

DATED

Collaboration Memorandum of Understanding (MOU) for the Local Electric Infrastructure Fund (LEVI) Programme

BETWEEN

- (1) TRANSPORT FOR GREATER MANCHESTER OF 2 PICCADILLY PLACE, M1 3BG (TFGM);
AND
(2) THE AUTHORITIES LISTED IN APPENDIX 3, (together GM LOCAL AUTHORITIES)

1. Introduction

This is a Collaboration Memorandum of Understanding (MoU) between Transport for Greater Manchester (TfGM) and the GM Local Authorities (the Parties) for the implementation of the Local Electric Infrastructure Fund (LEVI) programme in Greater Manchester.

The LEVI programme is a funding scheme administered by the Office for Zero Emission Vehicles (OZEV) to support the deployment of local, primarily low power, on-street charging infrastructure across England. The programme aims to deliver a step-change in the availability and accessibility of electric vehicle (EV) charging points, and to accelerate the commercialisation and investment in the local charging infrastructure sector.

The GM Local Authorities' proposal to OZEV outlined a plan to install between 3,300 and 4,500 charging points across Greater Manchester, across a programme of work running to 2027. The programme will be delivered by TfGM in partnership with the ten local authorities in Greater Manchester, who will be responsible for managing the operations and maintenance of the charging points, in collaboration with the selected Charge Point Operator (CPO). TfGM is the lead authority for the LEVI programme in Greater Manchester, and the GMCA on behalf of the Greater Manchester local authorities has been allocated a total of £17,598,000 LEVI funding by OZEV, comprising of £16,158,000 for capital costs and £1,440,000 for capability costs. The capital funding from LEVI covers the purchase, installation, electrical connections and parking/traffic regulation orders of the charging points and the capability funding from LEVI covers TfGM's costs plan.

To support the capability requirements of the ten local authorities, £1,085,800 of City Region Sustainable Transport Settlement (CRSTS) funding has been allocated to the Greater Manchester local authorities as set out in the table below:

| Local Authority | Allocation of CRSTS funds |
|-----------------|---------------------------|
| Bolton | £110,000 |
| Bury | £166,000 |
| Manchester | £220,000 |

| | |
|--------------|-------------------|
| Oldham | £110,000 |
| Rochdale | £104,800 |
| Salford | £115,400 |
| Stockport | £65,600 |
| Tameside | £134,400 |
| Trafford | £95,000 |
| Wigan | £130,000 |
| Total | £1,085,800 |

A copy of the CRSTS Funding Letter is attached as Appendix 1.

This Collaboration MOU is designed to ensure that each of the GM Local Authorities utilises their share of the capability funding supplied through the CRSTS to fund officers to deliver the LEVI programme in their area, and ensure that the capital funding awarded is spent in accordance with the CRST Funding Letter and the OZEV guidance stated in the Memorandum of Understanding between Department for Transport (DfT) and Greater Manchester Combined Authority (GMCA), point 5.3, shown in Appendix 2.

This Collaboration MOU also defines the roles and responsibilities of TfGM and the GM Local Authorities in relation to the LEVI programme, and outlines the key deliverables, milestones, risks and governance arrangements.

This Agreement shall terminate on 31 March 2027.

2. Roles and Responsibilities

TfGM and the GM Local Authorities agree to cooperate and collaborate in good faith to deliver the LEVI programme in Greater Manchester, in accordance with the terms and conditions of the Memorandum of Understanding (MOU) between Department for Transport (DfT) and Greater Manchester Combined Authority (GMCA) attached as Appendix 2, and the relevant statutory and regulatory requirements.

The roles and responsibilities of each party are as follows:

TfGM will:

- Act as the lead authority and accountable body for the LEVI programme in Greater Manchester, and manage the relationship with OZEV and other stakeholders.
- Procure and appoint a suitably qualified CPO to supply, install and operate the charging points, and manage the contract with the CPO.
- Coordinate and oversee the site selection, design, installation and commissioning of the charging points, in consultation with the local authorities and the CPO.
- Monitor and report on the progress, performance and outcomes of the LEVI programme, and ensure compliance with the funding agreement with OZEV and this Collaboration MOU with the local authorities.
- Manage the risks and issues associated with the LEVI programme, and implement mitigation and contingency measures as necessary.

