

Dated

2010

Partnering Agreement

relating to

the Cumbria Choice Partnership and arrangements to implement a sub-regional choice based letting scheme in Cumbria

between

South Lakeland District Council

The Council of the City of Carlisle

Copeland Borough Council

Eden District Council

Allerdale Borough Council

Barrow in Furness Borough Council

Home Group Limited

Castles & Coasts Housing Association Limited

Eden Housing Association Limited

South Lakes Housing Limited

The Riverside Group Limited

and

Accent Housing Limited

Contents

Clause

1	Interpretation.....	4
2	Project Objectives and Purpose of this Agreement.....	8
3	Governance: Reporting and Decision Making Structures.....	8
4	Lead Authority.....	8
5	The Partnership Board.....	10
6	Designated Officers.....	12
7	Inputs and Responsibilities.....	12
8	Duration.....	16
9	Withdrawal and Termination.....	16
10	Consequences of withdrawal or termination.....	18
11	Liabilities.....	19
12	Warranties.....	20
13	Respective Inputs.....	21
14	Additional parties.....	21
15	Notices.....	22
16	Disputes.....	23
17	Third Parties Rights.....	23
18	No Partnership or Agency.....	23
19	Statutory Powers.....	24
20	Provision to Survive.....	24
21	Governing law.....	24

Schedule

Schedule 1	Aims and Objectives.....	26
Part 1	Partnering Principles.....	26
Part 2	Project Objectives.....	26
Part 3	Aims of the Project.....	28
Part 4	Procurement Objectives.....	28
Schedule 2	Costs and Funding.....	30
Schedule 3	Communications and Notices.....	33

Appendix

Appendix A	Project Plan.....	37
Appendix B	Procedures Of The Partnership Board.....	38
Appendix C	Project Manager.....	42
Appendix D	Scheme Administrator.....	43

Parties

- (1) South Lakeland District Council of South Lakeland House, Lowther Street, Kendal, Cumbria LA9 4DQ (**SLDC**);
- (2) The Council of the City of Carlisle of Civic Centre, Carlisle, Cumbria CA 3 8QG (**CCC**);
- (3) Eden District Council of Town Hall, Corney Square, Penrith, Cumbria CA11 7QF (**EDC**);
- (4) Copeland Borough Council of The Market Hall, Market Place, Whitehaven, Cumbria CA28 7JG (**CBC**);
- (5) Allerdale Borough Council of Allerdale House, Workington, Cumbria CA14 3YJ (**ABC**);
- (6) Barrow in Furness Borough Council of Town Hall, Duke Street, Barrow in Furness, Cumbria LA14 2LD (**BBC**);

(together "**the Local Authorities**")

- (7) Castles & Coasts Housing Association Limited a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registration number 7617 whose registered address is at 3 Paternoster Row, Carlisle, Cumbria, CA3 8TT (**CCHA**);
- (8) Eden Housing Association Limited a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registration number 28435R whose registered address is at Blain House, Bridge Lane, Penrith, Cumbria, CA11 8QU (**EHA**);
- (9) South Lakes Housing Limited a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registration number 31419R whose registered address is at Bridge Mills Business Centre, Stramongate, Kendal, Cumbria, LA9 4BD (**SLH**);
- (10) The Riverside Group Limited a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registration number 30938R whose registered address is at 2 Estuary Boulevard, Estuary Commerce Park, Speke, Liverpool, L24 8RF (**RGL**);
- (11) Accent Housing Limited a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registration number 19229R whose registered address is at Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW (**AHL**);

- (12) Home Group Limited, a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with registration number 22981R and whose registered office is at 2 Gosforth Park Way, Gosforth Business Park, Newcastle upon Tyne, NE12 8ET (**HGL**).

(together "**the Social Housing Providers**")

Background

- (A) The Parties identified a need in their respective administrative areas for a strategic project to implement and manage a sub-regional choice based letting scheme in accordance with the Government's strategy for social housing, which includes procuring a web-based information system. The Parties agreed to collaborate on the Project and to establish the Scheme. Prior to this Agreement, the Parties respective obligations were set out in the Existing Agreement
- (B) An outline of the objectives and requirements of the Project is set out at Schedule 1.
- (C) The Parties have agreed to enter into this Agreement to replace the Existing Agreement and confirm the scope and operation, and their respective contributions towards the delivery of the Project and their intention to progress the Project in accordance with this Agreement from the Commencement Date. This Agreement also details how the Parties, through the Lead Authority, will manage the Approved Contract with the Contractor.
- (D) [The Lead Authority, as at the Commencement Date, South Lakeland District Council has entered into the Contract for the Services to facilitate the delivery of the Project.]
- (E) The Local Authorities enter into this Agreement pursuant to their respective powers conferred by Section 111 Local Government Act 1972, the Local Authorities (Goods and Services Act) 1970, the Localism Act 2011 and all legislation providing functions to them in respect of the delivery of housing and in respect of homelessness.

Agreed terms

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Agreement" means this partnering agreement;

"Allocations Scheme" means the criteria against which applicants are assessed when bidding for social housing via the Scheme;

“Approved Action” means an action or activity undertaken after the date of this Agreement by a Party in connection with and for the purposes of the Project in accordance with the Project Objectives which is approved for the purpose of this Agreement by a decision of the Partnership Board and includes the Lead Authority entering into any contract in pursuance of the Project;

“Approved Contract” means the contract [to be] entered into by the Lead Authority with the Contractor for the delivery of the Services in connection with and for the purposes of the Project in accordance with the Project Objectives in the form set out at Annex [] which is approved by the Parties;

"Business Day" means any day excluding Saturdays, Sundays and public and statutory holidays in England;

"Commencement Date" means [] 2020;

"Contractor" means the contractor engaged under the Approved Contract to provide and manage the web-based system for use with the Scheme being [];

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

“Designated Officer” means the Project Manager or the Scheme Administrator as the case may be;

“Excepted Item” means an action, activity, responsibility, contract or any other matter whatsoever to be undertaken or entered into by a Party in respect of which it is agreed between the Parties that the costs and/or expenses shall not be subject to any contribution from any of the other Parties as identified for this purpose in the Project Plan for the time being applicable;

“Existing Agreement” means the partnering agreement dated [] 2010 entered into by the Parties (including, in certain cases, their predecessor organisations) setting out their respective obligations in respect of the Project;

“Funds” means the funding set out in Schedule 2;

“Joint Controller Agreement” means the agreement, in the form at Annex [], [to be] entered into by the Parties relating to the use of Personal Data arising in the Scheme.

