

**DATED**

**2020**

**CENTRAL LONDON FORWARD**

**JOINT VENTURE AGREEMENT BETWEEN:**

- (1) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER**
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**
- (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON**
- (4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH**
- (5) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK**
- (6) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA**
- (7) THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON**
- (8) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH**
- (9) THE MAYOR AND BURGESSES OF LONDON BOROUGH OF HACKNEY**
- (10) THE MAYOR AND BURGESSES OF LONDON BOROUGH OF HARINGEY**
- (11) THE MAYOR AND BURGESSES OF LONDON BOROUGH OF LEWISHAM**
- (12) THE MAYOR AND BURGESSES OF LONDON BOROUGH OF TOWER HAMLETS**

**The Comptroller and City Solicitor**

**Guildhall**

**London EC2P 1EJ**

**AN AGREEMENT** (hereinafter called “the Agreement”) made this        day of                    2020

**BETWEEN:**

- (1) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of Westminster City Hall, 64 Victoria Street, London SW1E 6QP;
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9JE;
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall, Upper Street, N1 2UD;
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of Town Hall, Brixton Hill, London SW2 1RW;
- (5) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of Town Hall, Peckham Road, London SE5 8UB;
- (6) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of Town Hall, Horton Street, London W8 7NX;
- (7) **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** of PO Box 270, Guildhall, London EC2P 2EJ;
- (8) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH** of The Town Hall, Wandsworth High Street, London SW18 2PU;
- (9) **THE MAYOR AND BURGESSES OF LONDON BOROUGH OF HACKNEY** of Hackney Town Hall, Mare Street, London E8 1EA;
- (10) **THE MAYOR AND BURGESSES OF LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green, London N22 8LE;
- (11) **THE MAYOR AND BURGESSES OF LONDON BOROUGH OF TOWER HAMLETS** of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG; and
- (12) **THE MAYOR AND BURGESSES OF LONDON BOROUGH OF LEWISHAM** of Town Hall, Catford, London SE6 4RU.

**(hereinafter jointly referred to as the “Parties” or “Central London Forward” or “CLF” and individually as a “Party”).**

**WHEREAS**

- (A) Central London Forward or CLF is a strategic partnership created to enable member authorities to work together on strategic areas of interest.
- (B) The member authorities are made up of Full Members and Associate Members as defined below and each are a Party to the Agreement.
- (C) The Parties entered into a joint venture agreement for Central London Forward on 11 February 2008 (“First Agreement”) which was subsequently varied on 8 June 2009 (“First Extension”), 20 March 2012 (“Second Extension”) and 12 February 2015 (“Third Extension”) and together known for the purposes of this Agreement as “the Preceding Agreements”. The term of the Preceding Agreements expires on 31 March 2020.
- (D) The Parties wish to enter into new arrangements for the purpose of working collaboratively to:
  - Sustain the economic growth of Central London; and
  - Ensure a fairer distribution of the proceeds of growth within Central London.

(the “Main Objectives”)

(E) The City of London Corporation acts as the Contracting Body for Central London Forward.

IT IS HEREBY AGREED between the Parties as follows:-

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

<b>“Associate Members”</b>	means those members which will participate in and take an equal role in shaping and implementing any Central London Forward work on employment or skills initiatives, lobbying or policy. This will include but is not limited to ongoing participation in the devolved Work and Health Programme and skills devolution in Central London. <b>Associate Members</b> are: The Mayor and Burgesses of London Borough of <b>Haringey</b> ; and The Mayor and Burgesses of London borough of <b>Lewisham</b> .
<b>“Central London Forward Board” or “the Board”</b>	means the Board established in accordance with Clause 4;
<b>“Commencement Date”</b>	means 1 April 2020;
<b>“Contracting Body”</b>	means the Mayor and Commonalty and Citizens of the City of London (the <b>“City of London Corporation”</b> );
<b>“Expiry Date”</b>	means 31 March 2024;
<b>“Full Members”</b>	will participate and take an equal role in shaping and implementing all Central London Forward work, as directed by the Board to achieve the priorities agreed by the Board and further the interests of Central London. <b>Full Members</b> are: The Lord Mayor and Citizens of the City of <b>Westminster</b> ; The Mayor and Burgesses of the London Borough of <b>Camden</b> ; The Mayor and Burgesses of the London Borough of <b>Islington</b> ;

The Mayor and Burgesses of the London Borough of **Lambeth**;  
The Mayor and Burgesses of the London Borough of **Southwark**;  
The Mayor and Burgesses of the Royal Borough of **Kensington and Chelsea**;  
The Mayor and Commonalty and Citizens of the **City of London**;  
The Mayor and Burgesses of the London Borough of **Wandsworth**;  
The Mayor and Burgesses of London Borough of **Hackney**; and  
The Mayor and Burgesses of London Borough of **Tower Hamlets**.

