

DATED

2011

- (1) **GREATER CAMBRIDGE AND GREATER PETERBOROUGH ENTERPRISE PARTNERSHIP LIMITED**
- (2) [5 x Public Sector Members]
- (3) [Education Sector Member]
- (4) [Third Sector Member]
- (5) [7 x Private Sector Members]
- (6) [13 Local Authority 'corporate' members]

**MEMBERS' FRAMEWORK AGREEMENT FOR THE
GREATER CAMBRIDGE AND GREATER PETERBOROUGH ENTERPRISE
PARTNERSHIP**

Taylor Vinters LLP
Merlin Place
Milton Road
CAMBRIDGE
CB4 0DP

Tel: 01223 423444
Fax: 01223 423944

Email: julia.harkness@taylorvinters.com

Our Ref: JMT/JH/417024.1

8531210v2

THIS AGREEMENT is dated [] 2011

PARTIES

- 1 **GREATER CAMBRIDGE AND GREATER PETERBOROUGH ENTERPRISE PARTNERSHIP LIMITED** whose registered address is at [address], registered company number [number] ("**GCGPEP**");
- 2 **[5 x Public Sector Members]** [Names, addresses];
- 3 **[Education Sector Member]** [Name, address];
- 4 **[Third Sector Member]** [Name, address];
- 5 **[7 x Private Sector Members]** [Names, addresses] ([2-5, collectively, the "**Members**")
- 6 **[13 Local Authority 'corporate' members]**

BACKGROUND

- 1 The GCGPEP (in this Agreement called the "Company") was incorporated in England and Wales as a private company limited by guarantee under the Companies Act 2006.
- 2 The Members have agreed to operate as Members of the Company in accordance with the Company's Articles of Association and the terms of this Agreement on a collaborative basis.
- 3 The Members have agreed to enter into this Agreement for the purpose of recording the terms and conditions of their understanding and of regulating their relationship with each other and certain aspects of the affairs of and their dealings with the Company.
- 4 The Company has agreed with the other Members that it will comply with the terms and conditions of this Agreement insofar as they relate to the Company, and to the extent that they do not conflict with the said Memorandum and Articles or with the Company obligations under the Acts.

1 DEFINITIONS AND INTERPRETATION

- 1.1 The Definitions and Interpretations provisions applicable to this Agreement are set out at Schedule 1.

2 THE COMPANY BOARD

- 2.1 The Company and the Members shall appoint directors to its Board and the Chair of the Board in accordance with its Articles.
- 2.2 The Company and the Members shall require all Board members, including the Chair, to conduct their affairs in relation to the Company in accordance with the Seven Principles of Public Life.

3 POWERS AND DUTIES OF THE MEMBERS

- 3.1 The Members and the Company recognise the important role that the Company has to play in the development and delivery of sustainable economic growth of the GCGPEP area (as defined in the Articles of Association), and accordingly the Members shall use their reasonable endeavours to work with the Company and others in support of the Company's objectives and will take all reasonable measures to support the Company's Board in the delivery of the Company's objectives.
- 3.2 In exercising their powers and otherwise when acting in this capacity, the Members undertake to act at all times in the best interests of the Company and in accordance with the Seven Principles of Public Life.
- 3.3 Each Member covenants with the other(s) and the Company that so long as this Agreement remains in full force and effect that Member will:
- 3.3.1 be just and true to the others and act in good faith;
- 3.3.2 not require the Company to pursue any course of action which would or could cause any interests of any other Member/s to be materially prejudiced;
- 3.3.3 promptly notify the other Members of any matters of which it becomes aware which may materially affect the Company; and
- 3.3.4 generally do all things necessary to give effect to the terms of this Agreement.
- 3.4 Subject always to the terms of clause 4.3, the Company shall procure that all new members admitted to membership of the Company agree to be bound by the terms of this Agreement.

4 STATUS OF THIS AGREEMENT AND THE PARTIES' OBLIGATIONS

- 4.1 Each Member shall exercise all voting rights and other powers of control lawfully available to him as a member of the Company so as to procure that, at all times during the term of this Agreement, the provisions of this Agreement are duly and promptly observed and given full force and effect according to its spirit and intention.
- 4.2 Subject to clause 4.3, if any provisions of the Articles of Association of the Company at any time conflict with any provisions of this Agreement, this Agreement shall prevail as between the parties to it and each of the Members shall, whenever necessary, exercise all voting and other rights and powers lawfully available to him as a member of the Company so as to procure the amendment, waiver or suspension of the relevant provision of the Articles of Association to the extent necessary to permit the Company and its affairs to be administered as provided in this Agreement.
- 4.3 Nothing in clause 4.2 shall require the Company to be bound by any provision of this Agreement that would constitute an unlawful fetter on any of its statutory powers under the Act.

5 RESERVED MATTERS

- 5.1 The Company and the Members agree that decision-making concerning the expenditure of Public funds shall be carried out as follows:

- 5.1.1 Decisions about the expenditure of Public funds by the Company shall be reserved to the Members who are also directors, acting in their capacity as directors of the Company. For the avoidance of doubt this excludes Corporate members whether Local Authority or Private Sector members.
- 5.1.2 From time to time the Members shall require the senior executives of the Company to prepare a schedule of proposed expenditure setting out the projects or other matters upon which the Public funds are planned to be spent. This may take the form of a long term schedule, but should at least include proposals for spending during the forthcoming 12 months;
- 5.1.3 In relation to decisions on matters under this clause, there shall be convened an Investment sub-group of the Board. The sub-group shall be comprised of at least 5 Members, a majority of whom shall be Public Sector Members.
- 5.1.4 The sub-group shall convene meetings of the group as necessary for the purposes of carrying out their functions under this clause. Proposals for the spending of public funds as described at 5.1.2 shall be considered by this sub-group and may then be amended or accepted by the sub-group.
- 5.1.5 The Investment sub-group shall be responsible for putting accepted proposals for spending forward for ratification by the Board as a whole. If the Board rejects the Investment sub-group's proposals, in whole or in part, the sub-group shall reconvene to consider alternative options for those parts (or whole) of the proposed schedule. The Investment sub-group may then present alternative proposals to the Board. No final decisions can be made without ratification of the whole Board, but the Investment sub-group retains the sole right of initiation of proposals.

