



**Special Urgent Executive Decision Taken by Chief Executive
Published on 3 April 2020**

Decision: Park and Charge

Decision taker: Yvonne Rees, Chief Executive

Decision Date: 3 April 2020

Is decision subject to Call-in? Yes

Deadline for Call-in: 9 April 2020

Is decision exempt? No. Appendix 2 to the report appended to this decision is exempt from publication by virtue of paragraph 3 of Schedule 12A of Local Government Act 1972

Is decision urgent? Yes

Summary

To consider opportunities presented by an Innovate UK funded project around electric vehicle charging points in council owned car parks.

On 22 July 2019 this Council passed a climate emergency motion with the aim for facilitating the district to be net zero by 2030. Transport emissions account for 44% of the total carbon footprint of the district and is a key sector that needs to be addressed.

The Car Parking Strategy 2019 – 2023 contains several key strategic principles and supports the council's business plan which contains the objective PCG3: to play our part in responding to the increasing demand for electric charging points. Public consultation of the Car Parking Strategy 2019-2023 overwhelmingly supported the need for electric vehicle chargers, with 96% in support of electric charge points within our car park.

Decision

Resolved

- (1) That the funding agreement with Oxfordshire County Council (appendix 1 to the report attached to this decision) be approved.
- (2) That the draft heads of terms be approved (exempt appendix 2 to the report attached to this decision) and approval given to engage with the commercial partners.

Reasons for Decision

A consortium led by Zeta Lighting consisting of SSE Enterprise, Oxfordshire County Council, Oxford University and [ui!]uk, was successfully awarded £3.9m grant for a £5.1m project to deliver up to 300 fast electric vehicle chargers for Oxfordshire.

The project started on 1 September 2019, finishing on 31 March 2021 (18 months) and will engage with all Local Authorities in Oxfordshire, first to develop a commercial offering. If that commercial offering is suitable and the councils sign up there is an expectation to support and promote roll out and installation.

Oxfordshire County Council are holding resources and acting as lead co-ordinator on behalf of the Oxfordshire Councils; as a guide each Local Authority is anticipated to have £5,000 to cover legal fees for each car park, £11,000 for sub-contract funding, and some resource funding to cover staff in order to engage and progress this opportunity. It is expected for this Council this figure will be in the region of £60,000, however is subject to how many other Oxfordshire Councils commit to the project and the location of the car parks pursued.

In order to progress this project further a relationship will need to be defined between this Council and the County Council prior to engaging with the commercial partners. The funding agreement will provide resources to take this project forward, alongside developing the commercial agreements which would be submitted to members to agree at a later date.

This item was due to be considered by the Executive at their meeting of 6 April 2020. However, in light of the situation with the Covid-19 outbreak and Government advice to social distance and stop non-essential contact, the Leader of the Council and Executive Chairman, Councillor Barry Wood, agreed that the meeting no longer take place as staff are being deployed to core functions to ensure business continuity at this time and that the decision be taken by the Chief Executive using urgency powers. All Executive members have confirmed they endorse the recommendations. The report has been circulated to all councillors ahead of the urgent decision being taken.

In accordance with the Constitution, a report will be submitted to the next meeting of the Executive advising of the urgent action taken.

Alternative Options Considered

Option 1: A different approach to that outlined in the report (attached as an appendix to this decision). This may cost this Council significant capital and revenue resources to install the Electric Vehicle charge points through other means.

Conflicts of Interest Declared and Dispensations Granted by Head of Paid Service

None

Attachments

Report due to be submitted to 6 April 2020 Executive (please note appendix 2 is exempt from publication)

Yvonne Rees
Chief Executive

Cherwell District Council

Executive

6 April 2020

Park and Charge

Report of Assistant Director Environmental Services

This report is public
Appendix 2 to this report is exempt from publication by virtue of paragraph 3 of
Schedule 12A of Local Government Act 1972

Purpose of report

To update the Executive of opportunities presented by an Innovate UK funded project around electric vehicle charging points in council owned car parks

1.0 Recommendations

The meeting is recommended to

- 1.1. To approve to the funding agreement with Oxfordshire County Council.
- 1.2. To approve to the draft heads of terms and engage with the commercial partners.

2.0 Introduction

- 2.1 There are a variety of different drivers for the growth of electric vehicles on a national scale which has been reflected by a variety of government policy, such as the Clean Growth Strategy¹, the UK Industrial Strategy and the 'Road to Zero' strategy². This last strategy sets a UK target of 50% of new car sales being electrified by 2030 rising to 100% by 2040. The government is currently consulting on bringing the end of fossil fuelled car sales date forwards to 2035 or earlier³. It is clear is that electric vehicles have a role to play in reducing both the greenhouse gas emissions and the impact of poor air quality on the residents of the UK, which is resulting in 40,000 early deaths and a cost of £20bn⁴.

¹ UK Clean Growth Strategy, *Department for Business, Energy and Industrial Strategy*, (2017)

² The Road to Zero: Next steps towards cleaner road transport and delivering our Industrial Strategy, *Department for Transport*, (2018)

³ [Consulting on ending the sale of new petrol, diesel and hybrid cars and vans](#)

⁴ Every breath we take: The lifelong impact of air pollution, *Royal College of Physicians and Royal College of Paediatrics and Child Health*, (2016)

- 2.2 Currently electric vehicles represent 2.9%⁵ of the UK market share and, although there is some disagreement as to how much of a market share of passenger vehicles electric vehicles will take, all scenarios are clear that they will command a future market majority. Effectively for the UK it is no longer a question of 'if' electric vehicles will dominate the UK market but 'when', with the UK viewed to be on a precipitative edge with substantial and rapid growth, potentially similar to Norway which has a 55% EV market share⁶.
- 2.3 On 22 July 2019 this Council passed a climate emergency motion with the aim for facilitating the district to be net zero by 2030. Transport emissions account for 44% of the total carbon footprint of the district and is a key sector that needs to be addressed.
- 2.4 The approved Car Parking Strategy 2019 – 2023 contains several key strategic principles and supports the council's business plan which contains the objective PCG3: to play our part in responding to the increasing demand for electric charging points.

