

DATED

GRANT AGREEMENT

between

WEST YORKSHIRE COMBINED AUTHORITY

and

LEEDS CITY COUNCIL

COUNTERPART

for the
development and delivery of
Aire Valley Park & Ride site

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	3
2.	PURPOSE OF GRANT	5
3.	PAYMENT OF GRANT	5
4.	GRANT CLAIMS	6
5.	PAYMENT OF THE QRA	7
6.	USE OF GRANT	7
7.	DEVELOPMENT, DELIVERY AND MAINTENANCE OF THE PROJECT	7
8.	ACCOUNTS AND RECORDS	8
9.	MONITORING AND REPORTING	8
10.	ACKNOWLEDGMENT AND PUBLICITY	10
11.	INTELLECTUAL PROPERTY RIGHTS	10
12.	CONFIDENTIALITY	10
13.	FREEDOM OF INFORMATION	11
14.	DATA PROTECTION	12
15.	WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT	12
16.	LIMITATION OF LIABILITY	13
17.	WARRANTIES	13
18.	INSURANCE	14
19.	DURATION	14
20.	ASSIGNMENT	14
21.	WAIVER	14
22.	NOTICES	15
23.	DISPUTE RESOLUTION	15
24.	NO PARTNERSHIP OR AGENCY	15
25.	JOINT AND SEVERAL LIABILITY	15
26.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	15
27.	GOVERNING LAW	16
	Schedule 1	17
	Schedule 2	18
	Schedule 3	20

Appendix 1 Gateway process

Appendix 2 Quarterly Monitoring Report And Grant Claim Form

THIS DEED is dated

2016

PARTIES

- (1) **WEST YORKSHIRE COMBINED AUTHORITY** whose principal address is at Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE (**Funder**).
- (2) **LEEDS CITY COUNCIL** whose principal address is at Civic Hall, Leeds, LS1 1UR (**Recipient**)

each a **party** together **the parties**

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
- (D) The Funder and Recipient enter into this Agreement in good faith.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings:

Audit Declaration means a signed declaration by the Recipient verifying the spend on the Project in the following terms: *“To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the expenditure incurred by [name of the Recipient] complies with the terms and conditions of the Grant Agreement dated [dd/mm/yy]”* and to be signed as follows;

(a) **for quarterly audit declarations** – signed by the Project Senior Responsible Officer; and

(b) **for annual and final audit declarations** - signed by the Recipient’s Chief Financial Officer (section 151 Officer) and Chief Internal Auditor.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Budget and Funding Profile: the budget and funding profile set out in Schedule 3 as updated from time to time and approved by the Funder as part of the Gateway Process.

Business Case: The West Yorkshire Transport Fund Gateway 3 Review Aire Valley Park & Ride Business Case submitted by the Recipient to the West Yorkshire Combined

Authority for Gateway 3 approval (including any subsequent changes to it which have been approved by the Funder).

Commencement Date: 1 April 2013.

Gateway Process: the process for securing Funder approval at the various stages of the Project as set out in Appendix 1.

Gateway Stage: each stage of the Project as set out within the Gateway Process.

Governing Body: the Executive Board of the Recipient.

Grant: the total sum of Eight million eight hundred and sixty three thousand four hundred and ninety eight pounds and three pence (£8,863,498.03) (together with any additional sums paid from the QRA) to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2018 or such later date as shall be agreed by the Funder.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give the Funder or third party any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Funder; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Funder or any third party;
- (b) entering into this Agreement or any other contract with the Funder or any third party where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement

or any other contract with the Funder; or

- (d) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project as set out in Schedule 1.

QRA: the amount of Seven hundred and thirty three thousand pounds (£733,000) allocated by the Funder as a quantified risk allowance for use to meet costs that may be incurred by the Recipient in connection with the Project.

Portfolio Management Office: the office that represents the Funder for the purposes of this Agreement.

