

Dated

2017

Collaboration Agreement

Thirteen Housing Group Limited

and

Erimus Housing Limited

and

Middlesbrough Borough Council

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TABLE OF CONTENTS

1.	INTERPRETATION	1
2.	COMMENCEMENT AND DURATION	3
3.	DELIVERY PLAN	4
4.	DELIVERY BOARD	5
5.	EXISTING ARRANGEMENTS	5
6.	PROPOSALS AND PROJECTS	5
7.	CUSTOMERS	5
8.	CONFIDENTIALITY	6
9.	ANNOUNCEMENTS	8
10.	DATA PROTECTION	8
11.	INTELLECTUAL PROPERTY	8
12.	ANTI-BRIBERY	8
13.	WARRANTIES	9
14.	LIMITATION AND EXCLUSION OF LIABILITY	9
15.	TERMINATION OF AGREEMENT	10
16.	CONSEQUENCES OF TERMINATION	10
17.	FORCE MAJEURE	11
18.	VARIATION	12
19.	NOTICES	12
20.	SEVERANCE	13
21.	NO PARTNERSHIP OR AGENCY	13
22.	RIGHTS AND REMEDIES	13
23.	WAIVER	13
24.	COUNTERPARTS	13
25.	THIRD PARTY RIGHTS	14
26.	COSTS	14
27.	ENTIRE AGREEMENT	14
28.	DISPUTE RESOLUTION	14
29.	GOVERNING LAW	15
30.	JURISDICTION	15
	Schedule 1 –Delivery Board Terms of Reference	16

THIS AGREEMENT IS DATED

2017

BETWEEN

- (1) **THIRTEEN HOUSING GROUP LIMITED** a company limited by guarantee incorporated and registered in England and Wales with company number 06477162 whose registered office is at Northshore, North Shore Road, Stockton-On-Tees, Cleveland, TS18 2NB (**THIRTEEN**);
- (2) **ERIMUS HOUSING LIMITED** a company limited by guarantee incorporated and registered in England and Wales with registered number 04647271 and a charity with registered charity number 04619469 whose registered office is at Northshore, North Shore Road, Stockton-on-Tees, Cleveland TS18 2NB (**EH**); and
- (3) **MIDDLESBROUGH BOROUGH COUNCIL** of Middlesbrough House, Elm St, Middlesbrough TS1 2DA (**MBC**).

BACKGROUND

- (A) EH is currently a subsidiary of Thirteen. EH was the recipient of a transfer of MBC's housing stock pursuant to a transfer agreement dated 15th November 2004.
- (B) In order for the Group to be able to achieve greater efficiencies and unlock capacity within the Group, to enable it to continue with its mission of delivering affordable housing in the North East, EH will convert to become a charitable community benefit society (pursuant to section 115 of the Co-operative and Community Benefit Societies Act 2014 ("the 2014 Act") and then transfer its engagements to, or amalgamate with, Thirteen (under section 109 or 110 of the 2014 Act). A similar process will be followed by the other subsidiaries of Thirteen which are registered providers of social housing ("**RPs**"), so that Thirteen will be the remaining asset holding RP in the Group (the "**Consolidation**").
- (C) MBC has provided its consent to the Consolidation subject to the parties entering into this agreement which establishes a framework setting out how they will work together in partnership to deliver an agreed programme of activity via a Delivery Plan.
- (D) This agreement sets out the terms and conditions upon which the parties have agreed that such activity shall take place.

AGREED TERMS

1. INTERPRETATION

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

Borough: the borough of Middlesbrough.

Business Day:	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
Commencement Date:	has the meaning set out in clause 2.1.
Delivery Board:	the body to be established pursuant to clause 4.1.
Delivery Plan:	the plan to be agreed between the parties in accordance with clause 3.1.
Group:	the group of companies and registered societies of which Thirteen is the parent company (and in which EH is a subsidiary)
Input:	in relation to a party, the services, resources, manpower or other tangibles or intangibles that such party provides in accordance with this agreement in relation to a Project, as set out in a Project Schedule.
Intellectual Property Rights:	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Project:	a project agreed by the parties to be delivered in pursuance of the Delivery Plan.
Project Period:	subject to earlier termination in accordance with this agreement, the period from the start date to the end date for a Project, as set out in a Project Schedule.
Project Schedule:	a document specifying particulars in relation to a particular Project, agreed by the parties.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this **agreement** includes the Schedule.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax and e-mail.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.13 A reference to **this agreement** or to **any other agreement or document referred to in this agreement** is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Any reference to this agreement terminating shall, where the context requires, include a reference to this agreement terminating by expiry.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall commence on [INSERT DATE].

