

Appendix 3 Joint Partnership Working Agreement (MoU)

DATED

2012

Joint Working Agreement

Between

Hampshire County Council
Brighton & Hove City Council
East Sussex County Council
New Forest National Park Authority
South Downs National Park Authority
Surrey County Council
West Sussex County Council
Wiltshire Council

for the

Local Sustainable Transport Fund

Sustainable Transport Solutions for England's two newest National Parks

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THIS AGREEMENT is made the day of 20

BETWEEN

- (1) **Hampshire County Council** of The Castle, Winchester, Hampshire, SO23 8UJ;
 - (2) **Brighton & Hove City Council** of King's House Grand Avenue, Hove, BN3 2LS;
 - (3) **East Sussex County Council** of County Hall, St. Anne's Crescent, Lewes, East Sussex BN7 1UE;
 - (4) **New Forest National Park Authority** of Lymington Town Hall, Avenue Road, Lymington, SO41 9ZG;
 - (5) **South Downs National Park Authority** of Hatton House, Bepton Road, Midhurst, West Sussex, GU29 9LU;
 - (6) **Surrey County Council** of County Hall, Penrhyn Road, Kingston upon Thames, KT1 2DN;
 - (7) **West Sussex County Council** of County Council, County Hall, Chichester PO19 1RQ;
- and
- (8) **Wiltshire Council** of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN

(hereinafter collectively known as “**the Parties**” and independently known as “**the Party**”)

IT IS HEREBY agreed as follows:

1. Recitals

- 1.1 Hampshire County Council on behalf of the Parties submitted a bid to the Department for Transport (DfT) to contribute to the two key policy objectives of supporting the local economy and reducing carbon emissions in the New Forest and South Downs National Parks by means of the ‘Sustainable Transport Solutions for England’s two newest National Parks’ (“Project”) as more particularly set out in Schedule 1.
- 1.2 The bid was successful and the DfT has awarded the Project funding from the Local Sustainable Transport Fund on the following yearly basis:

2012-13 - £649,000
2013-14 £1,469,000
2014-15 £1,692,000
Total £3,810,000

- 1.3 This Agreement sets out and defines the working arrangements between the Parties for delivering the Project following the award of £3.81m through the DfT Local Sustainable Transport Fund (“LSTF”).
- 1.4 This Agreement contains the Parties’ joint understanding of their relationship, roles and responsibilities for the duration of Project delivery up to and including March 31st 2015.
- 1.5 The Parties have agreed that they will work together in order to carry out the Project and shall do so in accordance with these terms and conditions.
- 1.6 The Agreement is entered into under the legal powers contained in Section 1 Localism Act 2011 Local Government Act.

2. Interpretation

- 2.1 In this Agreement unless the context otherwise requires the following expressions have the following meanings:

“**Agreement**” means this agreement comprising the terms and conditions together with the Schedules and Appendices attached hereto.

“**Commencement Date**” means the 1st December 2012.

“**DfT Grant**” means the funding available to for the Project from the DfT.

“**EIR**” means the Environmental Information Regulations 2004.

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation.

“**Lead Authority**” means Hampshire County Council.

“Programme Board” means the board as set out in clause 5.

“Programme Delivery Manager” means the person appointed by Hampshire County Council to oversee delivery of the project.

“Representatives” means those representatives from each Party nominated at Clause 5.

“Term” means the term of this Agreement detailed in Clause 3;

“Working Days” means Monday to Friday inclusive of each week excluding Christmas Day, Good Friday and Bank Holidays in England;

2.2 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.

2.3 Words importing the singular include the plural words importing any gender include every gender, the words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.

2.4 Reference to Clauses, Schedules and Appendices are references to clauses, schedules and appendices of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.

2.5 The Clause and paragraph headings and titles appearing in this Agreement are for reference only and shall not affect its construction or interpretation.

3. Term

3.1 This Agreement shall come into effect on the Commencement Date and shall continue in force, in respect of each Party, until the 30th June 2015 unless terminated in respect of any Party in accordance with the terms of this Agreement.

3.2 This Agreement may be extended with the consent of all Parties.

4. Status Of The Agreement

- 4.1 The Parties agree that the Agreement shall take the form of a legally binding relationship and mutual commitments between them created by the Agreement shall from the date hereof be construed accordingly.
- 4.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or any of them within the meaning of the Partnership Act 1890 and neither of the Parties shall have the authority or power (nor represent themselves as having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of or to pledge the credit of another Party unless otherwise indicated in this Agreement.
- 4.3 The Parties warrant that they shall meet and comply with all obligations as set out in this Agreement and its Schedules.

