

DATE: 22 February 2019

GREATER LONDON AUTHORITY

AND

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF HARINGEY

**Agreement Relating to the Sponsorship and Delivery of
the Greater London Authority's Haringey Higher Level Skills Project**

THIS AGREEMENT is made on 22 February 2019

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London SE1 2AA ("the GLA"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green, London N22 8LE ("the Sponsor")

together, the "Parties" and each a "Party" to this agreement

BACKGROUND:

- (A) The GLA acts as the agent of the Department of Work and Pensions (the "DWP") in relation to certain amount of the DWP's European Social Fund funding (the "ESF Funding").
- (B) The GLA has developed a specification in consultation with the Sponsor for a project to develop higher level skills in the Haringey area and which aims to deliver at least one unit of NVQ level 3 to assist unemployed Haringey residents to access employment and for Haringey residents in low paid / skilled employment to advance their employment (the "Project").
- (C) The Sponsor wishes to provide the GLA with a matched funding contribution to the GLA's costs of the Project to support the priorities which they share with the GLA.
- (D) This Agreement confirms the allocation of responsibilities for the delivery, management and funding of the Project.

1. DEFINITIONS

1.1 In this agreement the following terms have the corresponding meanings:

Agreement	means this agreement concluded between the GLA and the Sponsor comprising the terms and conditions, any annexed schedules hereto;
Application Form	means the template form, which organisations complete and submit as part of their bid for the GLA Funding;
Commencement Date	means the date of this Agreement;
Confidential Information	means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the either Party , whether commercial, financial, technical or otherwise;
GLA Dashboard	means a snapshot of the progress on the Project;

Full Project Funding	means the total of the GLA Funding and the Sponsor Funding to be granted by the GLA to the Ultimate Recipient for the purposes of undertaking the Project;
Force Majeure	means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) governmental regulations, fire, flood, or any disaster; it does not include any industrial action occurring within a Party's organisation or within any Party's sub-contractor's organisation;
GLA Funding	means that part of the ESF funding which the GLA shall pay towards the Project Cost in accordance with Clause 4.1.2 (Financial Terms);
Logo	the logo set out in Schedule 2 to this agreement;
Monitoring Report	means the reports which shall be prepared by the GLA detailing the progress of the project and which shall comprise of monthly progress reports, accompanying dashboard and a case study per quarter.
Named Officer	means the person appointed by the Sponsor under Clause 2.4 of this Agreement whose details are set out in clause 13.8.2 or such other person as may be nominated by the Named Officer to act on his or her behalf and whose details are notified in writing to the GLA
Party Representatives	means the representative of each Party specified in Clause 12.8 being authorised to act on behalf of that Party for the purposes of this Agreement or such other person as may be nominated by the representative of each Party to act on his or her behalf and whose details are notified to the other Party in writing;
Project	means the project described in the Specification forming part of the GLA ESF programme;
Project Cost	means the total expenditure to be incurred by the GLA for the delivery of the Project in accordance with Clause 4 (Financial Terms);
Project Delivery Agreement	means the agreement between the GLA and the Ultimate Recipient for the delivery of the Project;
Project Steering Group	means a group of individuals nominated by the GLA, the Sponsor and the Ultimate Recipient who shall attend quarterly meetings to monitor the delivery of the Project and its effectiveness;
Specification	means the detailed description of the Project set out in Schedule 1 to this Agreement and which forms part of this Agreement;
Sponsor Funding	means the 50% match-funding which the Sponsor shall pay to the GLA as a contribution towards the Project Cost for the delivery of the Project as provided in Clause 4.1.1;
Term	means the period during which this Agreement shall be in force, being the period beginning on the Commencement Date and ending after two years from the Commencement Date;
Ultimate Recipient	means the organisation, which is chosen by the GLA to deliver the Project following a competitive process.

- 1.2 Clause, Schedule and Paragraph headings shall not affect the interpretation of this Agreement;
- 1.3 The Schedules shall form part of this Agreement and shall have effect as if set out in the body of this Agreement, also any reference to this Agreement includes the Schedules;
- 1.4 A reference to a Company shall include any Company, Corporation or other body corporate, wherever and however incorporated or established;
- 1.5 Words in the singular shall include the plural and vice versa;
- 1.6 A reference to one gender shall include a reference to the other gender;
- 1.7 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.8 Any phrase introduced by the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.9 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force, but also taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
- 1.10 A reference to writing or written includes faxes but does not include e-mail;
- 1.11 References to Clauses and Schedules are to the Clauses and Schedules of this Agreement, references to Paragraphs are to Paragraphs of the relevant Clauses and Schedules;
- 1.12 If there is an inconsistency between the Clauses of the Agreement or the Schedules, the provisions of the Clauses shall prevail; and
- 1.13 Where the consent or approval of a Party is required under this Agreement then such consent or approval shall not be unreasonably withheld or delayed.

2. THE PROJECT

- 2.1 The Parties agree that for the duration of the Term the GLA is responsible for commissioning the Project, carrying out a competitive exercise to identify the Ultimate Recipient as a recipient of grant funding and managing the Project Delivery Agreement.

- 2.2 The Project Funding will be calculated and paid in accordance with Clause 4 (Financial Terms). As provided in Clause 4.1, the Project Cost will be met by the GLA Funding and the Sponsor Funding in equal proportions.
- 2.3 The GLA will be responsible for the management of the Project Delivery Agreement, the financial management of the Project and its obligations in respect of which are set out in Clause 3.1 (Performance and Financial Management of the Project) below.
- 2.4 The Sponsor shall appoint a Named Officer who will have responsibility on behalf of the Sponsor for the overall management of its obligations under this Agreement.
- 2.5 The delivery of the Project in accordance with this Agreement and the Project Delivery Agreement will be monitored at quarterly meetings organised by the GLA and attended by the Project Steering Group (**"Project Steering Group Meetings"**).
- 2.6 The Project Steering Group Meeting shall be held at the premises of the Sponsor and shall be minuted by the GLA. The minutes shall be circulated to all attendees and retained by the GLA for future reference.
- 2.7 Notwithstanding Clause 2.5 above, the GLA or the Sponsor may at any time on reasonable notice request a meeting with the other to discuss the delivery of the Project. The meeting shall be organised by the Party requesting the meeting and shall be attended by representatives from the Sponsor and the GLA.

3. ALLOCATED TASKS AND RESPONSIBILITIES

- 3.1 The Parties shall have the tasks and responsibilities as detailed in Schedule 3 (**Parties' Allocated Key Tasks and Responsibilities**) to support the delivery of the Project in accordance with this Agreement and the requirements of the ESF Programme.

- 3.2 Any change to the allocation of tasks and responsibilities in Schedule 3 must be agreed in writing by the Parties and signed by duly authorised representatives of each Party and be appended as an addendum or amendment to this Agreement.
- 3.3 The Parties warrant to each other that they shall at all times co-operate fully in the implementation of the Project.