The GM Local Authorities will:

- Support TfGM in the delivery of the LEVI programme in their local authority area, provide project and legal resource, relevant data, information and feedback as required.

- Support TfGM in relation to the procurement of the CPO including agreeing the specification and, once a suitable supplier is identified, complete local authority governance and approvals to progress the appointment of the CPO.
- Identify and nominate potential sites for the installation of the charging points, in accordance with the site selection criteria and guidance provided by TfGM and OZEV.
- Obtain the necessary consents, permissions and approvals for the installation and operation of the charging points, including planning, highways, electrical and parking/traffic regulation orders.
- Provide access and facilitate the installation and commissioning of the charging points by the CPO.
- Contract manage the CPO to ensure that the CPO meets their obligations in terms of operations and maintenance of the charging points in their local authority area, so that the charging points are functional, reliable and user-friendly.
- Enforce the normal parking and usage rules and regulations for the charging points in line with local authority procedures as stipulated in Traffic Regulation Orders (TROs) including any related complaints and queries. The CPO would be responsible for handling any complaints or queries relating to the charging infrastructure.
- Comply with the CRSTS Funding Letter.

3. Key Deliverables and Milestones

The key deliverables and indicative milestones of the LEVI programme in Greater Manchester are as follows:

- Procurement and appointment of the CPO by TfGM by June 2025;
- Site selection and design of the charging points by TfGM and the local authorities by June 2026;
- Installation and commissioning of the charging points by the CPO by March 2028;
- Operations and maintenance of the charging points by the local authorities and the CPO from the date the first charge point is commissioned until the end of the contract; and
- Completion of the LEVI programme by August 2028.

The parties agree to deliver the required outputs and outcomes, subject to any changes or variations agreed by OZEV and the parties.

The parties agree to review project progress and milestones regularly during Delivery and Procurement meetings.

4. Risks and Issues

The parties acknowledge that the LEVI programme is subject to various risks and issues that may affect its delivery, such as:

- Delays or difficulties in the procurement, installation or commissioning of the charging points
- Technical, operational or financial problems with the CPO or the charging points
- Lack of demand, uptake or satisfaction from the EV users or the local residents
- Changes in the policy, regulatory or market environment for EV charging infrastructure
- Disputes, conflicts or complaints between the parties or with other stakeholders

The parties agree to identify, assess and manage the risks and issues associated with the LEVI programme, and to communicate and escalate them as appropriate. The parties also agree to

implement mitigation and contingency measures as necessary, and to seek OZEV's approval for any major changes or variations to the programme.

5. Governance and Reporting

The parties agree to establish and maintain effective governance and reporting arrangements for the LEVI programme, as follows:

TfGM or the GM Local Authorities can escalate any issues that may affect the delivery of the LEVI programme, or require strategic decisions or approvals, to the Transport Strategy Group. The Transport Strategy Group is an existing meeting of the Local Authority transport leads, chaired by TfGM, that provides a forum for discussing and coordinating transport policies and programmes across Greater Manchester. TfGM will report on the progress and performance of the LEVI programme to the Transport Strategy Group on a regular basis, and seek its input and guidance on any matters of strategic importance.

- TfGM will utilise its EV Steering Group, comprising of representatives from TfGM, to oversee and steer the delivery of the programme, and to resolve any strategic or operational issues and determine which issues require escalation to Transport Strategy Group.
- TfGM will also establish a LEVI Delivery and Procurement Team Meeting, comprising of staff from TfGM and the Local Authorities, to manage and coordinate the delivery of the programme.
- As soon as reasonably practicable, each of the GM Local Authorities will designate a LEVI Programme Lead, who will be the main point of contact for TfGM and the CPO, and who will be responsible for the delivery of the programme in their local authority area.
- As soon as reasonably practicable, each of the GM Local Authorities will also designate a LEVI Programme Officer, who will support the LEVI Programme Lead in the delivery of the programme, and who will liaise with TfGM and the CPO on a regular basis.
- TfGM will report to OZEV on the progress, performance and outcomes of the LEVI programme, in accordance with the reporting requirements and frequency specified by OZEV.
- Each of the GM Local Authorities will report to TfGM and or OZEV on the progress, performance and outcomes of the LEVI programme in their local authority area, in accordance with the reporting requirements and frequency specified by TfGM and OZEV.

