

Dated 31st March 2011

- (1) DARLINGTON BOROUGH COUNCIL
- (2) HARTLEPOOL BOROUGH COUNCIL
- (3) MIDDLESBROUGH BOROUGH COUNCIL
- (4) REDCAR AND CLEVELAND BOROUGH COUNCIL

and

- (5) STOCKTON-ON-TEES BOROUGH COUNCIL

JOINT AGREEMENT

FOR THE GOVERNANCE OF TEES VALLEY UNLIMITED

Director of Law and Democracy
Stockton-on-Tees Borough Council
Municipal Buildings
Church Road
Stockton-on-Tees
TS18 1LD

- i. December 2010
- ii. January 2011
- iii. February 2011
- iv. February 2011
- v. March 2011

JOINT AGREEMENT FOR THE GOVERNANCE OF TEES VALLEY UNLIMITED

THIS AGREEMENT is made the 31st March 2011

BETWEEN

- (1) DARLINGTON BOROUGH COUNCIL
- (2) HARTLEPOOL BOROUGH COUNCIL
- (3) MIDDLESBROUGH BOROUGH COUNCIL
- (4) REDCAR AND CLEVELAND BOROUGH COUNCIL and
- (5) STOCKTON-ON-TEES BOROUGH COUNCIL

1. Particulars

- 1.1 Agreement or Joint Agreement This Agreement
- 1.2 1972 Act The Local Government Act 1972
- 1.3 1970 Act The Local Authorities (Goods and Services) Act 1970
- 1.4 Board One or other of the Boards described in Clause 4
- 1.5 Clause A clause of this Agreement
- 1.6 Commencement Date The 1st April, 2011
- 1.7 Date The date the Parties have delivered this Agreement as a deed as specified at the head of this Agreement
- 1.8 First Agreement The joint agreement for the establishment and governance of Tees Valley Unlimited dated 31 March 2008 and made between the Local Authorities
- 1.9 FOIA The Freedom of Information Act 2000
- 1.10 FOIA Exemption Any applicable exemption to FOIA including, but not limited to, confidentiality (Section 41 FOIA), trade

secrets (Section 43 FOIA) and prejudice to commercial interests (Section 43 FOIA)

- 1.11 Investment Plan The Tees Valley Economic and Regeneration Investment Plan, including all projects whether capital or revenue, which are required over and above mainstream activity and associated with economic, regeneration, housing and transport initiatives
- 1.12 Local Authority or Local Authorities The Councils of the Boroughs of Darlington, Hartlepool, Middlesbrough, Redcar and Cleveland and Stockton-on-Tees, or any of them
- 1.13 Local Enterprise Partnership Locally owned partnerships between local authorities and business, which play a key role in determining local economic priorities and undertake activities to drive economic growth
- 1.14 Party or Parties The parties to this Agreement or any one of them
- 1.15 Regulations The Environmental Information Regulations 1992
- 1.16 Schedule A schedule to this Agreement
- 1.17 Statement of Ambition The Statement of Ambition sets out the vision for the Tees Valley for the next 15 years taking forward the work of the Tees Valley Vision (2002) and City Region Business Case (2006). The Statement sets out the Parties key priorities and builds on the achievements of the Tees Valley economy for the last decade, showing how the parties intend to work with government agencies, the private sector and the National Government to develop the Tees Valley's economic assets and tackle its barriers to growth.

- 1.18 SBC The Council of the Borough of Stockton-on-Tees
- 1.19 Tees Valley The combined areas of the Local Authorities.
- 1.20 TVU Tees Valley Unlimited being an unincorporated partnership of Local Authorities, business and other sectors acting in concert to support the economic development of the Tees Valley by facilitating the realisation of the Statement of Ambition and its supporting Investment Plan, which on 28 October, 2010 was confirmed by the Secretary of State for Communities and Local Government as a Local Enterprise Partnership.
- 1.21 TVU Costs The costs relating to TVU being the costs of employees, premises, transport, supplies and services and support services.