“Lead Authority” means the Party as shall be appointed from time to time as the Lead Authority for the purposes of this Agreement and the management of the Approved Contract. As at the Commencement Date the Lead Authority is SLDC;

“Partnership Board” means the representative board established by the Parties and whose role at the Commencement Date is set out in clause 5 and Appendix B;

“Parties” means all of the parties to this Agreement and **“Party”** means any one of them;

“Party Representative” means the individual(s) appointed by each Party to represent it on the Partnership Board;

“Partnering Principles” means the matters set out in Part 1 of Schedule 1;

“Personal Data” has the meaning given in the Data Protection Legislation;

“Project” means the Cumbria Choice Based Lettings Project being the procurement and management of a web-based system for use with a sub-regional choice based letting scheme to be implemented (the Scheme), the development and implementation of the Allocations Scheme and such other policies and procedures that may arise from time to time as agreed by the Parties.;

“Project Manager” means such person for the time being appointed in accordance with this Agreement and whose role at the Commencement Date is set out in Appendix A;

“Project Objectives” means the objectives and aims set out in Part 2 of Schedule 1;

“Project Plan” means the plan as amended from time to time in accordance with this Agreement which identifies the relevant activities (including a programme for identifying the time for performance and/or completion which cross-refers to the respective obligations of each of the Parties in relation thereto), key stages and the processes required for delivery of the Project and to achieve the Project Objectives including any Respective Inputs from any of the Parties. The initial Project Plan is identified in Appendix 1 and shall be updated as amendments are made in accordance with this Agreement.;

“Project Targets” means any specified targets for delivery of the Project set out in the Project Plan from time to time;

“Respective Inputs” means the support, assistance, funding, actions or other input required to be given from time to time by any of the Parties to implement and/or deliver the Project as

are identified in the Project Plan and as may be otherwise agreed by the Parties pursuant to this Agreement and (without limitation) in accordance with the Project Objectives;

The “Respective Share” means the percentage share applying to a Party as set out in column 3 (capital costs) and column 4 (revenue costs) of Schedule 2 for the time being and if another person or body shall become a Party for the purpose of this Agreement it is the intention that the Respective Shares of each Party at the time shall be reduced pro rata the share agreed to apply to that person or body on its becoming a Party;

“Scheme” means the Cumbria Sub Regional Choice Based Lettings Scheme;

"Scheme Administrator" means such person for the time being appointed in accordance with this Agreement, whose role at is set out in Appendix D

"Services" means the development and implementation of the System and the on going maintenance and management services to be provided to the Parties by the Contractor;

"System" means the web based system for the Scheme .

1.2 In this Agreement

1.2.1 any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute or statutes.

1.2.2 references to any clause sub-clause schedule or paragraph without further designation shall be construed as a reference to the clause sub-clause schedule or paragraph to this Agreement so numbered.

1.2.3 the clause, paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

1.2.4 Any reference to an Appendix is to be construed as the most up to date Appendix bearing that prefix which has for the time being been agreed by the Partnership Board and/or each of the Parties (as the case may be) as demonstrated by having been initialled by or on behalf of that Party by an authorised signatory for that Party of each Party and dated. It is the intention of each of the Parties that as the Project is developed each of the Appendices may be amended (to reflect agreed changes, additions, deletions and other modifications to any one or more of the Parties' responsibilities thereunder) but so that no such amendment shall have effect until such changes are agreed in accordance with this Agreement and the Appendix altered, dated and initialled.

2 Project Objectives and Purpose of this Agreement

2.1 Each Party:

- 2.1.1 confirms and agrees the Project Objectives, the Aims of the Project and the Procurement Objectives as set out at Schedule 1;
- 2.1.2 confirms and agrees to collaborate and work together with the intention of successfully delivering the Project to achieve the Project Objectives for the benefit of them all and (without limitation to the generality thereof) to comply with the Partnering Principles in connection with the Project;
- 2.1.3 enters into this Agreement in order to further develop the methodology for regulating and managing its relationship with the other Parties in respect of the Project; and
- 2.1.4 undertakes to the other Parties to provide its Respective Inputs.

3 Governance: Reporting and Decision Making Structures

- 3.1 The Parties shall comply with the requirements concerning reporting and monitoring of progress in relation to the Project set out in **Schedule 1 as** may be limited, supplemented or otherwise amended from time to time by the Partnership Board from time to time.
- 3.2 Each Party shall ensure that its Party Representative complies with the Partnering Principles in respect of the Project and with the aim of achieving the Project Objectives.

4 Lead Authority

- 4.1 The Parties accept that there is a requirement for one of them to take a lead role. The Lead Authority shall coordinate the Project on behalf of the other Parties;
- 4.2 The Parties acknowledge that the actions taken by the Lead Authority in respect of progressing the development of the Project (in particular in procuring the Contractor and engaging such consultants as necessary to advise on the procurement.) prior to the date of this Agreement have been undertaken with the intention of promoting the Project on behalf of them all. Such costs shall be apportioned in accordance with the Respective Shares of each Party.
- 4.3 The Lead Authority's role will comprise such matters as may be agreed from time to time by the Partnership Board. The Lead Authority's responsibilities in relation to the Project are
 - 4.3.1 acting on behalf of and under the direction and oversight of the Partnership Board in the management and day to day supervision of the overall Project;

- 4.3.2 enter into the Approved Contract;
 - 4.3.3 enter into all other contracts necessary for the Project that are approved by the Partnership Board;
 - 4.3.4 hold all assets relating to the Project other than those legally held by third parties or where the Parties have agreed that another Party should hold any asset;
 - 4.3.5 in accordance with the strategy adopted by the Partnership Board, manage the Approved Contract and all other contracts entered into by it under clause 4.3.3;
 - 4.3.6 using its staff to manage the joint delivery of the Project;
 - 4.3.7 with the approval of the Partnership Board providing such administrative resources and office facilities as should be reasonably necessary to enable the Lead Authority to manage the Project;
 - 4.3.8 on behalf of and under the direction and oversight of the Partnership Board taking responsibility for ensuring the quality assurance and risk management of the Project including monitoring and evaluation of the development of the Project;
 - 4.3.9 fulfilling such other roles and functions as determined by the Partnership Board;
 - 4.3.10 alerting the Parties as soon as practicable to any notices or information received that may impact on procurement decisions or on the development and/or delivery of the Project obtained in the Lead Authority role;
 - 4.3.11 receiving holding and administering the Parties' financial contributions to the Project;
 - 4.3.12 making all payments properly due under the Approved Contracts and all other contracts;
 - 4.3.13 preparing an annual budget setting out expected expenditure for approval by the Partnership Board;
 - 4.3.14 reporting to the Partnership Board on [at least a quarterly basis] on performance against the annual budget.
- 4.4 Where the Lead Authority requires funds from the other Parties, in respect of expenditure that is approved by the Partnership Board, then it shall issue a notice to each Party stating the amount due and the date, set by the Lead Authority acting reasonably, by which the Lead Authority must receive it. Each Party agrees that it will transfer such requested funds to the

Lead Authority by the date specified. Where a Party fails to transfer such funds and the Lead Authority incurs any additional expenditure as a result then the Party shall indemnify the Lead Authority in full.

- 4.5 Unless otherwise agreed, unanimously by the Parties, the Lead Authority shall hold that position for a period not exceeding three years from the date that they assumed the role as Lead Authority. Not less than [] months prior to the end of the Lead Authority's term, the Partnership Board must agree whether the existing Lead Authority shall continue or the identity of the new Lead Authority.
- 4.6 The Lead Authority may on [] months' notice to the other Parties confirm that it does not wish to continue in the role of Lead Authority. Where such notice is issued then the Partnership Board must agree the identity of the new Lead Authority within [] months.
- 4.7 Where the identity of the Lead Authority is to change then the existing Lead Authority and the new Lead Authority shall enter into deeds of novation [in the form at Annex []] to transfer the Approved Contract and all other contracts to the new Lead Authority. The new Lead Authority shall assume all liabilities under such contracts whether arising before, during or after the novation.
- 4.8 The Parties agree that they shall not take any action or omit to take action (including by their employees, agents and sub-contractors) that would place the Lead Authority in breach of the Approved Contract or any other contract entered into for the purposes of the Project.
- 4.9 The Parties agree that they shall take all actions reasonably requested by the Lead Authority to enable the Lead Authority to comply with its obligations under the Approved Contract and any other contract entered into for the purposes of the Project.
- 4.10 [other party access to Approved Contract]

5 The Partnership Board

- 5.1 The Parties confirm their commitment to and reliance upon the Partnership Board to be responsible for initiating, monitoring and managing the process of developing the Project and the Project Plan and co-ordinating the respective contributions from each Party to that process.
- 5.2 The Partnership Board shall have the functions and responsibilities set out in this clause 5 and as may be amended (whether by expansion or limitation) from time to time in accordance with this Agreement.