4. FINANCIAL TERMS

- 4.1 The Project Cost shall not exceed £900,000 (Nine hundred thousand pounds) and which shall be funded as follows:
- 4.1.1 The Sponsor shall fund 50% of the Project Cost, amounting to £450,000 (**"Sponsor Funding"**); and
- 4.1.2 The GLA shall fund 50% of the Project Cost, amounting to £450,000 (**"GLA Funding"**).
- 4.2 The total amount which may be paid to the Ultimate Recipient to deliver the Project shall not exceed the Project Cost.
- 4.3 The GLA shall submit a valid invoice for the Sponsor Funding to the Sponsor by no later than 31 March 2019 and the Sponsor shall pay the Sponsor Funding to the GLA within thirty (30) days of receipt of the invoice.
- 4.4 The Parties agree that the Sponsor Funding is a conditional gift of revenue grant funding and the GLA acknowledges that the Sponsor Funding is exclusive of VAT. If the UK government rules that the Sponsor Funding is a taxable supply for the purposes of VAT, the GLA shall pay the VAT relating to the Funding.
- 4.5 Subject to the Sponsor paying Sponsor Funding to the GLA in accordance with Clause 4.4, the GLA shall be solely responsible for the payment of the Project Funding to the Ultimate Recipient and shall ensure that it holds sufficient funding to make the any required payments due to the Ultimate Recipient for the delivery of the Project.

4.6 Sums not exceeding the Project Cost in aggregate shall be paid by GLA to the Ultimate Recipient in instalments in accordance with the terms of the Project Delivery Agreement. The Payment Trigger Calculator will be provided for the sponsor as part of the signed Project Delivery Agreement (Grant Agreement) by Friday 29th March 2019.

4.7 The GLA will maintain records of the Project as per the requirements of the European Social Fund and the records shall be available to the Sponsor upon request.

5. THE SPONSOR'S RIGHTS: THE DELIVERY OF THE PROJECT

5.1 The GLA shall consider and take appropriate and reasonable action to address any comments or concerns which are notified to the GLA by the Sponsor in respect of the Project performance and financial management of the Project, and (to the extent that powers are available to it under the Project Delivery Agreement in this regard) the performance management of the Ultimate Recipient.

5.2 The Sponsor may request on reasonable notice that the GLA terminate the Project Delivery Agreement with the Ultimate Recipient at any time if the Sponsor in its reasonable opinion considers there to be reasonable grounds enabling its termination by the GLA, provided always that the GLA shall be the unchallengeable and final maker of any decision of whether or not to so terminate, and/or compliance with ESF Programme requirements.

5.3 The Sponsor shall be provided with any information it may reasonably require in relation to the Project Delivery Agreement and/or the Ultimate Recipient's performance and/or the delivery of the Project, and any such requests shall be made in writing in good time to the GLA. The information shall be provided within 14 days from the date on which the GLA receives such a written request from the Sponsor, or within such other timescale(s) as are agreed in writing by the parties.

5.4 The Sponsor may inspect the delivery of the Project which may include interviewing the GLA's staff engaged in the performance management of the Project, and users of the services delivered under the Project.

- 5.5 The Sponsor may require all or part of the Sponsor's Funding to be repaid by the GLA, subject always to consultation with the GLA in advance, and subject to the exercise of any rights and obligations under Clause 13.2 (Dispute Resolution), and notice being given in accordance with Clause 13.7 (Notices), where:
- 5.5.1 the Project is not delivered in accordance with this Agreement;
 - 5.5.2 the GLA fails materially to comply with any condition of this Agreement not remedied by the GLA within thirty (30) working days following the GLA's receipt of notice from the Sponsor of the such failure or where such failure is irremediable;
 - 5.5.3 this Agreement is terminated in accordance with Clause 9 (Expiry or Termination);
 - 5.5.4 there is a substantial change to the Project which the Sponsor has not approved;
 - 5.5.5 the Sponsor Funding has not been used for the purpose for which it was given;
 - 5.5.6 there has been an overpayment of the Sponsor Funding; or
 - 5.5.7 the Sponsor reasonably believes that all necessary approvals to lawfully deliver the Project have not been obtained by the GLA or all relevant law has not been complied with by the GLA.
- 5.6 The GLA agrees that within 30 Working Days of receipt of notice requiring repayment of the Sponsor Funding in accordance with Clause 5.5 it will make such repayment to the Sponsor.
- 5.7 The GLA shall within 90 days of expiry or earlier termination of the Agreement notify the Sponsor of the balance of any unused Full Project Funding (the "**Unused Funding**") and shall arrange for 50% of the Unused Funding to be reimbursed to the Sponsor without any deduction or delay.

6 THE GLA'S OBLIGATIONS: THE DELIVERY OF THE PROJECT

- 6.1 The GLA shall provide the sponsor with a copy of the Project Delivery Agreement (GLA ESF Grant Agreement) that the Ultimate Recipient will be required to sign by Friday 29th March 2019.
- 6.2 The Project Delivery Agreement shall include terms providing for:
 - 6.2.1 payments to be made to the Ultimate Recipient upon achieving specified outputs and results by reference to agreed unit rates; and
 - 6.2.2 the Ultimate Recipient to display the Logo on all published materials in relation to the Project.
- 6.3 The GLA shall:
 - 6.3.1 take reasonable steps to ensure that the Ultimate Recipient complies with the Project Delivery Agreement;
 - 6.3.2 take all reasonable steps to ensure that Project Funding is not used to:
 - 6.3.1.1 fund any activity other than the delivery of the Project;
 - 6.3.1.2 support or assist activities which are political or of an exclusively religious nature or which may bring the Sponsor or the GLA into disrepute; or
 - 6.3.1.3 pay for any loss or damage resulting from an insured risk;
 - 6.3.3 take steps to ensure that the Sponsor is permitted at all reasonable times and upon such notice as is reasonable in all the circumstances to inspect the Project and the progress made;
 - 6.3.4 prepare and submit promptly to the Sponsor the Monitoring Reports along with the records kept by the GLA in accordance with Clause 9; and

6.3.5 not knowingly, recklessly or negligently do, permit or omit to do, anything that may attract adverse publicity or damage the reputation of the Sponsor.

6.4 The GLA shall not (and shall procure that their Staff do not) say or do anything that might lead any other person to believe that the GLA is acting as the agent of the Sponsor or hold themselves out as being authorised to bind the Sponsor in any way.

7 RISK MANAGEMENT

7.1 The risks associated with the Project will be assessed prior to commencement of the Project and a Project risk register prepared by the GLA.

7.2 The risks associated with the Project will be regularly reviewed by the GLA throughout the Term. The Project risk register will be updated as appropriate to support the Parties' effective performance of their obligations under this Agreement and to further to ensure that the delivery of the Project accords with the Specification.

7.3 The GLA shall provide to the Sponsor a copy of the Project risk register once it has been prepared pursuant to Clause 7.1 and each time the Project Risk Register is updated thereafter.

