

Step Forward Tees Valley (SFTV) Programme

INVITATION TO TENDER FOR THE PROVISION OF FEMALE SPECIFIC SERVICES

26th April 2017

Background

The Northern Inclusion Consortium is inviting interested parties to tender for the supply and delivery of a service across the five Tees Valley Local Authority areas (Darlington, Stockton, Hartlepool, Middlesbrough, Redcar and Cleveland) to:

- **Increase the access and engagement of female participants onto the SFTV programme**
- **Increase the skill, knowledge base and employability prospects of female participants on the programme.**

The Northern Inclusion Consortium (NIC), is an established partnership of four of the North East's largest charities – DISC, Groundwork, Changing Lives and Mental Health Concern. See www.niconsortium.org for more information. Working with a broader set of delivery partners we are delivering the Big Lottery Fund / European Social Fund funded Building Better Opportunities Programme in Tees Valley through the Step Forward Tees Valley Programme. The programme aims to improve employability for the most disadvantaged and provide help to those with multiple and complex needs using a case management model. Each participant that comes onto the programme will be allocated to a Navigator who will provide the one-one support and enable the access to services that the participant requires. The programme aims to work with an equal number of males and females and a particular target group are females who are classed as being economically inactive, which could be the result of having childcare responsibilities or those thinking about returning to training and work after a period of illness. For more information about the programme please follow this link www.sfteesvalley.co.uk.

We now wish to buy in additional provision to support the specific needs of female participants. The indicative budget for this service is £20,000-£25,000 (inclusive of VAT) over the course of the programme, up until September 2019.

Scope of Provision Required

We require the provision to commence at the earliest opportunity and run until September 2019. The provision should:

- Increase the access and engagement of female participants onto the programme. Bidders should detail where they intend to target potential female participants and explain how they will increase access.
- Improve the confidence and job specific skills of female participants onto the programme. To ensure that women experiencing barriers to entering training or work opportunities have priority access to services that will support employability prospects (the successful bidder will have knowledge of the employability landscape)
- Provide wrap-around support to enable female participants to benefit from the programme. To ensure that the specific needs of female participants with multiple and complex needs are better supported through a holistic response from services. The successful provider will be required to form

good working relationships with Navigators to ensure that the female participant receives the support required.

Submitting Tender – How to Respond

1. Responses must be submitted via electronic format to anna.white@changing-lives.org.uk by **Noon on Tuesday, 16th May 2017.**

Your Response must cover:

- A description/evidence of knowledge, skills and experience that are relevant to this piece of work
- An overview of what activity you would undertake to increase the access and engagement of female participants
- A description of what provision and experience you have and would provide to improve the confidence and job specific skills of female participants
- An outline of what wrap-around support you could provide to enable the full participation of females on the programme, including access to childcare provision, the location and environment for delivery
- An overview of how female participants on the Step Forward Tees Valley Programme would receive priority access to services provided
- A breakdown of the cost per female participant. Please note unless the service is VAT exempt, all prices quoted must also include VAT. The charges must be quoted in pounds sterling.

2. Decision Process

The decision on who we appoint to provide this service will be based upon the cost and description of provision and support that is provided using the scoring matrix contained at Appendix A. Shortlisted organisations may be invited to an interview, on which the final decision will be made by a panel. We will advise all who submit an expression of interest of the outcome.

3. Clarification

If you require clarification with respect to the contents of this ITT or Tender Process, please email Helen Collins at helen.collins@niconsortium.org. Questions or requests for clarification must be submitted prior to the closing date for the submission of questions. NIC will publish questions and responses to questions to all bidders.

4. Timetable

The indicative timetable for the procurement is as follows:

Stage	Target Date
Release Invitation to Tender	Thursday, 26 th April 2017
Closing date for questions from Bidders	2nd May 2017
Tender Submission Deadline	Noon Tuesday, 16 th May 2017
Evaluation of Tenders	Monday 22 th May 2017
Potential Interview	Week ending Thursday 25 th May 2017
Outcome of Contract Award	Monday, 5 th June 2017 or earlier

INVITATION TO TENDER

1.

Registered Company Name	
Registered Company Address	
Postcode	
Website	
Type of Organisation (i.e. registered charity, Public Sector, Private Sector)	
Company number if appropriate	
Charity number if appropriate	
What is your organisations turnover based on the last year's full accounts	
What is your organisation's net profit/loss based on the last 3 years	
What is the size of your organisation?	☐ Micro-entities (Less than 10 employees) ☐ Small-sized enterprises (Less than 50 employees; annual turnover below 6.5m; balance sheet total less than £3.26m) ☐ Medium-sized enterprises (less than 250 employees; annual turnover below 25.9m; balance sheet total less than £12.9m) ☐ Large Business (250 or more employees)

Can you confirm whether your organisation has the following insurance or will have it in place by contract commencement (Please include a scanned copy of your insurance policies with your return)	
Employer's Liability Insurance. Please state the upper limit of indemnity of insurance?	
Public Liability Insurance. Please state the upper limit of indemnity of insurance?	
Professional Indemnity Insurance. Please state the upper limit of indemnity of insurance?	

Can you indicate which of the following Policies / Procedures your organisation has:		
	Yes	No
Health and Safety		
Equality and Diversity		
Safeguarding Vulnerable Adults		
Safeguarding Children		
Lone Working		
Data Protection and Storage		
Information Security		
Complaints		
Code of Conduct		
Risk Assessments		
Quality Assurance		
Capability		
Performance		
Disciplinary		

Please supply the below information about yourself, as the person completing this application:	
Name of key contact	
Position	
Telephone	
Email	
Postcode	

Due Diligence:

Are there any material pending or threatened litigation or other legal proceedings connected with similar projects against your organisation and/or any of its named supply chain members (sub-contractors) that may affect the delivery of this project?
Yes ☐ No ☐
If you answered “Yes” to the previous question please provide an explanatory statement.
Has there been any material litigation or other legal proceedings connected with similar projects against your organisation and / or any of its named supply chain members (sub-contractors) in the last three years that may affect delivery of this project?
Yes ☐ No ☐
If you answered “Yes” to the previous question please provide an explanatory statement.
Has your organisation had any contracts terminated early in the last 3 years, or any contracts where damages have been claimed by the contracting authority?
Yes ☐ No ☐
If you answered “Yes” to the previous question please provide an explanatory statement.

- Please submit copies of your annual accounts for the last two years which should provide detail re balance sheet and profit and loss account.

Please note any successful organisation may be subject to further due diligence checks pertaining to relevant insurance and financial accounts.

