

The Connected Cumbria Partnership Consortium

Agreement

Document History

Version Control

Date	Version	Reasons for Change	Performed by
17/03/2005	0.1	Document creation (Adaptation from CCIH Consortium)	Jeremy Boucher
15/04/2005	0.2	Post review amendments	Jeremy Boucher

Cumbria Information Hub Consortium

**Agreement between Consortium Members for Joint Working and Collaboration
on the Implementation of the Cumbria Information Hub**

THIS AGREEMENT is made the day of 2005

BETWEEN

- (1) **ALLERDALE BOROUGH COUNCIL** of Allerdale House, Workington, CA14 3YJ
- (2) **BARROW BOROUGH COUNCIL** of Town Hall, Duke Street, Barrow-in-Furness, LA14 2LD
- (3) **CARLISLE CITY COUNCIL** of Civic Centre, Carlisle, CA3 8QG
- (4) **COPELAND BOROUGH COUNCIL** of The Copeland Centre, Catherine Street, Whitehaven, CA28 6SJ
- (5) **CUMBRIA COUNTY COUNCIL** of The Courts, English Street, Carlisle, CA3 8NA
- (6) **EDEN DISTRICT COUNCIL** of Town Hall, Penrith, CA11 7QF
- (7) **SOUTH LAKELAND DISTRICT COUNCIL** of South Lakeland House, Lowther Street, Kendal, LA9 4UF

IT IS HEREBY agreed as follows:

1 Recitals

- 1.1 The parties to this agreement are all local authorities who have joined together to form a Consortium for the purposes set out in this Agreement
- 1.2 The Consortium Members have agreed the principles and terms for collaboration and joint working
- 1.3 This Agreement has been drafted as a consequent of consideration of the matter given by the Chief Executives of the Consortium Member authorities at their meeting on XXXXXXXX.

2 Interpretation

- 2.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings
- 2.1.1 “Commencement date” means the date of this agreement;
 - 2.1.2 “Consortium” means and shall be treated as reference to the Consortium Members acting together within the terms and for the purposes of this Agreement;
 - 2.1.3 “Consortium Members” means the parties to this Agreement;
 - 2.1.4 “Accounting Authority” means Allerdale Borough Council;
 - 2.1.5 “Programme” means the programme details of which are set out in Schedule 1 annexed hereto;
 - 2.1.6 “Grant” means those any funds received in support of initiatives
 - 2.1.7 “CCPSB” Connected Cumbria Partnership Strategic Board
 - 2.1.8 “CCPPB” Connected Cumbria Partnership Programme Board
- 2.2 In this Agreement where the context requires:
- 2.2.1 The masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa
 - 2.2.2 References to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof
 - 2.2.3 A reference to a person shall include a reference to an individual, company or other legal entity
 - 2.2.4 References to clauses and Schedules are, unless otherwise stated, references to clauses in and schedules to this Agreement
 - 2.2.5 Headings are provide for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement
- 2.3 Subject to clause 2.4 the Schedules form an integral part of this Agreement
- 2.4 In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules the provisions of this agreement shall prevail and for the purposes of this clause 2.4 only the term Agreement shall not include the Schedules

