



Partnership Agreement

(All conditions set out in the X contract, signed by X as lead partner apply to this agreement)

This Agreement is dated this day of 2009

Parties

This Agreement is made between

- (1) **X** a company limited by guarantee (No.....) and a registered charity (No.....) (hereinafter called the "Lead Partner") whose registered office is atand who shall be represented by the designated signatory at point 20 of this document.
- (2) X (hereinafter called the "Partner") who shall be represented by the designated signatories at point 20 of this document.

Background

(A) X as Lead Partner with A, B, C, D and E have been successful in a consortium bid to the X April 2009 to build the consortium with a view to bidding to become a strategic partner with X in 2010.

(B) X and all the above named partners have agreed to work together to deliver a WORKPLAN (Appendix A) that will:

- Develop and build the capacity of the consortium to ensure that robust working arrangements are established to support longer term sustainability
- Undertake work and activity that supports the women's health and social care sector including:
 - a) the Gender Equality Duty and its potential to support women's services
 - b) identifying sustainable business models for women's voluntary organisations in the context of the wider health and social care commissioning and system management environment, this will include identifying barriers and possible solutions to address

- Develop and implement a work plan that addresses key issues affecting the women's sector across health and social care in partnership with X officials
- (C) The partners will work under the terms of this Agreement and as per the contract signed by X and Y.
For a list of all Partners' addresses see Appendix C

1. Relationship between the Lead Partner and Partner

- 1.1 X is the Lead Partner in this partnership bid to deliver the WORKPLAN contracted with the Y.
- 1.2 X therefore has the contractual agreement and relationship with DOH to deliver the WORKPLAN under the terms and conditions stated in the agreement between the Y and X.
- 1.3 THE PARTNER has agreed to be a Partner in this consortium bid to deliver the WORKPLAN and contract with Y
- 1.4 All Partners and Lead Partner ("the Consortium") are obliged under this agreement to comply with the responsibilities assigned to them and as stipulated by Y.
- 1.5 All Partners will work within the WORKPLAN and provide individual delivery profiles for all additional pieces of work required

2 Delivery

- 2.1 All Partners will contribute to the strategic development of the consortium as laid out in the terms of reference.
- 2.2 Partners may be commissioned to carry out work additional to the WORKPLAN. This work will be outside the terms and conditions of this agreement but will be required to have a delivery profile and separate invoice.

3 Responsibilities of the Lead Partner

- 3.1 X as the Lead Partner for this programme shall be responsible for the general management of the Consortium and delivery of the WORKPLAN
- 3.2 X will employ the Manager of the Consortium and fulfil the role as a responsible employer
- 3.3 X will be responsible for producing and delivering reports as requested by Y
- 3.4 X will be responsible for all aspects of administering the grant and will hold in trust monies that are payable to Partners

- 3.5** X will make payment to Partners as agreed by Partners in Appendix B and in accordance with the terms laid out in clause 12 of this Agreement.
- 3.6** X will inform the Consortium if X becomes aware that any Partners of the Consortium face funding difficulties or other issues that might affect their performance of this contract.
- 3.7** X will hold all funds for the Consortium as restricted funds and will account for them in accordance with the regulations laid out in "Accounting and Reporting for Charities Statement of Recommended Practice 2005".

4 Responsibilities of the Partners

- 4.1** The Partner will attend all meetings of the Consortium with a maximum of 3 apologies in the period of the agreement
- 4.2** The Partner will be responsible for monitoring and evaluating the WORKPLAN and as part of the Consortium review actions to be undertaken by the Manager
- 4.3** The Partner will be responsible for reviewing documents, responding to consultations and representing the Consortium as outlined in the WORKPLAN.
- 4.4** The Partner will be responsible for alerting partners if for any reason they are unable to undertake work that they have committed to do as part of the Consortium or any circumstance that would affect their ability to deliver.
- 4.5** All Partners shall nominate a senior person to represent their organisation on the Consortium and another named person to represent the organisation in their absence. The Consortium prefers that a senior person is the consistent person representing the partner organisation but understands that there may be occasions when an alternate representative will attend.
- 4.6** All Partners will commit to not undertaking any activity or dialogue that brings the Consortium into disrepute
- 4.7** Any partner that suffers funding difficulties or other issues that might result in failure to fulfil this contract will inform X immediately.

