

Covering note regarding this collaboration agreement

The following Collaboration Agreement template was developed under Bristol City Council's Enabling Commissioning Board.

This template was published with the intention of facilitating the formation of collaborations and avoiding inconsistency and duplicative developments of multiple agreements. It will serve the provider market in forming collaborations, ensure that legal costs only apply to providers that are awarded contracts and ensure consistency of the commissioners' assessments of collaborative agreements.

It must be noted that the template was published to help organisations form their collaborations. All collaborating organisations are strongly advised to seek their own legal advice about their collaborations and the potential impact on their organisations.

For further information about this draft collaboration agreement, please contact:

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DRAFT COLLABORATION AGREEMENT

"The collaboration agreement is provided for information only so that bidders can see the type of agreement it is expected they will enter into when a consortium bid is submitted.

You **MUST** take independent legal advice when entering into such an agreement but are free to use this draft as a starting point for negotiation.

Please be aware the agreement does not cover all the issues that may need to be covered hence the need for you to take your own advice. For example, it does not currently contain any clauses about the Transfer of Undertakings (Protection of Employment) Regulations 2006 as they will need to be tailored to the circumstances. In a similar way other clauses will need to be modified, as highlighted by the drafting notes within it."

[INSERT PROJECT NAME] COLLABORATION AGREEMENT

THIS AGREEMENT is made the day of [dd/mm/yyyy] for the period of 'insert period' and/or the period of the contract with Bristol City Council entitled 'insert title' which runs for the period 'insert period'.

BETWEEN: [INSERT NAME OF PARTY A], whose registered office is at [insert address].

AND [INSERT NAME OF PARTY B], whose registered office is at [insert address].

AND [INSERT NAME OF PARTY C], whose registered office is at [insert address].

AND [INSERT NAME OF PARTY D], whose registered office is at [insert address].

(hereinafter referred to individually as a "Party" and collectively as "the Parties")

And the overarching purpose of this Consortia agreement is to:

Insert overarching purpose

AND WHEREAS this Consortium Agreement sets out the relationship between the Parties and the organisation of the work and seeks to work within the Partnership Guiding Principles (set out in Schedule 1)

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

"Business Day" means any day other than a Saturday or Sunday or a public or bank holiday in the United Kingdom.

"Confidential Information" means all information that is marked as Confidential and that is disclosed by one Party to the others for the purpose of conducting the Project, including, without prejudice to the generality of the foregoing, any ideas; finance; financial, marketing, development or manpower plans; computer systems and software; products or services, including but not limited to know-how and information concerning relationships with other parties and all records, reports, documents, papers and other materials whatsoever originated pursuant to this Agreement.

"Consortium" means the Parties collectively.

"Effective Date" means the date when all Parties have signed this Agreement.

"Funding Body" means Bristol City Council.

"Project" means the commissioned service or project to be undertaken by

the Consortia under this agreement.

- “Project Manager” means the person appointed by the Steering Group to run the day-to-day operation of the Project.
- “Personnel” means any employee, director, agent, subcontractor or other person engaged by a Party,
- “Outcomes” means the target impact and change to the recipients of the Project through delivery or consequence of the Outputs.
- “Outputs” means the deliverable specifics and end-products of the Project as delivered by the Parties to the Consortium.
- “Steering Group” means the committee appointed to be responsible for managing the Project whose individual members are set out in Schedule 3.

- 1.2 Headings contained in this Consortium Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. LEAD INSTITUTION

The Parties hereto agree that the **[insert name institution]** will be the lead institution ("Lead Institution") and authorises it as their agent to represent the Consortium to the Funding Body, negotiate and manage administration of the Consortium, including documentation including this agreement, monitoring & evaluation reports and management reporting, report to the Funding Body on Consortium progress and audit & evaluate technical, operational and financial performance for the Consortium.

3. PURPOSE OF THE CONSORTIUM

The purpose of the Consortium is:

- to specify the organisation of the work between the Parties in carrying out the Project and to set out the rights and obligations of the Parties;
- carry out the Project and to produce the Outputs and Outcomes as described in Schedule 2.
- **Insert other purposes.**

4. COMMENCEMENT AND DURATION

This Agreement shall commence on the Effective Date and shall continue until the completion of the Project on **[insert Date]**.

The duration of this Agreement may be extended beyond **[insert Date]**, at any time prior to that date, by written agreement of the Parties, for such period or periods as are deemed appropriate.

