

SOUTH DERBYSHIRE LOCAL STRATEGIC PARTNERSHIP**CONSTITUTION****1. Name**

The name of the partnership will be the ***South Derbyshire Local Strategic Partnership***.

2. Definitions

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| SDLSP | South Derbyshire Local Strategic Partnership |
| Board | Partnership Board of the SDLSP |
| Accountable Body | The organisation responsible for the receipt and management of financial and other resources |
| Partnership Forum | Forum for the SDLSP |
| Community Sector Forum | Forum for the Community Sector |
| Community Strategy | Strategy for the Community |
| Designated Office | Civic Offices, Swadlincote |
| Designated Officer | Legal & Democratic Services' Manager |

3. Legal Status

The SDLSP will be an unincorporated, non-statutory, non-executive body with South Derbyshire District Council acting as the Accountable Body.

This is not seen as being prescriptive but as appropriate in present circumstances. The SDLSP may later wish to consider a move to being a company limited by guarantee or establishing a community development trust in order to assume responsibility for delivery of certain services.

4. Aims and Objectives

Initially, there is a need to create a vision for the SDLSP. From this a mission statement and the means to achieve it will flow. In the legislative context it might be " To develop and establish with the community both a sustainable vision for South Derbyshire and the means to achieve it ".

To achieve this the SDLSP will need to :-

- ◆ Facilitate the development of common aims and joint priorities
- ◆ Build common purpose and shared commitment
- ◆ Draw on the expertise of the public, community, voluntary and private sector partners to make local services more responsive and effective
- ◆ Ensure, by working with appropriate agencies and partners, that mainstream services are of the highest quality

- ◆ Secure, by working with appropriate agencies and partners, the development of the local economy
- ◆ Work to ensure, as far as possible, that actions of the agencies and partners and plans and programmes of the SDLSP lead to and enhance sustainable communities

5. Values of the SDLSP

The SDLSP shall be governed by the following values:-

- ◆ making decisions openly and with integrity
- ◆ being accountable to the people of South Derbyshire for our decisions
- ◆ involving all communities in choices about services and local priorities
- ◆ being open and responsive to change
- ◆ promoting equality of opportunity and treating people fairly in everything we do
- ◆ working collectively and collaboratively to achieve more than we can on our own
- ◆ valuing the contribution of local people and partner organisations to the work of the SDLSP
- ◆ achieving a better quality of life for everyone now and for generations to come

6. Membership of the SDLSP

The SDLSP is intended to be broadly representative of the public, private, community and voluntary sectors in South Derbyshire. Any organisation or resident operating within the community of South Derbyshire is eligible for membership.

7. Structure of the SDLSP

The SDLSP will consist of an overarching **Partnership Forum** with a duly nominated **Board** to oversee the business of the Partnership. **Working Groups** will be established under the Board's jurisdiction to focus on specific issues or special projects as and when required.

8. Functions and Responsibilities of the Partnership Forum

The Partnership Forum's principal role will be largely consultative, offering opportunities to debate policy and advice to the Board. Specific remits include:-

- ◆ Overseeing the work of the Board.
- ◆ Guiding the development and implementation of the Community Strategy
- ◆ Promoting Community involvement in the work of the SDLSP
- ◆ Developing and realising the vision.
- ◆ Ensuring that activities are conducted in an inclusive way and to reduce inequality

9. Officers of the Partnership

A Secretary and Financial advisor will be appointed to aid the running of the SDLSP

10. Membership of the Board

The Board shall consist of 24 members comprising 6 from the local authorities, 6 from other 'public sector' organisations, 6 from the private sector and 6 from the voluntary/community sectors

All representatives should be of sufficient seniority to enable them to make strategic decisions that may impose requirements or impact upon their organisations. It will be for each sector to nominate appropriate representatives.

Any nominating body/sector shall have the right at any time to remove a representative and make a replacement nomination subject to formal notice to the Board.

Board representatives may offer a relevant substitute representative in their absence.

Representatives of the Government Office for the East Midlands and the East Midlands Development Agency are eligible to attend Board meetings in their advisory capacity but will not have voting rights. Other observers may be in attendance at Board Meetings at the Chair's discretion and only in relation to a particular issue for discussion. Observers will have no voting rights.

