

DATED

GRANT AGREEMENT

between

WEST YORKSHIRE COMBINED AUTHORITY

and

THE BOROUGH COUNCIL OF CALDERDALE

for the delivery of
A629 Halifax to Huddersfield Improvements Phase 2: Halifax Town Centre

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THIS DEED is dated

PARTIES

- (1) **WEST YORKSHIRE COMBINED AUTHORITY** whose principal address is at Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE (**Funder**); and
- (2) **THE BOROUGH COUNCIL OF CALDERDALE** whose principal address is at The Town Hall, Crossley Street, Halifax, HX1 1UJ. (**Recipient**)

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

BACKGROUND

- (A) The Grant from West Yorkshire plus Transport Fund has been approved by the Funder through the Assurance Process to assist the Recipient in carrying out the Project.
- (B) The Funder and Recipient previously entered into a grant agreement dated 14th November 2016 in respect of the Project under which the Funder granted the sum of £2,615,000 (two million, six hundred and fifteen thousand) to the Recipient in respect of the Project. The Funder and Recipient enter into this Agreement in respect of an additional Grant for the same Project.
- (C) This Agreement sets out the terms and conditions on which the Grant is to be made by the Funder to the Recipient and is 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:

Applicable Laws: any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body, including State Aid law and the Data Protection Legislation.

Assurance Process: the process (based on the Assurance Framework: <https://westyorkshire.moderngov.co.uk/ecSDDisplayClassic.aspx?NAME=Assurance%20Framework>) for securing Funder approval at the various stages of the Project as set out in outline at Appendix 1, as may be varied by the Funder from time to time.

Assurance Process Decision Point: each Project decision point as set out within the Assurance Process.

Audit Declaration means a signed declaration by the Recipient verifying spend on the Project in the following terms:

- (a) for quarterly audit declarations in the following terms: *"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 the Combined Authority as at the date of this report was signed. I apply for payment toward the expenditure detailed above.” – signed by the Project Senior Responsible Officer; and

- (b) **for annual and final audit declarations** 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]”* – 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 Act.

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

Business Case: the Full Business Case A629 Halifax to Huddersfield Improvements Phase 2: Halifax Town Centre, approved on 3rd September 2019 by the Funder’s Investment Committee (including any subsequent changes to it which have been approved by the Funder).

Commencement Date: 23rd March 2020.

CDM Regulations: the Construction (Design and Management) Regulations 2015 S.I No. 2015/51 together with any guidance or codes of practice issued by the relevant government department concerning the Regulations.

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the General Data Protection Regulations ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and the privacy of electronic communications.

Eligible Expenditure: costs which the Funder is satisfied to have been reasonably and properly incurred and paid by the Recipient in completing the Project which fall under the heads of expenditure set out in the Budget and Funding Profile and satisfy the requirements set out in Part 1 of Schedule 2.

Governing Body: the governing body or executive board of the Recipient including any officer or member of the Recipient with delegated authority to bind the Recipient.

Grant: the grant of up to £632,000 (six hundred and thirty two thousand pounds) being the maximum amount of grant payable by the Funder to the Recipient in respect of the Project under this Agreement (“Full Funding Approval” in PIMS) and includes any part of such grant.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 30th September 2024, or such later date as shall be agreed by the Funder.

Ineligible Expenditure: money spent or costs or liabilities incurred in connection with:

- (a) payments to members of the Recipient's Governing Body;
- (b) commitments of the Recipient entered into before the Commencement Date;
- (c) project costs in excess of the agreed budget as set out in the Budget and Funding Profile;
- (d) any changes to the scope of the Project made without the consent of the Funder;
- (e) any maintenance liabilities, operating costs or other whole life costs of the Project whether incurred before or after the Grant Period;
- (f) costs associated with the preparation of the bid for the Grant;
- (g) legal and other advisor fees and expenses relating to the consideration, negotiation and completion of this Agreement;
- (h) matters reimbursed or to be reimbursed by other public or private sector grants;
- (i) contributions in kind;
- (j) contingent sums;
- (k) interest payments;
- (l) statutory fines, criminal fines or penalties;
- (m) valuation fees;
- (n) VAT (whether recoverable or not);
- (o) costs incurred in breach of this Agreement (whether or not the Funder has taken any action in relation to such breach).

Intellectual Property Rights: means any or all of the following: patents, trade marks, service marks, drawings, designs, registered designs, utility models, design right, copyright (including copyright in computer software), database right, inventions, trade secrets and other confidential information, technical information, Know-How, business or trade names, rights to prevent passing off, and all other intellectual property rights and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications, renewals and extensions and the right to apply for any of the foregoing rights;

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.

