

Contract Authorisation Form¹	Completion Number² C04313
	Seal Number³ - N/A
1.0 Project / Programme Name	Mobile Garden at Hackney Bridge
1.1 Agreement Name	Grant Agreement with Our Parklife for Mobile Garden at Hackney Bridge Jan 2021 to end of 2023

***PLEASE NOTE: details of all LLDC agreements incurring costs of £5,000 or more are published via our website. Sections marked with an asterisk (*) are included in this disclosure and so it is imperative that you complete these sections with clarity and accuracy.**

2.0 Description of Agreement(s) to be executed*	Grant agreement with Our ParkLife for Mobile Garden at Hackney Bridge 2021 to end of 2023 for LLDC's contribution towards programming, maintenance and management costs associated with the garden. The head lease with MakeShift for Hackney Bridge specifies provisions for Mobile Garden at Hackney Bridge including the lease of the site to LLDC's chosen operator Our Parklife.		
2.1 Parties to the Agreement* (Please do not use this form for E20 Stadium LLP agreements.)	LLDC	Our Parklife 09242285	
2.2 Form of Document(s)⁴	Grant agreement		
2.3 Execution Method⁵	<input checked="" type="checkbox"/> Signature / <input type="checkbox"/> Seal (/ <input type="checkbox"/> Initial)		
2.4 Start and End Dates* (If applicable, end date of final extension)	Start: 22/03/2021	End: 31/12/2023	Option to extend until:
2.5 Expenditure / Income	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> Income	<input checked="" type="checkbox"/> N/A
2.6 Agreement Value* (If applicable, options values)	Agreement £135,000		Options £
2.7 Procurement Method*	[STA number / Proc. Process / N/A] N/A		Proc. Ref. Nr: N/A
2.8 Property Agreements⁶	<input type="checkbox"/> Lease/licence / <input checked="" type="checkbox"/> N/A		PAT Form Nr:
2.9 Standard LLDC Template Agreement / Bespoke⁷	LLDC Agreement Template: Grant agreement <input type="checkbox"/> Amended / <input checked="" type="checkbox"/> Unamended <input type="checkbox"/> N/A		

N.B. This section must be completed in full prior to submission for final signing

¹ This form must be completed for all agreements which create an on-going relationship between any party and the LLDC (contracts, MoU, AfL, Grant Agreements, etc.). Please liaise with Procurement for guidance.
² Gareth Mc Callion will provide you with a completion number and an Oracle Fusion agreement number when your agreement has been completed and registered. You will require this information to complete a purchase order related to this contract.
³ Gareth Mc Callion will complete with a seal log number when the seal is applied. This box is for F&CS use only.
⁴ **On LLDC terms, the other party must sign the agreement first and must not date.**
⁵ Amendments must be signed / initialled by the signatories. If required, please tab the pages.
⁶ If agreement relates to property rights, please ensure the Property Asset Terrier form is completed and issued to POV.
⁷ Legal sign-off is not required for agreements which use the LLDC templates unamended.

<p>3.0 Project Approval (Docs: e.g. PID / FPA / OBC / BAU / VFM Checklist)</p> <p><i>If BAU is selected, please ensure <u>ALL</u> BAU lines are completed.</i></p>	<p>Doc: No: BAU: Communities and Business Revenue and capital</p> <p>Doc/BAU Approval Date: ...March 2020.....</p> <p>BAU Budget Line: Communities and business revenue and capital.....</p>
<p>3.1 Commercial/Procurement Approval</p> <p><i><u>ALL</u> documents require commercial sign-off prior to submission for final signing.</i></p>	<p>Signature</p> <p>Print Name</p> <p>Date</p>

4.0 Legal / Commercial Advice⁸

- EITHER Legal Advice not required** because the agreement is an unamended LLDC Template.
- OR Internal Legal Advice:** "I confirm that the document(s) have been reviewed and on the basis of the information provided, we have advised on the foreseeable legal risks."
- OR LLDC Commercial Director (or Head of Procurement):** "I confirm that I have reviewed the document(s) and, on the basis of the information provided, am satisfied that the agreement represents a low risk, and/or all amendments to the LLDC template represent a low level of risk."
- OR External Legal Advisor Declaration:** "I confirm that the documents(s) have been prepared in accordance with the instructions from LLDC and that I have the authority to sign this form on behalf of the firm."

As a contract / deed

Doc. to be dated:

.....
Signature of Legal Officer

.....
Print Name

.....
Date

.....
Firm (If external legal advisor)

5.0 Officer Recommending Document for Signing/Sealing confirms:⁹

- The appropriate project approval document is approved for this contract and there is sufficient budget in the project approval for the work set-out in the agreement and for the LLDC risks.
- The above details are correct and are properly reflected in the agreement document(s).
- I have complied with all LLDC requirements, that I am satisfied that the contents of this document accord with my instructions and that I have the authority to recommend this document to be completed by the LLDC.
- Any amendments made to the terms since the original project approval have been duly authorised and properly reflected in the document.

Signature:  ... Print Name:  Date: ...22/03/2021...

6.0 Authorised Signatories:

Please submit this form to the Contracts Coordinator, Finance & Corporate Services, once authorised signatories have signed the CAF and document. Return of documentation to Legal or other party is the responsibility of the Officer recommending signature.

