



## **Agreement Reference Number TO 842**

### **Avon and Somerset Police Authority**

Police Headquarters, PO Box 37, Valley Road, Portishead, Bristol, BS20 8JJ  
Telephone 01275 816386 Facsimile 01275 816388

## **SafeCam Collaboration Agreement** between

**Avon and Somerset Police Authority**  
**Somerset County Council**  
**Bath and North East Somerset Council**  
**Bristol City Council**  
**North Somerset Council and**  
**South Gloucestershire Council**

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**THIS AGREEMENT** is made [                    ] day of                    [                    ] 2008

**BETWEEN:**

- (1) Avon and Somerset Police Authority, PO Box 37, Valley Road, Portishead, Bristol, BS20 8QJ (“A&SPA”)
- (2) Somerset County Council, [address<sub>[HG1]</sub>],
- (3) Bath and North East Somerset Council, [address<sub>[HG2]</sub>],
- (4) Bristol City Council (address<sub>[HG3]</sub>);
- (5) North Somerset Council (address<sub>[HG4]</sub>)
- (6) South Gloucestershire Council, [The Council Offices, Castle Street, Thornbury BS35 1HF](#)

(7) **WHEREAS:**

- (A) Central Government has, as one of its stated aims, the reduction in the number of people killed or seriously injured in road collisions. One method of achieving this is by encouraging the establishment of safety camera partnerships involving inter alia local authorities, highway agencies, the Police and Magistrates Courts, whereby the partners work together to improve road safety through the use of speed and red light enforcement cameras.
- (B) Prior to the Commencement Date the Parties have collaborated in the operation and running of the Avon and Somerset Safety Camera Partnership in accordance with rules and guidance issued by the Department of Transport and under the terms of a memorandum of understanding. The Parties wish to record their respective roles and responsibilities.
- (C) The philosophy is to deploy cameras to reduce road casualties by deterring drivers and riders from violating speed limits with the aim of utilising photographic evidence from cameras to facilitate prosecutions. The performance of deploying cameras in this manner in achieving speed reductions and reductions in casualty numbers will be measured at each site and across the whole safety camera programme. This philosophy will be pursued through collaborative working between those party to this Agreement.
- (D) Accordingly this Agreement sets out the understanding between the Parties.

**NOW IT IS AGREED** as follows:

## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

<b>“Agreement”</b>	means this Agreement document construed as one instrument;
<b>“Assets”</b>	means the office space, equipment and facilities more particularly described in clause 11;
<b>“Chair”</b>	means the Chairperson from time to time of the Steering Group as the context requires;
<b>“Commencement Date”</b>	means 1 <sup>st</sup> April 2008
<b>“Communications and Marketing Manager”</b>	means the Communications and Marketing Manager employed by SafeCam.
<b>“Confidential Information”</b>	means all information disclosed by one Party to another Party provided that such item of information would appear to a reasonable person to be confidential or is clearly marked as confidential or is accompanied by a written statement that the same is confidential or proprietary;
<b>“Data Manager”</b>	means the Data Manager employed by SafeCam.
<b>“Employing Partner”</b>	means a Party which employs an employee to work in connection with the Project;
<b>“Steering Group”</b>	means the SafeCam Steering Group constituted by the Parties pursuant to clause 4, the terms of reference of which at the Commencement Date are appended at Schedule Three;
<b>“FOI Officer”</b>	means the Freedom of Information Officer employed by SafeCam;
<b>“Founder Parties”</b>	means the Parties to this Agreement at the Commencement Date and “Founder Party” shall mean any one of them;
<b>“Project”</b>	means the project described in Schedule One;
<b>“Project Manager”</b>	means the manager responsible for the day to