6. Signatures

This Collaboration MOU may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This Collaboration MOU is signed by the authorised representatives of TfGM and each of the GM Local Authorities on the date below, and is effective from the date of signing until the completion of the LEVI programme, unless terminated earlier by mutual agreement or by OZEV.

IN WITNESS of which the Parties have caused this Agreement to be executed and delivered as a Deed on the date first written above.

The Common Seal of TRANSPORT for GREATER)
MANCHESTER was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

The Common Seal of THE BOROUGH COUNCIL)
OF BOLTON was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

The Common Seal of THE METROPOLITAN)
BOROUGH OF BURY was hereunto affixed)
in the presence of:)

.....
Council Solicitor

The Common Seal of THE COUNCIL OF THE)
CITY OF MANCHESTER was hereunto affixed)
in pursuance of an Order of the Council of)
the said City:)

.....
Authorised Signatory

The Common Seal of OLDHAM BOROUGH)
COUNCIL was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

The Common Seal of ROCHDALE METROPOLITAN)
BOROUGH COUNCIL was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

THE Common Seal of THE COUNCIL OF THE CITY)
OF SALFORD was affixed in the presence of:)

.....
Authorised Signatory

The Common Seal of THE METROPOLITAN)
BOROUGH COUNCIL OF STOCKPORT was)
hereunto affixed in the presence of:)

.....
Head of Legal / Designated Authorised Signatory

.....
Authorised Signatory

The Common Seal of THE TAMESIDE METROPOLITAN)
BOROUGH COUNCIL was hereunto affixed in the)
presence of:)

.....
Authorised Signatory

The Common Seal of TRAFFORD BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

.....
Authorised Signatory

The Common Seal of WIGAN BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

.....
Assistant Director of Legal Services

Appendix 1: CRSTS Funding Letter

**LOCAL ELECTRIC VEHICLE INFRASTRUCTURE CAPITAL FUND GRANT DETERMINATION 2023: No
31/6965**

MEMORANDUM OF UNDERSTANDING

Between

Department for Transport

-and-

Greater Manchester Combined Authority

1 Purpose

1.1 This Memorandum of Understanding ('MoU') sets out the terms, principles and practices that will apply to the working relationship between the Department for Transport ('the Department') and Greater Manchester Combined Authority ('the Authority') (collectively 'the Parties') regarding the administration and delivery of the Local Electric Vehicle Infrastructure (LEVI) Capital Fund.

2 Background

- 2.1 On 30 March 2023 the Department announced an indicative £16,158,000 funding for Greater Manchester Combined Authority as part of the LEVI Capital Fund.
- 2.2 This funding is intended to form part of the necessary investment required for the delivery of local electric vehicle charging infrastructure, as outlined in the LEVI Fund proposal submitted to the Department by the Authority.
- 2.3 This MoU covers the funding commitments from the Department and the financial expenditure, agreed milestones and use of funding and monitoring and evaluation between the Parties.

3 Funding Allocation

- 3.1 The Department proposes to provide £16,158,000 capital funding across financial years 2023/24 and 2024/25.
- 3.2 The Department proposes to issue 90% of the funding following receipt of the Grant Determination Letter, signed by the Authority. The Authority agrees not to proceed to procurement using this funding until completion of post-approval actions (see section 7.3) and the Department's approval of the Authority's invitation to tender documentation (see section 7.4). The remaining 10% of the allocation will be issued following the Department's approval of the Authority's proposed procurement contract(s) (see section 7.5). The indicative allocation by financial year is set out in the following table:

| Financial Year | Total (£) |
|----------------|-------------|
| 2023/24 | £14,542,200 |
| 2024/25 | £1,615,800 |
| Total | £16,158,000 |

4 Objectives of the Grant

4.1 The LEVI Capital Fund aims to achieve the following objectives:

- i. deliver a step-change in deployment of local, primarily low power on-street charging infrastructure across England.
- ii. accelerate the commercialisation of, and investment in, the local charging infrastructure sector.