8 CONFIDENTIALITY, FREEDOM OF INFORMATION, DATA PROTECTION AND PUBLICITY

8.1 Each Party shall:

8.1.1 treat all Confidential Information belonging to any other Party as confidential and safeguard it accordingly;

8.1.2 not use any Confidential Information it receives from any other Party otherwise than for the purposes of the Agreement;

8.1.3 not disclose any Confidential Information belonging to any other Party to any other person without the prior written consent of that other Party except:

8.1.3.1 to such persons and to such extent as may be necessary for the performance of the Agreement; or

8.1.3.2 where disclosure is otherwise expressly permitted by the provisions of this Agreement,

and take all necessary precautions to ensure that all Confidential Information is treated as confidential by its Staff.

8.2 The provisions of Clause 8.1 shall not apply to any Confidential Information received by one Party from another Party which:

8.2.1 is or becomes public knowledge (otherwise than by breach of this Clause 8);

8.2.2 was in the possession of the receiving Party without restriction as to its disclosure before receiving it from the disclosing Party;

8.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

8.2.4 is independently developed without access to the Confidential Information; or

8.2.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

8.3 It is acknowledged by the Parties that each Party is a 'public authority' for the purpose of the Freedom of Information Act 2000 (the "FOIA"). If a Party receives a request for information made pursuant to the FOIA (the "Obligated Party"):

- 8.3.1 The Obligated Party shall, wherever reasonably practical, consult with the other Party before disclosing information that relates to another Party or both other Parties;
- 8.3.2 The Obligated Party will determine (in its absolute discretion) and be responsible for its response to any request for information made to it under the FOIA and shall not be liable to the other Parties or any other person for any loss suffered as a result of any bona fide disclosure of information under the FOIA;
- 8.3.3 The other Party shall:
- 8.3.3.1 assist the Obligated Party at no additional charge in meeting any reasonable requests for information which are made to it in connection with the FOIA or any other similar legislation, regulations, guidelines or codes of practice; and
 - 8.3.3.2 not respond to or enter into correspondence with any person requesting information from the Obligated Party under the FOIA.
- 8.4 It is further acknowledged that the GLA is subject to a commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and accordingly, notwithstanding clause 8.1 the Sponsor hereby gives its consent for the GLA to publish to the general public this Agreement in its entirety (including from time to time agreed changes to the Agreement), data extracted from the claims made under this Agreement including the Sponsor's name and relevant expenditure account codes, expenditure account code descriptions, document numbers and clearing dates.
- 8.5 The Parties shall comply with the provisions of the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 so far as applicable to the provisions of this Agreement. This provision shall apply for the duration of the Agreement and indefinitely after the expiry of the Term.

- 8.6 Each Party shall obtain the prior written consent of the other to all public statements including (without limitation) press releases in relation to this Agreement and the Project which mention the other Party.
- 8.7 The GLA shall only use the Sponsor's logo where it has sought and obtained the Sponsor's prior written consent to do so and complies with any of the Sponsor's logo guidelines in effect at that time provided always the compliance with such guidelines does not result in the GLA incurring costs.
- 8.8 Each Party shall indemnify and keep indemnified the other Party against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the party in breach of this Clause 8.
- 8.9 In the event that a Party fails to comply with this Clause 8, the other Party may terminate the Agreement by notice in writing with immediate effect.

9 RECORDS AND AUDIT

- 9.1 Each Party shall keep and maintain for twelve years after termination or expiry of this Agreement full and accurate records and documentary evidence for the Project and in respect of the obligations under the Agreement (whether the Agreement expires or is terminated early), including the contributions of each Party towards the delivery of the Project (funding, staff resources, etc.) and all payments made by the Sponsor and the GLA during the Term (the "**Funding or Project Records**").
- 9.2 The GLA shall use its reasonable endeavours to procure that the Ultimate Recipient shall comply with the any monitoring and reporting requirements required by the GLA including co-operating fully and promptly with any audit undertaken by the GLA in connection with the Project.
- 9.3 Either Party shall upon request provide the other Party such reasonable access to those Funding or Project Records as may be required by the Party in relation to the Agreement during or after the expiry or earlier termination of the Agreement, subject to giving adequate and reasonable prior notice appropriate to the

circumstances. Such access may include permission to copy the Funding or Project Records.

- 9.4 Each Party will co-operate with the other to provide all reasonable assistance in the carrying out of any audit investigation in respect of the Project or otherwise in respect of this Agreement. For the avoidance of doubt, any information obtained in the course of the audit concerning and disclosed by one Party to the other shall be kept in the strictest confidence and shall not be used for any purpose other than the proper conduct of the audit.

10 EXPIRY OR TERMINATION

- 10.1 This Agreement shall automatically terminate upon expiry of the Term.
- 10.2 A Party (the "**Non-Defaulting Party**") may terminate the Agreement (in whole or in part) with immediate effect by written notice to the other Party if:

10.2.1 that Party is in material breach of any condition of this Agreement, and in the case of a breach capable of remedy following mediation, fails to remedy such breach to the satisfaction of the Non-Defaulting Party within 10 working days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or

10.2.2 a Force Majeure event subsists for a period exceeding 60 days.

- 10.3 The expiry or earlier termination of this Agreement or however arising shall be without prejudice to any rights or obligations of any Party which have accrued prior to termination or expiry, and nothing in this Agreement shall prejudice the right of a Party to recover any amount outstanding as at the date of termination or expiry.
- 10.4 The terms of this Agreement which by their nature are expressly or impliedly intended to survive expiry or termination of this Agreement shall continue to be enforceable notwithstanding expiry or termination.

11 LIABILITY AND INDEMNITY

- 11.1 Each Party's liability shall not be limited in respect of the following:

- 11.1.1 fraudulent misrepresentation;
 - 11.1.1 death or personal injury caused by its negligence;
 - 11.1.2 infringement of third party Intellectual Property Rights; or
 - 11.1.3 any other liability to the extent such liability may not be excluded or limited as a matter of law.
- 11.2 The GLA shall indemnify and keep indemnified the Sponsor from and against all claims, proceedings, actions, damages, liability, costs, losses and expenses of whatever nature, relating to any negligent (whether wilful or not) acts of the GLA which cause the Sponsor an actual loss, and which arise directly out of the GLA's performance of this Agreement unless the GLA can demonstrate that such losses arise from fraudulent, reckless, negligent, or grossly incompetent act or omission by the Sponsor.
- 11.3 The Sponsor shall be liable for and shall indemnify the GLA in respect of all direct losses, which arise from a breach by the Sponsor of the terms of this Agreement unless the Sponsor can demonstrate that such direct losses arise from any fraudulent, reckless or negligent act by the GLA.

12 INSURANCE

- 12.1 The GLA shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the GLA's obligations and liabilities under this Agreement including but not limited to all statutory required insurance, public liability insurance, employer's liability insurance and professional indemnity insurance (if applicable), the insurance to be retained for the term of this Agreement and an additional period of 12 years.
- 12.2 Upon request the GLA shall provide to the Sponsor a copy of the policies effecting the insurances referred to in Clause 11.1, together with documentary evidence of all premiums having been paid.

