

Funding agreement between Leeds City Council and Marketing Leeds

2009/10



This is a funding agreement between:

"THE COUNCIL"	"THE ORGANISATION"
Leeds City Council Chief Executive's Office 3 rd Floor East Civic Hall LS1 1UR	Marketing Leeds 53 The Calls Leeds LS2 7EY

Represented by:

"THE COUNCIL"	"THE ORGANISATION"
Paul Rogerson Chief Executive	Deborah Green Chief Executive

This agreement sets out the responsibilities of Leeds City Council and Marketing Leeds in respect of the funding granted by Leeds City Council to Marketing Leeds in the financial year 2009/10.

1.0. Date

1.2. The agreement shall cover the period 1.4.09 to 31.3.10

2.0. Purpose of this Agreement

2.1. The purpose of this Agreement is:

- To regulate the payment of grant aid funding for the year ending 31 March 2010;
- To agree the terms and conditions of grant aid funding provided by the Council, and;
- To provide a basis for the relationship between the Council and the Marketing Leeds, without compromising the independence of either party.

3.0. Principles of the Agreement

3.1. The Council and Marketing Leeds agree the following:

- (a) The Agreement recognises that Marketing Leeds is established to pursue the objectives set out in its Business Plan and operates in accordance with its own policies, practices and procedures.
- (b) Marketing Leeds has been established by the Council and the Chamber of Commerce to act as the city's lead agency in raising the profile and status of Leeds, by informing and enhancing perceptions and working collaboratively to achieve maximum impact.

- (c) Variations to this funding agreement can only be made by specific written agreement between representatives of Marketing Leeds and the Council.
- (d) Funding is subject to the receipt of regular and satisfactory updates reporting progress against Marketing Leeds' agreed Business Plan objectives both to the Board of Marketing Leeds on a regular basis and, at least once a year, to the Council via the Chief Executive.
- (e) Funding in subsequent years is subject to the satisfactory fulfilment of the agreed obligations in relation to this Agreement and satisfactory performance according to the criteria laid down in Marketing Leeds' Business Plan.
- (f) If, at any time, a change in the level of funding becomes necessary, the Council will endeavour to give Marketing Leeds at least three months notice before implementing any change.
- (g) The parties hereto agree that the Funds shall be Marketing Leeds' sole entitlement to money from the Council in relation to this specific Agreement, unless specifically agreed otherwise.
- (h) Marketing Leeds will use the Leeds City brand on all appropriate marketing materials and the Leeds City Council logo where appropriate, particularly where partnership support and activity is apparent, as laid out in the Council's Corporate Identity Guidelines.

4.0 Funding

- 4.1 Following receipt of a signed copy of this funding agreement and subject to the receipt of the regular progress reports referred to in paragraph 3.1(d) above, an amount totalling £400,000 for the financial year 2009/10 will be paid by the Council to Marketing Leeds in quarterly instalments of £100,000 in advance.

5.0 Insurance

- 5.1 Marketing Leeds shall maintain employers' liability insurance to a minimum value of ten million pounds and public liability insurance to the value of five million pounds or such other value as is agreed between the parties with a reputable insurance firm. Marketing Leeds shall also provide such documentary evidence that the levels of insurance are being maintained in accordance with this clause and at such times as are required by the Council.

6.0 Obligations of Marketing Leeds

- 6.1 The Council is providing these funds to enable Marketing Leeds to pursue its vision of "raising the regional, national and international profile of Leeds, as a vibrant, dynamic, internationally competitive city region and as the gateway to Yorkshire and the UK".
- 6.2 In progressing this vision, Marketing Leeds will be expected to contribute to the delivery of the Vision for Leeds 2004-2020, particularly the vision's themes of Going up a League and developing Leeds' role as the Regional Capital. Whilst the principal focus of Marketing Leeds' activity should be on marketing and profile raising activity outside of the city in order to raise the city's profile at the international level, it is also important that Marketing Leeds' activities recognise the contribution they can also make to the city's Narrowing the Gap aspirations. Therefore, Marketing Leeds, working collaboratively with others, should seek to maximise the involvement of local agencies and communities, wherever possible, in its activities.

6.3 Marketing Leeds will aim to achieve the following objectives:

- To provide a leadership role for the city's marketing, acting as a catalyst for change and challenging the status quo where necessary.
- To re-energise the city's marketing and to deliver innovative marketing and promotional campaigns and events to support the delivery of real economic impact and the creation of wealth for the region.
- To secure and co-ordinate commitment, support and create collaboration from key business sectors in the city, delivering measurable benefits to stakeholders. Working in partnership with public agencies, business and our multi-cultural society.
- To deliver tangible, commercial results maximising economic and promotional impact.

