

# **Agreement for Project Partners concerning the partnership for the implementation of the Great Fen Project.**

## **Nature of the Agreement**

Nothing in this Agreement will be construed as creating a legal partnership or joint venture. The Partners enter into this Agreement in good faith and in the spirit of co-operation in order to achieve common aims.

The Agreement is between

1. ENVIRONMENT AGENCY whose administrative offices are at Rio House Waterside Drive Aztec West Almondsbury Bristol BS32 4UD;
2. ENGLISH NATURE whose administrative offices are at Northminster House Peterborough PE1 IUA;
3. WILDLIFE TRUST FOR BEDFORDSHIRE, CAMBRIDGESHIRE, NORTHAMPTONSHIRE AND PETERBOROUGH LTD whose administrative offices are at the Manor House, Broad Street, Great Cambourne, Cambridge CB3 6DH; and
4. HUNTINGDONSHIRE DISTRICT COUNCIL whose administrative offices are at Pathfinder House, St. Mary's Street, Huntingdon PE29 3TN

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## **A Definitions**

“Agreement”	means this Agreement
“The Project”	means the Project described in the document entitled “Great Fen Project Strategy and Action Plan” of which a copy is attached as Annex 1 to this Agreement; and any modifications, deletions or expansions approved in writing by all parties
“The Partners”	means English Nature, Environment Agency, Huntingdonshire District Council, and the Wildlife Trust for Bedfordshire, Cambridgeshire, Northamptonshire and Peterborough
“Project Manager”	means the individual appointed to undertake the role of managing the project.
“The Project Steering Group”	means the group of individuals representing the partners with respect to the project. It may include third party individuals and organisations from time to time as agreed by the partners.

## **B Glossary**

EN	English Nature
EA	Environment Agency
HDC	Huntingdonshire District Council
WT	The Wildlife Trust for Cambridgeshire
PSG	Project Steering Group

# **1 Project Outline**

- 1.1. The project is described in the document entitled “Great Fen Project Strategy and Action Plan” of which a copy is attached as Annex 1 to this Agreement; and includes any modifications, deletions or expansions approved either in writing by all parties or in confirmed Project Steering Group minutes.

# **2 Duration of the Agreement**

- 2.1. This Agreement shall take effect on [7th October 2005]. It shall remain in force until 6th October 2010 unless further extended in accordance with paragraph 5.4. This Agreement will be reviewed annually by the Project Steering Group.

# **3 Funding Arrangements**

- 3.1. Each partner shall seek to provide resources for the benefit of the project. Each partner may seek opportunities for external funding. Information about partner contributions and external funding is presented and considered at each Steering Group meeting.
- 3.2. External funding can be applied for independently or in partnership, but always with the knowledge of the Project Steering Group.
- 3.3. External funding bids shall be agreed and co-ordinated through the PSG.
- 3.4. Summary financial information will be presented at every Project Steering Group meeting by the Project Manager. This will include funds raised, funds applied for and what funds have been used for.

## 4 Duties of the Partners

- 4.1. The objective of the Partners within this Project is to co-operate and foster the implementation of the Project. The Partners commit themselves to doing everything in their power to achieve the implementation and successful outcome of the Project.
- 4.2. Each Partner will implement the portion of the Project for which they are responsible.
- 4.3. The partners will co-operate to produce a single management plan for all land secured by the project within the project area (excluding the two declared National Nature Reserves). Each partner will confirm in writing their support of the plan and subsequent changes to it.
- 4.4. No Partner shall be responsible to any other Partner (whether for breach of contract, negligence or otherwise) in respect of loss of profit, loss of revenue, or loss of contracts or for indirect or consequential loss or damages.
- 4.5. Partners can pursue legal agreements with each other, singly or severally, to execute certain activities within the scope of the project.
- 4.6. The total liability of each Partner under or in connection with this Agreement (whether for breach of contract, negligence or otherwise) shall not exceed the total contribution of the Partner, as set out in Annex 2 to this agreement.
- 4.7. Nothing contained in 4.4 or 4.5 above shall operate to exclude the liability of any Partner for death or personal injury caused by its negligence.
- 4.8. Each Partner shall be responsible for the employment of all necessary personnel and the provision of all necessary accommodation, equipment and services.
- 4.9. Each Partner undertakes to notify the Great Fen Project Steering Group of any event that is liable to prejudice or delay the performance of the Project as soon as possible and assist the Project Steering Group in rapidly finding a workable solution.
- 4.10. Each Partner will appoint (a) representative(s) to the Project Steering Group. Each partner organisation will have one vote when a vote is required at Steering Group Meetings.
- 4.11. Each Partner shall ensure the accuracy of any information it provides to any other Partner(s) for the purposes of the implementation of the Project and to notify any errors in any such information as soon as is practicable to the Partner(s) concerned. The Partner supplying the information shall be under no further obligation in respect of such error and no warranty, condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy and rights of Third Parties by the use of such information. The Partner receiving that information shall in any case be responsible for the use it puts that information.

