

Dated

2025

**Greater Manchester Combined Authority
Bolton Council
The Metropolitan Borough of Bury
The Council of the City of Manchester
Oldham Metropolitan Borough Council
Rochdale Borough Council
Salford City Council
Stockport Metropolitan Borough Council
Tameside Metropolitan Borough Council
Trafford Council
Wigan Borough Council
NHS Greater Manchester Integrated Care Board**

**Partnership Agreement
for Project Skyline**

DRAFT: 15/01/25

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BETWEEN:

- (1) **Greater Manchester Combined Authority** of First Floor, Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU (“**GMCA**”)
- (2) **Bolton Council** of Town Hall, Victoria Square, Bolton, BL1 1RU
- (3) **The Metropolitan Borough of Bury** of Town Hall, Knowsley Street, Bury BL9 0SW
- (4) **The Council of the City of Manchester** of the Town Hall, Manchester, M60 2LA
- (5) **Oldham Metropolitan Borough Council** of Civic Centre, West Street, Oldham, Lancashire, OL1 1UT
- (6) **Rochdale Borough Council** of Number One Riverside, Smith Street, Rochdale, OL16 1XU
- (7) **Salford City Council** of Civic Centre, Chorley Road, Swinton, Salford, M27 5AW
- (8) **Stockport Metropolitan Borough Council** of Town Hall, Edward Street, Stockport, SK1 3XE
- (9) **Tameside Metropolitan Borough Council** of Level 1, Market Place, Ashton under Lyne, OL6 6BH
- (10) **Trafford Council** of Trafford Town Hall, Talbot Road, Stretford, M32 0TH
- (11) **Wigan Borough Council** of Town Hall, Library Street, Wigan, Greater Manchester, WN1 1YN
- (12) **NHS Greater Manchester Integrated Care Board** of [Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU] (“**NHS GM**”)

each a “**Party**” and together the “**Parties**”.

Background

- (A) Pursuant to section 20 of the Children Act 1989, each Local Authority is responsible for providing accommodation for children in need.
- (B) GMCA has no statutory responsibility for the provision of such accommodation but does have powers under section 2 of the Local Government Act 2000 to take any action that it considers likely to promote the economic, social or environmental well-being of the Greater Manchester area and/or its residents.
- (C) NHS GM is a key local stakeholder with a vital role to play in the care of children in residential accommodation.

- (D) The Parties together consider that joint arrangements for the provision of such accommodation, and related care, will provide benefits to the Local Authorities and are likely to promote the well-being of children resident in the Greater Manchester area.
- (E) GMCA's role in such joint arrangements will be as convener of the partner authorities, funder and owner of the relevant properties, and landlord of the care providers.
- (F) In furtherance of such joint arrangements, the Parties each signed the memorandum of understanding set out in the Appendix.
- (G) GMCA has undertaken a procurement exercise on behalf of itself and the other Local Authorities to select Care Providers to provide care services at the Skyline Homes.
- (H) On or about the date of this Agreement, the Lead Authority intends to enter into a Care Services Agreement with each Care Provider.
- (I) The Parties now wish to enter into this Agreement to record how they will work together in furtherance of the success of the Project and how various risks relating to the Project will be shared between them, and various related matters.

1. Interpretation

Definitions

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

"Agreement for Lease" means each agreement for lease entered into by GMCA in relation to a Skyline Home, in the form set out in each Care Services Agreement;

"Business Day" means every day other than Saturdays, Sundays and public holidays in England;

"Care Provider" means each organisation providing care services in relation to the Project pursuant to a Care Services Agreement;

"Care Services Agreement" means each framework agreement entered into by the Lead Authority with a Care Provider following the Procurement Exercise;

"Commencement Date" means the date this Agreement is signed by all Parties;

"Confidential Information" means:

- a) the existence and terms and conditions of this Agreement, each Care Services Agreement and each IPA; and
- b) all confidential or proprietary information relating to:
 - i. the business, affairs, contractors/sub-contractors, partners, suppliers, plans, intentions, or market opportunities of a Party;

- ii. the operations, processes, product information, know-how, technical information, designs, trade secrets or software of a Party;
- iii. any information, findings, data or analysis derived from Confidential Information; and
- iv. any other information that is identified as being of a confidential or proprietary nature, or which it would be reasonable to consider is of a confidential or proprietary nature,

but excludes any information that:

- v. is generally available to the public other than as a direct or indirect result of breach of this Agreement;
- vi. was available to the disclosing party on a non-confidential basis prior to disclosure;
- vii. is available to the disclosing party on a non-confidential basis from a person who, to the disclosing party's knowledge, is not under any confidentiality obligation in respect of that information; or
- viii. was lawfully in the possession of the disclosing party prior to disclosure;

“Contract Management Group” means the group referred to in clause 5.15, which has responsibility for, amongst other things, liaising with the Lead Authority in relation to contract management of the Care Services Agreements;

“Force Majeure” means any circumstance not within a Party's reasonable control;

“GMCA Representative” means the individual nominated as such by GMCA from time to time pursuant to clause 5.5;

“Governance Matrix” means the matrix set out in Schedule 2;

“Home Specification” means the specification for the Skyline Homes as has been approved by the Steering Group from time to time;

“IPA” means an individual placement agreement, being an agreement between a Local Authority and a Care Provider, called off under the relevant Care Services Agreement, through which the Local Authority places a child in need in a Skyline Home;

“Lead Authority” means Salford City Council, being the Party who will enter or has entered into the Care Services Agreements with the Care Providers on behalf of the other Parties in accordance with clause 7;

“Lease” means the lease referred to in the Agreement for Lease;

“Local Authority” means each of the Parties numbered (2) to (11) above;

“Local Authority Contribution Rates” means:

- a) from the date of this Agreement until the end of the 2025/26 financial year, the contribution rates set out in clause 1.12; and
- b) for each subsequent financial year, the contribution rates notified to each Party by the Lead Authority pursuant to clause 1.15 (or, of relevant, the contribution rates determined pursuant to clause 16),

unless otherwise agreed;

“Local Commissioner” means, in respect of a property, the lead children’s services commissioner (or appropriate deputy) within the Local Authority in which the relevant property is situated;

“Losses” means any losses incurred by GMCA as described in clause 9;

“MoU” means the memorandum of understanding set out in the Appendix;

“NHS GM Representative” means the individual nominated as such by NHS GM from time to time pursuant to clause 5.5;

“Occupancy Guarantee” means the arrangements set out or to be set out in each Care Services Agreement under which the Lead Authority is obliged to pay to the relevant Care Provider a minimum amount of fees regardless of the level of occupancy of the relevant Skyline Homes over the relevant payment period;

“Occupancy Guarantee Payment” has the meaning given in clause 8.3;

“Procurement Exercise” means the procurement exercise undertaken by GMCA and referred to in recital (G);

“Project” means the Greater Manchester Skyline Project, a collaborative project which aims to deliver residential children’s homes within Greater Manchester for use by the Local Authorities, to provide accommodation for children with acute needs;

“Property Selection Criteria” means the criteria to be applied by the Property Strategy Group in identifying properties that are suitable to become Skyline Homes, as approved by SROs from time to time (the criteria at the date of this Agreement being set out in []);

“Property Strategy Group” means the group referred to in clause 5.15, which has responsibility for, amongst other things, making recommendations to the Steering Group on the acquisition of properties;

“Satisfactory Planning Permission” means a planning permission that is, in the reasonable opinion of GMCA, satisfactory in all respects, including that it is not subject to conditions that may cause GMCA to incur additional expense or that may impede the effective use of the property as a residential children’s home;

“Steering Group” means the Skyline Steering Group referred to in clause 5;

“Skyline Home” means each children’s home within the Project;

“SRO” means the individual nominated by a Local Authority from time to time as its senior responsible officer for the Project;

“Term” means the Term of this Agreement set out in clause 3;

“Working Group” means each of the working groups listed in clause 5.15.