6.4 Marketing Leeds will also aim to achieve the following outcomes for Leeds:

- High level recognition with key opinion formers in the UK and internationally.
- Common and consistent messages about Leeds and its potential for trade and investment.
- Maximising international trade and inward investment opportunities.
- Maximising international business and leisure visitors.
- Maximising UK visitors.
- Established joint working across a wide range of city agencies and sectors.
- Maximised impact and relevance of city events through collaborative working.
- More business to business interaction and networking through the Champion's scheme.

6.5 In progressing its objectives, Marketing Leeds will need to support the city in the delivery of the Leeds Strategic Plan (2008-2011). Whilst there are a number of Strategic Outcomes and Improvement Priorities that Marketing Leeds' work will contribute to, Marketing Leeds has a key role to play in our stated priority to "Increase international communications, marketing and business support activities to promote the city and attract investment".

6.6 Under this priority, the Council with its partners has agreed two key performance indicators as follows:

- (a) Percentage of UK residents surveyed who regard Leeds as a great place to live, and;
- (b) Improve Leeds' image as a major centre for business.

6.7 Both of these indicators are new and targets and milestones will be determined following the establishment of a baseline in early 2009. Marketing Leeds will be expected to assist in the development of these new indicators and establishment of baseline data. Once the baseline has been established and future years targets set, Marketing Leeds' performance will be considered against such agreed targets.

6.8 A copy of Marketing Leeds' Business Plan for 2009/10 and the Activity and Events Summary 2009/10 is attached detailing the key activities that the monies provided by this Agreement will be supporting.

6.9 General obligations include:

- (a) Marketing Leeds will use all reasonable endeavours to meet the target outcomes and performance indicators as detailed in its Business Plan.
- (b) Marketing Leeds shall perform its duties using all skill, care and attention as that of a reasonable competent body carrying out the same business as Marketing Leeds.
- (c) The Council will share relevant information with Marketing Leeds about the functions to be carried out under the agreement.
- (e) Marketing Leeds will provide information for the Council, and abide by general and special conditions, as required by this Agreement.
- (f) Marketing Leeds shall keep confidential at all times all information which comes into its possession relating to this Agreement, excepting when:
 - it has the Council's prior written consent;
 - the information is requested by the Council as part of this Agreement;
 - it is required to do so by Law or Statute.
- (g) Marketing Leeds shall abide by all relevant Health and Safety Legislation and Regulations at all times.
- (h) Marketing Leeds is not and shall not in any circumstances hold itself out as being the servant of the Council for any purpose other than those expressly conferred by this Agreement.
- (i) Marketing Leeds is not and shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance variation or release or discharge of any obligation.
- (j) The staff of Marketing Leeds are not and shall not hold themselves out to be and shall not be held out by Marketing Leeds as being servants or agents of the Council for any purpose other than that expressly conferred by this Agreement.
- (k) Marketing Leeds must take all reasonable steps including all preliminary investigations and enquiries to prevent the risk of fraud to the Council. Where such preliminary investigations suggest the possibility of fraud or other irregularity affecting the resources of the Council, Marketing Leeds shall immediately inform the Council.
- (l) Marketing Leeds shall at all times abide by the Human Rights Act 2000.
- (m) Funded organisations must not contravene the Local Government Act of 1986, regarding the publication of political material.
- (n) Marketing Leeds must be aware of the principles of equal opportunities, and is responsible for implementing an equal opportunities policy in all aspects of its activity.
- (o) Marketing Leeds must carry out its business within any other relevant government legislation, including that to do with employing staff. Marketing Leeds is responsible for getting any licenses, permissions and insurances that are necessary by law.

7.0 Financial Monitoring

- 7.1 Marketing Leeds shall keep and maintain accurate financial records of its transactions and shall provide copies of the annual audited accounts to the Council and provide financial

information at such other times as reasonably requested by the Council.

- 7.2 The Council shall be entitled to withhold any or all of the Funds paid throughout the duration of this Agreement and/or to require re-payment of part or all of such Funds in the event of any of the following circumstances:
- 7.2.1 Marketing Leeds does not spend the full amount of such Funds;
- 7.2.2 Any of the information provided by Marketing Leeds in order to access the Funds is found to be substantially incorrect or incomplete.
- 7.2.3 Marketing Leeds is in breach of any term of this Agreement and has failed to remedy such breach within twenty eight days of receipt of notice of such breach from the Council.
- 7.3 The Council may suspend payment of the Funds if Marketing Leeds does not provide the Council with a copy of the Audited accounts within 1 month of publication. Recommencement of the payment of the Funds shall be dependent upon the Council's approval at its sole discretion upon submission of the audited accounts.
- 7.4 The Funds shall only be used for the purposes of this Agreement. The Council may require repayment of all the Funds paid under this Agreement or such part thereof as the Council deems appropriate in its sole discretion should the Funds be used for purposes outside the scope of this Agreement.