3.0 Park and Charge 1

- 3.1 In January 2019, innovate UK awarded funding for a 3 month feasibility project led by Zeta lighting, a local Bicester business, led a consortium consisting of Oxfordshire County Council, Oxford University, [ui!]uk, Cherwell District Council and with the involvement of West Oxfordshire District Council. This project was looking at providing electric vehicle charging solutions to residents who have no choice but to park their vehicles on the public highway (known as on-street parking).
- 3.2 The successful project took learning developed in Bicester in order to provide an understanding of potential solutions, identifying early on a correlation between local town centre car parks and on street parking properties. The hypothesis were tested in a number of alternative Cherwell and West Oxfordshire market towns building a county council toolkit to identify appropriate areas.
- 3.3 Although key market towns such as Bicester (149 properties) and Banbury (1,200+ properties) were identified as having significant applicable populations, a number of villages originating from the medieval period were also identified such, as but not limited to, Hook Norton, Adderbury and Deddington.
- 3.4 The feasibility study identified a possible solution to utilise predominantly public sector town centre car parks to install electric vehicle charging points. These charge points could be used by visitors and commuters during the day, whilst being available for residents at night. Innovations to support this delivery would include an option for users to book the chargers for certain time periods, provide dynamic billing systems to differentiate between different

⁵ Nextgreencar – [electric cars](#)

⁶ [Norway's Electric Vehicle Market](#), *Institute for Energy Research*, (2018)

types of uses, and smart charging to keep costs down for overnight residential users.

- 3.5 The project also conducted a survey of the Oxfordshire public which identified that 94% of the public would be prepared to walk up to 10 minutes to an accessible car park. Additionally, Oxford University identified that Oxfordshire was ahead of the EV uptake as identified in Figure 1: Oxfordshire and UK percentage of new EV sales per year

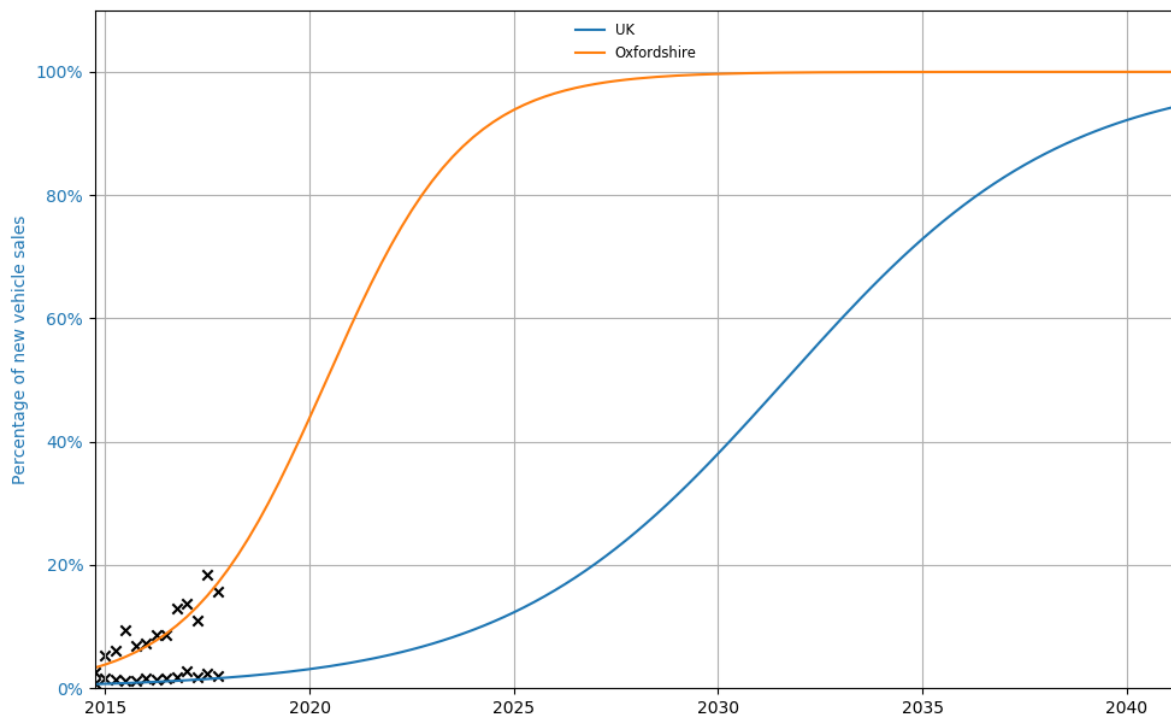


Figure 1: Oxfordshire and UK percentage of new EV sales per year

4.0 Park and Charge 2

- 4.1 A revised consortium led by Zeta Lighting consisting of SSE Enterprise, Oxfordshire County Council, Oxford University and [ui!]uk, was successfully awarded £3.9m grant for a £5.1m project to deliver up to 300 fast electric vehicle chargers for Oxfordshire.
- 4.2 The project started on 1 September 2019, finishing on 31 March 2021 (18 months) and will engage with all Local Authorities in Oxfordshire, first to develop a commercial offering. If that commercial offering is suitable and the councils sign up there is an expectation to support and promote roll out and installation.
- 4.3 Oxfordshire County Council are holding resources and acting as lead co-ordinator on behalf of the Oxfordshire Councils; as a guide each Local Authority is anticipated to have £5,000 to cover legal fees for each car park, £11,000 for sub-contract funding, and some resource funding to cover staff in order to engage and progress this opportunity. It is expected for this Council this figure will be in the region of £60,000, however is subject to how many

other Oxfordshire Councils commit to the project and the location of the car parks pursued.