- 1.2 any reference in this Agreement to approval of the Funder shall mean to the formal approval of the West Yorkshire Combined Authority Board or such other Committee or Officer of the West Yorkshire Combined Authority to which the authority to make decisions has been delegated.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Funder.
- 2.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and, where such funding is obtained, it will provide the Funder with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this Agreement.

3. PAYMENT OF GRANT

- 3.1 The obligation on the Funder to pay the Grant to the Recipient shall be conditional upon the Recipient first obtaining the appropriate approval of the Funder in accordance with the Gateway Process.
- 3.2 As at the date of this Agreement the Recipient has received from the Funder the sum of Three hundred and ten thousand pounds (£310,000) in part payment of the Grant.
- 3.3 Any part of the Grant attributable to the Project works to be delivered by WYCA (currently estimated to be £412,000.00 for equipment and marketing) will be retained by WYCA in payment of the said works.
- 3.4 Subject to clause 15, the Funder shall pay the Grant to the Recipient within 28 days of receipt of valid claims from the Recipient in accordance with clause 4
- 3.5 The Recipient shall promptly repay to the Funder 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 Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. GRANT CLAIMS

- 4.1 The Recipient must claim only eligible expenditure as defined at Part 1 of Schedule 2.
- 4.2 The Recipient must submit Grant claims at quarterly intervals in line with Instructions for Submitting Grant Claims at Part 2 of the Schedule 2. All relevant sections of the form must be completed, including the latest forecasts of the estimate cost and delivery timetable of the Project.
- 4.3 The Grant shall be claimed by the Recipient for the Project in accordance with the Budget and Funding Profile.
- 4.4 For the avoidance of doubt:
- (a) the amount of the Grant that the Recipient claims on any item of expenditure listed in the first column of the Budget and Spending Profile shall not exceed the corresponding total sum of money listed in the final column;
 - (b) The amount of the Grant that the Recipient claims for each Gateway Stage shall not exceed the total amount of the Grant allocated to that Gateway Stage as set out in the Budget and Funding Profile;
 - (c) The Recipient's quarterly Grant claims shall not exceed the quarterly budget profile amounts set out within the Budget and Funding Profile
- without the prior written agreement of the Funder.
- 4.5 The Recipient shall not claim the Grant to:
- (a) make any payment to members of its Governing Body;
 - (b) purchase buildings or land as part of the Project;
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date;
 - (d) pay any Project costs in excess of the agreed budget as set out in the Budget and Funding Profile;
 - (e) fund any changes to the scope of the Project; or
 - (f) pay any maintenance liabilities, operating costs or other whole life costs of the Project following completion.

unless this has been approved in writing by the Funder.

- 4.6 The Recipient may not claim any part of the Grant for the Project after the Grant Period save for any part of the Grant allocated to Part 1 compensation claims as follows:
- (a) The Recipient shall (at the time of submission of the final claim for Grant in accordance with Part 2 of Schedule) notify the Funder of the estimated total cost

of the claims;

- (b) The Funder shall, following notification from the Recipient, retain Grant equal to the notified estimate to cover part 1 compensation claims for a period of 6 years from the date the Project becomes operational and shall subject to the terms of this Agreement release it to the Recipient to meet any part 1 compensation claims made.

5. PAYMENT OF THE QRA

- 5.1 The Recipient may apply to the Funder for payment of all or part of the QRA in respect of expenditure on the Project which exceeds the budget as set out within the Budget and Funding Profile.
- 5.2 Applications to the Funder for allocation of funds from the QRA shall be made on the Quarterly Monitoring Report and Grant Claim Form.
- 5.3 Payment of all or part of the QRA will be subject to the agreement of both parties save that the Funder will pay at the request of the Recipient any part of the QRA in respect of an identified risk which has materialised where the amount claimed by the Recipient is less than or equal to the previously estimated value of that risk.