5 Monitoring

- 5.1** All Partners must comply to minimum standards as set out by Y
- 5.2** The Consortium WORKPLAN will be reviewed 6 monthly

- 5.3** Partners may be commissioned to undertake additional work as agreed by the Consortium. Delivery Profiles will be produced for each piece of work and these will be evaluated as agreed by the Consortium

6 Commencement Date and Duration of the Agreement

- 6.1** This Agreement shall commence on 1st April 2009 and shall terminate on 31st March 2010 unless terminated earlier in accordance with clause 10.
- 6.2** If work continues beyond 31st March 2010, the term of this Agreement will be extended. It is not anticipated to produce an alternative agreement.

7 Health and Safety

- 7.1** All Partners and Lead Partner shall at all times conform to the requirements of the Health and Safety at Work Act 1974, Food Safety Act 1990, and other relevant legislation and related regulations, guidance and directives in force from time to time.

8 Quality and Equality

- 8.1** The Partners shall work to high standards, establishing a system of quality control agreed with DOH to ensure compliance with best practice and best value considerations
- 8.2** In carrying out the service, all Partners shall ensure that themselves and their employees, volunteers and agents comply with the best professional practice in relation to equalities in employment and service delivery. The Partners must operate an equal opportunity policy.
- 8.3** The Partners shall at all times during the contract period comply with the requirements of:

The Race Relations Act 1976;

Race Relations (Amendment) Act (2000);

The Employment Rights (Consolidated) Act 1996;

Disability Discrimination Act 2004;

Sex Discrimination Act 1995;

Equal Pay Act (1970);

Human Rights Act (1998);

Race Relations Act (1976);

Employment Regulations (Sexual Orientation) 2003; and

Employment Regulations (Religion & Belief) 2003

Employment Equality (Age) Regulations 2006;

Equality Act (2006);

and all other relevant legislation.

- 8.4** The Partners must operate a complaint procedure that complies with the Charity Commission procedures or equivalent entity

9 Performance

- 9.1** All Partners shall provide the services as agreed which will contribute to the achievement of the WORKPLAN
- 9.2** If Partners are unsatisfied with any aspect of the work of the Lead Partner they can appeal/complain to the CEO or Chair of X.
- 9.3** If this complaint is not dealt with to a satisfactory conclusion within 28 days of the Partner making the complaint, the Partner can appeal to the DOH.

10 Termination

- 10.1** If X deems that the Partner has committed a Minor Breach X shall be entitled to serve written notice on the Partner giving full details of the Minor Breach and requiring the Partner to remedy the Minor Breach within a specified period; failure to comply with the requirements set out in such notice shall constitute a Serious Breach.
- 10.2** If X deems that the Partner has committed a Serious Breach X shall be entitled to either:
- 10.2.1** terminate this Agreement by giving written notice to the Partner with immediate effect; or
- 10.2.2** serve written notice on the Partner requiring the breach to be remedied within a specified period and if the Partner fails to comply with the requirements contained in such notice terminate this Agreement by giving written notice to the Partner with immediate effect.
- 10.2.3** Immediate termination due to severe breach will be communicated by email from X or if termination is of the Lead Partner, by another Consortium partner

10.3 X shall be entitled to terminate this Agreement if:

10.3.1 the Partner ceases or threatens to cease to carry on its business or substantially the whole of its business; or

10.3.2 any distress, execution, sequestration or other process is levied or enforced upon the property of the Partner and is not discharged within 7 days; or

10.3.3 a receiver, administrative receiver, receiver and manager, interim receiver, custodian, sequestrator, administrator or similar officer is appointed in respect of the Partner or over a substantial part of the Partner's assets or any third party takes steps to appoint such an officer in respect of the Partner or an encumbrancer takes steps to enforce or enforces its security; or

10.3.4 the Partner is unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123; or

10.3.5 the property of the Partner or any part of it is compulsorily acquired by or by order of any local or other authority and in consequence the business of the Partner in the opinion of X is seriously affected.

