

DATED DAY OF 2013

PARTNERSHIP AGREEMENT

LSTF – BUSINESS TRAVEL PARTNERSHIP

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Appendix 1	Chamber Staff Structure
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PARTNERSHIP AGREEMENT

THIS Agreement is made the _____ day of _____ 2013

BETWEEN

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields Middlewich Road Sandbach Cheshire CW11 1HZ (“the Council”)
- (2) **SOUTH CHESHIRE CHAMBER OF COMMERCE** of (insert address) (“the Chamber”)

Together referred to as "the Partners"

1. Status

- 1.1 This Agreement establishes an agreement between the members of the Partnership so as to make provision for its future management and decision-taking and an agreement between the partners regarding the Partnership's assets and liabilities.
- 1.2 This Agreement does not constitute a Partnership Agreement under the Partnership Act 1890 or a contract of employment between the members of the Partnership and each of the members undertakes to make this clear, when relevant, in all its dealings with third parties.

2. Definitions

DfT	Department for Transport
Internal Audit	means the internal audit department of the Council
LSTF	Local Sustainable Transport Fund
Partnership Steering Group	means the group responsible for advising, managing and monitoring the effectiveness of the partnership in line with this agreement

3. Name of Partnership

- 3.1 The name of the Partnership is the Crewe Smarter Travel Partnership.

4. Vision, Mission, Aims and Objectives

- 4.1 The Council has been successful in bidding for LSTF funding from the DfT. The focus of the LSTF bid was the Crewe area and the objective of the programme is to improve sustainable transport options within Crewe. Many local businesses experience problems of accessibility, congestion and overspill parking, which hinder

the operation of their sites as well as the local economy in terms of journey time delay and unreliability.

- 4.2 The Chamber exists to serve and promote the interests of the whole business community within the South Cheshire area.
- 4.3 The Partnership objectives are therefore :
 - (i) to engage businesses within the Crewe area in the LSTF programme with the primary aim of reducing single occupancy vehicle trips amongst employees and encouraging increased levels of walking, cycling, public transport and car sharing;
 - (ii) to liaise with other related partnerships and organisations on relevant issues;
 - (iii) to facilitate joint working enabling an area wide approach to travel planning;
 - (iv) to achieve critical mass to ensure the success of the area wide approach and collectively these shall be known as the “Objectives”.

5. Partners’ Roles, Duties and Responsibilities

- 5.1 The Chamber will employ its staff (details of whom are contained in Appendix 1) on delivery of the Partnership objectives half a day a week during the Term of the Partnership.
- 5.2 The Chamber will allow the Partnership to access and use its communication tools in order to achieve effective communication with businesses within the Crewe area in order to further the Partnership objectives.
- 5.3 The Council will employ a Project Officer who shall work in conjunction with the Chamber to deliver the Objectives.
- 5.4 The Project Officer shall be based at the Chamber on a minimum of one working day per week and the Chamber shall allow the Project Officer use of Chamber facilities such as a hot desk and access to IT or otherwise as the Partners may agree.

6. Working Principles

- 6.1 Any decisions regarding the partnership will be referred to the Partnership Steering Group.
- 6.2 Any Partner implementing a decision of the Partnership shall do so in accordance with this Agreement.

7. Term

- 7.1 This Agreement shall continue in force from July 2013 to 31st March 2015 unless it is extended or terminated in accordance with the provisions of this Agreement.

