

Alastair Keddie,
Chief Executive, Moray Council,
Council Offices,
High Street,
ELGIN,
IV30 1BX

Our ref: A4191718

Date: 10th October 2012

akeddie@moray.gov.uk

Dear Alastair,

Offer of Grant Funding for the Plugged in Places Electric Vehicle Charging Infrastructure Procurement Support Scheme

Transport Scotland in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001 hereby offer to give to Moray Community Planning Partnership ("the Grantee") a grant for the supply and installation of electric vehicle charging infrastructure with connection to its associated back office facility to a total value of £50,000. The particular focus of this year's funding is to establish a country-wide charging infrastructure network to enable electric vehicles to be driven throughout Scotland and Grantees are expected to factor this into their plans.

1. Definitions and Interpretation

1.1 In these Conditions and associated Annexes, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions and associated Annexes unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings in these Conditions and associated Annexes are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions and associated Annexes, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, sub-paragraph or schedule of these Conditions.

2. Purpose and Use of Grant

2.1 The Grant, as set out above, shall be used only for those purposes set out in Annex A, and shall be subject to those additional terms and conditions contained within Annex A.

2.2 The Grant shall also be subject to the Infrastructure Performance Specification set out at Annex B, and the Plugged-in Places Project Particulars and Programme set out at Annex C.

2.3 The Grant amount can not be changed or transferred.

3. Payment of Grant

3.1 The Grant shall be paid by Transport Scotland to the Grantee in accordance with the terms of **Schedule 1** attached.

3.2 The Grantee shall within **1 month** following the end of the financial year in respect of which the Grant has been paid submit to Transport Scotland a statement of compliance with the Conditions of Grant using the form of words provided in **Schedule 3**. The statement shall be signed by the Grantee's Finance Director.

3.3 In the event that the amount of the Grant paid by Transport Scotland to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to Transport Scotland the amount of such excess within 14 days of receiving a written demand for it from or on behalf of Transport Scotland. In the event that the Grantee fails to pay such amount within the 14 day period, Transport Scotland shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest.

4. Confidentiality and Data Protection

4.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

4.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to Transport Scotland may need to be disclosed and/or published. Without prejudice to the foregoing generality, Transport Scotland may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, Transport Scotland may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that Transport Scotland shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

4.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

5. Publicity and Brand Identity

5.1 The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of Transport Scotland to its costs. Transport Scotland may require to approve the form of such acknowledgement prior to its first publication.

5.2 Transport Scotland is creating a website and associated brand identity to promote the EV charging infrastructure of Scotland. This brand will be retained by Transport Scotland and is to be applied to all PIP funded charging infrastructure outlets. No other branding or logos will be allowed without Transport Scotland's permission. Each charging outlet will be added to the National Chargepoint Registry (www.nationalchargepointregistry.com) to promote interoperable use.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

6.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to Transport Scotland by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall

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indemnify Transport Scotland against all actions, proceedings, claims and demands made by reason of any such infringement.

7. Default

7.1 Transport Scotland may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

7.1.1 The Grantee commits a Default;

7.1.2 Transport Scotland consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

7.1.3 The Grantee fails to carry out the Project;

7.1.4 In Transport Scotland's opinion, the progress on the Project is not satisfactory; or

7.1.5 In Transport Scotland's opinion, the future of the Project is in jeopardy;

7.2 Transport Scotland may withhold the payment of the Grant if at any time within the duration of the Agreement:

7.2.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

7.2.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

7.2.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

7.3 In the event that the Grantee becomes bound to pay any sum to Transport Scotland in terms of clause 7.1, the Grantee shall pay Transport Scotland the appropriate sum within 14 days of a written demand for it being given by or on behalf of Transport Scotland to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, Transport Scotland shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

7.4 Notwithstanding the provisions of this clause 7, in the event that the Grantee is in breach of any of the Conditions, Transport Scotland may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 7 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to Transport Scotland in accordance with the foregoing provisions.

7.5 Any failure, omission or delay by Transport Scotland in exercising any right or remedy to which they are entitled by virtue of clauses 7.1 to 7.3 shall not be construed as a waiver of such right or remedy.

8. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of Transport Scotland.

