

**Board**



**Date:** 22 September 2016

**Item:** Executive Summary – Greater London Authority Group Framework Agreement

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<b>Decision required</b>	To note the paper and approve TfL as a signatory to the Greater London Authority Group Framework Agreement, subject to its approval by the Mayor.
<b>Sponsoring Director</b>	Name: Howard Carter, General Counsel Number: 020 3054 7822 Email: <a href="mailto:HowardCarter@tfl.gov.uk">HowardCarter@tfl.gov.uk</a>
<b>Summary</b>	
<ul style="list-style-type: none"><li>• As part of its governance arrangements, the GLA and its functional bodies are signatories to a GLA Group Framework Agreement. The Agreement is an overarching commitment in relation to the culture and individual behaviours of the GLA Group and contains specific corporate governance commitments.</li><li>• The Agreement is a commitment by all parties to be open, transparent and accountable for their actions and behaviour. It is a high level document that sets common principles that apply across the Group, with the methods of implementation left to each Functional Body to determine.</li><li>• Following a review, the Agreement has been simplified and reflects good governance practice. All Functional Bodies are asked to approve the new Agreement.</li><li>• TfL has in place protocols and processes that address all of the requirements of the Agreement and will take the following further steps in light of the revised Agreement:<ul style="list-style-type: none"><li>○ Gifts and Hospitality: TfL already applies the £25 threshold for the reporting of gifts and hospitality which will now apply across the Group. All parties are now asked to regularly report acceptance of gifts and hospitality by Members and senior staff to the relevant audit body. TfL currently publishes this information on a quarterly basis but will now submit a regular report to the Audit and Assurance Committee; and</li><li>○ Declaration of Interests: TfL will adopt the proposed common template Register of Interests form that will apply to all relevant bodies within the Group.</li></ul></li></ul>	

**Board**

**Date: 22 September 2016**

**Item: Greater London Authority Group Framework Agreement**

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## **This paper will be considered in public**

### **1 Summary**

1.1 As part of its governance arrangements, the Greater London Authority (GLA) and its functional bodies (collectively known as the GLA Group) are signatories to a GLA Group Framework Agreement (the Agreement). The Agreement is an overarching commitment in relation to the culture and individual behaviours of the GLA Group and contains specific corporate governance commitments and GLA commitments.

1.2 The Agreement has recently been updated. Each functional body is asked to sign up to the revised Agreement, subject to its approval by the Mayor.

### **2 Recommendations**

2.1 **That the Board note the paper and approve TfL as a signatory to the Greater London Authority Group Framework Agreement, as set out in Appendix 1 to this paper, subject to its approval by the Mayor.**

### **3 Background**

3.1 Governance is about how an organisation ensures that it is doing the right things, in the right way, for the right people, in a timely, inclusive, open, honest and accountable manner. It comprises the systems and processes, and cultures and values, by which it directs and controls and through which it accounts to, engages with its stakeholders.

3.2 TfL has a range of key Governance documents. These include:

(a) The GLA Act 1999 (as amended) which established the GLA and TfL and subsequent legislation which impacts on TfL's remit and responsibilities;

(b) TfL's Standing Orders, which set out its decision making processes and scheme of delegation. Revised Standing Orders appear elsewhere on the agenda for approval;

(c) TfL's Code of Governance, based on the framework established for Local Authorities. This includes comments on: Leadership, Relationship Management, Standards of Conduct, Risk Management, Capacity Development and Public Accountability. TfL's Code is being reviewed in light of revisions to CIPFA's "Delivering Good Governance in Local Government Framework" and associated guidance. A revised TfL Code will be submitted to a future meeting for approval; and

(d) the GLA Group Framework Agreement, which is the subject of this paper.

3.3 TfL reports on its compliance with its governance arrangements through the Annual Governance Statement. This Statement is reviewed by the Audit and Assurance Committee each year prior to its sign off by the Chair of TfL and the Commissioner and its inclusion in the Annual Report and Statement of Accounts. The Audit and Assurance Committee also receives an annual Governance Improvement Plan for the year ahead and an update on progress against the previous year's Plan.