1. Supporting Evidence of Delivery: Please describe and provide evidence of knowledge, skills and experience that are relevant to this piece of work (Maximum 250 words)
2. Supporting Evidence of Delivery: Please provide a brief overview of your organisation's key activities that will enable you to engage female participants onto Step Forward Tees Valley programme. (Maximum 250 words)
3. Supporting Evidence of Delivery: Please provide a brief overview of your organisations key activities, delivery expertise and performance in supporting female participants toward the labour market. (Maximum 250 words)
4. Supporting Evidence of Delivery: Please provide a brief overview of what wrap-around support you could provide to enable the full participation of female participants on the Step Forward Tees Valley Programme, including access to childcare provision, the location, and environment for delivery. (Maximum 250 words)
5. Supporting Evidence of Delivery: Please provide an overview of how female participants on the Step Forward Tees Valley Programme would receive priority access to services provided. (Maximum 250 words)
6. Please provide a detailed breakdown of cost per female participant INCLUSIVE OF VAT to get on the Step Forward Tees Valley programme and to be supported whilst on the programme. Can you also indicate the volume of women you envisaging getting onto the programme in the duration of this contract.



Undertaking

As an authorised representative of the organisation, I certify that the information supplied is accurate and to the best of my knowledge. I understand and accept that false information would result in rejection of the application or termination of the subsequent contract.

Name _____

Signature _____

Date _____

Appendix A – Scoring Matrix

This procurement will be evaluated and scored against the criteria listed below using a weighted attribute evaluation method. The Evaluation Panel will be comprised of relevant representatives of the NIC and Step Forward Tees Valley Team.

Supporting Evidence of Delivery	Scoring Method	Maximum Score	Weighting
Please describe and provide evidence of knowledge, skills and experience that are relevant to this piece of work	0-no experience and/or examples 1-Limited experience and/ or examples 2-Moderate experience and/or examples 3-Extensive experience and/or examples	3	15
Please provide a brief overview of your organisation's key activities that will enable you to engage female participants onto Step Forward Tees Valley programme.	1-Inadequate approach/limited description and detail 2-Adequate approach/Moderate description and detail 3-Comprehensive approach/ high level of description and detail	3	10
Please provide a brief overview of your organisations key activities, delivery expertise and performance in supporting female participants toward the labour market.	0-no experience and/or examples 1-Limited experience and/ or examples 2-Moderate experience and/or examples 3-Extensive experience and/or examples	3	15
Supporting Evidence of Delivery: Please provide a brief overview of what wrap-around support you could provide to enable the full participation of female participants on the Step Forward Tees Valley Programme, including access to childcare provision, the location, and environment for delivery.	0-meets limited requirements 1-Meets adequate requirements 2-Exceeds requirements	2	15
Supporting Evidence of Delivery: Please provide an overview of how female participants on the Step Forward Tees Valley Programme would receive priority access to services provided	1-Inadequate approach/limited description and detail 2-Adequate approach/ moderate description and detail 3-Comprehensive approach/high level of description and detail	3	10
Please provide a detailed breakdown of cost per female participant and volume levels	0-no costs and volume provided/costs do not represent value for money 1-costs and volume within budget, representing value for money 2 – costs and volume provide exceptional value for money	2	35

The Northern Inclusion Consortium – sample Terms and Conditions & Partnership Agreement

Dated **19th August 2016**

Partners Agreement



muckle^{LLP}

Muckle LLP

Time Central

32 Gallowgate

Newcastle upon Tyne

NE1 4BF

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**Step Forward
Tees Valley**

A project delivered through the Northern Inclusion Consortium



LOTTERY FUNDED



European Union
European
Social Fund

Parties

- (1) **Northern Inclusion Consortium Limited** a company limited by guarantee (registered company number 8641934) whose registered office is at 36 Brenkley Way, Blezard Business Park, Seaton Burn, Newcastle upon Tyne, NE13 6DS (**Lead Partner**);
- (2) **Groundwork North East** a company limited by guarantee (registered company number **02702815** registered charity number 1017706) whose registered office is at Grosvenor House, 29 Market Place, Bishop Auckland, County Durham, DL14 7NP;
- (3) **The Cyrenians Ltd** a company limited by guarantee (registered company number **00995799** registered charity number 500640) whose registered office is at Textile House, Dukesway, Team Valley Trading Estate, Gateshead, Tyne and Wear, NE11 0LF;
- (4) **Developing Initiatives for Support in the Community** a company limited by guarantee (registered company number **01820492** registered charity number 515755) whose registered office is at Sapphire House, les Centre, Horndale Avenue, Aycliffe Business Park, Newton Aycliffe, County Durham, DL5 6DS (**DISC**);
- (5) **Mental Health Concern** a company limited by guarantee (registered company number **02073465** registered charity number 519332) whose registered office is at 36 Brenkley Way, Blezard Business Park, Seaton Burn, Newcastle upon Tyne, NE13 6DS;
- (6) **Amacus Ltd** a private limited company (registered company number 4833650) whose registered office is at 8a Upper Church Street, Hartlepool, TS24 7ET;
- (7) **BECON (Black Minority Ethnic Community Organisation Network)** a company limited by guarantee (registered company number **04329582** registered charity number 1094993) whose registered office is at 34 Grainger Park Road, Fenham, Newcastle upon Tyne, NE4 8RY;

- (8) **Catalyst Stockton on Tees Limited** a company limited by guarantee (registered company number **04016295** registered charity number 1083231) whose registered office is at Catalyst House, 27 Yarm Road, Stockton on Tees, TS18 3NJ;
- (9) **Enterprise Revolution CIC** a community interest company limited by guarantee (registered company number 7252043) whose registered office is at Central Point Business Centre, 202-206 Linthorpe Road, Middlesbrough, Cleveland, TS1 3QW;
- (10) **Finchale Training College** a company limited by guarantee (registered company number **02526862** registered charity number 1001027) whose registered office is at Durham, DH1 5RX;
- (11) **Hartlepool and East Durham Mind** a company limited by guarantee (registered company number **06502878** registered charity number 1125924) whose registered office is at Crown Buildings, Tees Street, Hartlepool, TS24 8HB;
- (12) **Hartlepool Voluntary Development Agency Limited** a company limited by guarantee (registered company number **04682579** registered charity number 1098248) whose registered office is at Hartlepool Voluntary Development Agency, Rockhaven, 36 Victoria Road, Hartlepool, TS26 8DD;
- (13) **Middlesbrough Mind Limited** a company limited by guarantee (registered company number **05884630** registered charity number 1118098) whose registered office is at The Mind Centre, 90-92 Lothian Road, Middlesbrough, Cleveland, TS4 2QX;
- (14) **Middlesbrough Football Club Foundation** a company limited by guarantee (registered company number **03142447** registered charity number 1059418) whose registered office is at Brignell Road, Riverside Park Industrial Estate, Middlesbrough, TS2 1PS;
- (15) **Middlesbrough Voluntary Development Agency** a company limited by guarantee (registered company number **04509224** registered charity number 1094112) whose registered office is at St Marys Centre, 82-90 Corporation Road, Middlesbrough, TS1 2RW;