9. Liability

9.1 As sole owners of the Infrastructure, the Grantee, or their associated partners, indemnify Transport Scotland and the Office for Low Emission Vehicles (OLEV) against liability for any damage to third party property or personal injury resulting from their operation.

9.2 In addition, neither Transport Scotland nor OLEV are responsible or accountable for the performance of the Infrastructure.

10. Termination

The Agreement may be terminated by Transport Scotland giving not less than 3 months' notice in writing from the date of the notice being sent.

11. Corrupt Gifts and Payments of Commission

The Grantee shall not offer or give or agree to give any person any gift or consideration of any kind as an inducement or reward in relation to this Grant. The Grantee shall ensure that its employees shall not breach the terms of the Prevention of Corruption Acts, 1889 to 1916 in relation to this or any other grant.

12. Continuation of Conditions

These Conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

13. Compliance with the Law

The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and the attached Annexes and Schedules, please sign the Grant Acceptance below and return to the LCV PiP Project Manager Laura McCaig at Transport Scotland, 6th Floor West, Buchanan House, 58 Port Dundas Road, Glasgow G4 0HF. You should retain a copy of the offer of Grant and Schedules for your own records and return the completed Schedules when submitting a claim.

As each Grantee's involvement is part of a wider EV charging network strategy, upon receipt of the signed Grant Acceptance form, a member of Transport Scotland's LCV team will be in touch with your nominated point of contact to discuss the scope in your area and overall logistics of creating an interoperable Scotland wide network. During the development of the detailed scope and tendering processes should the Grantee find that the funding stated above is insufficient they should contact Transport Scotland to discuss alternatives.

In the meantime, should you have any queries regarding this Grant Offer letter, or the attached Annexes and Schedules, then please do not hesitate to contact Transport Scotland's LCV team, details of which can be found at the top of the page.

Yours sincerely

Donald Carmichael

Donald Carmichael
Director Transport Policy
Transport Scotland



GRANT ACCEPTANCE

On behalf of The Murray Community Planning Partnership
I accept the foregoing offer of Grant by Transport Scotland dated 10th October 2012 on the whole terms and conditions as set out in the letter and its annexes and schedules. I confirm that I hold the relevant signing authority.

Signed: 

Print Name: RODRICK DAVID BURN

Position in Organisation of Person Signing: CHIEF EXECUTIVE

Date: 5TH NOVEMBER 2012

Place of Signing: COUNCIL OFFICE ELGIN

Witness signature: 

Witness Name: CAROLINE STRONG

Address: COUNCIL OFFICE
HIGH STREET
ELGIN

Date: 5TH NOVEMBER 2012

Place of Signing: COUNCIL OFFICES, ELGIN

1. Purposes of Grant funding

1.1 The Grant is made to enable the Grantee to carry out Infrastructure Procurement and Infrastructure Installation.

1.2 The Grant shall be used to cover the full costs associated with Infrastructure Procurement and Infrastructure Installation.

1.3 The Grant shall be used for the purposes set out in Clauses 1.2 and 1.3 of this Annex, and for no other purpose whatsoever.

1.4 The Grantee shall ensure that the Grant is used for Infrastructure Procurement and Infrastructure Installation which is consistent with those performance and other specifications contained in Annexes B and C.

1.5 No part of the Grant shall be used to cover:

1.5.1 Activity or material which is party political in nature;

1.5.2 Works or activities that anybody has a statutory duty to undertake;

1.5.3 Depreciation, amortisation or impairment of fixed assets;

1.5.4 Input VAT reclaimable by the Grant Recipient from H. M. Revenue and Customs;

1.5.5 Interest payments or service charge payments for finance leases;

1.5.6 Gifts;

1.5.7 Entertaining;

1.5.8 Payments by the Grantee in advance of need; and

1.5.9 Fines or penalties.

1.6 The Grantee shall agree in advance with TS any significant changes to the Infrastructure Procurement and/or Infrastructure Installation. A significant change is one that affects the annual grant spend profile by +/- 10%.

1.7 The Grant can be used to provide funding to any partner of a CPP, and it shall be entirely at the discretion of each CPP what constitutes a partner and therefore who should be eligible for the Grant.