5. OVERRIDING CONDITIONS

In all instances, until the completion of the Project, conditions laid down for the Project by the **[insert name of the Funding Body]** or its successor will override any agreement between the Parties concerning the Project, including any terms contained in this Agreement.

6. PROJECT MANAGEMENT

6.1 STEERING GROUP

The Parties shall establish, within sixty days after the start date of the Consortium, a Steering Group which shall be composed of one duly authorised representative of each Party. After having informed the others in writing, each Party shall have the right to replace its representative and/or to appoint a proxy, although it shall use all reasonable endeavours to maintain the continuity of its representation. The composition of the Steering Group is set out in Schedule 3. The Steering Group shall appoint a Chair from amongst its members. There shall also be nominated individual who shall be Secretary to the Steering Group.

The Chair of the Steering Group will be 'insert name'

The Secretary to the Steering Group will be 'insert name'

6.2 RESPONSIBILITIES OF THE STEERING GROUP

6.2.1 Project Oversight

The Steering Group shall be responsible for the delivery of the project outcomes and to this end will keep the project plan, and progress towards meeting it, under review.

6.2.2 Appointment of Project Manager

The Steering Group shall be responsible for appointing a Project Manager from the Lead Provider. The Project Manager will have responsibility for the day to day management of the Project and will report to the Steering Group.

6.2.3 Financial Management

The Steering Group shall be responsible for the financial management of the Project, and will manage the Project in accordance with appropriate project management techniques. The Steering Group may choose to take advice from third parties as required.

6.2.4 Publications and Press Releases

The Steering Group shall decide procedures for dissemination of publications and press releases relating to the Project.

6.2.5 Contingency Plans

The Steering Group shall be responsible for creation of contingency plans around delivery of the Project and its outputs and outcomes in accordance with the agreement with the Funding Body irrespective of natural or human conditions. Each Party within the Consortia is responsible for contingency planning for their aspect of the service and inform other members via the Steering Group (or by exception) should any issues arise.

6.2.6 Exit Strategy

The Steering Group shall establish a Sustainability Sub-Group to plan for the future delivery of the Outcomes and Outputs post initial funding.

The Steering Group shall hold two Special Meetings, the first twelve months prior to the end of the Project, and the second at the end of the Project, whose business shall be exclusively to develop a suitable strategy or strategies for future development of the Outputs & Outcomes, including the pursuit of additional funding from appropriate sources.

In the event that additional funding is secured for future development of the Outcomes & Outputs, the Steering Group shall be responsible for making such financial and administrative arrangements as are necessary to secure the effective and efficient continuation of the Consortium including any necessary revisions of this Consortium Agreement, for approval by the Parties.

6.3 STEERING GROUP MEETINGS & COMMUNICATION

The Steering Group shall meet 'insert frequency'. Additional meetings may be called by two or more Parties or at the request of the Project Manager. Meetings will operate under the following rules:

6.3.1 At each meeting, the Steering Group will agree on a date for the next meeting. Otherwise the Secretary, in consultation with the Chair or his nominee, shall call meetings, giving notice that is reasonable in the circumstances.

6.3.2. The Secretary shall circulate an agenda before the meeting and allow for each Party to input item agendas for consideration. Minutes of the meeting will then be sent out within one week.

6.3.3 Each Steering Group member (including the co-opted members, but not the Secretary) will have one vote, except the Chair who has a casting vote. A member may not vote on matters concerning a dispute with the Consortium where the member is the subject of the dispute.

6.3.4 The quorum for a meeting will be 'insert quorum number' voting members.

6.3.5 With the approval of the Chair, Steering Group members may nominate a representative to attend meetings and vote on their behalf.

6.3.6 Votes, with the exception of a vote to terminate a Party's membership of the Consortium, will be decided on the basis of a majority vote of those attending and eligible to vote.

6.3.7 Outside of the Steering Group meetings, Parties will communicate by email or phone calls.

6.4 RESPONSIBILITIES OF THE INDIVIDUAL MEMBERS OF THE STEERING GROUP

In addition to the Steering Group's collective responsibility, individual members of the Steering Group will have specific responsibilities as determined by the Steering Group from time to time.

All parties within the steering group are listed below with their responsible roles in relation to the Steering Group and coordination of this Consortia:

Name	Organisation	Job Description	Consortia Responsibilities

Party specific responsibilities in relation to the Service are outlined in Schedule 2.