Interpretation

- 1.2 Clauses, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Subject to clause 24, the schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a statute or a provision of a statute is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 Words in the singular shall include the plural and vice versa (unless the context otherwise requires).
- 1.8 A reference to writing or written excludes a reference to electronic communications, facsimile transmissions or comparable means of communication.
- 1.9 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.

Local Authority Contribution Rates

1.11 In respect of liabilities that are expressed in this Agreement to be shared between the Local Authorities, the Local Authority Contribution Rates set out the relevant proportions of each such liability that each Local Authority is obliged to contribute.

1.12 From the date of this Agreement until the end of the 2025/26 financial year, the Local Authority Contribution Rates are as follows:

Bolton	Bury	M'chester	Oldham	Rochdale	Salford	Stockport	Tameside	Trafford	Wigan
9.84%	6.83%	15.78%	8.69%	9.51%	9.54%	9.16%	13.14%	6.47%	11.05%

1.13 The proportions set out above were calculated by taking an average of the proportions that result from each of the following methodologies:

1.13.1 A – equal split – 10% for each Local Authority;

1.13.2 B – split according to the number of looked after children within each Local Authority as a proportion of the Greater Manchester total, using data from the 2022/23 financial year and excluding unaccompanied asylum seeking children;

1.13.3 C – split according to the number of looked after children in residential care as a proportion of the Greater Manchester total, using data from the 2022/23 financial year;

1.13.4 D – split according to the number of looked after children in private residential care as a proportion of the Greater Manchester total, using data from the 2022/23 financial year.

1.14 Unless otherwise agreed between the Local Authorities, the Local Authority Contribution Rates for the 2026/27 financial year and each subsequent financial year shall be calculated on the basis of usage of the Skyline Homes by each Local Authority in the immediately preceding financial year. By way of example, for the 2026/27 financial year, the Local Authority Contribution Rate for each Local Authority will reflect the total amount of placement fees paid (or to be paid) by that Local Authority to the Care Providers in respect of placements during the 2025/26 financial year, expressed as a percentage of the total placement fees paid (or to be paid) to the Care Providers by all Local Authorities in respect of placements during the 2025/26 financial year. For the purposes of this clause 1.14, 'placement fees' means all Placement Fees, Retention Fees and Bed Blocking Fees (each as defined in the Care Services Agreements) invoiced (or to be invoiced) by the Care Providers to Local Authorities in respect of the relevant financial year.

1.15 The Lead Authority shall notify each Party of updated Local Authority Contribution Rates, and provide supporting data demonstrating how they have been calculated, as soon as reasonably practicable after the start of each financial year.

2. Application of this Agreement to NHS GM

2.1 The clauses of this Agreement listed in this clause 2.1 apply to each of the twelve (12) Parties listed at the commencement of this Agreement. Each Party may enforce the terms of these clauses against each of the other Parties. The relevant clauses are:

1 (Interpretation)	2 (Application of this Agreement to NHS GM)	3 (Term)
4 (Principles of Collaboration)	5 (Project Governance and Resources)	12 (Role of NHS GM)
13 (Consequences of Termination of CSA)	14 (Confidentiality)	15 (Freedom of Information)
16 (Dispute Resolution)	17 (Force Majeure)	18 (Assignment)
19 (Notices)	20 (Severance)	21 (Waiver)
22 (Third Party Rights)	23 (Counterparts)	24 (Status of MoU)
25 (Governing Law and Jurisdiction)		

2.2 The clauses of this Agreement listed in this clause 2.2 apply only to the Parties numbered (1) to (11) (inclusive) at the commencement of this Agreement. Each such Party may enforce the terms of these clauses against each of the other such Parties. These clauses do not apply to NHS GM and do not form part of the agreement between NHS GM and any of the other Parties. NHS GM may not enforce the terms of these clauses against any of the other Parties and none of the other Parties may enforce the terms of these clauses against NHS GM. References in these clauses to 'a Party' or 'the Parties' shall be construed as a reference to one of or all of (as relevant) the Parties numbered (1) to (11) (inclusive) at the commencement of this Agreement. The relevant clauses are:

6 (The Homes)	7 (Management of Care Services Agreement)	8 (Care Provider Costs)
9 (Disposal of Properties – sharing of Profit and Losses)	10 (Payments to Lead Authority under CSA)	11 (Placements)

3. Term

- 3.1 This Agreement shall take effect on the Commencement Date.
- 3.2 This Agreement shall expire upon the expiry or termination of all Care Services Agreements.
- 3.3 Termination or expiry of this Agreement shall not affect any rights, obligations and liabilities of the Parties that have accrued prior to the date of termination or expiry.

4. Principles of Collaboration

- 4.1 The Parties agree to adopt the following principles in relation to the Project:
 - 4.1.1 to seek to improve the lives of children living in children's homes;
 - 4.1.2 to collaborate and co-operate;
 - 4.1.3 to be accountable; to take on, manage and account to each other for performance of their respective roles and responsibilities in relation to the development of the Project;
 - 4.1.4 to be open; to communicate openly about major concerns, issues or opportunities relating to the Project;
 - 4.1.5 to learn, develop, and seek to achieve full potential; to share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - 4.1.6 to adhere to statutory requirements and best practice; to comply with applicable laws and standards, including (but not limited to) Working Together 2018, the Children Act 1989, the Children Act 2004, the Children and Families Act 2014 and the Social Work Act 2017;
 - 4.1.7 to deploy appropriate resources; to ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities in this Agreement; and
 - 4.1.8 to act in good faith to support achievement of the Project objectives and compliance with these principles.
- 4.2 GMCA and each Local Authority acknowledges that it has had the opportunity to review the final form of each Care Services Agreement that the Lead Authority proposes to enter into with each Care Provider (including the IPA terms and conditions, template Agreement for Lease and template Lease which are included as schedules to each Care Services Agreement)

and, for the purposes of this Agreement, GMCA and each Local Authority hereby confirms that it accepts the same.

