

Joint Working Agreement
In respect of the
Ribble Coast and Wetlands Regional Park

JOINT WORKING AGREEMENT

Parties to the agreement:

- 1) **British Waterways** whose registered address is 64 Clarendon Road, Watford, Hertfordshire WD17 1DA
- 2) **Environment Agency** whose address Quadrant 2, 99 Parkway Avenue, Parkway Business Park, Sheffield, S9 4WF
- 3) **Lancashire County Council** whose address County Hall Fishergate Preston Lancashire PR1 8XJ ("LCC")
- 4) **Forestry Commission** whose address is Silvan House, 231Corstorphine Road, Edinburgh, EH14 5NE
- 5) **Fylde Borough Council** whose address is The Town Hall, St Annes Road West, St Annes, Lancashire, FY8 1LW
- 6) **Fylde Vision** whose address is [insert address – could not locate]
- 7) **Groundwork Lancashire West and Wigan Limited** a company registered in England with company number 01764848 whose registered office is at 74-80 Hallgate, Wigan, Lancashire, WN1 1HP
- 8) **Lancashire and Blackpool Tourist Board Limited** a company registered in England with company number 05039554 whose registered address is Christ Church Precinct, County Hall, Fishergate Hill, Preston, Lancashire, PR1 8XJ.
- 9) **Lancashire Economic Partnership Limited** a company registered in England with company number 4797349 whose registered office is The Globe, Accrington, Lancashire, BB5 0RE
- 10) **Rural Futures (North West) Limited** a company registered in England with company number 06588384 whose registered office is at 1 The Creamery Estate, Kenlis Road, Barnacre, Preston, Lancashire, PR3 1GD
- 11) **Natural England** whose address is Natural England, Bullring House, Northgate, Wakefield, WF1 1BJ
- 12) **Preston City Council** whose address is Town Hall, Lancaster Road, Preston, PR1 2RL
- 13) **Royal Society for the Protection of Birds** a charity registered in England with charity number 207076 whose registered address is The Lodge, Potton Road, Andy, Bedfordshire, SG19 2DL
- 14) **Sefton Metropolitan Borough Council** of Town Hall, Lord Street, Southport PR8 1DA
- 15) **South Ribble Borough Council** of Civic Centre, West Paddock, Leyland, PR25 1DH.
- 16) **The Wildlife Trust for Lancashire, Manchester and North Merseyside Limited** a company registered in England with company number 731548 whose

registered address is The Barn, Berkeley Drive, Bamber Bridge, Preston, Lancashire, PR5 6BY

17) **West Lancashire Borough Council** of 52 Derby Street, Ormskirk, West Lancashire, L39 2DF.

18) **Wildfowl and Wetlands Trust** a charity registered in England with charity number 1030884 whose registered address is Slimbridge, Gloucestershire GL2 7BT.

All of the above together constitute the Ribble Coast and Wetlands Park Partners, and are hereafter referred to individually as a "Party" and collectively as "the Parties" or "the Partners" throughout this Agreement.

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Background

- A.** This Joint Working Agreement relates to a partnership between local authorities, government agencies and voluntary sector organisations working together to develop and manage a regional park known as Ribble Coast and Wetlands Regional Park ("RCWRP")
- B.** The area of RCWRP lies to the west of Preston where the River Ribble meets the Irish Sea, and between the coastal resorts of Southport and Ainsdale, and Lytham St Annes. Further inland it takes in the area that previously formed part of the historic Martin Mere, once the largest lake in England, and the corridor of land that follows the River Ribble up to and including Brockhole Wetlands and Woodland Nature Reserve.
- C.** RCWRP is more particularly delineated on the plan edged in red at Schedule 3.
- D.** This Agreement establishes the Partnership as a formal entity. The Partnership will give substance to the RCWRP through appropriate policies and administrative mechanisms and project delivery and in particular will secure the RCWRP as a non-statutory consultee on planning policy that might materially affect the RCWRP's objectives.
- E.** This Agreement establishes the parameters of the working relationship of the Partners and also creates rights and responsibilities in terms of the expenditure and safeguarding of any Grant to ensure fairness and to create a level footing for all Partners notwithstanding the role of Lancashire County Council as the Accountable Body.
- F.** In signing this Partnership Working Agreement, the Partners agree to provide, so far as is reasonably possible, strategic and operational support for the further development of the RCWRP Initiative.
- G.** The Partners will work together to identify sufficient resources to deliver the Vision and Strategic Objectives for the RCWRP Initiative, which are set out in paragraphs 5 and 6 below.
- H.** The Partnership shall continue until terminated under the terms of this Agreement.