- 5.3 The Partnership Board shall (acting in good faith), take such action as is authorised by this Agreement or the Project Plan.
- 5.4 Each Party will procure that its Party Representative on the Partnership Board will provide all reasonable advice and assistance necessary in order to facilitate the successful working of the Partnership Board. Parties shall delegate authority to their Party Representatives to transact business at the Partnership Board properly, and shall ensure that a sufficiently senior Party Representative is appointed so as to enable decisions to be made on behalf of the Party. In certain situations it is understood that the representative may need the approval of their committee/board depending upon the limitations of their organisation's constitution.
- 5.5 The role of the Partnership Board will include (and each Party hereby delegates authority to its Party Representative to deal with and decide on) the following:
- 5.5.1 having overall responsibility for the control of the Project;
 - 5.5.2 overseeing the administration of the Project, including the contract management strategy for the Approved Contract, and making decisions on day to day operational issues, including approval of relevant expenditure;
 - 5.5.3 authorising the Lead Authority to agree any variations to the Approved Contract;
 - 5.5.4 determining the terms of a model Allocations Scheme ("**Model Scheme**") for housing in accordance with applicable legislation and guidance which it is intended that each Party will have approved to be used by them for the purpose of such legislation. If a Party adopts and/or operates an Allocations Scheme which differs to any material extent from the Model Scheme without the approval of the Partnership Board, it shall be treated as a material breach for the purposes of clause 9.5.1 unless the Partnership Board agrees that the differences in the Allocations Scheme for that Party from the Model Scheme do not materially prejudice the operation of the Project in accordance with the Project Objectives;
 - 5.5.5 ensuring that the collective objectives of the Parties represented by the Project Objectives are realised and implemented as agreed between them from time to time;
 - 5.5.6 providing leadership and encourage adherence to the Partnering Principles set out in this Agreement;
 - 5.5.7 providing an initial forum for the resolution of any disputes between the Parties in connection with this Agreement;

- 5.5.8 exploring how the Partnering Principles set out in this Agreement can be implemented and extended to secure the best value for money in connection with the Project;
 - 5.5.9 considering how, and the mechanism by which, the Parties may work together for the benefit of their collective and individual interests;
 - 5.5.10 authorising the appointment of any advisors by the Lead Authority required to progress the Project;
 - 5.5.11 overseeing the implementation of the Project;
 - 5.5.12 considering the need for, and the benefit of, introducing additional parties to this Agreement and of involving other parties in the Project;
 - 5.5.13 agreeing any changes to the scope of the Project;
 - 5.5.14 determining any limits on the minimum and maximum number of any Parties; and
 - 5.5.15 developing performance targets and/or acceptance criteria in conjunction with the Parties' specialist advisors.
- 5.6 Decisions of the Partnership Board shall be made as set out in Appendix B. For the avoidance of doubt the Partnership Board shall not have delegated authority to make decisions on homelessness issues, decisions on which shall be referred to each Party's internal decision making processes.

6 Designated Officers

- 6.1 Once implementation of the System has been completed:
 - 6.1.1 the Project Manager's role shall come to an end; and
 - 6.1.2 the Project Manager shall be replaced by the Scheme Organiser.
- 6.2 The role of the Project Manager is set out in Appendix A.
- 6.3 The Scheme Organiser shall be appointed by decision of the Partnership Board. The role of the Scheme Organiser is set out in Appendix D.

7 Inputs and Responsibilities

- 7.1 Each Party agrees that it will use its reasonable endeavours to provide its Respective Inputs (as may be added to or otherwise amended from time to time by the Partnership Board) and to

comply with the terms of this Agreement and without prejudice to the generality of the foregoing will make such financial or equivalent provision as may be provided under the terms of this Agreement.

7.2 Each Party:

7.2.1 will co-operate with and give reasonable assistance to each other and the Partnership Board to ensure that the Project Plan is developed in accordance with the Partnering Principles and that the Respective Inputs are properly co-ordinated and delivered efficiently and economically with the intention of successfully achieving the Project Objectives;

7.2.2 shall deliver such information to the Project Manager and/or the Partnership Board as is reasonably required from time to time in order to enable them to fulfil their roles and responsibilities under this Agreement;

7.2.3 shall keep records of actions taken, time spent, performance and such other information relevant to its Respective Inputs and shall make such records available to the Project Manager in sufficient time to enable the Project Manager to provide regular reports to the Partnership Board on progress of the Project (including spend against budget) and in any event as soon as reasonably practicable following a request from the Project Manager to do so;

7.2.4 comply with the law in England relating to public procurement from time to time in force in its involvement with the Project; and

7.2.5 shall provide to the Project Manager or any auditor appointed by the Parties such information as may be required in respect of any audit or inspection carried out in respect of the Project.

7.3 The Project Manager shall have the right at all times to require any Party to deliver up information and documentation relevant to the Respective Input of that Party for the purpose of monitoring the progress of the Project against the Project Plan and the delivery of the Project Objectives.

7.4 In these clauses 7.4 to 7.8, Confidential Information means any information which:

7.4.1 any Party may have or acquire (whether before or after the date of this Agreement) in relation to the customers, suppliers, business, assets or affairs of any other Party relating to the Project;

7.4.2 any Party may have or acquire (whether before or after the date of this Agreement) in relation to the customers, suppliers, business, assets or affairs of another Party relating to the Project, as a consequence of the negotiations relating to this Agreement or any other agreement or document referred to in this Agreement or the performance of the Agreement or any other agreement or document referred to in this Agreement; or

7.4.3 relates to the contents of any adopted business plan, business case or budget relating to the Project.

but excludes the information in clause 7.5.

7.5 Information is not Confidential Information if:

7.5.1 it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of this Agreement;

7.5.2 a Party can establish to the reasonable satisfaction of the other Parties to whom the information belongs that it found out the information from a source not connected with the other Parties and that the source is not under any obligation of confidence in respect of the information;

7.5.3 either Party can establish to the reasonable satisfaction of the other Parties to whom the information belongs that the information was known to the first Party before the date of this Agreement and that it was not under any obligation of confidence in respect of the information; or

7.5.4 the Parties agree in writing that it is not confidential.

7.6 Each Party shall at all times use all reasonable endeavours to keep confidential (and to ensure that its employees, agents, subsidiaries and the employees and agents of such subsidiaries shall keep confidential), any Confidential Information and shall not use or disclose any such Confidential Information except:

7.6.1 to a Party's professional advisers where such disclosure is for a purpose related to the operation of this Agreement and/or the Project;

7.6.2 with the written consent of the Party to whom the Confidential Information belongs or relates;

7.6.3 as may be required by law or by the rules of any recognised stock exchange, or governmental or other regulatory body, when the Party concerned shall, if practicable, supply a copy of the required disclosure to the Parties to whom the

information belongs before it is disclosed and incorporate any amendments or additions reasonably required by the other Parties and which would not thereby prevent the disclosing Party from complying with its legal obligations;

7.6.4 to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned;

7.6.5 if the information comes within the public domain (otherwise than as a result of the breach of these clauses 7.4 to 7.8)

7.7 Each Party shall inform (and shall use all reasonable endeavours to procure that any Subsidiary informs) any officer, employee or agent or any professional adviser advising it in relation to the matters referred to in this Agreement, or to whom it provides Confidential Information, that such information is confidential and shall require them:

7.7.1 to keep it confidential; and

7.7.2 not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement).