- 4.12. Each Partner shall comply at its own expense with all relevant legislation pertinent to the implementation of the Project including without limitation all health and safety legislation, legislation under the Data Protection Act 1998 and the Freedom of Information Act 2005.
- 4.13. Each Partner shall be responsible for reporting any financial information as defined by the Project Steering Group in the format of standard accounting procedures (see para 7.1).
- 4.14. Each Partner shall be responsible for the disbursement of all monies and the use of all funds as described in the Great Fen Project Strategy and Action Plan.

## **5 Project Management**

- 5.1. The Project will be overseen by a Project Steering Group consisting of representatives from the partner organisations listed in the Definitions above. Additional members eg specialists, may be co-opted to the Project Steering Group as necessary with the joint approval of all Partners. (Contractors may attend these meetings but it is not desirable that they should be present at all meetings or for all agenda items).
- 5.2. The Project Steering Group will meet approximately every six weeks for the purpose of reviewing the progress of the Project to date against set milestones or performance measures and to consider the future direction of the Project. All meetings will be formally minuted. The rules for conduct of business are attached as Annex 3 to this agreement.
- 5.3. A Project Manager will be employed to undertake various activities to enable the project partners to achieve the targets and objectives set out in the 'Great Fen Project Strategy', attached as Annex 1 to this Agreement. The roles and responsibilities of the Project Manager are set out in Annex 4 attached to this Agreement.
- 5.4. At the end of the duration of this agreement the Project Steering Group will consider whether the Project should continue. All partners must agree to any extension to the Agreement in writing.

## **6 Land Ownership**

- 6.1. Land purchased for purposes of achieving the aims and objectives of the project will remain in the ownership of the purchasing partner. Partners are ultimately responsible for their own land and keeping it in good order. Section 4 above will apply.

## **7 Administration**

- 7.1. Each Partner shall retain all and any documentation required for the implementation of the Project or any other use identified by the Project Steering Group for at least seven years. Partners shall also keep and maintain records in relation to the Project's funding arrangements as may be required by Internal or Statutory Auditors for a period of seven years. All

Partners shall reserve the right to request reasonable access to such documentation for the purposes of examining all records relating to the Project by appropriate staff.

- 7.2. Each Partner shall maintain an Inventory of any Capital item purchased for the purpose of implementing the Project and shall inform the Project Steering Group of any such purchase. All items so purchased shall remain the property of the purchasing Partner who will safeguard and maintain the item(s) in an appropriate manner.

## **8 Copyright and Freedom of Information**

- 8.1. Ownership and copyright of any matter arising from this Project shall be deemed to be shared equally between all Partners to the Agreement in perpetuity. The use of such copyright material during the life of the Project by any Partner shall be agreed by the Project Steering Group. Access to any copyright material shall include rights of access to the Project on reasonable request.
- 8.2. Dissemination of information, publicity and any results, together with acknowledgements relating to the Project, shall be determined and agreed by the Project Steering Group taking into account the provisions of paragraph 8.3 below.
- 8.3. English Nature, the Environment Agency and Huntingdonshire District Council, are required to adhere to Freedom of Information legislation. There is therefore a presumption that information on any aspect of this project may be disclosed. The Project Steering Group has the responsibility for identifying any aspect of this Project which may not be disclosed. The basis for any such decision must be recorded. Individual Partners will advise the Steering Group of any requests for information identified for non-disclosure.

## **9 Intellectual copyright**

- 9.1. All Intellectual Property Rights owned by Partners before the date of this Memorandum of Agreement shall remain the property of that partner.
- 9.2. All Partners will have free and unfettered use of any resulting data arising from this Project, except where the PSG agrees that confidentiality should be kept or where the Data Protection Act might be infringed. All partners will work together to jointly publish and disseminate data and results arising from this project.