6. USE OF GRANT

- 6.1 Where the Recipient has obtained funding from a third party in relation to the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget as set out within the Budget and Funding Profile together with a clear description of what that funding shall be used for.
- 6.2 Where any part of the Grant is exceptionally claimed in advance, by agreement with the Funder, the Recipient shall ensure that any unspent monies in respect of that expenditure item are returned to the Funder or, if agreed in writing by the Funder, retained by the Recipient against subsequent Grant claims.
- 6.3 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to work on the Project must be managed and paid for by the Recipient using the Grant (if this item of expenditure has been included within the Grant) or other resources of the Recipient. There will be no additional funding available from the Funder for this purpose.

7. DEVELOPMENT, DELIVERY AND MAINTENANCE OF THE PROJECT

The Recipient agrees the following obligations:

- 7.1 To comply with:

- the terms and conditions set out in this Agreement;
- the Gateway Process; and
- any conditions imposed by the Funder on the Recipient in respect of the Project during the Gateway Process as if such conditions are set out within this Agreement;

following gateway[3 approval as defined in the Gateway Process, to deliver the Project;

- 7.2 Not to make any significant change to the scope of the Project without the Funder's prior written approval;
- 7.3 To pay any costs of the Project which are not payable from the Grant;
- 7.4 To meet all maintenance and operating costs and liabilities or other whole life costs associated with the Project, from completion, for the life of the Project deliverables;
- 7.5 Following completion of the Project, and for a period of 10 years thereafter, not to modify the completed Project or take any part of it out of public use (other than for temporary interruptions) where such actions would have a material impact upon the benefits of the Project, without the prior written consent of the Funder.

8. ACCOUNTS AND RECORDS

- 8.1 Where possible the Grant shall be shown in the Recipient's accounts as capital grant spent or capital grant allocated (as the case may be).
- 8.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 8.3 The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 8.4 The Recipient shall provide the Funder with a copy of its annual accounts within six months (or such lesser period as the Funder may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid. For the avoidance of doubt the publication by the Recipient of its annual accounts on its website shall satisfy the requirements of this clause.
- 8.5 The Recipient shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

9. MONITORING AND REPORTING

- 9.1 The Recipient shall closely monitor the development, delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 9.2 The Recipient shall implement appropriate monitoring arrangements as set out within the final Business Case approved at gateway 3 and provide the Funder with such monitoring data to sufficiently evaluate GVA growth and jobs growth delivered by the Project as required by the Local Growth Deal.
- 9.3 The Recipient shall ensure that appropriate project assurance mechanisms are in place including the Office of Government Commerce (OGC) gateway process (“Gateway”) and shall make the results and recommendations from formal Gateway reviews available to the Portfolio Management Office on request.
- 9.4 The Recipient shall provide the Portfolio Management Office with a monthly highlight report in the format agreed between the parties.
- 9.5 The Recipient shall provide the Funder with a monitoring report on the development and delivery of the Project every quarter when making a Grant claim in accordance with Part 2 of Schedule 2. The Recipient shall provide the Funder with each report within three months of the last day of the quarter to which it relates.
- 9.6 Where the Recipient has obtained funding from a third party toward the costs of the Project, the Recipient shall include the amount of such funding in its monitoring reports together with details of what that funding has been used for.
- 9.7 The Recipient shall establish a board for the running of the Project (“**Project Board**”) which shall include a Project Executive, Senior User and Senior Supplier as defined by the latest **PR**ojects **I**N **C**ontrolled **E**nvironments (“PRINCE”) methodology. The Funder shall be entitled to attend the Project Board.
- 9.8 The Recipient shall provide the Portfolio Management Office with the names of all members of the Project Board following its establishment and shall keep the Portfolio Management Office informed of any changes to the members.
- 9.9 Along with its first quarterly monitoring report, the Recipient shall provide the Funder with details of a risk register and insurance review. The Recipient shall address the health and safety of its staff in the risk register.
- 9.10 The Recipient shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that any Grant claim is in accordance with this Agreement.
- 9.11 The Recipient shall permit any person authorised by the Funder 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 to monitor the Project and shall, if so required, provide appropriate oral or written explanations from them.