2. Background

- 2.1 The First Agreement established the TVU in order to define and regulate how the Local Authorities and their key partners would act together in a coordinated manner to improve the economic performance of the Tees Valley.
- 2.2 As part of the Statement of Ambition which establishes the agreed priorities to bring about further improvements to the economic performance of the Tees Valley, a review of the TVU, its role, purpose and structure has been carried out.
- 2.3 The principal outcome of the review is that the Parties have agreed that they will work together to develop the TVU as an organisation fit to deliver the emerging strategic aims and objectives of the Statement of Ambition.
- 2.4 To this end, the Parties submitted an application to become, and were confirmed as a Local Enterprise Partnership on 28 October 2010 by the Secretary of State for

Communities and Local Government

3. Purpose of the Agreement

- 3.1 The purpose of this Joint Agreement is to define and regulate how the Parties will on and from the Commencement Date coordinate their activities and work together to assist in delivering the Statement of Ambition, under the style of a revised TVU public, private local enterprise partnership, and which on the part of the Local Authorities will be undertaken pursuant to the provisions of Section 101 of the 1972 Act and the 1970 Act and any other relevant statutory provisions.
- 3.2 TVU will discharge the roles, functions and activities specified at **Schedule 1** through a developing framework of Boards which will be constituted, operated and serviced as provided in, and pursuant to this Agreement.
- 3.3 The Parties, to this end, will be responsible for:-
- 3.3.1 ensuring the nomination and participation of their member and officer representatives as specified in Clause 4
 - 3.3.2 providing necessary funding for the administrative and technical support of the Boards as provided for in Clause 5
 - 3.3.3 receiving in accordance with **Schedule 4** minutes, reports and other communications from TVU, and taking such action thereon as is appropriate, including submitting proposals, emanating from the TVU through the administrative and democratic processes applicable to their respective organisations.
 - 3.3.4 Implementing the consequent decisions in a coordinated matter.

4. The Boards

- 4.1 The roles and functions of the TVU will be carried out by the following Boards:-
- 4.1.1. The Leadership Board and

4.1.2. The Investment Board

4.2 The Leadership Board

4.2.1 The membership of the Board will comprise:-

4.2.1.1 Five Local Authority representatives, namely the Leader or Elected

Mayor of each Local Authority, each of whom will nominate a substitute to attend when the principal representative is unable to do so;

4.2.1.2 Six representatives of non-local authority organisations, including organisations from the commerce, education and voluntary sectors who shall be appointed following such recruitment and selection processes as the Parties shall establish and for such terms of office as they shall determine, from time to time

4.2.2 The Chair of the Board will be appointed by the Parties as one of the six non-local authority representatives referred to in Clause 4.2.1.2.

4.2.3 The Vice-Chair of the Board will be elected by the Parties' representatives on the Board from amongst their number and shall hold office at the discretion of the Parties.

4.2.4 The Board may invite such observers to attend its meetings as it may determine from time to time.

4.2.5 The remit and accountability of the Board will be as set out in **Schedule 2**

4.3 The Investment Board

4.3.1 The membership of the Board will comprise:-

4.3.1.1 Five Local Authority Chief Executives, each of whom will nominate a substitute to attend when they are unable to do so;

4.3.1.2 Such other representatives as the Parties shall determine, following such consultation and in accordance with such recruitment and selection processes, and for such terms of office, as they consider

appropriate

4.3.2 The Board will elect a Chair from amongst their number annually or otherwise as they may determine

4.3.3 The Board may invite such observers to attend its meetings as it may determine from time to time

4.3.4 The remit and accountability of the Board will be as specified in **Schedule 3**

5. Meetings of the Boards

5.1 The Boards will agree a diary for their meetings during the year as soon as practicable after the Annual Meetings of the Local Authorities

5.2 Meetings of the Boards will be arranged and serviced by the TVU, with such other administrative support as the TVU, in consultation with the Parties, may determine to be necessary.

5.3 The timetable and procedures for the calling and conduct of meetings of the Boards will be as set out in **Schedule 4**.