Milestone: each stage in the delivery of the Project agreed by the parties and set out in Schedule 1 (the Project)

Milestone Date: the date agreed by the Funder by which the relevant Milestone must have been achieved as set out in Schedule 1 (the Project).

PIMS: the Funder's Portfolio Information Management System, details of which shall be provided to the Recipient by the Funder.

PMA: the Funder's Portfolio Management and Appraisal Team which represents the Funder for the purposes of this Agreement.

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 and more fully described in the latest approved Business Case.

Project Outputs: the project outputs, project benefits, social value outputs, clean growth outputs and inclusive growth outputs set out in Schedule 1 (Project).

State Aid (as the case may be):

- (a) any aid granted by a Member State of the European Union or through the resources of such Member State in any form whatsoever which distorts or threatens to distort competition by favouring a particular undertaking or the production of certain goods, in so far as such aid affects trade between European Union Member States; or
- (b) any aid benefit or advantage (which includes but is not limited to assets, rates, funds and land) granted by or through a public sector body which is subject to any United Kingdom Competition Requirements.

TFEU: the Treaty on the Functioning of the European Union.

United Kingdom Competition Requirements: any Applicable Law that:

- (a) is in force and/or in effect and/or applies (in England) on or after the date the United Kingdom ceases to be a Member State of the European Union; and
- (b) regulates any aid funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries.

Unlawful State Aid (as the case may be):

- (a) State Aid which has been granted in contravention of Article 108(3) of the TFEU, does not benefit from an exemption from notification and has not been approved by a decision of the European Commission under Article 107(2) or (3) TFEU;
- (b) State Aid which has been granted after the United Kingdom ceases to be a Member State of the European Union to the extent that the same is granted contrary to or is an infringement of any United Kingdom Competition Requirement.

- 1.1 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.
- 2.3 The Recipient agrees and accepts that if it obtains 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 it shall not claim those funds from the Funder.

3 PAYMENT OF GRANT

- 3.1 The obligation on the Funder to pay the Grant or any part of the Grant to the Recipient shall be conditional (on each occasion) upon:
 - * compliance with the Assurance Process;
 - * defrayal of Eligible Expenditure as evidenced to the reasonable satisfaction of the Funder; and
 - * completion and submission of a grant claim in accordance with Part 2 of Schedule 2.
- 3.2 Subject to the terms of this Agreement, the Funder shall pay the Grant to the Recipient within 28 (twenty eight) days of receipt of valid claims from the Recipient in accordance with clause 4 (Grant Claims).

- 3.3 The Recipient shall within 14 (fourteen) days 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 and set out at clause 3.1 have been complied with by the Recipient.
- 3.4 The Funder shall be under no obligation to pay the Recipient for any claim to pay more than the maximum amount of the Grant in aggregate or the individual amounts for the corresponding head of expenditure set out in the Budget and Funding Profile.
- 3.5 The Recipient acknowledges and agrees that the Funder's obligation to provide the Grant is subject to the Funder receiving any approvals the Funder may require (whether internally or from central government) and on central government making funds available to the Funder for the Grant. The Funder will not be in breach of its obligations under this Agreement if it is unable to provide the Grant should any such approval and/or funding not be forthcoming.

4 GRANT CLAIMS

- 4.1 The Recipient must claim only Eligible Expenditure in relation to the Project, but subject (for the avoidance of doubt) to clause 4.4.
- 4.2 The Recipient shall submit Grant claims at quarterly intervals via PIMS (unless otherwise instructed by the Funder) in line with Instructions for Submitting Grant Claims at Part 2 of the Schedule 2.
- 4.3 For the avoidance of doubt, the aggregate amount claimed by the Recipient shall not exceed the amount of the Grant.
- 4.4 The Recipient is not entitled to and shall not claim the Grant to meet any Ineligible Expenditure.
- 4.5 The Recipient may not claim any part of the Grant for expenditure incurred on the Project after the Grant Period.

5 USE OF GRANT

- 5.1 If 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 and Funding Profile.
- 5.2 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 head 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.

6 WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 6.1 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

Assurance Process;

- (b) the Project costs are lower than the budget as set out within the Budget and Funding Profile resulting in a saving;
- (c) the Recipient has at any time 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 Milestones on or before the relevant Milestone Date and / or at any time the progression of the Project is significantly behind the Recipient's programme for the Project so as to cause the Funder (acting reasonably) to conclude that it is not reasonably practicable for the Recipient to achieve Project Completion within the Grant Period;
- (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 which, in the reasonable opinion of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute; and/or
- (j) any use by the Recipient of the Grant or part therefore is held to be a breach of any relevant Applicable Law.

