member's financial details will be required to reconcile this.

**Assessment of Turnover**

The GLA will initially review the consolidated financial summary to ensure that the value applied for is not more than 50% of the consolidated turnover figure. **If it is above 50% the application will be rejected.**

**Risk Assessments**

Following the Assessment of Turnover successfully passed, then, all members of the consortium will be subject to exactly the same financial risk assessments undertaken in Option 1 which is set out above.

[illegible][illegible]



## SCHEDULE 5 - PROJECT PLAN



### **Proposal for the Management of the London Schools Excellence Fund Small Grants Programme**

Greater London Authority

**24<sup>th</sup> May 2013**

**An application from**

**Rocket Science UK Ltd  
in partnership with the Teacher Development Trust**



# LONDON SCHOOLS EXCELLENCE FUND: SMALL GRANTS PROGRAMME

## MANAGING AGENT SPECIFICATION

### 1. Introduction

Rocket Science is pleased to have the opportunity to submit this proposal to manage the London Schools Excellence Fund (LSEF) Small Grants Programme (SGP) on behalf of the Greater London Authority (GLA). Rocket Science has directly relevant experience of managing grants on behalf of the Greater London Authority, including the Team London Small Grants Programme and the Mayor's Mentoring Programme, partnering London Voluntary Service Council and the Black Training and Enterprise Group respectively.

In order to bring complementary skills and relevant education expertise to the management of the LSEF, we are proposing to work in partnership with the Teacher Development Trust (TDT). TDT is a charity dedicated to improving the educational outcomes for children by raising the quality of teacher professional development, which works with schools and training providers to ensure that all training and consultancy is carried out in line with international best practice.

Since our inception in 2001, Rocket Science has steadily acquired a **track record of working on behalf of different funders** – statutory bodies, charitable trusts and foundations, as well as private companies in the form of their corporate social responsibility initiatives, to deliver maximum value from their investments in a wide range of community-based programmes. In addition to our role as the managing agent of grant funds, Rocket Science has considerable experience of relevant programme evaluations (from small community grants to multi-million pound ESF initiatives), of providing effective support to enable organisations to deliver projects, as well as enabling organisations, large and small to bid for grants. We have a keen interest in working with the funding community to promote “intelligent giving” and recently carried out a well-received assessment of the work of London Funders.

Learning from our experience of fund management, both in England and Scotland, we have developed, tried and tested processes which enable us to:

- Design an application process that is applicant-friendly, providing pre-deadline advice and support
- Assess applications both efficiently and transparently
- Bring forward evidence-based recommendations to inform funding decisions
- Administer the grant awards in a timely and efficient manner, introducing monitoring arrangements which are proportionate to the level of grant
- Provide on-going support to help organisations report on and evaluate their own effectiveness and impact
- Record, report and disseminate aggregated information on the impact and effectiveness of the grants, across the network of funded projects as well as to wider stakeholders including the funder and other strategic-level partners
- Contribute to any programme-level evaluation.

As a company, we have a strong **commitment to influencing the future of London**, and to ensuring that it is both a socially inclusive as well as an economically

successful city. We have worked in most areas of the capital; at regional level for the former London Development Agency, the Greater London Authority and other London-wide agencies such as London Councils, London Voluntary Service Council and London Civic Forum. Sub-regionally we have worked with both public-sector and private-sector partnerships, including the West London Alliance and Central London Forward, as well as the Victoria BID and the East London Business Alliance. At a local level, we are regularly engaged by different London Boroughs to review and evaluate programmes, including infrastructure support and grants targeting civil society organisations.

Our **understanding of the social and economic challenges facing London** is augmented by our team members' hands-on management experience. We are proposing a team for the LSEF SGP which, in addition to experienced grant managers, comprises educationalists and experienced former senior-level teachers, from primary and secondary schools as well as further education colleges in London and elsewhere. Outside of our day jobs, members of the Rocket Science staff team serve on the boards of funding bodies such as the Big Lottery, London Funders and a number of different third sector organisations including a community based housing association in East London and social enterprises, such as the award-winning Bikeworks.