7.8 Upon termination of this Agreement, any Party may demand from any other Party the return of any documents containing Confidential Information in relation to the first Party by notice in writing whereupon the second Party shall (and shall use all reasonable endeavours to ensure that its subsidiaries, and its officers and employees and those of its subsidiaries shall):

7.8.1 return such documents; and

7.8.2 destroy any copies of such documents and any other document or other record reproducing, containing or made from or with reference to the Confidential Information,

save, in each case, for any submission to or filings with governmental, tax or regulatory authorities. Such return or destruction shall take place as soon as practicable after the receipt of any such notice.

7.9 .

7.10 The Parties acknowledge that they all are or may be subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (**Information Legislation**). The Parties shall use reasonable endeavours to assist, within the timescale specified by a Party in receipt of a request for information under the Information Legislation (“the receiving Party”), the receiving Party in responding to any requests for information under that legislation to include the provision of any and all documents that the receiving Party

considers reasonably necessary to enable it to respond to the information request. Where any Party is in receipt of an request for information relating to the Project then it shall, where practicable, share such request with the other Parties and consult with them on the response. For the avoidance of doubt, the decision as to what, if any, information to disclose under the Information Legislation shall sit with the Party in receipt of the request (where that Party is subject to the relevant Information Legislation).

- 7.11 The Parties shall use reasonable endeavours to assist the Local Authorities in complying with any and all transparency obligations relating to the Project including without limitation compliance with the Local Government Transparency Code 2015 and any successor codes, policies or guidance.
- 7.12 The Parties shall each use reasonable endeavours to assist the other Parties in responding to any inquiry or investigation relating to the Project of/by a relevant ombudsman and/or any regulatory body to which the Party is subject to.
- 7.13 The obligations of the Parties in clauses 7.4 to 7.12 shall continue without limit in time and notwithstanding termination of this Agreement for any cause.

8 Duration

- 8.1 This Agreement shall come into effect on the Commencement Date and shall continue in full force and effect (subject to the withdrawal or expulsion of any Party in accordance with clause 9) so long as at least two Parties remain a party to it.

9 Withdrawal and Termination

- 9.1 Between the Commencement Date and completion of the Approved Contract, a Party may withdraw from this Agreement by giving one month's notice to the Project Manager. If the withdrawing Party has not yet paid the entirety of its agreed contribution as set out in Schedule 2 column 5 then it shall pay the other Parties such shortfall immediately.
- 9.2 After completion of the Approved Contract but before completion of implementation to the timescale agreed in clause 6.6 of the Approved Contract, a Party may withdraw from this Agreement by giving one month's notice to the Project Manager. The withdrawing Party shall reimburse the other Parties for its Respective Share of capital and revenue costs incurred (as set out in Schedule 2) up to the date of expiry of the notice given pursuant to this clause 9.1, together with all and any costs incurred as a result of its withdrawal.

- 9.3 After completion of implementation to the timescale agreed in clause 6.6 of the Approved Contract a Party may withdraw from this Agreement by giving six months' notice to the Project Manager and to the Partnership Board. The withdrawing Party shall pay to the other Parties its Respective Share of that financial year's revenue costs as set out in column four of Schedule 2, together with all and any costs incurred as a result of its withdrawal.
- 9.4 Once 5 years have elapsed after the Commencement Date, a Party may terminate on one month's notice to the Partnership Board without obligation to make further payment (without prejudice to its liability for any costs that may have already arisen before such notice was served).
- 9.5 The Parties may by majority agreement serve 14 days' notice a Party requiring it to withdraw from this Agreement (such requirement being set out in a written notice sent by the Project Manager or the Lead Authority to that Party following such majority agreement being relayed by the other Parties to the Project Manager or Lead Authority as the case may be) in the event that:
- 9.5.1 a Party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 Business Days, (or such other reasonable time as the Partnership Board may agree in writing) after being requested by all the other Parties to do so. For the purposes of this clause 9.5.1, a breach is a material breach if at least 80% of those present at a meeting of the Partnership Board (excluding the vote of the Party Representative of the Party committing the breach) acting reasonably, agree that it is a material breach; or
 - 9.5.2 a Party is subject to a reorganisation and/or its constitution alters to such an extent that a majority of the other Parties determine that that Party's continued involvement in the Project is impracticable or undesirable; or
 - 9.5.3 a Party ceases to exist (excluding as a result of merger, de-merger or other corporate re-organisation – whereby a new entity shall take the Party's place) or steps are taken to wind it up;
 - 9.5.4 a Party has any director or senior manager involved in the Project convicted of dishonesty;

whereupon that Party shall be deemed to have withdrawn from the Project.

10 Consequences of withdrawal or termination

- 10.1 On the withdrawal or termination of any Party the Respective Shares set out in Schedule 2 shall be recalculated and such recalculations shall come into effect on the date of the expiry of the notice given to withdraw or retire.
- 10.2 The Party who withdraws or is removed from this Agreement will be released from its obligations to make any further financial contributions to the Project arising after the date of withdrawal or removal but must pay all contributions already identified and notified to the Party by the Partnership Board (as at the date notice was given by either the withdrawing Party or the Partnership Board) which are due on any date up to the date of withdrawal or removal.
- 10.3 If any Party gives notice of withdrawal or is expelled, then this Agreement shall continue in full force as between the Parties excluding the Party withdrawing or being expelled. Every Party except the Party withdrawing or being expelled will immediately consult with each other and use their reasonable endeavours to agree the most appropriate alternative arrangements for implementing any changes which may be appropriate as a result of the withdrawal or expulsion of that Party to enable the project to continue on a fair and equitable basis as between the remaining Parties. For the avoidance of doubt, a Party withdrawing from this Agreement shall not be prevented from negotiating and entering into a separate agreement with the Contractor.
- 10.4 A Party withdrawing from the Project pursuant to clause 9.5 (other than clause 9.5.2) shall, (subject as otherwise provided in clause 10.4 from the effective date of its withdrawal) be released from its obligation to make contributions or financial provision to the Project arising after the date of its withdrawal, other than as set out (if relevant) in clauses 9.1, 9.2 and 9.3. Should any of the Parties withdraw from the arrangements under this Agreement pursuant to the provisions of clause 9.5.2 then such Party shall not be released from the obligation to make contributions or financial provision or to carry out its Respective Inputs (as identified prior to such withdrawal) which obligations shall continue in full force and effect as if such withdrawal had not taken place.
- 10.5 A Party withdrawing from the arrangements under this Agreement shall not be released by clause 10.4 from any such obligation which arises out of the performance of this Agreement prior to the effective date of such notice of withdrawal and such Party shall remain liable to contribute in accordance with the other provisions of this Agreement as if the withdrawal did not take place (including without limitation the obligation to contribute towards any financial liability arising before or after the date of such withdrawal in respect of any Approved

Contracts entered into or Approved Actions taken prior to effective date of such notice of withdrawal).

- 10.6 If the Lead Authority ceases to be a Party, the other Parties shall agree between themselves as to which Party shall become the Lead Authority. Clause 4.7 shall apply to the transfer of the obligations of the Lead Authority.