The Strategic Objectives of the RWCRP

- i. To enhance and improve the environmental quality, by conserving and protecting existing designated and non-designated natural assets within the Ribble Coast and Wetlands
- ii. To improve and develop the Ribble Coast and Wetlands as a destination and tourist attraction, by creating a sense of place and developing existing and new visitor facilities. Tourism development needs to be sustainable and responsible; it needs to be evidence based and to deliver socio economic benefits

- iii. To develop user friendly and attractive sustainable transport options locally and regionally to/from the Ribble Coast and Wetlands and from one attraction to another, including access for all.
- iv. To promote and enhance participation and ownership of local communities, (residential, business and user/interest groups) through engagement, education and interpretation
- v. To develop a strategic prospectus and master plan in order to build capacity and secure resources for future development, (including studies on target audiences, product development and feasibility

Vision:

By 2020 the RCWRP will be an internationally recognised destination based on its environmental significance, which will be conserved and enhanced. It will improve the quality of life and enhance a sense of place for local communities and visitors. Sustainable development of the Park through tourism will contribute to the region's prosperity and well-being.

IT IS HEREBY AGREED as follows:

1 Definitions

1.1 In this Agreement (which expression shall be deemed to include any schedules and appendices) unless there be something which is inconsistent in the subject or context the following expressions have the following meanings:

- **“Accountable Body”** means LCC acting in its specific role as administrator of the Grant as set out in clause 9.1 and elsewhere in the Agreement; elsewhere where LCC is expressly mentioned then it should be assumed that LCC is acting as a Delivery Agent.
- **“Agreement”** means this agreement including any schedules and appendices thereto
- **“Contractor”** means any person or team under contract with the Delivery Agents to undertake work on the Project by way of Sub-projects;
- **“Delivery Agents”** means all the Parties/Partners to this Agreement delivering a Project within the RCWRP and to include those parties identified on Page 2 and 3;
- **“Funders”** means funders contributing to the Project from time to time;
- **“Grant”** means any funds received for the purposes for the Project from a third party with terms and conditions attached to how those funds may be utilised.
- **“Managing Agent”** the party so appointed with the roles and responsibilities as defined in clause 3 and elsewhere in this Agreement.
- **“Parties”** means the parties to the Agreement, and “Party” means any one of them;
- **“Project”** means the RCWRP Project;

- **“Project Board”** means the board comprising those members appointed to manage and oversee the Project in accordance with appendix 1;
- **“Strategic Objectives”** means those objectives listed in paragraph F in the Background of this Agreement
- **“Sub-project”** means an individual project carried out by a Delivery Agent as part of the overall Project;
- **“Vision”** means the vision held by the Parties for the RCWRP as described in paragraph G within the Background of this Agreement.

1.2 Each Party hereby warrants that it has the power to enter into this Agreement and has obtained all necessary approvals to do so.

1.3 Each Party further warrants and undertakes that it is not aware as at the date hereof of anything within its reasonable control which might adversely affect its ability to fulfil its obligations pursuant to this Agreement.

2 Consideration

2.1 In consideration of the mutual agreements and undertakings set out the Agreement, the Parties have granted the rights and accepted the obligations herein.