- (16) **Pioneering Care Partnership** a company limited by guarantee (registered company number **03491237** registered charity number 1067888) whose registered office is at Pioneering Care Centre, Carers Way, Newton Aycliffe, County Durham, DL5 4SF;
- (17) **Redcar and Cleveland Voluntary Development Agency** a company limited by guarantee (registered charity number 1135959) whose registered office is at Westfield Farm, The Green, Redcar, Cleveland, TS10 5NA;
- (18) **Redcar and Cleveland Mind** a company limited by guarantee (registered company number **02720382** registered charity number 1142520) whose registered office is at 6-8 West Dyke Road, Redcar, Cleveland, TS10 1DZ;
- (19) **Safe in Tees Valley Limited** a company limited by guarantee (registered company number **03186535** registered charity number 1112657) whose registered office is at 1st Floor, Hampdon House, Falcon Court, Preston Farm Industrial Estate, Stockton on Tees, TS2 1BB;
- (20) **Tees Valley Arts** a company limited by guarantee (registered company number **01656560** registered charity number 515369) whose registered office is at Royal Middlehaven House, 21 Gosford Street, Middlesbrough, Cleveland, TS2 1BB;
- (21) **Tees Valley Rural Community Council** a company limited by guarantee (registered company number **03750700** registered charity number 1080282) whose registered office is at Unit 2a Cadcam Centre, High Force Road, Riverside Park Industrial Estate, Middlesbrough, Cleveland, TS2 1RH;
- (22) **University of Teesside Enterprises Limited** a company limited by guarantee (registered company number 2455705) whose registered office is at Teesside University, Borough Road, Middlesbrough, Cleveland, TS1 3BA;
- (23) **The WM Morrison Darlington Enterprise Trust** a company limited by guarantee (registered company number **07180982** registered charity number 1135126) whose registered office is at Morton Park Business Training Centre, Morton Park, Yarm Road, Darlington, County Durham, DL1 4PJ;

- (24) **Darlington Citizens Advice Bureau** a company limited by guarantee (registered company number **05562437** registered charity number 1112414) whose registered office is at 14 Horsemarket, Darlington, County Durham, DL1 5PT;
- (25) **Hartlepool Citizens Advice Bureau** a company limited by guarantee (registered company number **07508891** registered charity number 1140773) whose registered office is at 87 Park Road, Hartlepool, TS26 9HP;
- (26) **Middlesbrough Citizens Advice Bureau** a company limited by guarantee (registered company number **04573848** registered charity number 1096071) whose registered office is at 3 Bolckow Street, Middlesbrough, TS1 1TH
- (27) **Redcar and Cleveland Citizens Advice Bureau** a company limited by guarantee (registered company number **06541094** registered charity number 1130809) whose registered office is at Grangetown Neighbourhood Centre, Bolckow Road, Grangetown, Middlesbrough, Cleveland, TS6 7BS; and
- (28) **Stockton and District Advice and Information Service** a company limited by guarantee (registered company number **05053647** registered charity number 1105391) whose registered office is at Stockton Information and Advice Centre, Bath Lane, Stockton on Tees, Cleveland, TS18 2DS.

Background

- (A) The Lead Partner and Partners wish to work together to deliver the Project which is part of the Building Better Opportunities Programme.
- (B) The Parties wish to record the basis on which they will work with each other to deliver the Project. The Project will be delivered by the Lead Partner and Partners in accordance with the terms of this Agreement.

1. Definitions and Interpretations

1.1 The definitions and rules of interpretation in this clause 1 apply in this Agreement.

Area	Tees Valley;
Branding and Publicity Requirements	the European Branding and Publicity Requirements and the Fund Branding Guidance;
Building Better Opportunities Programme	Building Better Opportunities which is a Fund and European Social Fund co-funded initiative scheduled to run for the Term with the common aim of tackling poverty, promoting social inclusion and supporting people in the Area to secure long term employment;
Business Day	any day which is not a Saturday, a Sunday or a bank or public holiday in England;
Confidential Information	means all information that is marked as confidential and that is disclosed by one party to any of the others for the purpose of conducting the Project whatsoever and howsoever stored;
Core Partnership Group	the group established in accordance with clause 5.2;
Effective Date	<i>1 September 2016</i>
European Branding and Publicity Requirements	the European Regional Development Fund and European Social Fund Branding and Publicity Requirements dated October 2015 as amended from time to time;
Fund	the Big Lottery Fund;
Fund Branding Guidance	the branding guidance of the Fund, including guidance on the use of the National Lottery

'Crossed Fingers' logo, as amended from time to time;

Intellectual Property Rights

patents, trademarks, trade names, design rights, copyright (including rights in computer software and moral rights), database rights, rights in know how and other intellectual property rights, in each case whether registered or unregistered and including but not limited to applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

Local Delivery Groups

the five local delivery groups established in accordance with clause 5.2;

NIC Operational Board

the board established in accordance with clause 5.2;

Partners

the parties to this Agreement with the exception of the Lead Partner;

Partner Budget and Target Profile

the budget and outcome targets as agreed between the Lead Partner and each Partner at the date of this Agreement and as amended by agreement between the Lead Partner and the relevant Partner from time to time;

Procurement Law Guidance

Procurement Law ESIF compliance guidance note published 2 December 2015 as amended from time to time;

Project

the project as defined in clause 2 of this Agreement;

all information, know-how and techniques (whether or not confidential) and in whatever form held which in any way relates to the Project;

Project Plan

the business plan of the Project, incorporating the equal opportunities action plan, sustainability action plan and communications action plan, as signed by the Lead Partner and as agreed by the Lead Partner from time to time;

Review Meeting

has the meaning given in clause 10.1;

Term

the period from the Effective Date to 31 December 2019; and

Terms and Conditions

the standard terms and conditions for the Building Better Opportunities Programme issued by the Fund and dated 20th July 2016.

1.2 In this Agreement (except where the context otherwise requires):

- 1.2.1 any reference to the Background or a clause or schedule is to the relevant Background or relevant clause or schedule of or to this Agreement and any reference to a paragraph is to the relevant paragraph of the Background, clause or schedule in which it appears;
- 1.2.2 the index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 1.2.3 use of the singular includes the plural and vice versa;
- 1.2.4 use of any gender includes the other genders;
- 1.2.5 any reference to persons includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
- 1.2.6 any reference to a statute, statutory provision or subordinate legislation (**Legislation**) shall (except where the context otherwise requires) be construed as referring to:
 - 1.2.6.1 such Legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such Legislation; and

1.2.6.2 any former Legislation which it re-enacts, consolidates or enacts in rewritten form; provided that in the case of those matters which fall within clause 1.2.6.1, as between the parties, no such amendment or modification shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;

1.2.7 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term; and

1.2.8 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 The Schedules and Background form part of this Agreement and shall have effect as it set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules and Background.