2.2 This agreement shall continue, unless terminated earlier in accordance with the provisions of this agreement, until the fifth anniversary from the commencement of this agreement and thereafter shall continue for such further period(s) of five years (upon the delivery of successive Delivery Plans) unless otherwise mutually agreed by the parties.

3. DELIVERY PLAN

3.1 The parties shall work together, through the forum of the Delivery Board, to agree a five year Delivery Plan. The Delivery Plan shall be reviewed annually, to agree a five year Delivery Plan each year.

3.2 The Delivery Plan will set out actions and outcomes to be achieved by the parties within the Borough, including (but not limited to) new homes to be delivered, investment in existing homes and such other initiatives as proposed by the parties to this agreement. It is proposed that this will include:

3.2.1 the development of 500 new homes in the Borough within the next 5 years;

3.2.2 £376 million of investment by Thirteen in its stock in the Borough over the next 30 years;

3.2.3 Thirteen producing at an early consultative stage, all plans and strategies (including proposed investments) for the consideration of the Delivery Board and continued engagement in the implementation of such plans and strategies;

3.2.4 Thirteen continuing to assess the sustainability of its stock within the Borough and involving MBC in all future regeneration initiatives; and

3.2.5 that the parties will manage current neighbourhoods and encourage social investment.

3.3 The proposed objectives, outcomes and contribution of each party in achieving the Delivery Plan shall be set out within the Delivery Plan.

3.4 The parties shall co-operate to deliver the agreed programme of activity, as set out in the Delivery Plan, and work collaboratively to ensure that agreed Projects delivered pursuant to the Delivery Plan are financially and commercially viable. This shall include providing technical assistance with land assembly and other matters to enable the delivery of new schemes.

3.5 The parties shall work together to identify potential regeneration projects for inclusion in the Delivery Plan, subject to such schemes being financially and commercially viable to deliver.

3.6 The parties shall review the Delivery Plan annually. The first, and all subsequent Delivery Plans, shall need to be agreed by the Thirteen board of management and MBC's Executive

before the Delivery Plan is adopted by the Delivery Board. Any variations to the Delivery Plan shall be agreed by both parties in writing.

4. DELIVERY BOARD

4.1 The parties shall establish and participate in a Delivery Board.

4.2 The terms of reference for the Delivery Board are set out in Schedule 1.

4.3 The parties shall use their best endeavours to consider the Delivery Plan prepared by the Delivery Board and, unless commercially unviable, contrary to the publicly stated aims of either party or otherwise undeliverable, shall use their reasonable endeavours to implement the Delivery Plan.

5. EXISTING ARRANGEMENTS

5.1 Subject to any legislative requirements, nothing in this agreement shall restrict either party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this agreement.

5.2 However, as the parties will be working together in relation to Projects where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with clause 8 and clause 11.

6. PROPOSALS AND PROJECTS

6.1 The parties agree that the terms of this agreement shall apply when either party (**proposing party**) wishes to propose to the other party (**receiving party**) a Project falling within the scope of the Delivery Plan.

6.2 A proposing party may submit a proposal for a proposed Project falling within the scope of the Delivery Plan to the receiving party at any time. The proposal shall contain such level of detail as is appropriate of the proposed Project, including an indication of the parties' likely respective Inputs.

6.3 On receipt of a proposal, the receiving party shall consider it, provide the proposing party with its comments and the parties shall then discuss and agree whether they wish to formalise the proposal so that it becomes a Project.

7. CUSTOMERS

7.1 Each party agrees that it has no right to bind the other party in contract or otherwise and it shall not represent that it has such right.

7.2 Nothing in this agreement constitutes one party a partner, employer, employee or agent of the other party in relation to either party's customers.

7.3 Neither party may provide to any of its customers any information, or make any representation, relating to the other party's products or services, unless that information or representation is approved in writing by that party for use in those circumstances.

8. CONFIDENTIALITY

8.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its **Representatives**) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Delivery Plan or any Project, including information which:

8.1.1 relates to the terms of this agreement;

8.1.2 would be regarded as confidential by a reasonable business person, relating to:

- (a) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
- (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); or

8.1.3 is developed by the parties in the course of carrying out this agreement and any Project.

8.2 The provisions of this clause shall not apply to any Confidential Information that:

8.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or

8.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or

8.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

8.2.4 the parties agree in writing is not confidential or may be disclosed.