**“Principles”**

means the principles of membership adopted by the Parties as set out in Appendix 1 (**“Principles of Membership”**);

- 1.2 Words importing the singular shall include the plural and vice versa, words importing any gender shall include both genders and words importing persons shall include bodies incorporate, unincorporated associations and partnerships.
- 1.3 Clause headings are inserted for reference only and shall not affect the interpretation or construction of this Agreement.
2. **COMMENCEMENT AND DURATION**
  - 2.1 The Agreement shall commence on the Commencement Date and shall expire on the Expiry Date unless terminated earlier in accordance with the provisions of Clause 9 below.
  - 2.2 The Agreement may be extended beyond the Expiry Date by agreement of all Parties in writing.
3. **OBJECTIVES AND PROJECTS**
  - 3.1 The Main Objectives of Central London Forward are set out in Recital D above.
  - 3.2 The Main Objectives shall be delivered by:
    - 3.2.1 Facilitating relationships and networks for borough Leaders, councillors and officers to enable the sharing of innovations and good practice between boroughs;
    - 3.2.2 Supporting the development and agreement of consensus or recognition of common opportunities and challenges through research, policy inquiries and engaging external expertise;
    - 3.2.3 Lobbying and influencing national and regional policy makers to secure better outcomes for Central London;
    - 3.2.4 Supporting boroughs to take collective action to test or implement new approaches that deliver on our priorities.

- 3.3 Further activities may be undertaken by the Parties as agreed by the Board from time to time.
- 3.4 The Board may review and amend the Main Objectives and activities at any time during the term of this Agreement.
- 3.5 The activities referred to in Clauses 3.2, 3.3 and 3.4 are hereafter referred to as “the Programme”.
- 3.6 The Parties may agree to work on specific projects in furtherance of the Parties’ objectives (“Special Projects”). In relation to Special Projects, each Party shall be individually responsible for any claims, expenses, actions, demands, costs and liabilities arising from any such Party’s breach of their obligations hereunder or any negligence or wrongful act. To the extent that the Contracting Body, or any other Party, suffers a loss as a result of any one or more Party’s breach of their obligations hereunder including any negligent or wrongful act, that Party individually or Parties if more than one, shall fully indemnify the Contracting Body, and any other affected Party for its losses.

#### 4. **GOVERNANCE**

- 4.1 Each of the Parties shall nominate a leader (“Leader”) as its representative on the Board and a deputy (“Substitute”) as a substitute representative to the Board if the Leader is unable to attend a particular meeting.
- 4.2 The functions of the Board are as follows:
  - 4.2.1 To agree the work priorities of the Central London Forward Team;
  - 4.2.2 To agree the strategy for the future of Central London Forward;
  - 4.2.3 To agree appropriate sources of funding;
  - 4.2.4 To agree promotional activities;
  - 4.2.5 To approve an annual financial report;
  - 4.2.6 Any other functions agreed by the Board.
- 4.3 The Board shall hold a minimum of three meetings each year.
- 4.4 The Chair and the Deputy Chair of the Board shall be elected by simple majority.
- 4.5 The term of office of the Chair is two years, at the conclusion of which the Chair shall retire. When the Chair retires unless the Board otherwise determines, he or she shall be succeeded by the Deputy Chair and a new Deputy Chair elected.
- 4.6 The quorum for the transaction of the business of the Board is one half of the representatives entitled to be present at the meeting, rounded up to the nearest whole number if the number of such representatives is uneven. Substitute representatives shall count towards a quorum.
- 4.7 The Board shall endeavour to reach unanimous agreement on any decisions to be made. If the Board is unable to agree unanimously on any decision to be made, a vote shall be taken. Unless expressly indicated otherwise in this Agreement, all decisions of the Board shall be taken by a simple majority vote. The Chair shall exercise a second or casting vote in the event of an equality of votes.
- 4.8 The Board may admit new members either as Full Members or Associate Members.
- 4.9 Associate Members may request a change in their membership to become Full Members. Full Members may agree to a request from Associate Members or propose a change in membership.
- 4.10 The Board may establish such sub-committees or steering or working groups as it considers appropriate.

