

PARTNERSHIP AGREEMENT

BETWEEN

CHESHIRE WEST AND CHESTER BOROUGH COUNCIL

AND

CHESHIRE EAST BOROUGH COUNCIL

REGARDING

**THE CHESHIRE EAST LEADER PROGRAMME
2015-2020**

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THIS PARTNERSHIP AGREEMENT is made on 2015

BETWEEN:

- 1) **CHESHIRE WEST AND CHESTER BOROUGH COUNCIL** of HQ Building, Nicholas Street, Chester, CH1 2NP (“**the Accountable Body**”); and
- 2) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields, Middlewich Road, Sandbach, CW11 1HZ; (“**CEC**”)

each known as a “**Party**” to and collectively as “**Parties**” to this Partnership Agreement.

BACKGROUND:

- (1) This Partnership Agreement has been developed to set out the obligations of the Parties in relation to the Cheshire East Leader Programme 2015-2020 (the “**Programme**”).
- (2) The Parties have worked together to submit a Local Development Strategy application to DEFRA in September 2014 for financial support under the ***Rural Development Programme for England*** to deliver the Programme.
- (3) DEFRA has confirmed in writing in December 2014 that the Programme has met the criteria for the grant of financial assistance under the Rural Development Programme for England (“the **Grant**”) and the grant approval letter is attached at **Appendix 2**.
- (4) The Grant of one million four hundred thousand pounds [£1,400,000] has been provided on condition that it is used exclusively for the purpose of carrying out the Programme and that the general conditions relating to the Grant (“the **Grant Conditions**”) are complied with.
- (5) The Parties have agreed that Cheshire West and Chester Borough Council shall be the Accountable Body for the Programme.
- (6) This Partnership Agreement establishes the relationship between the Parties, the processes for achieving the Programme and distributing the Grant. The Partnership Agreement also allows for application for additional funding in line with the Grant Conditions to enhance the delivery and sustainability of the Programme.

IT IS AGREED as follows:-

1. OBJECTIVES AND OBLIGATIONS

1.1 The objectives and conduct of the Programme are set out within the Local Development Strategy and the Grant Conditions and the Parties agree to:

- work together in partnership to achieve the objectives contained in the Local Development Strategy;
- comply with the Grant Conditions;
- comply with the Equal Opportunities Policy contained in the Local Development Strategy;
- comply with all protocols adopted by the Parties at any time during the Programme; and
- source and apply for additional funds in line with the Grant Conditions.

The Budget:

1.2 The Parties agree to:

- work within the constraints of the budget (“the **Budget**”) contained in the Local Development Strategy; and
- use their best endeavours to achieve the level of match funding as set out in the Budget.

1.3 The Budget may only be amended by agreement with DEFRA.

1.4 The Parties may admit new Parties to the Cheshire East Local Action Group (“the **CE-LAG**”) if the CE-LAG is satisfied that the new Party:-

- is locally based or has a significant work interest within the eligible area; and
- it adequately represents the community’s interests.

2. COMMENCEMENT AND TERM

- 2.1 This Partnership Agreement shall come into force on [].
- 2.2 This Partnership Agreement will expire when the obligations of the Parties have been satisfactorily completed and DEFRA has paid over all monies that are due.

3. THE CHESHIRE EAST LOCAL ACTION GROUP

- 3.1 CEC agrees to establish the CE-LAG for the Programme which will have responsibility for overseeing and managing the Programme as set out in the CE-LAG Constitution (attached at **Appendix 1**).
- 3.2 CEC shall nominate one [1] representative to attend the meetings of the CE-LAG and that nominee shall carry out his duties as set out in the CE-LAG Constitution.
- 3.3 The Authorised Officer will be entitled to attend the meetings of the CE-LAG and ask questions but will have no voting rights.

4. AUTHORISED OFFICER

- 4.1 The Accountable Body shall appoint a person to exercise its rights and powers under this Partnership Agreement, called the “**Authorised Officer**”.
- 4.2 The Authorised Officer shall be a Senior Officer within the Accountable Body who can make decisions under this Partnership Agreement without the need for the matter to be escalated in the Accountable Body. This will not limit in any way any other of the Accountable Body’s rights or obligations.
- 4.3 The Authorised Officer will be entitled to appoint another person or persons to exercise some or all of his functions (each a ‘**Deputy Authorised Officer**’) but if he does so, he must give CEC at least five [5] Working Days written notice.
- 4.4 Details of the person the Accountable Body has appointed to act as Authorised Officer (and any Deputy Authorised Officer) from the Commencement Date, (telephone number, fax number, e-mail address and postal address) are set out in **Schedule 1**.
- 4.5 If the Accountable Body seeks to change the identity of the Authorised Officer they must notify CEC and the CE-LAG of the proposed change in writing with at least five [5] days’ notice.