8. The Partnership

- 8.1 Membership and attendance at meetings of the Partnership shall be as set out in section 5 below.
- 8.2 Any member of the Partnership may propose that an organisation shall be co-opted to the Partnership and any organisation with an interest may apply to join the Partnership.
- 8.3 The Partnership shall decide upon the appropriateness of any proposed new member of the Partnership, but no such application for membership shall be unreasonably refused.
- 8.4 The Partnership shall normally meet on a quarterly basis
- 8.5 To achieve the Objectives the Partnership shall:
- (i) Assist with monitoring of specific Projects as appropriate;
 - (ii) Ensure that project appraisal, approval and progress is undertaken and monitored in accordance with whatever guidelines may be required by the relevant funding body;
 - (iii) Give support to the Council's Project Officer and staff from the Chamber of Commerce working on partnership delivery projects;
 - (iv) Ensure that proposed projects are robust, sustainable and fit with Partnership objectives;
- and
- (vi) Review this Agreement if necessary.
- 8.6 Where possible a representative from the Chamber and the Council shall attend each meeting of the Partnership. The Council's Project Officer will attend each meeting.
- 8.7 Decisions of the Partnership shall be made wherever possible by consensus. However, a decision which does not bind any individual member to incur expenditure or other liability on behalf of their organisation may be made by majority vote if consensus cannot be achieved. A decision which binds a Partner to incur expenditure or other liability may only be made by majority vote if the Partner who would incur that expenditure or liability is in agreement with the proposal.
- 8.8 Where delay would prejudice the progress of the Partnership or an individual resolution of the Partnership, the Partnership may resolve to take financial and other decisions by the use of written and/or electronic communication, whereby Partners shall circulate relevant reports and recommendations and Partners shall respond within a given timetable.;

9. Procedures

9.1 Meetings of the Partnership shall be quorate:

- (i) A quorum for a meeting of the Partnership shall consist of a representative from the Chamber and the Council ,
- (ii) A quorum of the Partnership shall be met before the business of the meeting may proceed.
- (iii) In the case where the re-scheduling of an adjourned or cancelled Partnership meeting might cause delay to decisions of the Partnership that would prejudice the progress of the Partnership, the Partnership may resort to action as detailed in paragraph 8.8.

9.2 Any representative who has a personal or pecuniary interest in any matter under consideration at a meeting of the Partnership shall declare his or her interest and this should be recorded in the minutes of the meeting. The representative shall withdraw from the meeting when the matter is being considered unless the Partners decide otherwise. If the Partner with a pecuniary or personal interest remains they may take part in the discussion but may not vote on the matter. The interest shall be recorded in the minutes of the meeting.

9.3 It shall be the responsibility of each Partner to ensure progress is reported to their respective organisations and to seek the necessary approvals or guidance from their organisations on their position on Partnership matters.

10. Administration

10.1 The Council's Project Officer shall be responsible for:-

- (i) Providing administrative support in taking minutes, setting agendas and mailing information;
- (ii) Agendas/minutes of meetings being prepared and circulated not less than five working days before each meeting;
- (i) Issuing minutes as soon as practicable after each meeting;
- (ii) Issuing reports/updates to relevant partners;
- (iii) Undertaking the work of the Partnership in order to fulfil the aims and objectives as set by the Partnership.

10.2 Any Partner wishing to propose one or more items for an agenda of a meeting of the Partnership shall notify the Project Officer

11. Allocation of Resources

The suggested resources to be allocated by the partners to the Partnership are as follows:-

Chamber	Staff (as outlined in Appendix 1)	Each member of staff is to be available for half a day each week to conduct partnership matters Equivalent to £15,000 per annum (reimbursed by the Council)
Chamber	Communication Tools such as Magazine Space; E-Newsletter; Chamber Portal; Network lunches; Social media	Equivalent to £5,000 per annum (reimbursed by the Council)
Chamber	Overheads including hot desk; IT support; printing; stationery; postage	Equivalent to £2,000 per annum (reimbursed by the Council)
Council	Provision of Project Officer and budget for delivery of partnership objectives	

These figures are indicative, but if there is any major deviation away from these, the Partnership will be notified.

For the avoidance of doubt, no employee shall be employed by the Partnership and the Council and the Chamber shall be responsible for any employment liabilities or costs of their own staff engaged in the delivery of Partnership Objectives.

12. Monitoring And Evaluation Of Activities

- 12.1 The Project Officer will produce regular progress reports to the Partnership.
- 12.2 Regular meetings between the Chamber's responsible officer (Paul Colman) and the Council's LSTF Programme Manager (Jenny Marston) will take place to evaluate the effectiveness of the partnership. .
- 12.3 The Partnership will collate staff travel survey results and monitor data from businesses where appropriate to evaluate whether the objectives are being met.
- 12.4 Chamber employees will keep a record of hours worked on delivery of Partnership objectives for project management and audit purposes.