2. Purpose and Project

2.1 The project aims to bring together a partnership of organisations to support the hardest to reach residents across the Area to achieve real change in their lives, improving linkages between services to address needs and move people towards and, over time, into work as further detailed in the Project Plan (**Project**).

2.2 The Partners wish to work together to deliver the Project and develop a portfolio of activities to meet the objectives of the Building Better Opportunities Programme.

2.3 The Lead Partner shall develop and ensure delivery of the Project Plan and co-ordinate resources needed to deliver the Project Plan.

2.4 The key objective of the Project is to provide holistic and bespoke support for those individuals who are furthest from the labour market in order to increase their employability and improve their prospects for employment. The project will address the following three themes in combination, in order to provide a single holistic service:

- 2.4.1 **Removing Health and Wellbeing Barriers to Employment** for those with multiple complex needs. Under this theme, the project will address 'multiple barriers' to entering work, offering support to participants who may be experiencing poor physical and mental health, childcare or caring responsibilities, poor unstable housing situations, drug and alcohol addictions, lack of personal transport, lack of awareness of in-work benefits, lack of ID or email address, and lack of basic social/employability skills;
- 2.4.2 **Steps towards employment.** Under this theme, the project will provide the means through which disadvantaged people can become work-ready, by encouraging individuals to gain the appropriate skills, build confidence and increase their understanding of the range of opportunities available in the labour market. Individuals will also be supported to gain work-related experience in particular through access to volunteering and other work experience opportunities; and
- 2.4.3 **Financial/Digital Inclusion.** Under this theme, the project will provide support for individuals to develop their financial and digital skills to improve their financial stability. Financial and digital Inclusion activities will increase the confidence of participants and support the transition from benefits to employment.

3. Principles

The Partners and Lead Partner agree to adopt the following principles in delivery of the Project:

- 3.1 to collaborate and co-operate to ensure that activities are delivered and actions taken as required;
- 3.2 to use all reasonable endeavours to act in the best interests of the Project;
- 3.3 be accountable to each other for performance of this Agreement;
- 3.4 share information, material and skills to learn from each other and develop effective working practices;
- 3.5 to provide such resources and/or services identified as being their responsibility to provide;
- 3.6 communication of any kind will be exchanged in an open, honest and clear way;
- 3.7 each Partner recognises the commitment, expertise and ideas of fellow Partners;
- 3.8 each Partner will take an active role in delivery of the Project and complete all work in the agreed timescales; and
- 3.9 the Partners and Lead Partner shall adhere to all relevant statutory requirements and best practice in carrying out the Project. This shall include but not be limited to compliance with EU procurement rules, data protection and freedom of information legislation.

4.1 The Lead Partner shall:

- 4.1.1 comply with the provisions of the Terms and Conditions as applicable. In the event that there is a conflict between the terms of this Agreement and the terms of the Terms and Conditions then the Terms and Conditions shall take precedence;
- 4.1.2 act as the main point of contact on behalf of the Partners with the Fund;
- 4.1.3 develop and maintain the Project Plan;
- 4.1.4 ensure that the budget for the Project as set out by the funding agreed with the Fund is managed in a financially sustainable manner;
- 4.1.5 provide a report to the Partners at each meeting of the Partnership Board on the delivery of the Project including financial information and compliance with the Project Plan so far as it deems necessary;
- 4.1.6 be legally responsible to the Fund and all other relevant parties for delivery of the Project and enter into any such documentation as the Fund requests;
- 4.1.7 be legally responsible for any funding awarded by the Fund in relation to the Project;
- 4.1.8 be financially accountable for any funds that are distributed to the Partners and appointed organisations for delivery of the Project;
- 4.1.9 ensure all reporting requirements set by the Fund are being met;
- 4.1.10 act as the key liaison with the external evaluator of the Fund and agree, with the prior approval of the Partners, to implement appropriate systems to capture learning during delivery of the Project;
- 4.1.11 co-ordinate support of the Partners as necessary including management of the Project;
- 4.1.12 provide information in relation to the Building Better Opportunities Programme and the Project to the Partners as the Partners shall reasonably request;
- 4.1.13 co-ordinate the procurement, negotiation and completion of any contracts awarded to the Partners (or any of them) or any other parties in relation to the Project and manage the delivery of the same;
- 4.1.14 operate a bank account for the finances of the Project;
- 4.1.15 procure at the cost of the Project the production of accounts in relation to the Project; and

4.1.16 co-ordinate and compile all promotional activities and branding in accordance with Fund requirements and guidelines.

4.2 The Partners hereby authorise the Lead Partner to:

4.2.1 open and maintain a dedicated bank account for the benefit of the Project and to use such bank account for the finances of the Project; and

4.2.2 manage the delivery of services in accordance with the Project Plan.

4.3 The Lead Partner shall be paid an appropriate management fee for the above services which shall be determined by the Lead Partner.

5. **Partners**

5.1 Each Partner and the Lead Partner, so far as it shall be responsible for delivery of the Project, shall:

5.1.1 comply with the provisions of the Terms and Conditions as applicable. In the event that there is a conflict between the terms of this Agreement and the terms of the Terms and Conditions then the Terms and Conditions shall take precedence;

5.1.2 carry out its responsibilities in relation to the Project as set out in Schedule 1 and the Partner Budget and Target Profile – Schedules 2 and 3 - in order to achieve the agreed outcomes. The provisions of Schedules 1, 2 and 3 may be varied from time to time in respect of each Partner by agreement between the Lead Partner and Partner, such agreement to be in writing;

5.1.3 ensure that its delivery of the Project adheres to the principles set by the Fund;

5.1.4 provide local intelligence, data, policy and insight to the Lead Partner;

5.1.5 identify and support improvement actions in the engagement, design and delivery, and evaluation of the Project;

5.1.6 provide such information as required by the Lead Partner for the purpose of any evaluation to be carried out by itself or the Fund.

5.1.7 develop, commission and/or deliver programmes, projects and activities to achieve the outcomes stated in the Project Plan and as set out in Schedules 1, 2 and 3 and ensure these meet the criteria and requirements of the Terms and Conditions;

5.1.8 carry out such activities specified in Schedules 1, 2 and 3 in such way as to promote the Project;

5.1.9 adopt such policies and procedures as are reasonably necessary for the delivery of the Project including but not limited to equal opportunities, sustainable development, health and safety and protection of vulnerable persons and as are approved by the Lead Partner;

5.1.10 comply with the Procurement Law Guidance and the European Branding and Publicity Requirements and any other requirements of the European Social Fund;

5.1.11 comply with the Fund Branding Guidance;

5.1.12 prioritise, appraise, approve, monitor, and evaluate the delivery of the Project as determined by the Lead Partner; and

5.1.13 allow access to the Fund and the National Audit Office at any time during a normal Business Day on reasonable notice for the purpose of reviewing and monitoring compliance with this Agreement. Such access shall be permitted both during and for up to 10 years after the Term, and such period shall be subject to variation at the discretion of the Fund.

