

DATED _____ 2005

(1) THE SHEFFIELD CITY COUNCIL

- and -

(2) BARNSELY METROPOLITAN BOROUGH COUNCIL

- and -

(3) ROTHERHAM BOROUGH COUNCIL

- and -

(4) DONCASTER METROPOLITAN BOROUGH COUNCIL

MEMORANDUM OF AGREEMENT
recording the collaboration arrangements in respect of
[DMP South Yorkshire]

Assistant Chief Executive, Legal and Governance
Sheffield City Council

Ref: PMK

THIS AGREEMENT is made the _____ day of _____ 2005

BETWEEN:-

- (1) THE SHEFFIELD CITY COUNCIL of the Town Hall, Sheffield, S1 2HH ("Sheffield");
- (2) BARNSELY METROPOLITAN BOROUGH COUNCIL of [_____] ("Barnsley");
- (3) ROTHERHAM BOROUGH COUNCIL of Civic Building, Walker Place, Rotherham, South Yorkshire S65 1UF ("Rotherham"); and
- (4) DONCASTER METROPOLITAN BOROUGH COUNCIL of [_____] ("Doncaster")

WHEREAS:-

- A The LA Partners have power to promote tourism in their areas under Section 144 Local Government Act 1972, power to enter into a scheme for research dissemination and collection of information relating to any matters concerning their areas under Section 88 Local Government Act 1985 and power to promote the economic social and environmental well-being of their areas under Part 1 of the Local Government Act 2000.
- B The LA Partners have developed and agreed a 10 year vision for South Yorkshire's visitor economy and have agreed to work together and with other public and private sector organisations to develop and expand tourism in South Yorkshire and to improve the range and quality of the services and support to visitors and the tourism industry with the objective of promoting tourism and thereby the economic social and environmental well-being of their areas.
- C Outline approval has been confirmed by Yorkshire Forward ("**YF**") in respect of funding of £500,000 for the financial year ending on 31st March 2006 and £500,000 for each of the following three years (**the "YF Grant"**) to support the Partnership (as hereinafter defined). The YF Grant is conditional upon YF approval of a prioritised plan for strategic activity within the South Yorkshire area. Sheffield has subject to the terms of this Agreement agreed to formally apply for the YF Grant and to be the body accountable for this on behalf of the Partnership.
- D The LA Partners understand that £1,150,000 ERDF Objective 1 funding (under streams 6,7 and 8 of [_____]) (**the "O1 Grant"**) is available as a one-off contribution for the delivery of a number of strategic activities or projects which improve the quality of the tourism offer and benefit the whole of the South Yorkshire area. The O1 Grant is conditional upon the Partnership securing

significant match funding from the public and private sectors. Sheffield has subject to the terms of this Agreement agreed to formally apply for the O1 Grant and to be the body accountable for this on behalf of the Partnership.

NOW IT IS AGREED as follows:-

1. Definitions and Interpretation

1.1 In this Agreement where the context permits the following words or expressions shall have the following meanings:-

“Accountable Body” means Sheffield or such other body which shall agree and the LA Partners agree shall from time to time to manage the staffing financial and other resources to be provided and/or procured for the purpose of meeting the costs connected with the implementation of the Partnership’s Objectives;

“Approved Plan” means any of any Approved Tourism Marketing Plan and/or any Approved Tourism Plan;

“Approved Tourism Marketing Plan” means the First Tourism Marketing Plan and any Tourism Marketing Plan approved by the Board;

“Approved Tourism Plan” means any Tourism Plan approved by the Board;

"Board" means the Board referred to in Clause 2 hereof;

"Board Member" means a member of the Board;

“Business Plan” means a business plan to be produced each Financial Year for the following Financial Year and each of the succeeding two Financial Years up to and including the Financial Year 2008/2009 or such later Financial Year as the Partners may from time to time agree including forecasts in respect of such Financial Years for the delivery of the Partnership’s Objectives in those Financial Years and identifying the priority tasks and targets to be met and main actions proposed during the period covered by the business plan (including without prejudice to the generality of the foregoing the activities and initiatives more particularly described in any Approved Plan for the period in question) and the key agencies involved and resources available including the YF Grant, the O1 Grant and the funding contributions (if any) required to be provided by the Partners and payments to or from Yorkshire Tourist Board;

“CEO” means the chief executive officer for the being employed by the Accountable Body as head of the Partnership Team to co-ordinate and manage activity in pursuance of the Partnership’s Objectives;

“Financial Year” means a period commencing on 1st April in any year and finishing on the 31st March of the following year or such other period as the Partners may otherwise agree;

“First Tourism Marketing Plan” means the marketing plan for the period [] to [] a copy of which is annexed hereto at Schedule 5;

“Funding Contribution” means the amount assessed by the Accountable Body as being required from each of the Partners for the delivery of the Partnership’s Objectives in any Financial Year as more particularly detailed in the Business Plan for that Financial Year approved pursuant to Clause 7 hereof;

“Intellectual Property Rights” means patents, registered and unregistered designs, copyright, trademarks and all other intellectual property protection wherever in the world enforceable;

“Interim Budget” means the budget annexed to this Agreement at Schedule 1;

“LA Partners” means the parties to this agreement and any other public sector organisation as may be admitted to membership pursuant to Clause 12.1;

“LA Representatives” means the representatives of the LA Partners appointed pursuant to Clause 12.2;

“O1 Match Funding” means a sum of not less than £1,421,429 to be made available to the Partnership by the public and private sector as match funding for the O1 Grant;

“Partner” means a party to this Agreement including any person who subsequently becomes a Partner to this Agreement pursuant to Clause 12.1;