5. Role and Constitution of the Programme Board

- 5.1 A Programme Board shall be established for the purposes of the Project and shall be responsible for the strategic direction and supervision of the Project in accordance with this Agreement and Schedule 2.
- 5.2 The Programme Board will be comprised of one or two Representatives from each of Parties and shall be quorate with the attendance of at least 50% the Parties who are entitled to vote at such meeting provided that at least one of the members in attendance is a representative of the Lead Authority. Only one Representative of each Party shall be entitled to vote.
- 5.3 Where any decision is required to be made in relation to the Project the Parties agree that they will act in good faith and will use all reasonable endeavours to act by consensus in relation to the Project.
- 5.4 The Programme Board shall be chaired by Hampshire County Council as Lead Authority, with the Programme Delivery Manager providing the secretariat.
- 5.5 The Programme Board will meet quarterly initially (frequency to be agreed thereafter and increased if necessary), and will have overall responsibility for

ensuring that the Project objectives are met, that projects are identified and approved using a transparent process and delivery is achieved to agreed timescales and budget.

- 5.6 Each Party will identify one or two Representatives to attend the Programme Board. If the Representative cannot attend in person then they will be able to nominate a substitute to attend.
- 5.7 The Programme Board will be informed of overall progress of the Project and of any variations from the agreed delivery plan, by the Programme Delivery Manager.
- 5.8 In the event that the Programme Board disagrees with the Programme Delivery Manager's actions, the Programme Board will use all reasonable endeavours to reach a consensus. In the event that a consensus cannot be reached, a vote shall be taken, with each Party present being entitled to cast one vote. In the event of a tie the Chair will have the deciding vote.
- 5.9 The Programme Board will also be a forum for sharing learning and example of good practice.

6 Acting As Lead Authority During The Project

- 6.1 Subject to Clause 6.2 save in respect of the negligent act or omission or deliberate wrongful act or omission of a Lead Authority in the discharge of its powers under this Agreement, the Lead Authority shall owe no duty of care to the other Parties and have no liability or responsibility in respect of or in relation to the proper performance or discharge (or omission to perform or discharge) of any role or function referred to in this Agreement the discharge or exercise of which requires the approval of the other Parties or which is otherwise to be carried out in the manner requested or required by (or which is omitted to be performed on the instruction or request of) the other Parties.
- 6.2 The Lead Authority shall owe a duty of care to the other Parties where it purports to discharge its powers without the necessary approvals as required under this Agreement.

7. Project Cost Sharing, Liabilities And Indemnities

- 7.1 Each Party shall bear its own costs in supplying staff for the furtherance of the Project in accordance with Schedule 2 except for those as set out in paragraph 6 of Schedule 2.
- 7.2 Each Party acknowledges that the DfT Grant can only be claimed by the Lead Authority on behalf of the Parties in arrears and in accordance with the procedure set out in Schedule 2. Each Party hereby agrees to proceed with any purchase, spend, cost, fees, expense or procurement in order to progress the Project from its own internal funds and acknowledges and accepts that the Lead Authority shall not in any event be liable for any purchase, spend, cost, fees, expense, procurement or loss that a Party may incur as a result of delivering the Project.
- 7.3 Each Party acknowledges and agrees to be bound by the terms of the DfT Grant as set out in Schedule 4.
- 7.4 Notwithstanding Clause 7.1,7.2 and 7.3 each Party shall –
- 7.4.1 be liable for and shall indemnify the other Parties against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever directly arising out of or in the course of or directly caused by the act or omission of that Party during the performance of this Agreement;
 - 7.4.2 be liable for and shall indemnify the other Parties against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of any injury or damage whatsoever to any property real or personal directly arising out of or in the course of or directly caused by the act or omission of that Party during the performance of this Agreement; and
 - 7.4.3 shall indemnify the other Parties in respect of any loss caused to each of the other Parties as a direct result of that Party's negligence, wilful default or fraud.

7.4.4 use all reasonable endeavours to ensure compliance with the DfT Grant terms and conditions and each Party shall indemnify the other Parties in respect of any expense, liability, loss, claim or proceedings whatsoever arising out of any of its breaches of the DfT Grant terms and conditions.