11. Functions and Responsibilities of the Board

The Board will be required to:-

- ◆ act as the strategic body to oversee the general development and management of the SDLSP and seek its endorsement as fit for purpose.
- ◆ represent the views of the local community on matters of significance.
- ◆ seek to co-ordinate and rationalise existing partnerships and practices to maximise efficiency and reduce duplication.
- ◆ co-ordinate plans and initiatives for service providers to work together with the community to meet local needs and priorities.
- ◆ prepare and implement the Community Strategy.
- ◆ encourage a community ethos in the public and private sector partners and encourage the adoption of innovative practices in the delivery of mainstream services.
- ◆ champion South Derbyshire by promoting the interests of the area to outside agencies, lobbying and projecting a positive image of the area.
- ◆ deliver and co-ordinate funding proposals to outside agencies

12. Appointment of Chair/Vice Chairs of the Board

The Chair and Vice Chairs will be elected by the Board Members and the term of office shall be two years from the date of election.

13. Board meetings

The Board will usually meet at least once every three months.

A special meeting may be convened at the request of the Chair at any time to discuss urgent business.

Partnership Forum meetings will be held twice a year one of which will be the Annual General Meeting

14. Voting Rights

Board decisions, if not by consensus, shall be taken by a simple majority with the Chair having an additional casting vote in the event of equality voting. The Quorum should be 50% of the Board representatives with at least one member from each sector. Officers to the SDLSP will have no voting rights.

15. Declarations of Interest

Any Board representative having a personal interest within the meaning of the Accountable Body's Code of Conduct shall at the start of the meeting, or as soon as possible thereafter, disclose the existence and nature of that interest. However, they can remain in the meeting and consider, discuss and vote on the matter. Where the interest is a prejudicial one within the meaning of the Code, the representative must declare the existence of that interest and leave the room where the meeting is being held and must not seek improperly to influence a decision about the matter. The Board representative will take no part in the consideration, discussion or voting in respect of the business. The minutes of the meeting will record the declaration.

16. Openness and Transparency

In the interests of Openness and Transparency Board meetings will be regulated as follows:-

- ◆ Members of the public may attend all meetings subject only to that specified below
- ◆ Copies of the agenda and reports open to the public will be available for inspection at the designated office at least five clear days before the meeting.
- ◆ If an item is added to the agenda later, the revised agenda will be open to inspection from the time the item was added to the agenda. (Where reports are prepared after the summons has been sent out, the designated officer shall make each such report available to the public as soon as the report is completed and sent to members of the Board).
- ◆ The public will be excluded from meetings whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that confidential information would be disclosed.

17. Financial Matters

The management of the Board's financial affairs will be conducted in accordance with the Financial Regulations and the associated Financial Procedure rules of the Accountable Body as set out in Part 4 of the Accountable Body's Constitution.

18. Changes to the Constitution

The Constitution of the SDLSP may be varied or changed at a Special General meeting or Annual General Meeting of the Partnership Forum called for that purpose. Twenty one days notice in writing shall be given to all SDLSP representatives of the proposed change.

19. Resources

Members can contribute funds to the running of the SDLSP and these will be administered by the Accountable Body.



DERBY & DERBYSHIRE ECONOMIC DEVELOPMENT PARTNERSHIP (DDEP)

STANDARD TERMS and CONDITIONS

1. AMENDMENTS

No amendments to this Agreement shall be effective unless agreed in writing by, or on behalf of DDEP and the Agreement Holder.

2. VARIATION, WITHOLDING AND REPAYMENT OF GRANT

2.1 DDEP may vary and/or withhold any or all of the payments of the Grant and/or require repayment of that part of the Grant already paid to the Agreement Holder at any time if:

- i) The Agreement Holders financial condition has altered an any material way;
- ii) In our opinion, the progress towards achieving the milestones and outputs set out in your proposal is unsatisfactory;
- iii) In our opinion, the future of the Agreement Holders activities in respect of the Project is in jeopardy;
- iv) We or any other UK governmental, regional or other authority are required to as a result of a decision or ruling by the European Commission;

- v) There is any change in the law, Government policy or our financing arrangements with the East Midlands Development Agency which mean that we can no longer make the Grant, or any part of it, to you;
- vi) The Agreement Holder becomes insolvent or make arrangements with creditors, or goes into liquidation or takes or suffers any steps preparatory to winding up or to the appointment of an Administrator, Liquidator or Receiver;
- vii) There is a change of your ownership or control of the Agreement Holder or a reorganisation resulting in the Agreement Holder merging with another legal entity;
- viii) In our opinion, any information you have given, on which we have based our decision to make the Grant, changes substantially during implementation of the Proposal and the Project or is shown to be incorrect or misleading or any claim for Grant is based upon inaccurate or misleading information; or
- ix) In our opinion, you fail to comply with any terms and conditions of this Agreement.