“Partnership” means the collaborative working of the Partners together with other public authorities and private sector organisations to achieve the Partnership’s Objectives;

“Partnership Team” means the team of officers employed by the Accountable Body pursuant to Clause 5.1 and any individual seconded to the Accountable Body whether on a full or part-

time basis to supplement the Partnership Team;

“Partnership’s Objectives” means the aims and objectives set out in Schedule 2;

“Performance Management Process” means a performance management process covering inter alia the areas of activity referred to in the Performance Management Framework annexed hereto at Schedule 3;

“Performance Monitoring Process” means a performance monitoring process integrated into the Performance Management Process through which the performance of the Partnership and its activities can be monitored ensuring inter alia that the key indicators in Schedule 4 can be demonstrated;

“Regional Tourism Marketing Plan” means the planned marketing activities for the Yorkshire region as determined by the Yorkshire Tourist Board from time to time;

“Tourism Marketing Plan” means a tourism marketing plan which is complimentary to the Regional Tourism Marketing Plan and focusses on local promotion, public relations, product promotion, business tourism and visitor management;

“Tourism Plan” means a tourism plan to improve the quality of the tourism offer, benefit the whole of the South Yorkshire area and increase employment within the tourism sector which plan together with the Tourism Marketing Plan (a) identifies priorities and activity which is measurable, targeted at and focussed around the Partnership’s Objectives; (b) is conducive to delivering the Vision and aligns to region-wide objectives; and (c) contains proposals for the delivery of the activities and initiatives which the Partnership is obliged to deliver during the period covered by the plan pursuant to the conditions of the YF Grant and the O1 Grant

“Vision” means the draft ten year vision for South Yorkshire’s visitor economy [developed and] agreed by the LA Partners a copy of which is annexed hereto at Schedule 6

“YTB” means Yorkshire Tourist Board, the official tourist agency for the Yorkshire and Humberside region

1.2 Words importing the singular number only shall also include the plural number and vice versa and words importing any one gender shall include either other gender.

1.3 Unless indicated to the contrary, words importing persons include firms companies and

corporations and vice versa.

- 1.4 The headings used in this Agreement shall not affect its construction.
- 1.5 The schedules to this Agreement form part of this Agreement.
- 1.6 References to clauses and schedules are references to the relevant clause or schedule to this Agreement.
- 1.7 All references to any contract document or other instrument include a reference to that contract document or instrument as revised amended varied or substituted.
- 1.8 Each of the Partners agrees to use their own reasonable endeavours to ensure that the provisions of this Agreement are complied with. Any obligation on the part of a Partner not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control.

2. The Board

- 2.1 The LA Partners have established the Board to steer the Partnership strategically and operationally including in the development of strategies and plans for the delivery of the Partnership's Objectives.
- 2.2 The roles and responsibilities of the Board are set out in Schedule 7.
- 2.3 The composition of the Board shall be as follows:-
 - 2.3.1 one appointee for each of the LA Partners;
 - 2.3.2 the CEO;
 - 2.3.3 the Chair of the Board (who shall in this role act as an individual and not as the representative of his/her employer or any other person or body) whose appointment following recruitment against the person specification and job description annexed hereto at Appendix 1 shall be approved by the Board or by a panel of not less than five Board Members at least two of whom shall be LA Partner appointees;

- 2.3.4 Up to eight representatives from the business community as the Board may from time to time appoint such appointments to be based upon relevant experience, skills, knowledge and personal qualities (the "Business Board Members"); and
- 2.3.5 Subject to Clause 12.1 the appointee of any such organisation as is referred to in the said Clause 12.1.
- 2.4 The Business Board Members shall be appointed to serve for either a term of two years or a term of three years as the Board may determine. At the expiry of his term of appointment each Business Board Member may offer himself for re-election for a further term of office of either two or three years as the Board may determine. PROVIDED THAT no Business Board Member shall be entitled to serve more than 6 years in total.
- 2.5 For the avoidance of doubt the details of the first Board Members are set out in Schedule 9.
- 2.6 Each LA Partner and any organisation admitted to membership of the Partnership under Clause 12.1 may remove or replace its appointee/s at any time by giving one month's written notice to the Chair.
- 2.7 A Board Member shall cease to be a Board Member:
- 2.7.1 on resigning from Board Membership by notice in writing;
- 2.7.2 if he/she has been absent from three consecutive meetings of the Board;
- 2.7.3 in the case of a Board Member appointed by an organisation admitted to membership of the Partnership under Clause 12.1 below on the date his or her appointor ceases to be a member of the Partnership;
- 2.7.4 expulsion by a majority of the Board Members for conduct detrimental to the interests of the Partnership PROVIDED THAT the Board Member is given such notice as is reasonable in all the circumstances (not being less than seven days) of the meeting at which his/her expulsion is to be considered and given a reasonable opportunity to answer to attend and given an opportunity to speak at such meeting. Under this Sub-clause, a Board Member may be either expelled or suspended from the Board for such period as a majority of the Board Members may determine.
- 2.8 With the exception of the Chair, no Board Member shall be remunerated for carrying out his/her

functions as a Board Member PROVIDED THAT this shall not prevent the re-imbusement of approved reasonable expenses of the Board Members.

2.9 The Board may:

2.9.1 establish Sub-committees with such terms of reference and membership as the Board may determine; and

2.9.2 delegate such authority to a Sub-committee or an individual as the Board considers appropriate, subject to all decisions or recommendations of any Sub-committee or individual being reported back to the next meeting of the Board.