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5. Project Governance and resources

Governance Matrix

5.1 In respect of decisions that may need to be taken in relation to the Project, the Governance Matrix specifies:

5.1.1 which Party/Parties or governance body/bodies (i.e. Steering Group, Contract Management Group, Property Strategy Group) has the right to, and responsibility for, taking each relevant decision; and

5.1.2 where appropriate, with which Party/Parties or governance body/bodies the decision taker must consult prior to taking a decision;

5.1.3 where appropriate, which Party/Parties or governance body/bodies are responsible for recommending relevant decisions (or endorsing recommendations of others), and to which Party/Parties the recommendation must be made; and

5.1.4 which Party is responsible for actioning any decision duly taken.

5.2 Each Party shall comply with the Governance Matrix. In the event of any conflict between the Governance Matrix and any other provision of this Agreement, such other provision shall take priority.

5.3 Subject to clause 5.4, any decision taken in relation to the Project and which is not referred to in the Governance Matrix will require the agreement of:

5.3.1 all Parties other than NHS GM, if the relevant decision relates solely to matters covered by the clauses listed in clause 2.2; or

5.3.2 all Parties in all other cases,

unless expressly stated otherwise elsewhere in this Agreement.

5.4 Clause 5.3 shall not apply to:

5.4.1 decisions taken by the Lead Authority in its role as party to each Care Services Agreement (without prejudice to clauses 7.7 and 7.8); or

5.4.2 decisions taken by GMCA in its role as party to each Agreement for Lease and Lease (without prejudice to clause 6.16).

Senior Responsible Officers

5.5 Each Local Authority [shall nominate/has nominated] an individual to act as SRO for the Project, GMCA [shall nominate/has nominated] an individual to act as GMCA Representative, and NHS GM [shall nominate/has nominated] an individual to act as NHS GM Representative. The SROs

and the GMCA Representative shall be the conduit through which decisions relating to the Project are taken by the Parties.

5.6 Promptly following the date of this Agreement:

5.6.1 each Local Authority shall determine the extent of delegated authority to be given to its SRO and take steps to duly grant that authority to the SRO in accordance with its internal governance requirements;

5.6.2 GMCA shall determine the extent of delegated authority to be given to the GMCA Representative and take steps to duly grant that authority to the GMCA Representative in accordance with its internal governance requirements; and

5.6.3 NHS GM shall determine the extent of delegated authority to be given to the NHS GM Representative and take steps to duly grant that authority to the NHS GM Representative in accordance with its internal governance requirements.

5.7 A Local Authority may replace its SRO at any time. Each Local Authority shall promptly notify the other Parties in writing if it replaces its SRO. GMCA may replace the GMCA Representative at any time. GMCA shall promptly notify the other Parties in writing if it replaces the GMCA Representative. NHS GM may replace the NHS GM Representative at any time. NHS GM shall promptly notify the other Parties in writing if it replaces the NHS GM Representative.

5.8 Each Local Authority may, but shall not be obliged to, nominate a deputy SRO who may act in place of the SRO at times when the SRO is not available. GMCA may, but shall not be obliged to, nominate a deputy GMCA Representative who may act in place of the GMCA Representative at times when the GMCA Representative is not available. NHS GM may, but shall not be obliged to, nominate a deputy NHS GM Representative who may act in place of the NHS GM Representative at times when the NHS GM Representative is not available.

5.9 The Parties shall collectively procure that, whenever a decision is required from SROs, the GMCA Representative and/or the NHS GM Representative, the Chair of the Steering Group (or, where relevant, a Working Group) provides SROs, the GMCA Representative and/or the NHS GM Representative (as relevant) with all necessary information to enable them to take the requested decision. Any SRO or the GMCA Representative or NHS GM Representative may convene a meeting to discuss any requested decision, by notifying all other SROs, the GMCA Representative and/or the NHS GM Representative (as relevant).

Steering Group

5.10 The Parties have established the Steering Group. Each Party is entitled, but shall not be obliged, to have a representative on the Steering Group. The members of the Steering Group as at the date of this Agreement are listed in Schedule 2.

5.11 The purpose of the Steering Group is to provide strategic direction for the Project, to endorse (or reject) properties for purchase put forward by the Property Strategy Group, to maintain an

overview of performance of the Project against its objectives, to maintain an overview of Project financials, to make links with related programmes, to recommend and champion changes that fall outside the delegated authority of SROs; to provide oversight to feedback to the GMCA Mayor and leaders; to be a critical friend for the project team and a point of escalation to guide resolution in the case of dispute.

5.12 The Parties shall endeavour to agree Terms of Reference for the Steering Group as soon as reasonably practicable following the date of this Agreement, and in any event no later than sixty (60) days after the date of this Agreement.

5.13 GMCA's role on the Steering Group is as primary coordinator for the Project, working with the Lead Authority and the Working Groups to ensure the Steering Group receives appropriate papers on time. GMCA will also take a lead on programme evaluation, monitor whether the programme is achieving strategic objectives (including the integration of health) and make recommendations to the Steering Group after analysing the performance of the Project.

5.14 The Parties shall, collectively, procure that the Chair of the Steering Group shall record the minutes of each Steering Group meeting and circulate the same to all Parties as soon as reasonably practicable.

Working Groups

5.15 The Parties have established or will establish the following Working Groups:

5.15.1 the Property Strategy Group, which will report to the Steering Group on a regular basis on matters relating to the Skyline Homes, including in respect of: (i) properties proposed for acquisition; (ii) the status of property acquisitions and planning applications; (ii) progress on property refurbishments; (iii) maintenance issues; and (iv) the budget for property acquisitions, refurbishments and maintenance;

5.15.2 the Contract Management Group, which will receive contract management reports from the Lead Authority, provide guidance to the Lead Authority on contract management issues, and report to the Steering Group on matters relating to management of the Care Services Agreements, including: (i) Care Provider performance; (ii) mobilisation and delivery plans; (iii) progress towards Ofsted registration and, subsequently, Ofsted ratings;

(iv) quality of care; (v) disputes with Care Providers; (vi) financial performance of the Care Services Agreements; and (vii) feedback from Local Authorities;

5.15.3 the Community of Practice Group, which will provide a forum for discussion of operational issues across stakeholders, including the Care Providers.

5.16 Each Party shall be entitled, but shall not be obliged, to nominate a representative to each Working Group from time to time.

5.17 The Parties shall endeavour to agree Terms of Reference for:

5.17.1 the Property Strategy Group as soon as reasonably practicable following the date of this Agreement, and in any event no later than sixty (60) days after the date of this Agreement; and

5.17.2 the other Working Groups upon their formation.

5.18 The Parties shall, collectively, procure that the Chair of each Working Group records the minutes of each meeting and circulates the same to all Parties as soon as reasonably practicable.

Requirements

5.19 Each Party shall ensure that its representatives on the Steering Group and each Working Group fully engage with the Steering Group or Working Group (as appropriate) and provide a proportionate level of support until such time as the Parties agree to disband the Steering Group or Working Group (as appropriate).