SIGNING: Requires two authorised signatures. See *Procurement for guidance on authorising signatures.*

SEALING: Requires one primary authorised signature on the documents

CAFs: Will ALWAYS require two authorised signatures: See *Procurement for guidance on signatures.*

Primary Authorised Signatory

Lyn Garner (CEO)

Secondary Authorised Signatory

Anthony Hollingsworth (EMT member)

Colin Naish (EMT member)

⁸ Confirmation from the relevant lawyer at Transport of London by email attached to this form is acceptable.

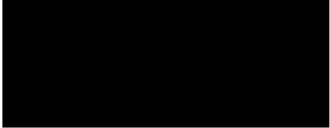
⁹ This should be the Project Manager or the Officer responsible for day-to-day management of the contract/project.

- Gerry Murphy (Deputy CEO)
- Peter Hendy (Chair)
- Board Member

Date:/...../.....

- Mark Camley (EMT member)
- Paul Brickell (EMT member)
- Ed Stearns (EMT member)
- Rosanna Lawes (EMT member)
- Rachel Massey (Authorised counter signatory)
- Andrea Gordon (EMT member)

Date: **22/03/2021**



From: [Paul Brickell](#)
To: [REDACTED]; [Contracts](#); [Mark Camley](#)
Cc: [REDACTED]
Subject: RE: Mobile Garden grant agreement Our Park life
Date: 22 March 2021 09:55:05
Attachments: [image001.png](#)

Hi [REDACTED]

Yes, I'm very happy for my signature to be attached.

Hope you're well and enjoying this sunny spring morning – even if it's only by looking at it!

Best wishes

Paul

From: [REDACTED]
Sent: 22 March 2021 09:48
To: [Contracts](#) <Contracts@londonlegacy.co.uk>; [Paul Brickell](#) <PaulBrickell@londonlegacy.co.uk>; [Mark Camley](#) <MarkCamley@londonlegacy.co.uk>
Subject: Mobile Garden grant agreement Our Park life

Good morning

Please find attached a CAF and signed grant agreement for the Mobile Garden at Hackney Bridge with Our Parklife.

Paul and Mark- are you happy for your signature to be added to the grant agreement. The grant agreement covers the period from Jan 2021 to December 2023 and is our contribution to support the programming, engagement and maintenance activity of the Mobile Garden whilst at Hackney Bridge. The headlease with MakeShift gave provision for the garden and OurParkLife as operator.

Any questions let me know.

Thank you,

[REDACTED]

Community and Sustainability Manager
Queen Elizabeth Olympic Park
London Legacy Development Corporation
Level 10
1 Stratford Place, Montfichet Road
London
E20 1EJ

Direct: 020 3288 [REDACTED]

Mobile: [REDACTED]

Email: [REDACTED]@londonlegacy.co.uk

Web: www.queenelizabetholympicpark.co.uk/



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For more information please visit www.QueenElizabethOlympicPark.co.uk

Keep up to date on construction of Stratford Waterfront at:

stratfordwaterfront.commonplace.is

From: [Mark Camley](#)
To: [REDACTED]; [Contracts](#); [Paul Brickell](#)
Subject: RE: Mobile Garden grant agreement Our Park life
Date: 22 March 2021 11:30:49
Attachments: [image001.png](#)

I am content for my signature to be applied.
Mark

From: [REDACTED]
Sent: 22 March 2021 09:48
To: [Contracts](#) <Contracts@londonlegacy.co.uk>; [Paul Brickell](#) <PaulBrickell@londonlegacy.co.uk>; [Mark Camley](#) <MarkCamley@londonlegacy.co.uk>
Subject: Mobile Garden grant agreement Our Park life

Good morning

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Any questions let me know.

Thank you,

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GRANT FUNDING AGREEMENT

PROJECT – COMMERCIAL

THIS AGREEMENT for the provision of grant funding is made on **22 March 2021**

BETWEEN

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** a Mayoral Development Corporation of Level 10, 1 Stratford Place, London E20 1EJ (the “**Corporation**”); and
- (2) **OUR PARKLIFE CIC** (a Community Interest Company in England under registration number 09242285) whose registered office is at Shared Services Centre Q3 Office, Quorum Business Park, Benton Lane, Newcastle Upon Tyne, NE12 8EX (the “**Recipient**”).

BACKGROUND

- (A) The Recipient submitted a proposal **February 2021** (copy attached at Schedule 5 of this Agreement). The Corporation has awarded the Funding on the basis of this proposal.
- (B) The provision of the Funding amounts to a conditional gift and not the procurement of works or services on the part of the Corporation.
- (C) The Recipient has committed itself to achieve out the Objectives and to use its reasonable endeavours to secure additional funding from other sources for the same purpose.
- (D) This Agreement sets out the terms and conditions upon which the Corporation will make the Funding available to the Recipient.

1. Definitions and Interpretation

In this Agreement:

- 1.1 the following words and expressions shall have the following meanings unless the context otherwise requires:

“Additional Funding”	as defined in clause 4.8
“Anti-Bribery Laws”	any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010
“Anti-Slavery Policy”	a policy implemented by the Service Provider which sets out the procedures the Service Provider has put in place to comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act;
“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England

“Corporation’s Representative”	any person nominated by the Corporation from time to time to be its representative for any matters relating to this Agreement
“Confidential Information”	all information in respect of the business of the Corporation including know-how and other matters connected with the activities of the Corporation, information concerning the Corporation’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of the Corporation and of such persons and any other information which, if disclosed, will be liable to cause harm to the Corporation
“Contract”	this Agreement, including the Schedules and all other documents referred to in this Agreement
“Contract Information”	(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 4 which shall consist of the Recipient’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount
“Data Protection Legislation”	<p>means:</p> <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003
“Expenditure Incurred”	expenditure connected with the Project in respect of which the Recipient has received relevant goods and services, or in respect of which it has entered into contractual obligations, for which payment has been made or is due to be made
“FOI Legislation”	(a) the Freedom of Information Act 2000;

