



The Herts Sports Partnership

MEMORANDUM OF UNDERSTANDING

April 2009 – March 2012

“*the Host Agency*”
University of Hertfordshire

and

“*the Core Funding Partners*”

Hertfordshire County Council, Broxbourne Borough Council, Dacorum Borough Council, East Herts District Council, Hertsmere Borough Council, North Herts District Council, St Albans City and District Council, Stevenage Borough Council, Three Rivers District Council, Watford Borough Council, Welwyn Hatfield Borough, University of Hertfordshire

Definition of Terms

The Herts Sports Partnership (known as *The Partnership*) - Partnership of agencies and individuals who actively contribute to increasing participation and widening access to sport and physical activity and the achievement of sporting success

Host Agency – The University of Hertfordshire

Core Funding Partners - Hertfordshire County Council, Broxbourne Borough Council, Dacorum Borough Council, East Herts District Council, Hertsmere Borough Council, North Herts District Council, St Albans City and District Council, Stevenage Borough Council, Three Rivers District Council, Watford Borough Council, Welwyn Hatfield District, University of Hertfordshire.

Executive Board – The business of the Partnership shall be conducted by an Executive Board made up of a Chair, Vice Chair, and Honorary Treasurer and up to twenty-seven additional members (thirty in total). A management sub board will be delegated to deal with management, organisational and finance issues.

Members – Open membership which includes Individuals, County Governing Bodies of Sport, Health, Education, School Sports Partnerships, Businesses, Leisure Operators and many others.

Team – Core team of professional staff.

THIS MEMORANDUM OF UNDERSTANDING is made on behalf of the Herts Sports Partnership

BETWEEN:

- (1) University of Hertfordshire (“the Host Agency”); and
- (2) (“the *Core Funding Partners*”) Hertfordshire County Council, Broxbourne Borough Council, Dacorum Borough Council, East Herts District Council, Hertsmere Borough Council, North Herts District Council, St Albans City and District Council, Stevenage Borough Council, Three Rivers District Council, Watford Borough Council, Welwyn Hatfield Borough, University of Hertfordshire

1. Background

- 1.1 The Partnership made up of the *Host Agency*, *Core Funding Partners*, *Team* and *Members* share the objective of increasing participation in sport and physical activity within Hertfordshire. The Partnership will work to develop sporting activity in the County for the benefit of all communities and on behalf of all member organisations. It will operate at a strategic level and aim to change things for the better, for sports development and sports people at every level.
- 1.2 It is acknowledged that the *Host Agency* will employ Employees to facilitate that objective and that accordingly the *Host Agency* may incur liabilities.

- 1.3 The *Host Agency* and the *Core Funding Partners* wish to record their understanding in relation to the manner in which any claims are dealt with and as to how any liabilities that may arise will be apportioned between them.

2. Structure

This Memorandum will set out the relationship between the *Host Agency* and *Core Funding Partners* who have chosen to work together to meet the aims and objectives identified in the constitution of the Partnership and which are parties to this Memorandum. It will also identify the agreed responsibilities and commitments of each *Core Funding Partner* and the *Host Agency*.

3. Core Funding Partners

It should be noted that these are shared responsibilities between all Core Funding Partners

Core Funding Partners of the Partnership agree to:

- 3.1 Work co-operatively to achieve the agreed aims and objectives of the Partnership identified in the constitution
- 3.2 Provide resources as identified in the Business Plan until March 2012 as agreed within this Memorandum.
- 3.3 Provide the *Host Agency* with sufficient additional resources, both human and financial and other as identified in the Business Plan, to meet the aims and objectives of the Partnership during the time scale agreed in this Memorandum should the need arise.
- 3.4 Pay into the *Host Agency / Partnership* bank account £5961.06 (08/09) towards the cost of administration, equipment, hire of facilities, training, promotion and publicity, salaries and on-costs, travel and subsistence for each year of the funding period of the Award, incurred in implementing the aims and objectives of the Partnership. This will increase annually in line with the Retail Price Index (RPI).
- 3.5 In the event that, pursuant to the *Host Agency's* statutory responsibilities as the employer of the Director and Team, the *Host Agency* is obliged to make compensation for unfair dismissal or redundancy and other relevant payments, to pay to the *Host Agency* its share of such amount.^(1 see below)

4. Host Agency

- 4.1 The *Core Funding Partners* have agreed that the University of Hertfordshire will act as the *Host Agency*.
- 4.2 The *Host Agency* will appoint a Director who will be responsible for the management and development of the Partnership.