3. PAYMENT OF FINAL CLAIMS

Where total project costs exceed £50,000, final claims must be verified by a qualified auditor. The Agreement holder undertakes to submit a final claim, verified and signed by their auditor.

No more than 95% of the grant due from DDEP may be claimed until a verified final claim has been received by us.

4. RECOVERY OF SUMS DUE

Where under this Agreement any sum of money shall be recoverable from, or payable by the Agreement Holder to DDEP, DDEP may deduct the same from any sum then due or which at any time thereafter may become due to the Agreement Holder from DDEP.

5. PAYMENT

Subject to the due performance by the Agreement Holder of all its obligations under this Agreement, DDEP shall make payments to the Agreement Holder in accordance with the payment schedule set out within this Agreement

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts to resolve any disputes.

7. MONITORING, FINANCIAL AUDIT AND INFORMATION

The Agreement Holder shall, and shall procure that its sub contractors shall, permit representatives of DDEP, the East Midlands Development Agency, the Department of Trade and Industry, the National Audit Office and the European Court of Auditors or their agents to monitor and examine the records of the Agreement Holder and its sub contractors and where required provide all information and copies of such relevant documents. Such representatives shall be permitted to assess the management and delivery of the Project at any reasonable time. The Agreement Holder shall, if required by any such representative provide appropriate oral or written explanations.

8. WARRANTY

8.1 The Agreement Holder warrants to DDEP that all activities funded by the Agreement Holder pursuant to this Agreement shall be through appropriately skilled, qualified and trained personnel, with the due care and diligence as is reasonable for DDEP to expect in all the circumstances.

8.2 The Agreement Holder shall comply with all applicable laws when engaging in all activities contemplated by the parties pursuant to this Agreement.

9. INDEMNITY

The Agreement Holder shall fully indemnify and keep DDEP, the East Midlands Development Agency and the Department of Trade and Industry ("DTI") fully indemnified against the cost, expenses or claims in respect of any loss or injury to, or any act, default or omission by the Agreement Holder which DDEP, the East Midlands Development Agency or DTI shall become liable to pay, except to the extent that such cost, expense, or claim is caused solely by negligence of DDEP.

10. VAT

All payments made to the Agreement Holder are exclusive of recoverable VAT.

Payments may include non recoverable VAT, where these are identified within the Agreement.

11. INVENTORY OF ASSETS

11.1 The "Agreement Holder" shall establish and maintain an inventory of all capital assets acquired, built, or improved wholly or partly by the Project, whether owned by the Agreement Holder or third parties. The inventory should show the:

- (a) date of purchase;

- (b) owner of asset;
- (c) description of asset;
- (d) price paid net of recoverable VAT;
- (e) amount of Single Programme grant paid;
- (f) location of the title deeds;
- (g) serial or identification numbers;
- (h) location of the asset;
- (i) date of disposal; and
- (j) sale proceeds net of VAT.

- 11.2 Items worth less than £2,500, or written off during the first year, should not be included in the asset inventory. Assets must be retained in the inventory until written off in the Agreement Holder's books. In the case of items such as land and buildings, the asset inventory must be maintained indefinitely (or for the duration of the lease in the case of leases of land and buildings). The subsequent disposal of assets must also be recorded. The inventory must be available for inspection by the Agreement Holder's external auditor, DDEP or anyone acting on their behalf or by the National Audit Office (NAO).
- 11.3 The asset inventory should be reviewed at regular intervals (and at least once a year) by the Agreement Holder. Where an item, because of write-down in the accounts of the Agreement Holder (in accordance with standard accounting practice), no longer has a book value above £2,500, it may be removed from the inventory, although an auditable record of the decision must be retained. In most cases, the cost of the asset should be recorded, rather than the amount of grant, since it is the value of the asset that is written down in the accounts. However, in the case of minor improvements, the costs of the works may be recorded - although, when the possibility of clawback is considered, valuation evidence will be required. Minor works include maintenance, wiring etc, but not extensions or major rebuilding work; and can be written off over time.