## **5. OFFICER GROUPS**

- 5.1 The Chief Executive Group shall comprise representatives nominated by each of the Parties, usually the Chief Executive of the member authority, and may also include other members nominated by the Board and such other co-opted members as the Chief Executive Group shall admit to membership.
- 5.2 The members of the Chief Executive Group shall elect one of their number to chair meetings of the Chief Executive Group.
- 5.3 The Chief Executive Group will advise and make recommendations to the Board regarding the implementation of the Programme and shall discharge such other functions as are delegated to it by the Board.
- 5.4 The Board, Chief Executive Group and Central London Forward Team may create or request the creation of other groups to engage with borough officers and other stakeholders or to deliver specific tasks.

## **6. CENTRAL LONDON FORWARD TEAM**

- 6.1 The Central London Forward Team shall implement the Programme and shall comprise a Director and such other staff as required to deliver the Programme. Staffing shall be reported to the Board annually or upon request. The Central London Forward Team shall be employed by the Contracting Body on behalf of the Board and shall be responsible to the Board.

## **7. CONTRACTING BODY**

- 7.1 Subject to Clause 7.3 below, the City of London Corporation shall act as the Contracting Body on behalf of the Parties for the duration of the Agreement. The Contracting Body shall employ the Central London Forward Team and enter into other contracts on behalf of the Parties as directed by the Board.
- 7.2 The Contracting Body shall discharge the functions of employer in relation to the Central London Forward Team and shall oversee the work programme of the Central London Forward Team as agreed by the Board.
- 7.3 In carrying out its functions hereunder, the Contracting Body shall comply with all relevant legislation, regulations and guidance.
- 7.4 The Contracting Body's costs, expenses and liabilities reasonably incurred in employing the Central London Forward Team and carrying out such other functions as agreed by the Board shall be met from the contributions of the Parties under Clause 8.
- 7.5 The Contracting Body shall indemnify each of the other Parties against all losses claims expenses actions demands costs and liability arising from any breach of the Contracting Body's obligations hereunder or any negligent or wrongful act, omission or default by the Contracting Body in relation to the performance of its obligations hereunder.
- 7.6 In the event the Contracting Body serves notice of termination under Clause 9.3, the Board may appoint another of the Parties (with the agreement of the Party concerned) to act as Contracting Body.
- 7.7 In the event there is a change in the Contracting Body, the Party which has been acting as Contracting Body (the "Outgoing Contracting Body") shall as soon as reasonably possible provide to the Party proposing to act as Contracting Body (the

“Incoming Contracting Body”) such information as the Incoming Contracting Body may reasonably require, including:

- 7.7.1 the Outgoing Contracting Body’s accounts insofar as they relate to its activities as Contracting Body;
- 7.7.2 all information required under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

## **8. FUNDING AND CONTRIBUTIONS TO ADMINISTRATIVE COSTS**

- 8.1 Each Full Member shall contribute £40,000 (forty thousand pounds) each year of the Agreement and each Associate Member shall contribute £20,000 (twenty thousand pounds) each of the Agreement (“Contributions”). The CLF Team will issue invoices to member boroughs by 30 April each financial year with payment of Contributions to be made by 30 June. Funding contributions will be approved by the Board annually, within the annual financial report.
- 8.2 Contributions shall be applied towards the costs incurred by the Contracting Body under Clause 8 and otherwise in furtherance of the Programme.
- 8.3 The Parties may seek additional funding from external sources where relevant and available to support the delivery of the Programme.
- 8.4 The Director shall provide an annual financial report to the Board in quarter 3 of each financial year throughout the duration of the Agreement, setting out expenditure within year and the budget for the following financial year. Additional financial reports shall be made available at the Board’s request or where issues, risks or opportunities arise, and the accounts of Central London Forward shall be open to audit at the reasonable request of any Party to the Agreement.
- 8.5 Any cost incurred by the Contracting Body in connection with redundancies (if any) of members of the Central London Forward Team arising from the termination of the Agreement (“Redundancy Cost”) shall be met as follows:
  - 8.5.1 First, from any unexpended part of the contributions made by the Parties under Clause 9.1 after all other costs associated with the Agreement and its termination have been met.
  - 8.5.2 Secondly, by each of the Parties (which term shall, for the purposes of this Clause 8.5 and Clause 10.1 be deemed to include any Party which has at any time been a member of Central London Forward whether or not it was a member at the time the liabilities were incurred) paying to the Contracting Body on demand a share of any remaining part of the Redundancy Cost calculated as follows:
    - 8.5.2.1 the aggregate Redundancy Cost shall be divided by the number of Parties
    - 8.5.2.2 any Party which was or has been a member of Central London Forward for a period less than the period during which the Agreement has been in force will be liable to pay a percentage of the cost calculated under Clause 8.5.2.1 in accordance with the proportion

which its length of membership bears to the duration of the Agreement;

8.5.2.3 any sums calculated under Clause 8.5.2.2 shall be subtracted from the aggregate Redundancy Cost and the balance shall be divided evenly between those Parties which have been members of Central London Forward for the entire duration of the Agreement. Each such member shall be liable to contribute the sum so calculated.