5.2 The Lead Partner and Partners shall form the following groups which shall operate in accordance with Schedule 4:

5.2.1 the NIC Operational Board which shall be chaired by DISC and shall be formed by a representative of each of DISC, Groundwork North East, The Cyrenians Ltd and Mental Health Concern;

5.2.2 the Core Partnership Group which shall be established by the NIC Operational Board and will involve Partners, statutory agencies, employers and stakeholders; and

5.2.3 the Local Delivery Groups which shall be established by the NIC Operational Board. There shall be one Local Delivery Group for each local authority area in which the Project is being delivered and will include representation from Partners in that area.

6. **Payment**

6.1 The Partners shall be entitled to such payment as set out in the Partner Budget and Target Profile for the provision of services. Such payment shall be payable quarterly in advance in accordance with the following provisions of this clause 6.

6.2 Each Partner shall submit an invoice to the Lead Partner by the first day of each quarter for the amount due for that quarter as set out in the Partner Budget and Target Profile (**Quarterly Invoice**).

6.3 The amount due in accordance with the Quarterly Invoice shall be paid by the Lead Partner to the relevant Partner within 30 days of receipt of that Quarterly Invoice, PROVIDED THAT the Lead Partner has received the relevant funds due to it from the Fund. In the event such funds have not been received by the Lead Partner, the payment due in accordance with this clause shall be paid within 30 days of receipt of such funds by the Lead Partner;

- 6.4 Within 10 Business Days following the end of the quarter the Partner shall submit such evidence to support the amount claimed in the Quarterly Invoice, as reasonably requested by the Lead Partner.
- 6.5 On receipt of the evidence provided in accordance with clause 6.4, the Lead Partner shall review both the Quarterly Invoice and the supporting evidence and shall determine if there is sufficient evidence to support the amount claimed. If the Lead Partner determines that the Quarterly Invoice has been supported by sufficient evidence the Lead Partner shall notify the Partner of this.
- 6.6 If the Lead Partner determines that further supporting evidence is required in accordance with clause 6.5 this shall be requested from the relevant Partner. The relevant Partner shall then have a period of five Business Days to produce the requested supporting evidence. If the Lead Partner determines that the Quarterly Invoice has then been supported by sufficient evidence the Lead Partner shall notify the Partner of this.
- 6.7 If the Lead Partner does not agree that the amount of the Quarterly Invoice has been supported by sufficient evidence after considering all supporting evidence then the Lead Partner shall be entitled to deduct such amount from the amount of the following Quarterly Invoice as the Lead Partner determines. The Lead Partner shall issue a written notice to the Partner of the amount that is to be so deducted. In the event that the Partner does not agree with the amount determined by the Lead Partner in accordance with this clause then the parties shall attempt to resolve such dispute in accordance with the provisions of clause 18 (Dispute Resolution). The Fund will withhold 5% of the total monies payable as a retention payment. This is to ensure that all of the monitoring information that is required by the Fund has been provided. An amount equal to such retention payment shall be taken from each Partner's final payment which is due in accordance with this clause.
7. **Commencement and Duration**
- 7.1 Subject to clause 10 (Review) and 12 (Warranties and Undertakings), this Agreement shall commence on the Effective Date and shall continue for the Term unless or until terminated in accordance with clause 17 (Termination).
- 7.2 At the expiry of the Term, the Partners and the Lead Partner may extend the Term for a further period as agreed in writing.
8. **Project Management**

- 8.1 The Lead Partner shall be responsible for appointing a Project Manager. The Project Manager shall have responsibility for the day to day management of the Project and will report to the Partners as the Lead Partner deems necessary.
- 8.2 The Lead Partner shall be responsible for the financial management of the Project, and will manage the Project with all reasonable skill and care. The Lead Partner may at its sole cost seek advice from third parties as required.
- 8.3 The Lead Partner shall decide procedures for dissemination of publications and press releases relating to the Project and shall notify the same to the Partners.
9. **Employees**
- 9.1 The Lead Partner undertakes to employ and/or engage and pay adequate numbers of suitably qualified personnel for the purpose of management of, and delivery of its responsibilities in relation to, the Project.
- 9.2 Each Partner undertakes to employ and/or engage and pay adequate numbers of suitably qualified personnel for the purpose of delivery of its part of the Project as detailed in Schedule 2. In the event that the Partner needs to employ or retain new personnel it shall inform the Lead Partner and the Lead Partner may determine to be involved in any recruitment process to ensure that it is in the best interests of the Project.
- 9.3 All personnel employed or engaged by the Lead Partner or Partners shall undergo disclosure and barring service checks at the sole cost of the employing party to the extent required by reason of the role held by such personnel.
- 9.4 Each Partner undertakes (subject to data protection or other legislation), to provide to the Lead Partner at the Lead Partners' request at any time during this Agreement a list of all personnel employed or engaged by the Partner in connection with the Project.
- 9.5 Each Partner undertakes to comply with and take all reasonable steps to ensure that all its staff, employees and agents comply with any policies and procedures as required by the terms of the Building Better Opportunities Programme and also those adopted by the Lead Partner in relation to the Project as applicable from time to time, including (but not limited to) health and safety policies, protection of vulnerable persons policies, equal opportunity policies and premises policies.

- 9.6 The Lead Partner shall be entitled to review the policies and procedures of the Partners at any time to ensure compliance with clause 9.5 and where necessary request amendments to ensure compliance with the terms of the Building Better Opportunities Programme.
10. **Review**
- 10.1 Each Partner shall submit such monitoring and evaluation information as the Lead Partner shall request from time to time.
- 10.2 The Lead Partner shall hold review meetings with each Partner at least on a quarterly basis on such date(s) as may be notified by the Lead Partner to the Partner in order to review the progress of the Project and the performance of the Partner (each a '**Review Meeting**').
- 10.3 All Review Meetings shall be:
- 10.3.1 convened by the Lead Partner; and
- 10.3.2 attended by:
- 10.3.2.1 such representatives of the Partners as agreed by the Lead Partner; and
- 10.3.2.2 the authorised representative of the Lead Partner and/or such other person as the Lead Partner shall determine.
- 10.4 The following reports must be made available by the Partner to all attendees listed at clause 10.2 above not less than 5 Business Days prior to each Review Meeting:
- 10.4.1 financial claim evidence;
- 10.4.2 participant data;
- 10.4.3 evaluation data;
- 10.4.4 key performance indicators;
- 10.4.5 a written report on the Project;
- 10.4.6 a written report on the performance of the Partner in relation to the Project against the outcomes specified in **Error! Reference source not found.**;
- 10.4.7 any other reports that may be reasonably required by the Lead Partner from time to time; and
- 10.4.8 a report on the implementation of the cross cutting themes of equality of opportunity and sustainable development as required by the Lead Partner.
- 10.5 At each Review Meeting the parties shall discuss the Project pursuant to the terms of this Agreement with the aim of optimising the delivery of the Project to the mutual benefit of the parties and resolving any issues, disputes or problems.