Testimonials to Rocket Science's work:

- **Wood Holmes and Peter Deans, Evaluators of the Third Sector Capacity Fund for One North East:** "The support offered by project managers at Rocket Science was widely praised and has been central to an effective monitoring and effective process. All projects talked of the importance of a strong and trusted relationship with the fund manager and felt Rocket Science had been particularly capable in this respect".
- [REDACTED], **Head of Strategic Policy (ONE):** "[Rocket Science] did an excellent job of devising fund criteria to meet the needs of the sector and the region, establishing simple, robust electronic fund application management tools, publicising the Fund to third sector organisations and supporting the Grants Panel in assessing and selecting the best projects to support. I have been very impressed with their practical approach and their understanding of the task, which has made the operation of the Fund a real success".
- [REDACTED], **London Development Agency:** "Rocket Science came to us with a level of experience that meant they could understand straight away what we needed to achieve. Better still, they designed a Bid Assessment Tool that allowed us to score hundreds of applications against the criteria that we knew were most important. The tool was absolutely central to the process, saving us time and resources. It was a truly innovative, and cost effective, approach".
- **Team London Small Grants Fund:** "One of the best levels of support I have ever encountered in 20 years of experience in the arts funding world" (recipient of a £10k grant from Team London).

## 1.1 Working in partnership with Teacher Development Trust

For the purposes of managing the LSEF Small Grants Programme, we will partner the Teacher Development Trust (TDT). TDT is a London-based national charity that is dedicated to improving the educational outcomes for children by raising the quality of teacher professional development. TDT works with schools and training providers to help ensure that training and consultancy aimed at improving standards is carried out in line with international best practice.

TDT brings a unique understanding of the issues which are the focus at the heart of the London Schools Excellence Fund programme. Raising the subject knowledge and effectiveness of teachers is best achieved through excellent professional development. TDT's two key offerings – a quality-assured Good CPD Guide database and a National Teacher Enquiry Network (NTEN) – are rapidly becoming the most respected and talked about initiatives to deliver substantive and sustainable improvements.

As a collaborative partnership of schools (including teaching schools) and colleges focused on innovation and improvement through evidence-based staff learning, and built on a school-to-school model, the NTEN is particularly closely aligned with the LSEF's desire to encourage and support school-to-school activity. Members of the NTEN can access national and regional support events, a bank of expert and shared resources to help schools improve their policies and practices, and research-led expert support to help schools engage in their own research and development.

Testimonials to TDT's work:

- **[REDACTED], Education Select Committee:** "The TDT's work is an impressive example of professionals driving their profession forward. CPD is essential, but sometimes all too easily swamped by the pressures of day-to-day teaching. It is heartening to see an organisation put this crucial element of a teacher's development at the heart of its mission to improve the professional experience for teachers, and education for our children".
- **[REDACTED], Department of Education:** "The serious key to improving education lies in teacher improvement and development: every teacher taking their own development as seriously as they take their planning, questioning and assessment. The Teacher Development Trust understands this and is making a serious contribution to our thinking and practice in teacher development".
- **[REDACTED], President of ASCL:** "The Teacher Development Trust is clearly a forward-thinking organisation which is bringing a distinctive voice to the arena of enhancing the skills and status of teachers."

## 1.2 Contents and Structure of our Proposal

The task of managing a fund is more than just a technocratic role; we aspire to enhance our efficiency and effectiveness as fund managers by applying our experience and understanding of the issues which the Fund is designed to address.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*"For 15 years London has been the pathfinder for school reform"*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>1</sup> <http://www.bbc.co.uk/news/education-21534863>

<sup>2</sup> <http://pragmaticreform.wordpress.com/2013/05/04/london/>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

---

<sup>3</sup> <http://www.education.gov.uk/childrenandyoungpeople/youngpeople/participation/rpa>

<sup>4</sup> <http://media.education.gov.uk/assets/files/pdf/p/participating%20in%20learning%20post-16%20-%20effective%20practice%20in%20schools.pdf>

