

DATED _____ **2019**

- (1) **[PROPCO] LIMITED**
- (2) **CAMBRIDGE AND PETERBOROUGH COMBINED AUTHORITY**
- (3) **PETERBOROUGH CITY COUNCIL**

**SUBSCRIPTION AND PROJECT MANAGEMENT
AGREEMENT IN RESPECT OF
[PROPCO] LIMITED**

CONTENTS

[TO BE INSERTED]

BETWEEN:

- (1) **[PROPCO LIMITED]** incorporated in England and Wales under number **[insert company number]** whose registered office is at **[insert address]** (the "**Company**"),
- (2) **CAMBRIDGE AND PETERBOROUGH COMBINED AUTHORITY** of 1st Floor, The Incubator, Alconbury Weald Enterprise Centre Campus, Huntingdon, Cambridgeshire, PE28 4WX ("**CPCA**"), and
- (3) **PETERBOROUGH CITY COUNCIL** of Sand Martin House, Bittern Way, Fletton Quays, Peterborough, Cambridgeshire, PE2 8TY ("**PCC**")

(each being a "**Party**" and together the "**Parties**").

BACKGROUND:

- (A) CPCA and PCC have agreed to work together on a project (the "**Project**") to establish a new "University of Peterborough" and facilitate the delivery of its campus (the "**Campus**") on a site known as the Embankment lying to the north of the River Nene and south of Bishops Road, Peterborough (the "**Property**"). The key objectives of the Project are set out at Schedule 3. It is intended by the Parties that the Company will be the vehicle through which the Project is delivered, alongside a second new corporate entity ("**UniCo**") that will eventually become a new independent University of Peterborough.
- (B) The Company is a company limited by shares, brief particulars of which, including details of the legal and beneficial ownership of the share capital of the Company immediately prior to Completion are set out in Schedule 1.
- (C) CPCA wishes to subscribe for additional shares in the capital of the Company and PCC wishes to subscribe for shares in the capital of the Company on and subject to the terms and conditions of this Agreement.
- (D) The Parties also intend to appoint through a public procurement process a higher education provider partner and a developer/contractor partner to collaborate in the delivery of the Project; one or both of these parties may also become shareholders in the Company, subject to the terms agreed with them through the respective procurement processes.
- (E) Pending Completion, CPCA and PCC will continue to collaborate and cooperate with each other in respect of the development and implementation of the Project on and subject to the terms of this Agreement.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires the following expressions shall have the following meanings:

"Action Plan" means the action plan and deliverables developed by the Subscribers for the purpose of meeting the Key Objectives and which will be subject to scrutiny and oversight from the Transition Board and the Project Management Board;

"Board" means the board of directors of the Company as constituted from time to time;

"Business Day"	means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;
"Completion"	means completion of the matters described in this Agreement by the performance of the Parties of their respective obligations in accordance with clause 4;
"Completion Conditions"	means the conditions set out in Schedule 2;
"Completion Date"	means the date no later than the third Business Day after the date on which the last of the Completion Conditions is satisfied or waived or the date to which Completion is deferred, in each case in accordance with clause 3;
"Confidential Information"	means: <ul style="list-style-type: none"> (a) this Agreement; and (b) all data or information (whether technical, commercial, financial or of any other type) in any form acquired under, pursuant to or in connection with, this Agreement and any information used in or relating to the Parties in connection with the Project (including, without limiting the foregoing, information relating to products, services, operations, processes, formulae, methods, plans, strategy, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs), and which are for the time being confidential to the Parties;
"Higher Education Partner"	means the third party higher education provider that is to be appointed following a public procurement exercise to collaborate with the Parties to facilitate the development and operation of the Company including its application to the Office for Students for registration as a higher education provider, its obtaining of its own degree awarding powers and ultimately university title;
"ITN1"	means the Invitation to Negotiate issued by the Parties on 25 October 2019 in respect of the procurement of the Higher Education Partner;
"Key Objectives"	means the key objectives for the delivery of the Project set out in Schedule 3;
"Joint Venture Agreement"	means a joint venture agreement to be entered into between the Parties and such other parties as are appropriate on Completion, in terms to be agreed between the Parties, setting out the terms and conditions under which the Company will carry on business and the rights of the Subscribers and other shareholder(s) in relation to the Company. The Company shall carry on business in accordance with the terms and conditions of this Agreement;
"LGF Grant"	means the Local Growth Fund grant in the sum of £12,500,000 that was applied for jointly on [date] October 2019 by CPCA and PCC in connection with and for the purposes of the Project;
"Long Stop Date"	means 31 March 2020 or such later date as may be agreed between the Subscribers; [date takes into account award date for HE partner procurement (i.e. 6 March 2020) plus additional time should procurement timetable slip]