3 Purpose and scope

- 3.1 The Consortium Members agree to use all reasonable endeavours to fulfil the following purposes:
- 3.1.1 To develop & facilitate partnerships for the facilitation of service modernization and efficiency throughout Cumbria and to undertake a shared approach to initiatives, where possible, for good practice, training and experience of initiatives.
 - 3.1.2 Recommending a programme of work in relation to service modernization and efficiency to each authority, taking account of their shared and individual needs.
 - 3.1.3 Actively seeking opportunities to reduce costs and/or improve service through joint working between the partners and with other appropriate bodies, within the county, the broader region and nationally.
 - 3.1.4 Where appropriate to act as a focus for bidding for funds, for the benefits of all parties, to support service modernization and efficiency initiatives and associated projects.
 - 3.1.5 Considering all proposals for service modernization and efficiency developments from partners and making recommendations as appropriate, and to act as a vehicle for representing the Cumbrian perspective at the regional and national levels.
 - 3.1.6 Maintaining links with other national, regional and sub-regional bodies, on behalf of partners, in order to coordinate activities within Cumbria and the North West as a whole in order that service modernization and efficiency development is facilitated in the most effective and economic fashion possible, for the benefit of people who live in, work in, and visit Cumbria.
 - 3.1.7 To build on a customer centered approach. It is the partnership's intention to reach out to communities in order to achieve real, rather than superficial, benefits with regard to social inclusion. The development of the e-citizen is a specific part of the Partnership's programme.
 - 3.1.8 To encourage overt, investigable and accountable activities across the public sector and to promote active democracy, and also to stimulate capacity building through the sharing of good practice and effective resource usage, being conscious that cultural and change related issues are as important as the implementation of new technologies.
 - 3.1.9 To reach out to the community at large, in order to attack exclusion and poverty. Improvements to the quality of life of citizens across the region, and beyond, are anticipated through the development of the basic infrastructure. Objectives include improved access to services, for those who are physically and geographically challenged, and improved co-ordination of services across organisations, for increased convenience to customers and to develop common shared records.

- 3.1.10 To improve the interoperability of local agencies to strengthen community cohesion, and seeks to extend this beyond the boundaries of the county.
- 3.1.11 To develop e-citizenship in order to improve access to services, supported by improved education, marketing and service management. (Further improvements will be progressed in respect of access to information at the local level.)
- 3.1.12 In supporting business improvement, providing positive conditions for growth and employment, improving adult skills, and helping the hardest to reach into work, the Partnership seeks not only to broaden the horizons of the citizens of Cumbria, but also to stimulate interest in the area to those beyond its borders.

4 Establishment of the consortium

- 4.1 The Consortium Members declare that their consortium for the Programme shall take the form of a contractual relationship and mutual commitment between them created by this Agreement and the consortium shall henceforth be constituted accordingly
- 4.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between Consortium Members or any of them and, except as expressly set out in this Agreement, none of the Consortium members shall have authority or power (nor represent themselves as having authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of any of the other Consortium Members
- 4.3 The consortium shall have no legal existence apart from the Consortium Members and the commitments created between them under this Agreement
- 4.4 The Consortium Members agree that Allerdale Borough Council shall be deemed Accounting Authority, the role of which shall be as described in clause 5 of this Agreement.
- 4.5 The Consortium Members agree that governance and management of the Consortium and the Programme shall be generally as described in Schedule 2 to this Agreement but in particular that
 - 4.5.1 There shall be constituted a Connected Cumbria Partnership Strategic Board (CCPSB), which shall be charged with general oversight of the Programme, as detailed in Schedule 2 of this Agreement, and which shall reach agreement by consensus
 - 4.5.2 In accordance with clause 4.2 of this Agreement, the CCPSB shall have no binding powers over Consortium Members and shall advise the Lead Authority on the discharge of its duties as herein agreed
 - 4.5.3 Management of the projects within the programme shall be according to PRINCE2 methodology

5 Accounting authority

- 5.1 In consideration of the obligations herein contained the Accounting Authority will:
 - 5.1.1 Act on behalf of, under the oversight of and be advised by, the CCPSB in the management and day to day supervision of the programme

