

Appendix 1

DATED

2021

(1) MANCHESTER CITY COUNCIL

AND

**(2) MANCHESTER UNIVERSITY NHS FOUNDATION
TRUST**

S75 PARTNERSHIP AGREEMENT

**Relating to the integrated provision of health and
social care services in the City of Manchester**

Version control

Version	Date	Author
001	04.02.2021	Manchester CC

THIS PARTNERSHIP AGREEMENT is dated

2021

MADE BETWEEN the following statutory partners: -
PARTIES

- (1) **MANCHESTER CITY COUNCIL** of Town Hall, Albert Square, Manchester M60 2LA (the “**Council**”); and
- (2) **MANCHESTER UNIVERSITY NHS FOUNDATION TRUST** of Cobbett House, Oxford Road, Manchester M13 9WL (“**MFT**”)
Together known as (“the Partners”)

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2. DEFINITIONS

“2006 Act” means the National Health Service Act 2006 as amended from time to time.

“Annual Report” means the annual report produced by the Partners in accordance with Clause 24.

“Best Value” means the Council’s duty to make arrangements to secure continuous improvement in the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness as required by the Local Government Act 1999.

“Change in Law” means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the Commencement Date.

“Commencement Date” means _____ 2021

“Client” means a person falling within the Client Group and who satisfies the Eligibility Criteria in respect of the Services hereinafter referred to.

“Client Group” means adults living within the administrative boundary of Manchester City Council or falling within the remit of Services as set out in the individual Service Specifications.

“Complaints System” means the complaints procedure which came into force on the 1st April 2009 pursuant to the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 as amended from time to time and which effects both Adult Social Care and NHS Health Complaints and Services.

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Partnership Agreement and the delivery of the Services and:

- (a) which comprises Personal Data, Special Categories of Personal Data and/or Personal Data covered by Article 10 of the UK GDPR or which relates to any Client or their treatment, care plan or medical history;
- (b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Client respectively; or which is a trade secret.

“Director of Adult Social Services” means the Executive Director of Adult Social Services (DASS) as appointed from time to time by the Council.

“Chief Executive” means the chief executive responsible for the delivery of the Services who is appointed by MFT and is an officer of the Council

“Council” means the Council of the City of Manchester.

“Council’s Authorised Officers” means:

(a) the Council officer who is the Council’s statutory officer for the purposes of section 6 of the Local Authority Social Services Act 1970 (as amended) and who at the date of this Agreement is the Council’s Executive Director of Adult Social Services (DASS); and

(b) the Chief Executive

“Covid-19” means Health Protection (Coronavirus) Regulations 2020 (SI 2020 No. 129)

“Data Protection Legislation (DPL)” has the meaning given in section 3(9) of the Data Protection Act 2018 as amended.

“Disclosing Party” means the Party that provides and discloses Confidential Information to the Receiving Party.

“Dispute Resolution Procedure” the procedure set out in clause 34.

“EIR” means the Environmental Information Regulations 2004.

“Eligibility Criteria” means the criteria agreed between the Partners from time to time as to the conditions to be satisfied for a Client to be a member of the Client Group and who can then be eligible to receive the Services.

“Financial Contributions” means the financial contributions made by each Partner to the Integrated Care Budget in any Financial Year. The indicative Financial Contributions for the First Financial Year are set out **in Part 2 Schedule 4.**

“Financial Framework” means the separate detailed financial management arrangements agreed between the Partners in relation to the Integrated Care Budget as amended from time to time. A copy of the Financial Framework which has been agreed as at the date of this Partnership Agreement is attached in Part 1 Schedule 4.

“Financial Year” means each financial year commencing on 1st April and ending on the following 31st March.

“First Financial Year” means the financial year commencing on 1st April 2021 and ending on 31st March 2022.

“FOIA” the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government

department concerning this legislation.

“Force Majeure Event” means one or more of the following:

- (a) war, civil war (whether declared or undeclared), riot or armed conflict;
- (b) acts of terrorism;
- (c) acts of God;
- (d) fire or flood;
- (e) industrial action;
- (f) prevention from or hindrance in obtaining raw materials, energy or other supplies;
- (g) any form of contamination or virus outbreak (for the avoidance of doubt this shall include Covid-19 and any variations); and
- (h) any other event;

in each case where such event is beyond the reasonable control of the Partner claiming relief.

“Functions” means the Health Related Functions and the NHS Functions.

“Health and Wellbeing Board” means the Manchester Health and Wellbeing Board established by the Council pursuant to section 194 of the Health and Social Care Act 2012 to improve integration between practitioners in health care, social care, public health and related public services and which is responsible for leading on reducing health inequalities.

“Integrated Care Budget (ICB)” means the integrated care budget for each Financial Year which is agreed between the Partners and which is to be used to fund the delivery of the Services which are to be delivered by the Partners through Integrated Provision.

“Integrated Provision” means the delivery model under which the Partners agree to join together their staff, resources, and management structures to integrate the provision of the Services from managerial level to the front line.

“Information” has the meaning given under section 84 of FOIA.

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body.

“Locality Plan” means the Manchester Locality Plan – A Healthier Manchester adopted by the Manchester Health and Wellbeing Board on 27 April 2016 as updated and amended from time to time.

Manchester Agreement: means the agreement between (1) Manchester Clinical Commissioning Group (2) the Council, (3) MFT (4) Pennine Acute Hospitals NHS Trust (5) Greater Manchester Mental Health NHS Foundation Trust (6) Manchester Primary Care Partnership Limited and (7) the MLCO

Executive which was approved by the Health and Wellbeing Board on 17 January 2018. The Manchester Agreement sets out how the parties will work together to deliver the “New Models of Care” which are being funded through the transformation investment funding provided under the Greater Manchester Investment Agreement and other sources. In particular, the Manchester Agreement sets out how the parties will monitor the effectiveness of the “New Models of Care” in order to obtain establish whether they deliver the improvement in quality of services, the movement to community-based care and the financial savings that are required by the Locality Plan. Over time it is intended that the Manchester Agreement will develop to set out how the parties will monitor the effectiveness of not just the “New Models of Care” but the whole of Manchester’s integrated health, social care and public health services.