	<p>(b) the Environmental Information Regulations 2004; or</p> <p>(c) any applicable guidance or directions relating to the disclosure of information with which the Corporation is bound to comply</p>
“Funding”	a sum of one hundred and thirty five thousand pounds (£135,000) to be paid to the Recipient by the Corporation in accordance with the terms and conditions of this Agreement
“Funding Schedule”	the schedule of payments agreed between the parties as set out in Schedule 3 to this Agreement
“Grant Period”	the period for which the Funding is awarded starting on the date hereof and ending on 31 st December 2023
“Insolvent”	the Recipient is Insolvent where it:
	<p>(a) gives notice under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up;</p>
	<p>(b) has a winding up petition based upon a petition debt presented against it;</p>
	<p>(c) has a winding-up order or a notice of striking off made in respect of it;</p>
	<p>(d)</p> <p>(i) has an administration order or an application for an administration order made in respect of it; or</p> <p>(ii) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court;</p>
	<p>(e) proposes, makes or is subject to:</p> <p>(i) a company voluntary arrangement;</p> <p>(ii) a composition with its creditors generally;</p> <p>(iii) an application to a court of competent jurisdiction for protection from its creditors generally; or</p>

	(iv) a scheme of arrangement under Part 26 Companies Act 2006;
	(f) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
	(g) ceases to trade or appears, in the reasonable opinion of the Corporation, to be likely to cease to trade;
	(h) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction
“Intellectual Property Rights”	all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions
“Objectives”	the outcomes, purposes and objectives to be achieved by the Recipient as part of the Project as set out in Schedule 1 and any amendment thereto agreed between the parties in accordance with clauses 11 and 12
“Personal Data”	has the meaning given to it in Data Protection Legislation
“Processing”	has the meaning given to it in Data Protection Legislation
“Project”	the Project in respect of which the Corporation is making the Funding available as set out in Schedule 1 together with the Objectives listed therein
“Recipient’s Representative”	the representative of the Recipient responsible for ensuring the effective delivery and management of the Project
“Review Meeting”	as defined in clause 12.1
“Transparency Commitment”	means the Corporation’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Corporation’s own published transparency commitments

1.2 all headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;

- 1.3 unless the context otherwise requires:
- 1.3.1 references to the singular include the plural and vice versa and references to any gender include every gender; and
 - 1.3.2 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.4 references to any statute or statutory provision shall include any subordinate legislation made under it and shall be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.5 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them;
- 1.6 an obligation on a party to procure or ensure the performance or standing of another person shall be construed as a primary obligation of that party; and
- 1.7 in the event and to the extent only of any conflict or inconsistency between the information contained in the Schedules and the provisions of the main body of this Agreement, the information set out in the Schedules shall prevail.

2. Purpose of the Funding

- 2.1 The Recipient shall use the Funding during the Grant Period in pursuance of the Objectives in relation to the Project in accordance with this Agreement.
- 2.2 The Funding shall not be used for any other purpose without the prior written agreement of the Corporation.
- 2.3 The Recipient shall not make any significant change to the Project or the Objectives without the prior written agreement of the Corporation.
- 2.4 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the Objectives of the Project are being met and this Agreement is being adhered to.

3. Duration of Agreement

This Agreement shall commence on the date at the head of this Agreement and, subject to the provisions for early termination set out in this Agreement, shall continue in force until all obligations connected with the Funding have been discharged in full.

4. Payment, financial monitoring and tax

- 4.1 Subject to clause 7 (Breach of Conditions and Recovery of the Funding), the Corporation shall pay the Funding to the Recipient in accordance with the Funding Schedule, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Funding can only be made to the extent that the Corporation has available funds.

- 4.2 Notwithstanding the Funding Schedule, Funding shall not be paid unless and until the Corporation is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 4.3 The amount of the Funding shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 4.4 The Funding shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 4.5 The Recipient shall not transfer any part of the Funding to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Corporation.
- 4.6 The Recipient shall promptly repay to the Corporation any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies have been paid in error before all conditions attaching to the Funding have been complied with by the Recipient.
- 4.7 Should any part of the Funding remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Corporation.
- 4.8 The Recipient shall use its reasonable endeavours to secure additional funding for the Project from third parties ("**Additional Funding**").
- 4.9 The provision of the Funding amounts to a conditional gift and is therefore not subject to value added tax. If the UK government rules at any time that this Agreement be subject to value added tax, the Recipient agrees that the Funding shall have included any and all applicable value added tax.

5. **Ineligible Expenditure**

- 5.1 Without prejudice to the fact that the Recipient must only use the Funding for the purpose of achieving the Objectives, the Recipient must not use monies paid to it by the Corporation under this Agreement for:
 - a) Objectives not listed in Schedule 1;
 - b) recoverable input VAT incurred;
 - c) any liability arising out of the Recipient's negligence or breach of contract;
 - d) any expenditure or any related administration costs funded or paid for by a third party;
 - e) payments for unfair dismissal, constructive dismissal or redundancy to staff;
 - f) any expenditure commitments of the Recipient entered into before the date of this Agreement;
 - g) payments to members of its governing body; and/or
 - h) the payment of any Ombudsman's award or recommendation as regards

compensation for maladministration.