3 Obligations of Managing Agent

3.1 One of the Partners shall be appointed by the Partnership Board as the Managing Agent for the Project

The Managing Agent shall:

- Deliver the projects identified, agreed and detailed by the Partners from time to time
- Develop, engage and manage a team to oversee the delivery of the Project, the financial and contractual administration thereof, the monitoring and evaluation of its delivery and the drawdown of funds from the Parties and other Funders.
- Provide the secretariat for the Board and other working or sub-groups associated with the delivery of the Project.
- Support the delivery of Sub-projects by Delivery Agents and community groups.
- Keep accurate records of income and expenditure of the Project together with cash flow projections to meet the needs of the Parties and other Funders.
- Keep accurate records of the achievements of the Project.
- Ensure the timely delivery of any grant claims, achievement and budgetary information as required by the grant conditions of other Funders.

- Ensure that the Sub-projects and the overall Project meets and fulfils the grant conditions of other Funders.
- Provide at it's own expense day-to-day management of the staff employed for the delivery of the Project subject to clause 9.3.10.
- Maintain the overall records and ensuring that it complies with its contractual obligations pursuant to the Initial Grant Agreement and the Standard Terms of Grant.
- Participate in the Project Board.

4 Statement of Commitment

- 4.1 The Delivery Agents recognise the authority of the Managing Agent as the proposer to manage the Project pursuant to the conditions of grant of such Funders as may from time to time award a Grant for the delivery of the Project.
- 4.2 In addition to complying with the specific provisions of this Agreement, the Delivery Agents will co-operate with both the Managing Agent and the Accountable Body and take such reasonable and practicable steps in the circumstances to assist them in meeting any Funders terms of grant together with the conditions of grant of any other Funders and the overall delivery of the Project.

5 Rights and Obligations

- 5.1 Each Party shall deliver those parts of the Project for which that Party is responsible.
- 5.2 Risk and responsibility for the effective delivery of the Project is dependent on the co-operation and agreement of all Parties. However, each Party shall be individually accountable to the others for the effective delivery of such work as undertaken by each Party pursuant to this Agreement. Responsibility for any sub-contractors shall rest with the individual Parties who sub-contract the performance of their obligations under this Agreement.

6 Indemnity for Third Party Claims

- 6.1 In the event of any successful claim in respect of any debt, liability, breach of contract, act or omission pursuant to the Project or any Sub-project being made by a third party against all or any of the Parties ("Third Party Claim"), the Party whose act or omission caused the Third Party Claim (by virtue of that Party incurring a debt, liability or that Party's negligence, breach of contract, act or omission or otherwise), shall indemnify each and every other Party against any liability, costs, claims and expenses arising out of such Third Party Claim.

7 Duration of the Agreement

- 7.1 The Project shall commence on the 01 June 2009 and shall continue for a period of three years until the 31 May 2012 and shall terminate automatically without notice on 31 May 2012 unless extended, renewed or continued in accordance with Clause 7.2.
- 7.2 This Agreement may be extended at any time for any period upon written agreement of the Parties.

8 Project Management Arrangements

- 8.1 The Project will be overseen and monitored by the Project Board comprising one representative from each of the Delivery Agents for the time being who shall have authority to act and make decisions on the Delivery Agent's behalf. The terms of reference for the Project Board are set out in Appendix 1.
- 8.2 For the avoidance of doubt all actions and decisions made by the Project Board shall be subject to the overriding need to manage the Project in accordance with the terms of any Grant or Funder and shall be governed by the provisions of this Agreement and any decision inconsistent with such obligations, as determined by Managing Agent and the Accountable Body, acting reasonably and in good faith (in consultation with any Funder as necessary), will be invalid and shall not be binding upon or enforceable against the Parties.
- 8.3 The role of the Project Board will include but not be limited to:
- Oversee the strategic development of the RCWRP.
 - Appoint new members to the Project Board.
 - Appoint the Chair of the Project Board on an annual basis.
 - Appoint a Managing Agent
 - Approve the RCWRP Strategic Plans, Annual Programmes and other plans.
 - At the Annual Meeting each year appoint from amongst the Project Board a Strategy Policy Group and an Operations Group
 - Receipt of the Annual Report.
 - Be able to appoint/invite advisors to attend, but not vote, at Project Board meetings.
 - A majority of Delivery Agent's voting shall prevail with each Delivery Agent's having one vote exercised by their representative on the Project Board. The Chair of the Project Board shall have a casting vote in the event of an equality of votes in addition to any other vote he or she may have.