1.8 TS reserves the right to comment on or determine the specifications for any future procurement programmes as necessary to ensure that the requirements are consistent with the needs of PiP.

1.9 The Grantee shall not allow a third party to take a charge on any fixed asset funded wholly or partly by the Grant.

2. Payment of Grant

2.1 Grant claims shall be submitted to TS using the Proforma contained in Schedule 2.

2.2 The Grantee must provide evidence in the form of invoices for all costs of Infrastructure Procurement and Infrastructure Installation when making a claim. Any Grant claim which is not accompanied by the necessary evidence of costs incurred will be rejected by TS.

2.3 Grant claims shall only be submitted by the CPP as the Grantee of this offer and its Conditions. Any grant claims relating to Infrastructure Procurement undertaken by partners or third parties must therefore be made through the CPP.

2.4 TS shall not be bound to pay to the Grantee, and the Grantee shall have no claim against TS for any instalment of the Grant for which installation has not been completed by 31 March 2013.

2.5 The Grantee, and any associated partners, must at all times comply with UK and EU Regulations governing procurement exercises.

2.6 The Grantee must secure the best value for money in all purchases of goods and services made for the purposes of the Project.

2.7 The eligible costs exclude reclaimable Value Added Tax.

3. Inspection and Information

3.1 To ensure that TS can report to OLEV in a timely manner, the Grantee, and all associated partners, shall keep TS fully informed of the performance and use of the Infrastructure in the form of regular monitoring reports. This data shall be provided using the monitoring and evaluation process set by TS for the purposes of PiP, and shall be provided at intervals determined by TS.

3.2 The Grantee shall maintain and operate effective monitoring and financial management systems in order to control expenditure and to ensure that the costs of achieving Infrastructure Procurement and Infrastructure Installation are clearly defined and are consistent with these Conditions.

3.3 The Grantee shall also provide any other information that TS may reasonably require to satisfy themselves that Infrastructure Procurement and Infrastructure Installation are consistent with these Conditions. The Grantee shall provide TS and OLEV with prompt access to any information they reasonably require to ensure compliance with these Conditions.

3.4 The Grantee shall keep and maintain for a period of 5 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by TS by way of the Grant. The Grantee shall afford TS, their representatives, OLEV, the Auditor General for Scotland, his/her representatives and such other persons as TS may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

3.5 The Grantee shall commit to sharing with TS and OLEV any data and information which is gathered through the planning, costing, promotion, delivery and analysis of the PiP scheme for a period of up to three years after the period for which the Grant has been paid to the Grantee. This may include (but is not limited to) costs and other financial data, business, technical and non-functional requirements, procurement specifications, data/ information/ analysis relating to PiP scheme users (vehicle or individual) and charge posts, market analysis and promotional materials and strategy documents.

3.6 Subject to any unavoidable confidentiality requirements, the Grantee shall commit to publish and publicise the results, findings and learnings from the Project as requested by TS or OLEV. This is likely to include attendance at information events to publicise activities or topics related to PiP activity or objectives as well as making content available to the wider public through, for example, an open access website as advised by TS. The Grantee is also expected to respond openly and collaboratively with all reasonable requests for information and advice from other Grantees and or PiP consortia.



3.7 The Grantee must keep a register of fixed assets, including freehold (but not leasehold) land and buildings, acquired or improved, at a cost exceeding £5,000, wholly or partly using the Grant, for a period of at least three years or the life of each asset, whichever is shorter.

3.8 For each fixed asset in the register the following particulars must be shown where appropriate:

- 3.8.1 date of acquisition or improvement;
- 3.8.2 description of asset;
- 3.8.3 cost, net of recoverable VAT;
- 3.8.4 location of the asset;
- 3.8.5 serial / identification or SIM card numbers;
- 3.8.6 location of the title deeds (where appropriate);
- 3.8.7 date of any disposal;
- 3.8.8 proceeds of any disposal net of VAT; and
- 3.8.9 the identity of any person to whom the fixed asset has been transferred or sold.

4. Disposal and Use of Infrastructure

4.1 The Grantee shall ensure that the Infrastructure is maintained in a serviceable condition and is available for use for at least three years, from the point of first installation, unless given specific permission otherwise by TS or OLEV.