- 12.3 The Parties shall not do or permit to be done anything which would make the insurance cover taken out under this Clause void or voidable. The terms of any insurance policy or the amount of insurance cover shall not limit a Party's liability under this Clause in any way.
- 12.4 The GLA shall ensure that their respective sub-contractors (if any) maintain insurance policies for the same risks as those required to be provided by the GLA under this Clause.

13 GENERAL

13.1 Counterparts:

- 13.1.1 This Agreement may be executed in one or more counterparts and any Party may enter into the Agreement by executing a counterpart. Any single counterpart or a set of counterparts executed in either case by the Parties shall constitute one and the same agreement and a full copy of the Agreement for all purposes.

13.2 Dispute Resolution:

- 13.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 working days of a Party notifying the other Party of the dispute.

- 13.2.2 Any Party may at any time formally refer such dispute to:

- (i) Senior Manager – Delivery Unit Skills and Employment in the case of the GLA; and
- (ii) The Head of Socio Economic Regeneration, Haringey Council, 639 Enterprise Centre, 639 High Road N17 8AA in the case of the Sponsor

or as otherwise specified by the relevant Party by notice in writing to the other Party.

13.2.3 If any dispute arises out of this Agreement which cannot be amicably settled between the Parties then the Parties will attempt to settle such dispute by mediation in accordance with the Model Mediation Procedure published by the Centre for Effective Dispute Resolution from time to time. Neither Party will commence any court proceedings/litigation in relation to any dispute arising out of this Agreement until they have attempted to settle it by mediation and that mediation has terminated.

13.2.4 The Parties must continue to perform their respective obligations even if any dispute resolution procedure has been invoked under this Clause.

13.2.5 If negotiations of the type described in this Clause fail, then the Parties may submit to the jurisdiction of the English courts.

13.3 **Entire Agreement:**

13.3.1 The Agreement contains all the terms agreed in relation to the subject matter of this Agreement and supersedes all prior negotiations, representations, understandings and agreements, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

13.4 **Force Majeure:**

13.4.1 A Party (the "**Affected Party**") shall not be liable to any other Party for any delay in or failure to perform its obligations under the Agreement (other than a payment of money) if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, on the affected party becoming aware of the Force Majeure event, the Affected Party shall:

13.4.1.1 promptly inform the other Parties of the Force Majeure event, giving details of the Force Majeure event with a reasonable estimate of the period during which the Force Majeure event will continue; and

13.4.1.2 use all reasonable endeavours to continue to perform its obligations under the Agreement for the duration of such Force Majeure event.

13.5 Law and Jurisdiction:

13.5.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Laws of England. The Parties irrevocably agree that the Courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

13.6 No Agency or Partnership:

13.6.1 The GLA shall not be or be deemed to be an agent of the Sponsor and the GLA shall not hold itself out as having authority or power to bind the Sponsor in any way, other than expressly conferred by this Agreement.

13.6.2 Nothing in the Agreement is intended to or shall be deemed to constitute or imply any partnership, joint venture, agency, fiduciary relationship, a contract of employment, a relationship of principal and agent or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

13.7 Notices:

13.7.1 Any notice, demand or communication to be given or served under this Agreement shall be in writing and may be delivered personally by hand, or by ordinary pre-paid recorded postal delivery, or by e-mail provided that within 24 hours the notice, demand or communication is also sent by one of the other methods listed in this Clause 13.7.1, to and using the Contact Details specified in Clause 13.8 of this Agreement or such other Contact Details as may from time to time have been notified by one Party to the other under this Agreement.

13.7.2 A notice shall be deemed delivered as follows:

13.7.2.1 if delivered personally by hand, at the time delivery is made;

13.7.2.2 if sent by pre-paid recorded postal delivery, on the second business day after posting; or

13.7.2.3 if sent by email, when the intended recipient acknowledges safe receipt of that email.

13.8 Party Representatives:

13.8.1 The Party representatives and contact details (the "**Contact Details**") are:

For the GLA:

Douglas Russell, Senior Project Officer

Postal Address:

City Hall

The Queens Walk

London SE1 2AA

Office Address:

London Fire Brigade Headquarters

169 Union Street

London SE1 0LL

Tel: 020 7084 2608

Email: Douglas.Russell@london.gov.uk

For the Sponsor:

Head of Socio-Economic Regeneration

639 Enterprise Centre

639 High Road

London N17 8AA

Tel: 020 8489 5449

Email:

Helen.McDonough@haringey.gov.uk

13.8.2 The Named Officer's details are:

Shomsia Ali
Senior Employment and Skills Consultant
River Park House- L6
225 High Road
London N22 8HQ
Tel: 020 8489 1901
Email: Shomsia.Ali@haringey.gov.uk

13.8.3 Any Party may change their Contact Details by giving the other Party notice of the change in accordance with Clause 13.7 of this Agreement.

13.9 **Prevention of Corruption:**

13.9.1 Without prejudice to the Parties' accrued rights and liabilities under this Agreement, a Party (the "**Innocent Party**") may terminate this Agreement:

13.9.1.1 in the event that the other Party has offered, given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or not doing, or having done or refrained from doing, any action in relation to the obligations under this Agreement, or

13.9.1.2 if in relation to the Agreement the other Party or any other person employed by them or acting on their behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 and the Bribery Act 2010.

13.9.2 On the occurrence of any such event, the Innocent Party shall be entitled at its option to rescind the Agreement or to terminate the Agreement with immediate effect and to recover from the other Party the amount of any loss resulting from such rescission or termination.

13.10 **Severability:**

13.10.1 If any provision of this Agreement (or part of any provision) is found by any Court or other body of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

13.10.2 If any provision of this Agreement (or part of any provision) is found by any Court or other body of competent jurisdiction to be invalid, illegal or unenforceable, then both Parties shall enter into good faith negotiations to amend the provision concerned in such a way that as amended, it is valid and enforceable and to the maximum extent possible, carries out both Parties' original intent.

13.11 Sub-contracting, Assignment and Novation:

12.11.1 Unless otherwise expressly provided in this Agreement each Party's rights pursuant to this Agreement are exclusive to each respective Party and are not assignable or transferable.

13.12 Third Party Rights:

13.12.1 No person, who is not a Party to this Agreement (including without limitation any sub-contractor of the GLA) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to this Clause.

13.12.2 This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

13.13 Variation:

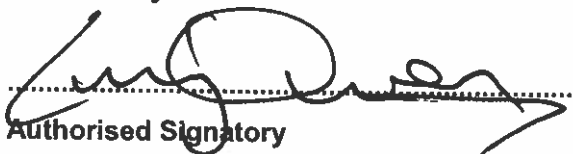
13.13.1 Any proposed amendment or variation of the terms of this Agreement shall be discussed by the Parties at the quarterly monitoring meetings. This Agreement may only be amended or varied by the Parties' mutual agreement evidenced in writing and signed by duly authorised representatives of each Party.

13.14 Waiver:

13.14.1 Failure or delay by any Party at any time in exercising any right or power under this Agreement or to require performance by another Party of any of the terms of the Agreement, and no course of dealing between the Parties shall operate as a waiver of or as creating an estoppel in connection with any term of this Agreement, nor shall any single or partial exercise of any right, power or remedy prevent any other or further or other exercise of it or the exercise of any other right, power or remedy by either Party. The rights remedies available to either Party under this Agreement are cumulative and are in addition to and not in substitution for any other rights or remedies which the Parties would otherwise have, however arising.