	day management of SafeCam;
<b>“Project Objectives”</b>	means the objectives of the Project described in Schedule Two;
<b>“Project Team”</b>	means the staff employed whether whole or part time to work on the Project and employed by the Parties as detailed in Schedule Six;
<b>“Intellectual Property Rights”</b>	means all intellectual property rights including but not limited to trademarks, service marks, patents, knowhow, copyright (including but not limited to html, xml, dhtml, SQL, java, C++, visual basic and all other source code formats, code templates, flow charts and routines), and database rights together with any applications to register any of the same anywhere in the world;
<b>“Lead Financial Party”</b>	means the Somerset County Council who will manage the Pooled Central Funds;
<b>“Operations Protocol”</b>	means the Operations Protocol set out at Schedule Seven as maybe revised and updated from time to time;
<b>“SafeCam”</b>	previously known as Avon and Somerset Safety Camera Partnership;
<b>“Speedchoice”</b>	means the service provider of national speed awareness training on behalf of SafeCam;
<b>“SRSP”</b>	means the Somerset Road Safety Partnership
<b>“Party”</b>	means a party to this Agreement for so long as it shall participate in the Project, including, where appropriate, but not limited to, the Founder Parties and such other third parties as the Steering Group may determine from time to time pursuant to Clause 16 and “Parties” shall be construed accordingly.
<b>“Pooled Central Funds”</b>	means the funds to be paid by the Parties which are to be used to fund the operational costs of the Project;
<b>“Road Safety Partnerships”</b>	means the Somerset Road Safety Partnership and the West of England Road Safety Partnership

<b>“Rules and Guidance”</b>	means the handbook of rules and guidance for the national safety camera programme as from time to time issued by the Department for Transport;
<b>“Treasurer”</b>	means the officer appointed by the Lead Financial Party to manage the Pooled Central Funds.
<b>“WoERSP”</b>	Means the West of England Road Safety Partnership

1.2 In this Agreement where the context requires:

1.2.1 the masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa;

1.2.2 references to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

1.2.3 a reference to a person shall include a reference to any individual, company, or other legal entity;

1.2.4 references to clauses and schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;

1.2.5 headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement.

1.3 Subject to clause 1.4, the Schedules form an integral part of this Agreement.

1.4 In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules the provisions of this Agreement shall prevail and for the purposes of this clause 1.4 only the term “Agreement” shall not include the Schedules.

## **2. COMMENCEMENT AND TERM**

2.1 This Agreement shall be deemed to have commenced on the Commencement Date and shall continue until 31 March 2009 unless terminated earlier pursuant to and in accordance with Clause 16. This Agreement may be extended year on year for a further four years subject to the mutual agreement of all parties.

## **3. PROJECT OBJECTIVES AND SCOPE**

The Parties agree:

## **Collaboration between Parties**

- 3.1 to work together and to collaborate on the development of the Project;
- 3.2 to fully co-operate with each other in relation to the Project and to act at all times in such a way as to safeguard and further the common interests of the Parties in respect of the Project and to further the Project Objectives;

## **No restriction on engaging in other activities**

- 3.3 that no Party shall in any way be restricted from engaging in any activities undertaken by it in the normal course of its day to day activities;

## **Wider Co-operation of the Parties**

- 3.4 without prejudice to the generality of clause 3.1 and 3.2, in furtherance of the Project Objectives each party shall co-operate in:
  - 3.4.1 developing, maintaining and updating an Operations Protocol for the Project;
  - 3.4.2 where appropriate, harmonising administrative and other relevant policies, procedures and structures;
  - 3.4.3 developing and sharing resources where appropriate;
  - 3.4.4 developing and sharing any other common facilities;
  - 3.4.5 acting as necessary as an employer for the purposes of employing personnel for the purposes of the Project;
  - 3.4.6 engaging in any further activities to facilitate or which are conducive or incidental to its responsibilities under the Project or as agreed from time to time by the Parties; and
  - 3.4.7 engaging in further activities to facilitate or which are conducive or incidental to its responsibilities under the Project or as agreed from time to time by the Steering Group.