- 4.4 In order to progress this project further a relationship will need to be defined between this Council and the County Council prior to engaging with the commercial partners. The funding agreement will provide resources to take this project forward, alongside developing the commercial agreements which would be submitted to members to agree at a later date.

5.0 Consultation

- 5.1 Engagement has begun with Oxfordshire County Council and the other Oxfordshire District and City Councils. Further engagement would follow as this Council continues to develop this work. Oxfordshire County Council will also be co-ordinating a communication and education package in relation to electric vehicles. It is anticipated that this will only be targeted towards council areas that commit to the project.
- 5.2 Public consultation of the Car Parking Strategy 2019-2023 overwhelmingly supported the need for EV chargers, with 96% in support of electric charge points within our car park.

6.0 Alternative Options and Reasons for Rejection

- 6.1 The following alternative options have been identified and rejected for the reasons as set out below.

Option 1: Members advise officers to take a different approach to that outlined in the report. This may cost this Council significant capital and revenue resources to install the EV charge points through other means.

7.0 Implications

Financial and Resource Implications

- 7.1 There are no financial implications as a result of this report. All finance identified will be delivered through grant funding.

Comments checked by: Lorna Baxter, Director of Finance,
Lorna.baxter@cherwell-dc.gov.uk, 01295 221666

Legal Implications

- 7.2 The draft heads of terms by definition are not legally binding, with any significant risks associated with the funding agreement being with Oxfordshire County Council. The legal service will be on hand to review any documentation and assist in the negotiation and completion of any funding agreement with the County Council, any commercial agreement with the

private sector partners and any land issues arising as a result of the works undertaken on the car parks in the Council's ownership. The legal service will also provide any advice on the various procurement, governance and any other issues arising through the course of the project.

Comments checked by: Chris Mace, Solicitor
christopher.mace@cherwell-dc.gov.uk, 01295 221808

Risk Implications

- 7.3 The next stage of this work is to develop a commercial agreement within our existing contracts and with the commercial partners of the Park and Charge project. Any risks will be identified within the risk register and managed appropriately. There are no risks in agreeing to this report at this stage.

Comments checked by: Louise Tustian, Head of Insight and Corporate Programmes, Louise.Tustian@cherwell-dc.gov.uk, 01295 221 786

8.0 Decision Information

Key Decision

Financial Threshold Met: No

Community Impact Threshold Met: No

Wards Affected

All

Links to Corporate Plan and Policy Framework

Greener and Cleaner

Lead Councillor

Councillor Dan Sames, Lead Member for Clean and Green

Document Information

Appendix No	Title
1	Park and Charge District Funding Agreement
2	Draft Heads of Terms (restricted)
Background Papers	
None	
Report Author	Sam Thomas, Sustainability Project Officer
Contact Information	Sam.Thomas@Cherwell-DC.gov.uk 01295 221 964

DATED 2020

OXFORDSHIRE COUNTY COUNCIL

- and -

[NAME OF ORGANISATION]

FUNDING AGREEMENT

relating to

Park and Charge **[insert relevant district area]**

N Graham
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS13 Funding Agreement Ref: LS/51425

THIS AGREEMENT is made the day of 2020

BETWEEN:

- (1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (the "Council"); and
- (2) **[INSERT DETAILS OF ORGANISATION]** (Company/Charity Number **[insert number]** of **[insert (registered) address]** (the "Organisation").

WHEREAS:

- A Following an application for grant funding, the Council is a Grant recipient on the Innovate UK funded 'Park & Charge Pilot' scheme (the "Pilot"), which scheme is designed to help home owners without off-road parking to charge their electric vehicles. The proposal is to 'roll out' fast electric vehicle charging points and rapid charging points within local authority car parks.
- B The Pilot is to be delivered under the terms of a Collaboration Agreement dated 19th September 2019 between the Council and its Collaborating Partners.
- C. The Council wishes to provide funding on the terms and conditions appearing below to the Organisation so that the Organisation can provide the car park infrastructure required for successful delivery of the Pilot within the Organisation's District Council area.
- B The Organisation wishes to accept the Council's funding and to carry out the Project (as defined) on the terms and conditions appearing below.

NOW IT IS AGREED:

1 Definitions and Interpretation

- 1.1 In these Conditions, except where the context otherwise requires, the following expressions have the following meanings:

"Bribery Act" means 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;

"Collaborating Partners" means the parties to the Collaboration Agreement dated 19th September 2019.

"Conditions" means these conditions of funding and any modification of them made in accordance with these conditions;

"Consents" includes any necessary approval, authorisation, consent, exemption, licence,

permit, permission or registration from any governmental or other authority, the local planning authority, landlords, landowners or any other person in relation to carrying out the Project;

“Funding” means the funding as specified in Schedule 2;

“Funding Agreement” means this agreement incorporating these Conditions and the Schedules (and any additional Conditions set out in the Schedules) and any modifications made in accordance with these Conditions;

“Funding Period” means the period specified in Condition 2 which may be subject to extension as provided in Condition 2;

“Grant Offer Terms and Conditions” means the Innovate UK terms and conditions as amended from time to time and available at <https://apply-for-innovation-funding.service.gov.uk/competition/139/download/1038>.

