



Private and Confidential

Dean Backhouse
Leeds City Council
Civic Hall
Calverley Street
Leeds
LS1 1UR

27th November 2023

Dear Dean,

Grant Funding

Local Electric Vehicle Infrastructure (LEVI) Capability Fund

The West Yorkshire Combined Authority (**Combined Authority**) is writing to Leeds Council (**you**) to confirm that you have been awarded the Grant Funding (see below) for the purposes and on the terms and conditions set out in this letter. The Grant Funding has been awarded in response to your application for funding (**Application**).

Details of Grant Funding

<p>Grant Funding</p> <p>The amount of grant funding awarded by this letter is</p>	<p>Funding breakdown 23/24 = £98,968.00 24/25 = £98,968.00</p> <p>Total = £197,936.00</p> <p>Payable in arrears and/or according to any agreed milestones or payment milestones designated by the relevant Government department or other funding authority providing the funding for the Project. The Combined Authority is expecting payments to be made approximately during October 2023 and Summer 2024.</p>
<p>Purpose of the Grant Funding as part of the Project</p>	<p>The LEVI Capability Fund is national government grant funding awarded to West Yorkshire to provide upfront resource funding to help ensure local</p>



	<p>authorities in England have dedicated staff to undertake the planning and delivery of local EV chargepoints in their areas, especially for residents without off-street parking.t</p> <p>The LEVI Capability Fund has been provided to achieve the following objectives:</p> <ul style="list-style-type: none"> i. To increase the capacity and effectiveness of local authorities to produce and deliver on a chargepoint strategy for their areas. ii. To ensure local authorities are equipped to access and deliver value for money for public capital funding, and maximise private sector funding - delivering business models and technologies that meet the changing needs of local residents. iii. To help establish a lasting legacy of capacity and effectiveness within local authorities across England, to ensure local charging needs are considered and met in the context of the 2030 phase out of petrol and diesel cars and vans, and wider net-zero needs.
<p>Deliverables</p> <p>Outcomes required from you</p>	<p>Funding for the following resources:</p> <p>Senior Project Officer Internal transfer/ backfill / new post, 1.0 full time equivalent for 3 years (£169,659 total – split 50:50 across 23/24 and 24/25)</p> <p>Principle Transport Planner Internal transfer/ backfill / new post, 0.2 full time equivalent for 2 years (£28,277 total – split 50:50 across 23/24 and 24/25)</p>
<p>Date by which you must provide proof of the Deliverables</p>	<p>31st March 2024 & 31st March 2025</p>
<p>Reporting Requirements</p>	<p>You are required to report on the following basis: quarterly</p> <p>This will be set to meet the reporting requirements outlined by Government,</p>



	with the first anticipated report required December 2023.
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Terms and Conditions of the Grant Funding

1. General Terms and conditions

- 1.1. The Grant Funding is the maximum amount for which the Combined Authority is liable under this letter.
- 1.2. You can make claims for your Grant Funding in writing. Once the Combined Authority is satisfied that payment is due, payment will be made in accordance with the Combined Authority's normal payment cycles.
- 1.3. You confirm that the circumstances set out in your Application remain true and correct. You will advise the Combined Authority immediately if circumstances change. You also confirm that you have all the authorities and approvals in place required to deliver the Deliverables and comply with your obligations under this letter.
- 1.4. Your Grant Funding can only be used for the Project to achieve the Deliverables.
- 1.5. If the Combined Authority subsequently discovers that you have used the Grant Funding for something other than the Deliverables specified in this letter, or for any purpose described in your Application, the Combined Authority reserves the right to: claim repayment of any part of the Grant Funding already paid to you; withhold further payments; and cancel your entitlement to any further Grant Funding under this letter.
- 1.6. You will be expected to keep proper accounting records of the receipt and use of the Grant Funding. The Combined Authority may on reasonable notice, ask for access to your records.
- 1.7. If the Combined Authority notifies you that you are required to comply with an assurance process for the business case for your Project, and recording and monitoring of your Grant Funding, you will be required to comply with this process.

2. Reporting Requirements

You are required to report to the Combined Authority on the basis set out above. The Combined Authority will provide you with a format of report required.

3. Subsidy control:

It is your obligation to ensure that by receiving and using the Grant Funding, you are complying with all relevant UK legislation on subsidy control. Note that if the Grant Funding is found to be an unlawful subsidy, the Combined Authority may withdraw the Grant Funding or require any already paid to be repaid to the Combined Authority.

4. Bribery Act 2010:

You are required to ensure that you have systems in place to comply with your Bribery Act obligations.

5. Intellectual property and know how.



Any intellectual property or know how introduced by either of us remains our own property. If as part of your Grant Funding or your Application, you are required to share the intellectual property or know how developed during the creation of your Deliverables, you will take the necessary steps to ensure that the Combined Authority or other parties selected by the Combined Authority have the rights they need to use the intellectual property or know how.

6. Confidentiality, publicity and freedom of information.

This Grant Funding Letter and the fact of the Grant Funding is confidential. The Combined Authority may agree to publicity, but consent in writing must first be obtained. Between you and the Combined Authority, we will of course co-operate in the usual way should either you or the Combined Authority receive freedom of information or environmental information regulations request for disclosure.

7. Data Protection:

We shall each comply with the requirements of current data protection legislation.

8. Governing Law and Disputes

The governing law of this letter is English law. If we have a dispute over the provisions of this letter or your obligations under it, we will first try to resolve it at officer, then chief executive level. If the dispute cannot be resolved we will resolve the matter by mediation using CEDR.

9. General

This is the entire agreement between us regarding the Grant Funding. No variations can be made unless they are in writing and signed by an authorised representative of each of the Combined Authority and you.

If you have any concerns or questions over the content in this letter, or require any clarification on any of the requirements in this letter, please contact the officer within the Combined Authority who is dealing with your Application.



Please counter sign a copy of this letter confirming that you accept and agree to receiving the Grant Funding subject to the provisions of this letter.

For and on behalf of:	Agreed and Accepted:
West Yorkshire Combined Authority (Authorised signature)	Leeds City Council (Authorised signature)
Name and position of authorised signatory 	Name and position of authorised signatory
Date	Date