10.4 Issues that are Serious Breaches of the Agreement are;

10.4.1 continual absence from meetings and lack of response to consultations, requests for contribution, persistent lack of engagement with the Consortium with no prior formal agreement

10.4.2 the Partner carries out any actions contrary to the aims and values of the consortium

10.5 This Agreement may be terminated by X by giving one month's written notice.

11 Proprietary Rights

11.1 Ownership of the Intellectual Property shall remain with those Partners who created the materials and with the approval of all Partners and Lead Partner all ensuring the necessary assignment of intellectual property from third parties to allow it to comply with this clause.

11.2 The Lead Partner and each Partner grants a non-exclusive non-transferrable licence to the other members of the Consortium to use its materials for the sole purpose of carrying out the obligations contained in this Agreement.

11.3 All publicity and other related material for the purposes of this Agreement remains the property of the Partners and Lead Partner of this bid.

11.4 All hard copy of the Intellectual Property shall be shared by all those who have contributed to its production as agreed by the Partners meetings. Any Partner with whom this Agreement is terminated as per clause 10 above shall return all materials relating to the programme to the Lead Partner.

11.5 Each Partner shall indemnify, defend, settle and hold harmless the other Partners from and against any and all losses, liabilities, claims, actions costs and expenses arising from any claim, suit, or proceeding brought against a Partner by a third party alleging that the use of the Intellectual Property constitutes an infringement of any intellectual property rights (whether registered or unregistered) of the third party.

12 Costs

12.1 All Partners will receive payments as indicated in Appendix B

12.2 All Partners will receive payment for additional work only on production of a delivery profiles which have been agreed by the Consortium.

12.3 Payment will be made on the submission of a:

12.3.1 completed monthly Return;

12.3.2 Partner Narrative Report; and

12.3.3 valid invoice in line with X requirements.

12.4 X will make payments in accordance with Appendix B by cheque or BACS to Partners as agreed on the delivery profile

13 Audit

13.1 All Partners shall co-operate with all audit monitoring or inspection requirements imposed by DOH or X. Such requirements include an annual audit undertaken by DOH Audit Team, who shall have full access to all records, which are related to the WORKPLAN

13.2 DOH Audit Team may need to carry out a review of actual expenditure incurred by the Partners in relation to performance of their obligations under this Agreement. Where it is difficult to evidence an activity, DOH Audit Team may have to review invoices for costs incurred.

14 Promotion and Publicity

14.1 X and all Partners agree to use the Logos and the Names as defined in Appendix D for the term of this Agreement in England and Wales.

14.2 All Partners shall positively publicise, promote and advertise the Consortium, ensuring that ALL logos of the Partners and when relevant mention to DOH are included on all materials in the required format and at all public events, meetings and presentations.

15 Liability

15.1 All Partners are responsible for their own VAT

15.2 No Partner shall be liable for a failure to carry out its obligations under this Agreement as a result of force majeure.

15.3 If an event of force majeure occurs then the Partners shall meet to discuss how best they can continue the operation of this Agreement until the force majeure event ceases.

15.4 In this clause "force majeure" means:

15.4.1 Acts of war;

15.4.2 Acts of God;

15.4.3 Decrees of Government;

15.4.4 Riots;

15.4.5 Civil commotion; and

15.4.6 Any event of circumstance which is both beyond the control of Partners and which could not have been prevented by acting prudently, diligently or with reasonable foresight.

15.5 Except in respect of death or personal injury caused by the negligence of X (for which no limitation applies), X shall not be liable to the Partners for any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of:

15.5.1 any representation (unless fraudulent); or

15.5.2 any implied warranty, condition or other term; or any duty at common law; or

15.5.3 any express term of this Agreement.

15.6 The Partners agree to indemnify X in respect of any costs, claims, loss or liability whatsoever suffered by X (including reasonable legal costs and disbursements) as a result of the breach by any of the Partners of any of the terms of this Agreement.

16 Insurance

- 16.1** All Partners shall effectively maintain insurance arrangements in relation to Employer Liability, Public Liability, Buildings and Contents and Professional Indemnity Insurance where required.
- 16.2** All Partners shall maintain at their own cost a policy or policies of insurance to cover the liability of the Partners in respect of any breach for which it may become liable to indemnify X under this Agreement.
- 16.3** The Partners should provide copies of any insurance certificates (including professional indemnity, employers' liability and public liability insurance) to X following a written request from X.