“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” means 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 to any servant of the Council 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 Funding Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Funding Agreement or any other contract with the Council;
- (b) entering into this Funding Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Organisation 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 Council;
- (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 Funding Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council;

“Pilot” means the Innovate UK funded ‘Park & Charge Pilot’ Scheme

“Project” means the whole or any part of the Project to be delivered by the Organisation as described in Schedule 1;

“Schedules” means Schedules 1-3 and their appendices or annexes, as attached to this Funding Agreement; and

“State Aid Law” means any European Union State aid laws (including without limitation under Articles 106 to 109 inclusive of the Treaty on the Functioning of the European Union (as amended) and/or any applicable judgement, court order, statute, statutory instrument, regulation, directive or decision.

“Sponsor” means Innovate UK, part of UK Research and Innovation

- 1.2 The Funding Agreement and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 1.3 A reference to any act of Parliament, order, regulation, statutory instrument or similar, shall include a reference to any amendment or replacement of it. Reference to any act of Parliament shall also include any subsidiary legislation made under it.
- 1.4 The Funding Agreement represents the entire understanding between the parties in relation to the subject matter of the Funding Agreement. If any of the Conditions become or are declared by a court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall in no way impair or affect any other Conditions all of which shall remain in full force and effect.
- 1.5 In the event of any inconsistency between the Conditions and the Schedules the former shall prevail.
- 1.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Funding Agreement.

2 Funding Period

- 2.1 The Funding Agreement shall commence on the date of this Funding Agreement and shall expire on 31st March 2021 unless terminated earlier in accordance with the Conditions.

3 The Project

- 3.1 The Organisation shall, during the Funding Period, deliver the Project in accordance with

the terms and conditions of this Funding Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Council.

- 3.2 The Organisation shall maintain current and accurate records of work carried out in the delivery of the Project and shall provide the Council or its nominee with access to records and data as set out in Schedule 3.
- 3.3 The Organisation will participate in quality and other monitoring as described in Schedule 3 and will provide the Council with all reasonable assistance in this regard, including sharing data relating to the Project with the Council and with other local authorities involved in the Pilot.
- 3.4 The Organisation shall use all reasonable endeavours to cooperate with the Council and to comply with the Council's communication and dissemination strategy for the duration of the Pilot.
- 3.5 The Organisation shall ensure that it complies with the Grant Offer Terms and Conditions as amended from time to time.
- 3.6 The Organisation will carry out the tasks allotted to it in Schedule 1 within the stated time scales as amended from time to time, and will provide the human and other resources, materials, facilities and equipment which are designated as its responsibility in the Schedule 1.

4 Funding

- 4.1 In return for the delivery of the Project, the Funding will be provided by the Council subject to Condition 4.4.
- 4.2 In the event that the Organisation fails to deliver the Project in accordance with the Funding Agreement the Council reserves the right to withhold payment of the Funding or part thereof until the default is rectified.
- 4.3 In the event of serious or persistent breach of these Conditions, or of the Sponsor's Grant Offer Terms and Conditions, the Council shall be entitled to exercise its rights under Condition 11 of this Funding Agreement.
- 4.4 The Council may reduce or withdraw the Funding to the extent any funding received by the Council from the Sponsor is reduced or withdrawn.
- 4.5 The amount of the Funding shall not be increased in the event of any overspend by the Organisation in its delivery of the Project.
- 4.6 The Organisation shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies

have been paid in error before all conditions attaching to the Funding have been complied with by the Organisation.

- 4.7 The Organisation acknowledges that payment of the Funding in no way binds the Council to either the grant or release of any further funding to the Organisation.
- 4.8 The Organisation shall keep complete and accurate accounts of its expenditure on the Project. Where any Funding is being claimed against costs and expenses incurred by the Organisation, each invoice must be accompanied by a statement certified by an authorised officer of the Organisation.
- 4.10 The Organisation will provide sufficient information to the Council to allow the Council to claim the Grant and to submit reports to the Sponsor in accordance with the Sponsor's requirements as indicated from time to time. The Organisation will certify its claims for Funding in such way as may be necessary to allow the Council to give any certificate required by the Sponsor in relation to those claims.

5 Insurance

- 5.1 The Organisation shall at all times maintain insurance cover with a reputable company, as follows:
 - 5.1.1 public liability insurance (minimum of £5,000,000 (five million) per claim); and
 - 5.1.2 employers' liability insurance (minimum of £10,000,000 (ten million) per claim).
- 5.2 The Organisation shall supply to the Council annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.

6 Intellectual Property Rights

- 6.1 The Council and the Organisation 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 Council or the Organisation at the commencement of the Funding Period or developed by either party during the Funding Period, shall remain the property of that party.
- 6.2 Where the Council has provided the Organisation with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Organisation shall, on termination of this Funding Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

7 Information

- 7.1 The Organisation shall ensure that any information supplied by the Council is treated as confidential and not disclosed to any other person except as may be required by law or when such disclosure is in accordance with any shared information protocol which has been approved by the Council.

8 Compliance with law and other requirements

- 8.1 The Organisation shall comply with all relevant State Aid Laws, statutes, enactments, regulations and codes of practice and best practice guidelines or other similar instructions in the delivery of the Project.
- 8.2 The Council shall have the right to suspend payment of the Funding or part thereof if the Organisation does not so comply.
- 8.3 The Organisation shall comply with the General Data Protection Regulations (EU 2016/679) and the Data Protection Act 2018 when it comes into force, and any subordinate legislation made under such Acts from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation and shall:
- 8.3.1 act only on the instructions of the Council when processing personal data (as defined in that Act) received from the Council;
 - 8.3.2 take all appropriate security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to such personal data;
 - 8.3.3 provide the Council with all such information as the Council may reasonably require to satisfy itself that the Organisation is complying with these obligations;
 - 8.3.4 return to the Council all such information at the expiry or earlier termination of the Funding Agreement.
- 8.4 The Organisation acknowledges that in responding to requests received by the Council under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 the Council will be entitled to provide information relating to the Funding Agreement.
- 8.5 If any part or the whole of the Project consists of works that the Construction (Design and Management) Regulations 2015 ("CDM Regulations") apply to ("Works"), the Organisation elects to be the only client for the purposes of the CDM Regulations (where applicable) and the Council agrees to such election. The Organisation shall comply with all relevant obligations under the CDM Regulations in respect of any Works (including without limitation those of a client).