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written:

**EXECUTED AS A DEED by
THE GREATER LONDON AUTHORITY
by affixing its Common Seal
hereunto by Order:**


.....
Authorised Signatory

)
)
)
)



EXECUTED AS A DEED by
THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF
HARINGEY by affixing its Common Seal
hereunto by Order:

)
)
)
)
)





Authorised Officer

Principal Lawyers, Social Care Team

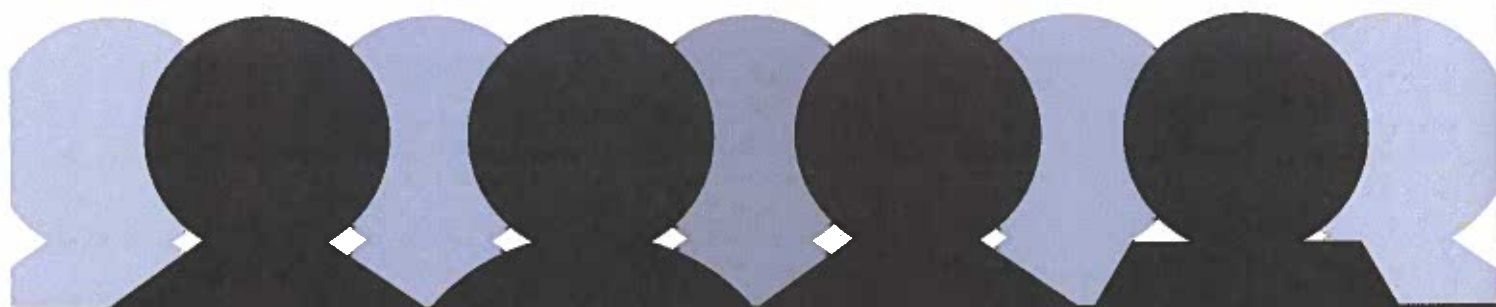
SCHEDULES

1. Specification
2. Logo
3. Allocated Key Tasks and Responsibilities

SCHEDULE 1

Specification

MAYOR OF LONDON



GLA ESF 2014-2020 CO-FINANCING PROGRAMME

SPECIFICATION

HARINGEY HIGHER LEVEL SKILLS



European Union

European
Social Fund

Project Code: P1.1/P2.1/HHLS

Sponsoring Team: Haringey Council

Publication Date: March 2018

Specification for the “Haringey Higher Level Skills Project”

Specification Code: P1.1/P2.1/HHLS

This Specification should be read in conjunction with the GLA ESF Co-Financing Programme 2014-20 Prospectus.

1. Background

1.1 London Economic Action Partnership

ESF in London is managed by the Greater London Authority, which acts as the Intermediate Body for ESF under the strategic direction of the Mayor and the London Economic Action Partnership (LEAP – formerly London Enterprise Panel [LEP] and referred as such within this specification).

The London Enterprise Panel (LEP) produced a detailed European Structural and Investment Fund (ESIF) Strategy in 2014 detailing how ESF supported the capital’s Jobs and Growth aims. The LEP has been allocated approx. £529m for the delivery of the ESIF Strategy for London 2014-20 <https://lep.london/publication/european-funding-strategy-2014-20>.

The ESIF Strategy for London builds on the LEP’s Jobs and Growth Plan. Alongside London’s successes there are many challenges; juxtaposed with highly successful agile and profitable labour markets are significant pockets of deprivation, worklessness and economic under performance. The residents of many London boroughs do not possess the skills or opportunities to share in the successes of local markets. London’s allocation of funding allows the LEP to develop a responsive and relevant portfolio of activities to tackle the ESIF strategy challenges.

The LEP has designed a comprehensive package of ESF provision for adults. The programmes reflect the ESIF Strategy’s themes of freedoms, flexibilities and funding incentives; and respond to the objective of supporting interventions to move adults into sustainable employment.

In developing these programmes, the LEP has applied lessons learnt from the 2007-2013 London ESF programme. As part of the development process for each programme, the LEP brought together stakeholders, including the ESF co-financing organisations (CFOs), local commissioners, boroughs, VCS organisations, providers, researchers and others to identify best practice and discuss how best to support the needs of the target groups.

A summary of the complete package of adult employment and skills programmes- as well as the portfolio of youth employment and skills programmes that is being procured across the CFOs in London (SFA, DWP and Big Lottery Fund) for the first phase of the 2014-20 ESIF programme can be found here: <https://lep.london/publication/european-social-fund-proposed-opt-organisation-provision>. Applicants should ensure that they are aware of support that complements this specification.

1.2 Greater London Authority Co-Financing Organisation

The GLA ESF Programme has been developed to complement existing provision, including piloting new approaches to delivery in order to test effectiveness and scalability, targeting specific cohorts with a focus on disadvantaged workless groups, and building on the Mayoral 'brand'. The GLA worked closely with London's European Programme Management Unit during the design phase to ensure that its programme dovetails with existing CFO provision.

This specification, *Haringey Higher Level Skills*, was developed in consultation with Haringey Council. Haringey Council is giving the GLA match funding to support shared organisational priorities around the efforts to regenerate Tottenham post the summer 2011 disturbances.

2.1 Project Aims

This project aims to deliver at least one unit of a qualification at NVQ level 3 to assist:

- i. Unemployed Haringey residents to access employment
- ii. Haringey residents in low paid/skilled employment to advance in their employment

The training delivered will put Haringey residents on the pathway to gaining full qualifications and in doing so, place them in a better position to secure the higher-level jobs that are a significant and increasing feature of the London labour market. The project has a specific focus on Haringey residents living in the most deprived parts of the borough.

The skills training delivered should have a strong sectoral focus, based on the job rich and growth sectors that have been identified as being strategically important to the borough, and to ensure that the skills residents acquire are relevant to the needs of employers. As such, the applicant will need to demonstrate strong links with employers in the following sectors:

- Construction
- Engineering
- Health
- Childcare

The project complements the series of projects put in place by the GLA and Haringey Council, as part of the Mayor's Regeneration Fund for Tottenham¹, to help local people into employment and to support the borough's regeneration ambitions.

2.2 Project Context

Haringey is one of London's 33 boroughs, located in the north of the capital and more than 11 square miles in area. The borough has levels of deprivation that are characteristic of many Inner London boroughs, illustrated by the fact that 19% of its lower layer super output areas (LSOAs) are amongst the 10% most deprived in England compared to 6% of LSOAs across London as a whole².

This extends to labour market deprivation where Haringey has levels of employment that are generally lower than those in London and England and also disproportionate numbers of people claiming out of work benefits.