8.4 Representatives may be appointed or removed by notice in writing to the Chair of the Project Board (and copied to each of the Delivery Agents) by the relevant appointing party served in accordance with the provisions of this Agreement

9 Roles and Responsibilities

9.1 The Accountable Body is responsible to any Funder and/or Delivery Agent for providing the following services on behalf of the Project:

- Letting of contracts in line with appropriate procurement guidelines in accordance with the requirements of the EU Treaty and any relevant EU Directives for the time being in force in the U.K. for the implementation of project activities and proposals as appropriate;
- Securing, establishing, and operating appropriate financial management procedures;
- Supervising management of audit procedures;
- Any other duties from time to time, which the Parties deem appropriate for LCC to carry out in its role as Accountable Body or which is imposed upon the Accountable Body by any Funder.

9.2 LCC shall be the employer of any staff engaged pursuant to this Agreement, particularly as outlined in Clause 3 above, and the Parties together shall indemnify LCC in respect of any claims, liabilities or prosecutions arising from or relating to the employment of staff in connection with the Project.

9.3

- **All Parties' responsibilities:** Parties shall contribute to the overall achievement of the aims and objectives of the Project as detailed above and where they are delivering Sub-projects.
- **Project implementation:** Parties shall implement their individually agreed and specified Sub-projects. Where there is a range of parties (and/or contractors) in the implementation of Sub-project work, Parties are responsible for coordinating and ensuring they deliver their work to the required standards, to the agreed budget and timescales. Details of Sub-projects shall be submitted on proformas, a copy of which is set out in appendix 4 ("Proformas").
- **Conformity:** The detail of Sub-project implementation must conform to originally approved schedules. Any anticipated or actual variance in the cost, timescale or quality of agreed Sub-project outputs shall be reported by the relevant Party to the Managing Agent immediately.
- **Payment claims:** All claims for payment by Parties against allowable Sub-project expenditure should be submitted to the Managing Agent by specified quarterly deadlines, supported by the prescribed documentation.
- **Record keeping:** All Parties shall keep adequate records for audit and monitoring purposes. This includes: financial accounts of Sub-

project related income and expenditure. Performance in relation to the anticipated benefits of the Sub-project.

- **Provision of information:** All Parties shall supply specified information for progress reports, within pre-agreed quarterly deadlines.
- **Long-term monitoring:** The Parties shall provide specified monitoring information, as required by LCC to comply with the terms of any Funder, to the Managing Agent on an annual basis for a minimum period of ten years following the completion of the implementation phase of the Project.
- **Partnership funding:** The Parties shall provide partnership funding at a level specified in the Proformas.

Each Party shall ensure that no capital works are carried out on land or property until they have acquired all necessary consents and permissions, and have consulted and complied with the regulatory requirements of the Environment Agency, the relevant local authority and any other relevant bodies.

The Parties shall ensure that capital works carried out on their land are completed to the standards set out in the specifications to the Project or to such other appropriate standards as are agreed with the Managing Agent before the commencement of the work.

Each Party shall be responsible for the provision of all the necessary personnel, insurance, accommodation and services required for the implementation of their specific Sub-project. Each Party shall exercise proper financial control for the disbursement of all monies and use of funds related to the Project and shall administer their Sub-project according to the standard terms of any Grant.