6. TVU

6.1 All TVU staff are employees of SBC.

6.2 The Managing Director will provide high level strategic direction for TVU and will report to the Leadership Board and work closely with the Local Authority Chief Executives and Senior Officers of the Local Authorities

6.3 The Parties have agreed that SBC is the accountable body regarding the operational activities of TVU.

7. Decision Making

7.1 SBC, as employer of all TVU employees and accountable body for the administrative affairs of TVU, has developed a scheme of delegation ("the Scheme")

regarding decisions which need to be made in relation to TVU employees, procurement and financial issues, operational activities, policy and strategy, and any other matters concerning TVU, and which has been developed in consultation with all of the other Parties.

- 7.2 The Scheme determines which such decisions are to be taken by SBC through a meeting of its full Council, a meeting of its executive, or by one or other of its Members or Officers, and which decisions are to be made by all of the Parties jointly, indicating in each case what, if any, consultation or other checks and balances are required prior to a particular decision being taken.
- 7.3 The Scheme ensures that SBC's representatives on the Leadership and Investment Boards have the necessary delegated authority required to make appropriate decisions on behalf of SBC at Board meetings.
- 7.4 The other Parties have ensured that they each have their own approved scheme of delegation relating to TVU and its activities, which enables them and their representatives to take any decisions which they are required to take pursuant to Clause 7.2, and at meetings of the Leadership and Investment Boards.
- 7.5 SBC will keep the Scheme under review and will ensure that any necessary revisions to the Scheme are developed in consultation with the other Parties prior to their application.
- 7.6 The other Parties will ensure that their own schemes of delegation are revised appropriately in order, where necessary, to accommodate any revisions to the Scheme made pursuant to Clause 7.5
- 7.7 No powers of the Parties are delegated to TVU or the Boards and the decisions of TVU and the Boards are not binding on the Parties or their representatives, save where and to the extent to which such powers are delegated in, and such decisions are binding as a result of the Scheme, and save to the extent that where the Parties representatives are empowered by their respective schemes of delegation to

exercise delegated powers, they choose to exercise those powers.

7.8 In relation to any recommendations or proposed decisions of the Boards the effect of which is that the Parties should or should not exercise their functions in any manner, voting by Board Members will be restricted to the representatives of the Parties.

8. Financial Arrangements

8.1 TVU Costs will be allocated to each Local Authority in the following proportions:-

-	Darlington Borough Council	15.80%
-	Hartlepool Borough Council	14.67%
-	Middlesbrough Borough Council	20.89%
-	Redcar & Cleveland Borough Council	20.98%
-	Stockton-on-Tees Borough Council	27.66%

8.2 The annual budget and the Local Authority contributions for TVU Costs will be formally approved by the Leadership Board prior to 28 February of each year.

8.3 With the exception of SBC, the contributions shall be paid by each Local Authority on 1st day of April, July, October and January each year, starting with the Commencement Date.

9. Confidentiality and Publicity

9.1 The Parties shall both during and after the term of this Agreement keep confidential all information which they may acquire in the performance of this Agreement as to the business of the other Parties (except to the extent that such information enters the public domain otherwise than through the performance of the statutory duties of a Party or through its own default)

9.2 Notwithstanding the general obligation of confidentiality in Clause 9.1. it is recognised that the Parties are subject to legal duties which may require the release

of information under FOIA or the Regulations or any other applicable legislation or codes governing access to information and that each of the Parties may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

9.3 In the event that any one or more of the Parties receives a request for information under FOIA or the Regulations or any other applicable legislation governing access to information, the Party or Parties concerned shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with FOIA or the Regulations or the other applicable legislation governing access to information, but shall use reasonable endeavours to consult with each of the other Parties as soon as reasonably practicable and shall not:

- (a) confirm or deny that the information in question is held by them; or
- (b) disclose the information requested,

to the extent that in their opinion (having taken into account the views of the other Parties) a FOIA exemption is or may be applicable to some or all of the information requested in accordance with the relevant section of FOIA.

10. Dispute Resolution

10.1 Any dispute or question arising between the Parties in relation to the provisions of this Agreement is to be referred for determination of an independent expert in accordance with the remaining provisions of this Clause 10.