11 Liabilities

- 11.1 Each of the Parties will contribute towards any costs, claims, liabilities, damages, expenses or losses incurred in connection with or pursuant to any Approved Contract or Approved Action (to the extent not recoverable from the Funds) in the proportions agreed between the Parties (or in the absence of agreement in the Respective Shares unless such Approved Contract and/or Approved Action is an Excepted Item).

- 11.2 Each of the Parties will in respect of any Approved Contract or Approved Action, indemnify each other to the extent necessary so that each Party shall be liable to contribute to any costs, claims, losses, expenses, damages and liabilities incurred in respect of such Approved Contract or Approved Action in the proportion agreed beforehand between the Parties (or in the absence of any agreement in proportion to its Respective Share) PROVIDED THAT:

11.2.1 such indemnity shall not extend to costs, claims, losses, expenses, damages or liabilities incurred by reason or in consequence of any fraudulent or wilful act or omission of any other Party (“the **Defaulting Party**”); and

11.2.2 where costs, claims, losses, expenses or liabilities are incurred by any Party in the circumstances outlined in clause 11.2.1 then the Defaulting Party shall indemnify the Party incurring such items.

- 11.3 Each of the Parties will contribute towards any costs expenses, liabilities losses or damages incurred by the Lead Authority (to the extent not recoverable from the Funds) in connection with the performance of its role provided it acts in good faith (such costs including those identified as or calculated in accordance with Approved Contract entered into by the Lead Authority on behalf of the other Parties or Approved Action taken by the Lead Authority together with any liabilities which the Lead Authority may incur in respect of the performance of its role) in proportion to the Respective Shares. For the avoidance of doubt, Partnership Board approval is required for any expenditure not budgeted for within the Funds.
- 11.4 If any of the Parties fail to pay the amount due pursuant to their Relevant Inputs or this clause 11 by the due date the same shall become a debt from such Party or Parties and may bear interest until payment at the rate of 1% per annum above the base rate of the Bank of England

during the period in respect of which the payment of the said amount is in arrears. Where the amount is due to the Lead Authority to enable it to discharge payment obligations under the Approved Contract or any contract entered into pursuant to Approved Action, then the interest chargeable so be equivalent to that charged under the Approved Contract or other contract for late payment.

11.5 The due date for any payment or contribution under this Agreement shall be as follows:

11.5.1 in respect of a contribution pursuant to clause 11.1, within 30 days of a proper invoice from the relevant Party provided the cost, expenditure or loss to which the contribution is required has actually been incurred (and, where relevant, paid) and the Parties have agreed or it has otherwise been determined that they would not be recoverable from the Funds;

11.5.2 in respect of a contribution pursuant to clause 11.3 within 30 days of a proper invoice from the Lead Authority relating to the costs and expenses of the Lead Authority in providing administrative support for the preceding month or greater period;

11.5.3 in respect of any other contribution required pursuant to this Agreement within 30 days of a proper invoice issued by the relevant Party following agreement of the level of contribution required by each of the other Parties (or as otherwise determined) in accordance with this Agreement.

11.6 Each Party acknowledges and agrees that the Lead Authority shall not (subject to clause 11.7) be liable to it (and it shall be deemed to have waived any right or entitlement against the Lead Authority in respect of any costs, losses, liabilities, claims expenses or damages which it suffers or incurs including but not limited to any contribution required to be made pursuant to clause 11) as a result of any action taken by the Lead Authority in good faith in exercising its role in accordance with this Agreement. Each Party for the purpose of perfecting the intention of this clause 11.6 and not further hereby covenants to indemnify the Lead Authority against any such costs losses expenses or damages which it would but for the provisions of this clause 11.6 have been able to recover from the Lead Authority.

11.7 Nothing set out in this Agreement shall exclude any liability which a Party would otherwise have to any other Party in respect of any fraudulent misrepresentation or in respect of any death or personal injury caused by that Party's negligence.

12 Warranties

12.1 Each Party warrants to each of the others that:

12.1.1 it has full power and authority to enter into this Agreement and has and will continue to have full power and authority to perform its obligations under this Agreement, and that its entry into and performance of this Agreement does not and will not infringe the rights of any third party or cause it to be in breach of any obligations to any third party; and

12.1.2 all information, data and materials provided by it to the other Parties will be, to the best of its knowledge, accurate and complete in all material respects, and it is entitled to provide the same to the other Parties without the approval or consent to any third party.

13 Respective Inputs

13.1 The Parties agree:

13.1.1 to provide such non-monetary resources and assistance (including staff time) to the Project as shall be reasonably determined as being required by the Partnership Board from time to time to ensure the successful implementation and future running of the Project;

13.1.2 to fulfil their obligations under this Agreement; and

13.1.3 to co-operate and use their reasonable endeavours to ensure that high and effective standards of quality assurance on all aspects of the Project are established, generally understood and consistently maintained and observed;

13.1.4 to share data (including Personal Data) relating to the Project with each other where reasonably necessary, provided always that sharing such data shall does not breach Data Protection Legislation;

13.1.5 to comply with the Data Protection Legislation as it applies to them and to comply with and adhere to the Joint Controller Agreement relating to the use of Personal Data within the Scheme.

14 Additional parties

14.1 The Partnership Board will be responsible for assessing the **need or desirability** for additional parties. In the event that a Party identifies the need for an additional party, or a Party is approached by anyone interested in becoming a Party, that Party will refer the matter to the Partnership Board for assessment and consideration.

- 14.2 The Partnership Board or any Party may recommend that any third party should become a Party to this Agreement.
- 14.3 A third party will only become a Party to this Agreement if all Parties agree to the addition of the third party, AND the third party:
- 14.3.1 executes all documents required by the Parties to secure the relevant obligations and responsibilities of such person or body in similar terms to the other Parties by virtue of this Agreement;
 - 14.3.2 agrees to the aims and objectives of the Project;
 - 14.3.3 accepts the financial formula used under this Agreement to apportion costs;
 - 14.3.4 agrees to any additional costs required to be met as a 'one off' payment on joining (if any); and
 - 14.3.5 agrees to be bound by the terms of this Agreement.
- 14.4 Any Party is permitted to assign or novate this Agreement to any statutory or other successor (including as a result of merger or de-merger).

15 Notices

- 15.1 Any notice given to a Party under or in connection with this Agreement shall be in writing marked for the attention of the person identified at Schedule 3 or as otherwise notified by a Party and shall be:
- 15.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at the address set out at the beginning of this Agreement for the Party; or
 - 15.1.2 sent by fax to its main fax number or sent by email to the address specified in Schedule 3 or as otherwise notified by a Party.
- 15.2 Any notice shall be deemed to have been received:
- 15.2.1 if delivered by hand, at the time the notice is left at the proper address;
 - 15.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - 15.2.3 if sent by fax or email, at the time of transmission, or if this time falls outside working hours in the place of receipt, when working hours resume. In this clause 15.2.3, working hours means 9.00am to 5.00pm on a Business Day.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.4 .

16 Disputes

16.1 In the event of any dispute or difference arising between the Parties as to the construction or application of this Agreement or as to any issue arising thereunder the Parties shall initially seek to resolve such issue through discussion of the Party Representatives at the Partnership Board.

16.2 If the Party Representatives are unable to resolve the dispute in accordance with clause 16.1 within Business Days of the first meeting of the Partnership Board that discusses the dispute, the Parties shall convene a special meeting to seek to resolve the issue at which each Party will be represented by a Senior Officer who is not a Party Representative.