8. Provisions On Termination

- 8.1 Bearing in mind the commitment of the Parties to co-operate for the purpose of the Project it is anticipated that it shall not at any stage become necessary to terminate this Agreement due to the default of a Party or for any other reason. Each of the Parties agree that prior to terminating its interests under this Agreement it shall take all reasonable steps to consult with the other Parties in order to avoid termination where reasonably practicable.
- 8.2 In relation to any disputes that have arisen under or with regard to the Project, the Parties shall not be entitled to terminate their interests under this Agreement without first attempting to resolve such dispute in accordance with the dispute resolution procedures detailed in Clause 12.
- 8.3 Subject to Clause 8.2 any Party may withdraw from this Agreement and terminate its interest under this Agreement and the Project (the "Withdrawing Party") by giving three (3) months notice in writing to the other Parties.
- 8.4 Without prejudice to clauses 8.1 and 8.2 if a Party is in default of its obligations under the Agreement (the "Defaulting Party") and fails to comply with a written notice from the other Party to remedy such default within a reasonable period which shall be specified in such written notice then the other Parties may give notice in writing terminating the Defaulting Party's interest under this Agreement ("Termination Notice"). A Termination Notice shall take effect no less than two weeks from its date of receipt unless the default is remedied within such period.
- 8.5 Upon termination of a Party's interest under this Agreement for any reason whatsoever, termination of any Party's interest under this Agreement shall have no effect on the liability of any Party for the payment of any sums arising under this Agreement, or any rights or remedies of any Party already accrued, prior to the date upon which such termination takes effect including for the

avoidance of doubt any sums which are or may become payable after the date on which such termination takes effect (the "Ongoing Liabilities"). In the event of such termination the Parties agree to discuss putting in place arrangements to release on a fair and equitable basis such Party from any Ongoing Liabilities.

9. Intellectual Property

9.1 All intellectual property rights in any material created by or on behalf of either of the Parties for the purposes of the Project shall vest in the relevant Party whose Representative created the intellectual property rights or on whose behalf the intellectual property rights were created.

9.2 Subject to Clause 10 (Confidential Information) each of the Parties hereby grants to each others a perpetual non-exclusive royalty free licence to use operate copy and modify their intellectual property for the purpose of the Project. The licence granted pursuant to this Clause shall not be revoked upon the relevant Party's withdrawal from this Agreement or upon termination of this Agreement for any reason, but shall be limited to intellectual property created prior to the date of such termination or withdrawal.

9.3 Each Party warrants to the other Parties that the intellectual property created by its Representatives for the purposes of the Project will not infringe any third party's intellectual property rights.

9.4 Each Party ("the Indemnifying Party") shall indemnify the other Parties against any expense, liability, loss or costs arising out of any dispute or proceedings brought by a third party alleging infringement of its intellectual property rights as a result of a Party's use of the intellectual property created by the Indemnifying Party's Representative for the purposes of the Project.

10. Confidential Information

10.1 Subject to clause 11, the Parties shall at all times use their reasonable endeavours to keep confidential (and to procure that their respective employees agents consultants and sub-contractors shall keep confidential) all

Confidential Information concerning the Project and the business and affairs of the other Parties which may now or at any time hereafter be in its possession and shall not disclose such Confidential Information except with the consent of the other Parties, such consent not to be unreasonably withheld.

10.2 For the purpose of this Agreement “Confidential Information” means any information imparted to either of the Parties or their employees agents consultants or sub-contractors (“the Receiving Party”) which was imparted to the Receiving Party on the basis that it is to be kept confidential or would by its nature normally be regarded as being confidential or to the knowledge of the Receiving Party was obtained by the other Party on the basis that it was to be kept confidential or is of commercial value in relation to the Project but shall not include any information which is for the time being in the public domain otherwise than by reason of its wrongful disclosure by the Receiving Party.

10.3 This Clause 10 shall continue without limit of time and shall survive the termination of this Agreement.

10.4 This Clause 10 shall not prevent the disclosure of any Confidential Information relating to the Project which is reasonably disclosed for the furtherance of the Project or the promotion of the Project provided that the Party disclosing the information takes all steps that are commercially practicable to preserve the confidentiality of the information and shall not prevent the disclosure of any Confidential Information where required by law.