10.2 The expert is to have had at least ten years' experience appropriate to the general subject matter of the dispute and is to be appointed by the Parties jointly or if they cannot or do not agree on the appointment appointed by which of the following is agreed to be appropriate having regard to the nature of the dispute in question:-

10.2.1 the president from time to time of the Royal Institution of Chartered

Surveyors;

10.2.2 the president of the Royal Institution of British Architects;

10.2.3 the president for the time being of the Institution of Civil Engineers;

10.2.4 the chairman for the time being of the Bar Council;

or in any case the duly appointed deputy of the president or other person authorised by him to make appointments on his behalf

10.3 If within 15 working days after a dispute has arisen the Parties in dispute have been unable to agree which of the persons referred to in clause 10.2 is appropriate to appoint the expert then the expert shall be appointed on the application of either or one party to the President for the time being of the Law Society or his duly appointed deputy or other person authorised by him to make appointments

10.4 The person so appointed is to act as an expert and not as an arbitrator and is to be required to use his reasonable endeavours to deliver his determination within 21 days from his appointment.

10.5 The expert so appointed must afford the Parties the opportunity within such a reasonable and proper time limit as he may stipulate to make representations to him (accompanied by such professional reports or other appropriate evidence in the relevant circumstances) and permit each Party to make submissions on the representations of the other.

10.6 The fees and expenses of the expert including the cost of his nomination are to be borne as the expert may direct (but in the absence of such a direction by the Parties in equal shares) but (unless they otherwise agree) the Parties will bear their own costs with respect to the determination of the issue by the expert.

10.7 One Party may pay the costs required to be borne by another Party if they remain unpaid for more than 21 days after they become due and then recover these and any incidental expenses incurred from the other Party on demand.

10.8 If the expert refuses to act becomes incapable of acting or dies the Parties in

dispute may request the appointment of another expert in his stead.

10.9 The determination of the independent expert except in case of manifest error is to be binding on the Parties in dispute.

11. Notices

11.1 Any written notice required to be served under this Agreement will be served:-

11.1.1 as regards notice to be served on Darlington Borough Council, by personal delivery or by sending it by recorded postal delivery to Darlington Borough Council, Town Hall, Feethams, DL1 5QT (marked for the attention of Catherine Whitehead)

11.1.2 as regards notice to be served on Hartlepool Borough Council, by personal delivery or by sending it by recorded postal delivery to Hartlepool Borough Council, Civic Centre, Victoria Road, Hartlepool, TS24 8AY (marked for the attention of Peter Devlin)

11.1.3 as regards notice to be served on Middlesbrough Borough Council, by personal delivery or by sending it by recorded postal delivery to Legal and Democratic Services, PO Box 503, Town Hall, Middlesbrough, TS1 9FX (marked for the attention of Richard Long)

11.1.4 as regards notice to be served on Redcar and Cleveland Borough Council, by personal delivery or by sending it by recorded postal delivery to Corporate Resources, Town Hall, Fabian Road, South Bank, TS6 9AR (marked for the attention of Richard Frankland)

11.1.5 as regards notice to be served on SBC, by personal delivery or by sending it by recorded postal delivery to Law and Democracy, PO Box 11, Municipal Buildings, Church Road, Stockton-on-Tees, TS18 1LD (marked for the attention of David Bond)

12. Jurisdiction

- 12.1 This Agreement will be governed by and construed in accordance with the Law of England and the Parties submit to the jurisdiction of the English Courts.

13. Miscellaneous

- 13.1 If at any time any of the provisions of this Agreement become illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of the Agreement will not be in any way affected as a result.
- 13.2 Nothing contained in or done under this Agreement and no consents given by any Party pursuant to this Agreement, shall prejudice such Party's rights, powers, duties and/or obligations in the exercise of its functions or under any statutes, by-laws, instruments, orders or regulations
- 13.3 The Parties expressly agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that they do not intend any person other than a Party to this Agreement to be able to enforce any of its terms.

14. Assignment and Sub-Contracting

- 14.1 None of the Parties shall, without the prior written consent of each of the other Parties, assign or transfer, or deal in any other way with this Agreement, or its rights or obligations under it, or purport to do any of the same

15. Status, duration, variation and execution of this Agreement

- 15.1 The arrangements specified in this Agreement do not constitute a partnership for the purposes of the Partnership Act 1890 or any other legislation, and none of the parties to this Agreement is responsible or liable by way of indemnity or otherwise

for the actions, omissions, liabilities, debts or losses of any of the other Parties save for, and the extent to which this Agreement provides for the same.