16.3 If the Senior Officers are for any reason unable to resolve the dispute within Business Days of the special meeting being held, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (“**ADR notice**”) to the other Parties to the dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than Business Days after the date of the ADR notice.

16.4 Provided that the right to issue proceedings is not prejudiced by a delay, the Parties shall only have recourse to legal proceedings in respect of a dispute in the event of the failure to resolve the dispute in accordance with clauses 16.1 to 16.3.

17 Third Parties Rights

17.1 To the extent that any provision of this Agreement is capable of being legally enforced the Parties to this Agreement confirm and agree that they do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999.

18 No Partnership or Agency

18.1 No provision of this Agreement shall be construed as a delegation by any of the Parties of any of their respective functions or authority to the Partnership Board or to any other Party unless the contrary is stated herein.

18.2 Except as specifically set out herein, no Party shall:

18.2.1 have any right, authority or power to act on behalf of any other Party nor to bind any other Party by contract or otherwise nor to undertake any liability or obligation on behalf of or to pledge the credit of any other Party;

18.2.2 hold itself out as having authority or power to bind any other Party in any way by virtue of this Agreement.

except to the extent expressly permitted in respect of a Relevant Input.

18.3 Each Party is independent from the others and nothing contained in this Agreement shall be construed as implying that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee.

19 Statutory Powers

19.1 Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of each of the Parties in the exercise of their respective statutory functions as may be amended supplemented or increased from time to time and the rights powers duties and obligations of each of the Parties pursuant to their respective statutory functions may be as fully and effectually exercised as if this Agreement had not been made.

20 Provision to Survive

All provisions of this Agreement which are expressly or by implication intended to survive and apply following expiry or termination of this Agreement including clauses 9, 10.1, 11, 21, 24 [*and others to be listed*] shall survive and shall continue in full force and effect notwithstanding such expiry or termination.

21 Governing law

21.1 This Agreement is made and shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the jurisdiction of the English Courts.

21.2 If any conflict shall arise between the provisions of this Agreement and the law relating to local government in England the latter shall prevail.

22 Waiver

22.1 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23 Severability

- 23.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 23.2 If any provision or part-provision of this agreement is deemed deleted under clause 23.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 Entire agreement and variation

- 24.1 This Agreement and the documents referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this Agreement.
- 24.3 Save as expressly stated otherwise in this Agreement, this Agreement may only be varied with the agreement of all of the Parties and such variation must be recorded in writing and signed by each Party. Signature of variations may be by authenticated electronic means agreed by the Parties.

25 Counterparts

- 25.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Aims and Objectives

Part 1 Partnering Principles

- 1 That each Party agrees to collaborate and work together with the intention of successfully delivering and operating the Scheme.
- 2 That each Party will co-operate with and give reasonable assistance to each other to provide information and inputs efficiently and economically into the Scheme as is required to successfully develop and operate the Scheme.
- 3 That each Party will ensure that its Party Representative complies with the principles of the Project in order to achieve the Project's objectives.
- 4 That each Party will provide to the Partnership Board or any auditor appointed by the Partnership Board any information that is required in respect of any audit or inspection carried out in relation to the Scheme.
- 5 That each Party will provide information and documentation relevant to their operation of the Scheme for the purposes of monitoring the progress and operation of the Scheme against agreed objectives.

Part 2 Project Objectives

The agreed key objectives of the Project are to:

- 1 Provide an integrated Allocations Scheme which promotes and enables persons applying for housing to make an informed choice as to the location, tenure and type of housing they need.
- 2 Meet the legal requirements for the allocation of social housing as set out in the following legislation (and any successor legislation) and any statutory instruments issued under such legislation:
 - (a) The Housing Act 1996, Part 6 as amended by Localism Act 2011 (England)
 - (b) The Housing Act 1996, Part 7 as amended by the Homelessness Reduction Act 2017
 - (c) Allocation of Accommodation: Guidance for Local Housing Authorities in England (2012, DCLG) “the Code”;

- (d) Providing social housing for local people: Statutory guidance on social housing allocations for local authorities in England (DCLG, December 2013) **“Supplementary Code”**.

- 3 Provide an Allocations Scheme that is easily understood and accessible to all residents irrespective of tenure.
- 4 Provide an Allocations Scheme that does not discriminate against any customer, either directly or indirectly.
- 5 Consult with all relevant groups throughout the development of the Allocations Scheme.
- 6 Develop an Allocations Scheme that improves access to and support for vulnerable customers.
- 7 Facilitate sub-regional mobility regardless of tenure
- 8 Ensure a more effective use of housing stock across the sub-region
- 9 Provide accurate information on housing supply and demand to help inform future housing strategies and investment decisions
- 10 Generate efficiencies within the allocation process.
- 11 Develop effective partnerships within all sectors and agencies of the sub-region
- 12 Facilitate the creation of more sustainable tenancies and more settled communities.
- 13 To work together as a partnership to improve and develop the choice based lettings service for the benefit of local communities.
- 14 The [CBL policy] is regularly monitored and updated in line with statutory changes.
- 15 To have an up to date IT system in place for the delivery of the Scheme which is regularly updated in line with Data Protection Legislation, the governance requirements of the Parties relating to information sharing, system changes, the Contract and statutory changes.

Part 3 Aims of the Project

In developing the Project, the Parties have agreed the following aims:

- 1 Prevent homelessness from occurring, assist in the relief of homelessness and to enable the Parties to work together to eradicate rough sleeping.
- 2 To enable the Local Authorities to discharge their duties towards homeless people and those in need of social housing.
- 3 To enable the Social Housing Providers to discharge their duty to co-operate with the Local Authorities in discharging their duties outlined in paragraph 2.
- 4 To reduce the use of temporary accommodation for homeless applicants and to assist with prevention by making customers aware of their potential housing choices.
- 5 To increase the availability of move-on accommodation to prevent 'blockages' in supported housing accommodation
- 6 To ensure a lettings service that embraces equality and diversity by being open and fully accessible to all individuals and to provide support to more vulnerable customers where required.
- 7 To improve the means by which local people in Cumbria gain access to social rented housing by providing a modern and easy to understand Allocation Scheme which allows choice and is fair, transparent and accountable.
- 8 To make the best use of the housing stock within the Scheme.
- 9 To increase mobility by making a certain percentage (as determined by the Allocations Scheme) of all properties for applicants within the sub region who have no local connection to a particular Local Authority area..
- 10 To attract new customers to areas of low demand and reduce void times on 'hard to let' properties where this is in line with the Allocations Scheme..

Part 4 Procurement and Contract Management Objectives

The procurement objectives are to implement and deliver the Project within the administrative areas of the Parties and to:

- 1 develop and implement a strategy for the procurement, award and management of the Contract for the provision of the Services, including but not limited to approving applicable

specifications, terms to be included in tender documentation, approving evaluation criteria and giving final approval.

- 2 carry out such procurement in timescales which fully reflect and take account of all relevant government policy and targets and any other legislative and practical imperatives.
- 3 carry out such procurement in a way which maximises value for money and efficiency and generates credible competitive bids capable of delivering the Project Objectives.
- 4 seek to adopt arrangements, structures and procedures in respect of the procurement process, procurement decisions and contract management of the Contract which:
 - (a) minimise the cost of the Services to each Party;
 - (b) shares risk and reward between the Parties in an equitable and fair way;
 - (c) are transparent, auditable and based on recognised accountability;
 - (d) are efficient and capable of being understood and recognised by contractors and third parties;
 - (e) recognise and respect limits on availability of resources and the legal, managerial, financial and political constraints affecting each Party.
- 5 seek a solution through the procurement process which best delivers the Project Objectives and so far as is practicable is in the best interests of each of the Parties.
- 6 ensure that at all times each Party has appropriate information and advice to make fully informed decisions.
- 7 effectively contract manage the Contract, the delivery of the Services and the Contractor through the Lead Authority in accordance with the Contract and the strategic direction agreed by the Parties collectively (including through the Partnership Board).