3. Proceedings of the Board

3.1 The Board shall from time to time agree and record procedures for the calling and conduct of meetings of the Board, which procedures shall include the following:-

3.1.1 the frequency of meetings of the Board which shall not be less than bi-monthly;

3.1.2 the period of notice of meetings to be given to Board Members which shall not be less than seven days (save in exceptional circumstances and only then with the consent of the Chair);

3.1.3 the circulation of an agenda and all other meeting papers not less than seven days prior to the meeting except in cases of urgency with the agreement of the Chair;

3.1.4 the keeping of minutes of each meeting including a record of attendances at and decisions of the Board; and

3.1.5 a system for declaring and recording at each meeting any conflicts of interests or personal interests of the Board Members.

3.2 The Partners shall direct their appointee(s) to disclose and the Board Members shall disclose any and all conflicts of interest or personal interests in any business or matter to be discussed or proposed at the Board as soon as the interest is known to the Board Member.

3.3 The Board Members shall not intentionally make any personal gain or profit from their position as a Board Member. If any Board Member is alleged to have made any personal gain or profit,

he/she may be suspended by the Board for the purpose of investigation by the Board of that interest and the Accountable shall by no later than 30th September 2006 or such later date as may be agreed by the Board prepare and submit for approval by the Board a draft protocol for the handling and investigation of any such allegations.

- 3.4 Where any Board Member is affected by a conflict of interest or has a personal interest in any matter considered by the Board, he/she shall declare that conflict of interest or interest as the case may be and not speak or vote on that matter or count towards the quorum and shall withdraw from the meeting whilst the matter is being considered.
- 3.5 The Board will make decisions within the scope of its responsibilities and terms of reference on the basis of every Board Member present at the meeting having one vote. Unless otherwise provided in this Agreement, all decisions will be taken on the basis of a majority of votes cast. In the case of an equality of votes the Chair of the meeting shall have a casting vote.
- 3.6 No meeting of the Board shall be quorate unless eight Board Members of whom at least two are LA Partner appointees are present.
- 3.7 The Board will appoint a Vice-chair who will chair Board meetings in the absence of the Chair PROVIDED that in the absence of both the Chair and the Vice-chair those Board Members present shall elect one of their number to chair the meeting.
- 3.8 Meetings of the Board will be held in private provided that each of the LA Partners shall be entitled to send one observer to meetings of the Board and such observers shall subject to the prior consent of the Chair have the right to speak but not vote at such meetings. Subject to the prior consent of the Chair, Yorkshire Forward and Yorkshire Tourist Board may each send one observer to meetings of the Board and such observers shall with the prior consent of the Chair have the right to speak but not vote at such meetings.
- 3.9 Each of the parties not being the Accountable Body shall on a two-year rotating basis (the rota for which shall be determined on an alphabetical basis commencing with Barnsley) be responsible for arranging for the scrutiny of the Partnership and the conduct of the Board and Board Members under the existing scrutiny arrangements of that LA Partner, such rota to be determined by the LA Partners from time to time. Each such party shall nominate one of its existing scrutiny panels committees or boards (the "Scrutiny Panel") for this purpose. Each of the Partners the Board Members and the CEO agrees promptly to provide such co-operation and assistance as may be reasonably requested by the Scrutiny Panel concerning the activities of the Partnership including copies of any relevant documents. The CEO shall prepare an

annual report of the activities of the Partnership for presentation to the Scrutiny Panel and the CEO together with the Chair and such other Board Members as the Chair shall determine shall present such report to a meeting of the Scrutiny Panel and endeavour to answer any questions raised by the Scrutiny Panel.

- 3.10 In the absence of the Chair, three Board Members or 20% of the Board, whichever is the greater, shall be entitled, by giving at least [seven] days written notice to the other Board Members, to call a meeting of the Board outside the normal round of Board meetings.

ALL BOARD MEMBERS AND CEO TO SIGN STANDARD FORM CONFIRMING THAT THEY HAVE READ & UNDERSTAND THIS AGREEMENT / UNDERTAKING TO COMPLY WITH THE TERMS THEREOF – DRAFT TO FOLLOW

4. Proceedings of Sub-committees

- 4.1 The Chairperson of a Sub-committee may be appointed by the Board but if not so appointed, or if the appointed Chairperson is not present at the Sub-committee meeting the Sub-Committee may elect one of their number as Chairperson.
- 4.2 The quora for Sub-committee meetings shall be determined by the Board.
- 4.3 The Board will ensure that Sub-committee members are subject to the same rules regarding conflicts of interests, personal interests or personal gain or profit as Board Members.
- 4.4 All decisions at Sub-committees shall be on the basis of a majority of votes cast. Each Sub-committee member present shall have one vote. In the case of an equality of votes the Chairperson of the meeting shall not have a second or casting vote and the matter shall be referred up to the Board.
- 4.5 Sub-committees shall have no power to delegate any of their functions.
- 4.6 Sub-committee meetings will not be open to the public or press.
- 4.7 Each of the LA Partners shall be entitled to send one observer to meetings of every Sub-committee of the Board and subject to the prior consent of the Chairperson, such observers shall have the right to speak but not vote at such meetings.

