

Carlisle Renaissance Collaboration Agreement

1 The Founding Members

- 1.1 Northwest Regional 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 of Carlisle Renaissance have agreed to collaborate in the delivery of a programme of regeneration and economic development projects to secure the economic growth of Carlisle.
- 2.2 This collaboration agreement defines the necessary interactions between the founding partners to ensure the efficient and effective delivery of an agreed action plan and in particular to take into account the statutory responsibilities of each founding member.

3 Term of the Agreement

- 3.1 The collaboration agreement will exist from the date this agreement is confirmed by all parties until such time as the Carlisle Renaissance programme is deemed by the Founding Members to be complete.
- 3.2 Founding Members shall give not less than 6 months written notice to the other Founding Members to resign from the collaboration agreement and any such Founding Member being bound to fulfil its commitments as set out in the Action Plan.

4 The Carlisle Renaissance Board

- 4.1 The Founding Members shall establish a Carlisle Renaissance Board to comprise twelve members:
 - 4.1.1 Two City representatives, one of whom should be the Carlisle City Council 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; and
- 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 Founding Members. The Chair may be removed at the unanimous agreement of the Founding Members.
- 4.1.6 Each Founding Member will nominate a senior officer as observer to attend each Board Meeting.
- 4.2 The Carlisle Renaissance Board is an informal collaborative partnership and shall:
- 4.2.1 Unless otherwise agreed meet at least once in each quarter and more than this if deemed to be required.
- 4.2.2 Develop the Vision, and objectives for Carlisle Renaissance and submit them to the Founding Members for formal approval within their respective formal Governance arrangements.
- 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 formal approval within their respective formal Governance arrangements.
- 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 progress towards the delivery of the Action Plan and advise on actions needed to improve performance.
- 4.2.6 To 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 Undertaking an annual review of the Action Plan and in the event that revisions are made submit the revised Action Plan to the Founding Members for formal approval within their respective formal Governance arrangements.

- 4.3 A representative from each Founding Member must be present in order for a Board meeting to be quorate and able to transact business.
- 4.4 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
- 4.5 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 and shall be made available for public inspection save as provided in paragraph 9 below.
- 4.6 The Chair will receive an appropriate remuneration payable from the core Carlisle Renaissance Budget. The remuneration level to be determined by the Founding Members.
- 4.7 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:
- 5.1.1 Ensure the effective coordination of all organisations required to be involved in the delivery of projects included in the Action Plan.
 - 5.1.2 Advise the Board on the statutory responsibilities of all organisations involved in the delivery of projects included in the action plan.
 - 5.1.3 Ensure that actions associated with each project are undertaken or commissioned by the appropriate statutory body.
 - 5.1.4 Co-opt senior representatives of other organisations with an interest in the delivery of projects included in the Action Plan as necessary.
 - 5.1.5 Be Chaired by the Carlisle Renaissance Programme Director.
 - 5.1.6 Meet at least once mid cycle between each Carlisle Renaissance Board Meeting.
 - 5.1.7 Ensure that actions agreed at the meetings are followed up.

- 5.1.8 A representative from each Founding Member must be present in order for a Board meeting to be quorate

6 Project Contribution

- 6.1 Within the parameters of and in accordance with the Action Plan the Founding Members shall:
- 6.1.1 Ensure that projects are developed and delivered by organisations with the appropriate duties, powers and statutory responsibilities working in partnership with the Carlisle Renaissance Delivery Team and other organisations and bodies as appropriate.
- 6.1.2 Use all reasonable endeavours to secure funding for and implement projects and supporting strategies and plans for which they have the statutory responsibility.
- 6.2 The financial contribution from each Founding Member shall be set out in the Action Plan.

7 Disputes and Differences

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

8 Legal Status

- 8.1 This collaboration Agreement is not intended to create any legal relationship between the Founding Members and no Member shall have any rights or liabilities in relation to any other Member in connection with the subject matter of this Memorandum.

9 Confidentiality

- 9.1 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.
- 9.2 The provisions of Paragraph 9.1 shall not apply to any confidential information used divulged or communicated:

9.2.1 On the unanimous instruction of the Board; or

9.2.2 To officers, employees and advisers of the Founding Members.

9.3 The Founding Members agree to abide by the data Protection Act 1998.

10 A diagrammatic representation of how the above collaborative arrangements would operate is attached to this agreement as appendix 1.

Signed on behalf of)
NORTHWEST REGIONAL DEVELOPMENT AGENCY)
In the presence of)

Authorised Signatory

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

Authorised Signatory

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

Authorised Signatory