## **10 Insurance**

- 10.1. Each Partner is advised to make provision to insure themselves against all damages incurred by sub contractors and other third parties caused by the implementation of the Project and also of this Agreement.
- 10.2. Each Partner (being the organisations not the individual representatives) shall be responsible for the work to be rendered by that Partner (and any

sub contractors). Each Partner shall indemnify and hold harmless such other Partners against liabilities, damages and costs resulting from the non-compliance of their performance, duties and obligations as described in this Agreement and its annexes.

## **11 Working Language**

11.1. The working language of this Agreement shall be English.

## **12 Governing Law**

12.1. This Agreement will be governed under English Law.

## **13 Entire Agreement**

13.1. The Partners agree that this Agreement constitutes the entire contract between them, except in cases described in paragraph 4.5, and may not be varied except by written agreement in the form of Addendum to be signed by all Partners.

## **14 Notices**

14.1. Any notice to this Agreement shall be sent in writing and be sufficiently served on any Partner at the address given above, or any other address stipulated in writing by the Partner. Notices shall be served by recorded delivery in an envelope marked with the Project name. Any change in domicile shall be forwarded to the Project Manager within 15 days following the change of address, by registered mail.



## **15 Nullity**

- 15.1. Should one of the provisions of the Agreement be declared null or void in the law governing this Agreement, this shall not render the remaining provisions null and void.
- 15.2. The fact that one of the Partners does not demand application of one of the provisions of the Agreement does not imply that this Partner waives such provision.

## **16 Lapse of Time**

- 16.1. Legal proceedings concerning any issue from this Agreement may not be lodged before the courts more than three years after the facts giving rise to the claim or after the Partner making the claim first became aware of the facts giving rise to the claim. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.

## **17 Force Majeure**

- 17.1. No Partner shall be held liable for not complying with obligations ensuring from this Agreement should the non-compliance be caused by force majeure. All events or circumstances outside the reasonable control of the Partners and that impede the implementation of the Agreement shall be deemed to constitute force majeure.
- 17.2. If such a case arises, the Partner involved should notify Project Steering Group immediately in writing.

## **18 Legal Succession**

- 18.1. In cases of legal succession the Partner is obliged to transfer all duties under this Agreement to the legal successor.

## **19 Procurement**

- 19.1. Public sector Partners should adhere to their own procurement procedures that meet or exceed the requirements specified by EC Procurement Directives.
- 19.2. Partners may not tender for any aspect of the Project as they may have an unfair advantage from their position within the Project. Partners may undertake work for other Partners in connection with the implementation of the Project provided that they are reimbursed at cost only i.e. not for profit. Such costs may be subject to scrutiny by an auditor at the request of the Project Steering Group.

## **20 Assignment**

- 20.1. No Partner shall assign or transfer any interest in this Agreement without prior written joint agreement by all other Partners.

## **21 Non fulfilment of obligations or delay**

- 21.1. Should one of the Partners be in default of its obligations, the Partners may decide with two thirds majority of remaining members of the Project Steering Group to debar the defaulting partner from the Project.

## **22 Arbitration**

- 22.1. Any dispute or difference arising from interpretation of the terms of this Agreement shall, at the option of any aggrieved Partner, be referred for arbitration by the Chartered Institute Of Arbitrators.

## **23 Termination**

- 23.1. Any Partner to this Agreement may give three month's notice in writing of an intention to withdraw from the Agreement to the Chair of the Steering Group, giving a full explanation for the reasons for termination.
- 23.2. The remaining Partners will consider the impact of the withdrawal of the terminating Partner and decide upon appropriate action to maintain implementation of the Project.
- 23.3. The remaining Partners will not be required to take on the responsibility or financial liability of a withdrawing Partner. Should the remaining Partners choose to increase their contribution, financial or otherwise, then this will be reflected in an Addendum to the Agreement, signed by all remaining Partners.

## 24 Signatures to the Agreement

Signed \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Date \_\_\_\_\_  
Organisation \_\_\_\_\_

Signed \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Date \_\_\_\_\_  
Organisation \_\_\_\_\_

Signed \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Date \_\_\_\_\_  
Organisation \_\_\_\_\_

Signed \_\_\_\_\_  
Name (please print) \_\_\_\_\_  
Date \_\_\_\_\_  
Organisation \_\_\_\_\_