8.6 The Organisation shall promptly apply for, and be responsible for obtaining, all Consents.

9 Accounts and Records

9.1 The Organisation shall provide the Council or the Council's internal or external auditors or the Local Government Ombudsman with access to its financial records, minute books and any other relevant evidence as to the propriety of its affairs provided that the Council has given reasonable notice of its requirement to inspect.

9.2 The Funding shall be shown in the Organisation's accounts as a restricted fund and shall not be included under general funds.

9.3 The Organisation shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding.

10 Bar on Assignment

The Organisation shall not assign the benefit of this Funding Agreement in whole or in part.

11 Termination Arrangements/Withholding and Repayment of Funding

11.1 The Council shall be entitled to terminate the Funding Agreement immediately by giving written notice to the Organisation if:

11.1.1 in the proper opinion of the Council there has been a material or persistent breach of the Funding Agreement on the part of the Organisation;

11.1.2 the Organisation has failed or is failing to deliver the Project;

11.1.3 where it becomes apparent to the Council that the Organisation has made or is making use of the Funding or part thereof for a purpose unconnected with the delivery of the Project or is holding the Funding or part thereof outside of the Funding Period;

11.1.4 the Organisation obtains duplicate funding from a third party for the Project;

11.1.5 the Organisation obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;

11.1.6 the Organisation provides the Council with any materially misleading or inaccurate information;

11.1.7 the Organisation commits or committed a Prohibited Act;

11.1.8 any member of the governing body, employee or volunteer of the Organisation has
(a) acted dishonestly or negligently at any time and directly or indirectly to the

detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;

11.1.9 the Organisation ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

11.1.10 the Organisation becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

11.1.11 the Organisation fails to comply with any of the terms and conditions set out in this Funding Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;

and in such circumstances the Organisation shall promptly repay to the Council the amount of any Funding as set out in Schedule 2.

11.2 Wherever under the Funding Agreement any sum of money is recoverable from or payable by the Organisation (including any sum that the Organisation is liable to pay to the Council in respect of any breach of the Funding Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Organisation under the Funding Agreement or under any other agreement or contract with the Council.

11.3 The Council may vary or withhold any Funding and/or require repayment of any Funding already paid if:-

11.3.1 repayment or recovery is required under State Aid; and/or

11.3.2 the Council is otherwise required to repay or recover such Funding in whole or in part by the European Commission.

11.4 Any Funding required to be repaid in accordance with clause 11.3 shall bear interest as required under State Aid Law.

11.5 The Organisation shall repay the Funding or any part thereof to the Council (including any interest charged thereon by the Sponsor) where the Council is required to repay the same to the Sponsor under the Grant Offer Terms and Conditions, as a consequence of the Organisation's act or omission.

11.6 This Funding Agreement shall expire or terminate upon:

11.6.1 expiration or termination of the Pilot; or

11.6.2 the Council ceasing to be a collaborator or a grant recipient in relation to the Pilot;
or

11.6.3 both parties determining that the Organisation is no longer in a position to deliver the
Project,

and in such circumstances the Council shall have no liability to continue payment of the Funding save in respect of costs necessarily and properly incurred by the Organisation in connection with the Project before the date of termination or expiration.

12 Limitation of Liability

12.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation running the Project, the use of the Funding, or from withdrawal of the Funding. The Organisation shall indemnify and hold harmless the Council, 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 Organisation in relation to the Project, the non-fulfilment of obligations of the Organisation under this Funding Agreement or its obligations to third parties.

12.2 Subject to clause 12.1, the Council's liability under this Funding Agreement is limited to payment of the Funding in respect of the Organisation's eligible costs.

13 Service of Notices

13.1 Any demand, notice or other communication required to be given under the Contract shall be sufficiently served if served personally on the addressee, or if sent by pre-paid first class recorded delivery post or facsimile transmission to the registered office or last known address of the party to be served.

13.2 Any such communication shall be deemed to have been made 2 (two) working days from the date of posting (if by letter) and if by facsimile transmission on the date of such transmission except where transmission is made after 2pm when receipt shall be deemed to have occurred on the following working day.

14 Waiver

14.1 Failure by the Council at any time to enforce the provisions of the Contract shall not be construed as a waiver of the right of the Council to enforce any provision in accordance with its terms.

14.2 The Council may waive any right or remedy arising from a breach of the Contract provided that any such waiver is confirmed in writing and signed on behalf of the Council.

15 Dispute Resolution

15.1 Where the Organisation is a voluntary sector body subject to the Oxfordshire Compact, the following applies:

15.1.1 The delivery of the Project under the Funding Agreement shall not cease or be delayed by this dispute resolution procedure.

15.2.2 If any dispute between the parties cannot be resolved by the parties acting in good faith within a month of the nature of the dispute being communicated by one party to the other, then at the instance of the Organisation or the Council, it may be referred to mediation in accordance with the Oxfordshire Compact Mediation Process.

15.3.3 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

15.2 Where the Organisation is not a voluntary sector body subject to the Oxfordshire Compact, the following applies:

15.2.1 In the event of a dispute arising regarding the Funding Agreement, the Parties (acting by their nominated representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute.

15.2.2 Where the nominated representatives are not able to settle any such dispute within one month of the date of the dispute, then the Organisation or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.