6 TERMINATION OF THIS AGREEMENT

- 6.1 This Agreement shall continue in full force and effect from the date hereof until:
 - 6.1.1 All the Members or their successors in title agree in writing to its termination;
 - 6.1.2 Membership of the Company becomes vested in any one party alone;
 - 6.1.3 The Company goes into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction approved by all the Members).
- 6.2 Termination of this Agreement pursuant to this clause shall be without prejudice to any accrued rights and liabilities of any of the Members.
- 6.3 If at any time a party ceases to be a member of the Company, this Agreement shall terminate with respect to that party save in respect of matters which remain to be resolved with or in relation to such party.

7 CONFIDENTIALITY

- 7.1 Subject to clause 7.2, all Confidential Information shall be treated as confidential to the parties. Except in the proper course of business or as otherwise set out in this Agreement, the Members agree that they shall not, except as required by law:

- 7.1.1 Use or disclose Confidential Information to any other person, company or other organisation;
- 7.1.2 Make (other than for the benefit of the Company) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information or use such records (or allow them to be used) other than for the benefit of the Company. All such records (and any copies of them) shall be the property of the Company;
- 7.1.3 Ensure that no person obtains access to Confidential Information from it, its officers, employees or agents unless authorised to do so; and
- 7.1.4 Inform the Company immediately upon becoming aware, or suspecting, that an unauthorised person has received Confidential Information.
- 7.2 The obligations set out in clause 8.1 will not apply to any Confidential Information:
 - 7.2.1 Which is publicly available or becomes publicly available through no act or omission of that party;
 - 7.2.2 Which a party already has in its possession other than as a result of a breach of this clause 8;
 - 7.2.3 Which is disclosed to a party's professional advisers in the normal course of business;
 - 7.2.4 Which a party is required to disclose by order of a court of competent jurisdiction or otherwise by operation of law.

8 NO PARTNERSHIP

- 8.1 The Members are not in partnership with each other, nor are they agents of each other.

9 CONSIDERATION

- 9.1 In consideration of the mutual agreements and undertakings set out in this Agreement the parties have granted the rights and accepted the obligations in this Agreement.

10 COUNTERPARTS

- 10.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of that Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

11 THIRD PARTY RIGHTS

- 11.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12 GOVERNING LAW AND JURISDICTION

- 12.1 This Agreement and any disputes or claims arising out of or in connection with its

subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

12.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

THIS DOCUMENT is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

- 1 The following expressions will have the following meanings
- 1.1 **“the Act”** the Companies Act 2006 and any subsequent amendment or addition thereto or re-enactment thereof.
- 1.2 **“the Articles”** the Articles of Association of Company and references to an Article shall mean a specific Article in the Articles.
- 1.3 **“the Board”** the company Directors of the Company, or such of those Directors present at a duly convened meeting of the Directors at which a quorum is present in accordance with the Articles.
- 1.4 **“the Public funds”** funds allocated to the Company by central government, or drawn from general taxation such as retained business rates.
- 1.5 **“Confidential Information”** all information in respect of the business of any party to this Agreement including, but not limited to, any ideas, business methods, finance, prices, plans, details of actual or potential clients customers, suppliers or associates or their needs or requirements, computer systems and software, products or services, know-how, intellectual property and any other information which, if disclosed, will be liable to cause harm to the party to whom it belongs.
- 1.6 **“Corporate members”**: any incorporated entity or corporation of whatever kind which becomes a member of the Company.
- 1.7 **“Deadlock Situation”** any dispute between the parties to this Agreement which is incapable of resolution by unanimous agreement between them.
- 1.8 **“Director”** any duly appointed company director of the Company from time to time.
- 1.9 **“Members”**[5 X Public Sector Members], [Education Sector Member], [Third Sector Member], [7 x Private Sector Members], [13 Local Authority ‘corporate members], and in any such case their successors or assigns, and any other party who takes on the rights and obligations of membership of the Company as set out in this Agreement and/or in accordance with the Acts.
- 1.10 **“the Object”** the objects of the Company as set out in the Articles and any other activities which the parties to this Agreement may agree from time to time in writing should be carried on by the Company.
- 1.11 **“Seven Principle of Public Life”** means those principles set out in the attached Schedule 2.
- 1.12 **“Taxes Act”** the Income and Corporation Taxes Act 1988.
- 1.1 Unless otherwise specified above, the Definitions utilised in the Articles apply to this Agreement.

SCHEDULE 2

THE SEVEN PRINCIPLES OF PUBLIC LIFE

The Members of the Company and the Board recognise the responsibilities of managing the business of Company and undertake to conduct themselves in accordance with the Seven Principles of Public Life.

The Seven Principles are:

1 Selflessness

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

2 Integrity

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

3 Objectivity

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

4 Accountability

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

5 Openness

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

6 Honesty

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

7 Leadership

Holders of public office should promote and support these principles by leadership and example