- 8.3 Each party shall keep the other party's Confidential Information confidential and shall not:
- 8.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement in relation to the Delivery Plan and a Project (**Permitted Purpose**); or
 - 8.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 8.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 8.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 8.4.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
- and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.
- 8.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 8.7 On termination of this agreement, each party shall:
- 8.7.1 return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - 8.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and

8.7.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

8.8 The provisions of this clause 8 shall survive for a period of six years from termination of this agreement.

9. ANNOUNCEMENTS

9.1 Subject to clause 8 and any legal requirements applicable to the parties, the parties shall act in good faith in making any public announcement, communication or circular concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties.

10. DATA PROTECTION

Each party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 1998.

11. INTELLECTUAL PROPERTY

11.1 This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party pursuant to a Project shall be owned by that party (**Created IPR**).

11.2 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including Created IPR) used in connection with a Project of which it becomes aware.

12. ANTI-BRIBERY

12.1 Each party shall in relation to this agreement and each Project:

12.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

12.1.2 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under

the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

12.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this agreement;

12.1.4 within three months of the Commencement Date, and annually thereafter, certify to the other party in writing signed by one of its officers, compliance with this clause 12 by it and all persons associated with it. Each party shall provide such supporting evidence of compliance as the other party may reasonably request.

12.2 Breach of this clause 12 shall be deemed a material breach under clause 15.2.

12.3 For the purpose of this clause 12, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), and section 8 of that Act respectively. For the purposes of this clause 12, a person associated with a party includes but is not limited to any subcontractor of that party.

13. WARRANTIES

13.1 Except as expressly provided in this agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this agreement.

14. LIMITATION AND EXCLUSION OF LIABILITY

14.1 Nothing in this agreement shall limit or exclude a party's liability:

14.1.1 for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

14.1.2 for fraud or fraudulent misrepresentation;

14.1.3 for breach of any obligation as to title or quiet possession implied by statute; or

14.1.4 for any other act, omission, or liability which may not be limited or excluded by law.

14.2 Subject to clause 14.1, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.

15. TERMINATION OF AGREEMENT

- 15.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party:
- 15.1.1 if the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so;
 - 15.1.2 if the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 15.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 15.1.4 if the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 15.1.5 in accordance with clause 17.
- 15.2 For the purposes of clause 15.1.1, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over any six-month period during the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 15.3 The parties agree that before seeking termination of this agreement pursuant to clauses 15.1.1 and 15.1.2 that where it is reasonable to do so they shall first seek to agree the method for the breach to be rectified in accordance with clause 27.1.

16. CONSEQUENCES OF TERMINATION

- 16.1 On termination of this agreement, the following clauses shall continue in force:
- 16.1.1 Clause 1 (Interpretation);
 - 16.1.2 Clause 8 (Confidentiality) (subject to clause 8.8);
 - 16.1.3 Clause 9.1 (Data protection);
 - 16.1.4 Clause 11 (Intellectual property);

- 16.1.5 Clause 14 (Limitation and exclusion of liability);
 - 16.1.6 Clause 16 (Consequences of termination);
 - 16.1.7 Clause 17 (Force majeure);
 - 16.1.8 Clause 19 (Notices);
 - 16.1.9 Clause 20 (Severance);
 - 16.1.10 Clause 21 (No partnership or agency);
 - 16.1.11 Clause 22 (Rights and remedies);
 - 16.1.12 Clause 23 (Waiver);
 - 16.1.13 Clause 25 (Third party rights);
 - 16.1.14 Clause 27 (Entire agreement);
 - 16.1.15 Clause 28 (Dispute resolution);
 - 16.1.16 Clause 29 (Governing law); and
 - 16.1.17 Clause 30 (Jurisdiction).
- 16.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 16.3 On termination of this agreement, each party shall as soon as reasonably practicable:
- 16.3.1 return or destroy (as directed by the other party) any documents, handbooks, or other information or data provided to it by the other party for the purposes of this agreement. If reasonably required by the other party, it shall provide written evidence (in the form of a letter signed by it) that these have been destroyed and that it has not retained any copies of them; and
 - 16.3.2 return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, that party shall be solely responsible for their safe-keeping.

17. **FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the

affected party shall be entitled to a reasonable extension of the time for performing such obligations.

18. VARIATION

18.1 No variation of this agreement shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

19. NOTICES

19.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address or DX number or to the fax number given in this agreement or as otherwise notified in writing to other party.