“Manchester Foundation Trust (MFT)” means the Manchester University NHS Foundation Trust.

“Manchester Local Care Organisation (MLCO): means the local care organisation responsible for the delivery of health and social services in Manchester created by the partnership arrangements entered into between the (1) NHS Manchester Clinical Commissioning Group (2) the Council (3) MFT (4) Greater Manchester Mental Health Foundation Trust and (5) Manchester Primary Care Partnership in accordance with the Locality Plan as set out in the MLCO Partnering Agreement.

“MLCO Executive” means the group whose role, function and constitution is set out in Part 1 Schedule 2.

“MLCO Executive Management Board” means the board established in accordance with the terms of reference set out in Part 1 Schedule 2.

“MLCO Accountability Board” means the board established in accordance with the terms of reference set out in Part 2 Schedule 2.

NHS England: means the National Health Service Commissioning Board established under section 1H of the NHS Act 2012.

“NHS Functions” means such of the functions of MFT as are prescribed under Regulation 5 of the Regulations as far as they relate to the Partnership Arrangements’

“NHS Standard Form Contract” means the template form of contract issued from time to time by NHS England and mandated for use when commissioning certain services by MFT.

“Our Manchester Strategy” means the Council’s **“Manchester Strategy 2015/2025”**.

“Outcomes” means the strategic priorities set out in the Locality Plan, which are to be delivered through this Partnership Agreement.

“The Partners” means either the Council and MFT, and “Partner” shall mean either one of the Partners.

“Partnering Agreement” means the agreement dated 1st April 2018 and made between (1) NHS Manchester Clinical Commissioning Group (2) the Council, (3) MFT (4) Greater Manchester Mental Health NHS Foundation Trust and (5) Manchester Primary Care Partnership Limited which deals with the creation and operation of the MLCO and the role of each of the Partners within the MLCO.

“Partnership Agreement” means the terms and conditions contained in this Partnership Agreement which form the basis of the Partnership Arrangements.

“Partnership Arrangements” means the arrangements jointly agreed herein by the Partners for the purposes of and pursuant to the Regulations and Section 75 of the 2006 Act including inter alia the aims set out in Clause 4.

“Receiving Party” means the Party that receives Confidential Information from the Disclosing Party.

“The Regulations” means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 SI No.617 and any amendments and subsequent re-enactments thereof.

“Regulatory Body” means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Partnership Agreement, or any other affairs of the Partners.

“Representative” means a Partner’s employee, agent or subcontractor and any employee of the other Partner who is seconded to the Partner and is acting in accordance with the Partner’s instructions.

“Request for Information” a request for Information or an apparent request under the Code of Practice on Access to Government Information, FOIA or EIR.

“Scheme of Delegation” means the Scheme of Delegation each Partner has in place from time to time (including those provisions set out in Schedule 8 which were effective on 1st April 2021) as may be varied by the Partnership Agreement insofar as that agreement relates to the provision of the Services.

“Services” means the Services as may be agreed between the Partners which shall be provided for the benefit of a Client or the Client Group in accordance with the Service Specifications for the Services which are set out in Schedule 1 to this Partnership Agreement (excluding the services which are listed in Part 1 to Schedule 1).

“Service Specifications” means the specifications set out by the Council or Manchester Clinical Commissioning Group for the Services listed Part 3 of Schedule 1

“Special Categories of Personal Data” means the Personal Data covered by Article 9(1) of the UK GDPR.

“Staff” means employees of the Council or MFT as the case may be who are made available by a Partner for the purposes of the Partnership Arrangements.

“Standing Orders” means the respective Partner’s internal rules and regulations which govern and determine how they are to exercise their statutory functions, and which include the Council’s Constitution and the respective Partner’s standing financial instructions, standing orders, contract and financial procedure rules.

“Strategic Plans” means the Locality Plan, the Manchester Agreement, the Our Manchester Strategy any other relevant strategies adopted by the Partners from time to time for the provision of community health and social care services for the City of Manchester.

“Support Services” means the administrative, technical and professional support services provided by the Partners to carry out the Services.

“Term” means the period as detailed in clause 5.

“Transfer Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time).

“UK GDPR” has the meaning given in section 3(10) of the Data Protection Act 2018.

“Variation” means any written variation to this Partnership Agreement in line with *clause 40*.

Working Day: means 8.00 am to 6.00 pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday in England.

3 RECITALS

- 3.1 References to statutory provisions shall be construed as references to those provisions as respectively amended and re-enacted (whether before or after the Commencement Date) from time to time.
- 3.2 The headings of the clauses in this Partnership Agreement are for reference purposes only and shall not be construed as part of this Partnership Agreement or deemed to indicate the meaning of the relevant clauses to

which they relate.

- 3.3 References to Schedules or Appendices are references to the Schedules and Appendices to this Partnership Agreement.
- 3.4 Any reference to the Partners shall include their respective statutory successors, Staff and Representatives.
- 3.5 The Schedules and Appendices form part of this Partnership Agreement and shall have effect as if set out in full in the body of this Partnership Agreement. Any reference to this Partnership Agreement includes the Schedules and Appendices.
- 3.6 Where a term of this Partnership Agreement provides for a list of items following the word “including” or “includes”, then such list is not to be interpreted as being an exhaustive list.
- 3.7 In this Partnership Agreement, words importing any particular gender include all other genders, and the term “person” includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person’s successors and permitted assigns.
- 3.8 In this Partnership Agreement, words importing the singular only shall include the plural and vice versa.
- 3.9 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communications between the Partners shall be in writing.
- 3.10 All references to the Partnership Agreement include (subject to all relevant approvals) a reference to the Partnership Agreement as amended, supplemented, substituted, novated or assigned from time to time.