- 9.12 The Recipient shall provide the Funder with a final monitoring report when making its final Grant claim in accordance with the grant claim provisions set out in Part 2 of Schedule 2 which shall confirm whether the Project has been successfully and properly completed.

10. ACKNOWLEDGMENT AND PUBLICITY

- 10.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Funder as the source of the Grant in the supporting notes.
- 10.2 The Recipient shall not publish any material referring to the Project or the Funder without the prior written agreement of the Funder (which shall not be unreasonably withheld) The Recipient shall acknowledge the support of the Funder in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 10.3 In using the Funder's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Funder from time to time.
- 10.4 In using the Recipients name and logo, the Funder shall comply with all reasonable branding guidelines issued by the Recipient from time to time.
- 10.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 10.6 The Recipient shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Funder 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 Funder or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 11.2 Where the Funder 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 Funder.

12. CONFIDENTIALITY

- 12.1 Subject to clause 13 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 12.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

13. FREEDOM OF INFORMATION

- 13.1 It is acknowledged that both the Funder and Recipient are subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 13.2 Subject to clause 13.3 both the Recipient and the Funder shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the other to enable the other to comply with its obligations under the FOIA and EIRs;
 - (b) notify the other of all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - (c) provide the other with a copy of all information belonging to the other requested in the request for information which is in its possession or control in the form that the other requires within 5 working days (or such other period as the other may reasonably specify) of the other's request for such information; and
 - (d) not respond directly to a request for information unless authorised in writing to do so by the other.

- 13.3 It is acknowledged that either party may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the other. The other shall take reasonable steps to notify the other of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the other shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

14. DATA PROTECTION

Both parties shall (and shall procure that any of its staff involved in connection with the activities under this Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**DPA**) and both Parties will duly observe all their obligations under the DPA, which arise in connection with this Agreement.

15. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 15.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant in the following circumstances:
- (a) The Recipient fails to obtain approval of the Funder in accordance with the Gateway Process;
 - (b) The Project costs are lower than the budget as set out within the Budget and Funding Profile resulting in a saving;
 - (c) If at any time the Recipient has breached any of the terms, conditions or obligations set out in this Agreement;
 - (d) the Recipient varies the scope of the Project without the consent of the Funder;
 - (e) the Recipient fails to complete any phase of the Project within a timeframe considered reasonable by the Funder acting reasonably;
 - (f) the Recipient obtains duplicate funding from a third party for the Project;
 - (g) the Recipient obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - (h) the Recipient provides the Funder with any materially misleading or inaccurate information;
 - (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions in connection with the Project which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;

- (j) any use by the Recipient of the Grant or part therefore is held to be a breach of any relevant legislation.
- 15.2 The Funder may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this Agreement or any other agreement pursuant to which the Recipient provides goods or services to the Funder.
- 15.3 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 15.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective development and delivery of the Project or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

16. LIMITATION OF LIABILITY

- 15.5 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant Provided that such withdrawal shall be in accordance with the terms of this Agreement. The Recipient shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.6 Subject to clause 16.1, the Funder's liability under this Agreement is limited to the payment of the Grant which has been validly claimed in accordance with the terms of this Agreement.

17. WARRANTIES

- 15.7 The Recipient warrants, undertakes and agrees that:
 - (a) it has all necessary resources and expertise to develop and deliver the Project (assuming due receipt of the Grant);
 - (b) it has not committed, nor shall it commit, any Prohibited Act;
 - (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
 - (d) it shall comply with state aid and procurement rules and legislation;
 - (e) it shall ensure that all design, construction and safety standards are adhered to;

- (f) for the purposes of the Construction (Design and Management) Regulations 2015, the Recipient is the CDM client for any works associated with the Project
- (g) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- (h) it has obtained or will obtain all statutory consents required for the Project;
- (i) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (j) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (k) all financial and other information concerning the Recipient which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (l) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (m) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant on the terms contained in this Agreement; and

18. INSURANCE

- 15.8 The Recipient shall effect and maintain or shall procure that any external advisors and/or contractors appointed to develop or deliver of the Project on behalf of the Recipient effects and maintains with a reputable insurance company a policy or policies sufficient to cover all liabilities which may be incurred by the Recipient or its advisors or contractors, arising out of the Recipient's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 15.9 The Recipient shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

19. DURATION

- 15.10 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the first anniversary of expiry of the Grant Period or, where agreed by the Funder, for so long as any Grant monies remain unspent by the Recipient.
- 15.11 Any obligations under this Agreement that remain unfulfilled 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.