"New Articles"	means the new articles of association of the Company in the agreed form to be adopted on or prior to Completion;
"New Shares"	means the Shares subscribed by the Subscribers pursuant to clause 2.1;
"Planning Permission"	means [outline OR full][please confirm] planning permission for the Campus in accordance with the terms of the planning application to be submitted by the Parties, whether granted by the local planning authority or the Secretary of State
"Property Transfer"	means duly executed transfers, assignments and other documents vesting title of the Property in the Company;
"Project Management Board"	means the committee comprising representatives of the Parties, which will provide operational oversight and management of the Project, the details and terms of reference for which are set out at Part 3 of Schedule 5;
"Project Management Principles"	means the principles pursuant to which the Subscribers shall manage the Project pending Completion, as set out at Schedule 4;
"Resolutions"	means the resolutions in agreed form to be passed by the Company by written resolution as specified in paragraph 1 of Schedule 2;
"Share"	means a share in the capital of the Company;
"Subscribers"	means CPCA and PCC, or either of them as appropriate;
"Transitional Board"	means the committee comprising representatives of the Parties, which will provide strategic oversight for the Project until such point in time that it becomes self-governing , the details and terms of reference for which are set out at Part 2 of Schedule 5;
"Warranties"	means the warranties set out in clause 5.2.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 each gender includes the other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to this Agreement include its Schedules;
- 1.2.4 references to clauses, sub-clauses and/or Schedules are to clauses and/or sub-clauses of and Schedules to this Agreement and references in a Schedule or part of a Schedule are to a paragraph of that Schedule or that part of that Schedule;
- 1.2.5 references to persons include individuals, unincorporated bodies and partnerships (in each case whether or not having a separate legal personality), governments, government entities, companies and corporations and any of their successors, permitted transferees or permitted assignees;
- 1.2.6 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 1.2.7 the words and phrases 'other', 'including' and 'in particular' or similar words shall not restrict the generality of any preceding words or be construed as being limited to the same class, acts, things or matters as the preceding words where a wider construction is possible;

- 1.2.8 the contents table, if any, and the descriptive headings to clauses, Schedules and paragraphs in this Agreement are inserted for convenience only, have no legal effect and shall be ignored in the interpretation of this Agreement;
- 1.2.9 references to legislation include any modification or re-enactment of it but exclude any re-enactment or modification after the date of this Agreement to the extent they make any Party's obligations more onerous or otherwise adversely affect the rights of any Party;
- 1.2.10 references to this Agreement, any specified clause in this Agreement, any other document or any specified clause in any other document are to this Agreement, that document or the specified clause as in force for the time being and as amended, varied, novated or supplemented from time to time; and
- 1.2.11 references to time shall mean London time, unless otherwise stated.

1.3 If there is a conflict between the terms of the body of this Agreement and the terms of the Schedules, the terms of the body of this Agreement will prevail over the Schedules.

2. SUBSCRIPTION FOR SHARES

2.1 Subject to the provisions of clauses 4.1 to 4.2, each of the Subscribers shall subscribe (or shall procure that its nominee subscribes) in cash for, and the Company shall allot and issue fully paid to the Subscribers (or their respective nominees) the following New Shares as set out in column 2 of the table below at a subscription price set out in column 3 of the table below in accordance with the terms and conditions of this Agreement (which allotment shall be proportional to the value committed by each Party to the Company).

Subscriber	Number of New Shares	Total subscription monies
CPCA	[XXX] Shares	£[XXX]
PCC	[XXX] Shares	£[XXX] [to be satisfied by the transfer by PCC to the Company of the Property in accordance with clause 4.2.3 – valuation TBC]

2.2 CPCA agrees to vote in favour of the Resolutions and hereby irrevocably waives all and any pre-emption rights they or their nominees may have pursuant to the Company's articles of association or otherwise so as to enable the issue of any shares in the capital of the Company contemplated by this Agreement to proceed free of any such pre-emption rights.