6.2 The Funder may at any time require repayment of all or part of the Grant in the event that the Project does not deliver:

- (a) completion of the Project within the Grant Period;
- (b) any or all of the Milestones set out in Schedule 1 on or before the Milestone Dates set out therein;
- (c) completion of the Project Outputs set out in Schedule 1 on or before the dates set out therein; and/or
- (d) Project Completion on or before the Grant Period.

6.3 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 funding agreement or any agreement pursuant to which the Recipient provides goods or services to the Funder.

6.4 The Recipient shall make any payments due to the Funder without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

- 6.5 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.
- 6.6 Without prejudice to the generality of Clause 6.1(e) if at any time the Funder (acting reasonably) has reason to believe that the Recipient without reasonable cause has suspended progression of the Project or is devoting insufficient resource and/or attention to the progression of the Project as to be using reasonable endeavours to achieve completion of the Project, the Funder may serve notice in writing upon the Recipient to this effect. Upon receipt of such notice the Recipient shall provide such evidence as the Funder may reasonably request to demonstrate that there is a reasonable prospect that completion of the Project will be achieved.
- 6.7 The Funder shall act reasonably in considering representations made and evidence provided in accordance with Clause 6.6 and where it is satisfied or ought to be satisfied by the representations made shall by further notice in writing to the Recipient withdraw the notice delivered under Clause 6.6.
- 6.8 The Funder shall be entitled to exercise its rights under Clause 6.6 on more than one occasion and notwithstanding that on a previous occasion a notice delivered under Clause 6.6 has withdrawn. Any such subsequent application of Clause 6.6 shall also require the Funder to comply with the provisions of Clause 6.7.
- 6.9 Where the Recipient has failed to demonstrate the requirements made of it by the Funder under Clause 6.6 or for any other reasons powers to be exercised by the Recipient to enable Project Completion (or any of such powers) cease to be capable of valid exercise then in such circumstances the Funder (acting reasonably) may serve notice upon the Recipient requiring repayment by the Funder of all or part of the Grant.
- 6.10 Upon service of a notice pursuant to Clause 6.9 the Recipient shall thereupon become liable to make repayment of the Grant or part of the Grant within 90 calendar days of the date of service of the notice. Interest shall be payable upon any part of the Grant that is not repaid by the Recipient to the Funder by the due date at a rate of 4% above the base lending rate from time to time of Barclays Bank interest being compounded with quarterly rests the first period commencing on the date such amount fell overdue.

7 DEVELOPMENT, DELIVERY AND MAINTENANCE OF THE PROJECT

- 7.1 The Recipient shall deliver the Project in accordance with this Agreement and shall:
- (a) comply with the terms and conditions set out in this Agreement;
 - (b) comply with the responsibilities placed upon the Recipient under the Assurance Process;
 - (c) not make any significant change to the scope of the Project without the Funder's prior written approval;
 - (d) pay any costs of the Project which are not payable from the Grant;
 - (e) ensure that its obligations under this Agreement shall be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Funder to expect in all

circumstances;

- (f) ensure that any goods or works supplied or procured by the Recipient forming part of the Project will be of good and suitable quality and that all services will be provided with due skill and care;
- (g) acknowledge that the Funder will be relying upon the Recipient's skill, expertise and experience in the performance of the Project and also upon the accuracy of all representations or statements made and the advice given by the Recipient in connection with the performance of the Project and the accuracy of any documents conceived, originated, made or developed by the Recipient as part of this Agreement; and
- (h) 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.

7.2 Following completion of the Project, and for a period of 10 years thereafter, the Recipient shall not modify the completed Project or take any part of it out of public use (other than for temporary interruptions and where the modification or taking out of use is required by a change in law) where such actions would have a material impact upon the benefits of the Project, without the prior written consent of the Funder but the Funder acknowledges that it cannot fetter the statutory duties of the Recipient as Highway Authority or Planning Authority.

7.3 The Funder agrees, and the Recipient accepts, that the Recipient:

- (a) is a "client" as defined by the CDM Regulations, and the Recipient warrants that it will make suitable arrangements for managing the Project and maintaining and reviewing these arrangements throughout, so the Project is carried out in a way that manages health and safety risks in accordance with Applicable Law relating to health and safety;
- (b) will act as the only client under the CDM Regulations in respect of the Project; and
- (c) shall comply fully with all the duties of the client under the CDM Regulations.

8 ACCOUNTS AND RECORDS

8.1 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.

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. The Grant shall be shown in the Recipient's accounts as capital grant spent or capital grant allocated.

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 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.