- **Indemnity:** Each Party shall indemnify Managing Agent and the Accountable Body against any compensation or action for damages which have occurred to the Managing Agent and the Accountable Body arising out of, or in the course of those elements of the Project which that Delivery Agent is responsible for delivery, unless the compensation or action for damages is due to any negligent act or omission on the part of the Managing Agent, the Accountable Body or their respective employees, agents or servants.
- **Limitation of Liability:** The Partner's total liability arising under, or in connection with, this Memorandum, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to one hundred and twenty five percent (125%) of the partnership funding amounts specified within Project Proformas.

10 Financial Management

- 10.1 The Accountable Body shall oversee the financial management of the Project, guided by the Managing Agent and where appropriate act as Grant recipient on behalf of the Parties. Parties shall provide financial information as required by the Accountable Body to fulfil the needs of the Grant claim process. All financial statements will be in a format to be agreed with the Accountable Body and will be in accordance with the standard terms of any appropriate Grant and the Project's requirements, if any. The Accountable Body will submit the Project's returns to any Funder, as appropriate for reimbursement of funds. The Accountable Body will provide financial information as reasonably required for their own auditing or other purposes associated with their own financial management.
- 10.2 On completion or termination of the Project, use of any remaining funds will be determined by the Project Board taking into account the aims and objectives of the Project.
- 10.3 Individual Parties are responsible for ensuring, within their own organisation, an audit trail, taking account of their own auditing processes, is compatible with the standard terms of any Grant as appropriate or with the requirements of the Accountable Body.
- 10.4 If any Funder requires justifiable repayment of all or any of the funds the Project Board shall agree the basis on which such repayments should be made. Where this requirement arises because of the failure of an individual Party or Parties to deliver their Sub-project, that Party shall pay the uncommitted funds directly to that Funder.
- 10.5 If it appears that there is or may be a shortfall in funding for any reason, which may result in a change to the Project, the Project Board will endeavour to secure alternative funding and will inform any Funder as appropriate and obtain its approval for any changes. The Managing Agent will ensure that there is a review of funding at least four times per year.
- 10.6 In the event of a shortfall, the Project Board shall consider whether or not they should make good all or such part of any such shortfall in funding. Where all of the Parties agree to make good all or part of the shortfall they shall do so by contributions in such proportion as their shares of match funding bear to the total match funding. Where all of the Parties fail to agree that it is feasible to make good any such shortfalls, they will agree a reduction in the volume and value of work undertaken accordingly. This will be undertaken in agreement with the Managing Agent, the Accountable Body and any appropriate Funder.
- 10.7 Direct expenditure must not exceed the total Project costs approved by any appropriate Funder, without the prior written approval of the Accountable Body, who will have obtained written approval of the Project Board and any other relevant Funders.
- 10.8 Each Party shall supply as soon as reasonably practicable all financial documents, insurance details and information properly required under the standard terms of any relevant Grant to the Accountable Body on request.

Material shall be sent to the Managing Agent for recording and forwarding to the Accountable Body.

10.9 Any non recoverable VAT incurred on chargeable expenditure commissioned by the Parties in the delivery of Sub-projects will be included within claims submitted for reimbursement by the Accountable Body.

10.10 Parties shall follow any relevant and appropriate guidance from time to time in force for procurement for goods and services and comply with any relevant thresholds in respect of the same. Parties shall take reasonable endeavours to ensure that all transactions demonstrate financial probity and good value.

11 Assignment and Sub-contracting

11.1 Sub-contracting any part of the Project will not relieve a Party of any obligation or duty attributable to them under this Agreement.

11.2 Where a Party sub-contracts their Sub-project to third parties or places orders in connection with the implementation of the Sub-project, it shall obtain from sub-contractors and suppliers all customary trade benefits. Any claim made by a Party shall take this into account by reducing by the amount of the benefit that the Party has had. This rule also applies to any agreements signed between the Parties. The same conditions apply to all expenditure by Parties undertaken as part of the Project.

