

## MEMORANDUM OF AGREEMENT

### 1. Parties

- i) Copeland Borough Council whose office is at The Copeland Centre, Catherine Street, Whitehaven, CA28 7NJ
- ii) ..... whose office is at .....

### 2. Background

- i) On ..... the North West Development Agency approved a ..... Market Town Initiative bid submitted by the ..... which is a partnership of community and other interests concerned with the general promotion and advancement of the economic, social and environmental wellbeing of the Wards of .....
- ii) The Northwest Development Agency has required the .... to nominate an Accountable Body for the purpose of taking responsibility for the receipt and use of grants made under the Scheme and for the realisation of the Delivery Plan for the Scheme.
- iii) The ..... has duly nominated Copeland Borough Council as the Accountable Body.
- iv) The Accountable Body has duly entered into the necessary funding agreement with North West Development Agency.

### 3. Definitions

The following terms shall have the following meanings:

- 1) **Commencement Date :**
- 2) **Expiry Date :**
- 3) **Delivery Plan :** The Performance Plan produced annually by the .....Partnership and setting out in detail what the Scheme intends to achieve and at what cost including the Scheme's partnership arrangements descriptions of existing and planned local conditions the quantifiable and non-quantifiable results which it is proposed to deliver and the funding required.
- 4) **Forward Strategy :** The arrangements to continue the process of regeneration and development after funding from the Single Programme Fund stops.

- 5) **Outputs :** The physical products or measurable results of projects eg number of jobs created.
- 6) **Projects :** A single activity which will deliver specified outputs.
- 7) **Project Appraisals :** A process of assessing the merits of a project to make sure it is worthwhile and gives value for money.
- 8) **Project Delivery Agent :** The person or organisation directly responsible for delivering one or more of the projects within the Scheme.
- 9) **Scheme :** The overall plans approved at the initial bid and Delivery Plan approval stages and consisting of a number of projects.
- 10) **Term :** The starting on the Commencement Date and ending on the Expiry Date unless earlier determined as provided by this Agreement.
- 11) **Management Information :** Details of appraisals and approvals of projects monitoring and output information certificates, working papers, claim forms, all correspondence and all related documentation whether held in documentary or electronic form.

#### **4. Grants**

- i) The Accountable Body appoints the Partnership to be its agent for the management of the Scheme and the Partnership accepts such Appointment.
- ii) The Accountable Body authorises the partnership to act for it on its behalf and in particular as the Accountable Body's expense to perform any act and do anything referred to in Clause 6.

#### **5. Obligations of the Accountable Body**

The Accountable Body agrees with the Partnership throughout the term:

- i) To ratify all deeds and things properly done by the Partnership in connection with the management of the scheme.
- ii) To pay all expenses properly incurred in the management of the Scheme.
- iii) To employ the Regeneration Manager and administration staff

#### **6. Obligations of the Partnership**

The partnership agrees with the Accountable Body throughout the Term:

- 1) To manage the Scheme diligently and in a businesslike manner on behalf of the Accountable Body.
- 2) Generally to keep the Scheme under review to roll it forward on an annual basis and to assist with the preparation of the forward strategy.
- 3) To appraise and approve projects and the project delivery agents.
- 4) To put in place a system of contracts and service level agreements between the Accountable Body and project delivery agents to monitor such and to measure the outputs.
- 5) To determine the allocation of available funds to approved projects and to certify the payment of such funds subject to appropriate monitoring and satisfactory performance.
- 6) To establish minimum policies for equal opportunities health and safety environmental issues complaints and other such matters, which project delivery, agents will be required to observe.
- 7) To keep the whole project programme under review and any matters relevant to the successful implementation of the Scheme including links to other initiatives and to reflect these in the Scheme reviews and observations to Workington Regeneration project delivery agents and others.
- 8) To prepare and submit to the Accountable Body a budget of expenses for such periods as the Accountable Body may require.
- 9) To allow representatives of the Accountable Body access at all reasonable times to all records and documents for the purpose of audit.
- 10) To supply on demand all originals and copies of documents comprised in the Management Information.

## **7. Termination**

This Agreement shall terminate:

### **1) Time**

On the Expiry Date or upon such earlier date following seven days written notice given by either party.

### **2) Breach**

If either of the parties fails to comply with any of the terms and conditions of this Agreement and such failure is capable of remedy

is not remedied within seven days of receipt of a written notices of such failure from the other party.

3) **Conduct Prejudicial**

If the Partnership engages in any conduct prejudicial to the Scheme.

4) **Change of Management or Control**

If any material change occurs in the management or control of the Partnership save where agreed by the Accountable body in writing prior to any change.

5) **Procedure**

On expiration or other termination of this Agreement the Partnership undertakes:

- a) to return to the Accountable Body all originals and copies of documents comprised in the Management Information.
- b) Forthwith to cease carrying on the Management of the Scheme.

**IN WITNESS** whereof the parties hereto have duly executed this Deed the day and year first before written

**Signatures:**