5. EMPLOYMENT OF STAFF TO WORK FOR THE CE-LAG BOARD

5.1 The Parties agree that:

- the Accountable Body shall act as the employer for any staff who are specifically required by the CE-LAG Board to assist them in achieving the objectives of the Programme – **to be known as the LEADER team**;
- the Accountable Body will ensure that the employment contracts of any staff for the LEADER Team will be time limited to run co-terminus with the Programme;
- the Accountable Body will be responsible for any redundancy liability for staff in the LEADER Team, but the Parties agree that they will work collaboratively to try and find alternative employment opportunities for staff in the LEADER Team that are facing redundancy;
- the Accountable Body shall recruit and employ staff for the LEADER Team in accordance with its own rules, procedures, policies and practices, subject to any specific requirements of the CE-LAG;
- The CE-LAG Board may provide information to the Accountable Body for input into the any LEADER Team appraisals.

5.2 The Accountable Body will be responsible for the following matters in relation to the LEADER Team:-

- the payment of salaries and on costs;
- the provision of office space and equipment necessary to enable them to carry out their roles;
- the management function of;
- the disciplinary function; and
- any redundancy payments.

6. FINANCIAL OBLIGATIONS

6.1 The Accountable Body agrees to act as the accountable body for the Programme for the purposes of the Grant in accordance with the Grant Conditions and will have the following responsibilities:

Comment [JB1]: Not sure now as CE say that DEFRA may be holding onto the funds – do you know what our obligations will be

Comment [JB2]: Do we have these

- to claim and receive payments of the Grant from DEFRA;
- to keep separate accounts relating to the Programme;
- to prepare final accounts at the end of each calendar year and submit accounts to DEFRA;
- to receive claims from applicants for repayments of eligible expenditure authorised by [WHO];
- to keep up to date records relating to applications for financial assistance and grants offered or made;
- to provide regular financial reports approved by the Panel to the CE-LAG at no less than quarterly intervals;
- to comply with its own Financial Rules and the Code of Practice on Local Authority Accounting in Great Britain issued in 1999 by the Chartered Institute of Public Finance and Accountancy and with any subsequent guidance recognised as representing proper accounting practices and in accordance with any European Commission Regulations or any additional rules as may be agreed by the Parties; and
- to undertake purchasing of goods and services on behalf of the Parties on the instruction of the CE-LAG.

6.2 If the Accountable Body:

- makes grant payments to third Parties or incurs expenditure which are subsequently judged to be ineligible or contrary to any statutory requirements or EC law and are therefore recovered or withheld by DEFRA from the Accountable Body; or
- incurs any other expenditure which has been agreed by the CE-LAG as necessary for the furtherance of the Programme, but which is not covered by the Grant; or
- receives a request from DEFRA for the repayment of the Grant for any other reason;

then CEC will jointly and severally indemnify the Accountable Body in respect of all such sums which are recovered, withheld or incurred **PROVIDED THAT** the Accountable Body has at all times acted in accordance with its duties under this Partnership Agreement.

7. RECHARGES

Where it has been agreed that the LEADER Team should carry out any tasks over and above the obligations set out in the LAG agreement the Parties will meet to agree recharge obligations that CEC will be liable to make in respect of those tasks.

8. INDEMNITY

- 8.1 Subject to the exceptions listed below at sub-clause 8.2, CEC will indemnify the Accountable Body against any expenses, liability, loss, claim or proceedings whatsoever arising from their neglect, act, error or omission when carrying out work or an activity for or in connection with the Programme or within the scope of the Local Development Strategy.

Limitation of Liability

- 8.2 Subject to the provisions of sub-clause 8.1, CEC's liability under this agreement will be limited to the financial level of the Management & Administration Costs under this agreement.
- 8.3 The Parties have a duty to inform each other immediately they become aware of any circumstances likely to form the basis of any claim.

9. TERMINATION

- 9.1 Subject always to sub-clause 9.2, If either Party to this Partnership Agreement no longer wishes to participate in the Programme it must first give the other Party at least three [3] months' notice in writing ending with the date of termination, provided that any obligation or liability incurred prior to the date of termination, including any liability for payments due under this Partnership Agreement, will continue to be enforceable by each Party to this Partnership Agreement against the Party giving notice.
- 9.2 For the avoidance of doubt the Parties cannot terminate this Partnership Agreement until the end of the term as set out in sub-clause 2.2 and being when the obligations of the Parties have been satisfactorily completed and DEFRA has paid all monies due.
- 9.3 Where in the opinion of either Party the other Party is in default of its obligations under this Partnership Agreement, the non-defaulting Party may serve written notice on the defaulting Party to remedy the default within twenty-eight [28] days failing which action may be taken to terminate the Partnership Agreement with one [1] months written notice.