4. PURPOSE OF PARTNERSHIP ARRANGEMENTS

- 4.1 Pursuant to Section 75 of the 2006 Act and other relevant legislation and guidance including, but not limited to; the Children Act 1989 and 2004, Health and Social Care Act 2012, Working Together to Safeguard Children 2013 and the Regulations, as amended from time to time, the Partners have agreed to enter into these Partnership Arrangements to improve the integrated provision of the Services insofar as they effect or relate to the NHS Functions and the Health Related Functions.
- 4.2 A further objective of the Partnership Arrangements is to improve the Services for Clients through closer working between the Council and MFT and to improve quality of life outcomes and to provide a more joined up service for communities.

- 4.3 This Partnership Agreement facilitates the management of Functions and an Integrated Provision arrangement between the Council and MFT under Section 75 of the 2006 Health Act. The Integrated Provision arrangement will deliver the Services as specified in Schedule 1 (apart from those services listed in Part 2 of Schedule 1).
- 4.4 The Partnership Arrangements identified in this Partnership Agreement will fulfil the objectives set out in the relevant Strategic Plans, organisational business plans, and other relevant policies of the two Partners by delivering Integrated Provision of the Services as specified by the lead commissioners of health and social care services in the City of Manchester.
- 4.5 The 'HR Principles document' at Schedule 10 of the Partnering Agreement or any subsequent version of the document agreed between the Partners will be taken into account in planning and implementing further integration of the Services.
- 4.6 This Partnership Agreement between the Council and MFT is intended to clarify and make explicit those aspects of integrated provision of the Services for which the Partners are responsible.
- 4.7 The Partners agree that to the extent allowed by law the MLCO Executive will be responsible for managing the delivery of the Services on a day to day operational level. The MLCO Executive will be responsible to the MLCO Accountability Board. The Director of Adult Social Services will retain statutory responsibility for the Council's social care services. The Director of Adult Social Services will report to MLCO's Chief Executive and will retain a line of accountability to the Council's Chief Executive in accordance with statutory guidance. For the avoidance of doubt, each Partner will retain their statutory obligations to deliver or arrange for the delivery of the Services.
- 4.8 Schedule 2 to this Agreement details the Partners' agreement regarding the scrutiny and monitoring of the Partnership Arrangements by both organisations to ensure that the responsibilities of the Partners are being effectively discharged.
- 4.9 The Partnership Arrangements will take account of any changes to both the local and national context during the Term of the Partnership Agreement.
- 4.10 The purposes of the Partners as stated in this clause 4 are intended to give direction and clarify the terms of this Partnership Agreement and to enable employees of both the Council and MFT to engage in the Partnership Arrangements to deliver the Outcomes set out in the Locality Plan and the priorities set out in other Strategic Plans in the context of multi-agency, partnership working.

5. DURATION OF THE PARTNERSHIP

- 5.1 This Partnership Agreement will come into force on the Commencement Date and will remain in force, unless terminated in accordance with the provisions

of this Partnership Agreement earlier, for a term of three (3) years (“the Term”).

- 5.2 The Partners may, as agreed in writing at least 6 months prior to the expiry of the Term, agree an extension to the Term of the Partnership Agreement in respect of the whole or part of the Services (“Extension Period”). Any such Extension Period shall be agreed by the Partners and shall commence on the expiry of the Term and, unless terminated in accordance with the provisions of this Partnership Agreement earlier, shall automatically expire at the end of the Extension Period.
- 5.3 The Partnership Arrangements will be formally reviewed annually by the MLCO Accountability Board and the success of the Integrated Provision shall be measured upon the basis of the achievement of the objectives of the Partnership Arrangements and upon the performance results obtained by the Integrated Provision (including, the delivery of the Outcomes specified by the Manchester Partnership Board MLCO Accountability Board shall make recommendations to the Manchester Partnership Board.

6. AIMS AND OBJECTIVES OF THE PARTNERSHIP ARRANGEMENTS

- 6.1 The aim of this Partnership Agreement is to establish an arrangement under Section 75 of the 2006 Act to provide a strategic partnership framework to enable the Council and MFT to meet their statutory obligations and aspirations as set out in the Strategic Plans adopted by the Partners from time to time. Through this Partnership Agreement the Partners intend to meet their responsibilities for integrated provision of adult social care services and all community health services through the implementation of flexibility, coordination and accountability between each other and the development of joint strategic plans. By introducing clear aims and objectives, and robust accountability measures, supported by documented governance procedures and guidance, all those engaged in the Partnership Arrangements and joint working arrangements will be better placed and informed to provide significant improvements in the provision of the Services in the City of Manchester.
- 6.2 In addition to the plans set out within the Strategic Plans, the Partners further aim to integrate the Functions by improving the effectiveness of inter-agency working, delivering better co-ordinated, integrated and more responsive Services, providing safe, effective and affordable alternatives to specialist or acute services, establish shared performance management and information systems to aid future planning and improve client and community engagement and participation.
- 6.3 The Partners (together with NHS Manchester Clinical Commissioning Group, the Greater Manchester Mental Health NHS Foundation Trust, Manchester Primary Care Partnership Limited) have entered into the Partnering Agreement for the creation of the MLCO. The Partners have established the MLCO Executive which will be responsible for co-ordinating the integration of the Services. The MLCO Executive will be responsible for the operational day to day management of the Services and shall carry out such of the executive

decisions of the Partnership Arrangements as determined and delegated to it by the Partners as more particularly set out in Schedule two.

- 6.4 The Partners agree to build strong links with Council services and strategies beyond the specific functions of the Services covered by the Partnership Agreement. This commitment will enable both Partners to enhance their performance in terms of community leadership and corporate citizenship and will ensure that all resources which have been separately identified by the Partners as available to meet their respective commitments are provided for the benefit of health and wellbeing.
- 6.5 The Partners long-term objectives will be set by reference to the Strategic Plans and against the vision and priorities set out for Services covered by the Partnership Agreement. The objectives will be varied from time to time in accordance with the objectives of the wider health and care system in Manchester and the development of health and care arrangements across Greater Manchester. The introduction of any individual scheme or additional Services within the Partnership Arrangements will need to be approved by both the Partners.