10.6 Without prejudice to the generality of clause 10.4 at each Review Meeting:

10.6.1 the delivery of the Project shall be reviewed against the identified role of the Partner as set out at Schedule 4 and the Lead Partner shall be entitled to make reasonable changes to the delivery or proposed delivery having discussed such reasonable changes with the Partner which shall be implemented by the Partner with immediate effect;

10.6.2 there shall be reviewed and discussed any feedback or complaints received by the Partners in respect of the Project including:

10.6.2.1 what steps have been taken by the Partner to deal with any such feedback or complaints: and

10.6.2.2 what steps or actions the Lead Partner requires the Partner to take to deal with the same; and

10.6.3 personnel levels and project performance will be reviewed.

10.7 In the event that the Lead Partner is not satisfied with the outcome of any review carried out in accordance with clause 10.1 above, then the Lead Partner shall issue the relevant Partner with written notice of those issues within 14 days of the completion of such review.

10.8 The Partner shall have 20 Business Days to rectify any issues specified in the notice issued in accordance with clause 10.6.

10.9 In the event that any issues identified in accordance with clauses 10.1 and 10.6 are not rectified to the satisfaction of the Lead Partner then the Lead Partner may issue a written notice to the Partner terminating that Partner's involvement in the delivery of the Project in accordance with clause 14.

10.10 The Lead Partner shall be entitled to carry out a visit at the Partner's premises at any time on at least one day's notice for the purpose of monitoring compliance with this Agreement.

11. **Responsibilities of the Parties**

11.1 Each of the Partners undertakes to the parties to perform and fulfil on time the respective tasks assigned to them by the Lead Partner and all other of its obligations under this Agreement.

11.2 Each Partner undertakes to notify the Lead Partner:

11.2.1 as soon as reasonably practicable if it becomes aware of any significant issue (including but not limited to potential delay) which may affect the performance of its duties and responsibilities under this Agreement; and

11.2.1 within 5 Business Days of receipt by it, of relevant communications from third parties in relation to the Project.

- 11.3 Each Partner shall use its best endeavours to ensure the accuracy of any information or materials it supplies in relation to the Project and promptly to correct any error therein in which it is notified.
- 11.4 Each Partner agrees not to issue any press releases or other such publicity materials relating to the Project without obtaining prior approval from the Lead Partner, who shall ensure compliance with guidance issued by the Fund including the Branding and Publicity Requirements. Each Partner shall comply with the Branding and Publicity Requirements and such other guidance in relation to branding and publicity as shall be issued by the Lead Partner from time to time.

12. **Warranties and Undertakings**

- 12.1 Each Partner warrants any Intellectual Property Rights arising out of or relating to work created specifically for the purposes of the Project will vest in the Lead Partner and that no third party will have any right, title or interest, whether legal or beneficial, in any such Intellectual Property Rights, except as otherwise agreed in writing between the relevant Partner and the Lead Partner.
- 12.2 Each Partner warrants that it complies with the Eligibility Rules for the 2014 to 2020 European Social Fund published 10 December 2015.
- 12.3 Each Partner shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of the Project, which will be entirely at the Partner's own expense, unless otherwise set out in this Agreement.
- 12.4 The Lead Partner warrants and undertakes that it shall hold all funding and monies received by it in relation to the Project for and on behalf of the Project.

13. **Addition of Parties**

Other organisations with an interest in the work of the Project may be invited to join as a Partner by the decision of the Lead Partner and on the condition that the new organisation becomes a party to, and adheres strictly to the terms of, this Agreement as if it were a Partner.

14. **Removal or Withdrawal of Parties**

- 14.1 Without prejudice to any other rights or remedies open to the parties, the Lead Partner may, by way of a written notice served on any Partner, terminate that Partner's involvement in the delivery of the Project, if that Partner:
- 14.1.1 is in material or persistent breach of any of the terms of this Agreement and, where the breach is capable of remedy, the Partner fails to remedy such breach within 20 Business Days of a written notice specifying the breach and requiring it to be remedied; or
- 14.1.2 a written notice is issued in accordance with clause 10.8 by the Lead Partner;
- 14.1.3 in the opinion of the Lead Partner acting reasonably, is incompetent, commits any act of gross or persistent misconduct and/or neglects or omits to perform any of its duties or obligations under this Agreement; or
- 14.1.4 being a company, if a resolution is passed for the winding up of the company; or a receiver, administrator or administrative receiver is appointed over the whole or any part of the assets of

the company or the affairs, business and property of the company is to be managed by a supervisor under any arrangement made with the creditors of the company; or

14.1.5 provides the Lead Partner with any false or misleading information with regard to its ability to perform its duties or obligations under this Agreement; or

14.1.6 there is a change of control of the Party within the meaning of section 1124 of the Corporation Tax Act 2010; or

14.1.7 has done anything which brings or might reasonably be expected to bring the other Partners or the Lead Partner or Project into disrepute.

In exercising its rights under this clause 14.1 the Lead Partner shall, unless exceptional circumstances apply (to be determined by the Lead Partner in its absolute discretion), give the relevant Partner at least two months' notice.

14.2 A Partner may terminate its participation in the Project subject to this Agreement and withdraw at any time by giving not less than two calendar months' notice in writing of such withdrawal to the Lead Partner.

14.3 In the event of withdrawal or expulsion of a Partner, such Partner shall:

14.3.1 return all documentation relating to the Project; and

14.3.2 remove any reference to delivery of the Project from documentation issued by the Partner.

15. **Data Management**

15.1 The Lead Partner hereby undertakes to maintain any documentation in relation to the Project for the duration of the Project and for a period of ten years after the end of the Term. This period is subject to extension if the Lead Partner so decides.

15.2 Each Partner and Lead Partner may be processing personal data for the purpose of the Project. Each party shall remain responsible for complying with relevant data protection legislation.

16. **Confidentiality**

16.1 Each Partner and Lead Partner hereby undertakes to the others that it shall ensure that its employees, agents and sub-contractors shall:

16.1.1 keep confidential all Confidential Information (whether written or oral) concerning this Agreement and/or the Project and the business affairs of another Partner that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this Agreement (**Information**);

16.1.2 not without the prior written consent of the relevant other Partner or Lead Partner disclose the Information either in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the implementation or evaluation of the Project who have a need to know the same for the performance of their duties;

16.1.3 use the Information solely in connection with the implementation of the Project and not otherwise for its own benefit or the benefit of any third party; and

16.1.4 these provisions above shall not apply to the whole or any part of the Information to the extent that it can be shown by the receiving Partner to be:

16.1.4.1 known to the receiving Partner prior to the date of this Agreement and not obtained directly or indirectly from any other party; or

16.1.4.2 obtained from a third party who lawfully possesses such Information which has not been obtained in breach of a duty of confidence owed to such other party by any person; or

16.1.4.3 required to be disclosed by legal process, law or regulatory authority.