11.3 Where a Party enters into a sub-contract with a supplier or contractor for the purpose of this Project, the Party shall take such steps as are reasonable and practicable in the circumstances to cause a term to be included in such contract

- 11.4
- which requires payment to be made to the supplier or contractor within a specified period not exceeding 50 days from receipt of a valid invoice; and
 - which requires any supplier or contractor to ensure that all goods or materials supplied or used in the works or provision of services shall, as a minimum requirement, be in accordance with the appropriate and current standard issued by the British Standards Institution; and
 - requiring the sub-contractor or supplier to comply with the Health and Safety Acts, Health and Safety Regulations and Codes of Practice approved by the Health and Safety Commission.

12 Budget

12.1 Cash flow projections will be subject to revision by the Managing Agent, in agreement with the Project Board, in response to changed circumstances, but always subject to the standard terms of any relevant Grant.

12.2 The Accountable Body shall agree arrangements and timing with Parties for the regular reimbursement of costs, other than in-kind contributions, which Parties have incurred pursuant to the Project. The Accountable Body will

ensure that valid invoices submitted by the Parties are paid within 30 days of receipt and agreement of each such invoice subject to the supply of valid claim evidence.

13 Reporting and Accounting

- 13.1 The accounting and reporting year will run from 1 April to 31 March. Interim financial and progress report of the Project's activities and achievements will be prepared by the Managing Agent for consideration by the Project Board. A final report will be completed and agreed by the completion date of the Project. Annual reports and a full final report will be completed by the Managing Agent with such assistance as is necessary from the Parties and agreed by the Project Board within 3 months of the end of each anniversary of the commencement of the Project and by its completion date. Copies of all such reports will be made available to all Delivery Agents.
- 13.2 In addition to the above at 13.1, the Managing Agent shall be responsible for ensuring the management of the Project budget in line with any standard terms and conditions of any relevant Grant and shall indemnify the Accountable Body in respect of any breach of such terms and conditions for which the Management Agent is responsible.
- 13.3 The Managing Agent shall report to the Project Board with a financial report on a quarterly basis.

14 Publicity and Acknowledgements

- 14.1 Any press releases or other public statements about the Project will only be issued in accordance with this Agreement and the procedures agreed by the Project Board. The Parties agree that, in conducting the Project and in publicising its work, full recognition will be given to the support of each contributing party, along with any Funder as appropriate and as required by any relevant standard terms and conditions of Grant. Public statements or press releases about the Project will be printed and distributed on Project stationery. All Parties will be given at least 5 working day's notice of the issue of a press release. Where an individual Party is contacted by the press, the Party shall use reasonable endeavours to represent the interests of the Project faithfully and inform all Parties of the press inquiry. The conditions laid out in this clause will apply until one year beyond termination of this Agreement.

15 Resolution of Disputes

- 15.1 In the event of a dispute the Partners shall attempt in good faith to negotiate an informal settlement of any dispute between them arising out of or in connection with RCWRP Initiative.
- 15.2 If the Partners are not able to resolve the dispute in informal discussion with the other Partners then it may at its option give notice to the other party in writing of its intention to invoke the dispute procedure set out in clauses 15.3 to 15.5 below.

- 15.3 Within 10 days of receipt of the said notice or any other period agreed between the Partners, their nominated representatives shall meet together to attempt to resolve the said dispute.
- 15.4 In the event that the Partners, via their nominated representatives, fail to resolve the said dispute the Partners shall provide a representative of greater seniority than their nominated representative to meet within 10 days of the meeting referred to in clause 15.3 (or such other period agreed between the parties) in a further attempt to resolve the dispute.
- 15.5 The Partners agree to continue in good faith with the performance of the RCWRP Initiative during any dispute process
- 15.6 If, failing the dispute resolution procedure outlined above at 15.1-15.5, the construction, validity and performance of this Agreement will be determined according to English law, and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts in any actions arising out of this Agreement.