7. STATUTORY FUNCTIONS, POWERS, DUTIES ETC. OF THE PARTNERS

- 7.1 The Partnership Arrangements in this Partnership Agreement shall not affect:
- - 7.1.1 any power or duty of the Council to set, administer, collect and recover charges for the provision of any Services in the exercise of any of the Councils local authority functions (including, but not limited to the Health-Related Functions); or
 - 7.1.2 The Council's power to determine and apply eligibility criteria for the purposes of assessment under the Community Care Act 1990 and the Care Act 2014; or
 - 7.1.3 the liabilities of the Partners for the exercise of their respective statutory functions and obligations.

8. GENERAL PRINCIPLES

- 8.1 The Partners will in relation to the Partnership Arrangements: -
- 8.1.1. Manage the Functions and Services in accordance with the principles set out in sub-clauses 8.1.2 to 8.1.5 below.
 - 8.1.2 Treat each other with respect and an equality of esteem;
 - 8.1.3 Be open with information about the performance and financial status of each other;
 - 8.1.4 Will share costs and savings where the opportunity arises, and

agreement can be reached about how to do so; and

8.1.5 Provide early information and notice about any relevant issues that may affect or relate to the Partnership Arrangements.

9. STAFF ROLES

9.1 Any changes in the role and job description of the following posts should be made in consultation with the Partners if there is potential impact on the Partnership Arrangements and/or the Partnership Agreement:

9.1.1 The Council's Executive Director of Adult Social Services; and

9.1.2 The Chief Executive of the MLCO;

9.1.3 MLCO Director of Finance

9.2 The powers of the Council's Director of Adult Social Care or the Chief Executive of the MLCO to designate roles of individual members of Staff working within the Partnership Arrangements are subject to: -

9.2.1 the relevant Scheme of Delegation; and

9.2.2 the directions and limitations set by the Executive of the Council, the Board of MFT and the MLCO Accountability Board.

9.3 MFT employees may carry out Health Related Functions and Council employees may carry out NHS Functions with the consent of the Health and Social Services Senior Leadership team or MLCO Executive Team and in accordance with the requirements of the Regulations and other relevant law and guidance including, without limitation, the following;

9.3.1 Functions of MFT which may be delegated to the Council under the Regulations; and

9.3.2 Functions of the Council which may be delegated to MFT under the Regulations.

9.4 Any increases in staffing levels associated with the provision of the Services or the Partnership Arrangements shall be agreed by the Partners but only to the extent that it does not result in the budgets given to it by each Partner being exceeded.

10. GENERAL PROVISIONS ON STAFFING

10.1 Where Staff are employed by one Partner but made available to the other Partner, the personnel procedures operative in relation to Staff shall be those of their respective employer. Matters relating to terms and conditions of employment, discipline, grievances and all other employment procedures are

the responsibility of the employing Partners in relation to their respective Staff.

- 10.2 The Partners have worked together to formulate joint protocols for the management of Staff which are attached at Schedule 5.
- 10.3 Where it is necessary for the purposes of either Partner's personnel procedures for a member of Staff employed or contracted by the other Partner to co-operate with the operation of such procedures, the employing Partner shall use all reasonable endeavours to ensure that such co-operation is forthcoming.
- 10.4 For the avoidance of doubt, where a member of Staff employed by one Partner (the Manager) is the Manager of a member of Staff employed by the other Partner (the Managed Person), the Manager is authorised by virtue of the Partnership Arrangements to give instructions to the Managed Person and to take all appropriate management action in respect of the Managed Person subject to the terms of the relevant personnel procedure.
- 10.5 Except as provided herein new appointees to the Staff (whether by way of replacement of existing posts or to new posts) will be employed by the Partner to which the role which they are to carry out most closely relates.
- 10.6 Unless otherwise agreed in writing the Partners intend that the Transfer Regulations shall not apply to any Staff and accordingly they agree that no Staff shall transfer from the employment of the Council into the employment of MFT and that no Staff shall transfer from the employment of MFT into the employment of the Council by virtue of this Partnership Agreement. The Council and MFT each agree that they will not at any time hereafter contend (unless they otherwise agreed in writing) for any purpose whatsoever that the Transfer Regulations apply to this Partnership Agreement and that nothing in this Partnership Agreement is intended to cause a change in the identity of the employer of an employee who falls within the definition of Staff.
- 10.7 Without prejudice to Clause 10.6 and unless otherwise agreed in writing between the Partners, MFT shall indemnify the Council and keep it indemnified from and against all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs, expenses and all other liabilities, relating to any contract of employment with any Staff where such contract is transferred to the Council under the Transfer Regulations and the liability arises from or in connection with:
 - 10.7.1 the employment of such Staff or the termination of their employment by the Council prior to the 1st April 2021; or
 - 10.7.2 any failure by the Council on or prior to the 31st March 2021 to comply with its legal obligations in respect of such Staff; or
 - 10.7.3 any action or omission of the Council before the 1st April 2021 which, by virtue of the Transfer Regulations, is deemed to be an act or omission of MFT.

- 10.8 Without prejudice to Clause 10.6 and unless otherwise agreed in writing between the Partners, MFT shall indemnify the Council and keep it indemnified from and against all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs, expenses and all other liabilities, relating to any contract of employment with any Staff where such contract is transferred to the Council under the Transfer Regulations and the liability arises from or in connection with:
- 10.8.1 the employment of such Staff or the termination of their employment by MFT prior to the 1st April 2021; or
 - 10.8.2 any failure by MFT on or prior to the 31st March 2021 to comply with its legal obligations in respect of such Staff; or
 - 10.8.3 any act or omission of MFT before the 1st April 2021 which, by virtue of the Transfer Regulations, is deemed to be an act or omission of the Council.
- 10.9 If a Partner receives a claim, or notice of an intention to make a claim, which may reasonably be considered likely to give rise to a liability on the part of the other Partner under this Clause 10 that Partner shall:
- 10.9.1 as soon as reasonably practicable, give written notice of the claim to the other Partner specifying the nature of the claim in reasonable detail;
 - 10.9.2 not make any admission of liability, settlement agreement or compromise in relation to the claim without the prior written consent of the other Partner (such consent not to be unreasonably conditioned, withheld or delayed); and
 - 10.9.3 give the other Partner access at reasonable times to its premises and its officers, directors, staff, agents, representatives or advisors, documents and records within its power or control so as to enable the other Partner and its professional advisers to examine them and to take copies for the purpose of assessing the claim.
- 10.10 Nothing in this Clause 10 shall restrict or limit a Partner's general obligation at law to mitigate any loss it may suffer or incur as a result of an event which may give rise to a claim under the indemnities contained in this provision.
- 10.11 The Partners will consult with Staff about the provision of an integrated staffing structure in accordance with the details set out in Schedule 11 or any subsequent version of the document agreed between the Partners.