16.2 Each Partner and Lead Partner hereby undertakes to the others to make all relevant employees, agents and sub-contractors aware of the confidentiality of the Information and provisions of this clause 16 and without prejudice to the generality of the foregoing to ensure compliance by such employees, agents and sub-contractors with the provisions of this clause 16.

17. **Termination**

17.1 This Agreement may be terminated in accordance with the relevant provisions of this Agreement.

17.2 Without prejudice to any of its other rights, the Lead Partner may terminate this Agreement if the Fund terminates or suspends payment of grant funding for the Project.

17.3 The termination of this Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the parties accrued or due prior to termination. The provisions in this Agreement which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

17.4 On termination, each Partner shall forward all documentation and information relating to the Project to the Lead Partner. Each Partner agrees that it shall continue to provide such information in relation to the Project following termination of the Agreement as the Lead Partner may request.

18. Dispute Resolution

- 18.1 The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between an authorised representative of each of the parties who have authority to settle the same.
- 18.2 If the parties fail to resolve any dispute in accordance with clause 18.1 within 20 Business Days of such negotiations commencing, that dispute or claim arising out of or in connection with this Agreement shall be referred to and determined by a sole arbitrator to be appointed by agreement between the parties or, failing such agreement, by a majority decision of the parties.

19. Anti-Discrimination

- 19.1 The parties shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or the provision of goods and services.
- 19.2 The parties shall take all reasonable steps to secure as far as they are able the observance of clause 19.1 by their respective servants, employees or agents and their suppliers engaged in relation to the Project.

20. Liabilities

- 20.1 Except as otherwise expressly provided in this Agreement, the parties shall each bear their own losses or liabilities incurred in complying with their obligations under this Agreement.
- 20.2 To the extent that a party incurs any losses or liabilities as a result of acting in accordance with its obligations under this Agreement, then that party shall be entitled to recover such losses or liabilities from:
- 20.2.1 any funding held by or on behalf of the Lead Partner for the purposes of the Project for the time being in the event that the Project is still being delivered and the Lead Partner determines that such losses or liabilities should be so recovered; and/or
- 20.2.2 any party in breach of this Agreement where such losses or liabilities arise from, or in connection with, such breach (**Defaulting Party**) on an unlimited basis.
- 20.3 To the extent that a party's losses or liabilities are not fully recoverable under clause 20.2 ("**Unrecovered Losses**") then, subject to clause 20.4, all the parties shall be liable for any such Unrecovered Losses up to the amount received by it under this Agreement.

20.4 All parties shall remain solely liable for any losses or liabilities incurred due to their own or their officers' or employees' actions in acting (a) otherwise than in accordance with their obligations under this Agreement or (b) without the properly authorised instructions of the Lead Partner. For the avoidance of doubt the limit on liability included in clause 20.3 shall not apply to any losses or liabilities arising under this clause 20.4.

20.5 Nothing in this Agreement shall exclude or limit any party's liability for death or personal injury resulting from negligence or for any other liability which cannot be excluded or limited by law.

21. **Waiver and Remedies**

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

22. **No Partnership/Agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties or any of them, or to authorise any party to act as agent for any other, and no party shall have authority to act in the name or on behalf of or otherwise to bind any other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. **Costs and Expenses**

Except as otherwise expressly provided in this Agreement, each party shall pay its own costs and expenses relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to in it.

24. **Entire Agreement**

24.1 For the purposes of this clause 24, "**Pre-Contractual Statement**" means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement other than as expressly set out in this Agreement and "**this Agreement**" includes the documents referred to

24.2 This Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

24.3 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any Pre-Contractual Statement, save to the extent that such Pre-Contractual statement relates to any statement in relation to the warranty provided at clause 12.1.

25. **Variation**

Subject to clause 5.1.2, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

26. **Severance**

26.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

26.2 If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

26.3 The parties agree, in the circumstances referred to in clause 26.1 to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of this Agreement shall be suspended while an attempt at such substitution is made.

27. **Notices**

27.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

27.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

27.1.2 sent by email to the address notified in writing to the other parties for this purpose.

27.2 Any notice or communication shall be deemed to have been received:

27.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

27.2.2 if sent by pre-paid first-class post or other next working day delivery service at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; or

27.2.3 if sent by email at 9.00am on the next Business Day after transmission.

27.3 This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered shall be an original, and all the counterparts together shall constitute one and the same instrument.

29. **Governing Law and Jurisdiction**

29.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

29.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

Executed in the manner set out below on the date hereof.

Executed as a deed but not delivered until the date on the front of this document by

Northern Inclusion Consortium Limited

acting by

a director in the presence of

.....

Signature of witness

.....

Name of witness

.....

Address

.....

Occupation

Executed as a deed but not delivered until the date on the front of this document by

The Cyrenians Ltd

acting by

a director in the presence of

.....

Signature of witness

.....

Name of witness

.....

Address

.....

Occupation

Schedule 1

Partner Overall Specification

Partner	Role
Northern Inclusion Consortium	Management: Overall management of Step Forward Tees Valley. Employment of the Programme Management Team
Groundwork North East	Management: Lead on finance and ESF monitoring on behalf of NIC partnership Delivery: Employ Navigators in Middlesbrough and Redcar & Cleveland to conduct assessments, action planning/reviews and to navigate participants into appropriate services /interventions
The Cyrenians Ltd	Management: Lead on HR, Safeguarding and Equalities on behalf of NIC partnership Employer engagement: Programme lead. Employ 3 FTE Employer Engagement workers Employability skills: Delivery of the 'Employment Ready Skills Package' in Middlesbrough and Redcar & Cleveland. Participant involvement: Employer Co-production worker and Peer Mentor / Volunteer Co-ordinator
Developing Initiatives for Support in the Community	Management: Lead on performance management and IT. Delivery: Employ Navigators in Stockton, Darlington and Hartlepool to conduct assessments, action planning/reviews and to navigate participants into appropriate services /interventions.
Mental Health Concern	Management: Lead on facilities, marketing and communications on behalf of NIC partnership. Health and wellbeing: Specialist support programmes to improve mental health and wellbeing. Employ 3.5 Health Link Workers including the Health Support Team Leader
Amacus Ltd	Employability skills: Delivery of the 'Employment Ready Skills Package' in within Stockton and Hartlepool; Health and wellbeing: Specialist support to improve wellbeing within Hartlepool and Stockton

