

# **Carlisle Renaissance Collaboration Agreement**

## **1 The Founding Members**

- 1.1 Northwest Development Agency of PO Box 37, Renaissance House, Centre Park, Warrington WA1 1XB (“NWDA”);
- 1.2 Carlisle City Council of Civic Centre, Carlisle, Cumbria, CA3 8QG (“City”);
- 1.3 Cumbria County Council of the Courts, Carlisle, Cumbria CA3 8NA (“County”);

Each to be referred to as a Founding Member or collectively as the Founding Members

## **2 Background**

- 2.1 The Founding Members have agreed to collaborate in the delivery of a programme of regeneration and economic development to secure the economic growth of Carlisle (“Carlisle Renaissance”).
- 2.2 This Agreement sets out the relationship between the Founding Members to ensure the efficient and effective delivery of an agreed action plan (“the Action Plan”) and to take into account the statutory responsibilities of each Founding Member.
- 2.3 The financial contribution from each Founding Member shall be set out in the Action Plan and nothing in this Agreement shall require a Founding Member to make any further financial contribution.

## **3 Term of the Agreement**

- 3.1 The Agreement will start on the date it is signed by all parties and shall continue until such time as the Founding Members agree the Carlisle Renaissance programme is complete or until termination by the Founding Members (whichever is sooner).
- 3.2 A Founding Member shall give not less than 6 months written notice to the other Founding Members to resign from the Collaboration Agreement and any such resigning Founding Member shall be bound to fulfil its previously agreed commitments as set out in the Action Plan during the course of the notice period. Resigning Founding Members shall complete the delivery of individual legally committed projects where delivery extends beyond the notice period

#### **4 The Carlisle Renaissance Board**

4.1 The Founding Members shall establish a Carlisle Renaissance Board (“the Board”) to comprise twelve members:

4.1.1 two City representatives, one of whom should be the City Leader and the other an elected member;

4.1.2 two County representatives who shall be elected members;

4.1.3 one NWDA representative who shall be a senior executive officer nominated by NWDA;

4.1.4 seven private sector members, one of whom may be nominated by Cumbria Vision;

4.1.5 one private sector member will be nominated as the Chair by the unanimous agreement of the Founding Members. The Chair may be removed at the unanimous agreement of the Founding Members;

4.1.6 each Founding Member may nominate a senior officer as observer to attend each Board meeting.

4.2 The Board is an informal collaborative partnership and shall:

4.2.1 meet at least once in each quarter or at such other frequency as the Founding Members consider necessary;

4.2.2 develop the vision, and objectives for Carlisle Renaissance and submit them to the Founding Members for approval;

4.2.3 determine the priority projects that will comprise the Carlisle Renaissance programme and submit them in the form of an Action Plan to the Founding Members for approval. The Action Plan shall be submitted to the Founding Members for approval no later than 31 December each year;

4.2.4 direct and prioritise the work of the Carlisle Renaissance delivery team;

4.2.5 monitor the performance of the Carlisle Renaissance delivery team and its progress towards the delivery of the Action Plan and advise on actions needed to improve performance;

4.2.6 promote and communicate the vision, objectives and priorities for Carlisle Renaissance to the local community and to liaise with the private sector;

- 4.2.7 undertake an annual review of the Action Plan no later than 30 November each year and in the event that revisions are made submit the revised Action Plan to the Founding Members for approval .
- 4.3 The Board shall have no authority to bind any Founding Member to any contract, cost, obligation or liability.
- 4.4 A representative from each Founding Member must be present in order for a Board meeting to be quorate and able to transact business. Resolutions of the Board shall be by majority vote and in the case of equality of votes the Chair shall have a casting vote.
- 4.5 Board members nominated by public sector organisations will adopt the code of conduct in operation within their respective nominating organisation at the current time. Private sector members will adopt the City's current code of conduct.
- 4.6 Board meetings shall not be public meetings. A record of all meetings shall be sent to the Founding Members within 3 business days after the date of the meeting.
- 4.7 The Chair will receive an appropriate remuneration payable from the core Carlisle Renaissance budget. The remuneration level shall be determined by the unanimous agreement of the Founding Members.
- 4.8 Non Founding Member Board members shall receive appropriate out of pocket expenses incurred as a result of their attendance at Board meetings.