4.2 The Grantee shall ensure that they have all necessary permission and authority (whether required by legislation or otherwise) to undertake the Infrastructure Installation.

4.3 If Infrastructure is sold or their ownership transferred while they have any economic value, the Grantee must notify TS as soon as possible. TS or OLEV may require the Grantee to repay the proceeds or an appropriate part of them, in which case the Grantee must repay the amount to TS or OLEV within 30 days of being asked to do so.

5. Safety/Environmental

5.1 The Grantee must take all reasonable steps to ensure that they, and anyone acting on their behalf for the Infrastructure Procurement, Installation and Commissioning, of the electric vehicle charging infrastructure carries out all these activities in accordance with all the relevant Health and Safety, Equalities and Environmental Legislation in operation for the entire duration of those activities.

6. Back Office

6.1 The Grantee shall ensure that Infrastructure is linked to a central back office, as set out in Annexes B and C of these Conditions.

6.2 The Grantee shall notify appropriate information from the charging outlet to a central back office system to allow such system to develop a Scotland wide database of charging outlets so that where such are both non publicly available and also publicly accessible they may be accessed as appropriate for interoperable charging, with any such tariffs to be agreed.

6.3 The back office is operated by Charge Your Car Ltd and as part of this service a call out facility is provided. In case of the outlets non operation a helpline can be called to report a problem and initiate a repair. Such signage will be applied to each outlet.

7. Conflicts of interest and financial or other irregularities

7.1 Officers, members and employees of the Grantee must be careful to avoid conflicts of interest. The Grantee must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Project and to be excluded from any discussion or decision-making relating to the matter concerned.

7.2 If the Grantee has any grounds for suspecting financial irregularity in the use of the Grant they must notify TS immediately, explain what steps are being taken to investigate the suspicion, and keep TS informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of grant for purposes other than the purposes of the Project.

8 Publicity, copyright and sharing good practice

8.1 The Grantee must give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging Scottish Ministers and the UK Government's contribution, the Grantee must comply with any guidance on publicity provided by TS, and must, in particular, acknowledge that the Project has received grant from the OLEV. Wherever practicable, publicity material must include the logo of both TS and OLEV.

8.2 The Grantee grants a licence to both Scottish Ministers and the UK Secretary of State under section 91(3) of the Copyright Designs and Patent Act 1988 in relation to the future copyright in works funded in whole or in part by the Grant. This licence is non-exclusive and is granted without provision for the payment of royalties for the full period protected by copyright in the works in order to allow the Secretary of State to copy, issue or adapt any such works for his own purposes.

8.3 Any information, know-how, system or process learned from or created in operating the Project (including examples of good practice in the design and implementation of a project under the Business Brokers Pilot Project Scheme) may be disseminated by TS or OLEV among all persons or bodies who have responsibility for similar projects. The Grantee agrees that such persons may share and use freely all such information, know-how, system or process for their own purposes.

1. Introduction

1.1 The charging outlets must be suitable for the recharging of a range of electrically powered industrial and domestic vehicles being suitable for wall and surface mounting. The charging outlets must carry all the appropriate risk assessments, CE certification and Certificates of Conformity. Risk assessments for installation and use must be provided as part of their supply.

1.2 This equipment will be supplied as part of the Plugged-in Places programme funded by the Department for Transport (DfT) via the Office of Low Emission Vehicles (OLEV) and must be fully interoperable with the similarly funded networks around the UK.

2. Charging outlets

2.1 **Type** - It has been agreed with OLEV that the UK National Standard for charging outlets will be at least Type 2 (EN62196-2), Mode 3 (EN61851-1) Compliant, being twin outlet, unless location dictates otherwise. Each outlet shall:

2.1.1 be Open Charge Point Protocol (OCPP) compliant in order for multiple manufacturers' outlets to transfer data to the single back office provider for Scotland (Charge Your Car Limited). Each and every supplier of charging equipment shall ensure that their equipment complies with the OCPP requirement to link up with the single back office provider for Scotland. Should they fail to carry out this requirement then they will be held in breach of contract and measures taken accordingly to recover any additional costs and losses incurred;