Partner	Role
BECON (Black Minority Ethnic communities Organisations Network)	Engagement: Promote access and support the engagement and participation of BAME individuals across Tees Valley
Catalyst Stockton on Tees Limited	Engagement: Provide activities/events to engage and retain participants across Stockton. Volunteering: Support the recruitment of volunteers
Enterprise Revolution CIC	Enterprise: Delivery of the 'Enterprise Support' package across Tees Valley
Finchale Training College	Engagement: Spot purchase of activities to engage veterans from across Tees Valley
Hartlepool and East Durham Mind	Health and wellbeing: Specialist support/programmes to improve individual's mental health and wellbeing within Hartlepool. Employ 1 FTE Health Link Worker
Hartlepool Voluntary Development Agency Limited	Engagement: Provide activities/events to engage and retain participants across Hartlepool. Volunteering: Support the recruitment of volunteers.
Middlesbrough Mind Limited	Health and wellbeing: Specialist support/programmes to improve individual's mental health and wellbeing within Middlesbrough and Stockton. Employ 2 FTE Health Link Workers
Middlesbrough Football Club Foundation	Engagement: Delivery of sport activities/events to engage and retain participants across Tees Valley.
Middlesbrough Voluntary Development Agency	Engagement: Provide activities/events to engage and retain participants across Middlesbrough. Volunteering: Support the recruitment of volunteers within the project
Pioneering Care Partnership	Health and wellbeing: Specialist support/programmes to improve wellbeing within Darlington, Middlesbrough, Redcar and Cleveland

Partner	Role
Redcar and Cleveland Voluntary Development Agency	Engagement: Provide activities/events to engage and retain participants, across Redcar and Cleveland. Volunteering: Support the recruitment of volunteers within the project
Redcar and Cleveland Mind	Health and wellbeing: Specialist support/programmes to improve participants mental health and wellbeing within Redcar and Cleveland. Employ 1.5 FTE Health Link Workers
Safe in Tees Valley Limited	Digital inclusion: Specialist support/programmes to improve participants digital skills across Tees Valley
Tees Valley Arts	Delivery: Spot purchase of art-based activities/events to support participants across the whole of Tees Valley.
Tees Valley Rural Community Council	Engagement: Provide engagement and access activities/events within the rural parts of Tees Valley Volunteering: Support volunteer recruitment and with travel to work in rural communities
University of Teesside Enterprises Limited	Digital inclusion: Spot purchase of specialist support/programmes to improve participants digital skills across Tees Valley
The WM Morrison Darlington Enterprise Trust	Employability: Delivery of the 'Employment Ready Skills Package' within Darlington
Darlington Citizens Advice Bureau	Financial inclusion: Specialist support to improve participants financial skills across Tees Valley
Hartlepool Citizens Advice Bureau	Financial inclusion: Specialist support to improve participants financial skills across Tees Valley
Middlesbrough Citizens Advice Bureau	Financial inclusion: Specialist support to improve participants financial skills across Tees Valley
Redcar and Cleveland Citizens Advice Bureau	Financial inclusion: Specialist support to improve participants financial skills across Tees Valley

Partner	Role
Stockton and District Advice and Information Services	Financial inclusion: Specialist support to improve participants financial skills across Tees Valley

Schedule 2

Partner Target Milestones

Schedule 3

Partner Budgets





Schedule 4

Governance

1. The Lead Partner shall establish the NIC Operational Board, which shall:
 - 1.1 have overall responsibility for the oversight of the delivery of the Project and performance of the Partners;
 - 1.2 provide overall leadership for the Project;
 - 1.3 ensure compliance with various requirements as set out in this Agreement;
 - 1.4 ensure implementation of the cross-cutting themes of the Project;
 - 1.5 have responsibility for management of the risk register;
 - 1.6 promote capacity building for the Partners; and
 - 1.7 report directly to the board of the Lead Partner.
2. The Core Partnership Group shall:
 - 2.1 review performance of the Project, co-ordinate service provision and ensure area specific issues are addressed;
 - 2.2 report to the NIC Operational Board; and
 - 2.3 meet quarterly or at such other intervals as the NIC Operation Board shall determine.
3. The Local Delivery Groups shall:
 - 3.1 ensure services are co-ordinated at a local level;
 - 3.2 identify local needs and review local delivery;
 - 3.3 discuss service improvement and ensure any outcomes of such discussions are reported to the Core Partnership Group and
 - 3.4 report to the Core Partnership Group.
4. Neither the NIC Operational Board, the Core Partnership Group nor the Local Delivery Groups shall have any power, right or authority under the Agreement to direct the Lead Partner to do, or refrain from doing, anything and in particular anything which is reasonably likely to put the Lead Partner in Breach of its obligations under the Terms and Conditions and this Agreement.

5. The NIC Operational Board shall meet at least [four] times each Year. Meetings of the NIC Operational Board shall take place at such location and on such dates as are set out by DISC as chair of the board.
6. Each party specified in clause 5.2 shall be entitled to indemnify one individual which shall represent them on the Partnership Board ("**Board Representative**"). Each Board Representative shall be suitably experienced and shall have the delegated authority to make decisions on behalf of the party which they represent.
7. Should a Board Representative be unable to attend any meeting of the NIC Operational Board, he or she should make arrangements to send an alternative representative on their behalf, and such alternative shall have delegated authority to make decisions on behalf of the relevant party.
8. The Board Representative of DISC shall be chair of the NIC Operational Board or if he/she decides not to act as such the Lead Partner shall be entitled to appoint the chair. The chair shall be responsible for setting the agenda for each meeting.
9. The NIC Operational Board shall aim to reach a consensus on any matters relating to the Project. Should any matters be put to a vote, each Board Representative shall (subject to paragraph 10 below) have one vote on the matter in question and the resolution shall be passed should a majority of the Board Representative vote in its favour. In the event of a tied vote, the chair shall have a casting vote.
10. Board Representatives shall declare any interest which they or the party they or the party they represent has, or may have, in any proposed transaction, arrangement or decision under discussion or to be discussed by the NIC Operational Board. The chair, or some other person nominated by the chair, shall keep a register of interests.
11. If a party or its Board Representative has, or may have, a material conflict of interest or duties in relation to any matter put to a vote, that Board Representative shall have no vote on the matter, shall not count in the quorum and shall remove itself before any vote is taken. The Chair, acting reasonably and in good faith, shall have authority to determine whether a party or its Board Representative has, or may have, a material conflict of interests or duties. If there is any doubt as to whether the chair has, or may have a material conflict of interests or duties, this shall be determined by a majority decision of the other Board Representatives acting reasonably in good faith.
12. The quorum for any meeting of the NIC Operational Board shall be 75% of the Board Representatives eligible to vote on the matter to include the chair.