- 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 progress of the Project is in accordance with this Agreement and the Milestones; the Project Outputs are being achieved and that this Agreement is being adhered to.
- 9.2 The Recipient shall implement appropriate monitoring and evaluation arrangements as set out in the most recent Business Case approved under the Assurance Process and provide the Funder with such monitoring data to sufficiently evaluate progress against the Project Outputs set out at Schedule 1 (the Project).
- 9.3 The Recipient shall allow the Funder when requested to inspect, audit and take copies of all reports, books, accounting records and vouchers relating to the Project which the Funder considers relevant and at any date up to and until Project Completion allow the Funder and to inspect the Project site.
- 9.4 In carrying out monitoring and reporting of the Project the Recipient shall follow the Assurance Process and the requirements of PIMS.
- 9.5 The Recipient shall provide the Funder with a monitoring report on the development and delivery of the Project every quarter until the end of the Grant Period (even when not making a Grant claim) in accordance with Part 2 of Schedule 2. The Recipient shall provide the Funder with each report via PIMS (or such other method required by the Funder) on the second working Friday after the end of the quarter to which it relates.
- 9.6 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 **P**ROJECTS IN CONTROLLED ENVIRONMENTS ("**PRINCE**") methodology. The Funder shall be entitled to attend the Project Board.
- 9.7 The Recipient shall on request attend meetings with the Funder (at such time and location as is agreed between the parties) and shall 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.
- 9.8 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.
- 9.9 Following Project Completion and Assurance Process Decision Point 6 the Recipient shall provide the Funder with a Draft Project Closure Report (as set out on PIMS) via PIMS.
- 9.10 When making its final Grant claim at Assurance Process Decision Point 7 the Recipient shall provide the Funder with a Final Project Closure Report (as set out on PIMS) via PIMS.
- 9.11 The Recipient shall provide the Funder through the PMA with a Monitoring and Evaluation Report with regards the Project Outputs as set out in Schedule 1 (the Project) (which for the avoidance of doubt shall include the Project Benefits and Social Value Outputs listed therein)

on an annual basis after Assurance Process Decision Point 7 (prior to financial year end) and on or before the dates for each of the Project Outputs set out therein.

10 PUBLICITY

- 10.1 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 or delayed). 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.
- 10.2 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.
- 10.3 The Recipient agrees to participate in and co-operate with reasonable promotional activities relating to the Project that may be instigated and/or organised by the Funder.
- 10.4 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 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) is required to be disclosed by Applicable Law (including, subject to clause 13, where disclosure is required in accordance with the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs);
 - (b) 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;

- (c) it is reasonably necessary for either party to disclose to those of its employees, representatives, advisers, agents, consultants and sub-contractors as may be reasonably necessary or desirable in order to implement the provisions of this Agreement, provided that before any such disclosure the receiving party shall make those employees, representatives, advisers, agents, consultants and sub-contractors aware of its obligations of confidentiality under this Agreement and shall at all times procure compliance by those employees, representatives, advisers, agents, consultants and sub-contractors with them;
- (d) 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;
- (e) 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; or
- (f) is disclosable in the course of any court proceedings.

13 FREEDOM OF INFORMATION

13.1 It is acknowledged that both the Funder and Recipient are subject to the requirements of the FOIA and the EIRs.

13.2 Both the Recipient and 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) transfer to the other all requests for information relating to this agreement that it receives as soon as practicable and in any event within two (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 five (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

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

15 LIMITATION OF LIABILITY

- 15.1 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. 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.
- 15.2 Subject to clause 15.1, 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.

16 WARRANTIES

- 16.1 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 and any third party funding which is required to develop and deliver the Project);
 - (b) it has not committed, nor shall it commit, any Prohibited Act;
 - (c) it shall at all times comply with all Applicable Law and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such Applicable Law, codes or recommendations;
 - (d) it shall comply with State Aid legislation and the Contract Procedure Rules (as defined in clause 17.1 below);
 - (e) it shall ensure that all design, construction and safety standards are adhered to;
 - (f) for the purposes of the CDM Regulations, 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 and planning permissions and 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; and
- (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.

16.2 Where any of the warranties, undertakings and representations in this clause 16 or otherwise in this Agreement are given in respect of a state of affairs they shall be deemed given at the date of this Agreement and will be deemed to be repeated by the Recipient when each claim for an instalment of funding is submitted pursuant to Clause 4 (Grant Claims) as if made with reference to the facts and circumstances existing at such date.

17 PROCUREMENT AND STATE AID

17.1 The Recipient agrees that any services, supplies or works required in connection with the delivery of the Project shall be procured in compliance with the Public Contracts Regulations 2015 and the Recipient's own internal contract procedure rules and standing orders (together known as the "Contract Procedure Rules"). The procurement of services, supplies or works shall be based on value for money and the Recipient shall:

- (a) where the Contract Procedure Rules require, use all reasonable endeavours to obtain not less than three tenders from potential suppliers or contractors;
- (b) where the Contract Procedure Rules require, select a supplier or contractor on the basis of overall value for money and suitable skill and experience;
- (c) use a fair and documented decision-making process in selecting suppliers or contractors and taking into account of the need for public sector accountability and probity.