2.1.2 have a device protocol adaptor and driver fitted so that each outlet is network capable of communicating with the single back office for charge data collation across the whole of Scotland. The charging outlet configuration software shall be published, supplied and configured, including target IP addresses at no cost via a one time non-renewable, non-transferable licence;

2.1.3 be capable of carrying out PAYG transactions via SMS/GPRS app or radar functionality or other established pay as you go technology which should be declared and demonstrated;

2.1.4 have a display which announces the outlet's status and readiness for charging to take place;

2.1.5 be self monitoring and message to the back office on the outlet's condition and fitness for charging to take place at an appropriate time frequency;

2.1.6 transfer data for all of the key parameters of each and every charge transaction;

2.1.7 data transmittal shall be achieved preferably by means of mobile phone SIM card technology or hard wired traditional telecoms technology depending upon the signal strength at the location of the charging outlet. In order to determine which system is to be utilised the charging equipment supplier shall carry out a signal strength survey to ensure a sufficiency of signal exists including a factor of safety before advising which system is required to be supplied.

2.1.8 be located so that the unit's information display is positioned to address and minimise the risk of trip hazards caused by the charging cable and recognise the needs of disabled users;

2.1.9 be protected as appropriate by collision protection barriers of a design to cope with the size and weight of vehicles in the vicinity of the Surface and Wall Mounted Charging outlets;

2.1.10 be volume supply readily available from an existing established product range and not experimental in any way.

2.2 Capacity - the charging outlets may be of the following capacities as desired:

2.2.1 7 kW (32 Amps) AC – Single Phase, must have the ability to deliver power of 7 kW capacity to each outlet simultaneously;

2.2.2 Fast Chargers - 22 kW (32 Amps) AC – Three Phase, must have the ability to be de rated to supply 11 kW to each outlet when both are in use. These are likely to be needed for preparation for charging technology enhancements on vehicles due in 2013;

2.2.3 Rapid Chargers - 70 or 50 kW (32 Amps) DC and 43 kW (32 Amp) AC combined unit - Three Phase, mode 3 and 4 ChaDeMo protocol certified, must have the ability to be de rated to supply 25 kW to each outlet simultaneously.

2.2.4 Where practicable the higher powered charger shall be installed, however where such would cause significant oncost to updating the electrical supply infrastructure that renders the overall investment decision to be less than optimal in comparison to the benefit derived then it is acceptable for the 50kW combined unit to be installed. Where such fall back decision is to be opted for by exception TS should be notified.

2.3 Standards

2.3.1 The charging outlet infrastructure shall be manufactured to comply with all UK and European Standards, Codes of Practice and Directives pertaining, and known of, for introduction at the time of supply. e.g. the IET Code of Practice for Electric Vehicle Charging Equipment Installation (January 2012), the Data Protection Act 1998.

2.3.2 Any supplier must list all UK and European Standards, Codes of Practice and Directives that their equipment complies with in their tender documentation.

2.3.3 The supplier shall retain details of all safety critical equipment on a database that allows the traceability of any such components should they need to be recalled and / or modified.

2.3.4 The charging outlets shall be expected to remain in a safe, operable condition for a minimum of 10 years from the time of installation and shall be so constructed to remain in a visually acceptable condition, in addition to their engineering fitness for purpose, in all respects. Corrosion or undue colour fading will not be acceptable.

2.3.5 Written endorsements shall be provided stating that the charging outlets have been tested and approved by an Automotive Original Equipment Manufacturer (OEM) for use with their vehicles.

2.3.6 Charging outlets must be able to alter the internal current limiting protection systems by reading the resistor value inside the connector or vehicle connecting cable. This is to prevent a 32 Amp current being passed through a 16 Amp rated connecting cable. If the Type 2 connector or cable fails to provide the appropriate resistance value, within reasonable tolerance, the equipment must default to a maximum current rating of 16 Amps. The system must include an auto-reset function to permit the resistor value detection process to restart when a plug is disconnected and/or reconnected. Information on the over current protection is to be provided and the standards and regulations to which the offered equipment complies in this regard.