## **4 GLA Group Framework Agreement**

4.1 In 2009, following a review of the GLA's Corporate Governance, the Mayor and the Boards of the GLA's functional bodies signed up to a GLA Group Framework Agreement.

4.2 The Agreement is a voluntary but firm commitment by all parties to be open, transparent and accountable for their actions and behaviour. It is also a commitment to hold to specific Mayoral and London Assembly expectations for the group to interact in a way that enhances accountability and service provision to Londoners. It is a high level document that sets common principles that apply across the Group, with the methods of implementation left to each Functional Body to determine.

4.3 The Agreement was reviewed in 2016 in consultation with each functional body. It has been simplified and reflects good governance practice. The two main changes that need to be addressed by TfL are:

- (a) Gifts and Hospitality: The Agreement proposes a £25 threshold for the reporting of gifts and hospitality across the Group (which TfL currently applies). It also proposes that all bodies regularly report acceptance of gifts and hospitality by senior staff and Members to the relevant audit body. TfL currently publishes details of any gifts and hospitality accepted by Members, the Commissioner and Managing Directors on its website on a quarterly basis. A regular report will be submitted to the Audit and Assurance Committee on gifts and hospitality accepted by Members, the Commissioner, the Executive Committee and their direct reports and any issues arising from the monitoring of the offers or acceptance by other staff within TfL; and
- (b) Declaration of Interests: It is proposed that a common template Register of Interests form be adopted by all relevant bodies within the Group. The form covers both statutory and some non-statutory disclosures so that it meets the requirements of all organisations/boards. TfL will adopt this form.

4.4 TfL has in place protocols and processes that address all of the other requirements of the Agreement.

### **List of appendices to this report:**

Appendix 1: Proposed GLA Group Framework Agreement

Appendix 2: GLA Group Register of Interests Form

### **List of Background Papers:**

None

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# GLA Group Draft Framework Agreement

## Preamble

This Agreement is made between the Greater London Authority (GLA) and its functional bodies, the London Legacy Development Corporation (LLDC), the Old Oak and Park Royal Development Corporation (OPDC), Transport for London (TfL), the Mayor's Office for Policing and Crime (MOPAC) and the London Fire and Emergency Planning Authority (LFEPA) – collectively known as the GLA Group.

It is a voluntary and firm commitment by the GLA's elected members, the Mayor's appointees, members of functional body boards, and officers, to be open, transparent and accountable for their actions and behaviour. It is also a commitment to hold to specific Mayoral and London Assembly expectations, set out below, and for the Group to interact in a way that enhances accountability and service delivery to Londoners.

This Agreement does not cover other organisations to which the GLA provides general grant funding (ie. funding for core costs rather than just specific projects). These include: London & Partners, Museum of London, MedCity, SME Wholesale Finance (London) Limited, Film London, London Design Festival and the London Waste and Recycling Board. These organisations are not functional bodies and not formally part of the GLA Group. However, the GLA sets out governance requirements in relation to each body within relevant grant agreements.

## Part A: Overarching commitment

Each organisation will ensure that it promotes a culture and individual behaviours that:

- demonstrates and supports the seven core principles of public life (selflessness, integrity, objectivity, accountability, openness, honesty, leadership);
- enhances openness, transparency and accountability;
- strengthens coordination across the GLA Group; and
- ensures effective and efficient service delivery to Londoners.

## Part B: Specific corporate governance commitments

**Each organisation within the GLA Group will ensure that:**

### *Decision-making*

1. It has clear and codified decision making and reporting procedures, which include an explanation of how the organisation consults the Mayor on relevant decisions.
2. Decisions taken by the board and/or senior officers acting under delegated authority are recorded and published (while not all parts of the GLA Group are subject to The Openness of Local Government Bodies Regulations 2014, each body should have an open and transparent approach, going beyond the basic statutory requirements).

