

Partnership Agreement linked to creating a Partnership Board

A proforma which may be used to establish and agree a Partnership Board follows:

Agreement relating to proposed merger of the Colleges

[] ***** 2012

1.	Parties	INSERT COLLEGES/UNIVERSITIES (together, the " Colleges ").
2.	Purpose	The Colleges have agreed in principle to a merger of ***** colleges. The Colleges have agreed to the following key principles and terms set out in this document (" Agreement ") which will provide a framework within which progress towards and preparations for merger will now take place.
3.	Commitment	The Colleges agree that a merger is their preferred strategic option. Subject to the outcome of financial due diligence and consultation with staff, students and other stakeholders they shall work together in good faith and in a collaborative and constructive manner to undertake necessary preparations, and enter into any appropriate agreements in order to achieve merger.
4.	Timescale	The Colleges agree to work towards a deadline for merger at ***** subject to necessary approvals and agreement of the Scottish Funding Council and Scottish Government.

<p>5.</p>	<p>Establishment of Partnership Board</p>	<p>Upon agreement of this Agreement, the Colleges shall establish a joint committee with representatives from each College to work towards agreeing the merger proposal. This joint committee shall be called the "Partnership Board".</p> <p>The core membership of the Partnership Board shall comprise the following representatives:</p> <ul style="list-style-type: none"> • the Chair of each College; • the Principal of each College; • one additional member from each College board; and • one staff representative from one College and one student representative from the other College. <p>The Chair of the Partnership Board shall be *****.</p> <p>The Vice Chair of the Partnership Board shall be *****.</p> <p>Should any of these representatives be unable to attend a meeting, their college shall be entitled to nominate a substitute board member.</p> <p>The Scottish Funding Council shall be entitled to attend meetings of the Partnership Board as an observer. Such an observer will have no vote at any board meeting.</p>
<p>6.</p>	<p>Operation of Partnership Board</p>	<p>The Scottish Funding Council shall provide secretariat support to the Partnership Board until merger is complete</p> <p>The Partnership Board may, at its discretion, invite other attendees to attend board meeting including, for example, senior staff from the Colleges and project managers for the merger. Such attendees will have no role at any board meeting.</p> <p>The Partnership Board shall provide reports to the boards of each College.</p>
<p>7.</p>	<p>Authority of the Partnership Board</p>	<p>Authority to take the following actions, decisions, and preparation shall be delegated from the Colleges to the Partnership Board for:</p> <ul style="list-style-type: none"> • the preparation of the merger proposal document; • consultation on the merger; • the planning of the merger including undertaking necessary due diligence; • the allocation and spending of any funding from the

		<p>Scottish Funding Council for the pre-merger phase;</p> <ul style="list-style-type: none"> • the commissioning of professional advice and support for the pre-merger phase using the funding above; and • making any prospective appointments to posts in the new college. <p>Any other delegations of authority by the Colleges to the Partnership Board will be taken at College Board level and formally recorded, for the avoidance of doubt.</p> <p>For the avoidance of doubt, the following decisions shall be deemed to be beyond the authority of the Partnership Board:</p> <ul style="list-style-type: none"> • final decision as to go-ahead with the merger; and • spending over and above any pre-merger funding allocated by the Scottish Funding Council.
8.	Funding	<p>The Scottish Funding Council shall provide funding to support the pre-merger discussions.</p> <p>The terms and conditions of this funding will be set out in a letter from the Scottish Funding Council to one or both of the colleges. The Partnership Board will be required to comply with any such terms and conditions.</p>
9.	Consultation	<p>The Colleges shall each be responsible for carrying out a full consultation with its own students and staff in respect of the proposed merger. However the Colleges will work together to ensure such consultation exercises are conducted in a consistent way and in the same, or similar timeframes.</p>
10.	Pre-conditions/ approvals required	<p>The Colleges shall work together constructively and expeditiously to obtain the approval of the Scottish Government and Scottish Funding Council to the merger and any other formal approvals required eg the Office of the Scottish Charity Regulator.</p>
11.	Due Diligence	<p>The Colleges shall co-operate fully with each other and the Scottish Funding Council as appropriate to assist in the undertaking of a full financial and legal due diligence prior to merger, including making available all required information to professional advisors and providing access to premises where necessary.</p>
12.	Merger Document	<p>The Colleges will work constructively and expeditiously to produce a merger plan which will deal, among other matters with:</p> <ul style="list-style-type: none"> • The transfer or disposal of all property & assets of each college;

		<ul style="list-style-type: none"> • Transfer/Rationalisation of contracts held by each college; and • Transfer of staff of each college.
13.	Confidentiality	<p>Neither College shall disclose any information (in whatever form) disclosed to them by the other College relating to the disclosing College's business or affairs other than as agreed by both colleges.</p> <p>This clause will not prohibit the sharing of information with professional advisors appointed to the colleges to assist in any merger process, or with the Scottish Funding Council or the Scottish Government.</p>
14.	Legal status	Other than the clauses on Confidentiality and Governing Law, this Agreement shall not be legally binding on the parties.
15.	Governing Law	This Agreement shall be read and construed in accordance with Scots law and the Colleges agree to submit to the exclusive jurisdiction of the Scottish courts.

Signed for and on behalf of the board of management of ***** **College** by:

Signature _____

Name (block capitals) _____

Authorised signatory

Signed for and on behalf of the board of management of ***** **College** by:

Signature _____

Name (block capitals) _____

Authorised signatory

Signed for and on behalf of the board of management of ***** **College** by:

Signature _____

Name (block capitals) _____

Authorised signatory

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Signature _____

Name (block capitals) _____

Authorised signatory