

Dated []

TOYNBEE HALL

and

x

COLLABORATION AGREEMENT

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This Agreement is made on [] **between:**

- (1) **Toynbee Hall**, a not-for-profit organisation having its registered office at 28 Commercial Street, London, E1 6LS ("**Toynbee Hall**"); and
- (2) **x**, a not-for-profit organisation having its registered office at x (the "**Participant**").

Whereas:

- (A) Toynbee Hall has entered into an agreement with x ("**x**") whereby x have agreed to pay a grant for the provision of x.
- (B) Toynbee Hall has appointed the Participant to provide certain services in relation to x on the terms and conditions set out in this Agreement.

It is agreed:

1 Definitions

"**Agreement**" means this agreement, including its schedules;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks in London are normally open for general business;

"**Commencement Date**" means x;

"**DPA**" means the Data Protection Act 1998, any subordinate legislation under that Act, and any other legislation in force in the United Kingdom which implements Directives 97/66/EC and 2002/58/EC, as each may be amended from time to time;

"**Grant**" means the grant from x to Toynbee Hall for the provision of x services;

"**Participant's Share of Grant**" means £x (inclusive of VAT if applicable), which is the proportion of the Grant that is payable by Toynbee Hall to the Participant in accordance with Clause 7;

"**Representative**" or "**Representatives**" means each representative nominated by one of the parties in accordance with Clause 5.1, or all of them, as the context may require; and

"**Services**" means the services provided by the Participant to members of the public relating to debt and money advice and associated obligations as set out in Schedule 1.

2 Term

This Agreement commences on the Commencement Date and shall continue, until 31 March 2011, subject to earlier termination in accordance with Clause 10;

3 Obligations of the Participant

3.1 The Participant shall provide the Services from the Commencement Date.

3.2 The Participant shall perform the Services in accordance with the criteria and standards set out in Schedule 1 (which shall include, for the avoidance of doubt, achieving any outputs and milestones specified, and completing and delivering the relevant monitoring reports to Toynbee Hall), meeting and in accordance with Toynbee Hall's instructions from time to time.

- 3.3 The Participant shall ensure the Services are performed with all reasonable skill and care and that, at all times during this Agreement, it provides sufficient personnel with the necessary qualifications and experience to perform the Services.
- 3.4 The Participant must ensure the Services are performed in accordance with all statutes and any enactment, order, regulation or other similar instrument of any local authority or government body (collectively “**Requirements**”) as in force from time to time.
- 3.5 The Participant must deliver to Toynbee Hall reports in relation to its performance of the Services in a manner and at the times specified in Schedule 1.

4 Data Protection

- 4.1 The Participant and Toynbee Hall will comply with their respective obligations under the DPA in respect of the Services, and each will operate such technical and organisational measures to protect against unauthorised or unlawful processing of personal data (as defined in the DPA), and to protect against accidental loss or destruction of or damage to such data, as are appropriate to the nature of that data.
- 4.2 Where the Participant acts as data processor (as defined in the DPA) for Toynbee Hall it must:
 - 4.2.1 only act upon Toynbee Hall’s instructions in relation to data that is or includes personal data (as defined in the DPA);
 - 4.2.2 limit access to any personal data obtained from or in relation to Toynbee Hall, to those of its employees as need access to the data to perform the Services; and
 - 4.2.3 permit Toynbee Hall, on giving reasonable notice, to review the technical and organisational measures the Participant has put in place to protect against unauthorised or unlawful processing of personal data, and in the event that Toynbee Hall reasonably believes such measures not to be appropriate, to discuss with Toynbee Hall what alterations may be made to those procedures.
- 4.3 Neither party shall (except to the extent expressly permitted to do so by this Agreement) attempt to obtain access to, use or interfere with any information technology systems or data used or processed by the other except to the extent required to receive (in the case of Toynbee Hall) or provide (in the case of the Participant) the Services.

5 Representatives

- 5.1 The Participant and Toynbee Hall must each nominate a representative who:
 - 5.1.1 will be authorised to make decisions relating to the Services; and
 - 5.1.2 will be responsible for providing and/or allowing access to all information and documentation as the other party or its agents, subcontractors or professional advisers are entitled to pursuant to this Agreement (subject to Clause 16);
- 5.2 Each party must inform the other of any change in the identity of its Representative during the course of this Agreement.
- 5.3 The first Representatives are:
 - 5.3.1 x for Toynbee Hall; and

5.3.2 x for the Participant.

6 Employees

6.1 The Participant acknowledges and confirms that:

6.1.1 all personnel it makes available for the purposes of providing the Services are employees or contractors of the Participant (or its subsidiary or sister companies);

6.1.2 that Toynbee Hall is not responsible for payment of such employees' income tax and national insurance contributions or any other similar employment related costs.

7 Share of Grant

7.1 Toynbee Hall will pay the Participant the Participant's Share of Grant in the manner and at the times set out in Schedule 2.