11 ACCOUNTABILITY

- 11.1 The MLCO Executive shall ensure that appropriate arrangements are in place for the professional and clinical accountability of the Staff at all times.

- 11.2 The Partners shall ensure that each of the Staff which is employed or contracted to them shall be accountable to the other Partner (the “non employing Partner”) for those functions of the non-employing Partner which the relevant member of Staff is carrying out on behalf of the non-employing Partner pursuant to this Partnership Agreement.

12 CHANGES TO THE STRUCTURE OF THE PARTNERSHIP ARRANGEMENTS

- 12.1 The Partners may agree in writing changes to the structure of the Partnership Arrangements described in this Partnership Agreement.
- 12.2 Such changes shall only be made in accordance with all applicable law and guidance and in particular only after such consultation as shall be required by law and guidance.
- 12.3 No changes shall be binding on the Partners unless in writing and signed by a duly authorised officer or representative of each of the Partners.

13 PROPERTY

- 13.1 Any land buildings or premises or parts of land buildings or premises provided by a Partner (“the **First Partner**”) for the use of the Partners to provide the Services shall be subject to the terms of any lease, license, covenant or easement to which the land building or premises is otherwise subject and the other Partner shall not do anything which would place the First Partner in breach of any such lease, licence, covenant or easement.
- 13.2 The Partner which owns any property used or occupied for the purposes of providing the Services shall be responsible for the proper repair and maintenance and insurance (or self-insurance) of that property and all outgoing and expenses in respect thereof save where any costs incurred are incurred as a result of the negligence or wilful default of any member of Staff in which case the employing Partner of such member of Staff shall be liable for any uninsured losses.
- 13.3 The Partners shall agree how the owning Partner shall be reimbursed (if at all) in respect of the outgoing and expenses incurred (including any notional costs of the property) in respect of any properties or parts thereof occupied for the purposes of providing the Services or such alternative manner in which those outgoing and expenses shall be taken into account.
- 13.4 Nothing in this Partnership Agreement shall prevent either of the Partners from selling or otherwise withdrawing their properties from use for the purposes of providing the Services but wherever possible the relevant Partner shall give at least six months written notice of such sale or withdrawal to the other Partner and the Partners shall consider whether such withdrawal would result in the termination of this Partnership Agreement in relation to that aspect of the Services which are dependent in whole or in part upon the use

of the relevant property.

14 GRANTS

- 14.1 The Partners will review and maximise opportunities to obtain such additional grants as may be available to support the Services from time to time.
- 14.2 The Partners will agree acting reasonably the manner in which any grant application should be made and the terms on which any such grant shall be administered and applied.
- 14.3 The Partners will ensure that all monies from any grants received shall be applied to the project that it relates to in a proper manner. In the event that a Partner misapplies monies received from any grant the Partner in default shall reimburse the other Partner to the extent that the monies were misapplied and that the other Partner suffers loss as a result.

15 AUDIT AND RIGHT OF ACCESS

- 15.1 Each Partner shall promote a culture of probity and sound financial discipline and control and shall ensure that full and proper records for accounting purposes are kept in respect of the Partnership Arrangements and shall agree from time to time the format in which the accounts shall be maintained.
- 15.2 The Partners shall co-operate with each other in preparation of accounts in relation to the Partnership Arrangements and with each other's internal and external auditors.
- 15.3 The Partners will supply all information reasonably required by:
 - 15.3.1 Persons exercising a statutory function in relation to either Partner;
 - 15.3.2 Any internal and/or external auditors appointed by MFT;
 - 15.3.3 Other persons or bodies with an authorised monitoring or scrutiny function, including a council scrutiny committee, having regard to the Partner's obligations of confidentiality, and the information sharing protocol set out at Schedule and such information sharing agreements as shall be agreed between the Partners from time to time.
- 15.4 The Partners may agree protocols in relation to the management of and provision of information relating to the finances of the Partnership Arrangements from time to time.

16 LIABILITIES

- 16.1 In this clause 16, "liabilities" shall be deemed to include all costs, claims, liabilities, proceedings, expenses, and demands made against or suffered or incurred by the relevant Partner including (but not limited to) the following matters:

16.1.1 public liability;

16.1.2 employer's liability;

16.1.3 professional indemnity (including but not limited to officers' liability and clinical negligence);

16.1.4 employment claims including (but not limited to) claims for:

- (i) damages, costs and expenditure including (but not limited to) claims for wrongful and unfair dismissal and under Transfer of Undertakings (Protection of Employment) Regulations 1981;
- (ii) damages, costs and expenditure in relation to discrimination in respect of any protected characteristic as defined by the Equality Act 2010 and equal pay claims;
- (iii) other claims for breach of employment contract;

16.1.5 Ombudsman awards;

16.1.6 claims for breach of the Human Rights Act 1998 and claims in public law;

and "liability" shall be construed accordingly.

16.2 Events Prior to Commencement Date

16.2.1 Each Partner (the "**First Partner**") will indemnify and keep the other Partner indemnified against all liabilities arising directly or indirectly from any events acts or omissions in relation to the First Partner's Functions occurring prior to the date on which they are included in the Partnership Arrangements.