### *Openness and transparency*

3. It meets the requirements embodied in the Local Government Transparency Code and seeks to go beyond them.
4. It has a codified openness and transparency policy similar in scope and approach to the GLA's *Openness and Transparency at the GLA* document and based on the principle that all information should be accessible unless a relevant legal exemption applies or publication would be prohibitively costly.
5. Relevant papers should be provided at least 5 clear working days before committee meetings.
6. Establishes and maintains a transparency landing page on its website, through which regularly updated transparency information can be accessed, and ensures all documents falling within the terms of this Agreement are freely available and easy to find.
7. Publishes transparency data on the London Datastore.
8. Includes in its annual report information on how it has maintained and promoted transparency in the previous year.

### *Roles and responsibilities*

9. Members and senior managers clearly understand the role and functions of other parts of the GLA Group and the proper process for interacting with the Mayor's Office.
10. A clear and robust process exists to handle in confidence any concerns arising regarding the conduct of the GLA officers appointed directly by the Mayor (the "10 plus 2").
11. Where Assembly/Board/Authority members or officers have multiple roles within the organisation or across the GLA Group, they properly discharge their functions and use resources in such capacities and avoid and manage conflicts of interests.

### *Codes of conduct*

12. It has a code of conduct setting out the requirements for and governing the activities of its elected members and/or board members acting in their capacity.
13. It has a code of conduct setting out the requirements for and governing the activities of its staff.
14. It has clear, codified and robust systems to manage alleged breaches of either code.

### *Registration and declaration of interests, gifts and hospitality*

15. It has a regime in place to register and declare interests and gifts and hospitality received by elected members, board members, independent persons, co-opted members, officers appointed by the Mayor and senior officers that is similar in scope and approach to the GLA's policy, with a £25 threshold for declarations. The option of additionally including offers of gifts and hospitality that were declined within the declarations policy is for each organisation to determine.
16. It makes use of the template available here [add link] to register any interests, to aid consistency and transparency.

17. Registers are available to other Group bodies and the public via the organisations' websites. Gifts and hospitality are reported to the relevant audit body on a regular basis and in collated form.

[NOTE: This section (15 – 17) will also be applied to those bodies directly established by mayoral decision where the members of that body are additionally appointed by the Mayor.]

#### *Standards*

18. It sets out and communicates widely details of the role of its Monitoring Officer and/or other statutory and senior officer responsible for corporate governance, as well as the systems in place to deal with Standards-related issues.
19. It will develop and maintain procedures to allow anyone to make complaints in relation to probity and conduct issues for office-holders, similar in scope and approach to the GLA's policy.

#### *The London Assembly*

20. It has a demonstrably proactive and positive approach to engaging with the London Assembly, including a proper allocation of resources to deal with Assembly queries from the London Assembly and its Members.
21. It has codified systems, made freely available, to deliver responses to priority matters (so that there is no, or much less, need for the Assembly to use its statutory powers to request information).
22. A senior-level review is undertaken during each four-year term to assess and report on the body's approach to engaging with the London Assembly and meeting points 21 and 22 above.

#### *Correspondence and questions*

23. It has in place an effective and codified process for handling correspondence from the public, press and elected politicians.
24. Information requests from committees and Assembly Members should be fulfilled within 20 working days.
25. Answers to Mayoral Questions should always be made public, not sent to Assembly Members confidentially.

#### *Application and consistency across the Group*

26. It has a specific senior post or specific senior posts with responsibility for ensuring compliance with the requirements of this agreement and maintaining and regularly reviewing related policies and procedures.
27. The codes, documents and procedures referenced in and flowing from this agreement are developed, maintained and revised in liaison with the GLA's Monitoring Officer to ensure consistency across the Group.
28. Its responsible officer will meet regularly with the other relevant officers from across the Group to promote consistency.
29. All policies and procedures falling within the terms of this Agreement are used as an integral part of the induction process for elected members, board members,

independent members and officers, and that regular training on these areas is provided over time.