6. The Homes

6.1 The Parties intend that GMCA will acquire ten (10) properties for use as Skyline Homes, as follows:

<i>Cohort</i>	<i>Description</i>	<i>Number of homes</i>	<i>Beds per home</i>
<i>1</i>	<i>Complex Care Mental Health Support Homes</i>	<i>4</i>	<i>2</i>
<i>2</i>	<i>Residential Homes supporting younger children with a view to transitioning them back to foster care</i>	<i>2</i>	<i>3</i>
<i>3</i>	<i>Residential Homes supporting older teenagers</i>	<i>2</i>	<i>3</i>
<i>4</i>	<i>Residential Homes supporting children / young people at risk of sexual exploitation (CSE)</i>	<i>1</i>	<i>2</i>
<i>5</i>	<i>Residential Homes supporting children / young people at risk of criminal exploitation (CCE)</i>	<i>1</i>	<i>2</i>
<i>Total</i>		<i>10 homes</i>	<i>24 beds</i>

The Parties agree that provisions of this clause 6 shall apply in relation to the selection and purchase of these properties. The Parties shall jointly procure the performance by the Property Strategy Group and the Steering Group of their responsibilities set out in this clause 6.

6.2 The Property Strategy Group will be responsible for identifying properties to become Skyline Homes and recommending the same to the Steering Group. Before recommending any property, the Property Strategy Group shall:

6.2.1 assess the relevant property and assure themselves that it meets the Property Selection Criteria (or, if it does not meet the Property Selection Criteria, assure themselves that it is nevertheless a suitable property to be a Skyline Home, providing their reasons to the Steering Group);

6.2.2 consult with any Care Provider to which the property may be leased once acquired;

6.2.3 consult with the Local Commissioner on the suitability of the property to be a Skyline Home, including with reference to matters such as local crime data, other developments in the area, and potential difficulties in securing any necessary planning consent or Ofsted registration; and

6.2.4 obtain the approval of Local Commissioner to the recommendation of the property to the Steering Group.

6.3 When recommending a property to the Steering Group, the Property Strategy Group shall also specify:

6.3.1 a maximum price that the Property Strategy Group considers GMCA should pay for the property; and

6.3.2 an estimate of the cost of refurbishing the property with a view to ensuring the property meets the Home Specification.

The Property Strategy Group will review its maximum price recommendation upon the request of the Steering Group or GMCA.

6.4 The Steering Group shall consider any property recommended for purchase by the Property Strategy Group and assess the reasons for the recommendation provided by the Property Strategy Group. If the Steering Group considers the property to be suitable for the Project, the Steering Group shall notify GMCA in writing that it endorses the recommendation of the property for purchase.

6.5 If GMCA approves acquisition of a property that has been recommended by the Property Strategy Group and endorsed by the Steering Group, GMCA shall use reasonable endeavours to acquire the property as soon as reasonably possible. GMCA shall not acquire any property for the Project unless:

6.5.1 purchase of the property has been recommended by the Property Strategy Group, approved by the Local Commissioner and endorsed by the Steering Group;

6.5.2 the purchase price is below the maximum purchase price advised by the Property Strategy Group.

6.6 GMCA shall have no obligation to purchase any property for the Project, including any property recommended by the Property Strategy Group.

6.7 The Local Authorities acknowledge that, as at the date of this Agreement, GMCA has acquired the following properties that it intends to become Skyline Homes:

[list to be included prior to contract signature]

6.8 Following acquisition of a property, GMCA shall take all reasonable steps to obtain Satisfactory Planning Permission from the relevant local planning authority for the property to be used as a children's home, unless the property already benefits from such permission.

6.9 If:

6.9.1 a planning permission is granted which the Steering Group considers does not constitute a Satisfactory Planning Permission; or

6.9.2 at any time the Steering Group considers it is unlikely to be possible to obtain a Satisfactory Planning Permission,

the Steering Group shall notify the Local Authorities of its opinion in writing and thereafter:

6.9.3 GMCA shall, [within three (3) months of such notification], confirm to the other Parties whether it will:

6.9.3.1. sell the affected property, in which case clause 9 shall apply; or

6.9.3.2. [appropriate the property for another purpose, in which case clause 9 shall not apply to the appropriation and any costs incurred by GMCA in relation to the property shall be disregarded for the purposes of this Agreement]; and

6.9.4 the Property Strategy Group shall endeavour to identify an alternative property for use in the Project.

6.10 As soon as reasonably practicable following acquisition of a property, the Property Strategy Group shall present to the Steering Group a proposed refurbishment specification and associated budget, with a view to ensuring the property meets the Home Specification. If the proposed budget is the same as or below the budget put forward by the Property Strategy Group when recommending the property for purchase (pursuant to clause 6.3), the Steering Group shall consider the proposed specification and budget, and if the Steering Group considers them to be suitable, the Steering Group shall notify GMCA in writing that it endorses them. Following endorsement by the Steering Group and subject to GMCA securing all necessary approvals in accordance with its internal governance procedures, either:

6.10.1 GMCA shall itself; or

6.10.2 GMCA shall, in accordance with the relevant Agreement for Lease, provide funding to enable the relevant Care Provider to,

undertake the necessary works to the property in line with the specification. GMCA shall notify all Parties if at any time it does not consider that it will be able to complete the necessary works within the budget proposed by the Property Strategy Group. GMCA shall not commence such works prior to Satisfactory Planning Permission being obtained other than: (i) in relation to preliminary design and planning work, or (ii) with the approval of the SROs.

6.11 If the budget proposed under clause 6.10 is higher than the budget put forward by the Property Strategy Group when recommending the property for purchase (pursuant to clause 6.3), the approval of all Parties will be required before any refurbishment works can commence.

6.12 In relation to each Skyline Home, GMCA shall:

6.12.1 enter into the Agreement for Lease with the relevant Care Provider on the later of:

- 6.12.1.1. the date the Lead Authority enters into the Care Services Agreement; and
- 6.12.1.2. the date on which the relevant property is acquired by GMCA (or as soon as reasonably possible thereafter); and
- 6.12.2 subsequently, and in accordance with the terms of the Agreement for Lease, enter into the Lease with the relevant Care Provider.
- 6.13 GMCA shall at all times take reasonable steps to enforce the terms of each Lease to ensure that the relevant Care Provider:
- 6.13.1 pays all rent and other sums due under the Lease; and
- 6.13.2 complies with its obligations under the Lease, including those relating to upkeep of the property, insurance of the property and the condition of the property at the end of the Lease term.
- 6.14 In the event of a breach by a Care Provider of the terms of a Lease which causes GMCA to incur a loss, GMCA will endeavour to recover such loss from the relevant Care Provider to the extent it is reasonable to do so in the circumstances.
- 6.15 The Parties acknowledge that GMCA may terminate an Agreement for Lease if:
- 6.15.1 any necessary planning consent has not been obtained by the relevant date specified in the Agreement for Lease; or
- 6.15.2 GMCA, having undertaken a costs viability assessment, determines that any necessary refurbishment works are not viable.
- GMCA shall not: (i) terminate an Agreement for Lease on the grounds referred to in this clause 6.15 or (ii) determine whether or not to retain the relevant property as a Skyline Home following such termination, without (in each case) first consulting with the Local Authorities.
- 6.16 GMCA shall not terminate an Agreement for Lease or a Lease on the basis of a breach or default by the Care Provider without prior consultation with, and the approval of, each SRO.
- 6.17 Each Local Authority acknowledges that GMCA shall be entitled to charge the Care Provider rent in relation to each Skyline Home. As soon as reasonably practicable following the Commencement Date, GMCA and the Local Authorities shall seek to agree in detail how the rent for each Skyline Home will be calculated, provided that GMCA and the Local Authorities agree that the rental rates for each individual Skyline Home should be at a level that ensures that the rental income across all Skyline Homes, at an assumed level of occupancy and over an assumed term (expected to be between 20 and 30 years), is sufficient to ensure that GMCA recovers:
- 6.17.1 all amounts borrowed to fund purchase and refurbishment of the Skyline Homes, together with associated borrowing costs;