15.2 Subject to Clause 15.4, this Agreement will remain in force until brought to an end by mutual agreement of the Parties.

15.3 Such mutual agreement to make appropriate provision for:-

15.3.1 the redeployment, transfer or secondment and/or the payment of the costs of redundancy, including pension liabilities, of those TVU employees who will no longer be required by SBC following termination of the Agreement.

15.3.2 the closing of any accounts and the payment of any outstanding costs relating to the TVU joint arrangement.

15.3.3 the sharing of any costs or other liabilities relating to the continued occupation and/or termination of occupation of any accommodation no longer required by SBC for the purposes of TVU employees and/or the TVU joint arrangement.

15.3.4 the sharing of any costs or liabilities regarding any funding arrangements, other agreements or contracts relating to the TVU and/or the TVU joint arrangement.

15.3.5 the disaggregation between the Parties of any TVU (non-personnel) assets (financial or otherwise), rights and liabilities at the time of termination.

15.3.6 all of the costs or liabilities to be shared in the same proportions as the Local Authority contributions referred to in Clause 8.1.

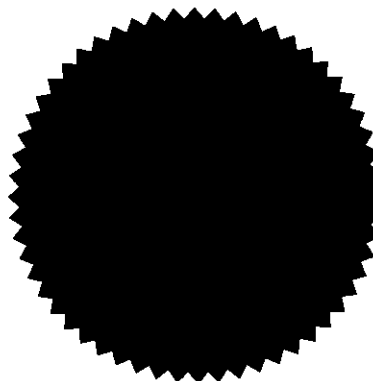
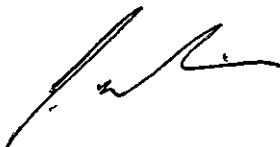
15.4 Any Party may withdraw from this Agreement by giving to each of the other Parties not less than 15 months prior notice terminating on the 31 March in any year, at the expiration of which this Agreement, should the remaining parties so determine, will terminate and be of no further effect, without prejudice however to any obligations arising under Clause 15.3 up to the date of termination, and subject to the following provisions in Clause 15.5

- 15.5 Such termination notice must make appropriate provision for:-
- 15.5.1 the redeployment, transfer or secondment and/or payment of the costs of redundancy, including pension liabilities, of those TVU employees who will no longer be required by SBC following the withdrawal of the relevant Party and for the relevant Party to be responsible for such costs.
 - 15.5.2 the payment by the relevant Party of its share of any accounts or outstanding costs relating to the TVU joint arrangement
 - 15.5.3 the sharing of any costs or other liabilities relating to the continued occupation and/or termination of occupation of any accommodation no longer required by SBC for the purposes of TVU staff and/or the TVU joint arrangement
 - 15.5.4 the sharing of any costs or liabilities regarding any funding arrangements, other agreements or contracts relating to the TVU and/or the TVU joint arrangement.
 - 15.5.5 the disaggregation between the relevant Party and the other Parties of any TVU assets (financial or otherwise), rights and liabilities at the time of the relevant Party's withdrawal, and assuming that the TVU joint arrangement is to continue in operation
 - 15.5.6 all costs or liabilities referred to in Sub-Clauses 15.5.2 to 15.5.4 inclusively to be shared in the same proportions as the Local Authority contributions specified in Clause 8.1
- 15.6 Such disaggregation of any TVU assets, rights and liabilities may, however, be deferred by the remaining Parties to a future date which they determine, where they consider that the disaggregation would prejudice the discharge of the functions of the TVU or the operation of the TVU joint arrangement
- 15.7 Where a Party has given notice of withdrawal and the remaining Parties consider that it would be more appropriate for the TVU joint arrangement as a whole to be

terminated by mutual agreement, the foregoing provisions at Clause 15.3 will apply.