¹ More information about the Mayor's Regeneration Fund can be found at - <https://www.london.gov.uk/WHAT-WE-DO/regeneration/what-weve-funded-so-far/mayors-regeneration-fund#acc-i-43952>

² Indices of Deprivation 2015: <http://data.london.gov.uk/dataset/indices-of-deprivation-2015>

The percentage of Haringey residents aged 16-64 with an NVQ level 3 or above qualification, at 65.6%, is currently (January-December 2016) lower than the London average of 66.3% (but higher than the national average of 56.9%). However, only considering the Haringey figure does mask some sub-borough variations; in Hornsey and Wood Green the comparable figure is 73.6% while in Tottenham (the main geographical focus of this project) it is 56.3%³.

At the same time, the LEP's Jobs & Growth Plan⁴ for London projects that between 2011 and 2036 there will be an 800,000 increase in the number of jobs in the capital requiring degree level or higher qualifications. In addition, the UK Commission for Employment and Skills projects that there will be two million additional jobs in the following higher-level occupations by 2022:

- Managers and senior officials
- Professional occupations
- Associate professional & technical occupations⁵

Recent research commissioned by Haringey Council also suggests that some employed Haringey residents are disproportionately under-employed with 61.8% having a NVQ level 4 or above qualification but 53.3% being employed in a job matching that qualification level (Inner London – 65.1% / 62.7%; Outer London – 49.5% / 48.3%). This, in part, suggests that not enough Haringey residents are gaining the right higher-level skills that are relevant to the demands of the London labour market.

The project will be complementary to mainstream and other ESF provision by specifically targeting residents not already accessing this provision who are from deprived communities and parts of the borough. In doing so, the project will help to address the short fall of residents without at least a NVQ level 3 qualification. This is an issue that has not been addressed by current and previous provision, and will give residents a better chance of realising their potential. Haringey Council is anticipating that 5,000 new jobs will be created in Tottenham alone by 2025⁶, including from within the target sectors identified in this specification. As well as the issue of under-employment referenced earlier, Haringey is

³ Source: www.nomisweb.co.uk

⁴ The Jobs & Growth Plan can be found at: <https://lep.london/publication/jobs-and-growth-plan-london>

⁵ Source: Working Futures 2012-2022 – <https://www.gov.uk/government/publications/working-futures-2012-to-2022>

⁶ Source: Tottenham Strategic Regeneration Framework - <http://www.haringey.gov.uk/sites/haringeygovuk/files/tottenham-srf-final.pdf>

currently (November 2016) home to 17,470 people claiming out of work benefits⁷. Given this spare capacity in the local labour force and predicted scale of employment opportunities, this project will be able to complement and add capacity to current and future mainstream and ESF provision. Without this investment, too many of the borough's residents will remain at a comparative disadvantage in the labour market.

By putting people on the pathway to gaining a full qualification at least at NVQ level 3, the project will also support Haringey Council's aim to ensure that at least 65% of Haringey residents will be qualified to at least level 3 by 2030, as articulated in its Economic Development and Growth Strategy⁸. In addition, the project will support the recommendations made by the Haringey STEM (Science Technology, Engineering and Maths) Commission focused on raising attainment and increasing access to STEM⁹ opportunities.

2.3 Project Objectives

The Haringey Higher Level Skills project aims to:

- Engage unemployed, economically inactive and employed Haringey residents aged 18 and over who do not have a NVQ level 3 qualification
- Support a minimum of 280 unemployed or economically inactive Haringey residents to gain at least one unit of a qualification at NVQ level 3 or above (however, please note that this project will not fund full qualifications)
- Support a minimum of 70 Haringey residents in low-paid employment to gain at least one unit of a qualification at NVQ level 3 or above (however, please note that this project will not fund full qualifications)
- Support a minimum of 105 unemployed or economically inactive residents into sustained employment
- Support a minimum of 25 employed people into higher paid employment

⁷ Out of work benefits include: Job Seeker's Allowance, Employment & Support Allowance, Incapacity Benefit and Income Support; source – www.nomisweb.co.uk

⁸ http://www.haringey.gov.uk/sites/haringeygovuk/files/eeconomic_development_and_growth_strategy_pdf_187kb.pdf

⁹ Haringey STEM Commission report – <http://stemcommission.org.uk/wp-content/uploads/2016/07/HC-1177-STEM-Report-AWv2.pdf>

2.4 Target Sectors

The Haringey Higher Level Skills Project aims to equip residents with the skills to secure the higher-level jobs that are a significant and increasing feature of the London labour market. The project will be primarily focused on the following sectors that are strategically important to the borough:

Construction

The Council is committed to regenerating Tottenham and the wider borough, in partnership with the GLA, and has in place a number of ambitious plans aimed at creating more than 5,000 jobs and 10,000 new homes, as well as nearly 1 million square feet of new employment space by 2025¹⁰. Some of the projects that will deliver these targets include the Tottenham Hotspur Football Stadium redevelopment and the Tottenham Hale Housing Zone. The agreements related to these projects have obligations requiring contractors to work with providers identified by the Council for the purpose of helping residents into supply chain employment and training opportunities. As such, the commissioned provider(s) will be expected to work closely with these contractors.

These projects will create a significant number of construction jobs that this project will help Haringey residents to secure. However, this is a sector that reports recruitment issues, particularly around skilled staff¹¹. Therefore, as well as entry level jobs on-site, this will also extend to broader opportunities – including, but not limited to, areas such as project management and Building Information Modelling (BIM) – and this project will play an important role in helping Haringey residents to access them.

Engineering

The rail industry is a major cog of the UK economy accounting for expenditure of around £12 billion per year and providing more than 200,000 jobs¹². Major projects like Crossrail and High Speed 2 will increase the number of jobs further. In Haringey, there are two key projects that are of strategic importance and will act as a significant source of local jobs in this sector: the Hornsey Rail Depot (with Siemens); and the West Anglia Main Line

¹⁰ More information about the borough's regeneration ambitions can be found at - <http://www.haringey.gov.uk/regeneration>

¹¹ As an example, see: CITB (2016) Skills & Training in the Construction Industry – <http://www.citb.co.uk/research/research-reports/skills-training-construction-industry/>

¹² Department for International Trade (2014): A guide to the UK rail sector – <https://www.gov.uk/government/publications/a-guide-to-the-uk-rail-sector>

improvement project (with VolkerFitzpatrick) that will particularly impact on parts of North and South Tottenham. These projects can help the wider engineering sector to generate an additional £22bn a year to the UK economy from 2022. However, the UK at all levels of education does not currently have either the current capacity or the rate of growth needed to meet the forecast demand for skilled engineers by 2022¹³.

As with the construction industry, there will be a number of opportunities beyond entry level roles – again in areas that include, but are not limited to, project management and BIM – that this project will be able to help Haringey residents to secure and, in doing so, support the wider strategic objectives cited above.

Health

The National Health Service is the fifth largest employer in the world¹⁴ and, as such, is a source of significant jobs. Life expectancy at birth having risen by 8.3 years for males and 6.0 years for females over the period 1980-1982 to 2013-2015¹⁵, and is expected to increase further. This will put increased pressure on the NHS and other areas of the health sector, such as social care, requiring highly skilled staff to help meet this challenge. The challenge will be more significant considering the recruitment and retention issues that are present in the health and social care sector¹⁶.