2.3.7 Any contractor installing such charging infrastructure shall carry out such works in accordance with the appropriate European and British Standards, Codes of Practice and industry best practise that relate to the scope of works. Special cognisance shall be taken of the 17th Edition of the Institute of Electrical Engineers Wiring Regulations 2008 and the IET Code of Practice for electrical earthing mentioned above.

2.4 The Back Office Function

2.4.1 Transport Scotland have entered into a contract with Charge Your Car Ltd to provide a single back office for the whole of Scotland to manage the EV charging infrastructure installed as part of the PiP programme. All Grantees and their partners charging facilities are required to link up with the single back office for the capture of charging data arising from the systems use. In order to achieve this each Grantee shall issue sufficient locational and charge point manufacturers information as required to Charge Your Car Ltd. The point of contact at Charge Your Car Ltd is Operations Manager, Mrs Alexandra Prescott at:

Email alexandra.prescott@gateshead.ac.uk

Tel No: 0191 4902473.

2.4.2 The back office management system provides:

2.4.2.1 compliance with the latest interoperability criteria emerging in the UK and Europe and is capable of capturing data via Open Charge Point Protocol (OCPP);

2.4.2.2 when each and every recharge is carried out at all of the charging outlets, recognition of the old RFID Tags and activation of the outlets for charging to commence;

2.4.2.3 In Phase 2 of the PiP project, this financial year 2012/13 a scalable system for full commercial use via either SMS/GPRS or radar technology. This will allow commercial transactions to take place immediately at the outlet transacted by the back office without the need for a central membership list;

2.4.2.4 Collation of data for all of the key parameters of each and every charge transaction, including fault monitoring and automated maintenance call out;

2.4.2.5 Production of periodic reports of all charging transactions;

2.4.2.6 issues such reports to each Grantee in regard to their involvement as well as to Transport Scotland on behalf of Scottish Government and OLEV on behalf of the DfT;

2.4.2.7 Upon receiving fault messages from charging outlets, automatic dial and call out of a maintenance team with sufficient information to locate the outlet in question identifying via code the fault type.

3. Portable EV Rescue Charging Units

3.1 In order to reduce range anxiety of EVs it is permissible to include the purchase of portable EV rescue charging units within the PiP scheme. The specification comprises :

3.1.1 The units must be manufactured in accordance with the above standards listed as part of item 2.3 above as applicable;

3.1.2 Have a capacity of at least 10 kW and 4.5 kW depending on mode;

3.1.3 Be capable of providing an EV with a range of at least 15 miles or 24km without requiring further recharging.

1. Introduction

1.1 Transport Scotland continues to be awarded grant funding by the UK Department for Transport (DfT). Such funding is part of the Plugged-in Places (PiP) Scheme and is managed by the UK Office of Low Emission Vehicles (OLEV). This significant funding is ongoing for EV charging infrastructure allocation, with the remaining funding coming from the Scottish Government.

1.2 A key requirement of the OLEV funding is for the charging infrastructure to capture data in use, collate such and issue reports back to OLEV via the PiP Grantee, Transport Scotland. Such data in use is also available to each grant recipient for its own infrastructure to assist in its fleet management operations and environmental strategies.

2. Phasing

2.1 The project is split into phases:

2.1.1 Phase 2 (Financial year 2012-13) – Charging infrastructure is to be installed in locations identified and agreed upon with Scottish Local Authorities and their community planning partners. These charging facilities will primarily be located on public sector owned land primarily available for public use. It is thought that such locations may be at car parks, park and ride facilities, government offices, gymnasiums, swimming baths, libraries and the NHS estate etc as well as at locations on the primary road network. See scope item below.

2.1.2 A back office data monitoring and collection facility continues to be required as set out elsewhere in these documents.

2.2 Typical Project Milestones for Grantees:

- 15 October 2012 Commence site surveys of locations
- 5 November 2012 Commence procurement of charging infrastructure
- 31 December 2012 Procurement exercises conclude
- 15 January 2013 Orders placed with suppliers
- 31 March 2013 Works complete and commissioned onsite
- 16 April 2013 Invoices must be submitted to Transport Scotland for all costs

3. Funding and Expenditure

3.1 Any Grantee not in a position to expend such funding shall notify TS at the earliest convenience who will arrange for re-allocation of such funds to other Grantees that have expressed a desire for funding.