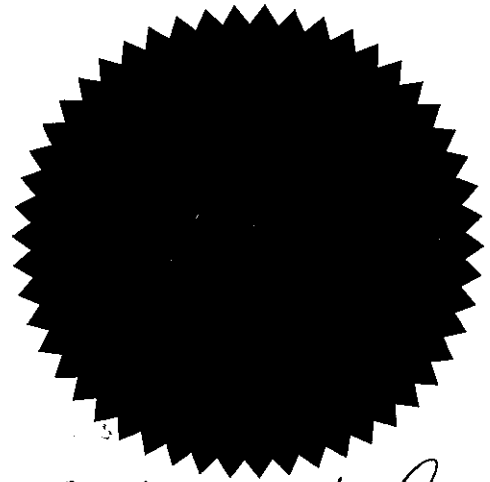
- 15.8 As a guiding principle, SBC as employing authority of TVU employees, shall not at any time be disadvantaged to a greater or lesser extent than any other Party by the transfer of employees to it for the purposes of the TVU joint arrangement.
- 15.9 To this end, on the withdrawal of a Party to the Agreement or the termination of the TVU joint arrangement and this Agreement as a whole, there will be fair sharing of the benefit and burden of employees employed in the TVU, and of all other costs and liabilities relating to the TVU and/or the TVU joint arrangement, at the time of such withdrawal or termination, in accordance with the proportions ascribed to each Local Authority in Clause 8.1.
- 15.10 The provisions of this Agreement may be varied, added to or removed by mutual written agreement of all of the Parties.
- 15.11 On the Commencement Date the First Agreement will terminate and be of no further effect, save in relation to any obligations of any of the parties to the First Agreement which have arisen and remain to be discharged, either in whole or in part, prior to the Commencement Date.
- 15.12 All Parties have executed this Agreement as a deed and it is delivered on the Date specified in the Particulars

Executed as a deed by affixing THE
COMMON SEAL OF THE COUNCIL OF
THE BOROUGH OF DARLINGTON in
the presence of: -



13113

Executed as a deed by affixing THE
COMMON SEAL OF THE COUNCIL OF
THE BOROUGH OF HARTLEPOOL in
the presence of: -



SNSA76

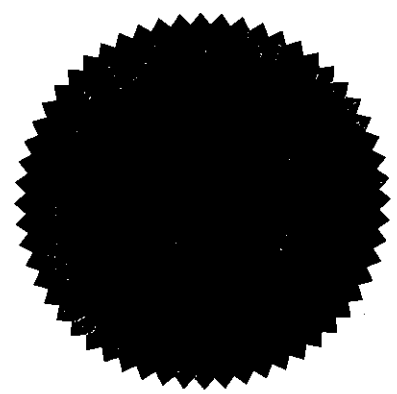
A. Bauer

8211823

Executed as a deed by affixing THE
COMMON SEAL OF THE COUNCIL OF
THE BOROUGH OF MIDDLESBROUGH
in the presence of: -

*Richard
Director*

Executed as a deed by affixing THE
COMMON SEAL OF THE COUNCIL OF
THE BOROUGH OF REDCAR AND
CLEVELAND in the presence of: -



[Signature]

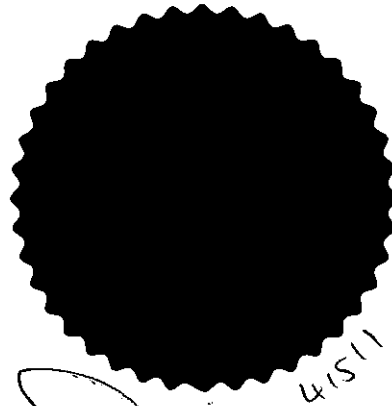
AUTHORISED OFFICER.

[Signature]

AUTHORISED OFFICER

26/5884 dddd

Executed as a deed by affixing THE
COMMON SEAL OF THE COUNCIL OF
THE BOROUGH OF STOCKTON-ON-
TEES in the presence of: -



Authorised Officer

Schedule 1

The Roles, Functions and Activities of TVU

1. Roles

Research and intelligence

Strategy and policy development

Investment planning

Commissioning

Delivery and implementation

Evaluation

Such other roles as the Parties may determine from time to time

2. Functions

Planning

Housing

Transport

Economic development and regeneration projects

Business Investment and business support (including finance to business)

Employability and skills

Such other functions as the Parties may determine from time to time

3. Activities

The activities specified in the Statement of Ambition.