20. ASSIGNMENT

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

21. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22. NOTICES

All notices in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Portfolio Management Office or any other individual nominated by the Funder from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Portfolio Management Office, either party may refer the matter to the Funder's Head of Paid Service and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Funder and the Recipient.
- 23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make

or enter into any commitments for or on behalf of the other party.

25. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

26. 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.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

28. COUNTERPARTS

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Project

The provision of a 'park and ride' facility within the Leeds Enterprize Zone with a ten minute frequency bus service providing high quality public transport options for the City centre and the Enterprize Zone such facility to include:

- A 1,000 space car park with a high quality surface.
- A segregated bus waiting area for three buses.
- Bus priority measures to ensure that buses are not delayed exiting the site.
- Revised lane arrangements on the A63 for access to the site.
- Bus stops on the A63 to serve adjacent developments in the Enterprize Zone and pedestrian crossing facilities on the A63 to access them.
- Electric vehicle charging points.
- Disabled parking.
- Cycle parking.
- Lighting.
- CCTV.
- Directional signing on the local and strategic highway network.
- Landscaping to meet the Funder's 'added-value – green infrastructure' aspirations.
- Positive drainage system to an off-site balancing pond.
- Ducting for future upgrades for electric buses and/or solar power generation.
- Site building to provide areas for customer waiting, ticket machines, toilets and bus operator site office.

Schedule 2
Part 1 Eligible Expenditure

1. Grant claims are made on an accruals basis as set out in “The Code of Practice on Local Authority Accounting in the United Kingdom” (“the Code”) issued by the Chartered Institute of Public Finance and Accountancy (CIPFA).
2. The Recipient may claim for expenditure within the budget as set out within the Budget and Funding Profile which has been lawfully incurred by it on the Project.
3. The Recipient may claim in respect of work done whether or not it has been invoiced or paid for and, where the Funder has agreed to Fund land acquisitions pursuant to clause 4.5(b), may claim for the cost of land or property to be acquired where a sale contract has been agreed whether or not the transaction has been completed.
4. Exceptionally, where agreed in advance by the Funder, the Recipient may also claim for payments that have been made in advance of work being done where that is justified commercially, for example where more favourable rates are obtained for advance payment for work undertaking by statutory undertakers, or for down-payments on large orders for manufacture of equipment of vehicles.
5. The Recipient may only claim costs which are directly attributable to bringing the tangible fixed assets (within the scope of the Project) into working condition. This must be in accordance with the Code. In particular:
 - (a) the costs which are directly attributable to bringing the relevant asset into use, and therefore properly charged to capital, must be consistent with the definitions in the Code; and
 - (b) claims should not be made for directly attributable costs when substantially all the activities that are necessary to get the tangible fixed asset ready for use are complete, even if the asset has not yet been brought into use.
6. In all circumstances it is the responsibility of the Recipient with its advisors to come to decisions on whether it is appropriate to charge costs to revenue or capital.
7. Grant claims shall not include reclaimable VAT.

Part 2
Instructions for Claiming Grant

1. Unless otherwise agreed by the Funder, Claims should be made on a Quarterly Monitoring Report and Grant Claim Form set out at Appendix 2.
2. All claims must include an Audit Declaration.
3. For the final claim for Grant for the Project the Recipient is required to submit an Audit Declaration within six months of completion of the Project. The final payment of Grant will only be met on receipt by the Funder of the Recipient's Audit Declaration.
4. Any claims for Grant in relation to compensation claims arising from the Project following completion of its delivery shall be made on a quarterly basis in accordance with the terms of this Agreement.