Schedule 2 Costs and Funding

- 1 The funding for the procurement and in relation to the negotiation, preparation and implementation of the Project and any new Contract for the Services (including capital costs arising from the procurement/implementation) shall consist of the agreed contributions from the Parties as agreed between them as set out in the fifth column below.
- 2 Where revenue costs are incurred in respect of the operation of the Project and/or the Contract then:
- (a) where these relate to delivery to a particular Party, that Party shall be responsible for the entirety of the revenue cost; and
 - (b) where these relate generally to the Project and the Contract, then they shall be shared in accordance with the percentage set out in Column 4 below.

Column 1	Column 2	Column 3	Column 4	Column 5
Party	Population/ Properties	Share of capital costs	Share of revenue costs	Initial agreed contribution
The Council of the City of Carlisle	103,300	8.35%	0	£17,356.16
Copeland Borough Council	70,600	5.70%	0	£11,862.00
South Lakeland District Council	102,400	8.27%	0	£17,204.95
Eden District Council	52,000	4.20%	0	£8,736.89
Allerdale Borough Council	95,000	7.68%	0	£10,000.00
Barrow in Furness Borough Council	71,800	5.80%	0	£12,367.13

Local Authority SUBTOTAL	494,800	40%	0	£77,527.13
Home Group Limited	9884	19.53%	32.54%	£22,081.72
Castles & Coasts Housing Association Limited	1340	8.71%	14.52%	£13,211.21
Eden Housing Association Limited	1500	2.96%	4.94%	£13,377.32
South Lakes Housing Limited	3226	6.37%	10.62%	£15,169.28
The Riverside Group Limited	6200	12.25%	20.41%	£18,256.93
Impact Housing	1942	3.84%	6.39%	£13,836.21
Barrow in Furness Borough Council	2711	5.35%	8.93%	£2,844.87
Accent Housing Limited	500	0.99%	1.65%	£10,000.00
Housing Authority SUBTOTAL	30,373	60%	100%	£123,784.86
TOTAL		100%	100%	£201,311.99

- 3 Partnership Board For the duration of this Agreement and the Project, the Parties agree to the apportionment of any ongoing costs which the Partnership Board considers necessary (having been agreed by an unanimous vote, in line with Appendix B Procedures of the Partnership Board) from time to time in the relevant proportions for capital and revenue costs set out above save where the additional ongoing costs relates to a specific Party or Parties in which case that Party/Parties shall be responsible for the entirety of the cost.. In the event that a Party or Parties refuse to provide such additional financial support (as having previously been agreed by unanimous vote by the Partnership Board, in line with Appendix B Procedures of the Partnership Board) the Partnership Board shall either determine that the Party or Parties

shall be deemed to have withdrawn from this Agreement or that this Agreement should be terminated.

- 4 The Parties will each pay their own costs and expenses incurred in relation to the on-going licensing, maintenance and management of the Services once the System has been implemented.
- 5 Every three years with effect from the anniversary of the Commencement Date the amount of properties held by each Party shall be recalculated and the Parties' responsibility for ongoing costs (as set out in the third column above) shall be amended accordingly.

DRAFT

Schedule 3 Communications and Notices

SLDC

Name: []

E-mail: []

Phone: []

CCC

Name: []

E-mail: []

Phone: []

CBC

Name: []

E-mail: []

Phone: []

EDC

Name: []

E-mail: []

Phone: []

ABC

Name: [Andrea Smith]

E-mail: [andrea.smith@allerdale.gov.uk]

Phone: [01900 702565]

BBC

Name: []

E-mail: []

Phone: []

HGL

Name: []

E-mail: []

Phone: []

CCHA

Name: []

E-mail: []

Phone: []

EHA

Name: []

E-mail: []

Phone: []

SLH Name: []

E-mail: []

Phone: []

RGL

Name: []

Phone: []

E-mail: []

AHL

Phone: []

Name: []

Impact Housing

E-mail: []

Name: []

Phone: []

E-mail: []

DRAFT

IN WITNESS whereof the Parties have signed this agreement the day and year set out above

The Common Seal of)¹
SOUTH LAKELAND DISTRICT COUNCIL)
was hereunto affixed to this Agreement in the)
presence of:)

The Common Seal of)
THE COUNCIL OF THE CITY OF)
CARLISLE was hereunto affixed to this)
Agreement in the presence of:)

The Common Seal of)
COPELAND BOROUGH COUNCIL)
was hereunto affixed to this Agreement in the)
presence of:)

The Common Seal of)
EDEN DISTRICT COUNCIL)
was hereunto affixed to this Agreement in the)
presence of:)

The Common Seal of)
ALLERDALE BOROUGH COUNCIL)
was hereunto affixed to this Agreement in the)
presence of:)

The Common Seal of)
BARROW IN FURNESS BOROUGH)
COUNCIL)
was hereunto affixed to this Agreement in the)
presence of:)

Signed by _____ for and)
on behalf of **South Lakes Housing Limited**)

.....
Director

¹ Do we need to affix seals if this is an agreement rather than a deed?

Signed by _____ for and)
on behalf of **Home Group Limited**)

.....
Director

Signed by _____ for and)
on behalf of **Eden Housing Association Limited**)

.....
Director

Signed by _____ for and)
on behalf of **The Riverside Group Limited**)

.....
Director

Signed by _____ for and)
on behalf of **Home Group Limited**)

.....
Director

Signed by _____ for and)
on behalf of **Castles & Coasts Housing Association Limited**)
.....
Director

Signed by _____ for and)
on behalf of **Impact Housing Association Limited**)

.....
Director

Signed by _____ for and)
on behalf of **Accent Foundation Limited**)

.....
Director

Appendix A Project Plan

The initial project plan is as follows:

(All dates to be reviewed)

Milestone	Start	Finish
Specify IT requirements		March
Sign Partnering Agreement		End April
Finalise Approved Contract documentation	Mid April	Early May
Sign Approved Contract		Mid May
Finalise Cumbria Choice Allocation Policy		07.05.2010
Agree and sign off application form		Early May
Begin Implementation of ICT	Mid/Late May	
Cumbria Choice Allocations Policy agreed at committees/Boards	Early May	End June
Data governance polices/Joint Controller Agreement		

Appendix B Procedures Of The Partnership Board

Method of working

1. The Partnership Board will establish for itself its method of operation, including internal management structures, processes and procedures but will recognise the need to operate with diligence and skill and the need for structured dialogue between the Party Representatives.

Membership and voting

2. Each of the Parties may appoint and from time to time remove and replace a Party Representative to represent it on the Partnership Board. The Chair of the Partnership Board shall be drawn from the Party Representatives. The Parties agree that the Chair of the Partnership Board shall rotate on an annual basis and the rotation is set out at Appendix D. Where the Chair of the Partnership Board is not present, then the Party Representative attending who is next in rotation shall be the Chair for the meeting. The Party Representatives may agree to alter the rotation at Appendix D. A maximum of one additional individual from each Party may attend Partnership Board meetings for the purposes of continuity during absences, but such additional representatives shall not have a vote.
3. Unless otherwise agreed, each Party Representative will have one vote in respect of matters to be determined by the Partnership Board.
4. A Party shall immediately lose its voting rights if it withdraws from this Agreement or is expelled under clause 9.
5. A party may cast a vote at a meeting at which it will not be present by emailing its vote to the Project Manager prior to the commencement of the meeting. This vote shall not count towards any quorum.