5. Staffing Arrangements

- 5.1 The Accountable Body will appoint such officers not being secondees as may be required to deliver the Partnership's Objectives including without prejudice to the generality of the foregoing for carrying out the actions set out in Schedule 8 and in any Approved Plan provided that:
- 5.1.1 such officers will be employees of the Accountable Body and accordingly:
- 5.1.1.1 the recruitment and selection of such officers shall be the responsibility of the Accountable Body and shall be carried out by the Accountable Body officers in accordance with the Accountable Body's agreed policies and procedures including without prejudice to the generality of the foregoing following an open recruitment process and where appointment of the successful candidate is made purely on merit; with the agreement of the CEO PROVIDED THAT the recruitment and selection of the CEO shall be subject to the approval of the LA Representatives and the Board or such Board members as the Board may nominate for this purpose and made against the job description and person specification annexed to this Agreement at Appendix 2;
- 5.1.1.2 the line management and employer responsibility in relation to such officers shall remain with the Accountable Body PROVIDED THAT (a) immediate line management officers other than the CEO shall rest in the first instance with the CEO; and (b) line management of the CEO shall be undertaken in consultation with the LA Representatives and the Board or such Board members as the Board may nominate for this purpose; and
- 5.1.1.3 such officers shall be subject to the Accountable Body's agreed terms and conditions of employment and personnel procedures PROVIDED THAT the terms and conditions of the CEO's employment shall be subject to the approval of the LA Representatives and the Board or such Board members as the Board may nominate for this purpose;
- 5.1.2 The Accountable Body shall notify the Board of the job title and normal hours of work of each member of the Partnership Team and where appropriate the business contact details of the individuals concerned. Communications between the Board and the Partnership Team shall in the ordinary course of events be undertaken through the CEO or his/her deputy;
- 5.1.3 The Accountable Body shall following consultation with those LA Representatives as may be available have the right on giving reasonable notice to the Chair to withdraw or reduce the level of officer support to the Partnership and the Board pursuant to this clause.
- 5.2 Subject to Clause 6.1 the Partners and/or Board may enter into such arrangements with such

persons or organisations as they shall consider appropriate whereby other individuals are seconded or made available to participate in the delivery of the Partnership's Objectives, provided that before entering into such arrangements the other Partners and/or Board shall ensure that they and such individuals are covered by appropriate and adequate insurance arrangements including but not limited to employers' liability insurance. For the avoidance of doubt any individual so seconded or made available shall not be a member of the Partnership Team.

6. Financial Arrangements and Contracts

- 6.1 The Partners and Board note that neither the Partnership nor the Board has legal personality of its own and cannot therefore enter into contracts in their own right. Any contracts to be entered into in connection with the delivery of any activity or initiative falling within any then Approved Plan and/or Approved Business Plan will therefore be entered into by the Accountable Body . All such contracts shall clearly state the parties thereto and details of the contracts with a value of £250,000 or more will be provided to the Board. For the avoidance of doubt all contracts entered into by the Accountable Body in connection with the delivery of any activity or initiative referred to in an Approved Plan and/or Approved Business Plan shall be deemed to have been approved by the LA Partners.
- 6.2 The Accountable Body will establish systems for handling any Partnership funds which may come under its control including arrangements for authorising payments and signing cheques, the keeping of accurate accounts and the regular receipt by the Partners of financial reports.
- 6.3 Neither the Partners nor the Board will request the incurring of expenditure in furtherance of the Partnership's Objectives for which funding is not approved or available.
- 6.4 Both the Partners and the Board will use all reasonable endeavours to ensure compliance by the Accountable Body with the terms of any funding secured to further the Partnership's Objectives.
- 6.5 Any income which the Accountable Body or any Partner receives by way of fee or payment for any service provided in pursuance of the Partnership's Objectives must be declared to the other Partners and any such income must be used to further the Partnership's Objectives.

7. Business Plan

- 7.1 The Accountable Body shall submit to the other Partners (and provide copies to the Board) six calendar months before the commencement of each Financial Year a Business Plan for the implementation by the Partnership Team of the proposals in any then Approved Plans.
- 7.2 Each Partner shall within three calendar months of receipt of the Business Plan referred to in Clause 7.1 advise the Accountable Body and the Board if it approves the said Business Plan and its Funding Contribution (if any) to the net costs of delivering the Partnership's Objectives as detailed in the said Business Plan and if the Funding Contributions of all the Partners are confirmed the Business Plan will subject to the approval of the Board become the Approved Business Plan until it is superseded.
- 7.3 If any Partner does not approve the Business Plan referred to in Clause 7.1 or does not agree to make its Funding Contribution or any part thereof available to meet the net costs of delivering the Partnership's Objectives as detailed in the Business Plan it shall advise the Accountable Body and the Board within [three] calendar months of receipt of the Business Plan in accordance with clause 7.2 above and the Accountable Body shall submit further proposals to the Partners (and provide copies to the Board) providing inter alia for the activities covered by the Business Plan and/or the Partnership Team to be scaled down and/or reprioritised and/or realigned geographically to reflect any reduced level of contribution from any Partner in the relevant Financial Year/s to the point at which the Accountable Body reasonably considers that the Partnership's Objectives (as scaled down and/or reprioritised and/or realigned) can be delivered within the available budget and it shall submit another Business Plan reflecting any such proposals to the Partners (and provide copies to the Board) and such revised Business Plan shall (subject to the approval of any third party funding bodies having a material interest in the subject matter of the Business Plan) and subject to the approval of the Board become the Approved Business Plan until it is superseded.
- 7.4 The first Business Plan shall be for the Financial Years 2005/06 and 2006/07. Pending receipt and approval of the first Business Plan the Partners approve and agree the Interim Budget which shall be deemed to be an Approved Business Plan.
- 7.5 Responsibility for any budget deficit or other liabilities properly incurred by the Accountable Body in any Financial Year in accordance with any then Approved Plan or Approved Business Plan shall be apportioned between the Local Authority Partners in proportion to the previous year's mid term population of the respective areas as estimated by the [Secretary of State] [Registrar General] [in equal shares or as [otherwise agreed] [may be reasonable in all the circumstances.