17.2 The Recipient agrees to ensure that the use of the Grant complies with the rules governing State Aid and at the request of the Funder shall provide written evidence that no Unlawful State Aid arises.

17.3 If the provision of Grant or any other relevant public sector subsidy constitutes Unlawful State Aid then the Funder shall be entitled to recover from the Recipient the amount of such Unlawful State Aid together with such interest as it is required by any Applicable Law to recover and the Recipient must pay such amount(s) within ten (10) Working Days of the Funder requesting repayment.

18 INSURANCE

18.1 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.

- 18.2 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 AND TERMINATION

- 19.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the first anniversary of Project Completion, or where agreed by the Funder (at its discretion), for so long as any Grant monies remain unspent by the Recipient.
- 19.2 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

- 20.1 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

- 21.1 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

- 22.1 All notices in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed 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 or emailed 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 arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the PMA 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 PMA, either party may refer the matter to the Funder's Managing Director and the Chief Executive of the Recipient, or an officer with delegated authority from the Chief Executive as notified to the Funder by 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

- 24.1 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 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 25.1 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.

26 GOVERNING LAW

- 26.1 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.

27 SEVERABILITY

- 27.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 27 shall not affect the validity and enforceability of the rest of this Agreement.
- 27.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall in such an event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of this Agreement shall be suspended during such a negotiation.

28 COUNTERPARTS

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

29 ENTIRE AGREEMENT

- 29.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations and discussions between the parties relating to it.

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

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

Authorised Signatory

The CORPROATE COMMON SEAL of)
THE BOROUGH COUNCIL OF)
CALDERDALE was affixed in the presence of:)

:

I.R. Whelan
HEAD OF LEGAL &
DEMOCRATIC SERVICES



Authorised Signatory

Schedule 1

Part 1 - the Project

Project Scope:

Halifax Town Centre scheme is the second phase of the A629 corridor programme, linking Halifax and Huddersfield. The A629 corridor programme has been jointly developed in partnership between the Borough Council of Calderdale and the Council of the Borough of Kirklees and will include highway capacity and operational improvements, investment in public transport, improvements to strategic accessibility and public realm within Halifax Town Centre to deliver regeneration and growth aspirations. It is the latter aspects that Phase 2 interventions focus upon and address.

Phase 2 will improve pedestrian and cycle penetration into and links within the Town Centre area by addressing severance, re-routing of traffic (on the eastern side of the central area) and capitalising on placemaking opportunities through pedestrianisation, and creation of public spaces. In addition to active mode enhancements, a revised bus network around the Town Centre will be implemented to compliment a new bus station built (on site of the existing bus station) providing greater coverage around the Town Centre and significantly providing more buses connecting the railway and bus stations.

Project Outputs:

Key features of the proposals include:

- ✱ Gateway entry points to promote the sense of arrival into Halifax Town Centre from the North, (South) East and (South) West for pedestrians and cyclists, also visible to vehicle arrival, imparting the towns grandeur;
- ✱ Urban realm improvements including:
 - Pedestrianisation of Market Street and part of Northgate;
 - ✱ Creation of a public realm space (Eastern Gateway) outside the Central Library/Piece Hall;
 - ✱ Creation of a public realm area within Bull Green car park;
 - ✱ Creation of an anti-clockwise 'bus loop', maximising bus penetration to the Town Centre core and enhanced bus-rail interchange opportunities at the Eastern Gateway ;
 - ✱ Connectivity to new built bus station with improved passenger waiting environs, the primary access is relocated to Winding Road;
 - ✱ Re-designation of the eastern corridor (via Church Street, Lower Kirkgate, Bank Bottom and Charlestown Road) to improve the efficiency and attractiveness of the route, thereby reducing through traffic in Halifax Town Centre. Achieved through changes to junctions and the realignment of Church Street, Lower Kirkgate and Bank Bottom;
 - ✱ Modified A629 western corridor to improve the efficiency and attractiveness of the route, reducing through traffic in Halifax Town Centre.

Project Benefits

Once completed the scheme will:

- ✱ Encourage development within the town;
- ✱ Provide enhanced pedestrian crossing facilities (better aligned with desire lines) and reduce through traffic levels on Square Road/Winding Road and provide better connections between the Town Centre core, the wider Town Centre and adjacent communities;
- ✱ Deliver enhanced cycling facilities in central Halifax, with designated cycle crossings, cycle paths and cycle parking;
- Deliver a step change in the quality of arrival within Halifax, through the creation of gateways into the town;
- ✱ Create a better pedestrian environment within the Town Centre;
- ✱ Provide the opportunity for bus-rail interchange;
- ✱ Improve non-motorised access to the railway station, key employment and leisure sites;

- Provide greater bus coverage around the Town Centre;
- ;
- Facilitate easier wayfinding around the key Town Centre;
- Be compatible with, complement and be a catalyst for the railway station and Eureka!'s aspirations.