3.2 Transport Scotland is financing the operational costs of the back office system, until the end of the financial year 2015/16.

3.3 It is an OLEV requirement to TS and thus to each Grantee that in each year's grant funding, the scope procured and installed must be completed, including commissioning and be operable, in that financial year, i.e. no later than 31 March of that financial year.

4. Strategic Scope

4.1 Transport Scotland is setting out to develop with its Grantees partners an interoperable network of EV charging infrastructure across the whole of Scotland. It is of great importance that each Grantee

recognises that and its own role in achieving such. With this as the overall aspiration the following principle scope has been developed :

4.1.1 Scotland's Seven Cities & Significant Conurbations

- To install EV charging infrastructure in Scotland's 7 cities and significant conurbations for maximum use and carbon reduction.
- To utilise Grantee owned property assets that are publicly available, including those on the periphery of cities to reduce city centre congestion by promoting modal shift from cars to public transport. Charging locations to be targeted include park and ride facilities, local authority leisure facilities, libraries, Council offices, LA car parks.
- Specific locations will be informed by demographics and traffic flow information in each of the 7 cities & 4 major conurbations. The locations for EV charging facilities to be installed should also take account of and be compatible with where possible future low carbon refuelling opportunities e.g. hydrogen infrastructure.
- Finance for 3 large cities (Glasgow, Edinburgh, Aberdeen), each having a typical scope of:

2 x Combi Rapid chargers	£40k each	= £80k
2 x Fast chargers @	£15k each	= £30k
2 x 7 kW @	£5k each	= £10k
Total per city		£120k
- Finance 4 medium sized cities (Stirling, Perth, Dundee, Inverness) and 4 large conurbations (N Lanarkshire, S Lanarkshire, Fife, Ayrshire) each having a typical scope of:

1 x Combi Rapid Charger	£40k each	= £40k
1 x Fast Charger @	£15k each	= £15k
1 x 7 kW @	£5k each	= £5k
Total per city/conurbation		£60k
- Commonwealth Games, Glasgow 2014 – opportunities include EV Shuttle fleet charging infrastructure via Glasgow City Council having:

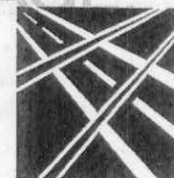
1 x Combi Rapid Charger @	£40k	= £40k
2 x Fast Chargers @	£15k	= £30k
3 x 7 kW @	£5k	= £15k
Electrical contingency		= £10k
Total		£95k

4.1.2 Primary Road Network

- It is of primary importance to make our network accessible between major centres of population within Scotland and recognise the tourist industry with its significant component of European visitors, where the take up of EVs is ahead of that in the UK. The principle is to develop a network of charging outlets at 50 mile (80 Km) intervals along all the primary/trunk road networks of Scotland, at least linking up Scotland's 7 cities and beyond.
- Such locations ideally on Grantee land would be approx A77 adjacent Ayr and the M74 Motorway, North of the central belt linking to Fort William would be Tyndrum, Perth to Inverness at Blair Atholl on the A9, Perth M90/A9 Services, Perth to Aberdeen near Laurencekirk on A90, Aberdeen to Inverness at Keith on A96 and Inverness to Wick at Helmsdale on A9, etc
- Finance for 8 x Combi rapid chargers @£50k = £400k

4.1.3 Portable EV Rescue Charging Units

- In order to alleviate range anxiety of EVs it is permissible to include the purchase of portable EV/ rescue charging units within the PiP scheme. The specification comprises :
 - The units must be manufactured in accordance with the standards listed as part of Annex B item 2.3 as applicable.
 - Have a capacity of at least 10 kW and 4.5 kW depending on mode
 - Be capable of providing an EV with a range of at least 15 miles or 24km without requiring further recharging.