5.2 The list in clause 5.1 is not comprehensive. Other expenditure apart from that mentioned in clause 5.1 may also be ineligible for Funding under the terms of this Agreement and various incorporated documents. The Recipient must consult the Corporation if there is any doubt as to whether particular costs are eligible.

6. Financial Accountability

6.1 The Recipient must ensure that the requirements set out in this Agreement, and in any clarification or guidance issued from time to time by the Corporation, are complied with. In particular the Recipient shall:

- a) agree in writing in advance with the Corporation any changes to any of the Objectives as set out in Schedule 1;
- b) establish effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;
- c) notify the Corporation of the monitoring and financial systems in place, and comply with the Corporation's reasonable requirements for these systems.
- d) notify the Corporation immediately if any financial irregularity in the use of the Funding 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;
- e) notify the Corporation immediately if any other financial irregularity is suspected, and indicate the steps being taken in response.
- f) notify the Corporation immediately if the Recipient is Insolvent, or if it has no reasonable prospect of avoiding Insolvency in the future.
- g) keep a record of all Expenditure Incurred together with full supporting evidence and Additional Funding received, and the Recipient shall deliver to the Corporation a report setting out a detailed analysis of how the Funding has been spent, with such report to be approved by the Corporation within 30 days of its receipt. All evidence of Expenditure Incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the end of the Grant Period;
- h) make all relevant documents available and provide access at any time for:
 - i. inspection visits and scrutiny of files by the Corporation or anyone acting on their behalf and by the Audit Commission; and
 - ii. an external audit and review of the Objectives and of financial appraisal and monitoring systems; and
- i) notify the Corporation in writing of any change in the identity of the Recipient's Representative.

6.2 The Recipient shall on request provide the Corporation with such information, explanations and documents as the Corporation may reasonably require in order for

it to establish that the Funding has been used properly in accordance with this Agreement.

- 6.3 The Recipient shall permit any person authorised by the Corporation such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

7. Breach of Conditions and Recovery of the Funding

- 7.1 The Corporation may at its absolute discretion reduce, suspend or withhold Funding, or subject to and reasonable expenditure incurred require all or part of the Funding to be repaid if:

- a) the delivery of the Project does not start within six (6) months of the date of this Agreement and has failed to provide the Corporation with a reasonable explanation for the delay;
- b) the Recipient fails to deliver the Project or achieve the Objectives and/or the delivery of the Project is judged by the Corporation to be unsatisfactory. For the purposes of this clause 7.1 (b), unsatisfactory shall mean the failure of the Recipient to deliver the Project or achieve the Objectives as listed in Schedule 1 of this Agreement;
- c) there is a substantial change to the Project or the Objectives which the Corporation has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under this Agreement or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the Corporation;
- d) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the Corporation reasonably considers to be material;
- e) the Recipient fails to comply with any of the terms and conditions set out in this Agreement;
- f) the composition of the Recipient changes, or the Recipient becomes Insolvent or is dissolved in any way;
- g) any other circumstances significantly affect the Recipient's ability to deliver the Project and/or achieve the Objectives or result in or are in the reasonable opinion of the Corporation likely to lead to the Project and/or the achievement of the Objectives as approved not being completed;
- h) any of the events referred to in clause 6.1 (d), (e) or (f) occur;
- i) there is a failure to keep and maintain the records specified in clause 6.1(g) or there is a failure by the Recipient to deliver the report referred to in clause 6.1(g);
- j) the Funding has not been used for any one or more of the purposes for which it was given;

- k) insufficient measures are taken by the Recipient to investigate and resolve any financial irregularity or the Corporation reasonably concludes the Funding is at risk of being misapplied;
- l) the Recipient obtains duplicate funding from a third party for the Project;
- m) the Recipient provides the Corporation with any materially misleading or inaccurate information; and/or
- n) there are any other reasons why in the opinion of the Corporation the Project is being carried out in such a way as to conflict with the objectives of the Corporation or in a way that brings the Corporation into disrepute.

7.2 The Recipient shall notify the Corporation immediately and provide the Corporation with a full written explanation, if any of the circumstances in clause 7.1 above arise.

7.3 If the Corporation becomes entitled to exercise its rights under clause 7.1, 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 Corporation's rights under clause 7.1, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to the Recipient. If the Recipient complies with those conditions the Corporation shall not take any further action under clause 7.1. If the Recipient breaches any of those conditions, or commits any new breach of this Agreement, then the Corporation shall again be entitled to exercise all or any of its rights under clause 7.1.

8. Competitive Tendering

Where the Recipient is letting a contract in connection with the Project and if the contract is to be funded in whole or a substantial part by the Funding, it shall do so wherever possible through competitive tendering procedures. The contract should be awarded to the tender that is the most economically advantageous, which may not necessarily be the lowest tender. Single tender action may be justified in certain circumstances, for example, where there is a sole supplier with a unique service or product. Where single tender is used, the Recipient must keep a formal record of its justification and that it has been properly authorised.

9. Publicity

9.1 The Recipient shall ensure that, where appropriate, publicity is given to the Project and the fact that the Corporation is financially supporting the Project. In acknowledging the contribution made by the Corporation, the Recipient must comply with any guidance on publicity provided by the Corporation and the Corporation's name and logo (in the form set out in Schedule 2 or as amended from time to time) shall be used wherever possible, subject to clause 9.2. In using the Corporation's name and logo, the Recipient shall comply with the branding guidelines issues by the Corporation from time to time.

