

DATED \_\_\_\_\_

**DEED OF VARIATION**

between

**WEST YORKSHIRE COMBINED AUTHORITY**

and

**LEEDS CITY COUNCIL**

**relating to the European Regional Development Fund (ERDF) Delivery Partner  
Funding Agreement**

**Project Name: Leeds City Region Growth Service**

**Project Number: 20R18P02404**

This **DEED** is dated

## **PARTIES**

- (1) **WEST YORKSHIRE COMBINED AUTHORITY** whose principal office is at Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE (the “**Combined Authority**”); and
- (2) **LEEDS CITY COUNCIL** whose principal office is at Civic Hall, Leeds, LS1 1UR (the “**Grant Recipient**”)

each a **party**, together the **parties**.

## **BACKGROUND**

- (A) The Funder and the Recipient entered into the European Regional Development Fund (“ERDF”) Delivery Partner Funding Agreement (“Funding Agreement”) on 8<sup>th</sup> November 2019.
- (B) The parties wish to amend the Funding Agreement as set out in this Deed with effect from the Variation Date.

## **1. INTERPRETATION**

- 1.1 In this Deed, the following words shall have the following meanings, unless the context requires otherwise:

**Funding Agreement** means the ERDF funding agreement entered into by the Combined Authority and Grant Recipient and set out at Schedule 1, as varied from time to time by the mutual agreement of the parties; and

**Variation Date** means the date of execution of this Deed.

## **2. VARIATIONS**

- 2.1 With effect from the Variation Date, the parties agree that the Funding Agreement shall be varied as follows:

<b>Section</b>	<b>Amendment</b>
<b>Schedule 1 – paragraph 1.1</b>	<p>This paragraph shall be deleted in its entirety and replaced with the following:</p> <p>The amount of Grant payable shall not exceed the Maximum Sum of £267,857 (two hundred and sixty-seven thousand, eight hundred and fifty-seven pounds) and has been determined as being fifty percent (the Revenue Contribution Rate) of the Eligible Expenditure.</p>

<p><b>Schedule 1 – paragraph 4</b></p>	<p>The Milestone Table shall be deleted in its entirety and replaced with the following:</p> <table border="1" data-bbox="643 293 1396 584"> <thead> <tr> <th data-bbox="643 293 719 327"></th> <th data-bbox="719 293 1145 327"><b>Milestone</b></th> <th data-bbox="1145 293 1396 327"><b>Date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="643 327 719 398">b)</td> <td data-bbox="719 327 1145 398">Agreed Financial Completion Date</td> <td data-bbox="1145 327 1396 398">31 March 2023</td> </tr> <tr> <td data-bbox="643 398 719 432">c)</td> <td data-bbox="719 398 1145 432">Agreed Activity End Date</td> <td data-bbox="1145 398 1396 432">31 March 2023</td> </tr> <tr> <td data-bbox="643 432 719 504">d)</td> <td data-bbox="719 432 1145 504">Agreed Project Practical Completion Date</td> <td data-bbox="1145 432 1396 504">30 June 2023</td> </tr> <tr> <td data-bbox="643 504 719 584">f)</td> <td data-bbox="719 504 1145 584">The date of the submission of the final Grant Claim.</td> <td data-bbox="1145 504 1396 584">28 April 2023</td> </tr> </tbody> </table>		<b>Milestone</b>	<b>Date</b>	b)	Agreed Financial Completion Date	31 March 2023	c)	Agreed Activity End Date	31 March 2023	d)	Agreed Project Practical Completion Date	30 June 2023	f)	The date of the submission of the final Grant Claim.	28 April 2023
	<b>Milestone</b>	<b>Date</b>														
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f)	The date of the submission of the final Grant Claim.	28 April 2023														
<p><b>Schedule 1 – paragraph 5.1</b></p>	<p>The Match Funding table in this paragraph shall be deleted in its entirety and replaced with the table set out in Appendix 1 of this Deed.</p>															
<p><b>Schedule 1 – paragraph 8.1</b></p>	<p>The Grant Recipient’s Targets table is deleted in its entirety and replaced with the table set out in Appendix 2 of this Deed.</p>															

2.2 In addition to the amendments set out in clause 2.1, the Grant Agreement shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in this Deed, as if such further amendments were also expressly set out in this Deed.