13. Key Milestones For the Partnership

Achievement of the following milestones will be monitored:

- Launch of the business travel planning promotion
- Launch of a travel partnership to encourage business collaboration on travel initiatives
- Mid-term review of progress
- Final reporting

14. Equality Duties

- 14.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.
- 14.2 The Partners agree to adopt and apply the Council's policies whilst carrying out the partnership objectives, to ensure compliance with their equality duties.
- 14.3 The Partners shall take all reasonable steps to secure the observance of clause 14.2 by all servants, employees or agents of the partners employed in achieving Partnership objectives.

15. Complaints Handling

- 15.1 Complaints about the Partnership should be dealt with in line with either the Council's Complaints Policy or the Chamber's, depending on the nature of the complaint.

16. Income and Expenditure

- 16.1 The Council's Project Officer shall manage the budget for delivery of Partnership objectives in line with the Council's Constitution and Finance and Contract Procedure Rules.
- 16.2 The Chamber shall submit invoices to the Council quarterly in arrears (at the end of March, June, September and December) for reimbursement of those costs outlined in clause 11 (Allocation of Resources) above. Invoicing for staff and overheads shall be on the basis of four equal quarterly payments per annum, or pro-rata for shorter periods. Invoicing for Communication Tools shall be on the basis of services delivered during the quarter. Payment shall be made by the Council within 30 days of production of a valid invoice by the Chamber.

17. Confidentiality and Freedom of Information

- 17.1 The Partnership may be in receipt of information which is deemed confidential by the Partner or other organisation ("the Discloser"). This may include any valuable commercial information that provides a business with an advantage over competitors who do not have that information, or information which relates to the business, affairs, developments, trade secrets, know-how, personnel, members and suppliers of either party or information which may reasonably be regarded as the confidential information of the Discloser ("the Confidential Information"). In this case, subject always to the remainder of this Clause 17, each member ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:-
- (i) The Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement ;
 - (ii) The provisions of this Clause 17 shall not apply to any Confidential Information which:-
 - (a) is in or enters the public domain other than by breach of this Agreement or other act or omissions of the Recipient;
 - (b) is obtained by a third party who is lawfully authorised to disclose such information;
 - (c) is authorised for release by the prior written consent of the Discloser;
 - (d) the disclosure of which is required to ensure the compliance of the Recipient with the Freedom of Information Act 2000 ("FOIA") or the Environmental Information Regulations 2004 ("EIR").
- 17.2 Nothing in this Clause 17 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory requirement in connection with any action, suit, proceedings or claim or otherwise by applicable law or, provided that the information is subject to a confidentiality undertaking to its professional advisors or insurers.
- 17.3 The Partners acknowledge that each is subject to the requirements of FOIA and the EIR, and shall assist and co-operate with one another to enable each Partner to comply with these information disclosure requirements, where necessary.

18 Access For Internal Audit

- 18.1 Internal Audit staff will have full access to inspect all premises and assets, and full access to inspect and take copies of all records, accounts and computer record, written memoranda, files, invoices and receipts and any other documentary evidence as they may require and held by Partners subject to data protection and confidentiality provisions of this Agreement .
- 18.2 Partners are expected to cooperate fully with Internal Audit staff in relation to providing further explanations and information where requested to do so.
- 18.3 Internal Audit staff will try to give reasonable notice of their requirement to access specific premises and/or documentation, but reserve the right to access the same on demand.

19. Termination of Partnership

- 19.1 Either Partner (for the purposes of this clause, the First Partner) may terminate this Agreement in whole or part with immediate effect by the service of written notice on the other Partner (for the purposes of this clause, the Second Partner) in the following circumstances:
 - (i) if the Second Partner is in breach of any material obligation under this Agreement, provided that, if the breach is capable of remedy, the First Partner may only terminate this Agreement under clause 19.1, if the Second Partner has failed to remedy the breach within 28 days of receipt of notice from the First Partner **(Remediation Notice)** to do so;
 - (ii) there is a Change in Law that prevents either Partner from complying with its obligations under this Agreement; or
 - (iii) following a failure to resolve a dispute under clause 23
- 19.2 By either Partner giving the other 6 months written notice.
- 19.3 The Council may give the Chamber one months written notice of termination should the Council be notified that the DfT funding is no longer available.