Meetings

6. The Partnership Board shall meet at a minimum of every six calendar weeks provided that the Partnership Board may:
 - 6.1. by unanimous decision alter the minimum frequency of meetings; and
 - 6.2. by [majority decision] agree to meet at such other intervals as may be required.
7. The Lead Authority may call a Partnership Board meeting at any time on seven clear Business Days' notice to the other Parties save where urgency requires a shorter period of notice..

8. Meetings of the Partnership Board will be held at any one of the Parties' premises or elsewhere as agreed from time to time by the Partnership Board.
9. Meetings shall be administered by the Project Manager .
10. If decisions are required prior to the next scheduled meeting of the Partnership Board and/or it is not possible to call Partnership Board meeting in person or by electronic means, then Project Manager will forward (including by electronic means) the necessary information to members of the Partnership Board individually and request that they confirm approval to any recommendations in writing within [] of Business Days of receipt or such shorter period as may be justified due to reasons of urgency. Where a Party, through their Party Representative, does not respond by the deadline then the Party shall not be deemed to have voted in favour of the recommendations. At least the number and type of Parties required for a quorum under paragraph 17 must participate otherwise the written resolution will fail and be deemed not to have been passed.
11. An agenda for each meeting of the Partnership Board will be circulated by the Project Manager to each Party Representative at least five Business Days before each meeting save in cases of urgency where a meeting is called on less than five Business Days' notice.
12. The Party Representatives on the Partnership Board will endeavour to agree the form of any report or recommendations to be made to the Parties for approval or adoption in connection with the Project Plan and/or the achievement of the Project Objectives and/or Project Targets. Such recommendations may include any recommendation for the setting up of other advisory or consultative groups to consider, advise and report upon any matter pertinent to the Project.
13. The Partnership Board shall regularly consider and identify the following issues:
 - progress in connection with the Project Targets, Project Objectives and the development of the Project Plan;
 - any action or decision to be taken by any of the Parties to enable the Project Plan to be developed so as to achieve the Project Targets and the Project Objectives;
 - proposed actions to be taken to rectify any prospective shortfall in meeting the Project Targets or any failure to meet the Project Objectives;
 - delivery of the Respective Inputs; and
 - regular review of budgets and financing.

Convening of Meetings

14. The meetings of the Partnership Board shall where practicable be convened on the date agreed by those present at the last meeting (and identified in the minutes circulated in accordance with paragraph 10) but otherwise shall be convened by the Lead Authority by delivering notice in writing to each Party at least seven clear Business Days before the day of the meeting.
15. **A meeting of the Partnership Board shall be rescheduled if three or more Parties request it AND a strategic decision is to be made which relates to a major change in policy or strategy.**
The Designated Officer shall arrange for the meeting to be rescheduled within 10 clear Business Days of the original meeting and shall deliver a revised notice to each Party at least seven clear Business Days before the rescheduled meeting.
16. A meeting of the Partnership Board may also consist of a conference between the Party Representatives who are not all in one place but each of which is able to speak to each other directly or by telephone or video conferencing and to be heard by each other simultaneously. A Party Representative taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be included in the quorum.

Quorum of Meetings

17. Each meeting of the Partnership Board will need a quorum before any business can be undertaken and before any decision is made. Unless otherwise agreed in writing by each Party, a Party Representative from any five Parties (which must include the Party Representative of the Lead Authority) will constitute a quorum.
18. In the event of an inquorate meeting, the Project Manager will email each of the Party Representatives or substitute within five Business Days of the date of the meeting with details of the matters that were intended to be discussed and the proposed recommendations. Paragraph 10 shall apply.

Attendance by others

19. Provided each of the Parties agrees, a person invited by any Party may attend any meeting of the Partnership Board to speak at that meeting or otherwise advise or provide information (as appropriate) in relation to the Project, but such person's attendance and participation shall be limited to that which is agreed by each of the Parties in respect of the meeting to which that person has been invited to attend.

Minutes of Meetings and Written Resolutions

20. An appropriate record of each meeting of the Partnership Board will be produced and circulated by the Project Manager to each Party Representative within five Business Days after that meeting and the approval of that record will be an item on the agenda at the next Partnership Board meeting. Any record of all written resolutions passed in accordance with paragraph 10 shall be produced and circulated by the Project Manager to each Party Representative within five Business Days of the passing of the resolution.

Decision Making

21. Except where expressly stated otherwise in this Agreement, decisions shall be made by a simple majority (50%+) of the Party Representatives attending and voting (or participating in the written resolution). In the event of deadlock, the Chair of the Partnership Board will not have a casting vote. The views of all Parties on all matters shall however be recorded in the notes of the meeting and reported back to each of the Parties for consideration and if appropriate, decision and action (pursuant to each Party's respective lawful powers).
22. The following decisions shall require:
- 22.1. a special majority of 80% of the Party Representatives attending and voting (or participating in the written resolution:
- 22.1.1.
- 22.2. the unanimous approval of all Party Representatives:
- 22.2.1. any decision which will require new funding to be made available by any of the Parties;
- 22.2.2. []

Appendix C Project Manager

The role of the Project Manager is:

- 1 To develop and implement the Project in accordance with the scope and aims of the Project, adhering to the requirements set out in a Project Initiation Document and within the budget agreed by the Partnership Board.
- 2 To deliver the Project on time and within budget, providing practical advice to the partners, identifying the key decisions required, facilitating the Partnership Board and related meetings and providing information to partners in relation to national and local developments in CBL.
- 3 Whenever the Project Manager identifies a problem, or is advised of a problem affecting the development and/or delivery of the project to refer the matter to the Partnership Board. The Project Manager will need to describe the problem, its underlying causes, potential impact and proposed corrective action.
- 4 Whenever the Project Manager identifies a problem, or is advised of a problem affecting the development and/or the delivery of the Project, he will refer the matter to the Chair of the Partnership Board. The Project Manager should describe the problem, its underlying causes, potential impact and proposed corrective action.
- 5 The Parties authorise the Project Manager to carry out the following tasks and functions:
 - (a) to do all things reasonably necessary to implement the Project provided that such tasks are carried out in accordance with the requirement of this Agreement and within budgets agreed by the Partnership Board;
 - (b) to forward appropriate invoices for payment by the Lead Authority;
 - (c) to maintain and monitor the Project budget with the assistance of a finance officer from Home Group Limited; and
 - (d) to report on the project budget to the Partnership Board and Party Representatives (who shall in turn report back to each Party).

Appendix D Scheme Administrator

The role of the Scheme Administrator will be:

- 1 To co-ordinate and record meetings of the Partnership Board.
- 2 To monitor the scheme in line with the targets set by the Partnership Board.
- 3 To liaise with the Approved Contractor as required, this would include system upgrades and attendance at ICT user group meetings as required.
- 4 To undertake development of the project as allowed by the number of hours allocated to the post. Where such work is not possible to co-ordinate the work through the involvement of the partner organisations.
- 5 To keep the Partnership Board advised of any potential issues and concerns in regards to the operations of the scheme.
- 6 To keep the Partnership Board advised of the scheme budget and any potential increases/decreases in costs to partner organisations.