Schedule 3
Budget and Funding Profile

[include each element of expenditure within each phases so totals are available for each element of expenditure and for each gateway stage/phase]

Project Cost Table

Value £m	Mandate – Gateway 1	Gateway 1 – Gateway 2	Gateway 2 – Gateway 3	Gateway 3 - 4	Total
Development	0.01	0.2	0.213	0.438	0.861
Land Acquisition & Compensation	0	0	0	2.62	2.62
Construction	0	0	0	4.793	4.793
Utilities	0	0	0	0	0
Post Construction	0	0	0	0	0
Other	0	0	0	0	0
Project Contingency	0	0	0	0.590	0.590
Total project cost	0.01	0.2	0.213	8.441	8.864
Risk (QRA)	0	0	0	0.733	0.733
Outturn Scheme Cost	0.01	0.2	0.213	9.174	9.597

Annual spend profile

Year	0	1	2	3	4	5	6	Total £m
	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	
Mandate to Gateway 1	0.01	0	0	0	0	0	0	0.01
Gateway 1 - 2	0	0.151	0.049	0	0	0	0	0.2
Gateway 2 - 3	0	0	0.213	0	0	0	0	0.213
Gateway 3- 4	0	0	0	9.074	0.1	0	0	9.174
Total	0.01	0.151	0.262	9.074	0.1	0	0	9.597

EXECUTED as a DEED
by **LEEDS CITY COUNCIL**
acting by and under the signatures of:


Authorised Signatory

APPENDIX 1
Gateway Process

Approval Stage	Documentation Submitted	Purpose
Mandate	Mandate Document	<ul style="list-style-type: none"> To set the scene for the problem and why something needs to be done
Gateway 1: Development Approval	GW 1 Business Case	<ul style="list-style-type: none"> To set out the scope of the options under consideration across all 5 cases To define the maximum funding requirement from WYTF
Gateway 2: Conditional Approval	GW 2 Conditional Business Case	<ul style="list-style-type: none"> To confirm that any statutory powers (e.g. CPOs for land acquisition) have been granted; To gain approval for the procurement strategy (for large/complex schemes only) <p>Subject to the above not being relevant and with the agreement of the PMO, this Approval Stage can be bypassed, and schemes can move straight to GW3.</p>
Gateway 3: Implementation Approval	GW 3 Full Business Case	<ul style="list-style-type: none"> To set out the affordability of the tender prices received. To demonstrate the specification/scope of the project is compliant and consistent with Gateway 1 / 2 approval.
Gateway Stage 4: Scheme Close	Evaluation Report	<ul style="list-style-type: none"> To measure and demonstrate whether the expected benefits of the scheme were realised.

APPENDIX 2

Quarterly Monitoring Report and Grant Claim Form



PERIOD: 2015/16 Year End Annual Audit Declaration

WY+TF Progress Report and Funding Claim Form

This form should be read in conjunction with the project funding agreement

Part 1 SCHEME INFORMATION

Lead Promoter:

Scheme Name:

Scheme Description:

Part 2 STATUS OF SCHEME

Mandatory:

	Expected Date of bid submission (dd-mmm-yy)	Actual Date of bid submission (dd-mmm-yy)	Date bid Approved by WYCA (dd-mmm-yy)	Total Scheme Cost (Note 1) £	WY+TF Contribution (Note 2) £
Gateway 1					
Gateway 2					
Gateway 3					

Latest Estimate of Scheme Cost (if different from above):

Agreed WY+TF Funding:

	Estimated Date (dd-mmm-yy)	Actual Date (dd-mmm-yy)
Start of construction		
End of construction		

NOTES:

(1) This should be the total cost of the scheme at the time of WYCA approval or at the time of the application to WYCA for approval, whichever is applicable.