8.6 In the event that upon termination of the Agreement under Clause 9.1 and following payment of all costs associated with the termination including the Redundancy Cost any funds provided pursuant to this Clause remain unexpended, such funds shall be returned to the Parties in the same proportions as the respective contributions of the Parties to the date of termination.

## 9. **TERMINATION AND BREACH**

9.1 The expiry by effluxion of time or termination of the Agreement however caused and the servicing of notice to terminate shall be without prejudice to any obligations or rights of any of the Parties which have accrued prior to such termination and shall not affect any provision of the Agreement which is expressly or by implication provided to come into effect on or to continue in effect after such termination.

9.2 Any Party to the Agreement may give nine months' written notice of withdrawal from the Agreement to take effect on 31 March in any year. The Board may determine that a shorter period of notice may be accepted in any particular case.

9.3 Without prejudice to any other rights or remedies the Agreement may be terminated by the City of London Corporation (or any other Party which has been appointed Contracting Body under Clause 8.5 above) with respect to its role under the Agreement as Contracting Body for Central London Forward by nine months' written notice to the other Parties to take effect on 31 March in any year throughout the duration of the Agreement.

9.4 The Agreement may be terminated in relation to any Party hereto by the Board by written notice from the Contracting Body effective on receipt on the occurrence of any of the following events:

9.4.1 where that Party breaches any of the provisions of the Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of being notified of each breach by any other Party hereto and being required to remedy the same;

9.4.2 where by reason of any change in law or other reason not attributable to the fault of the Parties one or more of the Parties shall be prohibited or prevented from giving effect to their obligations hereunder.

9.5 Where the Contracting Body is the Party to whom Clause 9.4.1 or 9.4.2 above applies, the Agreement may be terminated in relation to the Contracting Body by another Party to the Agreement which consents to act for this purpose by written notice effective on receipt.

9.6 In the event the Agreement should be terminated with respect to the Contracting Body, the Board shall by notice in writing to each of the Parties invite them to act as Contracting Body. In the event that none of the Parties agrees to act as Contracting Body within 30 days of receipt of such notice, the Agreement shall terminate forthwith and the provisions of Clause 10 Shall apply.



9.7 The Parties may at any time prior to the expiry of the Agreement by unanimous vote agree to terminate the Agreement and the provisions of Clause 10 shall then apply.

**10. DISSOLUTION**

10.1 In the event of dissolution of Central London Forward, any assets remaining after all liabilities have been discharged shall be distributed among the Parties (as defined in Clause 9.4.2 above) in the same proportions as the respective contributions of the Parties to the date of dissolution.

**11. NOTICES**

11.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the address as the recipient may designate by notice given in accordance with the provisions of this Clause. Any such notice may be delivered personally or by first class prepaid letter and shall be deemed to have been served if by personal delivery when delivered and if by first class post 48 hours after posting.

**12. ASSIGNMENT**

12.1 None of the Parties may assign its rights and obligations in whole or in part hereunder without the prior written consent of the Parties hereto.

**13. CONTINUING AGREEMENT**

13.1 The rights and obligations which expressly or by their nature are intended to survive the expiry or termination of the Agreement shall so survive and bind the Parties, their legal representatives, successors and assigns.

**14. GOOD FAITH**

14.1 Each of the Parties undertakes with each of the other Parties to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of the Agreement.

**15. ENTIRE AGREEMENT**

15.1 The Agreement constitutes the entire agreement between the Parties with respect to the matters dealt with herein and supersedes any previous agreement between the Parties in relation to such matters. No variation of the Agreement shall be valid or effective unless made by one or more instruments in writing signed by all the Parties.

**16. NO PARTNERSHP**

16.1 Nothing in the Agreement shall constitute or be deemed to constitute a partnership between any of the Parties and none of them shall have any authority to bind the other Parties in any way.

**17. WAIVER**

17.1 No failure to exercise and no delay in exercising on the part of any of the Parties any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof of the exercise of any other right power or privilege. The rights and

remedies provided in the Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

**18. SEVERABILITY**

18.1 Notwithstanding that any provision of the Agreement may prove to be illegal or unenforceable the remaining provisions of the Agreement shall continue in full force and effect.