The provisions of clause 20 shall apply on termination of this Agreement.

20. Consequences Of Termination

20.1 If this Agreement is terminated in whole or in part for any reason:

(i) Then the Council shall ensure that payment of any invoices received from the Chamber are promptly paid, unless failure by the Chamber to provide staff as outlined in clause 11 is the reason for termination

(ii) The Partners shall co-operate to ensure that ongoing projects are concluded or brought to a suitable conclusion

(iii) Notification of any members of the partnership is undertaken

20.2 The provisions of the following clauses, clause 17 (Confidentiality and Freedom of Information) , clause 18 (Access for Internal Audit), clause 20 (Consequences of Termination) and clause 21 (Indemnities) shall survive termination or expiry of this Agreement:

21. Indemnity

21.1 Each Partner shall indemnify and keep indemnified each and every Partner against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever arising in tort (including negligence) default or breach of this Agreement, to the extent that such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself or its employees save to the extent that the same is directly caused by or directly arises from the negligence or applicable law by one or more of the other Partners.

21.2 Each Partner shall further indemnify the other Partners against all actions claims and losses including legal fees and costs incurred in respect of personal injury (including injury resulting in death) loss of or damage to property caused or contributed to by the negligence, wilful default or fraud by itself or its employees and which arise out of the operation of the Partnership. Such indemnity shall apply to direct losses only.

21.3 A Partner shall have a duty to inform the other Partners immediately it becomes aware of any circumstances likely to form the basis of any claim against any Partner or Partners or likely to result in any financial loss to the Partner or Partnership and the Partner or Partnership shall ensure that relevant employees comply with this obligation.

21.4 The above indemnity shall apply retrospectively to any neglect act error or omission which may have occurred since the commencement of the Partnership.

22. Conflicts of Interest

- 22.1 In relation to this Agreement and the objectives of the Partnership, the parties will take all reasonable steps to identify whether or not a conflict of interest arises or is likely to arise either between them or in relation to a third party or parties in relation to the activities of the Partnership. If a conflict does or may arise, the conflicted party must forthwith notify the other party of such potential or actual conflict and propose a means by which the conflict can be avoided or minimised.

23. Dispute Resolution

- 23.1 Except where this Agreement provides otherwise in all cases of dispute or difference arising out of the rights duties or liabilities of the Partners the dispute shall be referred to (insert details e.g Chief Officer of Council & equivalent from Chamber) in consultation with the other Partners in the first instance.
- 23.2 If the Partners fail to achieve a satisfactory resolution then any Partner to the dispute may on giving written notice to all the other Partners require the dispute to be referred to the Centre for Dispute Resolution or such other similar body as is agreed.

24. Variation

- 24.1 Any variation to this Agreement shall be agreed by all the Partners.
- 24.2 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of a duly authorised representative of each of the Partners.

25. Third Parties

- 25.1 Pursuant to Section 1 of the Contracts (Rights of Third Parties) Act 1999 this Agreement shall not create any rights for the benefit of or enforceable by any person not a party to it.

26. Anti-Fraud Procedures

- 26.1 Any Partners whether directly employed by a partner organisation or externally appointed should have a process in place for reporting suspicions of fraud, corruption or other misconduct. The Council has Whistleblowing Policies which should be followed in these circumstances.
- 26.2 Reported allegations will be considered on an individual basis and investigated by an appropriate individual/organisation in line with their procedures and the outcomes reported back to, if necessary, to the other partner.

27. Entire Agreement

- 27.1 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter of it and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

28. Governing Law and Jurisdiction

- 28.1 Subject to clause 28, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales, and the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

This agreement has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

The COMMON SEAL of CHESHIRE EAST BOROUGH COUNCIL

Was hereunto affixed in the presence of:

Authorised Signatory

EXECUTED as a DEED

By The South Cheshire Chamber of Commerce

Acting by

APPENDIX 1
Chamber Staff Structure