10. DISPUTE RESOLUTION

- 10.1 Initially all problems or disputes arising between the Parties shall be discussed as quickly as possible between Senior Officers of each Party with a view to reaching a rapid resolution without the need for further formal action.
- 10.2 If this is unsuccessful then the dispute will be referred to a single Arbitrator to be agreed by the Parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1966.
- 10.3 The decision of the Arbitrator will be final and binding upon all the Parties, and each Party will bear its own costs.

11. GENERAL

- 11.1 References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after making this Partnership Agreement) and shall include any provisions of which they are re-enactments (whether with or without modification).
- 11.2 Words using one gender include all other genders and words using the singular include the plural and vice versa.
- 11.3 Any covenant by a Party not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.
- 11.4 This Partnership Agreement will be binding on the Parties and their respective successors and permitted assigns provided that no Party is entitled to assign this Partnership Agreement or any of its rights or obligations under this Partnership Agreement without the consent of the other Parties and any Party in its absolute discretion can withhold consent
- 11.5 No exercise or failure to exercise or delay in exercising any right power or remedy vested in any Party under or pursuant to this Partnership Agreement shall constitute a waiver by that Party of that or any other right power or remedy.
- 11.6 Each Party shall bear its own costs of or in connection with the execution of this Partnership Agreement.
- 11.7 This Partnership Agreement together with all agreements and documents executed contemporaneously with it or referred to in it constitute the entire

agreement between the Parties in relation to the Programme and supersedes all prior agreements and undertakings whether oral or written.

- 11.8 No variation of this Partnership Agreement will be effective unless in writing and signed by duly authorised representative of each of the Parties.
- 11.9 In the event that any term condition or provision of this Partnership Agreement is held to be a violation of any applicable law statute or regulation the same will be deemed to be deleted from this Partnership Agreement and will be of no force and effect and this Partnership Agreement shall remain in force and effect as if such term condition or provision had not originally been contained in this Partnership Agreement. In the event of any such deletion the Parties will negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place any provision deleted
- 11.10 This Partnership Agreement may be executed in any number of counterparts or duplicates each of which will be original but such counterparts or duplicates will together constitute one and the same agreement.
- 11.11 This Partnership Agreement does not create and will not in any circumstances create or be deemed to create a partnership for the purposes of the Partnership Act 1890.
- 11.12 The Parties agree to comply with all legislation and European Community Regulations when carrying out the Programme.

12. OFFICIAL NOTICES

- 12.1 Any Official Notice ("**Notice**") to be given under this Partnership Agreement must be in writing and will be deemed to be duly served if delivered personally or posted to the addressee in this Partnership Agreement.
- 12.2 Any Notice sent by pre-paid post shall be deemed served two [2] days after posting. In proving the service of any Notice it will be sufficient to prove in the case of a letter that such letter was properly stamped addressed and then placed in the post or delivered or left at the current address delivered personally.

IN WITNESS whereof this Partnership Agreement has been signed by the Parties

SIGNED for and on behalf of
**CHESHIRE WEST AND
CHESTER BOROUGH
COUNCIL** by

Name

Signature

Position

Director/Head of Legal Service or his or her
Authorised Signatory

SIGNED for and on behalf of
**CHESHIRE EAST BOROUGH
COUNCIL** by

Name

Signature

Position

Director/Head of Legal Service or his or her
Authorised Signatory

Draft 16th June 2015

SCHEDULE 1

AUTHORISED OFFICER

Authorised Officer	Deputy Authorised Officer
<p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>	<p>Name:</p> <p>Title:</p> <p>Address:</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p>

Draft 16th June 2015

APPENDIX 1

Comment [GJ3]: Wrong version.

CONSTITUTION OF THE CHESHIRE EAST LOCAL ACTION GROUP BOARD

adopted on the []

(A) Name

The name of the group will be the Cheshire East Local Action Group Board (“the **CE-LAG**”)

(B) Function

The function of the CE-LAG will be to deliver the Cheshire East Leader Programme 2015-2020 (the “**Programme**”).