19.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Fax.	At the time of transmission.
Document exchange (DX).	9.00 am on the second Business Day after being put into the DX.

19.3 For the purpose of clause 19.2 and calculating deemed receipt:

19.3.1 all references to time are to local time in the place of deemed receipt; and

19.3.2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

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

19.5 A notice given under this agreement is not valid if sent by e-mail.

20. SEVERANCE

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

20.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. NO PARTNERSHIP OR AGENCY

21.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

21.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. WAIVER

23.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

23.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. COUNTERPARTS

24.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24.2 No counterpart shall be effective until each party has executed at least one counterpart.

25. THIRD PARTY RIGHTS

- 25.1 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.
- 25.2 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 25.3 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

26. COSTS

Each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement and any documents referred to in it.

27. ENTIRE AGREEMENT

- 27.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 27.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

28. DISPUTE RESOLUTION

- 28.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it first between the Chief Executives of the parties. If resolution cannot be reached in relation to a dispute, following service of a notice by the party raising the dispute and a meeting between the Chief Executives of the parties, the parties shall resort to mediation pursuant to clause 28.2.
- 28.2 Any dispute which cannot be resolved under clause 28.1 shall be referred for resolution by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

28.3 The mediation will start not later than sixty days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

28.4 The costs of mediation shall be shared equally between the parties.

29. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

30. JURISDICTION

Each party irrevocably agrees that, subject to clause 29, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 –Delivery Board Terms of Reference

Name

1. The name of the Delivery Board shall be the Middlesbrough Delivery Board.

Role and Aim

2. The role of the Delivery Board is to:
 - 2.1 Develop the Delivery Plan;
 - 2.2 Work in partnership to deliver solutions from the Delivery Plan;
 - 2.3 Oversee and keep under review the progress and delivery of the Delivery Plan, through receipt of quarterly update reports from Thirteen and MBC on progress and issues;
 - 2.4 Agree any corrective action to address any adverse trends;
 - 2.5 Take action to resolve any issues identified in delivering the Delivery Plan and through subsequent reviews of the Plan and approvals to plans and strategies underpinning the Delivery Plan and to make recommendations to correct any such issues;
 - 2.6 Ensure resources remain in place for Projects and services in the Delivery Plan; and
 - 2.7 Receive an annual impact report from Thirteen and MBC on what has been achieved against the Delivery Plan.

Composition

3. The Delivery Board shall comprise:
 - the Relevant Lead Members;
 - the Chief Executive of Thirteen;
 - the Chief Executive of MBC;
 - Thirteen’s Group Director of Regeneration and Development; and
 - [Insert number] officers appointed by MBC and Thirteen.

Chair

4. The chair of the Delivery Board shall alternate quarterly between the Chief Executives of the parties.

Meetings

5. The Delivery Board shall meet quarterly at a venue to be agreed between the parties.
6. Meetings of the Delivery Board will be quorate if one third of the total number of Delivery Board members, including one person from each of the Council and Thirteen are present.
7. The purpose of the meetings of the Delivery Board shall be to allow the parties to:
 - 7.1 develop the Delivery Plan;
 - 7.2 review the Delivery Plan and progress against it;
 - 7.3 engage the other in planning discussions in relation to the Delivery Plan from time to time;
 - 7.4 keep the other party informed about its own progress in relation to each Project; and
 - 7.5 facilitate regular discussions between the parties, including in relation to:
 - 7.5.1 performance and issues of concern in relation to each Project;
 - 7.5.2 new developments and resource requirements;
 - 7.5.3 compliance with deadlines; and
 - 7.5.4 such other matters as may be agreed between the parties from time to time.

Minutes

8. Minutes of all meetings will be kept and formally approved by the Delivery Board. The minutes will be made available to the parties.
9. The parties shall service the Delivery Board (including providing meeting space, circulating reports and agendas and taking minutes of meetings) in rotation. The party whose Chief Executive (or his/her nominee) is not, for that quarter, the chair of the Delivery Board shall service the Delivery Board for that quarter.

Voting

10. Any decisions arising at a meeting of the Delivery Board shall be decided by a simple majority of those present and voting. No member shall exercise more than one vote.

Signed by [NAME OF DIRECTOR] for and on behalf of Thirteen Housing Group Limited

.....

Director

Signed by [NAME OF DIRECTOR] for and on behalf of Erimus Housing Limited

.....

Director

Signed by [INSERT NAME] for and on behalf of Middlesbrough Borough Council

.....

Authorised Signatory