8.0 Performance Monitoring Arrangements

- 8.1 Marketing Leeds shall provide the Council with regular reports and financial statements which shall detail areas of activity and progress against objectives and specify how the funding received from the Council has been used. Such documents shall include, but shall not be limited to, Marketing Leeds' annual Business Plan and Activity and Events Summary and the company's audited annual accounts. It is acknowledged by the Council that the Business Plan and Activity and Events Summary may, from time to time, be updated by Marketing Leeds. Marketing Leeds is, therefore, required to let the Council have updated copies of both the Business Plan and the Activity and Events Summary as and when such documents are substantively updated.
- 8.2 The performance of Marketing Leeds will be monitored by its appointed Directors to the Board of Marketing Leeds; by formal reports to the Council via the Chief Executive, and through other reporting mechanisms as the Council may, from time to time, specify. Specifically, funding is subject to the receipt of regular and satisfactory updates reporting progress against Marketing Leeds agreed Business Plan objectives both to the Board of Marketing Leeds on a regular basis and, at least once a year, to the Council via the Chief Executive.
- 8.3 In accordance with the Council's arrangements for managing performance against the Leeds Strategic Plan 2008-2011, once the baseline has been established in early 2009 and future years targets set, Marketing Leeds will be required to provide such information as may be required to ascertain progress against relevant indicators, most notably:
- (a) Percentage of UK residents surveyed who regard Leeds as a great place to live, and;
 - (b) Improve Leeds' image as a major centre for business.
- 8.4 Marketing Leeds shall provide all relevant information and related materials, at such times as the Council shall reasonably request such items, in order for the Council to monitor, evaluate and review Marketing Leeds' performance with regard to the Council's requirements in respect of this Agreement.
- 8.5 In accordance with the Council's political governance arrangements, officials of Marketing Leeds may be expected, from time to time, to attend meetings of the Council's Executive

Board or relevant Scrutiny Committee to consider performance matters as identified within this Agreement.

9.0 Termination

- 9.1 In the event that Marketing Leeds is in breach of this Agreement the Council shall serve notice on Marketing Leeds of such breach. Should the breach not be remedied within twenty eight days of the receipt of such notice, the Council may terminate this Agreement forthwith without further notice and reclaim such quantity of the Funds as the Council deems appropriate in its sole discretion in the circumstances.
- 9.2 The Council shall be entitled to cancel this Agreement and to recover from Marketing Leeds the amount of any loss resulting from such cancellation if:
 - 9.2.1 Marketing Leeds shall have offered or given or agreed to give to any person any gift or consideration of any kind inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other contract with the Council;
 - 9.2.2 Or the like acts shall have been done by any person employed by Marketing Leeds or acting on its behalf (whether with or without the knowledge of Marketing Leeds);
 - 9.2.3 Or in relation to any contract with the Council, Marketing Leeds or person employed by it or acting on its behalf shall:
 - have committed any offence under the Prevention of Corruption Acts 1889 to 1916; or
 - have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.
- 9.3 Any disputes or differences arising as between the Council and the Company as to their respective rights duties or obligations or as to any other matter or thing arising out of or connected with the subject matter of this Agreement (other than as herein provided) shall be referred in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties or failing agreement within seven days of a written request by one of the parties requesting such agreement then (upon the request of either of the parties) to a person nominated as arbitrator by the President for the time being of the Royal Institution of Chartered Surveyors.
- 9.4 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers and obligations in the exercise of its functions as a local authority.

10.0 Indemnity

- 10.1 Marketing Leeds shall indemnify the Council against any loss claim and expenditure (over and above that required for the Council's proper performance of this Agreement) resulting from the performance of Marketing Leeds excepting in so far as such loss claim and expenditure is the result of the Council's negligence.
- 10.2 Without prejudice to the generality of clause 10.1, Marketing Leeds shall indemnify the Council against any loss claim or expenditure resulting from a breach of clause 6.9 (I).

11.0 Declaration

This Agreement was signed by:

.....	Date.....
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For Leeds City Council

And

..... Date.....

For Marketing Leads