- 7.6 Responsibility for any budget deficit or other liabilities (including without limitation, liability for clawback of funding) imposed upon the Accountable Body in any Financial Year by law or otherwise resulting from causes beyond the reasonable control of the Accountable Body shall be apportioned between the Local Authority Partners in proportion to the previous year's mid term population of the respective areas as estimated by the [Secretary of State] [Registrar General] [in equal shares or as [otherwise agreed] [may be reasonable in all the circumstances].
- 7.7 Responsibility for any budget deficit or other liabilities incurred by the Accountable Body in any Financial Year wholly as a result of its own negligence in respect of matters not included in any Approved Plan or Approved Business Plan shall be the sole responsibility of the Accountable Body.

8. The Obligations of the Partners

- 8.1 A brief summary of the role and key responsibilities of the LA Partners is set out in Schedule 10. Each Partner covenants and agrees to use all reasonable endeavours to promote and further the Partnership's Objectives and to support the Accountable Body and Partnership Team in meeting the Partnership's delivery targets and agreed priorities including without prejudice to the generality of the foregoing to:
- 8.1.1 promptly and diligently to provide all such advice and assistance information and data as the Accountable Body the Board or the Partnership Team may reasonably require;
- 8.1.2 co-operate with and assist the Accountable Body to identify new sources of public private and other funding which may be available for the furtherance of the Partnership's Objectives;
- 8.1.3 act with all due propriety in the use of public funds and commercially sensitive information;
- 8.1.4 assist with publicity, public relations and other media activities that will raise the profile and contribute to the success of the Partnership;
- 8.1.5 work with and support organisations in the private, public voluntary sector who are able to contribute towards the implementation of the Partnership's Objectives in their area; and
- 8.1.6 promote the interests and activities of the Partnership within its own organisation.

8.2 Each LA Partner covenants and agrees to:

8.2.1 pay its Funding Contribution to the Accountable Body upon request;

8.2.2 give high priority to the implementation of the Partnership's Objectives in its area;

8.2.3 incorporate policies and actions that contribute positively to the delivery of the Partnership's Objectives within its strategic plans regeneration bids and frameworks;

8.2.4 in its own local programmes and activities to seek to identify opportunities to achieve Partnership Objectives and to secure financial resources in respect thereof as part of its delivery of such programmes and activities and promptly and diligently to communicate details of this to the Partnership Team; and

8.2.5 co-operate with and support the Partnership Team to identify and secure for the furtherance of the Partnership's Objectives the required O1 Match Funding both public and private.

8.2.5 ensure that procurement of works, services, management, facilities or such other use of public funds is dealt with in compliance with that LA Partner's standing orders and if applicable EU Procurement Regulations for the time being in force

8.3 The Accountable Body covenants and agrees that it will promptly and diligently (a) apply for the YF Grant and the O1 Grant; and subject to the other Partners' compliance with Sub-clause 8.2.4 above use all reasonable endeavours to pursue such application; and (b) seek to identify and pursue other sources of funding to meet the costs involved in delivery of the Partnership's Objectives.

9. **Monitoring and evaluation**

9.1 The Board shall in conjunction with the Accountable Body ensure that a Performance Management Process and a Performance Monitoring Process are established and implemented as soon as reasonably practicable.

10. **Intellectual Property**

10.1 All Intellectual Property Rights generated in the course of the Partnership by a Partner, a Board

Member or a member of the Partnership Team shall vest in and be the absolute property of the Accountable Body held for and on behalf of the Partnership at all times and the Partner or Board Member in question shall execute or cause to be executed all deeds, documents and acts as reasonably required to achieve this.

11. Local Authority Statutory Role

11.1 Nothing contained in this Agreement or done pursuant to it shall affect the rights or powers of the LA Partners as local authorities, local planning authorities or highways authorities or in any other capacity whatsoever under or by virtue of any legislation from time to time in force.

12. General

12.1 The LA Partners may by unanimous agreement allow no more than two other organisations to become members of the Partnership where in the reasonable opinion of the LA Partners the admission of any such organisation is likely to significantly further the Partnership's Objectives. Before exercising such right the LA Partners shall consult with the Board. No organisation shall be appointed a member of the Partnership unless the organisation has agreed in writing to being bound by the terms of this Agreement as if it had originally been a Partner to it except that such organisation shall bear no responsibility for any actions or omissions done pursuant to this Agreement prior to their appointment.

12.2 Each LA Partner shall appoint one representative for the purpose of approving on behalf of that LA Partner any matter which is the subject of approval by the LA Partners or any one or more of them under this Agreement and shall notify the Chair of any such appointment immediately upon such appointment. Each LA Partner may remove or replace its appointee or appoint a deputy at any time by giving one month's written notice to the Chair. Each LA Representative shall respond to any request for approval within [10] Working Days of the date of the said request for approval ("the Notice Period"). If no response is received by the end of the Notice Period the LA Representative shall be deemed to have approved the subject matter of the request. Where the approval of all the LA Representatives is sought approval shall be by a majority of those LA Representative as shall be available and each shall have one vote. In the case of an equality of votes the LA Representative appointed by the Accountable Body shall have the casting vote.

12.3 This Agreement shall not operate so as to create a legal partnership for the purposes of the Partnership Act 1890 between the Partners or any of them and nothing contained in this

Agreement shall be construed as to constitute any Partner to be the agent of any other Partner.