11. Freedom of Information Act 2000 and Environmental Information Regulations 2004

11.1 Each Party acknowledges that the other Parties are subject to the requirements of the FOIA and EIR and each Party shall where reasonable assist and co-operate with the another Party (at their own expense) to enable the other Party to comply with these information disclosure obligations.

11.2 Where a Party receives a request for information in relation to information which it is holding on behalf of another Party in relation to the Project, it shall (and shall procure that its sub-contractors shall):

11.2.1 transfer the request for information to the relevant Party as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;

11.2.2 provide the relevant Party with a copy of all information in its possession or power in the form that the Party requires within ten (10) Working Days (or such longer period as the other Party may specify) of the Party requesting that information; and

11.2.3 provide all necessary assistance as reasonably requested by the relevant Party to enable the Party to respond to a request for information within the time for compliance set out in the FOIA or EIR.

11.3 Where a Party receives a request for information which relates to the Agreement or the Project, it shall inform the other Party of the request for information as soon as practicable after receipt and in any event at least two (2) Working Days before disclosure and shall use all reasonable endeavours to consult with the other Party prior to disclosure and shall consider all representations made by the other Party in relation to the decision whether or not to disclose the information requested.

11.4 The Parties shall be responsible for determining in their absolute discretion whether any information:

11.4.1 is exempt from disclosure under the FOIA or EIR;

11.4.2 is to be disclosed in response to a request for information.

11.5 Each Party acknowledges that the other Authorities may be obliged under the FOIA or EIR to disclose information:

11.5.1 without consulting with the other Party where it has not been practicable to achieve such consultation; or

11.5.2 following consultation with the other Party and having taken their views into account.

12. Dispute Resolution

12.1 In the event of any disagreement or dispute between the Parties arising out of any matter relating to or arising out of this Agreement then the following procedure shall be followed:

12.1.1 The Parties shall, in the first instance, seek to resolve the matter by discussions between the individuals directing their Project team.

12.1.2 If the disagreement or dispute is not resolved the Parties shall seek to resolve the matter by discussions between their Chief Executive Officers.

12.1.3 If the disagreement or dispute is still not resolved, or if either Party believes that it is unlikely to be resolved in such manner, the matter may be referred to mediation by a neutral third party acceptable to both Parties.

13. General

13.1 The Parties shall only represent themselves as being an agent partner or employee of another Party to the extent specified by this Agreement and shall not hold themselves out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of any other Party except to the extent specified in this Agreement

13.2 This Agreement shall be governed by and construed in accordance with English Law.

13.3 This Agreement is personal to the Parties and no Party shall assign transfer or purport to assign or transfer to any other persons any of its rights or obligations or sub-contract any of its obligations under this Agreement.

13.4 A person who is not a party to this Agreement shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

13.5 Any notice required or permitted to be given by an Party to another Party under this Agreement shall be in writing and addressed to the other Party at its principal office.

13.6 This Agreement is executed in counterparts, of which when taken together shall constitute one and the same instrument.

IN WITNESS whereof this document has been executed by the Parties as a Deed the day and year first before written.

EXECUTED AS A DEED by

Hampshire County Council)
whose COMMON SEAL
was hereto affixed in the presence of:

Authorised Signatory:

EXECUTED AS A DEED by affixing
THE COMMON SEAL OF
BRIGHTON & HOVE CITY COUNCIL
In the presence of:-

Authorised Officer:

EXECUTED AS A DEED by

The COMMON SEAL of EAST SUSSEX
COUNTY COUNCIL was hereunto affixed in
the presence of:

Authorised Signatory:

EXECUTED AS A DEED by

THE COMMON SEAL of NEW FOREST
NATIONAL PARK AUTHORITY as
affixed to this DEED in the
presence of:-

Authorised Signatory

EXECUTED AS A DEED by

THE COMMON SEAL of SOUTH DOWNS NATIONAL PARK AUTHORITY
SUSSEX COUNTY COUNCIL was
hereunto affixed in the presence of:

Authorised Signatory:

EXECUTED AS A DEED by affixing the Common Seal of
Surrey County Council in the presence of and attested by:

Head of Legal and Democratic Services/Authorised Signatory

EXECUTED AS A DEED by

THE COMMON SEAL of WEST
SUSSEX COUNTY COUNCIL was
hereunto affixed in the presence of:

Authorised Signatory

EXECUTED as a Deed by affixing the

THE COMMON SEAL of
WILTSHIRE COUNCIL
in the presence of
Authorised Officer

Schedule 1 - Purpose of Project

- 1 Through the Project the Parties will aim to significantly improve access to and within both national parks, through targeting visitors and encouraging them to travel by sustainable modes. Through cross border working and collective action between parks and across authority boundaries we will enable sustainable access and movement into, out of and around the Parks, helping to support more tourism-related employment and reduce carbon emissions.