*Mayoral Directions*

30. Whilst there may be discussion and a divergence of opinion on some issues, once a statutory Direction has been issued the officers of each organisation subject to that Direction will engage with the GLA in a positive manner to fulfil the Direction's requirements promptly and in full, whilst still meeting their obligations to their own organisation.



## **PART C: GLA commitments**

### **In addition the GLA will ensure that:**

1. A code of practice to govern the process for Mayoral appointments (the 12 positions under section 67(1) of the GLA Act 1999) and the Mayor's appointments to functional body boards is generally available [the current code of practice can be found at [\[insert link\]](#)].
2. Information on the lines of accountability for Mayoral appointments (including those that relate to the functional bodies and whether they are appointed under s67(1)(a) or (b) of the GLA Act) are freely available.
3. The roles and responsibilities of officers appointed by the Mayor, including their objectives and areas where there are particular constraints, are contained in relevant written documents and freely available as soon as is practicable following the appointment.
4. The detailed terms of any appointment by the Mayor of any elected GLA member, including objectives and any areas where there are particular constraints, are contained in relevant written documents and made freely available as soon as is practicable following the appointment.
5. The detailed terms of any appointment by the Mayor and London Assembly of the GLA's statutory officers, including specific objectives and general responsibilities, are contained in relevant written documents and made freely available.
6. The Scheme of Delegation of Mayoral Functions is regularly reviewed, updated as necessary and published.
7. The detail of each decision taken by the Mayor through the GLA's decision-making process is made freely available shortly following the Mayor's formal authorisation, except in cases where exemption is required.
8. The detail of each decision taken by the Mayor to provide a statutory Direction or guidance to the relevant functional bodies and/or other relevant agencies is, once issued, made freely available.
9. There is a GLA Group-wide review of this document during each four-year term, led by the GLA's Monitoring Officer.

*Signatories of each of the bodies and GLA:*

**Greater London Authority Group  
Register of Interests**

**Notification of Disclosable Pecuniary Interests**

**Section A**

I, (*full name*)

of: (*name of relevant GLA Group bodies*)

**GIVE NOTICE that I have the following Disclosable Pecuniary Interests being of a description specified in the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012/1464.**

[Note: Please state “None” where appropriate rather than leaving boxes blank.

Where you consider any of the information requested from you in this form could, if disclosed or published, lead to you or a person connected to you being subject to violence or intimidation, you should not include the information in the form, but should complete the Sensitive Interests section (at the end of the form, below) to seek the Monitoring Officer’s agreement that the interest is a sensitive interest, and should not be published.

**Section B**

**Employment**

1. Details of any employment, office, trade, profession or vocation carried on for profit or gain by me or my *partner*<sup>1</sup>.

[Note: You do not need to include your membership of /employment by the relevant body/bodies specified at section A. This category will include trade union membership. In relation to any other employment, office, trade, profession or vocation carried out by you or your partner, the details should include the nature and title of the role, and name of any organisation for which the role is performed / which pays you or your partner for performing the role. Members who are also London borough councillors or, for example, members of another Functional Body will need to include these details in this section of the form, because these are ‘offices’ and because some members will receive allowances for performing these roles.]

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<sup>1</sup> “Partner” means your spouse, civil partner, a person with whom you live as husband or wife, or a person with whom you live as if you are civil partners

## Sponsorship

(This section on sponsorship is for elected members only)

2. Details of any payment or provision of any other financial benefit (other than from the relevant body/bodies specified at Section A of this form) made or provided within the last 12 months in respect of any expenses incurred by me in carrying out my duties as a member, or towards my election expenses. *(This includes any payment or financial benefit from a trade union).*

[Note: The following details need to be entered in the form: the amounts of any payments made / the nature of any financial benefit received; the dates on which they were made / provided; and the name of the person or organisation that made the payment / provided the financial benefit. These details only need to be provided in respect of any payment made or financial benefit provided to you as a member, or towards your election expenses. They do not need to be provided in respect of any such payments made, or financial benefits provided, to your partner.