<sup>5</sup> [https://docs.google.com/presentation/d/1wUrfDFaTGGUdFe8rCGmo6ZRGgTUMGbx1EJEhXiw7A/edit#slide=id.g24793c2e\\_0\\_51](https://docs.google.com/presentation/d/1wUrfDFaTGGUdFe8rCGmo6ZRGgTUMGbx1EJEhXiw7A/edit#slide=id.g24793c2e_0_51)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [lsef@rocketsciencelab.co.uk](mailto:lsef@rocketsciencelab.co.uk)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

## 5. Risk Analysis

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



[REDACTED]



■■■■■

\_\_\_\_\_

1. **Introduction**  
 2. **Background**  
 3. **Methodology**  
 4. **Results**  
 5. **Conclusion**  
 6. **References**

[illegible]

[REDACTED]

<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>
<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>

## 6. Project Team and Experience

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

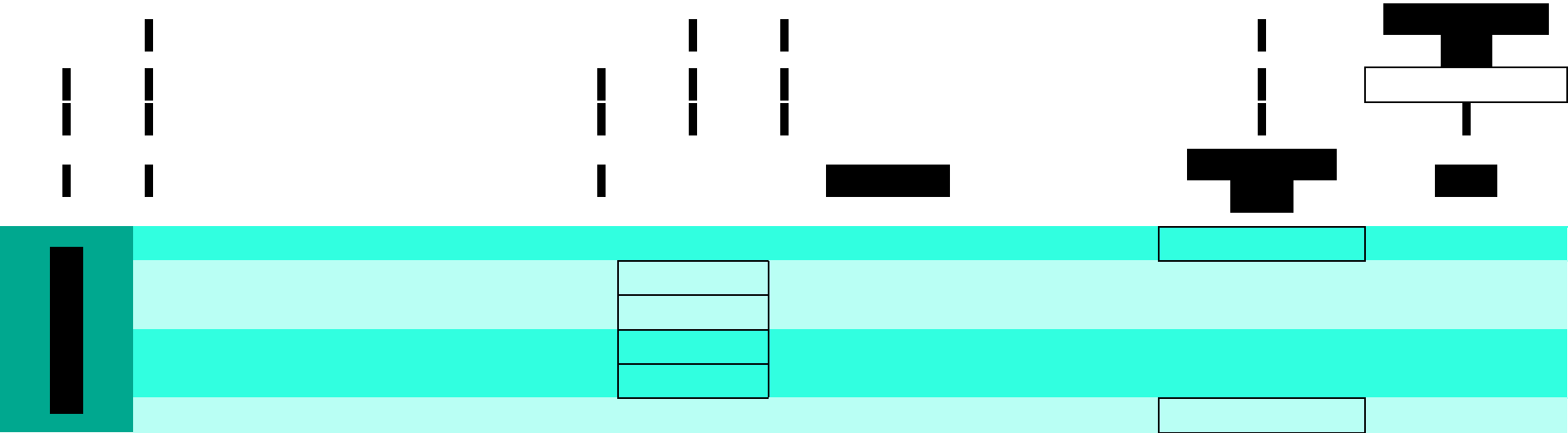


## Costings and Budgets – option 1

Option 1 - budget

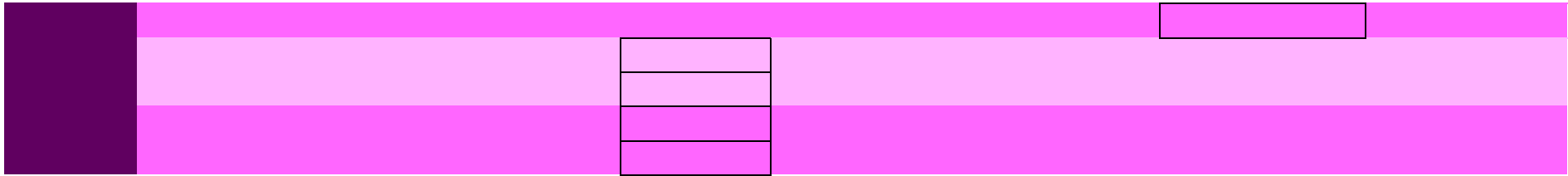


option 2




Contracting			


--	--	--	--



**Option 2 - budget**



## 8. References

### 8.1 Greater London Authority – Team London Small Grants

[REDACTED]