7.2 Toynbee Hall may withhold or reclaim payment of any part of the Participant's Share of Grant if any part of the Grant is reduced or withdrawn or if the Participant:

7.2.1 is in breach of any of the terms and conditions of this Agreement (including all reporting and monitoring requirements);

7.2.2 gives or has given Toynbee Hall any materially misleading or inaccurate information during the application process or during the term of this Agreement;

7.2.3 closes down, becomes insolvent, goes into administration, receivership or liquidation;

7.2.4 where the Participant is a Citizens Advice Bureau, it ceases to be part of the Citizens Advice service.

7.3 The Participant agrees to indemnify Toynbee Hall in respect of any repayment of the Grant to be made to the Secretary of State under the terms of the Grant to the extent of monies received by the Participant from Toynbee Hall, provided always that such obligation shall only arise to the extent that the Participant is responsible for the grounds on which the Secretary of State seeks repayment.

7.4 Once Toynbee Hall is made aware of any under spend of the funding by the Participant during the period in which it has been assigned, an appropriate adjustment will be made from the amount of funding next offered and a corresponding amount will be deducted from the total grant offered.

7.5 All sums payable by Toynbee Hall under this Agreement are inclusive of applicable value added tax (VAT) and any other duty or tax. All claims and payments made under this Agreement must be made in Sterling.

7.6 The Participant agrees to keep complete and accurate records of all documents relating to the Services, the Participant's Share of Grant and that otherwise relate to the performance of the Participant's obligations under this Agreement and are reasonably necessary to enable Toynbee Hall to undertake an audit in relation to the Services ("**Records**").

7.7 The Participant agrees to provide to Toynbee Hall and x and their respective auditors (as appropriate) access to the Records, the Participant's premises and/or personnel as reasonably required in order for Toynbee Hall to conduct an audit in accordance with

Clause 7.6 above or in order for x to conduct an audit in respect of the Services or any part thereof.

8 Insurance and Liability

8.1 The Participant must procure and maintain for the duration of this Agreement the following policies of insurance and provide copies to Toynbee Hall on request:

8.1.1 appropriate employer liability insurance in respect of its employees; and

8.1.2 appropriate public liability insurance; and

8.1.3 appropriate professional indemnity insurance.

9 Liability

The Participant agrees to indemnify and hold Toynbee Hall harmless in respect of any costs, claims, loss or liability whatsoever suffered by them (including legal costs and disbursements) as a result of any breach by the Participant of any of the terms of this Agreement and any other act or omission of the Participant in connection with the Services.

10 Termination

10.1 Either party may terminate this Agreement immediately by notice in writing at any time to the other party if:

10.1.1 the other party commits any material breach of any of its obligations under this Agreement and, if the breach is capable of remedy, fails to remedy it within 15 Business Days after being given a written notice containing full particulars of the breach and requiring it to be remedied;

10.1.2 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the other party;

10.1.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986 (as amended));

10.1.4 the other party takes any step, application order or proceeding in relation to a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme or otherwise) except a solvent liquidation or reorganisation with the prior written consent of the innocent party;

10.1.5 the other party ceases, or threatens to cease, to carry on business; or

10.1.6 anything analogous to any of the events described in Clauses 10.1.1 to 10.1.5 above under the law of any jurisdiction occurs in relation to the other party.

10.2 Toynbee Hall may terminate this Agreement immediately by notice in writing if:

10.2.1 x withdraws or ceases to pay the Grant or any part of the Grant to Toynbee Hall for any reason;

10.2.2 the Participant fails to comply with any remedial plan agreed between the parties where the Participant has previously failed to perform the Services in accordance with the Agreement;

10.2.3 the Participant has not applied the Participant's Share of Grant to provide x in accordance with its obligations under Schedule 1 and Schedule 2; or

10.3 The rights to terminate this Agreement given by this Clause 10 do not prejudice any other right or remedy of either party in respect of the breach concerned or any other breach.

11 Termination Effects

11.1 On termination of this Agreement for any reason:

11.1.1 any provision of this Agreement which is expressed to continue in force after termination will continue in full force and effect; and

11.1.2 subject as provided in this Clause 11, and except in respect of any accrued rights, neither party will be under any further obligation to the other.

11.2 The Participant must, on termination of the Services for any reason, provide such reasonable assistance as Toynbee Hall may reasonably require to enable Toynbee Hall to provide all or any of the Services, or to appoint a third party to provide all or any of the Services, following such termination.

11.3 On termination of this Agreement, or within 10 Business Days of a request by Toynbee Hall, the Participant must provide (to the extent it has not already done so) the documentation and records maintained by the Participant in respect of the Services and any confidential information belonging to Toynbee Hall.

12 Force Majeure

12.1 Neither of the parties will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockade, embargo, industrial or trade dispute, adverse weather, disease, accident to plant or machinery, transport, electricity or other supply, or regulatory intervention ("**Force Majeure Event**").

12.2 Subject to the party so delaying promptly notifying the other party in writing of the cause and the likely duration of the delay and provided that the delaying party uses reasonable endeavours to limit the effect of such event on the other party, the performance of the delaying party's obligations, to the extent affected by the delay, will be suspended during the period that the cause persists provided that if performance is not resumed within 15 Business Days after that notice the party not affected by the Force Majeure event may by written notice terminate the affected Services with immediate effect.