- 6.17.2 its reasonable contract and project management costs (both internal and external) relating to the Project (including fees paid to the Lead Authority as referred to in clause 7.12);
- 6.17.3 all mobilisation costs paid to Care Providers pursuant to each Care Services Agreement, as envisaged by clause 8.1;
- 6.17.4 reasonable ongoing landlord costs (external maintenance, insurance, etc);
- 6.17.5 an appropriate amount to compensate it for the time cost of money in respect of the outlays referred to in clauses 6.17.1 to 6.17.3; and
- 6.17.6 any other reasonable costs incurred by GMCA arising from the purchase, refurbishment, maintenance and disposal of the Skyline Homes, or from its role as landlord in respect of such properties, as may be agreed by the Parties acting reasonably.
- 6.18 GMCA has secured grant funding from central government in the sum of £[] and commits to using this grant to part fund purchase of the Skyline Homes. GMCA agrees that it is not the Parties' intention for GMCA to recover the grant funding through rental payments, and the calculation of the rent for each Skyline Home will reflect this principle.
- 6.19 Each Lease will include a rent review clause entitling GMCA to increase the rent on an annual basis in line with the Retail Prices Index.
- 6.20 GMCA and each Local Authority acknowledges that:
- 6.20.1 the rent for each Skyline Home will be calculated on the assumption that the Guaranteed Occupancy Rate (as defined in the relevant Care Services Agreement) is achieved across each financial year;
- 6.20.2 each Care Services Agreement is predicated on the basis that the Care Provider will pass rental costs through to the Local Authorities as an element of the placement fees; and
- 6.20.3 an annual reconciliation process is provided for in each Care Services Agreement, which will require an additional payment from the Lead Authority in relation to rent if occupancy has been under the specified level over the course of the financial year, or which will require a payment back from the Care Provider to the Lead Authority if occupancy has been above the specified level.
- 6.21 If at any time the Lead Authority becomes liable pursuant to a Care Services Agreement to pay a Care Provider an additional amount to make up a rent payment shortfall:
- 6.21.1 the Lead Authority shall notify GMCA and the other Local Authorities of the liability as soon as reasonably possibly, providing reasonable details of the same; and

6.21.2 the Local Authorities (including the Lead Authority) shall jointly contribute to the Lead Authority's liability in the proportions specified by the Local Authority Contribution Rates.

6.22 Any payment received by the Lead Authority from a Care Provider in relation to a rent overpayment will be dealt with in accordance with clause 10.

6.23 Entry into of this Agreement shall not fetter in any way the duties and powers of a Local Authority in its role as local authority (including as local planning authority).

7. Management of Care Services Agreement

7.1 Once the successful bidders have been identified through the Procurement Exercise, the Lead Authority shall enter into a Care Services Agreement with each such bidder, subject always to the Lead Authority's internal governance requirements. The Lead Authority shall provide confirmation to the other Parties that it has entered into a Care Services Agreement as soon as reasonably possible after having done so.

7.2 In respect of each Care Services Agreement, each time a Local Authority enters into an IPA, that Local Authority shall be fully responsible for all matters relating to that individual placement, including all liaison with the relevant Care Provider and management of arrangements relating to that placement, and shall retain full responsibility for the relevant child that is the subject of the placement.

7.3 The Lead Authority will take all reasonable steps to enforce its contractual rights, and the Care Provider's obligations, pursuant to each Care Services Agreement. The Lead Authority shall

take due account of the interests of the other Parties in its management of the Care Services Agreements.

7.4 Without prejudice to clause 7.2, the Lead Authority shall carry out general contract management functions in relation to each Care Services Agreement. This shall include:

7.4.1 performance management and reporting;

7.4.2 the Occupancy Guarantee;

7.4.3 monitoring social value commitments;

7.4.4 rent rebates/gainshare; and

7.4.5 subject to clause 7.7.1, managing the variation process.

7.5 The Lead Authority will report to the Contract Management Group on all material matters relating to the Care Services Agreements, at a frequency and in a form to be agreed between the Lead Authority and the Contract Management Group.

7.6 Each of the other Parties shall support the Lead Authority in its contract management role, including by providing the Lead Authority with any information reasonably requested by the

Lead Authority relating to the performance of each Care Provider or other matters relevant to the Lead Authority's contact management role.

7.7 The Lead Authority may not take any of the following actions without prior written approval from each of the SROs and the GMCA Representative:

7.7.1 vary any Care Services Agreement;

7.7.2 exercise any right to extend the term of a Care Services Agreement;

7.7.3 terminate (or take steps to terminate) any Care Services Agreement; or

7.7.4 any other action relating to a Care Services Agreement which is in the Lead Authority's discretion pursuant to the terms of the Care Services Agreement, and which the SROs and GMCA Representative (acting in agreement) so determine and notify to the Lead Authority.

7.8 The Lead Authority may not take any of the following actions without prior written approval from each of the SROs:

7.8.1 waive any material rights it has under a Care Services Agreement;

7.8.2 suspend the issue of any new IPA Order Forms (as defined in each Care Services Agreement) to a Care Provider under a Care Services Agreement;

7.8.3 agree an Exit Plan (as defined in each Care Services Agreement) with a Care Provider;

7.8.4 approve any price increases resulting from the implementation of a Change in Law;

7.8.5 approve any proposal to accommodate a child or young person from outside Greater Manchester in any Skyline Home;

7.8.6 initiate or settle any claim against a Care Provider, or settle any claim brought by a Care Provider, in each case relating to a Care Services Agreement with an estimated quantum in excess of £10,000;

7.8.7 incur any third party adviser fees over £20,000; or

7.8.8 any other action relating to a Care Services Agreement which is in the Lead Authority's discretion pursuant to the terms of the Care Services Agreement, and which the SROs (acting in agreement) so determine and notify to the Lead Authority.

7.9 Subject to clause 7.10, the other Local Authorities agree to reimburse the Lead Authority in respect of any:

7.9.1 third party fees or costs; and

7.9.2 liability to a Care Provider,

that the Lead Authority reasonably incurs as a result of it acting as contracting counterparty under the Care Services Agreements, other than any such fees, costs or liability that the Lead Authority incurs as a result of:

- (a) its own negligence; or
- (b) any action it takes in breach of this Agreement or a Care Services Agreement.