16.3 Events Post Commencement Date

16.3.1 Each Partner (the "**First Partner**") will indemnify and keep indemnified the other Partner against all liabilities arising directly or indirectly from any events acts or omissions of the First Partner or its employees or contractors in respect of the Functions which shall occur during the period in which the relevant Functions shall be included in the Partnership Arrangements save to the extent that such liability shall arise out of any act or omission of the other Partner or its employees and contractors.

16.4 Insurance Arrangements

16.4.1 The Partners shall, so far as is possible at reasonable cost and allowable by law or guidance, agree and effect appropriate insurance

arrangements in respect of all potential liabilities arising from the Partnership Arrangements. In the case of MFT it may affect, through NHS Resolution, alternative arrangements in respect of NHS schemes in lieu of commercial insurance. Insurance affected by the Council may include such provision as to the excess or deductible to be funded by the Council as it shall consider appropriate.

16.4.2 The obligations in this clause shall include insurance (or equivalent) arrangements after the date of determination of this Partnership Agreement in respect of any events acts or omissions prior to such determination.

16.4.3 The Partners may agree from time to time, common policies and protocols for the handling of claims covered by the Partners' insurance arrangements (or equivalent) for the Functions. Such policies and protocols as are agreed may be applied to the Partnership Arrangements.

16.4.4 The Partners may agree alternative insurance and indemnity arrangements to the foregoing from time to time.

17 INFORMATION SHARING AND CONFIDENTIALITY

17.1 Both Partners will follow and ensure that the Partnership Arrangements comply with all legislation, regulations and guidance on information sharing produced by the Government or the Information Commissioner's Office.

17.2 The Partners will agree and comply with the standards set out in the Information Sharing Protocol set out at Schedule 3. The Partners may enter into Information Sharing Agreements (IASs) under that Protocol in relation to particular services or functions covered by this Partnership Arrangement. Any such ISAs will take account of the requirements of the Data Protection Legislation, the Caldicott Guidelines, the FOIA and the NHS Information Governance Framework.

17.3 The Partners will establish and ensure that there are kept operational:

17.3.1 procedures (including forms) for handling Client access and consent (if applicable);

17.3.2 documentation for a Client which explains their rights of access, the relevance of their consent (if applicable), rules and limits on confidentiality, and how information about them is treated;

17.3.3 such additional policies, procedures and documentation as shall be necessary in order to meet the purposes, guidance and requirements of Government and of all relevant Data Protection Legislation as they apply to the Partners and the Partnership Arrangements.

17.4 The Partners shall use all reasonable endeavours to develop and monitor joint

working protocols as shall be required for the sharing of information to the benefit of the Client and to facilitate strategic and operational planning with:

17.4.1 other agencies who work with common Client Groups; and

17.4.2 any third parties with whom the Partners have contracts in which case the relevant protocols shall be dealt with in information sharing clauses and schedules within such contracts;

and the Partners agree to comply with such protocols once they have been agreed.

17.5 Except as required by Law (including under the FOIA), each Partner agrees at all times during the continuance of these Partnership Arrangements and after their termination to keep confidential all documents or papers whether electronic or hard copy which it receives or otherwise acquires in connection with the other and which are marked with such words signifying that they should not be disclosed or where the confidential nature of the information contained within those documents is self-evident.

18 THE PRESS

18.1 Prior to the issue of any press release about matters relating to the Partnership Arrangements or making any contact with the press on any issue attracting media attention the relevant senior officers and managers of the Partners (or such persons as they each shall designate) will wherever possible consult with each other to agree a joint strategy for the release or handling of the issue.

18.2 Any media coverage in respect of the Partnership Arrangements shall be brought to the attention of the next meeting of the Accountability Board following such coverage.

19 STANDARDS OF CONDUCT

19.1 The Partners will comply and will ensure the Partnership Arrangements comply with all statutory requirements, national and local and other guidance on conduct, public accountability and probity and will ensure that good corporate governance standards are maintained by Partners (including, without limitation, the Bribery Act 2010 and the Partners' respective Standing Orders) in respect of the Services.

20 STANDARDS OF SERVICE

20.1 Best Value

20.1.1 The Council is subject to the duty of Best Value under the Local Government Act 1999. The Partnership Arrangements will therefore be subject to the Council's obligations for Best Value and MFT will cooperate with all reasonable requests from the Council which the

Council considers necessary in order to fulfil its Best Value obligations.

20.2 Procurement, Patient Choice and Competition Regulations

20.2.1 MFT is subject to the requirements of the Procurement, Patient Choice and Competition Regulations (“**the Rules**”). The Partnership Arrangements will therefore be subject to MFT’S obligations in respect of the Rules and the Council will cooperate with all reasonable requests from MFT which MFT considers necessary in order to fulfil its obligations under the Rules.

20.3 NHS Constitution

20.3.1 MFT is required to have regard to the NHS Constitution. The Partnership Arrangements will therefore be subject to MFT’s obligations in respect of the NHS Constitution and the Council will cooperate with all reasonable requests from MFT which MFT considers necessary in order to fulfil its obligations under the NHS Constitution.

20.4 Directions of the Secretary of State

20.4.1 MFT is required to comply with directions issued by the Secretary of State (“**Directions**”). The Partnership Arrangements will therefore be subject to MFT’s obligations in respect of such Directions and the Council will cooperate with all reasonable requests from MFT which MFT considers necessary in order to fulfil its obligations under such Directions.

20.5 Clinical Governance

20.5.1 MFT is subject to a duty to secure adequate arrangements for clinical governance of the NHS Functions, that being a framework through which MFT is accountable for continuously improving the quality of its Services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. The Partnership Arrangements will therefore be subject to clinical governance obligations where these are appropriate.

20.6 Corporate Governance

20.6.1 The Partners must comply with the principles and standards of corporate governance relevant to NHS trusts and local authorities. The governance arrangements for this Partnership Agreement and relevant terms of reference are set out in Schedule 2.

20.7 General Service Standards

20.7.1 General service standards for the Partnership Arrangements will be set in accordance with legislation and guidance produced by the relevant government department, and as may be agreed locally by the Partners.

20.7.2 Subject to clause 20.7.1 above, MFT will manage the Health-Related Functions in accordance with the arrangements, policies and procedures set out in this agreement.