## Contracts

- 3(a). Details of any contract which is made between (i) myself (or my partner) and the relevant body/bodies specified at Section A of this form OR (ii) a member of my close family and the relevant body/bodies specified at Section A of this form under which (a) goods or services are to be provided or works are to be executed and (b) which has not been fully discharged.

- 3(b). Details of any contract which is made between \*(i) a firm in which I am (or my partner is) a partner and the relevant body/bodies at Section A of this form OR (ii) a member of my close family and the relevant body/bodies specified at Section A of this form under which (a) goods or services are to be provided or works are to be executed and (b) which has not been fully discharged.

- 3(c). Details of any contract which is made between \*(i) a body corporate of which I am (or my partner is) a *director*<sup>2</sup> and the relevant body/bodies specified at Section A of this form OR (ii) a member of my close family and the relevant body/bodies specified at Section A of this form under which (a) goods or services are to be provided or works are to be executed and (b) which has not been fully discharged.

- 3(d). Details of any contract which is made between \*(i) a firm or a body corporate in the *securities*<sup>3</sup> of which I have (or my partner has) a beneficial interest and the relevant body/bodies specified at section A of this form OR (ii) a member of my close family and the relevant body/bodies specified at Section A of this form under which (a) goods or services are to be provided or works are to be executed and (b) which has not been fully discharged.

- 3(e). Details of any contract which is made between (i) a firm in which I am (or my partner is) an employee and the relevant body/bodies at Section A of this form OR (ii) a member of my close family and the relevant body/bodies specified at Section A of this form under which (a) goods or services are to be provided or works are to be executed and (b) which has not been fully discharged.

[Note: In this section, the following details need to be entered for each category:

- the names of the parties to the contracts – so the relevant authority, and either (i) your or your partner’s name, or (ii) the name of the firm or body corporate (of which you or your partner is a director, or in the securities of which you or your partner has a beneficial interest);
- the date on which the contract was entered into, and the duration of the contract;
- a brief description of the contract: the goods or services to be provided, or works to be executed.

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<sup>2</sup> Director includes a member of the committee of management of an industrial and provident society

<sup>3</sup> “Securities” means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

In addition for each section – 3(a) to (e) you are asked to include details where it is proposed that that company or body enters into a contract with the relevant authority. For members of the London Enterprise Panel, the contracting body that this section relates to will be the Greater London Authority.]

## Land

4. Details of any beneficial interest that I have or my partner has in land within the geographical boundary of the relevant body/bodies specified at section A that entitles me or my partner to occupy (alone or jointly with another) that land, or to receive income from it.

[Note: In this section, the following details should be entered: what the interest is, whether it is your or your partner's interest, the first part of the postcode of the land and the London borough in which it is situated (as minimum requirements, noting that, unless there is reason not, you may wish to provide the full address here). By way of guidance, where:

- you or your partner own(s), or own(s) a percentage of the freehold or long-term leasehold of a property (whether or not subject to a mortgage),
- you or your partner lease(s) land or property, on shorthold tenancies (for example, an assured shorthold tenancy), or
- land or property is owned by a trust in which you have or your partner has an interest ]

## Licences

5. Details of any licence that entitles me or my partner (alone or jointly with others) to occupy land in the geographical boundary of the relevant body/bodies specified at section A for a month or longer.

[Note: Details of the nature and length of the licence should be entered in this section, along with the postcode of the land, and the London borough in which it is situated.]

## Corporate tenancies

6. Details of any tenancy where, to my knowledge, (a) a relevant body specified at Section A of this form is the landlord; and (b) the tenant is (i) a firm in which I am (or my partner is) a partner, (ii) a body corporate of which I am (or my partner is) a *director*, or (iii) (i) a firm or a body corporate in the *securities* of which I have (or my partner has) a beneficial interest.

[Note: Details of the nature of and parties to the tenancy should be entered in this section, along with the full address of the property that is subject to the tenancy.]