## **5 The Carlisle Renaissance Senior Executive Group**

- 5.1 The Founding Members will establish a Senior Executive Group (SEG) comprising senior officers representing each Founding Member. The SEG shall to the extent it is able:
- 5.1.1 ensure that projects included in the Action Plan are developed and delivered by organisations with the appropriate duties, powers and statutory responsibilities working in partnership with the Carlisle Renaissance delivery team and such other organisations and bodies as are appropriate;
- 5.1.2 ensure that actions agreed at the meetings are followed up;
- 5.1.3 a representative from each Founding Member must be present in order for a SEG meeting to be quorate.
- 5.2 The SEG shall be chaired by the Carlisle Renaissance Programme Director and shall meet at least once mid cycle between each Board meeting.

- 5.3 The SEG may co-opt senior representatives of other organisations with an interest in the delivery of projects included in the Action Plan as and when appropriate.
- 5.4 The SEG shall determine the appropriate contractual and project management arrangements for the delivery of each project.
- 5.5 The SEG shall have no authority to bind any Founding Member to any contract, cost, obligation or liability.

## **6 Employment of Staff**

- 6.1 The City will employ the Carlisle Renaissance Programme Director.
- 6.2 Each Founding Member will employ staff as appropriate to deliver projects included in the Action Plan.

## **7 Liability of Members**

- 7.1 In the event that, costs, liabilities and expenses arise from the dismissal or the redundancy of the Carlisle Renaissance Programme Director or other member(s) of the Carlisle Renaissance Delivery Team, the Founding Members will work together to agree an apportionment of the liability
  - 7.1.1 “Carlisle Renaissance Delivery Team” means those persons from time to time employed by any of the Founding Partners for the sole purposes of Carlisle Renaissance. It does not include persons otherwise employed by any of the Founding Partners who from time to time may carry out Carlisle Renaissance related activities as part of their duties.

## **8 Disputes and Differences**

- 8.1 Each Founding Member agrees to use all reasonable endeavours to resolve any disputes by consultation with the other Founding Member or Members concerned.

## **9 Legal Status**

- 9.1 Nothing in this Agreement shall constitute a legal form of partnership between the Members and no Member shall have any rights or liabilities in relation to any other Member in connection with the subject matter of this Agreement.

## **10 Confidentiality**

10.1 Each Founding Member undertakes with the others that it will not at any time divulge to any person any confidential information concerning the business, accounts, finance, and contractual arrangements of the other Founding Members or the project or any other dealings, transactions or affairs relating to the project or use any such information for its own purposes (except as contemplated in this Collaboration Agreement) and each Founding Member shall use its reasonable endeavours to prevent the publication or disclosure of any such confidential information.

10.2 The provisions of Paragraph 10.1 shall not apply to any confidential information used divulged or communicated:

10.2.1 on the unanimous instruction of the Board;

10.2.2 to officers, employees and advisers of the Founding Members; or pursuant to a legal requirement.

10.3 The Founding Members agree to abide by the Data Protection Act 1998 and the Freedom of Information Act 2000.

Signed on behalf of  
**NORTHWEST DEVELOPMENT AGENCY**  
In the presence of



Authorised Signatory

)  
)  
) *Steve 26*

Signed on behalf of  
**CARLISLE CITY COUNCIL**  
In the presence of



Authorised Signatory

)  
) *John M. Egan*  
)

Director of Legal &  
Democratic Services

Signed on behalf of  
**CUMBRIA COUNTY COUNCIL**  
In the presence of

*Allan Bailey*

Authorised Signatory

)  
) *[Signature]*  
)  
) Director of  
Environment