[This section deals with the management framework for the Consortium. In this case the management process is handled via a Steering Group and Project Manager, but Project partners could choose a different management mechanism. The Steering Group in this example has a general oversight role over project progress, appoints the Project Manager, and is responsible for the financial management of the project. It plays a significant role in developing project strategy, including decisions on dissemination, commercial exploitation of Outcomes & Outputs and the distribution of revenue from such exploitation, and planning for the end of the initial period of funding. The section also details the Steering Group meeting procedures, and provides that Steering Group members will have both collective and individual responsibilities under the Agreement.]

7. PROJECT RESOURCES

7.1 ALLOCATION

The total funding to be paid to the Consortia, subject to progress against Project milestones as agreed with the Funding Body, is as follows:

Financial Year 1 ***([insert Date] - ([insert Date]) [insert amount £XXX,XX]***

Financial Year 2 ***([insert Date] - ([insert Date]) insert amount £XXX,XX]***

Financial Year 3 ***([insert Date] - ([insert Date]) insert amount £XXX,XX]***

Financial Year 4 ***([insert Date] - ([insert Date]) insert amount £XXX,XX]***

7.2 DISTRIBUTION

Payments are made from the Funding Body to the ***[insert name of Lead Institution]***. Thereafter ***[insert name of Lead Institution]*** shall apportion the budget between the Parties on the following basis for Financial Year 1 (which can be revised and approved from time to time by the Steering Group):

'Insert Party 1 name': 'Insert amount'

'Insert Party 2 name': 'Insert amount'

'Insert Party 3 name': 'Insert amount'

'Insert Party 4 name': 'Insert amount'

(change above into quarters if pay in quarters)

If too much is paid in error, the detail of the overpayment will be agreed and the overpayment will be returned within 14 days.

The Lead Provider reserves the right to hold back or delay payment where there is

a breach of this agreement. All payments are subject to the Provider's continuing satisfactory performance. Money will be clawed back by the Lead Partner if expenditure is ineligible.

7.3 USE OF FUNDING

The Consortia Parties will all ensure that the funding allocated is used solely for the provision of the service; salary costs and/or activities within Schedule 2 and for no other purpose.

Lead Providers will release funds on receipt of a quarterly invoice from Consortium partners in advance, according to the Consortium agreement.

Each Party shall keep full records and accounts of use of funding related to this service as distinct from other service delivery. It is also expected that the funding arrangements between Lead Provider and other Consortium partners will operate on a full-cost recovery basis, in line with the Bristol Compact and The Compact.

7.4 INVOICING/CLAIMS

Where claimable costs and expenses (that is, approved by the Project Manager or Steering Group) are incurred, claims should be passed to the Project Manager as soon as they have been paid with supporting evidence of the expenditure attached. The Project Manager will be required to make financial reports to the Steering Group from time to time.

[This section describes what the project resources from the initial funding are, and how they will be distributed. In this example, the detailed financial planning is left largely to the discretion of the Steering Group, but it could instead have been dealt with within the Consortium Agreement itself]

8. RESPONSIBILITIES OF THE PARTIES' PERFORMANCE

8.1 Each Party undertakes to each other Party to perform and fulfil on time the tasks assigned to it by the Steering Group and all other of its obligations under this Agreement, which are outlined in Schedule 2.

8.2 Towards the Steering Group and the Project Manager, each Party hereby undertakes to supply promptly to the Project Manager all such information or documents as the Project Manager and the Steering Group need to fulfil obligations pursuant to this Agreement.

8.3 Towards each other, each Party undertakes to:

8.3.1 notify each of the other Parties as a Party becomes aware of any significant delay in performance;

8.3.2 inform other Parties of relevant communications it receives from third parties in relation to the Project.

8.4 Each Party shall use all best efforts to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

- 8.5 Each Party agrees not to issue any press releases or other such publicity materials relating to the work of the Consortium without obtaining prior approval from the other Parties.
- 8.6 Should there be an issue of underperformance or poor quality the Lead Provider will write formally requesting the necessary improvements and setting out the timescale within which this must be rectified. The Lead Partner will meet with the Party involved to provide support and advice. If the improvements are not made within the specified period of time, then the Lead Agency must discuss with the remaining Steering Group members the option of terminating the Party's inclusion in the Consortia, following the process outlined in 10.1.