9.2 All publicity generated by the Recipient referring to the Corporation and/or the Project must be approved in writing in advance by the Corporation's Representative.

9.3 The Recipient shall ensure that it does not by its own actions or omissions, or those of its contractors or agents, harm the Corporation's reputation or bring the Corporation into disrepute.

10. Agency

10.1 The Recipient is not and shall in no circumstances hold itself out as being the agent or partner of the Corporation.

10.2 The Recipient is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Corporation, or in any other way to bind the Corporation, to the performance, variation, release or discharge of any obligation or power; or to make any statement on behalf of the Corporation (unless approved in writing in advance).

10.3 The employees of the Recipient are not, shall not hold themselves out to be, and shall not be held out by the Recipient as being, employees of the Corporation for any purpose whatsoever.

11. Amendment

The Recipient understands that amendments to this Agreement may be necessary in accordance with instructions and guidance issued by the Corporation. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto, but the Recipient shall comply with any formal procedures for amending agreements which the Corporation may have in place from time to time and shall not unreasonably withhold or delay its consent to any amendment proposed by the Corporation.

12. Review, Consultation and Final Report

12.1 The Recipient and the Corporation shall meet to review the progress of the Project and the pursuance of achieving the Objectives ("**Review Meeting**") from time to time on a regular basis, at such times as agreed by the parties. Review Meetings will be organised by the Corporation.

12.2 In preparation for each of the Review Meetings, the Recipient shall submit to the Corporation a report detailing the Recipient's activities in relation to its progress in achieving the Objectives not less than seven (7) days before the date of the relevant Review Meeting.

12.3 The agenda for the Review Meeting (which shall be attended by the Recipient's Representative) shall include but not be limited to:

- a) the scope and nature of the Project;
- b) the Recipient's proposals for publicising, branding and acknowledging the Corporation's funding of the Project;
- c) any revisions that may be necessary to the Objectives for whatever reason;
- d) the amount of Additional Funding secured by the Recipient.

12.4 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with clause 11.

12.5 In addition to the Review Meetings, throughout the term of this Agreement, the Recipient shall liaise with the Corporation in relation to the Project and shall keep the Corporation fully informed of the progress of the achievement of the Objectives and the delivery of the Project.

13. Compliance with Legislation

13.1 The Recipient shall ensure that it, and anyone acting on its behalf, complies with the law for the time being in force in England and Wales, and in particular:

- a) shall take all necessary steps to secure the health, safety and welfare of all persons involved in or attending the Project; and
- b) shall have in place appropriate equal opportunities and complaints policy/procedures and shall not unlawfully discriminate against any person;
- c) shall take all necessary steps to secure compliance with all Anti-Bribery Laws and that no offence under any Anti-Bribery Laws are committed;
- d) shall comply, and ensure that any sub-contractors comply, with the Modern Slavery Act 2015 and the Anti-Slavery Policy; and
- e) shall comply with all of its obligations under the Data Protection Legislation.

13.2 The Recipient warrants that it has or will obtain the necessary authority (legislative or otherwise) to deliver the Project.

14. Liability and Insurance

14.1 The Recipient shall be liable for and shall indemnify and keep indemnified the Corporation from and against any loss or damage incurred and any injury (including death) suffered and all actions, claims, costs, demands, proceedings, damages, charges and expenses whatsoever brought against the Corporation and arising in connection with the management (including financial management) and delivery of the Project to the extent that such loss, damage, injury (including death), actions, claims, costs, demands, proceedings, damages, charges and expenses are due to the negligence of the Recipient or the default of the Recipient in carrying out, or breach of, any of its obligations under this Agreement.

14.2 The Recipient shall ensure that at all material times it maintains in force policies of insurance with an insurance company of long-standing and good repute in respect of:

- a) public liability for a minimum level of cover of five million pounds (£5,000,000) in respect of any one claim; and
- b) such other insurance as may be required by law and/or in order to fulfil the conditions of this Agreement.

- 14.3 The Recipient shall on the written request of the Corporation from time to time allow the Corporation to inspect and/or provide the Corporation with evidence that it has all necessary policies of insurance in place.
- 14.4 The Corporation accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the project, the use of the Funding or from withdrawal of the Funding.
- 14.5 Subject to clause 14.4 the Corporation's liability under this Agreement is limited to the payment of the Funding.
- 14.6 The Recipient's liability under or in connection with this Agreement shall be limited to £50,000 each and every claim in the aggregate in any contract year. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence) or arising by breach of statutory duty. Provided that this clause 14.6 shall not exclude or limit the Recipient's liability for:
- a) death or personal injury caused by the Recipient's negligence; or
 - b) fraud or fraudulent misrepresentation.

15. Freedom of Information

- 15.1 The Recipient acknowledges that the Corporation is subject to the requirements of FOI Legislation. Accordingly from time to time the Corporation may be required to disclose information relating to the Contractor and/or this Agreement.
- 15.2 The Recipient shall assist the Corporation in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Recipient on behalf of the Corporation indicating whether such information is held by it and if necessary to provide that information to the Corporation, within the timescale stipulated by the Corporation.

