

DATED *7 March* **2023**

OXFORDSHIRE COUNTY COUNCIL

- and -

OXFORD CITY COUNCIL

**VARIATION OF COLLABORATION AGREEMENT
RELATING TO THE DESIGN AND CONSTRUCTION OF A NEW PEDESTRIAN
AND CYCLE BRIDGE AT OXPENS, OXFORD**

Susan Sale
Head of Law & Governance
The Town Hall
St Aldate's
Oxford
OX1 1BX
Variation of Funding Agreement
IKEN Ref: 0015836

THIS AGREEMENT is made the 7 day of March

2023

BETWEEN:

- (1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND ("OCC"); and
- (2) **OXFORD CITY COUNCIL** of Town Hall, St Aldate's, Oxford, OX1 1BX (the "City Council")

(Referred to as Party individually and together as Parties)

WHEREAS:

- A The Parties entered into a Collaboration Agreement on 30th March 2020 relating to the design and construction of a new pedestrian and cycle bridge at Oxpens, Oxford. Under the Collaboration Agreement OCC, acting as Accountable Body for the Oxfordshire Growth Board in respect of its Housing & Growth Deal Funding, agreed to provide the Funding to the City Council to enable it to carry out the Works identified in the Collaboration Agreement.
- B Clause 20 of the Collaboration Agreement allows the Parties to vary it by way of a signed agreement and the Parties have agreed to enter into this Variation Agreement to vary certain of the terms of the Collaboration Agreement as set out in this Variation Agreement (the Agreement)

NOW IT IS AGREED as follows:

- 1.1 All capitalised words used in this Agreement shall have the same meaning assigned to it in the Collaboration Agreement except where the context requires otherwise.
- 1.2 The terms of the Collaboration Agreement remain valid and in force except as amended by this Agreement.
- 1.3 The Parties have agreed to amend the Collaboration Agreement as follows:
 - 1.3.1 The following definitions, as set out in the Collaboration Agreement, shall be amended as follows:

'Completion Date' means 26 November 2024 or such other date as may be agreed by the Parties and Homes England;

"Design Funding" means the sum of £1,756,460 (One million, Seven Hundred and Fifty six Thousand, Four hundred and Sixty Pounds) being part of the Funding;

“Funding” means the maximum funding of £8.6 million (Eight Million and Six Hundred Thousand Pounds);

“Post-Design Funding” means the sum of £6.943,540 million (Six Million, Nine hundred and forty three Thousand, Five hundred and forty Pounds) being part of the Funding;

“Pre-Condition Longstop Date” means 26 November 2024 or such other date as may be agreed by the Parties.

- 1.4 Amend **‘Part 3 – Funding and Termination’** by inserting after clause 12.1 the following:

12.1B The payment of the additional Funding by OCC to the City Council under this Variation Agreement shall be made, subject to compliance with Schedule 2, within 28 days of completion of the Variation Agreement.

- 1.5 Amend **‘Works Obligations’** by inserting before clause 7.1, the following:

7.1A Before the City Council shall Commence Delivery of the Works, it shall undertake a pre-construction services phase, where it shall aim to reduce the cost of the Works to align with the available Funding. At the end of this phase, the City Council shall inform OCC of the outcome and whether it can proceed to delivery of the Works. In the event that the City Council is unable to proceed with delivery of the Works it shall repay to OCC the post Design Funding, together with any residual unexpended element of the Design Funding, within 30 days of the decision not to proceed with delivery of the Works.

- 1.6 Amend the note in Schedule 5 as follows:

‘16. The Parties agree that City Council may claim Funding for their staffing costs in managing/overseeing the Works up to £200,000 to be evidenced by actual expenditure receipts and, where such expenditure shall exceed the estimated sum above, further approval of expenditure in excess of this sum will be subject to OCC obtaining the necessary exemption(s) in accordance with OCC’s Contract Procedure Rules.

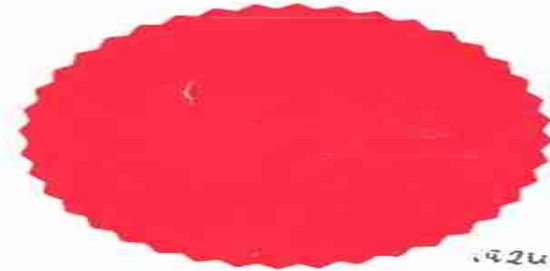
IN WITNESS of which the parties have executed this Agreement as a Deed the day and year first above written

**THE COMMON SEAL OF
OXFORDSHIRE COUNTY COUNCIL**

Was hereunto affixed in the presence of:

.....

Director of Law and Governance/Designated Officer



1926/22

THE COMMON SEAL OF)
OXFORD CITY COUNCIL)
was affixed to this document)
which is executed as a deed by)
order of the Council in the)
Present of:)

.....

Authorised Officer



Seal No. 967

Name
for and on behalf of the Head of
Law and Governance