MONITORING & EVALUATION

- 8.7 Appropriate systems and processes to enable regular collection, interpretation and review of monitoring and evaluation information relating to the Service, Service Users, Service User outcomes and requirements must be set up within each Consortia Party as agreed by the Steering Group.
- 8.8 The Lead Provider will undertake monitoring visits during the first quarter (to agree systems and processes for recording and monitoring outputs and outcomes) and on a twice-yearly basis thereafter. The Lead Provider may request a monitoring visit at any time by giving partners one week's notice.
- 8.9 The Lead Provider will ensure that monitoring and reporting is relevant and proportionate to the nature and size of involvement in the consortium, in line with the Bristol Compact and The Compact."

WARRANTIES AND UNDERTAKINGS

- 8.10 Each Party warrants that under its contractual relationships with each of its Personnel, any intellectual property rights arising out of or relating to work done by the Personnel for the Party will vest in such Party and that the Personnel will have no right, title or interest, whether legal or beneficial, in any such intellectual property rights. A Party shall, if so required by the Steering Group, produce written evidence of this to the Steering Group signed by its Personnel. Each Party acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its Personnel to fulfil the tasks and work packages assigned to it under this Agreement and shall accordingly:
- 8.9.1 procure and maintain its own insurance, with insurers of good repute, to cover its own liabilities and those on behalf of its Personnel;
- 8.9.2 keep true and accurate records of all things done by its Personnel in relation to the tasks and work packages assigned to it under this Agreement
- 8.9.3 comply and assist the Consortium, the Steering Group and the Project Manager in complying with all relevant statutes, laws, regulations and codes of practice relating to its tasks and work packages from time to time in force;
- 8.9.4 comply with all recommendations and requirements of its insurers; and

8.9.5 indemnify, keep indemnified and hold harmless the other Parties from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which they incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or wilful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to the funder or to any third party.

8.10 Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of the tasks and work packages, which will be entirely at the Party's own expense.

8.11 Each Party agrees and undertakes at its own expense to make the Personnel available to attend a working group meeting with the Project Manager to review progress at such times and locations as the Steering Group shall reasonably specify.

8.12 Each Party shall provide the Steering Group with:

8.12.1 quarterly statements of expenditure incurred in relation to the provision of the tasks and work packages assigned to it, together with copies of staff timesheets, invoices and other relevant documentation for audit purposes;

8.12.2a declaration that confirms that expenditure has been incurred in accordance with the Funding Agreement; and

8.12.3a final statement of expenditure within 4 weeks of the termination of this Agreement

SAFEGUARDING

8.13 All partners must have Child Protection and Safeguarding policies and procedures consistent with the South West of England Child Protection Procedures and must cooperate with the Bristol Safeguarding Children Board to safeguard and promote the welfare of children and young people.

8.14 All staff, volunteers, governors and management committee members who come into contact with children or vulnerable adults as a result of the services set out in this agreement must have up to date Criminal Record Bureau (CRB) checks.

8.15 All newly recruited staff must be checked against the Independent Safeguarding Authority barred list and follow safe recruitment procedures as outlined in the Funding Body agreement. All partners must comply with the Children and Young People's Partnership Information Sharing agreement/protocol.

HEALTH & SAFETY

8.16 Each partner is responsible for the health and safety of their staff, volunteers and beneficiaries (where relevant) in accordance with their health and safety policy and should have suitable risk assessment systems, in line with the Health and Safety at Work or the Management of Health and Safety at Work.

EQUAL OPPORTUNITIES

8.17 All partners must have a written equal opportunities policy that outlines the arrangements that are in place to ensure staff, volunteers and beneficiaries are treated fairly and protected from bullying and harassment.

COMPLAINTS

8.18 Complaints, in the first instance, will be dealt with by the relevant partner through their complaints procedure. If the issue is not resolved satisfactorily, the lead partner will investigate and respond to the complaint.

[This section outlines the responsibilities of the Project partners - these may vary according to the nature and scope of the Project. It includes warranties and undertakings between the Project Partners on issues including intellectual property, insurance, record keeping, and legal compliance, as well as an indemnity provision to protect the Project partners from financial and other damage arising from acts or omissions on the part of any of the Project partners. It also makes provision for a Project Working Group without fixed membership to be convened, at the discretion of the Steering Group, to review progress. Finally, it deals with issues of Project partner financial accountability, and record keeping.]