2.3 The Grant Agreement shall continue in full force and effect as varied by this Deed and the terms of the Grant Agreement shall have effect as though the provisions contained in this Deed had been originally contained in the Grant Agreement.

**3. GENERAL**

3.1. Each right or remedy of either party under this Deed is without prejudice to any other right or remedy of the other party whether under this Deed or not.

3.2. If any provision of this Deed is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed not to form part of this Deed and none of the parties shall be in breach for failure to comply with any such provision but the remaining provisions of this Deed and the remainder of such provision shall continue in full force and effect.

- 3.3. Each party warrants and undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Deed.
- 3.4. A person who is not a party to this Deed has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### **4. COUNTERPARTS**

- 4.1. This Deed may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed.

#### **5. GOVERNING LAW AND JURISDICTION**

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

**IN WITNESS** of which the parties have executed this Deed as a deed and delivered it on the date written at the top of this document.

EXECUTED as a DEED by the affixing of the )  
COMMON SEAL of **WEST YORKSHIRE** )  
**COMBINED AUTHORITY** which was )  
authenticated by: )

Authorised Signatory

The **COMMON SEAL** of **LEEDS CITY** )  
**COUNCIL** affixed to this DEED was )  
authenticated by: )

Authorised Signatory

**Schedule 1**  
**Grant Agreement**

## Appendix 1

### Match Funding Table

	Year 3 (2021)					Year 4 (2022)					Year 5 (2023)		Full Programme TOTAL
	January - March (Q1)	April - June (Q2)	July - September (Q3)	October - December (Q4)	Year 3 TOTAL	January - March (Q1)	April - June (Q2)	July - September (Q3)	October - December (Q4)	Year 4 TOTAL	January - March (Q1)	Year 5 TOTAL	
<b>Match Funder</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>	<b>PROFILE</b>
Leeds	£19,419	£19,473	£19,580	£19,580	<b>£78,050</b>	£19,580	£19,580	£19,580	£19,580	<b>£78,318</b>	£19,580	<b>£19,580</b>	<b>£175,948</b>

## Appendix 2

### Grant Recipient's Targets Table

Total P13s (3 Hours)					
	Q1 Re-Profile	Q2 Re-Profile	Q3 Re-Profile	Q4 Re-Profile	TOTAL Profile
2019	0	3	8	15	26
2020	10	22	26	19	77
<b>2021</b>	3	9	10	12	34
2022	13	14	13	11	51
2023	7	0	0	0	7
	<b>33</b>	<b>48</b>	<b>57</b>	<b>57</b>	<b>195</b>
Total C4s (12 Hours)					
	Q1 Re-Profile	Q2 Re-Profile	Q3 Re-Profile	Q4 Re-Profile	TOTAL Profile
2019	0	0	0	3	3
2020	3	3	1	5	12
<b>2021</b>	0	0	2	6	8
2022	10	11	11	11	43
2023	6	0	0	0	6
	<b>19</b>	<b>14</b>	<b>14</b>	<b>25</b>	<b>72</b>
Total C8s (Jobs Created)					
	Q1 Profile	Q2 Profile	Q3 Profile	Q4 Profile	TOTAL Profile
2019	0	0	0	0	0
2020	3	0	0	0	3
<b>2021</b>	3	2	4	5	14
2022	6	6	3	4	19
2023	2	0	0	0	2
	<b>14</b>	<b>8</b>	<b>7</b>	<b>9</b>	<b>38</b>
P13s - BEIS Growth Managers					
	Q1 Profile	Q2 Profile	Q3 Profile	Q4 Profile	TOTAL Profile
2019	0	3	8	6	17
2020	5	13	14	11	43
<b>2021</b>	0	5	7	7	19
2022	5	6	6	6	23
2023	4	0	0	0	4
	<b>14</b>	<b>27</b>	<b>35</b>	<b>30</b>	<b>106</b>
P13s - Non-BEIS Growth Managers					
	Q1 Profile	Q2 Profile	Q3 Profile	Q4 Profile	TOTAL Profile
2019	0	0	0	9	9
2020	5	9	12	8	34
<b>2021</b>	3	4	3	5	15



2022	8	8	7	5	<b>28</b>
2023	3	0	0	0	<b>3</b>
	<b>19</b>	<b>21</b>	<b>22</b>	<b>27</b>	<b>89</b>