(2) This should be the approved WY+TF contribution or, in the case of an approval applied for the requested WY+TF contribution

Part 3 IF NO GRANT HAS BEEN AWARDED IN 2015-16 PLEASE GO TO PART 4

IN-YEAR FINANCE SUMMARY

2015-16 Full Year Forecast (from Part 1)	2015-16 Maximum Grant Allocation (from Funding Agreement)	Variance	% Variance
#B\$D	#D	#D	#D/#E

Please explain any variance in part 6

Part 4 PROGRESS AGAINST AGREED MILESTONES AS DEFINED IN THE MOST RECENT GATEWAY Milestone

Please focus on future milestones or recently completed milestones:

Milestone	Completed? (Yes or No)	Expected Completion Date as on previous return (dd-mmm-yy)	Current / Actual Completion Date (dd-mmm-yy)	Comments (mandatory if any slippage since last quarter)

Part 5 CURRENT TOTAL ESTIMATED OUTTURN COSTS

All figures in actuals accounting basis (including risk and inflation but NOT Optimism Bias)

Annual profiles

Financial Year	Total scheme cost	WY+TF Scheme Funding (Note 3)	Contingency (Note 4)	Third Party Funding (Note 5)
	£	£	£	£
Pre 2008-09	0			
2008-09	0			
2009-10	0			
2010-11	0			
2011-12	0			
2012-13	0			
2013-14	0			
2014-15	0			
2015-16	0			
2016-17	0			
2017-18	0			
2018-19	0			
2019-20	0			
2020-21	0			
2021-22	0			
2022-23	0			
2023-24	0			
2024-25	0			
2025-26	0			
2026-27	0			
2027-28	0			
2028-29	0			
2029-30	0			
Total scheme costs	0	0	0	0

NOTES:

(3) WY+TF funding should be shown in the year the work was carried out. The yearly funding profile should be the actual amount or forecast that will be claimed in the corresponding year. Not necessarily the maximum grant allocation that has been awarded for a particular year. The total of this column should not exceed the agreed maximum WY+TF contribution.

(4) The Recipient may apply to the Funder for payment of all or part of the Project Contingency in respect of expenditures on the Project which exceeds the budget as set out within the Budget and Funding Profile

(5) For schemes with Gateway 1 or later approval the figures in this column should be limited to funds for which there is a commitment or conditional written offer.

Part 6 BREAKDOWN OF EXPENDITURE

Category of Expenditure Should match headings as detailed in the Funding Agreement

Category of Expenditure	Total Expenditure this financial year to date	WY+TF Expenditure this financial year to date	Total Expenditure this quarter	WY+TF Expenditure this quarter	Comments
	£	£	£	£	

TOTAL					
	0	0	0	0	0

Part 7 SUMMARY OF GRANT FORECAST & CLAIMS (WY+Y+Y CONTRIBUTION ONLY)

The forecast and actual spend figures in this section should relate solely to the WY+Y+Y contribution to the scheme.

Year	Start of Year Forecast (Notes 6) £	Latest Forecast Spend £	Actual Spend £	WY+Y+Y Grant already paid (Note 6) £	Grant payments due £
Pre 2015-16					
2015-16	0	0			
Quarter 1 - 2015-16	0	0			
Quarter 2 - 2015-16	0	0	0		
Quarter 3 - 2015-16	0	0	0		
Quarter 4 - 2015-16	0	0	0		
TOTAL	0	0	0		
2015-16 Forecast (as per funding agreement) Variance (Note 7)		0			
				Total Grant Requested	0

NOTES:
 (6) Please include all grant paid in respect of the relevant period, irrespective of the payment date.
 (7) Please contact WYCA if you would like to increase / decrease your annual forecast over the approved profile in the funding agreement immediately if you become aware of a potential change. Failure to agree this could lead to a delay in payments being made to the promoter.