3. CONDITIONAL COMPLETION

3.1 Completion is conditional on the Completion Conditions being satisfied or waived in accordance with clause 3.4.

3.2 The Subscribers shall use their respective reasonable endeavours to procure that the Completion Conditions are satisfied no later than the Long Stop Date.

3.3 If at any time any Party become aware:

- 3.3.1 of any fact or circumstance that might prevent any of the Completion Conditions being satisfied; or

3.3.2 that any of the Completion Conditions has been satisfied,

it shall immediately inform the other Parties in writing.

3.4 The Subscribers may waive any of the Completion Conditions by agreement in writing not later than 12.00 pm on the Long-Stop Date.

3.5 If the Completion Conditions have not been satisfied or waived in accordance with this Agreement by 12.00 pm on the Long-Stop Date, the Long-Stop Date may be extended by agreement in writing between the Subscribers to a date falling no later than 20 Business Days after the Long-Stop Date.

3.6 If the Completion Conditions have not been satisfied or waived by the Subscribers (where applicable) by 12.00 pm on the Long-Stop Date and the Long-Stop Date has not been extended pursuant to clause 3.5, this Agreement shall terminate automatically at 12.01pm on the Long-Stop Date.

3.7 If this Agreement terminates pursuant to clauses 3.6, each Party's further rights and obligations cease immediately on termination, save that clauses 1 (Definitions and interpretation), 9.7 (Entire agreement), 9.11 (Costs), 10 (Notices), 8 (Confidentiality and announcements) and 11 (Governing law and jurisdiction) shall remain in full force and effect and termination shall not affect any Party's accrued rights and obligations at the date of termination (including for breach of this Agreement).

4. COMPLETION

4.1 Subject to the Completion Conditions having been satisfied or waived by the Subscribers and unless this Agreement is previously terminated in accordance with its terms, Completion shall take place on the Completion Date once the events set out in clause 4.2 have occurred.

4.2 At Completion the following events shall occur:

4.2.1 CPCA shall pay (or shall procure that CPCA's Solicitors shall pay) the sum set out against CPCA's name in column 3 of the table in clause 2.1 (being the aggregate subscription price for the New Shares to be subscribed by it) by electronic funds transfer to the bank account of the Company as set out below and payment made in accordance with this clause 4.1 shall constitute a good discharge for CPCA of its obligations under this clause 4.1:

Account name	:	[REDACTED]
Bank	:	[REDACTED]
Account number	:	[REDACTED]
Sort code	:	[REDACTED]

4.2.2 The Parties (together with such other parties as applicable) will enter into the Joint Venture Agreement;

4.2.3 subject to due diligence satisfactory to the company, PCC will deliver the Property Transfer to the Company;

4.2.4 the LGF Grant shall be assigned to the Company by way of a loan on terms to be agreed between the Company and the Parties; **[have the terms of the intra-group loan been finalised?]**

4.2.5 a meeting of the Board shall be held at which the Company shall:

(a) subject to:

(i) payment by CPCA in accordance with clause 4.2.1; and

(ii) the assignment by CPCA to the Company of the LGF Grant in accordance with clause 4.2.4,

approve the issue of the number of New Shares set out in column 3 of the table at clause 2.1 credited as fully paid to CPCA and enter its name in the register of members in respect thereof and execute and deliver to CPCA a certificate for those New Shares;

- (b) subject to completion of the Property Transfer in accordance with clause 4.2.3, approve the issue of the number of New Shares set out in column 3 of the table at clause 2.1 credited as fully paid to PCC and enter its name in the register of members in respect thereof and deliver to PCC a certificate for those New Shares;
- (c) pass any such other resolutions as may be required to carry out the obligations of the Company under this Agreement.

5. **WARRANTIES**

- 5.1 Each Party warrants to the other Party (for itself and as trustee for any successors in title and assigns) that as at the date of this Agreement it has full power and authority to enter into and perform this Agreement which constitutes, or when executed will constitute, valid and binding obligations on each of them enforceable in accordance with their respective terms, conditions and provisions.
- 5.2 CPCA warrants to PCC (for itself and as trustee for any successors in title and assigns) in relation to the Company that as at the date of this Agreement:
 - 5.2.1 the Company has full power and authority to enter into and perform this Agreement which constitutes, or when executed will constitute, valid and binding obligations on each of them enforceable in accordance with their respective terms, conditions and provisions; and
 - 5.2.2 the information in Schedule 1 is true, complete and accurate and CPCA is the sole legal and beneficial owner and the sole registered holder of the one issued Share.