The scheme minimises third party land take, with the most substantial land requirement being the Hughes Corporation building on Church Street. Acquiring this land allows the scheme to dovetail with the Piece Hall, Square Chapel, new Central Library and Halifax Station Gateway aspirations. All of these elements have been considered during the detailed design process in terms of materials and access requirements (including disabled parking, Access Bus and servicing access) to provide an enhanced overall improvement, which facilitates a new public square with significantly improved opportunities for interchange between bus and rail.

Western Corridor

The western corridor component will:

- Address the severance created by the western corridor for pedestrians and cyclists;
- Provide key gateways into Halifax Town Centre from the west and north;
- Maximise operational efficiency of the western corridor.

A new Northern Gateway is aimed at addressing connectivity issues between the Town Centre core, Dean Clough and North Bridge Leisure Centre. Whilst the Western Gateway seeks to improve connectivity between employment and key development sites along and west of the A629. These two gateways will encourage the employees of Dean Clough, Lloyds Banking Group and other companies to utilise and visit (and thus economically support) the wider Town Centre offer.

Eastern Corridor

The eastern corridor component will:

- Maximise operational efficiency of the eastern corridor through realignment and junction priority changes (detailed earlier) and to improve the attractiveness of the route, reducing through traffic in Halifax Town Centre core and improving access to key development sites;
- Provide a key gateway to Halifax Town Centre with:
- Public realm enhancements through the creation of the Eastern Gateway;
- Installation of new bus stops at the newly created Eastern Gateway to allowing rail-bus Interchange
- Complementing the Halifax Station Gateway, Nestle and Eureka! masterplans.

Central Area

The central area component, which builds on and utilises aspects of the eastern and western corridors, will:

- Pedestrianise Market Street (between Old Market and Albion Street) and Northgate (between Broad Street and Crossley Street) as a key placemaking objective of the scheme;
- Relocate the bus station access/egress to Winding Road (opposite Lister Street), with the current access retained for emergencies.
- Create an anti-clockwise 'bus loop' (utilising sections of the eastern and western corridors), *maximising bus circulation of the Town Centre core in context with the above pedestrianisation objective;*
- Maintain vehicular access to the Town Centre core with northern and southern Town Centre access points.
- The central area involves major changes to the Town Centre bus network, allowing the creation of shared space treatment along Market Street, significantly enhancing pedestrian amenities. Changes to bus routing and the pedestrianisation of Market Street are designed in such a way that they can be phased in line with the delivery/realisation of the wider Halifax Town Centre Delivery Plan (and Local Plan), to ensure the proposals are commercially viable *in the widest sense*

A summary of the proposed changes in the central area is provided below, grouped by mode/user group.

Pedestrians

- Market Street – pedestrianisation or widening of footways (where vehicular access is maintained) footways on Market Street
- Improved pedestrian route of Western Gateway consisting of widened footways and enhanced public realm outside the Theatre on Commercial Street and on Trinity Road to provide an improved environment to/from Lloyds Banking Group;
- Creation of public space/realm at Bull Green;
- Streetscape improvements including green infrastructure such as planting and trees along with additional seating.

Cyclists

- Creation of high quality cycle parking hubs at key locations in the Town Centre;
- Cycle lanes in both directions on key links including the A629 radial from the south, Winding Road and Northgate from the north;
- Segregated contra-flow cycle lanes on Commercial Street (northbound outside the Theatre), on Market Street/Union Street (southbound connecting to Horton Street) and Northgate (two-way, connecting Market Street to Broad Street);
- Two 'quiet street' (routes with less traffic) routes connecting to the Town Centre via the south east (from South Parade) and south west (from Bull Green)

Buses

- Bus station access/egress relocated to Winding Road, with the current access point onto Northgate retained for emergency access to the bus station;
- Creation of an anticlockwise 'bus loop' around the Town Centre core, maximising circulation of the Town Centre core and increasing bus connectivity between the bus and railway stations, with more services serving one or both locations;
- Removal of bus stops on Market Street, Albion Street and Wards End (eastbound). New stops to be provided on, Southgate (southbound), Ward's End (southbound), Union Street (northbound), Horton Street (eastbound) and Winding Road (northbound).
- Creation of a new bus-rail interchange at the Eastern Gateway public realm space;
- Bus Stop Infrastructure (mainly displacement of shelters from Market Street, with bespoke design shelters at the Eastern Gateway);
- Priority for buses on Charles Street through the inclusion of a bus link on a localised section between the junctions with King Street and Causeway.