16. Transparency

- 16.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Legislation the text of this Agreement, and any Schedules to this Agreement, is not Confidential Information. The Corporation shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the FOI Legislation.
- 16.2 Notwithstanding any other term of this Agreement, the Recipient hereby gives its consent for the Corporation to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Corporation decides.
- 16.3 The Recipient acknowledges that the Corporation is subject to the Transparency Commitment. Accordingly, notwithstanding clauses 13.1, 15 and 16 the Recipient hereby gives its consent for the Corporation to publish the Contract Information to the general public.

17. Intellectual Property Rights

- 17.1 The Corporation and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Corporation or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 17.2 Where the Corporation has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Corporation.

18. Duration

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary or expiry of the Grant Period or for so long as any Funding remains unspent by the Recipient, whichever is longer.
- 18.2 Any obligations under this Agreement that remain unfulfilled from following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.
- 18.3 The Corporation may terminate this Agreement and any payments of Funding on giving the Recipient three months' written notice should it be required to do so by financial restraints or for any other reason.

19. Assignment

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

20. Contracts (Rights of Third Parties) Act 1999

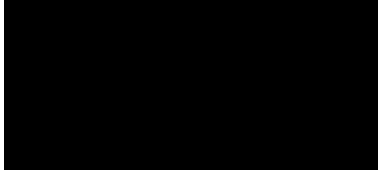
This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

21. Entire Agreement

This document sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition, which is not set out in this Agreement.

This Agreement has been signed by the duly authorised representatives of the parties on the date set out above

Signed on behalf of the Corporation by:

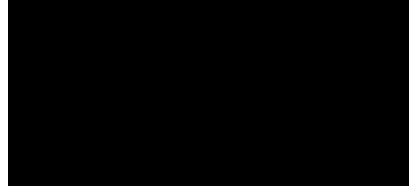


SIGNATURE

Paul Brickell
NAME

Executive Director of Regeneration,
Community & Partnerships, LLDC.
POSITION

22 March 2021
DATE



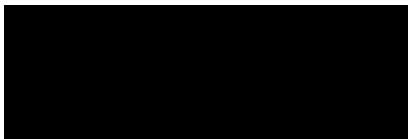
SIGNATURE

Mark Camley
NAME

Executive Director of Park
Operations and Venues, LLDC.
POSITION

22 March 2021
DATE

Signed on behalf of the Recipient by:



Charlotte Conroy

Operating Unit Director

19th March 2021

Schedule 1

The Project and the Objectives

The Project

The Mobile Garden is a temporary community garden located within the Hackney Bridge interim use delivered by MakeShift at 5.3 part of the East Wick neighbourhood of Queen Elizabeth Olympic Park.

The site as part of Hackney Bridge will be open to the community and provide a programme of activities that will encourage increased participation and community cohesion, as well as supporting healthy living and access to door-step green space and basic training opportunities.

The Mobile Garden is a joint project with Our Parklife. Activity will include delivery by Our Parklife partners and board members: Groundwork London, ENGIE Services Limited, idverde LTD, whose delivery of the proposed activity is covered by this grant agreement. This activity will be led by Our Parklife.

The intention of the Mobile Garden is:

- To create a shared, accessible, vibrant and open to all community space.
- A practical project and space for activity focused on engaging a wide range of local users.
- A place of integration and diversity for existing and new residents in and around Queen Elizabeth Olympic Park – a meeting and milling place for all.
- To connect local residents with public/outdoor spaces, with the aim of providing leisure opportunities and improving health and wellbeing.
- To deliver a range of activities such as gardening, social space to relax in, formal growing activities, play, informal learning and training which appeals to all and at various entry levels.
- A space for engagement for East Wick residents and provides a connection with the future public and green spaces in EWS.

The Mobile Garden provides the Legacy Corporation with an opportunity to support community development and local connections as the neighbourhoods of East Wick and Sweetwater are built.

Funding is awarded on provision of the lease between Our ParkLife and MakeShift.

The Objectives

The objective of the Funding is to allow and support the Recipient in delivering a successful, well used and managed Mobile Garden at Hackney Bridge with strong local connections and user base. The funding may be used against the following items as determined appropriate by the Recipient.

- Employ appropriate staffing for Mobile Garden at Hackney Bridge to deliver the agreed objectives.

- Develop and deliver an annual programme that is open to all, flexible and responsive to the changing local needs and context of Mobile Garden. The programme plan should include for that year:
 - Aims and objectives
 - Growing plan for the year
 - Approach to programming including community gardener led activities and target groups such as local schools and a launch event in the first year
 - Informal training opportunities- skills based and demand led.
 - Target for garden users to consider targets groups and demographics such as location
 - Fundraising plans
 - Comms and engagement activity
 - H&S requirements
- The annual programme is submitted to LLDC for review and agreement on an annual basis to confirm spend for the year.
- Develop local partnerships with housing associations, schools, GPs, other local growing schemes, older peoples' groups, disabled groups and youth groups.
- Undertake maintenance and up keep of the site including the garden assets.
- Purchase as required any additional equipment and plants and or required maintenance activity required to the assets.
- Purchase insurance premiums to ensure that all insurances are in place as per the Lease requirements with MakeShift.

Our Parklife shall ensure our partners will:

- Use the Grant only to undertake the Project as described above and in your proposal.
- Undertake the Project diligently and in a competent and efficient manner and not make any significant change to the Project, the budget or the Delivery Plan, nor appoint a new representative without our prior consent.

Reporting

- To submit monthly reporting, in an agreed format, on the first working day of the month.
- To attend quarterly progress meetings with LLDC to update on programme delivery.
- To produce an annual report including qualitative and quantitative data and photos capturing delivery against the annual programme, case studies and recommendations for the following year's activity.
- To produce a final report for the length of the management period including for example both qualitative and quantitative data capturing the number of users, the programme delivered, 4 case studies and photographs of users and lessons learnt.