5. Host Agency Powers

- 5.1 The *Host Agency* warrants, undertakes and agrees that it has the power to and is authorised to:
- 5.1.1 Apply for in its own name and accept the Awards (and each of the terms and conditions thereof) which shall be binding on the Partnership.
- 5.1.2 Repay the Awards if required under the terms and conditions of the Awards.

6. Responsibilities of the Host Agency

- 6.1 The *Host Agency* agrees to undertake to the following responsibilities:
- 6.1.1 Statutory and contractual responsibilities as the direct employer of the Partnership Director and any additional staff employed through the Partnership as funded by the Partnership;

¹ In the event of redundancy, the cost will be split across all (12) funding partners including the University of Hertfordshire. Therefore in 2011/12 up to a maximum of £1200 from the original contribution from partners will be earmarked for redundancy payment should this be necessary.

- 6.1.2 Provision of human resources/personnel support for the recruitment of the core team
- 6.1.3 Line management of the Partnership Director.
- 6.1.4 Access to IT and provision of administrative support for the Director and Team (including secretarial support, telephones, photocopying and printing services).
- 6.1.5 Provision of access to internal training for the Director and Team
- 6.1.6 Provision of appropriate accommodation and office equipment for the Director and Team
- 6.1.7 Compliance with or procurement of compliance by the *Core Funding Partners*, in accordance with the terms and conditions of the Award.
- 6.1.8 Through the Director (or such other nominated individual approved by Sport England) the supervision of the progress, implementation and management of the Partnership.
- 6.1.9 Maintenance of the Partnership Budget Codes and the undertaking to deposit therein all sums received from Sport England pursuant to the Award.
- 6.1.10 To hold the Award on behalf of the Partnership and apply the Award towards the shared expenses incurred by the Partnership in implementing and managing the Partnership as agreed between the Core Funding Partners in writing from time to time.

7. The Partnerships Obligations to the Host Agency

- 7.1 The Partnership Executive Board through the Director and staff team agree to:
 - 7.1.1 In relation to the creation or delivery of the aims and objectives of the Partnership for which it is responsible under the terms of this Memorandum to comply with the terms and conditions of the Awards including (without prejudice to the generality of the foregoing):
 - 7.1.2 Establishing and maintaining such financial monitoring systems and provide such financial information and reports as may be required by Sport England and other funding agencies pursuant to the terms and conditions of the Award.
 - 7.1.3 Complying with the monitoring requirements of Sport England and other funding agencies
 - 7.1.4 Maintaining full and proper accounts and financial records regarding the implementation of the Partnership and providing access to such records to any representative or nominee authorised by the *Host Agency* and/or Sport England upon request.
 - 7.1.5 Maximising the promotion of the Partnership, Sport England's and other funding agencies contribution thereto.
 - 7.1.6 Applying any grant monies received from the *Host Agency* solely towards financing the costs of the Partnership.
 - 7.1.7 Not issuing any public release or holding any press conference regarding the Award and/or the Partnership without the prior consent of the *Host Agency* and Sport England.
 - 7.1.8 The production of periodic financial reports for the appropriate level management group.
 - 7.1.9 The production of an annual financial report.
 - 7.1.10 The compilation and maintenance of an asset register for the Partnership.

SCHEDULE

PARTICULARS: HOST AGENCY AND CORE PARTNERS AGREED CONTRIBUTIONS

All Core Funding Partners shall pay an annual sum of £5961.06 to the Herts Sports Partnership; this will be made in two payments

£5418.70 Partnership Funding payable to the University of Hertfordshire on behalf of the Herts Sports Partnership (invoice sent from the University)

£542.36 HSP Affiliation payable to the Herts Sports Partnership (invoice sent directly from the Herts Sports Partnership)

The University of Hertfordshire will provide this in the form of a reduced accommodation fee.

The annual sum will be increased annually in line with the Retail Price Index (RPI)