20.8 Support Services

20.8.1 Support Services will be provided by the Partners may be necessary to support the Services that each Partner has statutory responsibility for unless the Partners agree otherwise.

20.8.2 If either Partner believes that additional Support Services may be required for the effective management or performance of the Services it will consult the other to reach agreement as to the appropriate way of providing the additional Support Services. If the Partners are unable to agree the appropriate way of providing the additional Support Services, the matter will be dealt with in accordance with the dispute resolution procedure set out at clause

20.9 Equality and Equal Opportunities

20.9.1 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain, develop and comply with these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the Services.

20.10 Development of new policies

20.10.1 The Partners may:

- (i) develop policies which build on the best practice of each Partner.
- (ii) develop a quality assurance system which builds on the best practice of each Partner.

20.10.2 Any policies which are developed or proposed for amendment will be adopted and communicated to staff using the existing processes established by the Council and MFT unless the Partners agree that the changes proposed are significant in which case they will use the process set out at Schedule 9.

20.11 Use of existing policies

20.11.1 Until new policies and procedures are established the Partners will use the pre-existing policies which they may have developed for their own use as applied to the Functions and Services prior to the Commencement Date. Where there are conflicting procedures which affect the operation of the Partnership

Arrangements one Partner's procedures and policies will be adopted by agreement between the Partners.

20.12 Equalities Impact Assessments

- 20.12.1 The Partners will carry out appropriate equalities impact assessments at reasonable intervals in relation to existing and new policies relating to the Partnership Arrangements.

21 PERFORMANCE MANAGEMENT AND INSPECTION

- 21.1 The Partners will be subject to performance management by the appropriate statutory bodies. The Partnership Arrangements will be subject to the scrutiny of the Partners' internal and external auditors.
- 21.2 The performance management frameworks of the Partners will be reviewed under this Partnership Agreement's review arrangements.

22 MONITORING ARRANGEMENTS AND RISK

- 22.1 The MLCO Accountability Board will monitor the effectiveness of the Partnership Arrangements using a range of performance measures to develop their work.
- 22.2 The Partners jointly agree to make a general commitment to transparency between themselves for risk management arrangements. Each Partner will comply with its corporate risk strategy (see Schedule 6). The Council will hold a risk register on behalf of the Services delivered by or on its behalf and MFT will do likewise for the Services delivered by or on its behalf under this Partnership Agreement.
- 22.3 The Partners shall ensure that adequate appropriate staff are nominated to monitor the Services and the Partnership Arrangements.

23 QUARTERLY REPORTING AND REVIEW

- 23.1 The Chief Executive shall carry out a quarterly review within 28 days of the end of each quarter in each Financial Year of the issues set out below for reporting to the bodies below: -
- 23.1.1 the Partnership Arrangements – MLCO Accountability Board; and
- 23.1.2 the statutory functions of each Partner which have been carried out by the other Partner – MLCO Accountability Board; and
- 23.1.3 the key performance indicators attached to the Services covered by the Partnership Agreement – Accountability Board.

24 ANNUAL REVIEW AND REPORTING

- 24.1 The Chief Executive will carry out an annual review by no later than [_____] days after the end of each Financial Year of the operation including:
- 24.1.1 an evaluation of performance against agreed performance measures, targets and priorities;
 - 24.1.2 review of the targets and priorities for the forthcoming year;
 - 24.1.3 Service delivery;
 - 24.1.4 Service changes proposed;
 - 24.1.5 shared learning and the need for joint training;
 - 24.1.6 an evaluation of any statistics or information required to be kept by the Department of Health from time to time;
 - 24.1.7 the statutory functions of each Partner which have been carried out by the other Partner using the flexibilities of Section 75 of the 2006 Act; and
 - 24.1.8 the operation and effectiveness of the MLCO's internal governance arrangements.
- 24.2 The Partners shall within [_____] days of the annual review prepare a joint annual report documenting the matters referred to in Clause 24 to report and submit to the MLCO Accountability Board and the Manchester Partnership Board, as agreed by the Partners.

25 CONFLICTS OF INTEREST

- 25.1 The MLCO Accountability Board shall ensure policies are in place for managing conflicts of interest guided by MFT and the Council's own rules relating to conflicts of interest and agree to comply with such policies once agreed.

26 SUBSTANDARD PERFORMANCE

- 26.1 If any Partner ("**Relevant Partner**") fails to meet any of its obligations under this Agreement, the other Partner may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partner may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within a reasonable timescale, the matter shall be referred for resolution in accordance with Clause 34.

27 COMPLAINTS SYSTEM

- 27.1 A protocol shall be agreed by the Partners to deal with complaints arising under the Partnership Arrangements. The complaints will be dealt with under

the complaints system which is applicable to the NHS and statutory provisions applicable to Council Services where applicable. Where there are no statutory provisions applicable and until superseded by the protocol referred to above any complaint about a Council Service will be dealt with under the Council's corporate complaints procedure. Partners agree to report on a quarterly basis the number, types and outcome of complaints relevant to the Services to the MLCO Accountability Board. Any protocol may change from time to time with the agreement of the Partners and will be subject to such other enactments, regulations and government guidance as may be issued nationally from time to time.

28 TERMINATION

28.1 Either Partner may at any time by the service of not less than 12 months' notice in writing to the other Partner terminate this Partnership Agreement during the Term or Extension Period.

28.2 Either Partner may by 3 month's written notice to the other Partner terminate this Partnership Agreement if:

28.2.1 As a result of any change in law or legislation it is unable to fulfil its obligations hereunder;

28.2.2 The fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the date hereof;

28.2.3 The fulfilment of its obligations hereunder would be ultra vires;

28.2.4 Where Partners have been unable to resolve a dispute in accordance with clauses 34.

and the Partners shall be unable to agree a modification or variation to this Partnership Agreement so as to enable the Partner to fulfil its obligations in accordance with such law and guidance.

28.3 Termination of this Partnership Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partner's rights in respect of any antecedent breach and the provisions of Clause 26 and 28 shall not prejudice the rights of either Partner to recover any amount outstanding at such termination.