- 5.1.2 Employ and use staff to manage the delivery of the programme.
- 5.1.3 Act as representative of the Consortium in any discussions or negotiations or other appropriate transactions with any third party (including Government departments) in relation to the programme, in so far as it effects the accounting body, provided that no final decisions or agreements will be made without the approval of the CCPPB or CCPSB
- 5.1.4 With the approval of the CCPSB to provide such administrative resources and office facilities as should reasonably be necessary to enable the Accounting Authority to manage the programme
- 5.1.5 Be responsible for the claiming of Grant funding within the terms of this Agreement and for the payment of such Grant to Consortium Members provided that all such claims and payments accord with relevant conditions as set by the funding body
- 5.1.6 Ensure that all financial transactions to which it is a party and relevant to this Agreement shall be conducted according to relevant financial regulations and are appropriately audited
- 5.1.7 On behalf of, and with advice from, the CCPPB take responsibility for ensuring quality assurance of the Programme including the monitoring and evaluation of the developing projects
- 5.1.8 Make reports on all relevant matters to the CCPPB and CCPSB such that these bodies are able to carry out their functions of oversight
- 5.1.9 To fulfil such other roles and functions as reasonably required and notified by the CCPSB
- 5.2 In the event of the Accounting Authority considering making a decision with regard to the programme which it knows to be in contradiction to a decision already reached by the CCPPB or CCPSB, then the Accounting Authority will be obliged to bring this fact to the notice to the CCPPB or CCPSB for reconsideration before any such decision is acted upon
- 5.3 All expenditure against the programme, subsequent to the date of this agreement, must be approved in advance by the CCPPB. This includes Match Funding.
- 5.4 The Accounting Authority shall have full authority and power to act within the scope of the roles and responsibilities set out in this clause 5 and the other Consortium members hereby appoint and confirm and represent that they have each taken such steps as shall be necessary to enable them to appoint the Accounting Authority as their agent to the extent required by this Agreement and to this end each of the other Consortium members represents to the Accounting Authority that it has taken the steps referred to in this clause and that it has power to appoint the Accounting Authority as its agent in accordance therewith
- 6 Financial arrangements and indemnification**
 - 6.1 Funding for the programme shall be derived from
 - 6.1.1 Grant funding, where appropriate, awarded for the purpose by funding bodies

- 6.1.2 Matched funding required by each of the Consortium Members to an extent which ensures that Grant funding for the programme is maximised
- 6.1.3 Annual 'subscription' by Consortium Members, in support of the funding the Partnership Programme Office and regular Members' Awareness Events.
- 6.2 In order to maintain executive status at the CCPSB Consortium Members will be required to commit to the ongoing support of the Partnership Programme Office for 3 years, until the end of financial period 2007-2008. Withdrawal from the agreement prior to the end of this period will result in costs equal to the required financial commitment to the end date.
- 6.3 It will be the responsibility of each Consortium Member to make claims to the Accounting Authority for relevant expenditure and to ensure that
 - 6.3.1 Such claims are valid claims within the terms of relevant conditions set by the funding body, and
 - 6.3.2 Such claims are for purposes relevant to the programme and approved by the CCPSB
- 6.4 It will be the responsibility of the Accounting Authority to
 - 6.4.1 Make claims to the appropriate funding body for relevant expenditure on its own behalf or on behalf of claims made to the Accounting Authority by other Consortium Members provided
 - 6.4.1.1 Such claims are valid claims within the terms of relevant conditions set by the funding body, and
 - 6.4.1.2 Such claims are for purposes relevant to the programme and approved by the CCPSB
 - 6.4.2 To make payments in a timely manner to other Consortium Members in respect of valid claims for purposes approved by the CCPSB and received from them by the Accounting Authority provided that
 - 6.4.2.1 Grant to cover such claims has been paid to the Accounting Authority by the funding body, and
 - 6.4.2.2 Such payments are approved by CCPSB and the Accounting Authority's Finance Manager
- 6.5 All claims will be made in arrears of relevant expenditure having been incurred
- 6.6 Each Consortium Member will be responsible for ensuring that all expenditures it makes relevant to this Agreement are in accordance with its own standing orders and financial regulations, are appropriately audited and that appropriate records are maintained to enable an audit to be undertaken following the termination of this Agreement
- 6.7 Other than as described in clause 6.6, accountability for all financial matters will undertaken by the Accounting Authority and in accordance with the standing orders and financial regulations of the Accounting Authority