The activities, freedoms and flexibilities specified in the TVU submission to Government regarding the initial proposals for the Tees Valley Local Enterprise Partnership.

Schedule 2

Remit and Accountability of the Leadership Board

1. Terms of Reference:-

- To approve the Tees Valley Statement of Ambition and any revisions thereof
- To agree the Investment Plan
- To ensure the delivery of the approved Investment Plan
- To agree any revisions of the Investment Plan, including any required changes to programmes, projects and/or funding
- To ensure the Statement of Ambition and Investment Plan priorities are reflected in regional and national policies and decisions.
- To engage with local MPs and Central Government
- To consider and approve proposals for funding

2. Accountability:-

- To all of the Parties to the Agreement
- All members of the Board have a vote and the Parties representatives have the appropriate delegated decision making powers

3. Support:-

The TVU Managing Director will provide high level strategic direction and report to the Board, working closely with the Local Authority Chief Executives and senior officers from the Local Authorities

Schedule 3

Remit and Accountability of the Investment Board

1. Terms of Reference:-

- To ensure the development of the Investment Plan and any required revisions thereto
- Responsibility for the management and delivery of the Investment Plan approved by the Leadership Board and for its agreed programmes and projects.
- Identifying, developing and overseeing funding opportunities and applications
- Considering performance reports on progress against milestones and targets on all the projects and funds included in the Investment Plan;
- Considering where necessary re-profiling within programmes to achieve maximum outcomes for the Tees Valley;
- Consideration and approval of projects within any funding programmes that are delegated to the Leadership Board;
- Developing with National Government an approach to Community Budgets which maximise the investment and use of different funding programmes within the Tees Valley;
- To establish Task and Finish Groups when necessary, for example, for the preparation of funding applications and proposals;
- To advise on reprofiling funding within the funding programmes to achieve the maximum outcome and spend;
- To report to the Leadership Board on performance against the delivery of the Investment Plan and the funding programmes which the Investment Board are overseeing;

- To report to the Leadership Board on any new funding opportunities that become available to support the delivery of the Investment Plan and the approach being recommended for TVU in pursuing such opportunities

2. Accountability

- To the Leadership Board
- To the Parties to the Agreement
- All Members of the Board have a vote and the Parties' representatives have the appropriate delegated decision making powers

3. Support

The Managing Director will, with support from TVU employees and others where appropriate, provide leadership and direction in support of the Board.

Schedule 4

Timetable and Procedures for calling and conducting meetings of the Boards

1. The Chair in consultation with any vice-chair may call a meeting at any time and shall call a meeting within 7 days of being so required by any of the Parties' representatives on the relevant Board.
- 2.1 The agenda for any meeting shall be determined in consultation with the Chair
- 2.2 Except with the approval of the Chair (to be given only in a case of clear urgency) five clear days at least before a meeting, a summons to attend the meeting specifying the business proposed to be transacted will be sent to every member of the relevant Board and a copy thereof shall be sent to the Chief Executive or other senior representative of and not more than four officers nominated by each of the Parties.
3. Meetings shall be held at such place as the Chair shall determine and on such days and at such times as the Boards may determine from time to time
4. Every matter arising at a meeting shall be determined by the majority of the votes of the members present and voting on the question and the Chair shall not be entitled to exercise a casting vote.
5. One quarter of the membership shall form a quorum provided that not less than 3 of the Local Authorities are represented at the meeting.
- 6.1 A minute book shall be provided and a record of the proceedings duly recorded therein. The minutes of any meeting shall be submitted to the next meeting of the relevant Board for approval.
- 6.2 Copies of the minutes of each meeting shall be sent to each member of the relevant Board and to the Chief Executive or other nominated officer of each of the Parties within 7 days after the date of the meeting.

7. Meetings will not be public meetings for the purposes of the Access to Information provisions of the 1972 Act, but a meeting may be open to the public if and to the extent that the relevant meeting so determines.
8. The interests provisions of the Model Code of Conduct for Local Authority Members, contained in the Local Authorities (Model Code of Conduct) Order 2007, including any statutory extension, modification, or amendment or replacement of the same, will be deemed to apply to all members of the Boards.