12. DISPOSAL OF ASSETS

- 12.1 The Agreement Holder must notify the DDEP of any proposal to dispose of any capital asset which is, or should be, listed in the asset inventory, by sale, transfer of ownership, a lease in excess of seven years, or by any other means. Transfer of an asset to a separate joint venture or wholly owned subsidiary constitutes a disposal.
- 12.2 DDEP may require a share in the proceeds of any disposal. The disposal value is the actual or estimated open market value of the capital asset at the time of disposal. Where a building has been refurbished or land has been reclaimed using Single Programme grant but grant was not provided for acquisition, DDEP will require a share of the increase in the value of the capital asset attributable to the Single Programme grant.

- 12.3 The Grant, plus any corresponding proportionate increases in value of any capital asset will be clawed back in all cases where disposal of an asset occurs, unless specific written consent for clawback to be waived or deferred has been obtained from the DDEP in advance. Given the complexity of the circumstances in which clawback may be deferred, the Agreement Holder is also advised to consult DDEP well in advance of any decision to change the ownership of a grant funded asset, if deferral of clawback is likely to be requested.
- 12.4 Where all or any part of the Grant has been used to acquire, reclaim or refurbish land or a building for subsequent disposal, the Agreement Holder must, within a reasonable time of the completion of the works, notify DDEP of the expected date of disposal, and then the actual date. If DDEP considers that there is an unreasonable delay in disposing of the land or building or bringing it into use, DDEP may recover up to the total amount of Grant paid in respect of that Project, without awaiting disposal.
- 12.5 The Agreement Holder must send a valuation to DDEP prepared or certified by an independent professionally qualified valuer, no later than 30 days after disposal of any land or buildings. Where DDEP requires a share of the proceeds of any disposal, the amount due must be repaid in full within 30 days of the receipt of disposal proceeds. Where disposal is on deferred sale terms, DDEP may agree to repayment in stages.

Change of Use of Assets

- 12.6 The Agreement Holder must notify DDEP if it is proposed to change the use of a capital asset which was acquired, reclaimed or refurbished using the Grant. If the new use does not continue to reflect the objectives in the "Proposal" and the "Agreement", DDEP may recover funds up to the total amount of Single Programme grant paid in respect of that project, plus any corresponding proportionate increases in value of the capital asset. DDEP may – solely at its discretion – waive its rights to recover funds if the new use of the capital asset adequately supports the then current DDEP objectives.

Income

- 12.7 The Agreement Holder must notify DDEP of any income (including rental income) or any unexpected receipt in excess of the estimated level taken into account when the grant requirement was first determined, which accrues from a project funded in whole or part by the Grant. DDEP may agree (in writing), solely at its discretion, that the income or receipt may be retained by the "Agreement Holder", if they are satisfied that it will be used for activities which contribute towards the achievement of the then current DDEP objectives. If not, DDEP will require a share of the income (or the proportion of it attributable to the Single Programme grant). DDEP's share of the income shall not exceed the total amount of grant paid in respect of the project concerned. **Income in this context does not mean the capital receipt arising from the disposal of a grant-aided capital asset (see paragraphs 12.1 to 12.5), nor contributions to project costs from other (private or public sector) sources.**

13. INSURANCE LIABILITY

The Agreement Holder shall take out and maintain in force adequate insurance against any losses and damages arising from fault or negligence on the part of the Agreement Holder in performance of this Agreement.

14. HEALTH & SAFETY

It shall be the responsibility of the Agreement Holder to take all necessary steps for securing the health, safety and welfare arrangements associated with the Project.

The Agreement Holder shall ensure:

- i) that any notification in respect of its undertaking or operations for the time being required to be given by or under the health and safety or other legislation is duly given to the appropriate person or authority, as the case requires;
- ii) that written assurances are obtained from all sub-contractors involved in the Project to the effect that they (the sub-contractors) have duly given any notification required to be given by or under legislation currently in place.

Without prejudice to the generality of the foregoing, the Agreement Holder shall, and shall procure that any sub-contractor shall, comply with all relevant Health and Safety legislation and Health and Safety Commission approved codes of practice.