9. ADDITION OF PARTIES TO THE CONSORTIUM

Institutions may be invited to join the Consortium only by the unanimous decision of the Steering Group and by the approval of the Funding Body and on the condition that the new institution becomes a party to this Agreement and a clear rationale for inclusion that shows benefits and costs to the Project are outlined and agreed.

Any new Consortium member must agree to the same terms & conditions as the original Parties and the criteria for joining the Consortia are as follows:

Criteria 1

Criteria 2

Criteria 3

Any addition of a new Consortia member not meeting this criteria must be agreed by all Consortia parties and amendment of this Agreement will be necessary.

10. REMOVAL OR WITHDRAWAL OF PARTIES FROM THE CONSORTIUM

10.1 REMOVAL OF PARTIES

Without prejudice to any other rights or remedies open to the Consortium, the Steering Group may, after a two-thirds majority vote of the full Steering Group in favour of termination, and via a written notice served on the Party, terminate a Party's membership of the Consortium with 6 weeks notice, if the Party:

10.1.1 is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Party fails to remedy such breach within 30 days' service of a written notice specifying the breach and requiring it to be remedied; or

10.1.2 in the opinion of a majority of the Steering Group, is incompetent, commits any act of gross or persistent misconduct and/or neglects or omits to perform any of its duties or obligations under this Agreement; or

10.1.3 fails or refuses after written warning from the Steering Group to carry out the duties or obligations reasonably and properly required of it under this Agreement; or

10.1.4 being a company, summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of s.123 Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over any of its assets, undertaking or income, has passed a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), has a provisional liquidator appointed, has a proposal made for a scheme of arrangement under s.425 Companies Act 1985, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person or is the subject of a notice to strike off the register at Companies House; 10.1.5 ceases to operate its business or undertaking;

10.1.6 provides the Steering Group with any false or misleading information with regard to its ability to perform its duties or obligations under this Agreement; or 10.1.7 has done anything which brings or might reasonably be expected to bring the Parties or the Project or the Funder into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates or the general public including, but not limited to, committing an act of fraud or dishonesty, whether or not connected with the Project.

10.2 WITHDRAWAL OF PARTYS

A Party may itself decide to withdraw from the Consortium only with the unanimous agreement of the remaining Parties and by giving 3 months' notice.

10.3 CONDITIONS CONSEQUENT ON REMOVAL OR WITHDRAWAL

In the event of withdrawal or expulsion of a Party, the Consortium will be liable to meet only the cost of any work undertaken up to the point at which a Party ceases to be a member of the Consortium. The balance of any payments made to the Party will be returned to the nominated representative of **[insert name of Lead Institution]** within 30 days of withdrawal or expulsion. In all cases, the Consortium reserves the right of access to any work produced in the course of the Party's work as part of the Consortium.

11. DATA MANAGEMENT

11.1 DATA COLLECTION

In the course of the Project, each Party is involved in the production and collection of data in the form of **[insert description]**. The data is to be sent to the Project Manager and stored in an archive at **[insert name of Institution/Project Partner]** ("the Project Archive"). Each Party agrees to ensure that all data submitted to the Project Manager are accompanied by documentation detailing the origin of the data, together with any necessary consents.

11.2 DATA MAINTENANCE

The **[insert name of Institution/Project Partner]** hereby undertakes to maintain the Project Archive for the duration of the Project and for a period of at least three (3) years after the end of the Project. This period is subject to extension if the Steering Group so decides.

11.3 DATA PROTECTION

As a member of the Consortium, each Party will be processing personal data for the purpose of the **[insert name of Project]**. Each Party must be a signatory of the **[insert name of Project]** Data Controllers Agreement, and must sign a Data Processing Agreement with the **[insert name of Institution/Project Partner]**, prior to processing personal data for the purposes of the Project.

[This section makes provision for data management within the Project, in terms of archiving and preservation of both project administrative data and project outputs. This may be particularly important from the Funding body's perspective, but also in terms of ongoing project management and future strategic planning. The section on data protection may, or may not, be necessary depending upon the nature and scope of the Project. It links the Consortium Agreement to a further set of DP-specific Agreements]

12. CONFIDENTIALITY

12.1 Each Party hereby undertakes to the other Parties that its employees, agents and sub-contractors shall:

12.1.1 Keep confidential all information of a confidential nature (whether written or oral) concerning this Agreement and the business affairs of another Party that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this agreement (the "Information");

12.1.2 Not without the prior written consent of the relevant other Party disclose the Information either in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the implementation or evaluation of the Project who have a need to know the same for the performance of their duties;

12.1.3 Use the Information solely in connection with the implementation of the Project and not otherwise for its own benefit or the benefit of any third party.