- 2 The Parties will focus on working in areas to achieve the following objectives:
 - Improve key public transport gateways into the two National Parks.
 - Make it easy to reach key attractions within the two National Parks.
 - Promote sustainable travel packages to visitors before they arrive and while they are in the National Parks.
 - Manage all traffic effectively within the Parks, so that it does not detract from visitors' experience.

- 3 Given the geographic extent of the Project, it is vital that robust programme management and reporting structures are in place to ensure effective implementation and delivery. Hampshire County Council is the Lead Authority and accountable body for the Project.

Schedule 2 - Roles and Responsibilities

Each partner authority will be expected to act in good faith and to do what is reasonably within their power to support the overall delivery of the project. In particular, each individual partner will be expected to support the Programme Board, to guide the delivery of bid projects and initiatives relevant to their areas, and support engagement and consultation with local community groups, members and delivery partners relevant to schemes in their areas, as appropriate.

1 Governance & leadership

The Programme Delivery Manager will be responsible for ensuring a robust governance structure for the project is in place, to provide servicing for the Programme Board and sharing, learning and good practice with all other Parties. The Programme Delivery Manager will also agree project Milestones and outcomes with all Parties at the outset of Project delivery, and will set up co-ordinate, and set the terms of reference for a Programme Board comprising all Parties. At its inaugural meeting the Programme Board will agree a programme management process (drafted by the Programme Delivery Manager) which all Parties shall thereafter work in accordance with. This Agreement will not supersede individual Parties' own governance arrangements, for example member decision processes (subject to agreed variations from time to time).

2 DfT reporting

The Programme Delivery Manager will be responsible for liaising directly with the DfT and be responsible for submitting progress reports, highlighting any other DfT requirements to the Parties, and ensuring compliance by all Parties with DfT's terms and conditions.

3 Finance

The Lead Authority will be responsible for the overall budget of the Project, administer grant funding from the DfT to Parties and contractors, agree payment schedules and ensure all expenditure is appropriately evidenced.

Parties will be responsible for supplying evidence of their expenditure on request. The Programme Delivery Manager will also provide quarterly reports on funding progress. At its inaugural meeting the Programme Board will agree a financial management process (drafted by the Programme Delivery Manager) which all Parties shall thereafter work in accordance with (subject to agreed variations from time to time).

4 Procurement and contracts

4.1 The Programme Board will have overall responsibility for appointing programme and project managers, which can be delegated to individual Parties, as well as for agreeing which Party shall procure consultants and other resources needed to deliver the Project, together with their associated contacts.

4.2 Where a Party is appointed responsibility for a particular scheme pursuant to the delivery of the Project by the Programme Board it shall:

4.2.1 acknowledge their responsibilities pursuant to Articles 107 – 109 of Section 2, Title V11, of the Common Rules on Competition, Taxation and Approximation of Laws-Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union(2008/C 115/01) (“State Aid Law”) and agree to consider whether State Aid Law is applicable before implementing the particular scheme and where it is applicable follow the necessary procedures as prescribed by State Aid Law.

4.2.2 ensure where any procurement exercise is carried out it shall be properly undertaken in accordance the Public Contracts Regulations 2006 (SI No 5/2006), the Utilities Contracts Regulations 2006 (SI No 6/2006), the Public Contracts and Utilities Contracts (Amendment) Regulations 2007 (SI No 2007/3542) the EU Commission Interpretive Communication (2006/C 179/02) or any other such legislation which may from time to time come into force and the principles of transparency, non discrimination, equality of treatment, proportionality and mutual recognition in the EC Treaty (“EU Procurement Law”).

5 Legal

The Programme Board will be responsible agreeing which Party shall complete any drafting and negotiating of any further legal agreements

between the Parties. Legal input from respective authorities would be required to support the Programme Board in preparing any legal agreements.

6 Resource planning and staffing

The Programme Delivery Manager will be responsible for ensuring adequate resources are identified; the overall management of the project managers; and, any other external staff being recruited to deliver the Project. Parties will be directly responsible for the line management of all officers in their employment and any other external staff recruited or contracted by them.