6. **BUSINESS UNDERTAKINGS**

The Company shall apply the proceeds of the subscriptions by CPCA and PCC for the New Shares in the furtherance of the Project.

7. **PROJECT MANAGEMENT AND AUTHORITY**

- 7.1 Pending Completion, the Subscribers shall undertake the Project for the purpose of achieving the Key Objectives in accordance with the Project Management Principles and the governance arrangements set out in Schedule 5.
- 7.2 Following Completion, the Parties will continue to undertake the Project in accordance with the terms of the Joint Venture Agreement.

8. **CONFIDENTIALITY AND ANNOUNCEMENTS**

- 8.1 Subject to clause 8.2, each Party shall keep confidential and shall not disclose any Confidential Information to any person (other than such of the Party's professional advisers as are required in the course of their duties to receive and consider it for the purposes of the transaction contemplated by this Agreement), except where the Confidential Information is:
 - 8.1.1 publicly available, other than as a result of a breach by a Party of this Agreement;
 - 8.1.2 lawfully available to a Party from a third party who was not subject to any confidentiality restriction prior to the disclosure of such Confidential Information; or
 - 8.1.3 required to be disclosed by law, regulation or by order or ruling of a court or administrative or regulatory body of a competent jurisdiction provided that the disclosing Party shall use its reasonable endeavours to the extent permitted to do so by law, the court or the authority

requiring disclosure, to first consult fully with the other Parties to establish whether and, if so, how far it is possible to prevent or restrict such enforced disclosure and take all reasonable steps to achieve prevention or restriction.

8.2 No Party shall issue any announcement relating to or in connection with this Agreement or any matters contained in it, without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed).

9. MISCELLANEOUS

9.1 Variation

No amendment or variation of this Agreement shall be effective unless made in writing and signed by or on behalf of all Parties.

9.2 Severability

9.2.1 Each provision of this Agreement is severable and distinct from the others. If any provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

9.2.2 If any provision of this Agreement is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of the provision was deleted or modified, the provision in question shall apply with such deletions and modifications as may be necessary to make it legal, valid and enforceable.

9.3 Waiver

9.3.1 No failure, delay, indulgence, act or omission by a Party in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any claim, right, remedy, power or privilege prevent any future exercise of it or the exercise of any other claim, right, power or privilege.

9.3.2 Any rights or remedies conferred upon a Party by this Agreement, shall be in addition to and without prejudice to all other rights and remedies available to it.

9.4 Further assurance

Each Party (at its own cost) shall, and shall use its reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the Parties such other instruments and documents (including deeds) and do all such further things as may be reasonably necessary to carry out, evidence and give effect to the provisions of and the matters contemplated by this Agreement.

9.5 Rights of third parties

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.

9.6 Assignment

No Party shall be entitled to assign the benefit or burden of any provision of this Agreement (or any of the documents referred to herein) without the consent of the other Parties (such consent not to be unreasonably withheld conditioned or delayed).

9.7 Entire agreement

9.7.1 This Agreement sets out the entire agreement and understanding between the Parties relating to the matters contemplated by this Agreement and supersedes all previous agreements (if any and whether in writing or not) between the Parties in relation to such matters.

9.7.2 This Agreement shall not be construed as creating any partnership or agency relationship between any of the Parties.

9.8 Succession

This Agreement shall be binding upon, and enure to the benefit of, each Party and their respective successors and assigns. Subject to and upon any succession and assignment permitted by this Agreement, any successor and/or assignee shall in its own right be able to enforce any term of this Agreement in accordance with its terms as if it were in all respects a Party to this Agreement, but until such time, any such successor or assignee shall have no rights whether as a third party or otherwise.

9.9 Time of the essence

Each time, date or period referred to in this Agreement (including any time, date or period varied by the Parties) is of the essence.

9.10 Counterparts

This Agreement may be signed in any number of separate counterparts. Each, when executed and delivered by a Party, will be an original; all counterparts will together constitute one instrument.