## Securities

7. Details of beneficial interest that I have or my partner has in the securities of a body where (a) that body (to my knowledge) has a place of business or land in the geographical boundary of the relevant body/bodies specified at section A; and (b) either (i) the total nominal value of the securities that I or my partner has exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which I or my partner has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

[Note: Details of the nature of the interest that you have or your partner has should be entered in this section, along with the name and full address of the body in whose securities that interest is held.]

## Other Interests

8. Names and positions in non-profit making organisations with which a relevant body specified at Section A has dealings where I am or my partner is a trustee or participate(s) in management of that body and where not disclosed elsewhere in this form.

9. Any other office or position which I hold (including companies, trade associations and industry forums) and where not already disclosed elsewhere in this form

10. Any other directorships of companies which I hold, whether paid or not, and where not already disclosed elsewhere on this form

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11. Any other Interest which I hold which might reasonably be likely to be perceived as affecting my conduct or influencing my actions in relation to my role on the relevant body/bodies specified at Section A of the form.

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## Declaration

1. I confirm that the information given above is a true and accurate record of my relevant interests, given in good faith and to the best of my knowledge;
2. I recognise that (where applicable) it is a breach of the Localism Act 2011 and a criminal offence to:
  - a) Omit information that ought to be given in this notice;
  - b) Provide information that it materially false or misleading;
  - c) Fail to give further notice to the Monitoring Officer/authorised officer, within 28 days of becoming aware of any change to the interests specified, or of acquiring any new interest, in order to bring up to date the information given in this notice.

Date:	Signed:

## Sensitive Pecuniary Interests

To: Monitoring Officer or relevant appropriate officer

From: ..... [Name]

I consider that the following Disclosable Pecuniary Interest/s is/are sensitive and should not be published

**NOTE - If a sensitive interest is no longer sensitive you must add this information to the published form above within 28 days of becoming aware of this.**

Disclosable Pecuniary Interest (specify relevant section of the form)	Details of interest	Reason why the interest is sensitive  (i.e. why you consider that disclosure of details of the interest could lead to you or a person connected with you to being subjected to violence or intimidation).

Signed:..... Date: .....

Name

.....



## Authorised Officer Decision

Yes, I agree/ No I disagree [Delete as appropriate] that disclosure of the details of the interest(s) identified in this form above could lead to the Member, or a person connected with the Member, being subjected to violence or intimidation, and that the interest(s) should therefore be treated (as applicable) as “sensitive interests” under section 32 of the Localism Act 2011.

The reason for my decision is

.....  
.....

To return a copy to the submitter of the form

If the authorised officer agrees, to be filed on Sensitive Interests file. If the authorised officer does not agree to file in the publicly available register.

[Notes:

Section 29 of the Localism Act 2011 requires the Monitoring Officer of a relevant authority to establish and maintain a register of interests of members and co-opted members of the authority. Under Section 30 of the Act, a member or co-opted member of a relevant authority must, before the end of 28 days beginning with the day on which the person becomes a member or co-opted member of the authority, notify the authority’s Monitoring Officer of any disclosable pecuniary interests which the person has at the time when the notification is given. Within 28 days of becoming aware of any changes to disclosable pecuniary interests, or of acquiring any new disclosable pecuniary interest, members and co-opted members must write to the Monitoring Officer notifying him or her accordingly. Failure to do so, without reasonable excuse, is a criminal offence; as is to knowingly or recklessly provide information about relevant interests that is false or misleading.

The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012/1464 specify what interests constitute disclosable pecuniary interests. These categories of interests are marked with an asterisk in this form. In addition to those categories and in the interests of transparency, members and co-opted members are also recommended to provide the additional information requested on this form.

These provisions of the Act apply to members and co-opted members of the Greater London Authority and the London Fire and Emergency Planning Authority. However, in the interests of consistency, Board and committee members, mayoral appointees and senior staff across the GLA Group are all recommended to use this form.]