The CE-LAG will comply with the Cheshire East Local Action Group Agreement dated [] (the “**LAG Agreement**”)

(C) Membership

- each of the Parties named in the LAG Agreement will appoint an individual to represent it and to vote on its behalf at meetings of the CE-LAG, and may appoint an alternate to replace its appointed representative at any meeting of the CE-LAG if the appointed representative is unable to attend;
- each Party will notify the name of the representative appointed by it and of any alternate to the Secretary;
- each Party will have one [1] vote to be cast by its representative;
- the Authorised Officer (or deputy) as a nominated representative of the Accountable Body may attend meetings of the CE-LAG to advise only; and
- the DEFRA Partnership Manager may attend meetings of the CE-LAG to advise only.

(D) Meetings and proceedings of the CE-LAG

(1) At its first meeting the CE-LAG will:

- elect from amongst themselves a chair and a deputy chair who will act as chair and deputy chair at all meetings of the

CE-LAG for a period of one [1] year (and may stand for re-election after their initial tenure); and

- appoint a secretary
 - appoint the Executive Board in accordance with **Clause 4.1** of the LAG Agreement;
 - appoint a Standards Sub-Committee to deal with complaints and to ensure compliance with the equal opportunities policy adopted by the Parties. The Constitution for the Standards Sub-Committee is attached at **Appendix 4**; and
 - appoint a Development and Scrutiny Working Group to consider opportunities for future development. The Constitution of the Development and Scrutiny Working Group is attached at **Appendix 5**
- (2) The CE-LAG will meet as often as the CE-LAG Board agree is required and shall hold an annual general meeting each year in addition to any other meetings in that year, and will specify the meeting as such in the notices calling it.
- (3) At least ten [10] working days' notice must be given of meetings of the CE-LAG.
- (4) There will be a quorum when:
- at least ten [10] members of the CE-LAG; and
 - the Authorised Officer is present
- (5) Every matter will be determined by consensus, but in the absence of such consensus will be determined by a majority of votes of the members of the CE-LAG present and voting on the question but in the case of equality of votes the Chairman shall have a second or casting vote
- (6) Where a matter is deemed urgent by the Chair of the CE-LAG and there is insufficient time to call a meeting of the CE-LAG, the CE-LAG may instruct the Accountable Body to carry out any of its functions providing;
- that at least one half of the voting representatives of the CE-LAG agree in writing. For the avoidance of doubt the term

'in writing' includes email correspondence; and

- if a voting representative is silent after ten [10] working days they will be deemed to have agreed to the proposal.
- (7) Variations to the LAG Agreement may only be made with the consent of all Parties including those not present and voting at the meeting. The consents may be received by email. Parties agree to silence being taken as agreement to the proposed variation three [3] weeks from the initial notice of the variation which will be sent by email to all Parties not at the meeting.
- (8) The CE-LAG must keep minutes of the proceedings at meetings of the CE-LAG and any Sub-Committees.
- (9) The CE-LAG may from time to time make and alter rules for the conduct of their business the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this constitution.
- (10) Meetings of the CE-LAG will (where possible) be held at different venues within the eligible area which are accessible to all Parties to be decided upon by the CE-LAG.
- (11) Meetings of the CE-LAG will be held in public with the exception of the Standards Sub-Committee when it is considering a complaint.
- (12) The CE-LAG may appoint one [1] or more Sub-Committees or Working Groups consisting of three [3] or more members of the CE-LAG for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the CE-LAG would be more conveniently undertaken or carried out by a Sub-Committee or working group **PROVIDED THAT:**
- the tasks of the Sub-Committee or Working Group are clearly defined;
 - the membership of the Sub-Committee or Working Groups is clearly defined;
 - any delegation of the CE-LAG's responsibilities to the Sub-Committee or the Working Group under the terms of the Grant are set out in writing;
 - the Sub-Committee or Working Group is required to submit regular written reports to the CE-LAG on the progress of its

functions; and

- the CE-LAG monitors and assesses the results of the sub-Committee or Working Group to ensure compliance with the Grant Conditions.

(13) The Working Groups may be comprised of some representatives of local bodies who are not Parties to the LAG Agreement.

(E) Declaration of Interests

- (1) Although under no statutory duty to do so unless they are an Elected Member of a Local Authority the members of the CE-LAG agree in the interests of transparency to disclose any interest which may be personal or prejudicial.
- (2) If the interest is personal the member of the CE-LAG can remain and participate in the meeting. A written statement of the existence and nature of that interest shall be recorded with any decision made.
- (3) If the interest is prejudicial the member of the CE-LAG will withdraw from the meeting and not take part in the discussion or decision making process. A record of the withdrawal shall be kept by the Secretary.

Appendix 2

GRANT OFFER LETTER

Draft 16th June 2015