5 Purpose of the Grant

5.1 The Authority agrees to use the funding allocated for the purposes outlined in their proposal as agreed by the Department.

5.2 The Authority should liaise with the Department in writing to agree details of the proposal before proceeding to tender or procurement, as per the post approval actions plan.

5.3 The Authority agrees to utilise funding for the following purposes:

- i. The purchase cost of the charging unit.
- ii. Other hardware costs associated with the installation, for example, gullies, solar canopies or battery storage.
- iii. The cost of associated electrical connection components including distribution network operator (DNO) connection costs, smart charging and vehicle-to-grid technology costs.
- iv. The costs of civil engineering works related to the installation.
- v. Labour costs of the installation.
- vi. The applicable, reasonable and invoiced capital costs of associated planning costs, including section 50 licences, installing a parking bay and required traffic regulation orders.

5.4 The Parties are responsible for managing their own carbon footprint and should be mindful of their carbon impact as a result of following electric vehicle (EV) strategies and the installation of EV infrastructure. Guidance is available from Energy Saving Trust and the Carbon Trust.

6 Outcomes of the Grant

6.1 The Authority agrees to use the grant to deliver value for money EV charging infrastructure for its locality as outlined in the proposal submitted to the Department subject to agreement of detailed changes as outlined in paragraph 5.2.

7 Financial Arrangements

- 7.1 The agreed funds will be issued to the Authority as a non-ringfenced grant payment under Section 31 of the Local Government Act, available online here: <http://www.legislation.gov.uk/ukpga/2003/26/section/31>.
- 7.2 Funds will be used for capital expenditure as stated in the Grant Determination.
- 7.3 The Authority agrees to work collaboratively with the Department and the LEVI Support Body to refine the details of the proposal to better meet the aims of the Fund via the post-approval actions plan.
- 7.4 The Authority agrees to share the finalised invitation to tender (ITT) with the Department for review before the Authority goes to procurement.
- 7.5 The Authority agrees to submit any procurement contract with its suppliers to the Department for review **prior to signing the procurement contract**. The Department reserves the right to request a new competitive tender process should the Authority's contract(s) significantly deviate from the proposed contractual terms in the application approved by the Department.
- 7.6 The Authority accepts responsibility for meeting any costs over and above the Department's contribution set out in Clause 3.1, including potential cost overruns and the underwriting of any funding contributions expected from third parties.

8 Monitoring and Evaluation

- 8.1 The Authority will provide quarterly written reports to the Department and the LEVI Support Body, in such a format that the Department will provide, demonstrating that outputs and outcomes are being met in line with the approved proposal.
- 8.2 The Authority agrees to include the following information in the quarterly report:
 - i. Funding that has been spent supported by invoices.
 - ii. Planned expenditure
 - iii. Updates on key project milestones and risks
 - iv. Number and location of chargepoints delivered
 - v. Procurement and governance plans
 - vi. Proposed changes to approved project(s)
 - vii. Stakeholder engagement
- 8.3 The Authority agrees to share relevant timely data and information as requested by the Department and/or its contractors, for the purposes of programme assurance, monitoring and evaluation, including data on the usage of chargepoints, in such a format that the Department will provide.
- 8.4 The Department may contact the Authority to collect information to support the Department's understanding of the effective use of the grant. This will be evaluated by the Department and reported back to Ministers to inform the allocation of any future funding.
- 8.5 The Department reserves the right to publish relevant data and use it to inform public statements.

9 Adherence to National Guidance

- 9.1 The Authority agrees to follow relevant national guidance in the course of the scheme development and implementation.
- 9.2 This includes the Government's EV Infrastructure Strategy (published in March 2022) which outlines the vision for EV charging in the UK, and the roles and responsibilities for different types of local authority.

10 Changes to Approved Project/Programme

- 10.1 The Authority agrees to comply with the terms of the proposal, including completing post approval actions, as outlined in paragraph 5.2, as approved in accordance with the terms of this MoU.
- 10.2 In the event that the Authority becomes aware that there may be a deviation from these terms then the Department should be informed in writing as soon as possible, in addition to the monitoring and evaluation reporting.
- 10.3 The Authority agrees to work with the Department to ensure the terms proceed as agreed and/or to pay for any work done which has already deviated from the terms.