9.11 Costs

- (a) Subject to clause 9.11 **Error! Reference source not found.**, each Party shall pay its own costs and expenses incurred in connection with the preparation, negotiation and completion or rescission of this Agreement.
- (b) The Parties acknowledge that CPCA has incurred and will incur significant external legal and project management costs in connection with the Project. If during the term of this Agreement PCC:
 - (i) breaches the terms of this Agreement and CPCA chooses as a result to terminate this Agreement; or
 - (ii) unilaterally withdraws from the Project,

PCC must reimburse CPCA **[insert agreed proportion]** of the aggregate external costs, fees and expenses incurred by CPCA in connection with the Project (including without limitation legal and project management costs) together with any irrecoverable VAT incurred on them.

10. NOTICES

10.1 Notices under this Agreement will be in writing and sent to the person and address in clause 10.2. They may be given, and will be deemed received:

10.1.1 by first-class post: two Business Days after posting;

10.1.2 by airmail: seven Business Days after posting;

10.1.3 by hand: on delivery; [and]

10.1.4 [by email: on receipt of a [delivery OR read] return mail from the correct address.]

10.2 Notices will be sent:

10.2.1 to CPCA at: **[insert name]**, **[insert title]**, **[insert address]**, **[insert email]**, **[insert any persons to whom a copy should be sent]**;

10.2.2 to PCC at: [insert name], [insert title], [insert address], [insert email], [insert any persons to whom a copy should be sent]; and

10.2.3 to the Company at: [insert name], [insert title], [insert address], [insert email], [insert any persons to whom a copy should be sent].

10.3 A Party may change the address or facsimile number to which such notices to it are to be delivered by giving not less than five Business Days' notice to the other Parties.

10.4 [No notice given under this Agreement shall be validly served if sent by e-mail.] ***Please confirm CPCA policy on receiving notices by email***

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

11.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

AGREED by the Parties on the date set out on page 1.

[Insert execution blocks – please provide appropriate blocks for CPCA and PCC]

SCHEDULE 1

THE COMPANY

Name:	[insert details]
Date and place of incorporation:	[insert details]
Previous names and date of change:	[insert details]
Registered number:	[insert details]
Registered office:	[insert details]
Issued share capital:	[insert details]
Directors:	[insert details]
Secretary:	[insert details]
Accounting reference date:	[insert details]

SCHEDULE 2

COMPLETION CONDITIONS

1. The passing of directors' and shareholders' resolutions in the agreed form at a duly convened Board meeting and by shareholders' written resolution to:
 - 1.1 authorise the allotment of the New Shares;
 - 1.2 waive pre-emption rights in respect of the allotment and issue of the New Shares;
 - 1.3 adopt the New Articles
2. The Parties entering into the Joint Venture Agreement and it having become unconditional in all respects save as to any condition in such agreement as to completion of this Agreement;
3. The LGF Grant having been awarded and it having become unconditional in all respects save as to any condition in the confirmation of grant as to completion of this Agreement;
4. **[Other funding? – insert details if required]**
5. The Higher Education Partner having been appointed.
6. In respect of the Property:
 - 6.1 Planning Permission having been obtained;
 - 6.2 the Property Transfer having been delivered to the Company.
7. the Warranties being true and accurate in all respects and not misleading as if given them at Completion by reference to the facts and circumstances existing as at Completion.

SCHEDULE 3

PROJECT KEY OBJECTIVES (PHASE 1)

[To be inserted by Mace as per discussion at meeting on 16 October]

SCHEDULE 4

PROJECT MANAGEMENT PRINCIPLES

1. Collaborate and co-operate. Establish and adhere to the Project governance requirements set out in Schedule 5 to ensure that activities are delivered and actions taken as required in accordance with the Action Plan;
2. Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement and the Action Plan;
3. Be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
4. Learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
5. Adopt a positive outlook. Behave in a positive, proactive manner;
6. Adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation (if applicable);
7. Act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
8. Manage stakeholders effectively;
9. Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement and in the Action Plan. In particular the parties agree to make the contributions detailed in clause 4.2;
10. Act in good faith to support achievement of the Key Objectives and compliance with these Project Management Principles.
11. Each Party accepts its obligation to work in good faith and for mutual benefit to secure the delivery of an independent University of Peterborough and agrees to adhere to the principle of fair play in bearing any burdens that may arise from the pursuit of the Project;
12. The Parties agree to conduct the business of the Company in an open and transparent manner subject to specific constraints of commercial confidentiality where these may need to apply e.g. in the course of agreeing commercial transactions and during the conduct of procurement exercises.
13. The Parties agree not to pursue projects that would directly compete with the Project within the Peterborough City Council and Cambridgeshire and Peterborough Combined Authority administrative geography.
14. Where decisions made by the Board of the Company may need to be subject to consultation with its member bodies the Parties undertake to use their best endeavours to expedite their response in a timely and considered manner