15.2.3 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 15.2. The initiating party shall send a copy of such request to CEDR.

15.2.4 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.

15.2.5 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

15.2.6 For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures nor shall it cease or delay the delivery of the Project.

15.2.7 Nothing in this Condition 15.2 shall prejudice the right of either Party to apply to the court for interim relief to prevent the violation by the other Party of any proprietary interest or any breach of that Party's obligations.

16. No Partnership or Agency

This Funding Agreement shall not create any partnership or joint venture between the Council and the Organisation, 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.

17. Joint and Several Liability

Where the Organisation is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Funding Agreement on behalf of the Organisation shall be jointly and severally liable for the Organisation's obligations and liabilities arising under this Funding Agreement.

AS WITNESS the parties have signed this Funding Agreement the day and year first before written

For and on behalf of the Council:

For and on behalf of the Council:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

For and on behalf of the Organisation:

For and on behalf of the Organisation:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

(and duly authorised signatory)

(and duly authorised signatory)

Schedule 1

Project

Ways of working

The Park and Charge Pilot Project ('the Pilot Scheme') is an Innovate UK funded project which seeks to support EV drivers and potential EV drivers who must park their cars on the street. The Pilot Scheme will see fast chargers installed in local authority car parks to provide 'over-night charging hubs' to provide a value for money alternative to home charging, for those who cannot park and charge their car on a private driveway.

Due to Innovate UK requirements the Park and Charge Pilot Scheme must be delivered by 31st March and there is no possibility to extend the project beyond this date. All funding claims to Innovate UK must also be made by the Pilot Scheme end date with any invoices having been defrayed within the Pilot Scheme period. Delivery to time is therefore critically important in order to ensure that all costs can be claimed from the Sponsor.

Oxfordshire County Council is named as a Collaborating Partner, sitting on the Project Board of the Pilot Scheme to represent the interests of the local authorities within Oxfordshire. The County Council is keen to collaborate closely with colleagues in Oxfordshire's five District Councils to ensure interests are fairly represented and deliverables are managed to time in the most effective way.

As such the Councils agree the following ways of working:

- Each District Council will work collaboratively with Oxfordshire County Council and with the other District Councils to fulfil the project obligations under the terms of the grant.
- The District Councils and Oxfordshire County Council will form a 'Local Authorities Working Group' which will meet regularly to monitor Project progress against timescales, risks, issues and other items as required.
- Each District Council will use recognised project management tools to manage their areas of delivery. These tools will be in alignment with the Pilot Scheme's central project management system which is based on the Prince2 method of project management.
- Each District Council will share learning and information generated by the Project with Oxfordshire County Council and with the other District Councils in order to benefit the group.

Roles and responsibilities

The District Council will be responsible for:

- Management of internal District Council governance for the delivery of its part of the Pilot Scheme
- Project management of agreed deliverables assigned to the District Council
- Delivery of all agreed deliverables assigned to the District Council

- Attending and contributing to the project Local Authorities Working Group and the project Delivery Group (as required)
- Liaison with Oxfordshire County Council's Park and Charge Project Manager
- Liaison with and facilitation of commercial partners to deliver EV charging point installation and operation
- Timely submission of accurate and appropriate invoices to Oxfordshire County Council for works undertaken by the District Council or its appointed contractors in the delivery of the Project.
- Contributing to the delivery of the Education & Dissemination work package (e.g. approval of shared education and dissemination resources, promotion of project using shared resources via appropriate media under District Council control, supporting and hosting promotional events in the District Council area).
- Sharing learning with the project partners

Project Governance & Communications

The Pilot Scheme is complex with many stakeholders and project management and governance will be run on a 'by exception' basis in order to streamline communications.

The District Council should nominate a Project Lead Officer who will:

- Act as Project Manager for the District Council, responsible for the deliverables assigned to the District Council
- Act as Liaison between the Project governance structure, and the District Councils own internal governance structure.
- Act as Liaison between the project delivery group

The Project Steering Board

The overall strategic direction of the Pilot project will be governed by a Steering Board comprised of senior representatives from all Collaborating Partners, chaired by the lead partner Zeta Group.

Oxfordshire County Council is responsible for representing the interests of the District Councils on the Project Steering Group and will consult with the District Council Project Lead Officer regarding decisions. The lead officer from each district will be responsible for liaison with the District Council's Project Sponsor. In the case of an exception or an unresolved issue the Project Steering Board will take advice from the District Council's Project Lead Officer whether it is appropriate to engage directly with the Project Sponsor.

The Project Delivery Group

The day-to-day delivery of the Pilot project will be the responsibility of the Delivery Group chaired by the Zeta appointed Project Manager with the Steering Board acting as the escalation route for any unresolved delivery issues.