Schedule 2

The Corporation's Logo



Schedule 3

Funding Schedule

Instalment	Milestone	Amount	Notes
First instalment	On signing of the grant agreement	£30,000	Pre-opening activity up to end of March 2021
First instalment	On signing of the grant agreement	£20,000	Pre-opening activity up to end of March 2021
Second instalment	Agreement of annual programme	£40,000	For the period April '21 to March '22
Third instalment	Agreement of annual programme	£30,000	For the period April '22 to March '23
Final instalment	Agreement of annual programme	£15,000	For the period April '23 to Dec '23

Schedule 4

Mobile Garden Asset List

The Mobile Garden is comprised of a range of structures, including raised beds, shipping containers, shed, polytunnel, tools, benches and other items. These items were designed to be movable to different locations on Queen Elizabeth Olympic Park where the garden would be operated and managed by a local community organisation, Our Parklife.

The garden Assets include; as of February 2021:

Planters		
Type	Total	Dimensions
Low-raised planter	49	90x90x33cm
Mid-raised planter	96	100x120x60cm
High-raised planter	17	100x120x85cm
Rectangular planter	4	200x100x70cm
Furniture and other items		
Item	Quantity	Dimensions
Benches (painted plastic, both straight and curved)	8	202x42x45cm
Picnic benches	6	202x42x45cm
Picnic tables	3	202x101x75cm
Waste bin	1	58x58x72cm
Notice boards	2	
Mud kitchen	1	
BBQ	1	
Bike rack	2	
1000l Plastic IBC Water tank on pallet	2	100x116x120cm
Structures		
Item	Quantity	Dimensions
Polytunnel skeleton	1	
Welfare cabin (shipping container)	1	945x300x260cm
Tool shed (shipping container)	1	605x245x260cm
Timber staff changing shed	1	210x185x270cm
Fencing		

Item	Quantity	Dimensions
Picket fencing	112m	
Double leaf gate	1	5m
Double leaf gate	2	2m
Various gardening equipment including tools, work benches, shelving units and miscellaneous items		

Asset Replacement

1. The Legacy Corporation recognises that over the life of the project, these numbers may change as beds are no longer maintainable. Any of the assets listed in this Schedule 4 that require replacement and disposal over the duration of this Agreement will be funded by the Legacy Corporation, noting any costs relating to asset replacement or disposal will be in addition to the Funding
2. Our Parklife will as soon as reasonably practicable advise (by email or another agreed form of communication, with supporting evidence) the Legacy Corporation of any assets listed in this Schedule 4 which are no longer maintainable and require replacement, the decision for replacement will be at the sole discretion of the Legacy Corporation. Upon receipt of the communication from Our Parklife, the parties shall meet to discuss the cost of such replacement and any impact associated with Our Parklife delivering the Project pursuant to Schedule 1 of this Agreement. Any approval for replacement should not be unreasonably withheld.
3. In the event the Legacy Corporation reject any asset replacement (in accordance with paragraph 2 of this Schedule 4 above) which would have an adverse effect on Our Parklife delivering the Project. Our Parklife shall not in breach of this Agreement pursuant to Clause 7.1, limbs (b) and (c).
4. Our Parklife will inform the Legacy Corporation (on an annual basis) of any changes to the assets detailed within this Schedule 4
5. Upon Expiry or Termination of this Agreement any costs associated with removal of assets/replacements/relocation of assets will be borne by the Legacy Corporation

Asset Insurance

1. The Corporation will insure the Mobile Garden assets listed in this Schedule 4
2. Our Parklife will use their reasonable endeavours to limit theft, fire and vandalism. For the purposes of this paragraph 2, reasonable endeavours shall mean and be limited to:

- a) All shipping containers listed in this Schedule 4 are locked and secured when no staff member is on site or when the containers are not within sight of staff delivering activities
- b) Garden gates will be locked when no staff member is on site
- c) No flammable liquids will be stored onsite
- d) All electrical appliances (if applicable) will be PAT tested and subject to PPM maintenance visits as appropriate

Schedule 5

Recipient's Proposal

1. Introduction and Background to Mobile Garden

- 1.1 The Mobile Garden is a moveable temporary community garden for pre-development sites within or adjacent to the Queen Elizabeth Olympic Park (QEOP). The Garden opened in July 2015 on the Chobham Manor site and was run by Our Parklife partner Groundwork London in partnership with the LLDC. Over the period the garden was open (July 2015-October 2017) over 4300 people were engaged in activities and events lead by gardeners and the project team. This included local residents, volunteers, schools, businesses and passers-by. It has acted as a community garden and training ground, which has provided for a range of different activities and ways for the local community (East Village and further afield) to be involved in the space.
- 1.2 The Mobile Garden was designed to be 'non-dig' and wholly moveable to enable short term occupation of pre-development sites. The design of 'Mobile Garden' was developed from an original design concept by Public Works and Somewhere, who acted as Design Champions supporting Groundwork London's Landscape Architect. The original concept reflected the ideas of the Garden City movement and used modular zones and adjacencies to denote the range of activity within the garden as equivalent to an integrated urban development (the 'pharmacy' was planted with medicinal herbs, the 'school' was the training area, the 'fields' were crops etc).
- 1.3 The site worked well as an open community garden, with different areas supporting a wide range of activities – an area for the regular user group, a training area, wider planting zones, classroom space, social space and wider third party uses. The site provided a monthly schedule of activities, and additional sessions run as needed by either Groundwork gardeners/staff or third parties to keep an active and varied programme alongside the regular monthly programme.
- 1.4 This proposal relates to activity to support the move and establishment of the new garden site, and its operation over the lease period at Hackney Bridge. This proposal outlines potential activities that will take place on the garden from Spring 2021 – 31 December 2023.
- 1.5 The site will still fundamentally provide a community garden for volunteering, training and wider community use. The main objectives include:
 - Create a welcoming, attractive, working and movable public garden
 - Demonstrate the ability to create productive and vibrant community spaces on meanwhile sites
 - Provide food growing, socialising and training opportunities for the whole community and in turn creating new links between communities
 - Programmatic link with MakeShift and wider activities on the Hackney Bridge site involving businesses, visitors and the local community