SCHEDULE 5

PROJECT GOVERNANCE

PART 1 OVERVIEW AND GUIDING PRINCIPLES

1. OVERVIEW

The Project's governance will:

- 1.1 provide strategic oversight and direction;
- 1.2 be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- 1.3 align decision-making authority with the criticality of the decisions required;
- 1.4 be aligned with Project scope and each Project stage (and may therefore require changes over time);
- 1.5 leverage existing organisational, group and user interfaces;
- 1.6 provide coherent, timely and efficient decision-making; and
- 1.7 correspond with the key features of the Project governance arrangements set out in this Schedule 5.

2. REPORTING

Project reporting shall be undertaken at two levels:

- 2.1 Project Management Board: Minutes and actions will be recorded for each Project Management Board meeting and reports to Transition Board shall be monthly. Any additional reporting requirement shall be at the discretion of the Project Management Board or as required by the Transition Board.
- 2.2 Transition Board: Reporting to principals (CPCA and PCC) shall be [monthly], based on the minutes from the Project Management Board highlighting:
 - 2.2.1 progress this period;
 - 2.2.2 issues being managed;
 - 2.2.3 issues requiring help (that is, escalations to the Transition Board); and
 - 2.2.4 progress planned next period and/or aligned with the frequency of the Transition Board meetings.
- 2.3 The Project Management Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Transition Board before being issued.

PART 2 TRANSITION BOARD

1. OVERVIEW

1.1 The Transition Board provides overall strategic oversight and direction to the Project. This group will consist of:

1.1.1 PCC: Dave Anderson, Interim Development Director and Peter Carpenter, acting Corporate Director: Resources and S151 Officer, Peterborough City Council.

1.1.2 CPCA: John T Hill, Director Business and Skills, Kim Cooke, Skills Strategy Manager

1.2 The Transition Board shall be managed in accordance with the terms of reference set out below.

2. TERMS OF REFERENCE OF SUBSCRIBERS' BOARD

2.1 The Transition Board will meet [monthly] and at least [insert] days' notice of a meeting shall be given to members, together with an agenda and relevant papers identifying in reasonable detail the matters to be raised at the meeting.

2.2 The quorum for meetings of the Transition Board will be [XXX], of which at least one must be a representative from CPCA and one from PCC.

2.3 [insert name] shall be responsible to preparing and circulating agendas, papers and minutes for each meeting.

2.4 The Transition Board will be chaired by John T Hill, who will have a second or casting vote.

2.5 Meetings may take place in person or by telephone conference or other form of communication equipment provided that all parties participating in the meeting are able to speak to and hear each other.

PART 3 PROJECT MANAGEMENT BOARD

1. OVERVIEW

The Project Management Board will provide management oversight at Project and workstream level. It will provide assurance to the Transition Board that the Key Objectives are being met and that the Project is performing within the boundaries set by the Transition Board. The Project Management Board shall be managed in accordance with the terms of reference set out below.

2. TERMS OF REFERENCE

2.1 The Project Management Board consists of representatives from each of the Subscribers and Mace. The Project Management Board shall have responsibility for the creation and execution of the Action Plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Management Board. The core Project Management Parties are:

2.1.1 [insert names and positions of members].

2.2 The Project Management Board will report monthly to the Transition Board, such reports to be provided within [14] days of the date of the relevant meeting.

2.3 The Project Management Board will meet monthly and at least [insert] days' notice of a meeting shall be given to members, together with an agenda and relevant papers identifying in reasonable detail the matters to be raised at the meeting. [insert details of standing agenda items]

2.4 The quorum for meetings of the Project Management Board will be [XXX], of which at least one must be a representative from CPCA, one from PCC and one from Mace.

- 2.5 [insert name] shall be responsible to preparing and circulating agendas, papers and minutes for each meeting and for providing reports to the Transition Board.
- 2.6 The Project Management Board will be chaired by [insert name], who will [not] have a second or casting vote.
- 2.7 Meetings may take place in person or by telephone conference or other form of communication equipment provided that all parties participating in the meeting are able to speak to and hear each other.