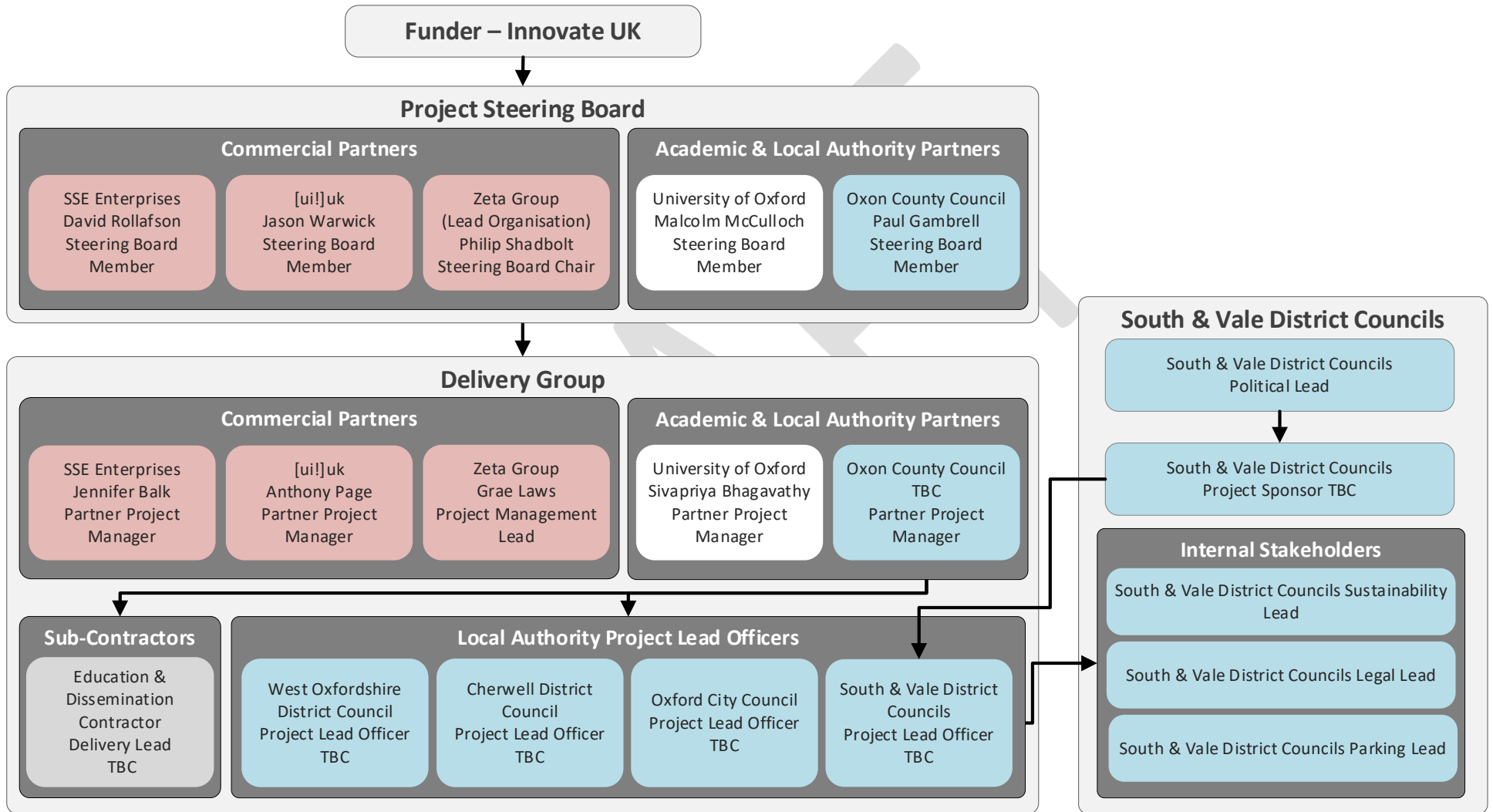
The District Council Project Lead Officer will be a part of the Delivery Group, and is welcome to attend meetings of interest, but will only be required to attend meetings relevant to activity in their district. The Oxfordshire County Council Project Manager will liaise with the Project Lead Officers from each district to ensure that Project Lead Officers can attend the relevant meetings.

The Local Authorities Working Group

The District Councils and Oxfordshire County Council will form a 'Local Authorities Working Group' which will be nominally chaired by Oxfordshire County Council. The group will meet regularly to monitor project progress against the project plan, risks, issues and other items as required. Oxfordshire County Council will be responsible for feeding back to the Delivery Group on progress against the District Council's deliverables and will liaise between the Working Group and the Project Delivery Group to ensure that Project Lead Officers can attend the relevant meetings.

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Pilot Project Governance Structure



District Council Deliverables

The District Council will be responsible for the deliverables listed in the table below. Please note that due dates may be updated as the project develops.

Deliverables	Work Package	Due date	Project Deliverable Number
Project Management			
Designated staff resource appropriate for the delivery of the project.	0	TBC	N/A
Site Selection			
Final agreed car park list for Phase 2	1.3	28/02/2020	D22
Review of shortlisted sites regarding operations, land ownership or other complexities	1.3	28/02/2020	D22.1
Agreed phase 1 pilot car park	1.3	29/02/2020	D23
Legal and Contracting			
Signed Phase 1 Energy Supply Land Use Contract	1.4	01/04/2020	D27
Signed Phase 1 CPO Concession Contract	1.4	01/04/2020	D27
Review and feedback on Phase 1 CPO Concession and Energy Supply Land Use Contracts	1.4	20/03/2020	D27.1
Finalised Phase 2 Generic HoT template; CPO Concession and Energy Supply Land Use Contracts	1.4	09/04/2020	D25
Review and feedback on Phase 2 Generic HoT template; CPO Concession and Energy Supply Land Use	1.4	12/03/2020	D25.1
Approval of CPO Concession contract SLAs	1.5	10/06/2020	D32
Signed Phase 2 CPO Concession Contract	1.4	22/07/2020	D26
Signed Phase 2 land use agreements with SSE Enterprises for housing of electrical supply infrastructure	1.4	22/07/2020	D26
Process Design			
Approved process for residents to apply for use of car park at night to access chargers	1.3	31/05/2020	D71
Phase 1 Implementation (Pilot Site)			
Phase 1 Sign-off site deployment (approval to commence installation)	3.4	TBC	D48
Phase 1 Updated enforcement agreement with enforcement operators	3.4	TBC	D48.1
Phase 1 Advertising of car park disruption and	3.4	31/05/2020	D48.2