## **4. THE STRUCTURE**

- 4.1 The Project shall have a Steering Group and special interest groups or advisors as the Parties agree are appropriate from time to time and the Parties shall co-operate in the establishment and maintenance of the same.
- 4.2 The role of this Steering Group is to provide high level guidance in terms of ensuring an integrated approach to other road safety and traffic management measures outside the scope of the SafeCam.

## 5. STEERING GROUP

- 5.1 The Steering Group shall be responsible for ensuring that all functional teams across the Road Safety Partnerships work cohesively to deliver the Operations Protocol and any other reasonable requirements of the WoERSP and the SRSP. It shall develop and prepare Project strategy for consideration and approval by the Steering Group and oversee the implementation of the strategies approved by the Steering Group.
- 5.2 The terms of reference of and the responsibilities of the Steering Group are more particularly set out in Schedule Three to this Agreement.

## 6. PROJECT TEAM

- 6.1 The Project Team shall be responsible for ensuring that all parties work cohesively to deliver the Operations Protocol and any other requirements of the WoERSP and the SRSP. It shall develop and prepare Project strategy for consideration and approval by the Steering Group. The terms of reference of and the responsibilities of the Project Team are more particularly set out in Schedule Four of this Agreement.

## 7. PROJECT FUNDING AND POOLED CENTRAL FUNDS

### Pooled Central Funds

- 7.1 The Road Safety Partnerships will through their own budget cycle decide upon the amount of financial contribution to be made each financial year to SafeCam. Each Local Authority Partner agrees to notify the level of its contribution to the Lead Financial Party prior to the start of a new financial year. The Parties agree not to seek recovery of any unspent contributions committed to the project except if the Project is disbanded or suspended in accordance with clause 14 of this Agreement. The principle behind the Pooled Central Funds is to meet the costs of the Project as more particularly set out in the Operations Protocol but which in general terms will cover the administration costs incurred in connection with the Project.
- 7.2 A&SPA will contribute an agreed amount of funding from monies through the national speed education programme. A&SPA will agree this amount with the Road Safety Partnerships annually.
- 7.3 7.3.1 Any additional revenue generated through the national speed education programme over and above the amount agreed in clause 7.2 will also be included in the Pooled Central Funds.
- 7.3.2 The Road Safety Partnerships will decide how these funds will be allocated to road safety initiatives. Unless otherwise agreed by the Steering Group the funds will be ~~evenly shared~~ distributed on a pro rata basis between the Road Safety Partnerships.

## Management of Pooled Central Funds

7.3 The Pooled Central Funds shall be managed in accordance with the provisions of Schedule Five.

## Lead Financial Party

7.4 The Parties agree that Lead Financial Party will act as the first Lead Financial Party for the Pooled Central Funds.

## Financial Contributions of Parties

7.5 The Road Safety Partnerships agree to contribute the sums indicated below to Pooled Central Funds for the Project in respect of the financial year 2008/2009 and thereafter such sums as they shall decide to allocate having taken account of the Operations Protocol and the views of the Steering Group.

Financial year 2008/2009						£
A&SPA	..	..	..	..	..	£ 300,000
SRSP	..	..	..	..	..	£ 900,000
WoERSP	..	..	..	..	..	£1,000,000

## Project Funding from Pooled Central Funds

7.6 Arrangements governing the way in which Pooled Central Funds are to be managed are more particularly set out in Schedule Five to this Agreement and any Party wishing to claim costs and expenditure incurred against the Project shall do so in accordance with procedures set down in the aforesaid schedule and the Operations Protocol.

7.7 The Steering Group shall be responsible for ensuring that all Pooled Central Funds received from external funding agencies shall be allocated and used only for the specific purpose or purposes provided for by the relevant funding agency.

## Capital Expenditure

7.8 Each Road Safety Partnership will be responsible for any capital expenditure it commits to in connection with the Project. For the avoidance of doubt such expenditure is expected to cover capital items necessary or ancillary to the Project. [Further guidelines are detailed within the Operations Protocol \(Schedule Seven\) – see Camera Equipment and Site Maintenance Policy.](#) ~~for example, without limitation, fixed camera housings, works to the highway, vehicle-actuated signs and other signs~~ (f5)

- 7.9 Either Road Safety Partnership wishing to claim costs and expenditure incurred against the Project shall do so in accordance with procedures set down in the Schedule Five and the Operations Protocol.