7.10 The Local Authorities (including the Lead Authority) shall jointly contribute to any losses incurred by the Lead Authority of the type referred to in clause 7.9 in the proportions specified by the Local Authority Contribution Rates.

7.11 GMCA acknowledges that the Lead Authority is liable to make mobilisation payments to each Care Provider pursuant to each Care Services Agreement and agrees that it will fund such payments. Accordingly, GMCA shall pay amounts equivalent to such mobilisation payments to the Lead Authority in advance of the mobilisation payments becoming due under the terms of each Care Services Agreement.

7.12 The Lead Authority acknowledges that, pursuant to each Care Services Agreement, it is entitled to recover mobilisation payments paid to a Care Provider in certain circumstances (as specified in clause [15.1] of each Care Services Agreement). If those circumstances arise, the Lead Authority shall, unless otherwise agreed by all Parties, use reasonable endeavours to enforce its rights under the relevant Care Services Agreement with a view to recovering the mobilisation payments to the extent it is contractually entitled to do so. If the Lead Authority recovers any such sums from a Care Provider it shall:

7.12.1 notify all Parties accordingly; and

7.12.2 pay such sums to GMCA,

in each case as soon as reasonably possible.

7.13 *[Position on payment of Lead Authority's fees and position regarding any Lead Authority SLA to be included once finalised].*

8. Care Provider Costs

Mobilisation Costs

8.1 As specified in clause 7.11, GMCA shall fund the mobilisation payments due to each Care Provider. The Parties acknowledge that GMCA shall be entitled to recover its outlay through the rent charged to the Care Provider in accordance with clause 6.16. The amount of mobilisation costs to be funded by GMCA and the timing of the payments is specified in each Care Services Agreement.

Placement Fees

8.2 Each Local Authority will be fully responsible for payment to the Care Provider of all sums due pursuant to an IPA entered into by that Local Authority in respect of any child placed in a Skyline Home by that Local Authority.

Occupancy Guarantee

8.3 In respect of each Care Services Agreement, from the date on which the Local Authorities are able to commence placing children in Skyline Homes, the Lead Authority shall, on an annual basis, agree with the relevant Care Provider whether any payment is due in respect of the Occupancy Guarantee according to the terms of the Care Services Agreement (such payment being an “**Occupancy Guarantee Payment**”). If the Lead Authority determines that an Occupancy Guarantee Payment is due, it shall notify each of the other Local Authorities and GMCA of:

8.3.1 the total Occupancy Guarantee Payment due to the Care Provider for that year; and

8.3.2 in respect of each Local Authority, the contribution due from the Local Authority calculated in accordance with Schedule 1,

together with an explanation of how the relevant amounts have been calculated.

Payment and Disputes

8.4 Subject to clause 8.5, each Local Authority (other than the Lead Authority) shall pay to the Lead Authority any sum notified by the Lead Authority pursuant to clause 8.3 within fifteen (15) Business Days of receipt of the Lead Authority’s notice.

8.5 If a Local Authority disputes any amount demanded by the Lead Authority pursuant to clause 8.3, it shall:

8.5.1 notify the Lead Authority and provide the Lead Authority with reasons for its position; and

8.5.2 pay any undisputed amount in accordance with clause 8.4.

If the relevant Parties are not able to resolve the dispute, either Party may refer the matter for resolution pursuant to clause 16.

9. Disposal of Properties – sharing of Profit and Losses

9.1 In the event that a property is acquired by GMCA pursuant to clause 6 and, for any reason:

9.1.1 GMCA considers that such property cannot be used as a Skyline Home; or

9.1.2 such property ceases at any time to be used as a Skyline Home (including as a result of the relevant Lease being terminated or expiring),

GMCA shall notify the other Parties that it considers the relevant property is no longer required for the Project.

9.2 Following such notification, the Parties shall seek to agree what should be done with the relevant property. If no agreement is reached within thirty (30) days (or such longer period as the Parties may agree), GMCA shall endeavour to dispose of the property as soon as reasonably practicable for a reasonable market price.

9.3 If GMCA disposes of a property in accordance with clause 9.2, then either:

9.3.1 the Local Authorities shall compensate GMCA for any Losses incurred by GMCA in relation to the relevant property (other than Losses arising as a direct result of GMCA's negligence or breach by GMCA of this Agreement); or

9.3.2 GMCA shall account to the Local Authorities for any Profit accruing to GMCA in relation to the relevant property,

in each case in accordance with this clause 9.

9.4 For the purposes of clause 9.3, the following formula shall be used to determine whether GMCA has incurred Losses or received a Profit:

$$P/L = A + B - C - D - E$$

Where:

P/L is the Profit or Losses

A is the sale price

B is the total rental income received by GMCA over the term of the relevant Lease

C is the purchase price [(less any grant funding used by GMCA in the purchase of the property)]

D is all costs associated with the property that have been reasonably incurred by GMCA from the date of acquisition of the property, including financing costs, costs relating to the refurbishment and maintenance of the relevant property and costs associated with the acquisition and disposal of the property (such as conveyancing fees and stamp duty), but, to prevent double recovery, not including any amounts GMCA has received from the relevant Care Provider under the Lease

E is the aggregate of all mobilisation payments made by GMCA to the Lead Authority pursuant to clause 7.11, less any element of such costs repaid (or due to be repaid) to GMCA pursuant to clause 7.12,

in each case in respect of the relevant property.

If P/L is a positive amount, such amount shall be the Profit of GMCA.

If P/L is a negative amount, such amount shall be the Losses of GMCA.

- 9.5 The Lead Authority shall confirm to the other Parties as soon as reasonably possible after disposal of a property whether a Profit or any Losses have resulted from the sale, providing reasonable details of the same.
- 9.6 In the event that GMCA incurs any Losses, the Local Authorities shall jointly contribute to the same in equal proportions, such that each Local Authority contributes an amount equal to one-tenth of the Losses. Each Local Authority shall pay its share within thirty (30) days of receipt of written notification from GMCA specifying such Losses and the amount payable by the Local Authority (or, of relevant, within thirty (30) days of resolution of any dispute relating to the same).
- 9.7 In the event that GMCA obtains a Profit, the Parties shall seek to agree how the Profit should be used within sixty (60) days of GMCA notifying the other Parties of the Profit (or within such longer period as the Parties may agree) ("Discussion Period"). If:
- 9.7.1 the Parties reach agreement, GMCA shall apply the Profit in the manner agreed (which, for the avoidance of doubt, may include spending the Profit, transferring the Profit to another Party or Parties, or retaining the Profit on behalf of the Parties);
- 9.7.2 the Parties fail to reach agreement within the Discussion Period, GMCA shall distribute the Profit amongst all the Local Authorities in equal proportions (such that each Local Authority is paid an amount equal to one-tenth of the Profit), within thirty (30) days of the end of the Discussion Period.
- 9.8 Pending use or distribution of any Profit pursuant to clause 9.7, GMCA shall hold the Profit on behalf of the Local Authorities.
- 9.9 Any dispute between any of the Parties in relation to the disposal of a property, including:
- 9.9.1 any dispute regarding whether GMCA secured a reasonable market price; and
- 9.9.2 any dispute regarding the existence or value of any Profit or Losses claimed by GMCA, may be referred by any Party for resolution pursuant to clause 16.