The borough is mainly served by two hospitals, The Whittington and North Middlesex University Hospitals, as well as a number of social care providers that are a significant source of local employment. This project will be expected to help people to gain the skills to secure jobs, including direct healthcare and/or clerical, in this sector.

¹³ Source: Engineering UK Report 2015 – http://www.engineeringuk.com/Research/Engineering_UK_Report_2015/

¹⁴ Source: Forbes – <http://www.forbes.com/sites/niallmccarthy/2015/06/23/the-worlds-biggest-employers-infographic/#12ca958551d0>

¹⁵ Source: ONS life expectancy statistics – <https://www.ons.gov.uk/peoplepopulationandcommunity/birthsdeathsandmarriages/lifeexpectancies/bulletins/nationallifetablesunitedkingdom/20132015>

¹⁶ For more information on these issues, see: UKCES UK Employer Skills Survey 2015 – <https://www.gov.uk/government/publications/ukces-employer-skills-survey-2015-uk-report>

Childcare

There are estimated to be around 300,000 self-classified workers in childcare across the UK and childcare is a sector that is often cited as having problems with recruitment, retention and workforce turnover¹⁷. The Nutbrown Review¹⁸ also highlighted the need for at least 70% of childcare staff to be qualified to at least NVQ level 3.

In Haringey, there are 9 children's centres and over 200 additional nursery and childminder options for parents. The Government's priority to increase the availability of affordable childcare to working parents, partly through plans to offer 30 hours of free childcare to working parents of 3-4 years olds, will require an expansion of provision and a need for further recruitment and staff development that this project will aim to support.

2.5 Project Methodology

The project aims to equip Haringey residents with the higher-level skills necessary to attain successful jobs and careers in the London labour market. More specifically the project will be focused on helping residents gain at least one unit of a qualification, rather than a full qualification (gaining a full qualification will not be a funded element of this project). As such, applicants will need to outline: why the particular unit(s) are being chosen; what arrangements (including with partners) they will have in place to make sure that this project is part of a pathway to help participants gain a full qualification beyond their time on their project; and how this will open routes into employment. Moreover, applicants will need to have regard for the Apprenticeship Levy and consider how they will work with employers to open routes to participants gaining a full qualification and employment.

As the project will be focused on higher level skills, applicants will need to outline how the training that will be delivered, and will be relevant to the unit(s) of a qualification achieved. The GLA want to encourage London Living Wage and a bonus payment will be paid for participants entering LLW employment or progressing within the period of the project.

¹⁷ Source: UCL - <https://www.ucl.ac.uk/childcareinbritain/research-outputs/documents/Childcare-in-Britain-WEB.pdf>

¹⁸ The Nutbrown Review can be found at – https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/175463/Nutbrown-Review.pdf

The training delivered as part of this project can be offered to people in low-paid employment, so can be used for workforce development purposes and as a means of helping these individuals on the pathway to gaining qualifications at least at NVQ level 3 and, as a result, accessing higher paid employment opportunities. Applicants will need to consider how they will engage and work with employers and employees to deliver the relevant targets set out in sections 2.3 and 2.8.

A series of outputs and outcomes will be funded that will assist individuals while creating an economic benefit to Haringey and London. The GLA / Haringey Council will score applications favourably where they demonstrate that the applicant intends to use the most appropriate, bespoke mechanism to support each participant. Applicants are therefore encouraged to design their projects in a way that will allow a flexible approach to suit participant needs.

Haringey Council has a historic commitment to tackling worklessness in the borough and the provider(s) commissioned through this specification will need to have regard for a number of current and future projects, including:

Haringey Employment & Skills Team (HEST)

This is Haringey Council's employment support service based at Wood Green Central Library. As well as identifying and recruiting eligible participants, the provider(s) will be able to accept referrals from HEST, and other appropriate local providers, for clients who could benefit from the training on offer as part of the project¹⁹. In addition, the provider(s) will be expected to work closely with the Council's Economic Development and Regeneration Teams to ensure that the project remains focused on delivering the best possible outcomes for the target groups.

Haringey Employment & Recruitment Partnership (HERP)

HERP is comprised of the major employment and training organisations in the borough and its purpose is to work with employers to offer a co-ordinated and seamless recruitment service. This includes local regeneration schemes where the partnership will work with developers, contractors and sub-contractors to help them fulfil Section 106 local labour obligations. The provider(s) will be expected to join HERP to contribute to this partnership

¹⁹ More information about HEST can be found at – <http://www.haringey.gov.uk/jobs-and-training/help-getting-job/employment-skills-team>

approach.

London ESF Programme

The LEP is overseeing a programme of ESF funded activities across London that, as referenced earlier, this project will intend to complement and add capacity to given the scale of employment opportunities and slack in local labour supply²⁰.

Referrals can be made between projects where distinct outputs and results are delivered. For example, the ESF health and social care and construction projects, delivered by Learndirect and Ixion Holdings respectively in the contract package areas pertaining to Haringey, will be able to refer individuals who have completed NVQ level 1 or level 2 training to access the provision, starting at NVQ level 3, on this project; and the same referral mechanism can apply to individuals who are engaged as part of this project and assessed as having more need for NVQ level 1 or 2 provision.

London Councils Borough ESF Employment Programme

Haringey Council is participating in the London Councils Borough ESF Employment Programme and will be co-commissioning an employment support project targeted at unemployed and economically inactive Haringey residents.

Work & Health Programme

The devolved Work & Health Programme in London has been commissioned and managed by four sub-regional groupings of boroughs (Haringey is in the Central London sub-region with eleven other boroughs). On completion of the procurement process, Ingeus has been selected to deliver the Work & Health Programme, branded Central London Works, across the Central London sub region.

Effective engagement of participants will be seen as a key element of this project. This is to ensure that the maximum number of people from the identified target groups are reached and supported. As a result, the provider(s) should consider options to engage with participants from a range of public and community venues across Haringey, including (but not limited to):

²⁰ More information about ESF projects currently being funded can be found at:
<https://lep.london/sites/default/files/Summary%20of%20ESF%20Provision%2018Q417.pdf>

- Children's centres
- Community centres
- Customer service centres
- GP surgeries
- Housing offices (including for the purpose of engaging with people affected by Welfare Reform)
- Jobcentres
- Libraries
- Schools

In addition, applicants will need to bring forward and robust and credible strategies to engage with people in low-paid employment, one of the key target groups for this project.

The GLA / Haringey Council consider that in order to successfully deliver the required outcomes this project should incorporate particular components, and applications should set out how they will deliver the following aspects:

Stage	Activity
Identify target sectors	The project should focus on the sectors that have been identified as being strategically important to the borough and London: construction; engineering; health; and childcare. In the PQQ, applicants will be able to evidence that they have the requisite level of experience and expertise to support skills development in these sectors; part of this should include evidence of working and consulting with employers in these sectors and any other relevant stakeholders (e.g. Chambers of Commerce, Sector Skills Councils).
Identify and recruit participants	The process of ensuring that eligible residents from the target geographical areas are identified and recruited onto the project.
Assess participants' needs	An individualised assessment of a participant's needs to determine their aspirations, skills, qualifications, experience and preferences, and of any gaps the project can fill to help the participant enter employment. The assessment will also be recorded and regularly reviewed to monitor progress.