13 Assignment and Variation

13.1 The Participant may not transfer or assign its rights or obligations under this Agreement without the prior written consent of Toynbee Hall.

- 13.2** No variation of any of the terms of this Agreement will be effective unless it is in writing and signed by or on behalf of each of the parties to this Agreement.

14 Sub-Contracts

Without prejudice to its obligations under this Agreement, the Participant may provide the Services using those sub-contractors in existence and as agreed with Toynbee Hall as at the date of this Agreement. If the Participant proposes to engage any new sub-contractor to provide the Services (or part of the Services), it may only do so with the prior written consent of Toynbee Hall (not to be unreasonably withheld or delayed).

15 Disputes

Any dispute arising out of or in connection with this Agreement (a “**Dispute**”) shall be referred by either party first to the Representatives for resolution. If any Dispute cannot be resolved by the Representatives within 5 Business Days, either party may give to the other notice in writing (the “**Notice**”) that a Dispute has arisen. Within 5 Business Days after the date of the Notice, that Dispute shall be referred to the Chief Executive (or equivalent, to be notified to Toynbee Hall) of the Participant and the Chief Executive at Toynbee Hall for resolution. If the Dispute is not resolved by agreement in writing between the parties within 5 Business Days after the referral of the Dispute to the parties’ Chief Executives, either party may seek mediation. If the Dispute is not resolved after mediation, either party shall seek an appropriate form of arbitration to resolve the Dispute.

16 Confidentiality

- 16.1** Each party must treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which is marked as “Confidential” or by its nature is confidential and relates to:

- 16.1.1** the provisions or the subject matter of this Agreement or any document referred to herein;
- 16.1.2** the negotiations relating to this Agreement or any document referred to herein; or
- 16.1.3** the other party or its business and affairs.

- 16.2** Any party may disclose information which would otherwise be confidential if and to the extent:

- 16.2.1** required by the law of any relevant jurisdiction;
- 16.2.2** required by any securities exchange or regulatory or governmental body to which the party or any holding company of that party is subject or submits, wherever situated, whether or not the requirement for information has the force of law;
- 16.2.3** disclosed on a strictly confidential basis to the professional advisors, auditors and bankers of that party;
- 16.2.4** disclosed on a strictly confidential basis to other members of each party’s respective corporate group; or
- 16.2.5** the information has come into the public domain through no act or omission of that party or is otherwise previously known to that party not having been received in breach of any confidentiality undertaking.

17 Costs

Each party bears its own costs and expenses in connection with the preparation and execution of this Agreement.

18 Notices

Any notice must be in writing and shall be sufficiently given if sent by first class post, registered post, recorded delivery, telex or facsimile transmission to the other party addressed in accordance with the details set out below (or such other address as may be notified by each party to the other for the purposes of this Clause 21 from time to time):

Notices to Toynbee Hall

For the attention of: x
Address: Toynbee Hall, 28 Commercial Street, London E1 6LS
Tel:
Fax:

Notices to the Participant

For the attention of: x
Address: x

19 Severability

If any term of this Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term will, to the extent that it can be severed from the remaining terms, be deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

20 Entire Agreement

20.1 This Agreement constitutes the entire agreement and understanding between the parties regarding its subject matter, and its terms prevail over any prior agreement, understanding or arrangement between the parties. No representation, undertaking or promise is to be taken to have been given or be implied from anything said or written in negotiations among the parties prior to this Agreement except as expressly stated in this Agreement.

20.2 No party may have any remedy in respect of any untrue statement made by any other party upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies will be for breach of contract as provided in this Agreement.

21 General

- 21.1** Except as otherwise stated in this Agreement, nothing in this Agreement shall constitute the parties as partners, participants in a joint venture or co-owners, or constitute any party as the agent, employee or representative of any other party.
- 21.2** Any waiver of any breach of any of the terms of this Agreement or of any default hereunder may not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
- 21.3** This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all of which when taken together will constitute a single instrument.
- 21.4** A person who is not a party to this Agreement may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999. This Agreement may be terminated and any term may be amended or waived without the consent of any Group member.

22 Governing Law and Jurisdiction

This Agreement is governed by and will be construed and take effect in accordance with English law and, subject to completion of the procedure in Clause 16, the parties submit to the exclusive jurisdiction of the Courts of England.

Signed on behalf of the parties

SIGNED by
duly authorised on behalf of:
TOYNBEE HALL }

SIGNED by
duly authorised on behalf of:
PARTICIPANT }

Schedule 1 Services

Services

Outputs and Milestones T

The above 2 sections set out the services to be provided, which will be used to monitor performance.

Partnership/Steering Group

This section sets out how the partnership will be run collectively.

Capitalise Marketing, Branding and Publicity

This section sets out how partnership branding and marketing will be delivered / monitored to ensure consistency.

Monitoring and Reporting

This section sets out how the services will be monitored, and the reports required.

Schedule 2 Fees and Payment Terms

Eligibility to Claim

This section sets out what makes an organisation eligible to make a claim for their grant.

When to Claim / How to Claim / How Payments will be made / Reporting Expenditure

The above sections make it clear about claiming for funding and finance.