10. Payments to Lead Authority under Care Services Agreement

- 10.1 GMCA and each Local Authority (other than the Lead Authority) acknowledges that the Lead Authority may receive payments from each Care Provider, including in particular in relation to:
- 10.1.1 the gainshare arrangements in each Care Services Agreement, pursuant to which the Care Provider is required to pay to the Lead Authority a specified percentage of its income

in the event that occupancy is above the guaranteed level over the course of a financial year; and

10.1.2 a rebate of sums paid by Local Authorities in respect of rent, as described in clause 6.20,

any such sums being the “CSA Surplus” for the purposes of this clause 10.

10.2 The Lead Authority shall notify the other Parties of the receipt of any such income at the first available opportunity, providing reasonable details of the same.

10.3 The Parties shall seek to agree how any CSA Surplus should be used within sixty (60) days of the Lead Authority notifying the other Parties of the existence of the CSA Surplus (or within such longer period as the Parties may agree) (“Discussion Period”). If:

10.3.1 the Parties reach agreement, the Lead Authority shall apply the Surplus in the manner agreed (which, for the avoidance of doubt, may include spending the Surplus, transferring the Surplus to another Party or Parties, or retaining the CSA Surplus on behalf of the Parties);

10.3.2 the Parties fail to reach agreement within the Discussion Period, the Lead Authority shall distribute the CSA Surplus amongst all the Local Authorities (including, for the avoidance of doubt, the Lead Authority) in the proportions specified by the then-applicable Local Authority Contribution Rates, within thirty (30) days of the end of the Discussion Period.

10.4 Pending use or distribution of any CSA Surplus pursuant to clause 10.3, the Lead Authority shall hold the Surplus on behalf of all Local Authorities.

11.Placements

11.1 Each Local Authority shall use reasonable endeavours to prioritise the use of Skyline Homes when considering where to place a child in need.

11.2 In seeking to place a child in a Skyline Home, each Local Authority undertakes to the other Local Authorities and GMCA that it shall comply with the referrals procedure set out in Section [2] of the specification scheduled to the relevant Care Services Agreement. Each Local Authority acknowledges that the Care Services Agreement obliges the Care Provider to act in a neutral manner *vis a vis* the Local Authorities when considering whether to accept referrals.

12. Role of NHS GM

12.1 NHS GM commits to:

12.1.1 support the new model for Children and Young People in mental health crisis who are temporarily cared for in one of the Skyline Homes;

12.1.2 develop a health offer to meet the needs of the cohort of children accommodated within the Skyline Homes;

12.1.3 ensure that appropriate services are commissioned and put in place to meet those needs as considered necessary; and

12.1.4 mobilise its health offer in line with the programme for the opening of the Skyline Homes.

12.2 [NHS GM] agrees in principle to provide £500,000 per annum to fund the above activities, subject to final [NHS GM] approvals being obtained.

13. Consequences of Termination of Care Services Agreement

13.1 Upon termination or expiry of a Care Services Agreement, the Parties shall seek to agree how best to proceed, which may include procurement of the relevant services as part of the Project, in which case this Agreement may (if agreed) continue to apply to such services, procurement outside the Project or any other arrangement as may be agreed.

13.2 In the absence of agreement to the contrary, GMCA shall sell the Skyline Homes associated with the terminated Care Services Agreement and clause 9 shall apply.

14. Confidentiality

14.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Parties, except as permitted by clause 14.2.

14.2 Each Party may disclose another Party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement and the Project. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15. Freedom of Information

15.1 Each Party is subject to legal duties which may require the release of information under Freedom of Information Act 2000 ("FOIA") and/or Environmental Information Regulations 2004 ("EIR") and may be under an obligation to provide information that is the subject of a Request for Information ("RFI").

15.2 The Party that receives an RFI shall be responsible for determining in its absolute discretion whether:

15.2.1 any Information is exempted information or remains exempted information; and/or

15.2.2 any information is to be disclosed in response to an RFI,

and in no event shall a Partner Authority respond directly to an RFI received by another Party.

15.3 Notwithstanding any other provision of this Agreement but subject to clause 15.4, each Party acknowledges that the other Parties may disclose Information:

15.3.1 without consulting the Parties not in receipt of the RFI; or

15.3.2 following consultation with the other Parties (as applicable) and having taken (or not taken, as the case may be) its views into account.

15.4 In the event that a Party receives an RFI, that Party will, where appropriate, as soon as reasonably practicable notify the other Parties.

15.5 The Parties not in receipt of the RFI will assist and co-operate with the Party in receipt of the RFI as requested by that Party to enable that Party to comply with its obligations to disclose information under FOIA and EIR within the prescribed periods for compliance and in particular will (and shall procure that its agents and sub-contractors will), provide all such assistance as may be required from time to time by that Party and supply such data or information as may be requested by that Party.

15.6 Nothing in this Agreement will prevent a Party from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any exempted information.

16. Dispute Resolution

16.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute"), then, except as expressly provided in this Agreement, the Parties shall follow the procedure set out in this clause 16:

- (a) A Party shall give to the other Parties written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute;
- (b) If the Parties are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, any Party may refer the Dispute to the Steering Group for consideration. The Steering Group shall consider the Dispute as soon as reasonably possible after the Dispute is referred to it. The Steering Group may make recommendations regarding the manner in which the Dispute may be resolved but, for the avoidance of doubt, will not itself have the power to determine the Dispute.
- (c) If the Dispute remains unresolved following consideration by the Steering Group, any Party may refer the matter to the SROs and the GMCA Representative for consideration. The SROs and the GMCA Representative shall, as soon as reasonably possible after referral of the Dispute to them, use reasonable endeavours to agree how to resolve the Dispute, acting in all times in good faith.
- (d) If the Dispute remains unresolved following consideration by the SROs and the GMCA Representative, any Party may refer the matter to the Chief Executives of each Party for resolution.

16.2 If, having followed the procedure in clause 16.1, a Dispute remains unresolved by the date falling sixty (60) days after referral of the matter to Chief Executives, any Party may exercise its rights at law to have the Dispute determined by the courts.

17. Force Majeure

17.1 In the event that any of the Parties are affected by an event of Force Majeure the affected Party shall promptly notify the other Parties of the nature and extent of the circumstances in question.

17.2 Notwithstanding any other provision of this Agreement, no Party shall be deemed to be in breach of this Agreement or otherwise liable to the other for any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is due to the occurrence of an event of Force Majeure of which it has notified the other Parties, and the time for performance of that obligation shall be extended accordingly.

18. Assignment

18.1 None of the Parties shall be entitled to assign or transfer any of its rights or obligations arising under this Agreement without the prior written consent of all other Parties.

19. Notices

19.1 A notice given to a Party under or in connection with this Agreement shall be in writing and:

19.1.1 shall be delivered by hand, pre-paid first-class post, recorded delivery or special delivery in each case sent for the attention of the person, and to the postal address given in Schedule 5 (or such other address or person as the relevant Party may notify to the other Party); or

19.1.2 shall be sent by electronic mail to the email address given in Schedule 5 (or such other address or person as the relevant Party may notify to the other Party).