- 6.8 Each Consortium Member will be responsible for making a quarterly monitoring return to the Accounting Authority to be sent on the last working day of the month following the quarter end, in format to be determined by the Accounting Authority's Finance Manager
- 6.9 In the event that the Consortium fails to meet conditions set by a funding body, and repayment of the Grant, in whole or in part, is required then Consortium Members hereby agree that
- 6.9.1 Where such failure is caused by the actions of one or more, but not all, Consortium Members, then those members (as determined by CCPSB) whose actions have caused such failure will indemnify the remaining Consortium members for any loss under this Agreement, limited to the extent of the relevant Grant repayment and matched funding associated with that repayment
- 6.9.2 Otherwise they will be jointly liable for any loss caused by such failure to meet these conditions

7 Consortium resignations

- 7.1 Any Consortium Member shall have the right to resign as a Consortium Member prior to the termination or expiry of this Agreement subject to the terms of clause 6.2 of this Agreement applying and also if such resignation causes a breach of funding body conditions and repayment of Grant is required clause 6.9 will become effective.
- 7.2 In the event of any Consortium Member resigning as referred to in clause 7.1 (and their subsequent release from this Agreement) this Agreement shall continue to have effect and remain in force and be binding on all other remaining Consortium Members

8 Assets

- 8.1 Each asset purchased or provided for the purposes of fulfilling the terms of this Agreement, and which may include computer hardware, software, licences or relevant intellectual property, shall belong to the individual Consortium Member making the purchase or provision.

9 Subsequent programme of work

- 9.1 The purpose of this Agreement is to achieve the implementation of the programme objectives as described in clause 3, above.
- 9.2 It is understood by Consortium Members that such initiatives are to be the foundation of further joint working. To this end, Consortium Members are committed in principle, but not under the terms of this Agreement (beyond that outlined in clause 6.2), to participating in future collaborative working as is practical and valuable in achieving the partnerships objectives.
- 9.3 It is further understood that such future working will require inter alia the negotiation of service level agreements between the Accounting Authority and the other Consortium Members, such agreements being likely to impose contractual liabilities on the parties to those agreements

- 9.4 The Consortium Members therefore agree
- 9.4.1 To enter, in good faith, into such negotiations as soon as is reasonably possible with a view to forming a new agreement for the continued support of the partnership and programme office after the termination of this Agreement
- 9.4.2 To use all reasonable endeavours to ensure that any such agreement is reached prior to the termination of this Agreement
- 9.5 Nothing in clause 9.4, above, however, can be construed to imply that any Consortium Member is bound to be party to any further agreement

10 Duration and termination

- 10.1 This Agreement will come into effect on the Commencement Date
- 10.2 This Agreement is for the purposes described in clause 3 of this agreement and shall continue in force until all the objectives of the partnership have satisfactorily been achieved and the CCPSB determines that the Consortium is no longer required

11 Disputes and arbitration

- 11.1 Should a situation arise, where the members of the CCPSB are unable to agree on a decision or are in dispute, the matter will be referred to arbitration. Such arbitration will be carried out by an independent consultant, appointed and approved by the Chief Executives Group, but not in the employ of any of the consortium members.

12 Confidentiality

- 12.1 Each Consortium Member shall use its best endeavours to keep in strict confidence, and shall ensure that its employees and agents keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly), concerning any other Consortium Member in consequence of this Agreement and/or its participation in the Programme.
- 12.2 No Consortium Member shall use or disclose any Confidential Information received by it other than for the purpose of the Programme provided that a Consortium Member may otherwise use Confidential Information which:
- 12.2.1 after disclosure becomes generally available to the public through no fault of the receiving Consortium Member, or
- 12.2.2 the receiving Consortium Member can show was in its possession prior to the disclosure without any restriction on disclosure and which was not acquired directly or indirectly from any other Consortium Member.

13 General

- 13.1 Nothing herein contained or implied shall prejudice or affect the Consortium Members' rights powers discretions duties and obligations in the exercise of their functions as local authorities and all rights, powers, discretions, duties and obligations of the Consortium Members under all public and private statutes bylaws orders and regulations and statutory regulations and statutory instruments may at all times be

fully and effectually exercised as if the Consortium Members were not parties to this Agreement and as if this Agreement had not been made;

- 13.2 This Agreement is personal to the Consortium Members and no Consortium Member shall assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under this Agreement;
- 13.3 Any notice required or permitted to be given by any Consortium Member to the other Consortium Member(s) under this Agreement shall be in writing and addressed to the Chief Executive of the other Consortium Member(s) at its principal office. Any such notice may be delivered personally or by first class pre-paid letter or by facsimile transmission and shall be deemed to have been served if by personal delivery when delivered, if by first class post two (2) days after posting and if by facsimile transmission when despatched. Notices will not be accepted by e-mail.