- Connects immediate residents to the outdoor space that will come forward as a central and permanent part of the Hackney Bridge site. Planting and skills training can be planned accordingly with this connection in mind
- Provide an attractive, doorstep green space for informal use by local people
- Provide opportunity for links with Mossbourne Riverside Academy, Here East tenants, Canal users and Hackney Wick and Fish Island residents

1.6 In parallel to delivering the objectives of this project Our Parklife will enter a Lease with Clarnico Quay Limited (MakeShift) whose lease for the whole site runs until 2032. MakeShift will operate the wider Hackney Bridge site under a lease between LLDC and East Wick and Sweetwater and are committed to deliver interim uses at East Wick and Sweetwater as per the development agreement. Our Parklife will ensure a break clause is reflected in the Lease (31 December 2023) to mirror the funding currently available as part of this grant.

2 About Our Parklife

2.1 Our Parklife Community Interest Company (CIC) is a social enterprise on Queen Elizabeth Olympic Park designed to help deliver the legacy of the 2012 London Olympic and Paralympic Games. It is a truly innovative joint venture being the first CIC to bring together skills and experience from the private, charitable and social enterprise sectors in one organisation.

2.2 Established in 2014 when Queen Elizabeth Olympic Park reopened Our Parklife CIC has been working in partnership with the London Legacy Development Corporation (LLDC) and local communities to ensure that East Londoners benefit from opportunities to volunteer, work and gain new skills on the Park.

2.3 This unique partnership comprises: ENGIE, principal contractor for estates and facilities management; idverde, the parklands management sub-contractor to ENGIE; Renaisi, a local social enterprise specialising in regeneration; and environmental and social regeneration charity Groundwork London.

2.4 In establishing a CIC, the partners went above and beyond traditional sustainability solutions. Its success lies within its ability to maximise the know-how and skills of the founding partners, which has enabled the CIC to develop and deliver a diverse range of programmes for local people.

3 Mobile Garden at Hackney Bridge

3.1 The new Mobile Garden site sits within the East Wick neighbourhood and phase 7. The location was agreed with East Wick and Sweetwater JV and the commitment to supporting and delivering the Mobile Garden was a commitment as part of the community engagement strategy.

3.2 Working with EWS and MakeShift an updated design and planning permission was secured for the Mobile Garden as part of the Hackney Bridge proposal.

3.3 The new site is located on the lower level of Hackney Bridge and runs parallel to the canal edge in close proximity to the Copper Box Arena, Hackney Wick and Fish Island, Mossbourne Riverside Academy, Here East, the Energy Centre and Park HQ. The Mobile Garden will be part of the wider Hackney Bridge site which includes a dynamic mix of SMEs, entrepreneurs, start-ups and events and food and drink spaces. The first East Wick residents are also now in their homes.

3.4 The design includes a large, enclosed growing space comprising over 150 planting beds of various sizes, gathering spaces and the provision of storage of tools and a welfare cabin (note toilets are not provided on site). The site sits prominently along the Canal edge and will be located alongside a new proposed skatepark (construction date tbc) and the wider Hackney Bridge complex on the upper level. The main access points will be from the canal towpath.

3.5 A third-party user – Probike Services will also be relocated within the Mobile Garden demise and will be managed by Our Parklife.

4 Proposed Approach and Objectives

4.1 As a result of the COVID 19 pandemic the move of the garden was delayed, however it is hoped it will be moved and reopened in the Spring of 2021 and provide a much-needed community growing space where local residents, students, passers-by, Park users, business owners can enjoy a vibrant and productive gardening space.

4.2 It is widely understood that with such a dynamic mix of user groups adjacent to the site and close by the demands and expectations placed on the site will be varied, particularly in the first year.

4.3 We aim to capture the opportunities and challenges associated with this dynamic by submitting an annual plan of proposed activity to LLDC to agree priority groups and objectives for the upcoming year. We aim to work closely with local stakeholders and MakeShift to ensure the activation of the space is appropriate.

4.4 The types of activity that could be delivered in the garden include:

- Supervised community growing sessions
- Educational growing activities / workshops with schools
- Market gardening for local producers
- Corporate Volunteering team challenge days
- Delivery of accredited training
- Unsupervised access for local residents and community groups to beds
- Wildlife and biodiversity workshops
- Sessions associated with living sustainable lifestyles
- Community kitchen events
- Use of the space for wider events
- Health and wellbeing sessions

4.5 All Risk Assessments, Health and Safety, Safeguarding and any other requirements will be completed alongside the agreed Annual Plan.