

Dated

2005

[HOST AGENCY]

and

[CORE PARTNERS]

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on 2005

BETWEEN:

- (1) [] of [] ("the Host Agency"); and
- (2) The parties whose details are set out in the Schedule ("the *Core Partners*")

Background

- A. The Host Agency, *Core Partners* and Stakeholders share the objective of increasing participation in sport and physical activity within the Partnership area/County.
- B. It is acknowledged that the Host Agency will employ Employees to facilitate that objective and that accordingly the Host Agency may incur liabilities.
- C. The Host Agency and the *Core Partners* wish to record their understanding in relation to the manner in which any claims are dealt with and as to how any liabilities that may arise will be apportioned between them.

Agreed Terms:

1 **Interpretation**

In this Memorandum:

- 1.1 The following expressions have the following meanings unless inconsistent with the context:

"Agreed Proportions"	as regards the Host Agency and the <i>Core Partners</i> , the percentage set opposite their respective details in the Schedule;
"Amount Payable"	a sum of money payable under the terms of this Memorandum;
"Claim"	a claim or potential claim against the Host Agency by any one or more of the Employees arising out of a dismissal on the grounds of redundancy or by reason of a re-organisation of the Host Agency or such other circumstances as the parties may agree;
"Committee"	a sub-committee of the Management Board of the County Sports Partnership comprising representatives of the <i>Core Partners</i> , formed for the purpose of overseeing the performance of the terms of this Memorandum and resolving any disputes arising from it.
"Employees"	Partnership chief executive/director, or managers of specific aspects of Partnership operation (e.g., performance measurement, administration, coach volunteer development, sports specific development [as appropriate]);

"Defaulting Core Partner"	a <i>Core Partner</i> which fails for whatever reason to satisfy in full its agreed proportion of any liability;
"Liability"	a liability to pay a sum of money arising pursuant to a Claim (<i>which sum is deemed to include all legal and other costs, damages, awards, losses and expenses incurred in connection with (or arising directly or indirectly from) defending, disputing or otherwise dealing with any such Claim</i>) where such liability arises by virtue of a Judgment given by a Court of competent jurisdiction, a finding of an Employment Tribunal, or the agreed settlement of any Claim pursuant to the procedure under clause 2);
"Notice of Claim"	a notice of a claim given by the Host Agency in accordance with clause 2.1;
"Core (Paying) Partner"	a <i>Core Partner</i> which pays an amount in or towards satisfaction of a Liability;
"Partner"	any of the parties whose names and addresses are set out in the Schedule;
"Stakeholder"	any other party that works with and through the County Sports Partnership that will not be a <i>Core Paying Partner</i> .

- 1.2 The headings are for convenience only and will not affect the interpretation of this Memorandum.
- 1.3 References to persons include an individual, body, corporate or unincorporated association or partnership.
- 1.4 References to the plural will include the singular and vice versa.
- 1.5 References to any gender will include a reference to each of the other genders.

2 Procedure in the event of a Claim

- 2.1 In the event of a Claim:
 - 2.1.1 the Host Agency shall as soon as practicable notify every *Core Partner* of such Claim and provide them with such particulars of the nature and amount of the Claim as are within its knowledge;
 - 2.1.2 as soon as practicable and in any event not later than 14 days following receipt of a Notice of Claim the Committee shall meet to consider the merits of the Claim and what action should be taken in respect of it;

- 2.1.3 If following a Committee meeting the Host Agency and *Core Partners* are unable to agree on any course of action they shall [dispute mechanism procedure];
- 2.1.4 If the Host Agency decides to seek legal advice in relation to any Claim it shall be at liberty to instruct a firm of solicitors of its choice and shall retain responsibility for the conduct of any litigation. The Host Agency shall update the Committee regarding the status of any Claim;
- 2.1.5 the *Core Partners* shall make available to the Host Agency and to each other and to any legal or other professional advisors appointed by the Host Agency all information in their possession or under their control that is relevant to the Claim in question.

3 Sharing of Liability

- 3.1 The Host Agency and the *Core Partners* shall share the Liability (if any) in respect of each and every Claim in the Agreed Proportion and each *Core Partner* shall promptly account and pay to the Host Agency all sums that are necessary for the purpose of giving effect to this clause.
- 3.2 If the amount paid by a *Core Partner* is more than the *Core Partner's* Agreed Proportion of the relevant Liability the other *Core Partners* shall immediately upon demand pay to the *Core Partner* such sum as may be necessary to ensure that all of the *Core Partners* bear only their Agreed Proportion of such Liability.

4 Inability to Satisfy

- 4.1 The amount of any contribution that a Defaulting *Core Partner* fails to pay towards a Liability shall be borne and paid by the other *Core Partners* in their Agreed Proportions (as adjusted to reflect the failure by the Defaulting *Core Partner* to make payment) in addition to their own contribution.

5 Contributions

- 5.1 Where any doubt or dispute arises as to the size of any Amount Payable, the Amount Payable shall be determined by the procedure set out in this clause 5.
- 5.2 If the Amount Payable is not agreed within such time as all parties may be ready to allow, any of the *Core Partners* disputing the size of any Amount Payable may refer the matter for determination by the Committee.
- 5.3 Each party shall give the Committee access to all books or records in its possession as the Committee may reasonably require, and generally shall provide the Committee with such other information and assistance as the Committee may reasonably require.

6 Costs

The Host Agency and the *Core Partners* shall each bear their own legal and other costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Memorandum.

7 Further Assurance

The Host Agency and the *Core Partners* shall promptly execute and deliver all such documents and do all such things as may from time to time be reasonably required for the purpose of giving full effect to the provisions of this Memorandum.

8 Set Off

All amounts due under this Memorandum shall be paid in full without any deduction other than as may be required by law and none of the *Core Partners* shall be entitled to assert any credit set off or counterclaim against any other *Core Partner* in order to justify withholding payment of any such amount in whole or in part.

9 Variation and Waiver

9.1 Any variation of this Memorandum shall be in writing and signed by or on behalf of each of the parties.

9.2 No failure by the Host Agency to exercise or delay in exercising any provision of this Memorandum constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

10 Status of Agreement

10.1 The parties acknowledge that it is not their intention for this Memorandum to have binding legal effect. It is a statement of their shared intention to work together in a spirit of co-operation.

11 Successors

The agreements reached between the Host Agency and the *Core Partners* pursuant to this Memorandum shall continue for the benefit of their respective successors and assigns.

12 Notices

Any notice or other communication given under this Memorandum will be in writing and will be delivered personally or sent by First Class post or by Facsimile to the recipient's address set out in this Memorandum or to any other address which the recipient has notified in writing to the sender, received not less than 7 business days before the notice was dispatched.

SCHEDULE

PARTICULARS: HOST AGENCY AND CORE PARTNERS AND AGREED PROPORTIONS

Host Agency and Core Partners	Agreed Proportion (X%)