

Rapid Electric Vehicle Charge Points

Partnership Agreement

1. Introduction

- 1.1 This partnership agreement sets out how *The Rapid Electric Vehicle Charge Points* project will be managed during its development and installation phase. Post installation the operation phase will be the sole responsibility of each participant. The agreement will come into force if and only if the partnership's grant application to Highways England (HE) for the provision of Rapid Electric Vehicle Charge Point programme is successful and the partnership accepts an offer of a development grant from HE.
- 1.2 The parties are entering into this relationship solely for the purpose of the project. The parties are not a partnership for the purpose of the Partnership Act 1890 and accordingly do not have any authority either express or implied to bind the other parties.
- 1.3 The project will be conducted as per the HE grant documentation. The purpose of this agreement is to streamline the process, install charge points as soon as possible and where possible achieve reduced costs.

2. Lead Organisation

- 2.1 Babergh Mid Suffolk Council hereinafter referred to as (BMSC) will be the lead organisation for the project during its development and installation phase.
 - 2.1.1 All grant aid will be reclaimed by BMSC for expenditure on the project. BMSC will ensure that any monies are held and accounted for correctly and in accordance with any conditions set by the provider of the grant money.
 - 2.1.2 All expenditure on the projects will be made by BMSC in accordance with its usual standing orders and Financial Regulations.
 - 2.1.3 All work undertaken under this project will be subject to BMSC's standing orders and procedures relating to contracts and will comply with the requirements of funders.
- 2.2 The parties acknowledge that the lead organisation agrees to be responsible for the delivery of the project in accordance with the terms and conditions. Each party agrees;
 - 2.2.1 to abide by the terms of this partnership agreement and the terms and conditions in relations to the project and the use of the grant;
 - 2.2.2 to comply with any and all reasonable requirements of BMSC relating to the project, the use of the grant, monitoring and reporting requirements, record keeping and access to information;
 - 2.2.3 to only use the monies received from BMSC for the purpose of the project and not to use the monies for any spending commitments made before the date of the grant agreement;
 - 2.2.4 that the parties who receive monies through the grant shall be jointly and severally liable for the repayment of the grant in the event that the HE seeks to recover part or all of the grant; and
 - 2.2.5 to comply with any and all additional requirements which the HE may impose upon BMSC.

3. Project Management

3.1 The project will be managed by BMSC and supported by the members outlined below. The initial members of the group will be

- St Edmundsbury Borough Council/Forest Heath District Council
- Great Yarmouth Borough Council
- Norwich City Council
- Breckland District Council
- Suffolk Coastal District Council
- Ipswich Borough Council
- Tendring District Council

3.2 The Group can appoint additional members where it considers that such additions would add value to the development of the project. Additional members will be admitted to the group on the voting basis as established in section 3.3. of this agreement.

3.3 The Group will be chaired by BMSC. Where possible, decision making will be undertaken on a consensual basis. Where this isn't possible, members will vote (one vote per partner organisation) and decisions will be taken on a simple majority basis. Where there is no simple majority, BMSC will cast a deciding vote.

BMSC will undertake to

1. Provide project lead and administrative support to the project on behalf of the undersigned group of authorities.
2. Draft the grant application to Highways England for the appropriate number of charge points on behalf of the authorities in this agreement
3. Be the single point of contact for Highways England with respect to the project.
4. Liaise with each authority to find suitable locations for charge points
5. Undertake investigations with UK Power Networks as to the suitability of the charge point locations
6. Project manage the procurement, installation of the charging units and associated infrastructure with support from each authority member.
7. Recover monies from Highways England for the equipment and officer time as appropriate as set down in the Terms and Conditions of the grant application.
8. Transfer ownership of the installed charge point(s) to the host authority free of charge at the end of the programme.

Members of the agreement will be required to

1. Be proactively involved in the whole process engaging in teleconferences, provision of information in a timely manner and enabling the smooth delivery of the project.
2. Provide multiple location options for potential charge point sites (if required)

3. Ensure that all planning permissions and authorisations (if required) are obtained.
4. Provide two points of contact within their organisation who can arrange any and all necessary works and permissions to aid this process
5. Respond with priority and urgency to requests from BMSC or connected partners in order to achieve the timescales required by funders (the anticipation is that responses will be required within days rather than weeks due to the tight timescales of the grant conditions).
6. Attend site to supervise and survey as required to the standard required of the project
7. Once ownership of the charge point has transferred to the host authority they will then assume responsibility for all aspects of the charge point once in place.

BMSC do not intend to attend sites outside of its area. It has been determined that partners are best placed to visit site due to closer proximity and local knowledge.

Should participants not provide support and information in a timely manner BMSCDC reserve the right to withdraw support, the participant will no longer be part of this agreement and grant funds received to date may be liable to recovery.

4. Declaration

I confirm, on behalf of my organisation, that:

- We agree to the general terms and conditions of the HE Grant for the provision of Rapid Electric Vehicle Charge Points programme
- We agree to the terms of this partnership as set out above
- We support the grant application submitted by BMSC on behalf of the partnership
- We understand that a proportion of the grant figures in the Highways England documentation will be allocated to BMSC for their role as project managers.
- We understand we will receive a fixed sum grant for our officer time. (Amount to be confirmed once the number of participants is known)

Name	Position	Organisation	Signature	Date
Iain Farquharson	Senior Environmental Management Officer	Babergh Mid Suffolk Council		
Matthew Axton		West Suffolk Council		

Stephen Cornell		Great Yarmouth Borough Council		
Richard Wilson		Norwich City Council		
Zandra Waterford		Breckland District Council		
Deborah Wargate		Suffolk Coastal District Council		
Gary Rutter		Ipswich Borough Council		
Andy Rutson- Edwards		Tendring District Council		