change of layout to car park users			
Phase 1 Completed Technical Documentation	3.3	31/07/2020	D49
Phase 1 DC CDM client documents	3.3	30/06/2020	D49.1
Phase 1 DC approve detailed technical design for all car parks (inc.design of signage and lining)	3.3	30/06/2020	D49.2
Phase 1 DC sign-off of completed EVSE installation, signage and lining, safety certification and operational commissioning.	3.3	31/07/2020	D50
Updated car park terms and conditions of use	3.4	TBC	
Updated enforcement agreement with enforcement operators	3.4	TBC	
Phase 2 Implementation			
Phase 2 Advertising of car park disruption and change of layout to car park users	3.4	TBC (between 31/07/2020 – 31/01/21)	DXX.1
Phase 2 Updated car park terms and conditions of use	3.4	TBC	DXX.2
Phase 2 Updated enforcement agreement with enforcement operators	3.4	TBC	DXX.3
Phase 2 Sign-off site deployment (approval to commence installation)	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX.4
Phase 2 Civils, detailed design and costing for all car parks followed by review (DC to deliver CDM client documents and approve design of signage and lining)	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX.5
Phase 2 Completed Technical Documentation	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX.6
Phase 2 DC sign-off of EVSE installation, safety certification, operational commissioning, signage and lining	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX

Communications & Dissemination

Communications Plan – DCs to contribute to design of plan led by Comms and Dissemination contractor	5.2	30/04/2020	D68
First of series of events with stakeholders - DCs to contribute to delivery of events in their district which will be led by Comms and Dissemination contractor	5.2	TBC	D69
Dissemination Plan – DCs to contribute to design of plan led by Comms and Dissemination contractor	5.4	31/03/2021	D70

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Schedule 2

Funding

The Sponsor

The Park and Charge Project is grant funded by Innovate UK. As a Local Authority, Oxfordshire County Council is funded at 100% of costs.

Local Authorities Budget

Oxfordshire County Council has secured permission from the grant funder, Innovate UK, to sub-contract the 5 Oxfordshire District Councils to support delivery of the project in their areas with a total budget of £427,000 for this work. Cherwell District Council will have a resource for the project in place provided directly by Oxfordshire County Council. This will reduce the level of sub-contract funds available to them to spend independently on project support.

The total funding available to each District Council is dependent upon how many car parks are selected for EV charger installation and the staff resource allocated to complete the work required.

Oxfordshire County Council has developed a budget guide for how expenses may be split, working on the assumption of approximately £5000 legal fees for each car park included in the project.

Costs such as travel and subsistence, or materials will be covered if they are directly funding items used to support the project. This should be discussed in advance of the spend with the Oxfordshire County Council Park and Charge Manager.

Suggested Minimum Staff Resources Required

- Senior Responsible Officer: 3-5% over 12-14 months to 31st March 2021
- Parking Services Manager or similar: 3-5% over 12-14 months to 31st March 2021
- District Council Project Lead Officer: 100% for 12 months from 1st April 2020 to 31st March 2021. This post may be directly recruited or sub-contracted by District Councils or sub-contracted via Oxfordshire County Council dependent upon preference.
- Additional Sub-contracting funding of c.£11k
- Legal Support: Staff time up to the value of approx. £5000 per car park in which electric vehicle charging is installed.

These figures are as a guide only.

Claiming Funding from Oxfordshire County Council

Any work carried out by the District Council, or agreed expenses, in support of the project should be invoiced to Oxfordshire County Council on a monthly basis.

In the case that the District Council Project Lead Officer is sub-contracted by Oxfordshire County Council, the value of the sub-contract will be deducted from the total amount of funding available to the District Council.

Invoicing

The District Council should submit calendar monthly invoices by the 5th working day after the close of the previous calendar month.

Any invoices defrayed by Oxfordshire County Council after 31st March 2021 cannot be claimed against the project budget – therefore it is critical for invoicing to be timely.

All invoices must be submitted before 28th February 2021 in order for these to be defrayed prior to the close of the project. Any invoices submitted to Oxfordshire County Council after this date will not be paid.

Invoices should be itemised to include:

- Staff time per FTE - in hours worked on the delivery of the project during the (hourly rate must also be shown)
- Sub-contracting costs
- Any travel and subsistence
- Any other expenses (as approved by the Oxon CC Project Manager)

Where legal fees are internally recharged to the District Council budget holder, we will accept a lump sum legal fee as an invoice item.

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Schedule 3 Monitoring and Review

The Park and Charge Pilot Project is subject to Monitoring and Review Processes set out by the funder Innovate UK.

The Project Board submit a Quarterly Report to the Innovate UK Monitoring Officer which is reviewed at a Quarterly meeting.

Oxfordshire County Council must send its update to the Project Lead Organisation (Zeta Group) in advance of the Quarterly Report submission dates as set out in the table below:

Report	Date
Quarterly Meeting 1	31 Jan '20
Quarterly Meeting 2	27 Apr '20
Quarterly Meeting 3	24 Jul '20
Quarterly Meeting 4	23 Oct '20
Quarterly Meeting 5	29 Jan '21
Quarterly Meeting 6 - Closure	30 Apr '21

Oxfordshire County Council requires each District Council to support delivery of the update to Zeta Group for the relevant quarter. This will include (but is not limited to):

- A status update for each deliverable assigned to the District Council
- An update to any live risks and issues relevant to the District Council's deliverables
- An update on budget and expenditure

These to be delivered to Oxfordshire County Council a minimum of 10 working days before the meeting date for the relevant quarter.

The District Councils and Oxfordshire County Council will form a 'Local Authorities Working Group' which will be nominally chaired by Oxfordshire County Council.

The group will meet regularly to monitor project progress against the project plan, risks, issues and other items as required.

Oxfordshire County Council will be responsible for feeding back to the Delivery Group on progress against the District Council's deliverables and will liaise between the Working Group and the Project Delivery Group.