The Halifax Bus Station project is entirely compatible and complementary to the proposed implementation of a bus loop and public realm treatments in Halifax, which is part of the proposed A629 Phase 2 scheme. The re-development of Halifax bus station is a scheme in its own right, with project management lead being undertaken by WYCA directly; its implementation is not dependent upon the delivery of the A629 Phase 2 scheme, although dependencies are to the fore re bus routing and access / egress arrangements. However construction phasing is a key consideration of the two projects as there are practical and operational benefits to delivering a new bus station in Halifax at the same time as the A629 Phase 2 delivery, or in advance of the latter. The Borough Council of Calderdale acknowledges that certain elements of the A629 Phase 2, in particular the pedestrianisation of Market Street, should be delivered after the Halifax bus station works are complete to allow for greater flexibility in matters such as buses accessing the bus station from the new Winding Road access (and existing via Broad Street / Northgate, as shown in the latest bus station design), temporary bus stop arrangements, and stakeholder communications & management.

Disabled (Blue Badge) Parking

- Relocation of some disabled parking bays across the Town Centre, with a net change of 5 additional bays (raising to 39) in the provision of blue badge parking bays across the Town Centre;
- Five additional blue badge parking bays in the south providing good access to the Town Centre core and the Piece Hall.

On-street Pay & Display Parking

- Net loss of 20 of pay & display (P&D) parking bays along Horton Street and Ward's End – to create free-flowing conditions for buses. Many of these spaces are less accessible, being located on a gradient; · Net increase of 4 P&D parking bays in the northwest quadrant of the Town Centre core;
- Net loss of 10 P&D parking bays in the southwest quadrant of the Town Centre core (consequence of re-designating the of spaces to other uses (e.g.to bus stops, disabled and loading bays);
- Overall there is a total net loss of 30 P&D parking spaces.
- In addition there is a net loss of 12 off street parking spaces at Bull Close in lieu of space being re-allocated to public realm.

Taxi Bays

- Northern and southern access points provided to facilitate taxi pick-up and drop-off at either end of the Town Centre, including two new taxi bays on Market Street (north);
- New taxi bays on Market Street (south) and Albion Street to replace the existing provision on Market Street and Southgate;
- Overall there is a net increase of 1 taxi bay.

Loading Bays

- Loading will be permitted on Market Street during out-of-hours (16:00 to 09:30 the following day), the same as restrictions in place on existing

Social Value/ Clean Growth/ Inclusive Growth Outputs:

Commitment	Achievement Date
The Recipient will work with the appointed consultant to ensure we offer the appropriate jobs and training to people within the A629 corridor. In addition, the Recipient will look to work with schools along the network and local cycle groups to offer young people the opportunity to become confident cyclists. Major Projects is also committed to a 'Grow Your Scheme' this scheme gives Calderdale employees access to an apprenticeship scheme which is work based aligned and trains staff to become Project Managers, which was an identified skills gap.	Autumn 2024
Given that the scheme is being procured through the YORcivils framework, local employment and apprenticeship opportunities are being provided in accordance with the well-established Employment & Skills Plan. This identifies the expectations of the Contractor with respect to Employment skills and Apprenticeships and incorporates a monthly monitoring process to ensure the target are being achieved.	Autumn 2024

Commitment	Achievement Date
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Phase 2 seeks to support active modes as set out in the Project Benefits above, with a specific emphasis on the respective sections for Pedestrians, Cyclists and Buses. The combination of all of which will result in reduced carbon emissions and vehicular air pollution offering improved environmental quality.	Autumn 2024

Milestones:

Activity	Milestone – Western Programme	Completion Date
4	Planning Application Submitted	31st August 2018
4	Planning Application Resubmitted	17 th February 2020
4	Planning Application Approved	17 th June 2020
4	FBC (DP4) submitted	1 st July 2020
4	PAT Review	26 th July 2020
4	IC Approval	1 st October 2020
4	CA Approval	8 th October 2020
5	FBC+ (DP5) approved	4 th February 2021
6	Construction Start (DP6)	Spring 2021
7	Construction Complete	Autumn 2024
7	Evaluation (PMO activity 7)	2026 and 2031

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 aggregate amount claimed by the Recipient shall not exceed the Grant.
3. Exceptionally, where agreed in advance by the Funder and the Recipient the Funder may also make payments in advance of work being done where that is justified commercially and subject to the sole discretion of the Funder.
4. 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.
5. 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.
6. Individual amounts claimed by the Recipient each quarter shall not exceed the amounts set out in the Budget and Funding Profile under the relevant heads of expenditure.
7. For expenditure to be Eligible Expenditure it must:
 - (a) be actually incurred and paid by the Recipient
 - (b) be incurred and paid within the period set out
 - (c) be indicated within the Budget and Funding Profile
 - (d) be incurred and paid in connection with and necessary for implementation of the Project
 - (e) be identifiable, verifiable and recorded in the Recipient's accounts in accordance with applicable accounting standards
 - (f) be compliant with applicable national law on taxes, labour and all other relevant national law
 - (g) be reasonable, justifiable and compliant with the principles of sound financial management.