17 Transfer of Responsibility on Expiry or Termination

- 17.1** The parties agree that if upon termination of this Agreement or any part of the services being provided under this Agreement, circumstances arise in which the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") are applicable, the parties shall in good faith co-operate with each other in the disclosure of information and the provision of other assistance so as to facilitate such outcome in relation to the relevant employees as may be acceptable to the parties.
- 17.2** The Partners agree that in the event that termination of this Agreement or any part of the services being provided under this Agreement or any of the Partners ceasing to provide services under this Agreement constitutes a relevant transfer for the purposes of TUPE the Partners shall indemnify the X and all other Partners in respect of any costs, claims, loss or liability (including reasonable legal costs and disbursements) which the X or any of the other Partners may suffer, sustain, incur, pay or be put to by reason or on account of or arising from:
- 17.2.1** any claim or any legal recourse by all or any relevant Partner's employees engaged in the provision of the services under this Agreement in respect of any fact or matter or any act or omission concerning or arising from employment with the relevant Partner prior to the relevant transfer date;
- 17.2.2** any claim or other legal recourse by any trade union or staff association or employee representatives in respect of any or all of the relevant Partner's employees in connection with any failure by the relevant Partner to comply with its legal obligations under Regulation 13 of TUPE.
- 17.3** The parties agree that on termination or expiry of this Agreement for any reason, the continuity of the services is of paramount importance, the Partners shall do their utmost to minimise disruption caused to recipients and to assist the implementation of any contingency Profile proposed by X either prior to or after the

termination of expiry of this Agreement, to deal with the effects of such termination or expiry in so far as it is practicable to do so.

- 17.4** The Partners shall, at no cost to X, promptly provide such assistance and comply with such timetable as X may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of services under this Agreement (or its equivalent) upon the expiry or other termination of this Agreement.
- 17.5** The Partners shall use all reasonable endeavours to ensure that its employees are under a similar obligation. X shall be entitled to require the provision of such assistance both prior to and after the expiry or other termination of this Agreement.
- 17.6** Such assistance may include, (without limitation) delivery of documents and data in the possession or control of the Partners which relate to performance, monitoring, management and reporting of the Consortium including the documents and data, if any, referred to in the contract with the DOH
- 17.7** The Partners undertake that they shall not knowingly do or omit to do anything, which may adversely affect the ability of X to ensure an orderly transfer of responsibility for provision of the services.

18 General

- 18.1** No person who is not a party to this Agreement shall have any right to enforce any of its terms under the Contracts (Rights of Third parties) Act 1999.
- 18.2** Any notice given pursuant to this Agreement shall be in writing and shall be sufficiently given if sent in a prepaid letter by ordinary post addressed to either party at the address quoted in this Agreement or such other address as may be advised by it to the other from time to time and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.
- 18.3** This agreement shall be governed by the laws of England and Wales.

19 Underpinning Values and Ethos

- 19.1** All Partners and Lead Partner agree to commit to the success of the Consortium by sharing best practice and constant review of the Partnership.
- 19.2** All parties agree to work appropriately within the constraints of beneficiaries' confidentiality, not over riding concerns for any person's safety.

- 19.3** Mechanisms, as agreed, for information sharing will be adhered to consistently, with the success of the Consortium remaining paramount to each and all parties.
- 19.4** All parties will commit to an open and honest working relationship with each other, airing any issues/conflicts immediately with X, and engaging in conflict resolution as may be deemed necessary by X.
- 19.5** As this programme is for women, and is aiming to acknowledge and address equalities issues, all Partners agree to work in an empowering and inclusive manner.

20 Signatories to the Agreement

Authorised Signatory for and on Behalf of
X (The Lead Partner)

| | |
|------------|--|
| Name: | |
| Position: | |
| Signature: | |
| Date: | |

Authorised Signatory for and on Behalf of

_____ **(The Partner)**

| | |
|------------|--|
| Name: | |
| Position: | |
| Signature: | |
| Date: | |

APPENDICES

- APPENDIX A: WORKPLAN
APPENDIX B: PAYMENTS TO PARTNERS
APPENDIX C: LIST OF PARTNERS
APPENDIX D: LOGOS AND NAMES OF PARTNERS FOR USE ON
CONSORTIUM PUBLICATIONS