12.1.4 These provisions above shall not apply to the whole or any part of the Information to the extent that it can be shown by the receiving Party to be:

12.1.4. 1. Known to the receiving Party prior to the date of this Agreement and not obtained directly or indirectly from any other party; or

12.1.5.1 Obtained from a third party who lawfully possesses such Information which has not been obtained in breach of a duty of confidence owed to any party by any person; or

12.1.6.1 In the public domain in the form in which it is possessed by any other party other than as a result of a breach of a duty of confidence owed to such other party by any person; or

12.1.7.1 Required to be disclosed by legal process, law or regulatory authority.

12.2 Each Party hereby undertakes to the other Parties to make all relevant employees, agents and sub-contractors aware of the confidentiality of the Information and provisions of this clause and without prejudice to the generality of the foregoing to ensure compliance by such employees, agents and sub-contractors with the provisions of this clause

[This is a standard confidentiality clause. It is important that if information of a confidential nature is to be made available between Project partners, that the providing partner makes it quite clear that it is to be considered confidential, and that the other Project partners take all necessary steps to ensure that confidentiality is respected.]

13 TERMINATION

13.1 TERMINATION OF FUNDING

This Agreement shall terminate immediately with no liability between the Parties should the Funding Agreement terminate for any reason whatsoever, unless the Parties, by means of written agreement, decide to continue it.

13.2 TERMINATION BY MUTUAL AGREEMENT

This Agreement may be terminated at any time by the unanimous written agreement of the Parties, and appropriate plans in place to transition the service users within the Project to suitable and appropriate alternative provision. This transitional plan should be discussed and approved by the Funding Body.

13.3 RIGHTS OF PARTIES

The termination of this Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued due prior to termination. The provisions in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

[This section outlines the conditions under which the Agreement may be terminated, other than its completion as set out in clause 4 'Commencement and Duration', and the implications of Termination for the Project partners.]

14 GOVERNING LAW AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be governed by and construed in accordance with English law and the parties irrevocably agree that any dispute arising out of or in connection with this Agreement will be subject to and within the jurisdiction of the English courts.
- 14.2 The Parties agree to use best efforts to resolve disputes in an informal manner. Where the Parties agree that a dispute arising out of or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.
- 14.3 Any person to whom a reference is made under Clause 14.2 shall act as expert and not as an arbitrator and his decision (which shall be given by him in writing and shall state the reasons for his decision) shall be final and binding on the parties except in the case of manifest error or fraud. Should the dispute arise to this level the Funding Body should be notified.
- 14.4 Each party shall provide the expert with such information and documentation as he may reasonably require for the purposes of his decision.
- 14.5 The costs of the expert shall be borne by the parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the parties in equal proportions.

[This section provides a mechanism for resolving disputes between the Project partners which cannot be resolved within the Consortium (i.e. in this case, by the Steering Group). This example envisages a simple binding dispute resolution, but there are a wide range of alternative options for those drafting Consortium Agreements to choose between, including more formal arbitration processes. It is important to consider carefully which model of dispute resolution best suits the arrangements for a particular project. The section also determines which jurisdiction's law will be used when there is any dispute about, or arising from, the Agreement. It also states which country's courts should have jurisdiction to hear any case arising from, the Agreement.]

15 GENERAL PROVISIONS

15.1 SOLE AGREEMENT

Subject to Clause 5 this Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such subject matters.

No Party to this Agreement has been induced to enter into this Agreement by a statement or promise which it does not contain save that this clause shall not exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently by that party.

15.2 SCHEDULES

The Schedules shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Schedules.

15.3 WAIVER

No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

15.4 SEVERABILITY

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

15.5 FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

15.6 ASSIGNMENT

Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any party without obtaining the prior written consent of the other parties and with agreement from the Funding Body. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

15.7 VARIATION

This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorised officer of each of the written Parties. Any variation during the term of the Project shall be subject to the approval of the Funding Body.