19.2 Delivery of a notice is deemed to have taken place:

19.2.1 if delivered by hand, at the time the notice is left at the address or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours, in which case deemed receipt will occur at 9.00 am on the next working day;

19.2.2 if sent by electronic mail, at the time actually received provided that any notice sent by electronic mail outside business hours shall be deemed to have been given at 9:00 am on the next working day.

19.3 For the purposes of this clause 19, business hours means 9.00 am to 5.30 pm Monday to Friday on each day that is not a public holiday.

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

20. Severance

20.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

20.2 If any provision or part-provision of this Agreement is deemed deleted pursuant to clause 20.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Waiver

21.1 A waiver of any right or remedy by a Party under this Agreement shall only be effective if given in writing and shall not be considered to be a waiver of any subsequent breach of the same or any other provision.

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

21.3 In the event that any provision of this Agreement is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of the provision in question and the remaining provisions shall not be affected.

22. Third Party Rights

22.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

22.2 The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

23. Counterparts

23.1 This Agreement may be executed in any number of counterparts and by several Parties to it on separate counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

24. Status of MoU

24.1 The MoU is appended to this Agreement for information purposes only. The inclusion of the MoU in this Agreement does not change the non-binding nature of the MoU, as stated in paragraph 5 of the same.

25. Governing Law and Jurisdiction

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

25.2 Subject to clause 16, each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement (including any non-contractual dispute or claim).

Schedule 1 – Occupancy Guarantee Payment calculation

1. If, in respect of any financial year and any Care Services Agreement, an Occupancy Guarantee Payment is due from the Lead Authority to the Care Provider, the sums payable by each Local Authority to the Lead Authority in relation to such payment shall be calculated in accordance with this Schedule 1.
2. For the avoidance of doubt, references in this Schedule 1 to “the Local Authorities” or “each Local Authority” shall include the Lead Authority.
3. The remaining provisions of this Schedule 1 shall be applied in respect of each Care Services Agreement and each financial year.
4. For the purposes of this Schedule 1, “Underpayment” shall have the following meaning:
 - 4.1 for any Local Authority that has paid, or is liable to pay, any Bed Blocking Fees or Retention Fees (as defined in the Care Services Agreement) to a Care Provider pursuant to one or more IPAs, the Underpayment shall be the difference between:
 - 4.1.1 the aggregate amount of Bed Blocking Fees and/or Retention Fees paid, or due to be paid, to the relevant Care Provider by the Local Authority; and
 - 4.1.2 the sum that would have been due to the Care Provider if each bedroom affected by the relevant bed blocking and/or retention had been occupied by a child or young person pursuant to an IPA during the period(s) of time during which the bed blocking and/or retention occurred; or
 - 4.2 for any Local Authority that has not paid, and is not liable to pay, any Bed Blocking Fees or Retention Fees, the Underpayment shall be zero.
5. The Lead Authority shall calculate, for each Local Authority, whether there has been Underpayment by that Local Authority, and if so the amount of the Underpayment.
6. In the event that there have been no Underpayments by any of the Local Authorities, each Local Authority shall contribute to the Occupancy Guarantee Payment in accordance with the Local Authority Contribution Rates that apply in respect of the relevant financial year.
7. In the event that the aggregate sum of Underpayments by all Local Authorities is greater than the Occupancy Guarantee Payment, each Local Authority that is responsible for an Underpayment shall contribute to the Occupancy Guarantee Payment in accordance with the formula below:

$$\text{LA contribution} = A \times \frac{B}{C}$$

where:

A is the Underpayment attributable to that Local Authority

B is the amount of the Occupancy Guarantee Payment

C is the aggregate of all Underpayments

For the avoidance of doubt, any Local Authority that is not responsible for an Underpayment shall have no liability in respect of the Occupancy Guarantee Payment.

8. In the event that the aggregate sum of Underpayments by all Local Authorities is less than the Occupancy Guarantee Payment, then:
 - 8.1 each Local Authority that is responsible for an Underpayment shall firstly contribute a sum equal to the Underpayment for which it is responsible; and
 - 8.2 each Local Authority shall contribute to the remaining amount of the Occupancy Guarantee Payment (after payment of the sums referred to in paragraph [8.1] in accordance with the Local Authority Contribution Rates that apply in respect of the relevant financial year.

Schedule 2 – Governance Matrix

[[Matrix to be inserted once finalised]]

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Schedule 3 – Membership of the Steering Group

In line with the Partnership Agreement the below members will attend the Steering Group and nominate a deputy in their absence.

- Lead Portfolio Chief Executive for Children (Chair)
- Deputy Chief Executive of Greater Manchester Combined Authority (Deputy Chair)
- Lead Director of Children's Services (to be nominated by the Directors of Children's Services of each Local Authority)
- Lead Treasurer (to be nominated by the Treasurers of each Local Authority)
- Lead Chief Legal Officer (to be nominated by the Chief Legal Officers of each Local Authority)
- a representative from the Contract Management group (to be nominated by Salford City Council)
- a representative of NHS GM
- Assistant Director, Children & Young People Reform, GMCA Public Service Reform
- Skyline Lead, GMCA

The Steering Group may invite others to attend its meetings where it considers appropriate, including representatives of the Care Providers, Greater Manchester Police and education colleagues.

Schedule 4 – Addresses for Notices

Greater Manchester Combined Authority

Address:

Email:

For the attention of:

Bolton Council

Address:

Email:

For the attention of:

The Metropolitan Borough of Bury

Address:

Email:

For the attention of:

The Council of the City of Manchester

Address:

Email:

For the attention of:

Oldham Metropolitan Borough Council

Address:

Email:

For the attention of:

Rochdale Borough Council

Address:

Email:

For the attention of:

Salford City Council

Address:

Email:

For the attention of:

Stockport Metropolitan Borough Council

Address:

Email:

For the attention of:

Tameside Metropolitan Borough Council

Address:

Email:

For the attention of:

Trafford Council

Address:

Email:

For the attention of:

Wigan Borough Council

Address:

Email:

For the attention of:

NHS Greater Manchester Integrated Care Board

Address:

Email:

For the attention of:

Signed for and on behalf of GMCA

Signature:

Name:

Position:

Date:

Signed for and on behalf of Bolton
Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of The
Metropolitan Borough of Bury

Signature:

Name:

Position:

Date:

Signed for and on behalf of The
Council of the City of Manchester

Signature:

Name:

Position:

Date:

Signed for and on behalf of Oldham
Metropolitan Borough Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of
Rochdale Borough Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of Salford
City Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of
Stockport Metropolitan Borough
Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of
Tameside Metropolitan Borough
Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of Trafford
Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of Wigan
Borough Council

Signature:

Name:

Position:

Date:

Signed for and on behalf of NHS
Greater Manchester Integrated Care
Board

Signature:

Name:

Position:

Date:

Appendix – Memorandum of Understanding

DRAFT