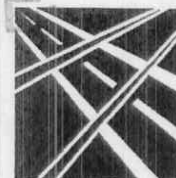
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SCHEDULE 1

PAYMENT OF GRANT

1. The total Grant of £50,000 STERLING shall be payable by Transport Scotland to the Grantee on receipt of a completed claim for Grant in the form set out in **Schedule 2**.
2. The total Grant, payable in the financial year 2012-13, shall be a Maximum £50,000 for charging infrastructure.
3. The Grant must only be claimed for the use and purposes set out in Annex A, and in line with the content of Annexes B and C.
4. Transport Scotland shall not be bound to pay any instalment of the Grant for Infrastructure which has not been procured and installed by the Grantee by 31 March 2013, unless otherwise agreed in writing by Transport Scotland.
5. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the conditions of this letter and associated annexes.
6. Each claim shall be submitted together with such explanatory or supplementary material as Transport Scotland may from time to time require, whether before, or after, submission of the claim. This shall include valid receipts and quotations for comparative vehicle prices.
7. On receipt of each claim (and any required documentation and information), Transport Scotland shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred in connection with infrastructure procurement having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. Transport Scotland shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 6 week(s) of receiving a claim and any required documentation and information relevant to the claim.
8. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise Transport Scotland in writing by 16 April 2012 the amount of the Grant actually expended up to and including 31 March 2012.
9. Project Milestones for CPPs
 - 15 October 2012 Commence site surveys of locations
 - 5 November 2012 Commence procurement of charging infrastructure
 - 31 December 2012 Procurement exercises conclude
 - 15 January 2013 Orders placed with suppliers
 - 31 March 2013 Works complete and commissioned onsite
 - 16 April 2013 Invoices must be submitted to Transport Scotland for all costs



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SCHEDULE 2

GRANT CLAIM FORM - INFRASTRUCTURE

Community Planning Partnership:

Bank details:

Project: Plugged in Places Scotland Infrastructure Procurement Scheme

Total agreed grant for 2012-13:

Latest forecast of expenditure of grant for 2012-13:

Grant claimed to date:

We hereby claim grant of £_____ in respect of the period _____ in accordance with the terms and conditions of the offer of Grant dated 10th October 2012 and the Annexes and Schedules attached thereto.

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that will be made available on request to substantiate each amount.

A Item	B Amount (£)	C Paid Invoice [Y/N]	D Other (please specify, e.g. certificate of payment in kind)
TOTAL*			

* Note the total should add up to the total expenditure claimed for the period.





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SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

PLUGGED IN PLACES SCOTLAND INFRASTRUCTURE PROCUREMENT SUPPORT SCHEME

This is to confirm that the grant claimed by Community Planning Partnership in relation to the above Project during the financial year ended 31 March 2013 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant.

This statement is supported by the records of _____ Community Planning Partnership.

Signed:

Name in block capitals:

Position:

Date:



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SCHEDULE 4

DEFINITIONS

In this Agreement and associated Conditions, the following terms shall have the definitions attributed to them below.

"Agreement" means the agreement constituted by Transport Scotland's invitation to apply for a grant, the Grantee's Application, these Conditions and the Grantee's acceptance of these Conditions;

"Conditions" means these grant conditions, including those contained within associated Annexes;

"CPP" means Community Planning Partnership;

"Default" means:

- (a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- (b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- (c) Any breach of any legislation; or
- (d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default;

"Financial Year" means a period from 1 April in one year until 31 March in the next;

"Grant" means the grant offered by Transport Scotland to the Grantee as specified as the Grant in the Award Letter, along with those Conditions attached to the Grant;

"Grantee" means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the "Grantee" are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

"Infrastructure" means recharging infrastructure procured through the Project;

"Infrastructure Installation" means those works and services necessary to enable the safe and secure installation of the Infrastructure, in line with these Conditions;

"Infrastructure Procurement" means the procurement of recharging infrastructure required for the ongoing operation of electric vehicles, by the Grantee or their associated partners;

"Intellectual Property Rights" means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

"OCP" means Open Charge Point Protocol;

“OLEV” means the UK Office for Low Emission Vehicles, as operators of PiP;

“PAYG” means Pay As You Go mobile technology;

"Payment" means each of the payments specified in Schedule 1 hereto.

“PiP” means the UK-wide Plugged-In Places charging infrastructure scheme;

"PiP Funding Period" means the period from the 10th October 2012 until 31 March 2013;

“Project” means the purposes for which the Grants have been awarded, as set out in these Conditions;

"TS" means Transport Scotland, and it's appointed representatives.