[REDACTED]  
[Patrick.Feehily@london.gov.uk](mailto:Patrick.Feehily@london.gov.uk)

[REDACTED]

[REDACTED]

[REDACTED]  
[gaynor@londonfunders.org.uk](mailto:gaynor@londonfunders.org.uk)

1.1 Appendix 1: FORM OF TENDER

LONDON SCHOOLS EXCELLENCE FUND: MANAGING AGENT FOR SMALL GRANTS  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Appendix 2: TECHNICAL RESPONSE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Appendix 3: PRICING SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]		
[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. **Introduction**  
 2. **Background**  
 3. **Methodology**  
 4. **Results**  
 5. **Conclusion**  
 6. **References**  
 7. **Appendix**  
 8. **Figure 1**  
 9. **Figure 2**  
 10. **Figure 3**  
 11. **Figure 4**  
 12. **Figure 5**  
 13. **Figure 6**  
 14. **Figure 7**  
 15. **Figure 8**  
 16. **Figure 9**  
 17. **Figure 10**  
 18. **Figure 11**  
 19. **Figure 12**  
 20. **Figure 13**  
 21. **Figure 14**  
 22. **Figure 15**  
 23. **Figure 16**  
 24. **Figure 17**  
 25. **Figure 18**  
 26. **Figure 19**  
 27. **Figure 20**  
 28. **Figure 21**  
 29. **Figure 22**  
 30. **Figure 23**  
 31. **Figure 24**  
 32. **Figure 25**  
 33. **Figure 26**  
 34. **Figure 27**  
 35. **Figure 28**  
 36. **Figure 29**  
 37. **Figure 30**  
 38. **Figure 31**  
 39. **Figure 32**  
 40. **Figure 33**  
 41. **Figure 34**  
 42. **Figure 35**  
 43. **Figure 36**  
 44. **Figure 37**  
 45. **Figure 38**  
 46. **Figure 39**  
 47. **Figure 40**  
 48. **Figure 41**  
 49. **Figure 42**  
 50. **Figure 43**  
 51. **Figure 44**  
 52. **Figure 45**  
 53. **Figure 46**  
 54. **Figure 47**  
 55. **Figure 48**  
 56. **Figure 49**  
 57. **Figure 50**  
 58. **Figure 51**  
 59. **Figure 52**  
 60. **Figure 53**  
 61. **Figure 54**  
 62. **Figure 55**  
 63. **Figure 56**  
 64. **Figure 57**  
 65. **Figure 58**  
 66. **Figure 59**  
 67. **Figure 60**  
 68. **Figure 61**  
 69. **Figure 62**  
 70. **Figure 63**  
 71. **Figure 64**  
 72. **Figure 65**  
 73. **Figure 66**  
 74. **Figure 67**  
 75. **Figure 68**  
 76. **Figure 69**  
 77. **Figure 70**  
 78. **Figure 71**  
 79. **Figure 72**  
 80. **Figure 73**  
 81. **Figure 74**  
 82. **Figure 75**  
 83. **Figure 76**  
 84. **Figure 77**  
 85. **Figure 78**  
 86. **Figure 79**  
 87. **Figure 80**  
 88. **Figure 81**  
 89. **Figure 82**  
 90. **Figure 83**  
 91. **Figure 84**  
 92. **Figure 85**  
 93. **Figure 86**  
 94. **Figure 87**  
 95. **Figure 88**  
 96. **Figure 89**  
 97. **Figure 90**  
 98. **Figure 91**  
 99. **Figure 92**  
 100. **Figure 93**  
 101. **Figure 94**  
 102. **Figure 95**  
 103. **Figure 96**  
 104. **Figure 97**  
 105. **Figure 98**  
 106. **Figure 99**  
 107. **Figure 100**  
 108. **Figure 101**  
 109. **Figure 102**  
 110. **Figure 103**  
 111. **Figure 104**  
 112. **Figure 105**  
 113. **Figure 106**  
 114. **Figure 107**  
 115. **Figure 108**  
 116. **Figure 109**  
 117. **Figure 110**  
 118. **Figure 111**  
 119. **Figure 112**  