- 12.4 All assets and funds for the Partnership will vest in and belong to the Accountable Body in respect of the Partnership firstly in respect of any liability of the Partnership and then be held for and on behalf of the [Local Authority] Partners. Any such assets and funds shall be used by the Accountable Body for the purposes of the Partnership only and shall not be used by the Accountable Body for any other purpose save with the agreement of the Board. The net proceeds of sale of any asset after deduction of reasonable costs of sale shall be added to the funds held.
- 12.5 The right and obligations contained in this Agreement shall not be assigned or transferred by any Partner.
- 12.6 This Agreement and any Partner's obligations hereunder may not be released, discharged, supplemented or varied in any manner except at the end of the Financial Year 2008/2009 or at the end of any subsequent Financial Year by the giving of a minimum of twelve months' prior formal written notice to the Board. Where any Partner gives such notice it shall also enter into an instrument in writing which shall be signed by or on behalf of each of the Partners and dealing inter alia with (where relevant) the fair and reasonable apportionment of costs as between the Partners to the end of the Financial Year following receipt of notice and if required as a result of the change of identity of the Accountable Body the transfer or disposal of any contracts, equipment, funding or other assets of or held in the name of the Partnership or entered into in pursuance of any of the Partnership's Objectives to any one or more of the Partners or to any charity or charities for purposes similar to the Partnership's Objectives.
- 12.7 This Agreement shall remain in force until 31st March 2009 or such later date as the Partners may from time to time agree not later than twelve months prior to such date.
- 12.8 No failure or delay on the part of any Partner in exercising any power or right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.

IN WITNESS whereof the Partners have caused this Agreement to be signed on the date stated at the commencement of this Agreement

Signed on behalf of)
THE SHEFFIELD CITY COUNCIL)

by)

Authorised signatory

Signed on behalf of)

BARNSELY METROPOLITAN)

BOROUGH COUNCIL by)

Authorised signatory

Signed on behalf of)

ROTHERHAM)

BOROUGH COUNCIL by)

Authorised signatory

Signed on behalf of)

DONCASTER METROPOLITAN)

BOROUGH COUNCIL by)

Authorised signatory

Signed on behalf of the)

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by)

Authorised signatory

Signed on behalf of the)

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by)

Authorised signatory

Schedule 1
Interim Budget

EXPENDITURE	Jan 06- April 07 [£000?]
Office Costs	85
Employment costs of the Partnership Team	150.4
Projects and Marketing	490
Subscriptions to YTB, etc	40
TOTAL	

INCOME	
YF Grant	625
Private Sector match funding re YF Grant	265
O1 Grant	
Private Sector match funding re O1 Grant	
Contributions from:	
Sheffield (in cash)	21
Sheffield (in kind)	10.4
Rotherham (in cash)	21
Rotherham (in kind)	10.4
Doncaster (in cash)	21
Doncaster (in kind)	10.4
Barnsley (in cash)	21
Barnsley (in kind)	10.4
Other Private Sector funding	
Other (specify)	
TOTAL	

Schedule 2

Aims and Objectives of the Partnership

Product Development	Preparation of Tourism Plans for South Yorkshire identifying priorities. Encouraging and facilitating product development with Partners. Develop quality of place, public realm and quality of destinations.
Marketing and Promotion	The DMP will produce a Tourism Marketing and Promotion Plan which will address the issues for South Yorkshire. It will include sub-regional brands as part of the wider regional brand architecture, focus on local promotion, PR and product promotion.
Research and Intelligence	The DMP will produce research and intelligence to support its activities and will utilise the regional tourism body's research and intelligence functions. The DMP will agree data sets with the regional tourism body, and share information with them. The DMP will also disseminate findings to the tourism industry.
Tourism Information Provision and Data Management	Encourage most appropriate management of Tourist Information Centres, work with partners on hub and spoke network, interoperability with NEXUS, data sharing for the benefit of sub-region and wider region, and work towards one platform across the region.
Skills and Training	Act as a conduit for accessing skills training and work with training providers to deliver destination priorities.
Quality	Adopt inspected only policies, work with Partners on improving the quality of destinations and work with partners on improving the public realm.
Tourism Industry	Act as a first point of contact, conduit for regional tourism body services, [provision of additional services (not yet defined)], and work with local tourism associations to establish payment and services.
Partnerships	Forge links with local authorities, sub-regional economic partnerships and Sub Regional Investment Plan, other sub-regional tourism support arrangements and local tourism associations.
Visitor Management	Consider visitor management and information provision in Tourism Plans, and work with partners to determine and achieve visitor management priorities.
Related Sectors	Develop sub-regional links with transport, food etc. providers as appropriate.

Schedule 3
Performance Management Framework

<u>Area of Remit</u>	<u>Process to be followed</u>
Project/activity appraisal	Once an opportunity arises or project is proposed: <ul style="list-style-type: none"> • ensure that it reflects the Partnership’s objectives • assess initial risk establishing baseline position and project/activity rationale • outline required resources and funding options • determine which organisations will be involved in delivery including in the provision of information/data
Initial Approval by the Partnership and the Accountable Body	Must be obtained either as part of or in addition to an annual business planning process including, if the same is involved, the approval of the submission of an expression of interest to a funding body
Project development	Full project/activity design and more detailed resource planning to be undertaken and consideration of financial and other capacity to deliver, establishment of milestones and targets and arrangements for the provision by the Partners involved of timely information/data to the Accountable Body or, if different, the organisation responsible for delivery
Full approval and budgetary sign-off	Subject to matters reserved to the LA Partners and/or the Accountable Body, the size of the project and way in which it is being funded
Project management and monitoring requirements	Arrangements for the same including as to spend, risk, milestones achieved and outputs
Formal evaluation procedures	To be determined by the Accountable Body

Schedule 4

Performance Monitoring – Key Indicators

- key parties are communicating with each other on performance (clearly and consistently), including Yorkshire Tourist Board, Yorkshire Forward, Objective 1, the Board, and Officer Team, and the Partners;
- accountability is demonstrated and transparent;
- ‘success’ can be acknowledged, and celebrated;
- appropriate parties receive early warning of any potential performance problems; and
- regular Partnership team meetings and reports to the Board and principle funding organisations.