**19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

19.1 Nothing contained in the Agreement confers or purports to confer any rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a Party hereto.

**20. DATA PROTECTION**

20.1 The Parties shall comply with their obligations under the Data Protection Act 2018 and the General Data Protection Regulations (EU) 2016/679 as applicable and shall do nothing to put the other Parties in breach of such obligations.

**21. CONFIDENTIALITY**

21.1 Neither the Parties or their employees or agents shall divulge to any third party or dispose of or part with possess, custody or control of any confidential matter or information including but not limited to information relating to the business affairs and dealings of the Parties provided to any Party or otherwise coming into the possession or knowledge of the Party in the course of the performance of the Agreement ("Confidential Information"), other than in accordance with the express provisions of the Agreement; or with the written consent of that Party; or if the Confidential Information:

21.1.1 is or becomes public knowledge (otherwise than by breach of this condition); or

21.1.2 comes into the possession of any Party without restriction as to its disclosure; or

21.1.3 is received from a third party which lawfully acquired it and who is under no obligation restricting its discharge; or

21.1.4 is required to be disclosed by law or by order of a court of competent jurisdiction or by any governmental or regulatory authority; or

21.1.5 is required by the professional advisers of the Parties where reasonably necessary to provide professional advice.

21.2 For the avoidance of doubt, where a request for the disclosure of a document or information which is commercially sensitive or confidential is received by a Party from a third party pursuant to the Freedom of Information Act 2000, the Party in receipt of the request shall, after consulting with the other Parties, decide whether the need to maintain the confidentiality of the document or information is outweighed by the public interest requirement for disclosure.

**22. EQUAL OPPORTUNITIES**

22.1 The Parties agree that they will not unlawfully discriminate within the meaning and scope of the Equality Act 2010.

**23. EXECUTION**

23.1 The Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

**SIGNED BY:** ..... a duly authorised signatory of

## **Appendix 1**

### **Principles of Membership**

The Central London Forward Board (the “Board”) discussed and agreed the following principles of membership in November 2018. The Parties agree to adopt these principles when operating as Central London Forward.

#### **1. Cross party working**

- 1.1. A key strength of Central London Forward is the commitment of Members to cross party working which has been sustained since the creation of Central London Forward in 2007. Borough leaders work to maintain and develop relationships with each other in Central London through changes in leadership in order to work in the interests of Central London residents, businesses and workers.
- 1.2. CLF believe that a diversity of political views, and the consequent debate and compromise, adds significant value to the collective work of Central London Forward and that this should be maintained regardless of changes in the wider political balance of Central London.
- 1.3. This commitment to cross party working is formalised in the agreement that the Chair and Deputy Chair will always be selected from different political parties, or from a different party from the previous political incumbent where one of these roles is held by the City of London Board member. This will be regardless of the overall political balance of the Board.

#### **2. Consensus decision making**

- 2.1. The Board shall endeavour to reach unanimous agreement on any decisions to be made.
- 2.2. In forming a consensus view to which all Board members can agree discussions should focus on:
  - 2.2.1. The alignment of the recommendation to the agreed aims of Central London Forward, as directed by the Board and set out in the business plan and / or other agreed strategies;
  - 2.2.2. Evidence that the matter affects the residents, workers or businesses in Central London (i.e. can be seen as an issue for Central London and not for one or more boroughs within the area); and
  - 2.2.3. The rationale for a common position or collaboration.

2.3. Central London Forward believe that consensus decision making results in better decisions and as has value in itself as it supports greater precision and understanding between partners.

3. Collaboration

3.1 Central London Forward provides a forum for collaboration between member boroughs. Continued collaboration in the identification of issues, the design of measures to address them and the delivery of services between Central London Forward Members will support improved outcomes for our residents, businesses and workers.

3.2 The preferred delivery mechanism for new collaborative initiatives or programmes should be by Member boroughs working on behalf of the Board. Where appropriate this should be groups of boroughs collaborating, with the support of the Central London Forward team, and reporting progress and outcomes back to the Board or delegated Board members. Central London Forward will support the sharing of learning and innovation between Member boroughs and provide a vehicle through which resources, and risks, can be shared to support delivery.

3.3 Where the Board do not believe that borough-led delivery would be appropriate, Central London Forward could be directed to do so. In these cases, Central London Forward's first approach will be to secure agreements to share or second borough officers to maximise the knowledge and experience retained by boroughs.