

## COOPERATION AGREEMENT

This Cooperation Agreement is made on the \_\_\_\_\_ 2012

**BETWEEN:** Bath and North East Somerset Council of Lewis House, Manvers Street, Bath, BA1 1JG, United Kingdom (“**the Council**”);

**AND:** Action to Regenerate Community Trust Ltd (Charity Registration No number 1078551) of 75 Westminster Bridge Road, London SE1 7EH (“**RE:generate** ”)

Collectively referred to as the “**Parties**” and each a “**Party**”.

Definitions:

“**Partnership Group**” - a joint working group comprising equal representation from both Parties

“**Project Register**” – the collective list of agreed partnership projects to be developed and/or being delivered at any time.

### **1. Introduction**

1.1 The Council is the only directly elected body representing the whole of the Bath and North East Somerset area and its vision is of one

- Where everyone fulfils their potential
- With lively, active, communities
- With unique places with beautiful surroundings

1.2 To support this vision, the Council wishes to become a listening Council with active citizens that reaches every community and culture.

1.3 In order to achieve this, the Council wishes to work in partnership with a wide range of organisations, including making appropriate use of the powers available to it under law including the general power of competence provided for in the Localism Act 2011.

1.4 Action to Regenerate Community Trust (RE:generate) is a national social enterprise that has developed a dynamic and empowering process called ‘Root Solution- Listening Matters’ to enable and support all people to fully participate in public life and influence the future of their area through the development of community-based projects, enterprises, partnerships and autonomous local civil society organisations and institutions. It is a registered charity and company limited by guarantee established for the relief of poverty and wider community and public benefit. Further details are contained in Appendix 1 to this Agreement.

1.5 The Parties have been working together since 2008 on a range of community empowerment schemes, beginning with the pilot Community Animator Scheme in Whiteway (which led to the Proud of your Doorstep initiative which received national attention) and subsequently extending to the Queens Road area of Keynsham and the London Road and Snowhill area of Bath. From shared experience of working through these pilots, these schemes have been identified by the Council as having potential to deliver significant benefits in local

communities, engaging local people in finding local solutions and potentially building strong bases for new models of service delivery. Subsequently, Re:generate have become the training partners for the roll-out of the Cabinet Office's national Community Organisers scheme and have secured funding for 5 trainee community organisers in Bath and North East Somerset. There is therefore significant potential to draw on the Parties' shared learning and experience to maximise the potential of these and other initiatives in Bath and North East Somerset.

## **2. Purpose**

2.1 The purpose of this Agreement is to set out how the Parties will work together to

2.1.1 Strengthen and build on the experience highlighted in a above

2.1.2 Help local people to actively lead the delivery of improvements in their community

2.1.3 Build community resilience through social action

2.1.4 Contribute to the local economy by building skills and social enterprises

2.2 This Agreement sets out how specific projects can be enhanced through joint working between the Council and Action to Regenerate Community Trust. It also provides a framework for more general joint working on the basis of a shared approach to enhancing the capacity of local communities. The Agreement sets out the key areas the parties have in common as well as identifying the process through which agreement on new issues can be sought, also recognising the separate objectives and interests each party may have.

## **3. Ways of Working**

3.1 Both parties will commit to working through this agreement in the following way

3.1.1 Being open and actively engaging

3.1.2 Making things happen

3.1.3 Being positive about working with others

3.1.4 Working in partnership with a range of public, private, community and voluntary organisations

3.1.5 Making decisions at the right time and level

3.1.6 Making services easy to reach

3.1.7 Encouraging mutual learning and continuous improvement through establishing appropriate "space" and process for reflection

3.2 Where one Party considers that the other Party has not acted on one of these principles, this feedback shall be given and received in an open, supporting and honest way and will be considered appropriately and not to the detriment of this agreement.

## **4. Identification and Development of Community Partnership Projects and Other Opportunities**

4.1 The Parties agree to work together to identify projects within the Council's area that meet the purpose set out in 2. Either Party may add a project to the draft project register to be considered by the Partnership Group. The Partnership Group shall consider proposals for entry into the Project Register and determine for each project whether to add it to the register.

4.2 The Partnership Group shall then agree how it wishes to progress agreed projects- eg, to progress the project to the next stage (eg preparation of Business Case), “hold” the project, or suggest that it be transferred to another party or group.

4.3 The process set out in 4.1 and 4.2 will be subject to any procedures which apply relating to the conduct of Council business and its decision-making and delegations processes. If the Parties decide to progress a Project together that Project will be the subject of a separate Project Agreement, to be developed and agreed.

4.4 The Parties will consider a range of opportunities for working together in a wide range of settings and communities, including schools and educational institutions, amongst health practitioners, voluntary and community organisations, business and national partners. They will also engage with other organisations to understand better the needs of local communities and identify potential for joint leverage of external funding investment.