14 Governing law

- 14.1 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.

15 Force Majeure

- 15.1 No party shall be considered in breach of its obligations under this Agreement or be responsible for any delay in the carrying out of such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not), national or local emergency, fire, earthquake, flood, storm, tempest, any act of God or any other cause beyond the reasonable control of the party or parties affected
- 15.2 If the performance of any party's obligations under this Agreement is in the reasonable opinion of that party likely to be hindered, delayed or affected by a reason falling within this clause 15 then the party so affected shall promptly notify the other parties

16 Warranty

Each Consortium Member warrants to all the other Consortium Members that it has the authority and has obtained all relevant consents to enter into this Agreement

17 Third parties

A person who is not a party to this Agreement has no rights under or in connection with this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

Schedule 1: Connected Cumbria Partnership Programme of Work

Objective Area
Online Planning
eForms
Content Management Systems
eProcurement
Home Working
eSkills
Computer Recycling
Countywide Telephony

Schedule 2: Governance and Management Arrangements

A. Accounting Authority – Allerdale Borough Council

Functions	<p>To act on behalf of, under the oversight of and be advised by the CCPSB in the management and day to day supervision of the Programme</p> <p>To employ and use staff to manage the delivery of the Programme</p> <p>To act as representative of the Consortium in any discussions or negotiations or other appropriate transactions with any third party (including Government departments) in relation to the programme provided that no final decisions or agreements will be made without the approval of the CCPSB or CCPPB</p> <p>With the approval of the CCPSB to provide such administrative resources and office facilities as should reasonably be necessary to enable the Lead Authority to manage the programme</p> <p>To be responsible for the claiming of Grant funding from funding bodies within the terms of this Agreement and for the payment of such Grant to Consortium Members provided that all such claims and payments accord with relevant conditions as set by the funding body</p> <p>To ensure that all financial transactions to which it is a party and relevant to this Agreement shall be conducted according to relevant financial regulations and are appropriately audited</p> <p>On behalf of, and with advice from, the CCPSB take responsibility for ensuring quality assurance of the Programme including the monitoring and evaluation of the development of the Programme</p> <p>To make reports on all relevant matters to CCPSB and CCPPB such that CCPSB and CCPPB are able to carry out its functions of oversight</p> <p>To fulfil such other roles and functions as reasonably required and notified by the CCPSB</p>
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B. Boards

Connected Cumbria Partnership Strategic Board (CCPSB)

Membership	<p>One elected member and the Chief Executive, or nominated representative, from each Consortium Member</p> <p>An invited non-executive representative, or nominated replacement, of the Cumbrian public sector (from the Cumbria Digital Development Network Public Sector strand board)</p>
Chair	<p>Cyclical rotation around partner authorities on an annual basis</p>