15.8 NOTICE

Any notice in connection with this Agreement shall be in writing and may be delivered by hand, pre-paid first class post, Special Delivery post, or facsimile (but not by e-mail), addressed to the recipient at its registered office or its address or facsimile number as the case may be (or such other address, or facsimile number as may be notified in writing from time to time).

The notice shall be deemed to have been duly served:

- if delivered by hand, when left at the proper address for service;
- if given or made by prepaid first class post or Special Delivery post, 48 hours after being posted or in the case of Airmail 14 days after being posted (excluding days other than Business Days);
- if given or made by facsimile, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post to the other party within 24 hours after transmission;

provided that, where in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

[This section contains general provisions concerning the operation of the Consortium Agreement. For example, clause 16.4 provides that failure of one part of the Agreement does not invalidate the whole Agreement, clause 16.7 allows Project partners to amend the Agreement but only under specific conditions, and clause 16.8 covers the form that communications concerning the Agreement (i.e. not general day-to-day project messages, but messages specifically relating to the Agreement) should take, and when such communications will be considered to have been received.]

SCHEDULE 1 – Partnership Guiding Principles

SCHEDULE 2 - Project Specification & Consortia Parties responsibilities

SCHEDULE 3 - Composition of Steering Group [List]

Schedule 1 – Partnership Guiding Principles

As a partnership we agree individually and collectively to adopt the following guiding principles which we believe will improve our services.

Commitment to Equal Opportunities, Diversity and Inclusivity

We are committed to creating an environment where individuals are respected and discrimination on the basis of race, religion, belief, sexual orientation, age, disability and gender is eliminated. Our vision is to provide equality of opportunity to all and to promote community cohesion in our work. This means that we will be rigorous in implementing and monitoring our equal opportunity and diversity policies and will ensure updated and ongoing training for all staff.

Commitment to safeguarding and promoting the welfare of children and young people

We are committed to working partnership with families, communities and other organisations to ensure that all children and young people feel safe, and are protected from harm. We will be rigorous in the implementation and monitoring of our child protection and safeguarding policies and agree to comply with the Children and Young People's Partnership Information Sharing agreement/protocol.

Openness and transparency

We will adopt the principles of openness and transparency in all aspects of our operation and communication. This means that we will share information in a timely and accurate manner; we will raise issues and problems as soon as possible; we will work creatively and constructively to find a resolution; we will raise questions and queries promptly; and we will share knowledge and expertise.

Sharing good and best practice

We recognise that each of us has something to give to the partnership and that equally we have something to get from it. We will share learning through identifying good and best practice. Each partner will be encouraged to adopt best practice that they see elsewhere and to share examples widely within the partnership for the benefit of everyone.

Commitment to high standards and continuous quality improvement

We are committed to delivering high quality services and will work to ensure continuous quality improvement of our service provision. This means that we will set and expect high standards which we will monitor. We will support each other to develop our collective standards and where appropriate we will set challenging but realistic quality improvement targets. We will initiate peer reviews and welcome external inspection as an opportunity to verify our internal quality assurance and quality improvement standards.

Operate sound business practices

We will work hard to ensure that partnership resources are distributed fairly and reflect the input that we each make. We will be efficient in how the partnership operates. For example, we will use technology where we can, we will supplement face to face meetings with on-line communication and we will keep paperwork and bureaucracy to a minimum.

Commitment to flexibility

We will be flexible in terms of how we operate and be prepared to make changes. We will also demonstrate our commitment to flexibility in terms of our relationships with each other and will

endeavour to learn about the different constraints placed on each of our organisations and how these affect how we operate.

Commitment to working practices which empower others

We recognise the crucial importance of building confidence amongst staff, volunteers, children, young people, families, carers and communities. We are committed to working in ways which increase people's knowledge, skills and confidence, and instil in them a belief that they can make a difference for themselves and for others.

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Schedule 2 – Project Specification & Consortia Parties Responsibilities

Insert Specification for Service:

Individual Partnership Responsibilities 'insert service name'

Lead Partner:
Description of activities
Outputs
Outcomes
Milestones
Detail any specific roles different to the other partners

Consortia Party:
Description of activities
Outputs
Outcomes
Milestones
Detail any specific roles different to the other partners

Consortia Party:

Description of Activities
Outputs
Outcomes
Milestones
Detail any specific roles different to the other partners

Enabling Commissioning Framework - draft template

SCHEDULE 3 - Composition of Steering Group [List]

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