Hampshire County Council, South Downs NPA and New Forest NPA will each incur staff costs for the 3 posts being appointed to help deliver the programme, which can be claimed from the Programme.

Furthermore, in delivering specific elements of the programme partners might need to use additional internal resources, or take on short term staff to support delivery. In these cases they may claim costs against the budget for that measure.

7 Stakeholder liaison

The Programme Delivery Manager will be responsible for liaising with all stakeholders and keeping them up to date on progress etc. Parties will be responsible for ensuring that the appropriate stakeholders are fully involved in the delivery of elements of the project for which that have delivery responsibility. The Programme Delivery Manager will also establish and act as Secretariat for the Stakeholder and Partner Reference Group.

8 Marketing, promotion & publicity

The Programme Delivery Manager will be responsible for marketing, promotion and publicity of the Project.

9 Monitoring, evaluation and risk

The Programme Delivery Manager will be responsible for ensuring that ongoing monitoring, evaluation, risk management and the successful delivery of the Project - as outlined in Appendices A and F of the Bid submission

attached at Schedule 3. The Programme Board will also collaborate with other LSTF bids, to share good practice on monitoring and evaluation, as appropriate, with other Parties.

- 10 Each Party has agreed to commit the following in kind staff resources to the Project:

Brighton & Hove City Council	0.2 FTE
East Sussex County Council	0.1-0.2 FTE
Hampshire County Council	0.1-0.2 FTE
New Forest National Park Authority	0.8 FTE
South Downs National Park Authority	0.1-0.2 FTE
Surrey County Council	0.2 FTE
West Sussex County Council	0.1-0.2 FTE
Wiltshire Council	Up to 0.1 FTE

- 11 In addition the Parties have also identified potential match funding either from existing budgets or through development contributions and shall use all reasonable endeavours to secure the following for use in the furtherance of the Project:

Brighton & Hove City Council	£880,000
Hampshire County Council	£731,000 (Section 106 contribution)
New Forest National Park Authority	£150,000
South Downs National Park Authority	£150,000
Surrey County Council	TBC
West Sussex County Council	£1.6m (Section 106 contribution)

The Section 106 contributions are to support complementary, but not directly within bid scope, prioritised highways and transport improvements (as approved by the parties respective democratic processes) within or immediately adjacent to the National Parks.

12. Financial arrangements

Funding claims will be submitted to DfT by the Lead Authority, these will be quarterly in arrears, in accordance with DfT Grant terms and conditions as attached in Schedule 4.

Funds will be paid by DfT to the Lead Authority. Once funding has cleared in the Lead Authority's bank account, these will be transferred immediately to delivery Parties.

If either of the National Park Authority Parties is caused hardship by waiting for reimbursement until DfT funds have cleared in the Lead Authority's bank account it may request that payment of its quarterly funding claim be made on account. Any such request should be submitted to the Programme Delivery Manager, who will consult with the Lead Authority and Programme Board to request approval. The Lead Authority reserves the right to refuse any such request.

Financial reporting on Project spend will be prepared by the Lead Authority (based on quarterly claims and associated evidence supplied by the Parties), to agreed deadlines, before being approved by the Programme Board and submitted to DfT by the Lead Authority. The frequency and timescale of reporting will be aligned to requirements of the DfT Grant terms and conditions and shall be fully laid out in the financial management process to be agreed at the inaugural Programme Board Meeting.

The Parties agree to adhere to the grant terms, conditions and deadlines supplied by DfT and will use their all reasonable endeavours to provide information needed to respond to any exceptional requests from DfT on financial reporting.

13 Reporting arrangements

The Programme Delivery Manager, will be responsible for reporting on progress against annual targets as well as progress against agreed milestones. They will liaise with the Parties and prepare regular progress reports for the Programme Board as required, and for approval and submission to the DfT.

The Programme Delivery Manger will alert the Programme Board Chairman to deviations from agreed tolerances on targets, milestones and budgets in a timely fashion.

14 Communication and marketing

The Programme Delivery Manager will endeavour to maximise positive publicity for the work undertaken throughout the life of the Project. A media protocol will be agreed by the Programme Board, which is in accordance with DfT's Grant terms and conditions. The Programme Delivery Manager will provide co-ordination and support where appropriate.

Schedule 3 – DfT Bid

Schedule 4 – DfT Grant Terms and Conditions