Functions	<p>To be responsible for overall oversight of the Programme;</p> <p>To be responsible for advising the Lead Authority and bringing financial matters material to this Agreement to the notice of the Lead Authority;</p> <p>To take ownership of the programme's business case(s);</p> <p>To receive reports from the Programme Board on overall progress of the programme;</p> <p>To set Programme tolerances;</p> <p>To set and review the overall strategy and interfaces with other initiatives;</p> <p>To be responsible for the Closedown Report</p>
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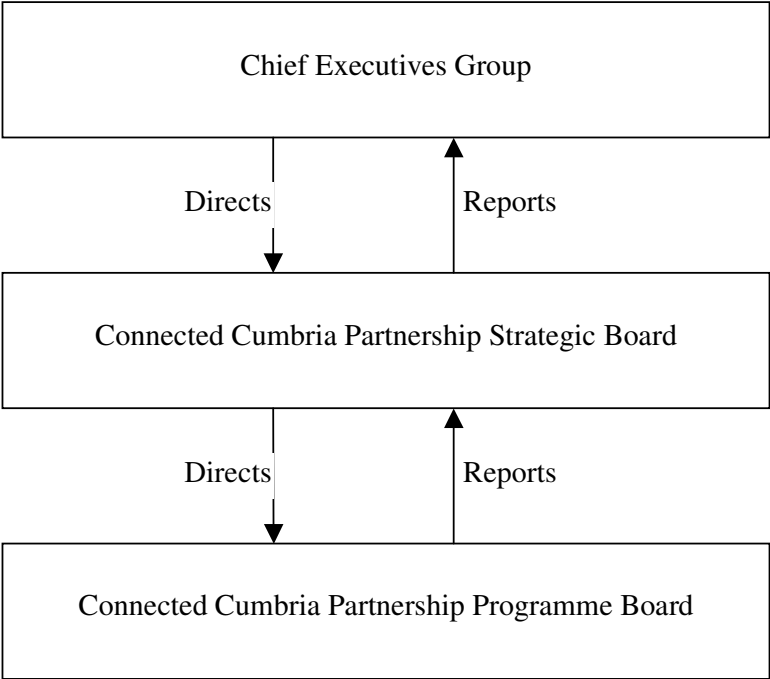
Programme Board

Membership	<p>Nominated Head of Service from each Consortium Member;</p> <p>The Connected Cumbria Partnership Programme Manager;</p> <p>Other officers from Consortium Members to be co-opted to represent users programme interests or as required;</p> <p>Representatives of other public sector bodies to be co-opted as required</p> <p>Representatives of suppliers to be co-opted as required</p>
Chair	Head of Service from a Consortium Member (Cyclical around partner authorities on a yearly basis)
Functions	<p>To be responsible for operational management of the Programme;</p> <p>To ensure the delivery of a successful programme;</p> <p>To provide reports as required by the CCPSB;</p> <p>To review exception reports and plans;</p> <p>To administer Programme meetings and reviews;</p> <p>To disseminate information to external parties;</p> <p>To manage the programme assurance function;</p> <p>To recommend action on changes to the CCPSB;</p> <p>To direct the work of the Programme Office</p>

C. Specific roles and responsibilities

Programme Executive	Chair of the Programme Board and responsible to the CCPSB for delivery of the Programme
Programme Manager	<p>To be appointed by and report to the Programme Board;</p> <p>To be responsible for the day to day management of the Programme;</p> <p>To undertake planning, monitoring and control;</p> <p>To report progress through highlight reports;</p> <p>To manage programme managers and contracts;</p> <p>To be responsible for configuration and change management;</p> <p>To maintain programme documentation;</p> <p>To undertake any other reasonable functions as directed by the Programme Board</p>

D. Reporting structure



IN WITNESS thereof the parties have executed this Agreement the day and the year first before written:

Signed on behalf of: **Allerdale Borough Council**

Signature

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Chief Executive

IN WITNESS thereof the parties have executed this Agreement the day and the year first before written:

Signed on behalf of: **Barrow Borough Council**

Signature

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Chief Executive

IN WITNESS thereof the parties have executed this Agreement the day and the year first before written:

Signed on behalf of: **Carlisle City Council**

Signature

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Chief Executive

IN WITNESS thereof the parties have executed this Agreement the day and the year first before written:

Signed on behalf of: **Copeland Borough Council**

Signature

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Chief Executive

IN WITNESS thereof the parties have executed this Agreement the day and the year first before written:

Signed on behalf of: **Cumbria County Council**

Signature

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Chief Executive

IN WITNESS thereof the parties have executed this Agreement the day and the year first before written:

Signed on behalf of: **Eden District Council**

Signature

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Chief Executive

IN WITNESS thereof the parties have executed this Agreement the day and the year first before written:

Signed on behalf of: **South Lakeland District Council**

Signature

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Chief Executive