Targetted Key Performance Indicators

- Increase in number of businesses in the Tourism Sector by xxx%
- Increase in the value of tourism spend in South Yorkshire by xxx% or value
- Increase number of staying visitors in paid for accommodation by xxxx%
- Increase the number of overseas visitors staying in the subregion by xxx%
- Successful cross regional working both with YTB, other Yorkshire DMPs and partners in the Northern Way Sheffield City Region Group
- Higher skills level in the tourism sector

Specific Targets

1. Marketing Projects

Brand Identity	Development of Brand identity for the promotion of the subregion as a visitor destination	Redesign and restructuring of promotional material by 2007
Destination Management System	Development of a Central Marketing and Information Platform for the subregion to enable Online Bookings	Real time bookings for 50% of bookable product by 2008. Generate Bookings of £150,000 by 2008
Website	Development of a Subregional Visitor Website	By 2007
Subregional Visitor Guide	Development of one subregional visitor guide to increase bookings in subregion	By 2007
Subregional Conference Bureau	Development of one subregional conference bureau successfully promoting South Yorkshire to National and International Organisations and working closely with YTB Business Tourism Manager	By 2007

1. Product Development

Facilities Development	Work with local inward investment teams to identify key sites and market opportunities	Attract £10m of new investment by Dec 2008
Tactical Marketing Campaigns	Develop marketing campaigns around cluster groups	Increase visitors and spend by xxxx%
Events	Develop a subregional events strategy	Increase visitors and spend by xxx%

Training	Assessment of the training provision in the subregion. Develop along with People 1 st and LSC a work force development plan	By 2007
1. Membership Services		
Membership Package	Develop a robust membership package to encourage the private sector at all levels to subscribe	Sign up xxx members to the new DMP membership scheme
Communications	Develop regular newsletters and other means of communicating with members including account management with key parties	
Data Collection	Ensure that good data is collected from across the subregion and disseminated both upwards to YTB and downwards to members	To have an effective system in place by December 2006

Schedule 5
Marketing Activities

Projects and Marketing

Advertising	£130,000
Call centre	£10,000
Design identity, guidelines & artwork	£40,000
Development Opportunities study	£20,000
Events & exhibitions	£25,000
Events development	£50,000
Research	£10,000
Development of Visitor Guide and leaflet/maps	£60,000
Web Site & DMS	£80,000
Public Relations	£20,000
Miscellaneous	£25,000
<i>Total Projects and Marketing:</i>	<i>£470,000</i>

Schedule 6

Vision of the Public and Private Sector Partners for South Yorkshire's visitor economy

We will excel at managing our tourism product by changing the way we do things;

We will work together with confidence and eliminate duplication;

We will develop competitive offers in events, city life, culture conference services, and themed promotions;

We will sell these to the world with effective targeted marketing;

We will grow tourism volumes and create skills and wealth for our people;

In ten years time our efforts will be recognised internationally.

Principles

The DMP will adopt the following principles that will underpin its organisational mission and culture.

1. The DMP will prioritise activities that are likely to have the most economic benefit. Following the 80/20 rule, it will focus a high proportion of its efforts on the smaller proportion of the tourism sector that generates much of the economic impact. The prioritisation will be outlined in the Area Tourism Plan, to be agreed by August 2006, and reviewed annually.
2. It will develop close working relationships with leading operators and developers and will have an account-management orientation.
3. It will adopt a cluster-oriented approach, seeking to work with and develop product groupings where there is synergy.
4. It will be a champion for quality, both in terms of trying to raise basic standards and increase the provision of skilled staff, and in promoting and inspiring the achievement of true *excellence*.
5. It will give priority in all its work to initiatives that challenge existing preconception and show the sub region in a fresh light.
6. It will be "lean and mean", focussing on delivery without developing an extensive bureaucracy.
7. Its core team will be high calibre individuals who have the ability to get things done and make a difference without an extensive support structure.
8. It will concentrate on increasing business and with clear, measurable targets.
9. It will be outward looking, always seeking to develop partnerships with other destinations when there is the prospect of clearly defined common benefit.
10. It will have a wide view of the visitor economy, seeking to engage with businesses that are not traditionally members of tourism organisations.
11. It will encourage sustainable tourism management in particular through disseminating examples of innovation and best practice.

Aims and Objectives

Leading and Coordinating

This is about creating, managing and developing the visitor product, in line with the Regional Strategic Framework and engaging the resources of all partners.

It will require the development of a Tourism Action Plan in which decisions are made to optimise the offerings to visitors. It will also monitor the performance of the industry in line with measures agreed at regional level.

The DMP is a 'change agent', identifying and leading 'special projects' that will make a major difference, winning new investment (e.g. in hotels and infrastructure), and helping to correct weaknesses in areas such as the public realm, service, quality, marketing and workforce development. The DMP must play a serious role in identifying development opportunities and trying to interest developers in them.

Attracting Visitors

Attracting visitors is, of course, of critical importance and will be regarded by many operators as the DMP's foremost role. The Regional Strategic Framework, however, gives primary responsibility to Yorkshire Tourist Board for marketing of Yorkshire to people who live outside the county.