15. EQUALITY OF OPPORTUNITY

The Agreement Holder shall procure that neither the Agreement Holder nor (where applicable) any of its sub-contractors shall commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975, Race Relations Act 1976, or Disability Discrimination Act (1995), any other legislation relating to discrimination, or any enactments modifying or replacing them.

16. FINANCIAL RECORDS

The Agreement Holder shall keep accurate and complete accounting records of all income and expenditure relating to the Project in a manner which enables all Project and Grant funds to be identified separately from any other income and expenditure.

The Agreement Holder shall retain such records for 7 years from the end of the financial year in which the last payment was made under the Agreement and shall make such Records available for inspection as may reasonably be requested at any time prior to the expiry of that period.

The Agreement Holder shall on request furnish DDEP with a copy of the Agreement Holder's latest audited accounts.

DDEP reserves the right, at any time and as it may deem necessary:-

- i) to require the Agreement Holder to provide evidence of financial resources sufficient to enable them to continue to complete the Project; and
- ii) to require any financial statement made by the Agreement Holder under the Agreement to be certified by an independent accountant;
- iii) to call for a report, by an independent accountant, on the financial systems and controls operated by the Agreement Holder in respect of claims made by the Agreement Holder pursuant to the agreement of DDEP to provide the Grant for the Project.

17. MARKETING

Any press releases and/or announcements relating to the Project should be approved by DDEP and should contain reference to our funding and the involvement of DDEP.

Where press releases and other marketing materials display the logos of partner organisations involved in the project, DDEP's logo should be the same size as those of other funders and in a form approved by DDEP. We retain the right, exercisable without reference to you, to make such announcements in connection with our funding of your Project as we from time to time decide.

18. CORPORATE STRUCTURE

The Agreement Holder must inform the DDEP of any proposed changes to its constitution or Memorandum and Articles of Association. The DDEP has the right to review the validity of this agreement in the light of such proposed changes and if necessary terminate the agreement forthwith without notice.

19. EUROPEAN COMMUNITY STATE AID RULES

The Agreement Holder undertakes to operate the Project in a manner which ensures that the award of the Grant complies with the current State Aid laws, rules and regulations or any legislation superseding it.

Failure to do so will result in termination of this agreement and the Agreement Holder will become liable for repayment of any grant funding already received through the Agreement.

Detailed guidance on State Aid rules can be found in "European Community State Aids: Guidance for all Departments and Agencies." Published by DTI in June 2001.

If DDEP requires repayment of any part of the Grant due to non compliance with State Aid Rules and Regulations, it may charge the Agreement Holder interest at a commercial rate as determined by the European Commission. This may be up to 4%

above the then current base rate of Barclays Bank plc payable on the amount unpaid from the original date(s) of payment until repayment is made in full.

20. EUROPEAN COMMUNITY PUBLIC PROCUREMENT RULES

The Project must abide by relevant Directives on public procurement as from time to time issued by the EC and the Regulations implementing them. It is the responsibility of the Agreement Holder to ensure that it abides by the public procurement rules. It will be necessary for the Agreement Holder to complete, as appropriate, either a questionnaire on public procurement for projects above the thresholds in the Directives and Regulations, or a declaration that the rules have been complied with for projects below the thresholds or a declaration that the public procurement rules do not apply to the relevant activities of the Agreement Holder. Copies of the standard questionnaire and declaration are available from emda. If an advertisement of contracts in the Official Journal of the European Communities is required, the Contractor must provide a copy of the advertisement to DDEP before any grant is paid.

21. COMPETITIVE TENDERING

Where the Agreement Holder is letting contracts, they should do so, wherever possible through Competitive Tendering procedures. Competitive tenders should be obtained for the supply of all goods, materials and services in excess of £10,000, including expenses, but exclusive of VAT. The contract should be awarded to tender which provides the best overall value for money, which may not necessarily be the lowest.

In addition, it is desirable that alternative quotations should be obtained for goods, works and services costing less than £10,000 wherever practicable.

Single tender action up to £50,000 may be justified in certain circumstances without first obtaining alternative tenders if only one supplier is available for technical, artistic or rights reasons or in cases of extreme urgency arising from unforeseeable circumstances. Any contract awarded by use of a single tender must be reported to DDEP.