11 Compliance

- 11.1 The Authority agrees to comply with all applicable procurement laws when procuring goods and services in connection with the LEVI Capital Fund and the Department shall not be liable for the Authority's failure to comply with its obligations under any applicable procurement laws.
- 11.2 The Authority agrees to ensure that its use of funding complies with the UK's international and legislative obligations in relation to the Subsidy Control Act 2022
- 11.3 The Authority agrees to maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Department to comply with the same and respond to any proceedings or investigation(s) into the use of the funding by any relevant court tribunal, relevant jurisdiction or regulatory body.
- 11.4 The Authority acknowledges and represents that the funding is being awarded on the basis that the use of the grant will not affect trade in goods and electricity between Northern Ireland and the European Union and shall ensure that the funding is not used in a way that breaches any legislative requirements in the Subsidy Control Act 2022.
- 11.5 The Secretary of State may require repayment of any of the grant already paid, together with interest from the date of payment, if the Secretary of State is required to do so as a result of a decision of a court, tribunal or independent body or authority of competent jurisdiction.
- 11.6 The Authority should ensure they comply with the Public Sector Equality Duty under the 2010 Equality Act. This includes considering

impacts of the project on protected characteristic groups during the scheme design process and in the monitoring and evaluation stage.

11.7 The Department reserves the right to reduce, suspend or withhold any grant funding from other grants provisionally awarded by the Department to the Authority, should the delivery of the approved proposal not progress as set out in the proposal, including identified areas for improvement, or the conditions of this MoU are not met.

12 Branding and Communication

12.1 The Authority agrees to give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging the Government's contribution, the Authority must comply with any guidance on publicity provided by DfT, and must, in particular, acknowledge that the Project has received grant from the UK Government. Wherever practicable, publicity material must include the Funded by UK Government logo, per the UK Government Branding Manual which is available at gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/

13 Compliance with the MoU

13.1 The Parties to this MoU are responsible for ensuring that they have the necessary systems and appropriate resources in place within their respective organisations to comply fully with the requirements of the MoU.

14 Legal Enforcement

14.1 This MoU is not legally enforceable. It describes the understanding between both Parties for the use of funding specified in Clause 3 of this agreement.

Signed on Behalf of the Authority:



Name: Steve Wilson

Title: Treasurer

Signed on Behalf of the Department (Deputy Director):



Lucy Kavanagh

Deputy Director and Interim Joint Head, Office for Zero Emission Vehicles

Appendix 3
The GM Local Authorities

- 1 THE BOROUGH COUNCIL OF BOLTON** whose address is Town Hall, Bolton BL1 1RU ("**Bolton**");
- 2 BURY METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Knowsley Street, Bury BL9 0SW ("**Bury**");
- 3 MANCHESTER CITY COUNCIL** whose address is Town Hall Extension, Albert Square, Manchester M60 2LA ("**Manchester**");
- 4 OLDHAM METROPOLITAN BOROUGH COUNCIL** whose address is Civic Centre, West Street, Oldham OL1 1UT ("**Oldham**");
- 5 ROCHDALE METROPOLITAN BOROUGH COUNCIL** whose address is Number One Riverside, Smith Street, Rochdale, OL16 1XU ("**Rochdale**");
- 6 SALFORD CITY COUNCIL** whose address is Salford Civic Centre, Swinton, Manchester M27 5AW ("**Salford**");
- 7 STOCKPORT METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Edward Street, Stockport SK1 3XE ("**Stockport**");
- 8 TAMESIDE METROPOLITAN BOROUGH COUNCIL** whose address is Tameside One, Market Place, Ashton under Lyne, OL6 6BH ("**Tameside**");
- 9 TRAFFORD METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Talbot Road, Stretford, Manchester, M32 0TH ("**Trafford**"); and
- 10 WIGAN METROPOLITAN BOROUGH COUNCIL** whose address is Town Hall, Library Street, Wigan WN1 1YN ("**Wigan**").