16 Amendments to the Agreement

- 16.1 Any amendments to this Agreement must be approved in writing by all of the Parties and will not take effect until any necessary approval has been obtained
- 16.2 Any proposed assignment or transfer of the benefit of this Agreement by any Party must be first approved in writing by all of the remaining Parties and Project Board.

17 Termination of the Membership of the Project Board

- 17.1 The Project Board acting reasonably and in good faith shall be entitled to determine that a material breach of an essential term of this Agreement has been committed by a Party without reasonable cause. The Project Board shall write to the Party requesting that such breach be remedied within such reasonable time as may be specified in writing by the Project Board. If the breach is not remedied the Project Board shall meet to consider the alleged breach and shall be entitled, but not bound, to terminate the involvement of the Party concerned, without prejudice to their rights and to enforce any obligations outstanding, including making payment of any outstanding contributions.
- 17.2 The terms of the Agreement shall cease to apply, in respect of any Party, without prejudice to the rights of the other Parties, between themselves, or against that Party, if that Party without reasonable cause commits a material breach of an essential obligation of this Agreement and the Project Board acting reasonably and in good faith decides that it should no longer be a Party.

18 Termination of the Joint Working Agreement

- 18.1 Either at the termination of this Agreement or if the Parties decide to otherwise terminate this Agreement, any assets remaining after all debts

and liabilities have been satisfied, shall (subject to the provisions of any specific funding agreement) not be repaid or distributed among the Parties, but shall instead be gifted or transferred to some other partnership, company limited by guarantee, charity or joint working group having similar aims to those of the RCWRP project and chosen by the Project Board at or before the time of termination of this Agreement.

19 No Partnership

19.1 For the avoidance of doubt it is expressly stated that the entering of this Agreement does not constitute a legal partnership amongst the Parties.

20 Counterparts

20.1 This Agreement may be executed in a number of counterparts and by the Parties to it on separate counterparts each of which when executed and delivered will be an original, but together will constitute one and the same instrument

21 Law

21.1 This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement.

22 Rights after Termination

22.1 The termination of this Agreement however caused shall be without prejudice to any obligation or rights of any Party which shall have accrued prior to such termination of this Agreement which expressly or by implication provided to come into effect on, or to continue with effect after, such termination.

23 Waiver

23.1 No failure to exercise and no delay on exercising on the part of any Party any right, power or privilege under this Agreement shall operate as a waiver of it nor shall any single or partial exercise of any right, power, privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

24 Third Party Rights

24.1 The terms of this Agreement are not enforceable under the Contract (Rights of Third Parties) Act 1999 by any person not a Party.

25 New Parties

25.1 Other persons or organisations may become Parties to this Agreement if they shall execute and deliver the Deed of Adherence substantially in the

form set out in appendix 5 to this Agreement and all references to Parties or Party in this Agreement shall include all such persons or organisations.

- 25.2 This Agreement shall be binding upon each Party's permitted successors and assigns.

26 Retirement from Partnership Working

- 26.1 Any Party may cease its involvement in the Project by giving not less than 3 months' notice in writing to all of the other Parties to this Agreement.

27 Notices

- 27.1 Any notice given by any of the Parties shall be served on the other Parties including an outgoing Party by personal delivery, pre-paid recorded delivery, first class post, telex or facsimile transmission to the addresses set out at the beginning of this Agreement or such subsequent addresses as may be notified.

- 27.2 Any such notice shall be deemed to be effectively served:

In the case of service by pre-paid recorded delivery or first class post 48 hours after posting.

In the case of service by telex or facsimile transmission on the next following day.

- 27.3 A notice given by more than one Party may be given in one or more copies each signed by one or more of them.

28 Entire Agreement

- 28.1 This Agreement, its Schedules and Appendices contain all the terms which the Parties have agreed in relation to the Project and supersedes any prior written or oral agreement, representations or understandings between the Parties in relation to the Project.