Deliver and record interventions	Interventions that are delivered, in line with the individual assessment, to help the participant enter employment should be delivered and recorded in line with contractual requirements.
Provide or help participants to access wrap around support as needed	The provision of wrap around support (e.g. support to manage a health condition/disability) to enable the participant to enter employment. This should involve working with key local stakeholders like the local authority and Jobcentre Plus.
Support participant to commence employment	This can include support around job-search, CVs, application forms, mock interviews/assessments and engaging with employers to source appropriate vacancies.
Education / training establishment engagement	The methodologies that will be used to engage with education / training establishments in order to ensure that participants continue on a training and skills development pathway to gain a full qualification.
Support participant to sustain employment training	This will involve in-work support, made available to both the participants and employers to ensure that employment is sustained for at least 26 weeks.

2.6 Project Geography / Area of delivery

The project will be delivered in Haringey with an expectation that at least 70% of participants come from the Tottenham parliamentary constituency, the area of the borough with the highest levels of worklessness and low skills, made up of the following wards:

- Bruce Grove
- Haringay
- Northumberland Park

- Seven Sisters
- St Ann's
- Tottenham Green
- Tottenham Hale
- West Green
- White Hart Lane

No more than 30% of participants should come from the Hornsey and Wood Green parliamentary constituency, which is comprised of the following wards:

- Alexandra
- Bounds Green
- Crouch End
- Fortis Green
- Highgate
- Hornsey
- Muswell Hill
- Noel Park
- Stroud Green
- Woodside

2.7 Project Scope

Project Target Group and Eligibility:

In addition, on joining the ESF project, participants **must**:

- be aged 18 and over
- reside in the London Borough of Haringey
- not have an existing NVQ level 3 or above qualification
- be either: unemployed, economically inactive or in low-paid employment

The project **must** have regard to recruiting people from the following disadvantaged groups:

- Participants with disabilities or health conditions
- Participants from ethnic minorities
- Participants aged under 25
- Participants aged 50 and over
- Lone parents

On joining the ESF project, participants **must not** be in:

- full-time education either in a school, a FE institution or a HE institution; or
- work based learning (including apprenticeships, Foundation Learning and NVQ learning); or
- other education or training (including independent colleges, and training centres); or
- participating in any other provision that will deliver the same sustained outcomes as this project.

2.8 Project outputs & outcomes

This project has the following identified parameters:

Minimum outcomes	Available Budget
<p>Minimum of 280 people who are unemployed or economically inactive achieving at least one unit of a qualification at least at NVQ level 3 (unemployed and economically inactive people)</p> <p>Minimum of 70 people who are in low-paid employment achieving at least one unit of a qualification at least at NVQ level 3 or above</p> <p>Minimum of 105 people who are unemployed or economically inactive into sustained employment for 26 out of 32 weeks (unemployed and economically inactive people)</p> <p>Minimum of 25 employed people sustaining higher paid employment</p>	£900,000

Funding will be made available for one project covering the priority sectors identified. Applicants will need to ensure that their proposed supply chains have the necessary expertise and experience to meet these sectoral priorities.

2.8.1 The Payment Model

An advance payment amounting to a maximum of 5% of total providers will be made and recovered against payments made for the number of people who are unemployed, economically inactive or in low-paid employment who gain at least one unit of a qualification, at least at NVQ level 3).

The GLA will make the following payments:

- Starters
- Units of level 3 qualifications
- Entry to employment
- Progression within employment
- Sustained employment
- Sustained progression

The 'GLA Payment Trigger Calculator should be used to vary the proportional payments in order to compare project income against project cost.

London Living Wage

The project will need to have regard for the Mayor's aim for all Londoners to be paid and treated fairly by their employers, including paying at or above the London Living Wage, to the extent permitted by law, and in line with the [Good Work Standard](#) and the [GLA Group's Responsible Procurement Policy](#). As such, in addition to the payment triggers linked to employment paid at least at the London Living Wage, all lead delivery staff working wholly or partly on the project will need to be paid at least at the London Living Wage, in line with the [Living Wage Friendly Funder](#) requirements. Delivery providers will also be encouraged to become [Living Wage accredited](#).

2.8.2 Target Groups

The project should aim to recruit clients from the following Target Groups;

Target Group	Target (%) (Unemployed and economically inactive participants)	Target (%) (Participants in low-paid employment)
Outputs		
Participants with disabilities or health conditions	22%	10%
Participants from ethnic minorities	50%	50%
Participants aged under 25	20%	20%
Participants aged 50 and over	15%	15%
Lone parents	16%	10%

2.9 Evaluation

There will be a requirement for the Lead Partner (and their sub-contractors as appropriate) to conduct a Self-evaluation for this project.

Lead Partners (and their sub-contractors as appropriate) will be required to follow the principals set out in the Treasury Green Book:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220541/green_book_complete.pdf

and The Magenta Book on Appraisal and Evaluation:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/220542/magenta_book_combined.pdf

and the GLA ESF Evaluation Template document, which will be provided to preferred suppliers. Lead Partners will be required to produce a Theory of Change/Logic Chain, and where appropriate this will also be required of all sub-contractors.

2.10 Timescales

Publish	March 27 th 2018
Deadline for applications	May 4 th 2018
Interviews	Week commencing 18 th June 2018
Applicants notified	Week commencing 9 th July 2018
Pre-Grant Meeting	August 2018
Start-up phase ends	September 2018
Delivery Starts	October 2018
Delivery Ends	June 2021
Self-Evaluation Report submitted	July 2021

SCHEDULE 2

The Logo

Haringey
LONDON

SCHEDULE 3

Allocated Key Tasks and Responsibilities

Task	GLA	Sponsor
Develop a Specification for the Project	✓	✓
Develop procurement documents for the Project including the formulation of scoring criteria and weightings for selection of the Ultimate Recipient	✓	
Review applications for the Project and select the Ultimate Recipient	✓	✓
Develop and enter into a Project Delivery Agreement with the Ultimate Recipient	✓	
Monitor the Ultimate Recipient's progress on the Project	✓	
Actively manage the performance of the Ultimate Recipient including supporting the Ultimate recipient through the delivery of the Project	✓	
Identify and proactively manage any under delivery of the Project by the Ultimate Recipient	✓	
Attend meetings of the Project Steering Group	✓	✓
Make payments to the Ultimate Recipient as appropriate	✓	
Maintain Project payment, progress and audit information	✓	
Develop and agree a format for quarterly written reports on the Ultimate Recipient's delivery of the Project and progress of the Project	✓	✓

Provide Sponsor with quarterly written progress reports including Monthly Progress Reports, Dashboard and at least one case study in each report..	✓	
Review Project on completion and Report to the Sponsor on the Project outcomes.	✓	