Please explain any variance between your forecast at the start of the PI, current forecast and your actual spend.
 Comments:

Part 8 LA CONTACT INFORMATION

Name:
 Position:
 Organisation:
 Address 1:
 Address 2:
 Address 3:
 Address 4:
 Postcode:
 Telephone number:
 e-mail address:

General scheme enquiries

Claims enquiries (if different)

Part 9

AUDIT DECLARATION

On behalf of _____

I certify that the information provided on this form is accurate to the best of my knowledge and satisfies the conditions under our Funding Agreement with WYCA as at the date of this report was signed.

I apply for payment towards the expenditure detailed above.

Name: _____ Signature: _____ Date: _____
 Senior Responsible Owner

Part 10

ANNUAL / FINAL AUDIT DECLARATION ONLY

On behalf of _____

I certify that the information provided on this form is accurate to the best of my knowledge and satisfies the conditions under our Funding Agreement with WYCA as at the date of this report was signed.

Name: _____ Signature: _____ Date: _____
 Senior Responsible Owner

Name: _____ Signature: _____ Date: _____
 Senior Responsible Owner

Part 11

FOR WYCA USE ONLY

FOR WYCA USE ONLY

Certification

This claim has been checked. I am satisfied it is in order.
 I certify that the grant claim for the above scheme is satisfactory. The claim, which is considered fair and reasonable, is in accordance with the terms of the grant offer letter. The arithmetic is correct. No previous grant claim for the same work has been made and payment has not previously been authorised.

Name: _____ Signature: _____ Date: _____

Authorisation

I am satisfied that this grant claim for the above scheme is in order and I hereby approve payment.

Name: _____ Signature: _____ Date: _____

Yes
 Nil Claim

Mandated
 Gateway 1 Approved
 Gateway 2 Approved
 Gateway 3 Approved
 Construction underway
 Construction Complete
 Project Closed

Bradford
 Calderdale
 Kirkstall
 Leeds
 Wakefield
 York
 WYCA

Scheme Completion
 2015/16 Quarter 1 | 1 April 2015 - 30 June 2015
 2015/16 Quarter 2 | 1 July 2015 - 30 September 2015
 2015/16 Quarter 3 | 1 October 2015 - 31 December 2015
 2015/16 Quarter 4 | 1 January 2016 - 31 March 2016
 2015/16 Year End Annual Audit Declaration
 2016/17 Quarter 1 | 1 April 2016 - 30 June 2016
 2016/17 Quarter 2 | 1 July 2016 - 30 September 2016
 2016/17 Quarter 3 | 1 October 2016 - 31 December 2016
 2016/17 Quarter 4 | 1 January 2017 - 31 March 2017
 2016/17 Year End Annual Audit Declaration
 2017/18 Quarter 1 | 1 April 2017 - 30 June 2017
 2017/18 Quarter 2 | 1 July 2017 - 30 September 2017
 2017/18 Quarter 3 | 1 October 2017 - 31 December 2017
 2017/18 Quarter 4 | 1 January 2018 - 31 March 2018
 2017/18 Year End Annual Audit Declaration
 2018/19 Quarter 1 | 1 April 2018 - 30 June 2018
 2018/19 Quarter 2 | 1 July 2018 - 30 September 2018
 2018/19 Quarter 3 | 1 October 2018 - 31 December 2018
 2018/19 Quarter 4 | 1 January 2019 - 31 March 2019
 2018/19 Year End Annual Audit Declaration
 2019/20 Quarter 1 | 1 April 2019 - 30 June 2019
 2019/20 Quarter 2 | 1 July 2019 - 30 September 2019
 2019/20 Quarter 3 | 1 October 2019 - 31 December 2019
 2019/20 Quarter 4 | 1 January 2020 - 31 March 2020
 2019/20 Year End Annual Audit Declaration
 2020/21 Quarter 1 | 1 April 2020 - 30 June 2020
 2020/21 Quarter 2 | 1 July 2020 - 30 September 2020
 2020/21 Quarter 3 | 1 October 2020 - 31 December 2020
 2020/21 Quarter 4 | 1 January 2021 - 31 March 2021
 2020/21 Year and C Annual Audit Declaration