28.4 The provisions of this Clause shall not preclude the Partners from agreeing such other date for termination of this Partnership Agreement where they consider it is reasonable and equitable to do so.

28.5 Termination of the Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued prior to the date upon which such termination takes effect.

29 EXIT ARRANGEMENTS

- 29.1 In the event that the Partnership Arrangements are terminated the Partners agree to cooperate to ensure an orderly wind down of their joint activities for the relevant Services. The Partners agree to ensure that the disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible.
- 29.2 Detailed provisions as to exit arrangements for individual Services will be agreed and may include provisions about:
- 29.2.1 maintaining continuity of the Services;
 - 29.2.2 responsibility for debts and on-going contracts;
 - 29.2.3 such other matters as the Partners deem reasonably necessary.

30 WAIVERS

- 30.1 The failure of either Partner to enforce at any time or for any period of time any of the provisions of these Partnership Arrangements shall not be construed to be a waiver of any such provision and shall in no way affect the right of that Partner thereafter to enforce such provision.
- 30.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

31 ENTIRE AGREEMENT

- 31.1 The terms herein contained together with the contents of the Schedules and Appendices constitute the complete Partnership Agreement between the Partners with respect to the subject matter hereof and supersede all previous communications, representations, understandings, and Partnership Agreement, and any representation, promise, or condition not incorporated herein shall not be binding on either Partner.
- 31.2 No Partnership Agreement or understanding varying or extending any of the terms or provisions hereof shall be binding upon either party unless in writing and signed by a duly authorised officer or representative of the Partners.

32 CHANGES IN LEGISLATION

- 32.1 The Partners may review the operation of the Partnership Arrangements and all or any procedures or requirements of this Partnership Agreement on the coming into force of any relevant statutory or other legislation or guidance affecting the Partnership Arrangements so as to ensure that the Partnership Arrangements comply with such legislation or guidance.
- 32.2 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts

required to be done under or by virtue of any Laws.

- 32.3 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.
- 32.4 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), Clause 34 shall apply.

33 GOVERNING LAW

- 33.1 This Partnership Agreement shall be governed by and construed in accordance with the law of England and Wales.

34. RESOLUTION BETWEEN THE PARTNERS

- 34.1 In the event of a dispute between the Partners in connection with the Partnership Arrangements the Partners shall refer the matter to the Chief Executive of each party or their nominated deputies. The Partners' representatives to whom the dispute is referred shall endeavour to settle the dispute between them.
- 34.2 If after the dispute being referred to the persons identified in 34.1, it remains the case that no agreement or resolution has been reached within a reasonable period of time having regard to the nature of the dispute the Partners shall consider whether the dispute should be referred to mediation for the relevant Function in dispute for resolution. If the Partners agree upon mediation a mediator ("the Mediator") shall be chosen by agreement between the Partners or, if they are unable to agree upon a Mediator within 14 days after a request by one Partner to the other or if the Mediator agreed upon is unable or unwilling to act, either Partner may apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator and give guidance on a suitable procedure for the mediation. If the Partners reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Partners once it is signed by their duly authorised representatives.
- 34.3 If after 34.1 and 34.2 have been complied with it remains the case that no Partnership Agreement or resolution has been reached or the Partners cannot agree upon the method for resolving such dispute, then either Partner may terminate the Partnership Agreement in accordance with clause 28 of this Partnership Agreement.

35 TRANSFERS

- 35.1 This Partnership Agreement and all rights under it may not be assigned or transferred by any of the Partners without the prior written consent of the others (such consent not to be unreasonably withheld or delayed), provided

that no such consent shall be necessary for an assignment to a statutory successor of the functions of any of the Partners and provided also that such statutory successor is a body which is permitted to enter into an agreement pursuant to section 75 of the 2006 Act or any subsequent amendment or re-enactment of the same.

36 NO PARTNERSHIP

36.1 Nothing in this Partnership Agreement shall create or be deemed to create a legal partnership or the relationship of employer and employee between the Partners.

37 NOTICES

37.1 Any notice or communication hereunder shall be in writing.

37.2 Any notice or communication to the relevant Partner shall be deemed effectively served if sent by registered post or delivered by hand at the address of the relevant Partner as set out above and marked for the Chief Executive of the Council or the Chief Executive of MFT or to such other addressee or address notified from time to time to the other Partner.

37.3 Any notice served by delivery shall be deemed to have been served on the date it is delivered to the addressee. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

38 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

38.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Partnership Agreement and accordingly the Partners to this Partnership Agreement do not intend that any person not a party to it should have any rights in respect of this Partnership Agreement by virtue of that Act.

39 FORCE MAJEURE

39.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.

39.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.

39.3 As soon as practicable, following notification as detailed in Clause 39.2, the Partners shall consult with each other in good faith and use all best

endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 39.4, facilitate the continued performance of the Agreement.

- 39.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

40 VARIATION

- 40.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for on behalf of each of the Partners.

41 ASSIGNMENT AND SUB-CONTRACTING

- 41.1 The Partners shall not sub-contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

IN WITNESS WHEREOF this Partnership Agreement has been executed by the Partners on the date of this Partnership Agreement

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**SCHEDULE 1 - List of Services Covered by this Partnership Agreement
with indicative budgets**

Part 1 Service Directory

Part 2 Out of Scope Services

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SCHEDULE 2 – Terms of Reference

Appendix A MLCO Executive Management Board

Appendix B M MLCO Accountability Board

Appendix C Manchester Partnership Board

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SCHEDULE 3 – Information Sharing Protocol

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SCHEDULE 4 –Financial Framework

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SCHEDULE 5 - Workforce

Part 1 - HR Protocol

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SCHEDULE 6 - Risk Management

Part 1 - Manchester Council Risk Management Strategy

Part 2 - MFT Risk Management Policy

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SCHEDULE 7 – Scheme of Delegation

Manchester City Council's Director of Adult Social Care's (DASS's) delegated powers as set out in Part 3 Section F of Manchester City Council's Constitution

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