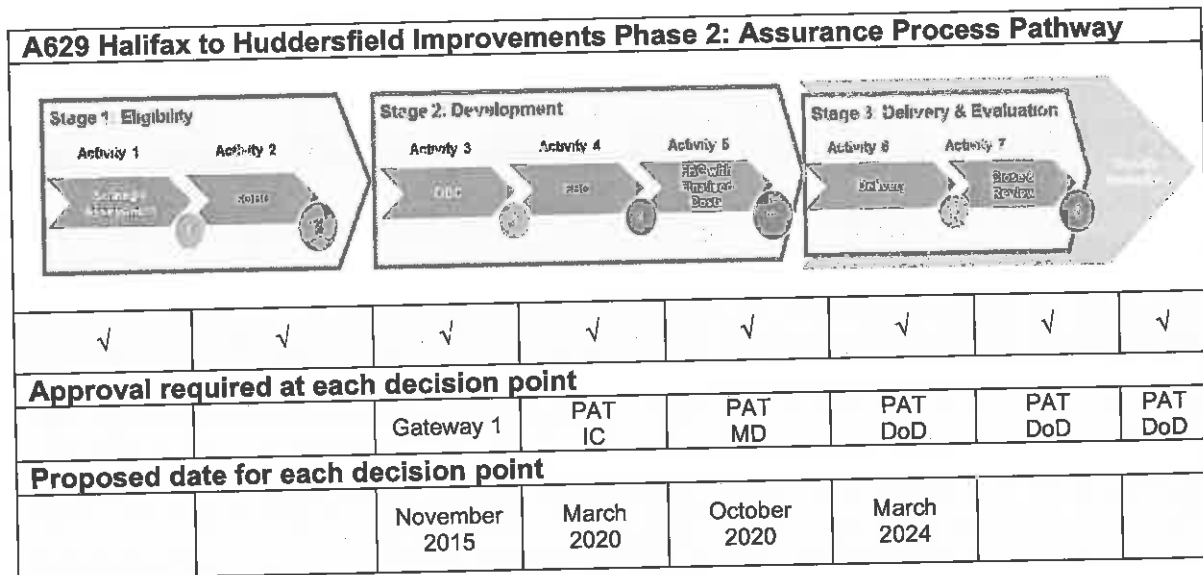
Part 2 Instructions for Claiming Grant

1. Unless otherwise agreed by the Funder, Claims should be made on a quarterly monitoring report and “Claim and Forecasting Form” via PIMS (or such other method required by the Funder) on the second working Friday after the end of the quarter to which it relates.
2. All claims must include an Audit Declaration.
3. For the final claim for Grant for the Project the Recipient shall submit an Audit Declaration within six months of completion of the Project. The final payment of Grant shall only be payable on receipt by the Funder of the Recipient’s final 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

Approved Grant								
	Previous Years Actual	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	Total
Combined Authority Funding								
Project Development								
Project Development	1.976	0.365	0.365	0.953	0.953	0.953	0.953	
Land Assembly		0.242		1.558				1.80
Enabling Works				3.20				3.20
Sub Total								
Delivery								
Delivery					9.60	9.60	9.60	28.80
Benefit Realisation							0.60	0.60
Other								
Risk					2.567	2.567	2.567	7.70
Contingency								
Inflation					0.847	0.847	0.847	2.540
Sub Total				5.71	13.97	13.97	14.57	51.15
Combined Authority Funding Total								
Applicants' funds	na							na
Other public sector								na
Private sector								na
Third Sector								na
Grand Total								51.15

APPENDIX 1 - Assurance Process



Key



Assurance Process Activity



Assurance Process Decision Points

- CA West Yorkshire Combined Authority
- IC West Yorkshire and York Investment Committee
- PAT Programme Appraisal Team
- MD Managing Director (WYCA)
- DoD Director of Delivery (DoD)

In order for the scheme to follow the Assurance Process and Approval Route above it should remain within the following tolerances. If these tolerances are exceeded the scheme needs to return to Investment Committee and/or the Combined Authority for further consideration:

Cost	That increase to scheme costs remain within 10% of costs set out in this report.
Programme	That programme timescales remain within 3 months to that set out in this report.
Risk	
Outcomes / Benefits	