The DMP will have the advantage of being the "official" marketing agency for tourism in South Yorkshire. It is, therefore, important that the DMP should develop a close and trusting relationship with YTB. It is envisaged that YTB will provide marketing services on behalf of the DMP and, therefore, visitor economy operators in South Yorkshire. The Regional Strategic Framework gives high priority to increasing the cost-effectiveness and impact of campaign activity by reducing duplication of marketing activity across the region.

The main focus should be on attracting staying visitors who are spending at least one night in paid for accommodation.

The DMP will be responsible for the marketing of clusters to day visitors.

Serving Visitors

The DMP needs to operate mechanisms for handling visitor enquiries and taking bookings, probably through a call centre and a conference bureau. This will generate income through commissions and merchandising.

A key element of this is a Destination Management System (DMS), an online information and bookings service.

It is also responsible for ensuring that visitors are able to access useful, high quality information when they reach South Yorkshire. This should help them to enjoy and perhaps extend their stay and/or come back another time. Delegating responsibility for promotional and informational material to the DMP will allow a clearer definition to be made between material which is aimed at persuading people to come to the sub region and that which is mainly for providing them with information and maximising their spend when they are there.

The presumption in the work to date seems to be that there would be little change to the current mechanisms of providing tourism information. In particular, each of the local authorities would continue to run their own tourist information centres.

However, that there is probably much to be gained through a consolidated approach to some extent. In particular: incoming enquiries by telephone and email would be better and more effectively serviced by a central call-centre type operation. The call centre would also facilitate more effective product packaging.

Serve the Industry

The aim of this role is to support the development of the tourism industry by improving the level of productivity, quality and professionalism.

In particular, the DMP acts as a "virtual one stop shop", helping the industry access training and business support services. In doing so, it works in close partnership with other agencies such as the Yorkshire Tourist Board, Business Links and Learning and Skills Councils.

It operates like a public agency and distributes services and receives payments for services provided. It represents the interests of the tourism sector, and is a passionate advocate for tourism interests.

It operates a membership scheme for business and other commercial organisations, develops networks of businesses with common interests (clusters), and helps businesses to operate effectively and efficiently.

Schedule 7

Role and Responsibilities of the Board

- Approve name and branding strategy for the Partnership including logo, strap line, key messages, plans for website / portal and agreement around a single Destination Management System (DMS)
- Approve “baseline” performance indicators for each of the Partnership’s Objectives to facilitate on-going monitoring and evaluation of the Partnership’s performance
- Approve Performance Management Process
- Approve Performance Monitoring Process
- Approve DMP Business Plans
- Approve Tourism Action Plan
- Approve Tourism Marketing Plans
- Approve the appointment of the CEO and determine the CEO’s duties and responsibilities.

Schedule 8


Role and Responsibilities of the Partnership Team

- To provide administrative support to the individual Partners as may be required for identifying/securing the O1 Match Funding
- To act as an executive for the Board
- Provision of advice and assistance to the Board as to appropriate the name branding strategy for the Partnership including logo, strap line, key messages, etc
- Provision of advise and assistance the Board as to appropriate “baseline” performance indicators for each of the Partnership’s Objectives to facilitate on-going monitoring and evaluation of the Partnership’s performance
- Preparation of and, following approval of the same by the Board and the Accountable Body, the establishment and implementation of the Performance Management Process
- Preparation of and, following approval of the same by the Board and the Accountable Body, the establishment and implementation of the Performance Monitoring Process
- Preparation of Business Plans and the preparation of regular management accounts with an explanation of any material variances between the projections in the Business Plan and the management accounts and, following approval of the same by the Board [and the Accountable Body], the delivery of the implementation of the activity referred to in such Business Plans
- Preparation of and, following approval of the same by the Board [and the Accountable Body], the delivery of Tourism Plans
- Preparation of and, following approval of the same by the Board [and the Accountable Body], the delivery of the Tourism Marketing Plans
- Liaising with the Partners, Yorkshire Forward and Yorkshire Tourist Board and other agencies and organisations including the private sector so as to ensure the maximisation of the benefits of projects and initiatives taken forward in pursuance of the Partnership’s Objectives
- Accessing and securing funding for the delivery of the Partnership’s Objectives
- Promoting the Partnership’s Objectives and raising the profile of the Partnership and the projects programmes and initiatives undertaken in the name of Partnership

Schedule 9

Composition of the first Board/List of Board Members

1. Chris Welsh, Chair of the Board.
2. CEO.
3. Nominee of Sheffield City Council.
4. Nominee of Rotherham Borough Council.
5. Nominee of Barnsley Metropolitan Borough Council.
6. Nominee of Doncaster Metropolitan Borough Council

- 7.
 - 8.
 - 9.
 - 10.
 - 11.
 - 12.
 - 13.
- 
- To be appointed

Schedule 10

Role and Responsibilities of the Local Authority Partners

1. To approve the DMP Business Plan prior to it being approved by the Board in accordance with the terms of the agreement.
2. To appoint representatives on to the Board in accordance with the terms of the agreement.
3. To admit other Partners in to the Partnership agreement following consultation with the Board in accordance with the terms of the agreement.
4. To provide the Accountable Body function for the DMP through one of the Local Authority Partners (Sheffield) in accordance with the terms of the agreement.
5. To provide a Local Authority Scrutiny function on a rota basis (the Authority being the Accountable Body to be excluded from this function), the Local Authority Partners to determine the rota, in accordance with the terms of the agreement.
6. To fulfil the obligations set out in paragraph 8 of the Partnership Agreement.

Appendix 1

Job Description and Person Specification for the Chair of the Board

Appendix 2

Job Description and Person Specification for the Chief Executive Officer