## **5. Limitations**

5.1 Where a Party is accountable for delivery through other mechanisms, eg national, another governance arrangement or separate programme, programme or some other governance arrangement, this Agreement will not change this accountability.

5.2 The Parties agree that they will be open and transparent on the procurement of services and goods for individual projects and follow the procurement regulations where this is necessary or, if it is not necessary, it is appropriate to do so.

5.3 Both Parties reserve the right to work independently or with other organisations or partners on Projects within the District.

5.4 This Agreement will not limit the scope of activities that could be considered and pursued in partnership to deliver Council goals relating to empowering communities.

## **6. Governance and accountability**

6.1 A Partnership Group will be established comprising two (2) representatives from B&NES and two (2) from RE:generate with ad hoc and invited attendance at Partnership Group meetings as required.

6.2 The Partnership Group will meet regularly to review progress on achieving the aims of this Agreement and work diligently to overcome any barriers. An Issues Log will be kept by the Partnership Group as well as the Project Register as set out in 4

6.3 The Partnership Group will be sponsored by a Strategic Director of the Council, and chaired by a Divisional Director

6.4 Each Party will appoint a named representative to oversee the administration and day-to-day running of the matters falling within the scope of this Agreement and bring any issues that arise to the attention of the Partnership Group. Meetings of the Partnership Group will be convened by the Council's representative with dates agreed by mutual consent of the Parties' representatives.

6.5 An Annual Report relating to this agreement will be jointly produced by the Parties. The report will set out the achievements of the Parties as well as any areas of concern and any proposal to update or amend this Agreement.

## **7. Publicity and Communications**

7.1 The Parties may develop a joint communications plan and publicise the cooperation outlined in this Agreement and the wider importance, principles and benefits of Projects, in such a manner as agreed in writing by them.

7.2 All publicity material relating to this Agreement or any of the joint work referred to within it will be agreed in writing by both Parties. Specific projects may be subject to separate agreement on publicity as appropriate to the governance of that project.

## **8. Term and Variation of this Agreement**

8.1 This Agreement will remain in force for a period of 3 years from the date on which it is signed by both Parties. The Parties may agree in writing to extend the term of this Agreement on an annual basis for up to a maximum of two additional years.

8.2 The Parties may vary this Agreement at any time upon their joint written agreement.

## **9. Costs**

9.1 Any costs incurred in respect of this Agreement will be for the account of the Party incurring those costs.

## **10. Freedom of Information**

10.1 RE:generate acknowledges that B&NES is subject to the requirements of the Freedom Of Information Act and will assist and cooperate with B&NES to enable B&NES to comply with these Information disclosure requirements. This will be at Re:generate's expense, subject to the appropriate limit set out in Section 12 of the Freedom of Information Act. In these circumstances, Re:generate will be required to provide full justification in regard to the time required, and the final decision on this will rest with the Council.

## **11. Equalities**

11.1 The Parties will work together to promote equalities and will use this agreement to contribute to the delivery of the Council's public sector equality duty.

## **12. Status of Agreement**

12. 1This Agreement is a statement of intent and does not create legal obligations between the Parties.

**Signed**

On behalf of B&NES:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

On behalf of RE:generate :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

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**APPENDIX 1: BACKGROUND TO RE:generate**

Action to Regenerate Community Trust (RE:generate) seeks to establish a new partnership with local people (RE:generate BaNES) to develop a community enterprise promoting participation in social, environmental, economic and cultural projects in the Bath area that will deliver connectivity, energy efficiency, health and well being across the district.

RE:generate is social action charity and company limited by guarantee. Its founders, staff and trustee directors bring a wealth of project development, community animating, organising, education, grant making and enterprise experience and expertise – covering practical, process and political aspects of participatory and transformational development.

Initially RE:generate is looking to develop 5 local foci where we will apply and demonstrate a systematic listening strategy and process to develop networks of active citizens prepared to engage in planning and delivering projects that address local aspirations and needs.

RE:generate will offer training and support to individuals and to local organisations that identify potential opportunities for collaborative asset development and for ethical investment with reasonable returns to local people.

RE:generate will identify suitable locations, develop the projects (with appropriate local investors and stakeholders) and own and operate the listening, animating and organising process technologies

## **APPENDIX 2: Community Organisers in Bath and North East Somerset**

The national Community Organiser programme will train and support up to 5,000 community organisers from 2011 to 2015. 500 of these community organisers will be full-time 'senior' community organisers and 4,500 will be part-time and voluntary organisers who will support the senior organisers.

The programme was created by the Office for Civil Society in the Cabinet Office (OCS) and forms a key element of the social action pillar of the Big Society. The delivery partnership nationally comprises of Action to Regenerate Community Trust (Lead Training Provider), Locality (Programme Manager) and OCS (Client) 5 Community Organisers, as part of this national programme will be hosted by RE:generate and work in 5 neighbourhoods in Bath and North East Somerset. These include: Foxhill and Wansdyke, Radstock and Tynning, Daglands and Farmborough, Southdown, Keynsham