 120. **Figure 113**  
 121. **Figure 114**  
 122. **Figure 115**  
 123. **Figure 116**  
 124. **Figure 117**  
 125. **Figure 118**  
 126. **Figure 119**  
 127. **Figure 120**  
 128. **Figure 121**  
 129. **Figure 122**  
 130. **Figure 123**  
 131. **Figure 124**  
 132. **Figure 125**  
 133. **Figure 126**  
 134. **Figure 127**  
 135. **Figure 128**  
 136. **Figure 129**  
 137. **Figure 130**  
 138. **Figure 131**  
 139. **Figure 132**  
 140. **Figure 133**  
 141. **Figure 134**  
 142. **Figure 135**  
 143. **Figure 136**  
 144. **Figure 137**  
 145. **Figure 138**  
 146. **Figure 139**  
 147. **Figure 140**  
 148. **Figure 141**  
 149. **Figure 142**  
 150. **Figure 143**  
 151. **Figure 144**  
 152. **Figure 145**  
 153. **Figure 146**  
 154. **Figure 147**  
 155. **Figure 148**  
 156. **Figure 149**  
 157. **Figure 150**  
 158. **Figure 151**  
 159. **Figure 152**  
 160. **Figure 153**  
 161. **Figure 154**  
 162. **Figure 155**  
 163. **Figure 156**  
 164. **Figure 157**  
 165. **Figure 158**  
 166. **Figure 159**  
 167. **Figure 160**  
 168. **Figure 161**  
 169. **Figure 162**  
 170. **Figure 163**  
 171. **Figure 164**  
 172. **Figure 165**  
 173. **Figure 166**  
 174. **Figure 167**  
 175. **Figure 168**  
 176. **Figure 169**  
 177. **Figure 170**  
 178. **Figure 171**  
 179. **Figure 172**  
 180. **Figure 173**  
 181. **Figure 174**  
 182. **Figure 175**  
 183. **Figure 176**  
 184. **Figure 177**  
 185. **Figure 178**  
 186. **Figure 179**  
 187. **Figure 180**  
 188. **Figure 181**  
 189. **Figure 182**  
 190. **Figure 183**  
 191. **Figure 184**  
 192. **Figure 185**  
 193. **Figure 186**  
 194. **Figure 187**  
 195. **Figure 188**  
 196. **Figure 189**  
 197. **Figure 190**  
 198. **Figure 191**  
 199. **Figure 192**  
 200. **Figure 193**  
 201. **Figure 194**  
 202. **Figure 195**  
 203. **Figure 196**  
 204. **Figure 197**  
 205. **Figure 198**  
 206. **Figure 199**  
 207. **Figure 200**  
 208. **Figure 201**  
 209. **Figure 202**  
 210. **Figure 203**  
 211. **Figure 204**  
 212. **Figure 205**  
 213. **Figure 206**  
 214. **Figure 207**  
 215. **Figure 208**  
 216. **Figure 209**  
 217. **Figure 210</**

--	--

--	--

--	--


--	--	--	--	--	--





## SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

### AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

• DETAILS OF VARIATION	• AMOUNT (£)
•	•
•	•
• ALLOWANCE TO THE AUTHORITY	•
• EXTRA COST TO THE AUTHORITY	•
• TOTAL	•

.....  
For the Authority (signed)

.....  
(Print Name)

<ul style="list-style-type: none"> <li>• <b>ACCEPTANCE BY THE SERVICE PROVIDER</b></li> </ul>	<ul style="list-style-type: none"> <li>•</li> </ul>
<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>• <b>Date</b></li> </ul>	<ul style="list-style-type: none"> <li>•</li> <li>•</li> <li>•</li> <li>• <b>Signed</b></li> <li>•</li> </ul>

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY  
CONSIDERATIONS**

*Not applicable in relation to GLA 80444.*