### **Audit Trail of Expenditure**

- 7.10 A full audit trail of expenditure relating to the Pooled Central Funds shall be kept by the Parties in accordance with the provision of paragraph 8 of Schedule Five.

## **8. POOLED CENTRAL FUNDS INDEMNITY**

- 8.1 Each Party shall in equal shares, indemnify and keep the Lead Financial Party indemnified against all liabilities, costs and expenses incurred in relation to any contract, activities or commitments undertaken by the Lead Financial Party relating to the Pooled Central Funds, where the Lead Financial Party has been duly authorised to act on behalf of the other Parties and acts in accordance with that authority and with the management of Pooled Central Fund arrangements set out in Schedule Five provided that this indemnity will not apply where Pooled Central Funds are allocated to Projects specific to one Party or some of the Parties whereby the individual Party or Parties in receipt of such allocation shall bear full contractual responsibility.

## **9. ROLES AND RESPONSIBILITIES OF THE PARTNERS**

### **Project Management Manager**

- 9.1 The ~~Road Safety Partnerships Steering Group~~ will define and agree the responsibilities of the Project management Manager ~~in consultation with the Project Team~~. At the commencement date the Project management Manager of SafeCam is ~~the responsibility of the Road Safety Partnerships and includes~~ responsible for the following:
- 9.1.1 the prioritising, delivery and reviewing of enforcement as directed by each Road Safety Partnership;
  - 9.1.2 the provision of project management resources and support;
  - 9.1.3 the compilation and maintenance of the Operations Protocol;
  - 9.1.4 establishing outcomes and monitoring the achievement as required by the Road Safety Partnerships and other partners [the Parties];
  - 9.1.5 gathering data in support of the Parties required outcome measures;
  - 9.1.6 operational compliance with the national Rules and Guidance,
  - 9.1.7 setting up and maintaining appropriate financial protocols in conjunction with the Treasurer on agreed project expenditure;

- 9.1.8 establishing budget management and control of the Project in conjunction with the Treasurer.
- 9.1.9 identifying and fulfilling staffing requirements for the Project through the appropriate Employing Partner;
- 9.1.10 establishing, reviewing and improving operating procedures for the Project Team, and effective interfaces with external teams;
- 9.1.11 training of [the Project Team] staff on Project specific requirements ~~[and through employing agents??]~~;
- 9.1.12 projecting anticipated Project activity levels and co-ordinating between the Parties to allow adequate capacity to be made for the Project.
- 9.1.13 reporting to Steering Group and Road Safety Partnerships at agreed frequencies;
- 9.1.14 maintaining effective liaison with the Parties, regional and national groups in order to share best practice and experience to maximise the road safety benefits
- 9.1.15 delivery of Speedchoice driver education programme to the Partnership.

## Camera Enforcement

- 9.2 The Project Team will:-
  - 9.2.1 provide speed detection and supporting facilities to deliver the agreed Operations Protocol for the project;
  - 9.2.2 dedicate resources to the Project for the duration of this agreement, or where this is not feasible, costs will be recovered on an agreed pro rata basis according to project use of the resource on a quarterly basis.
  - 9.2.3 provide cameras, vehicless and operators in support of the planned levels of activity in the Operations Protocol. ~~[The cost of repairs or replacement of camera associated equipment will be recovered from pooled central funds through a depreciation charge. What does this mean? What about vandalised kit?]~~
  - 9.2.4 undertake camera enforcement and offence processing in accordance with relevant Association of Chief Police Officer, Home Office and camera manufacturer's guidance;

- 9.2.5 provide cameras that are Home Office approved devices, maintained and calibrated in line with manufacturers' recommendations;
- 9.2.6 agree separately with each Road Safety Partnership the introduction of new technology and if such technology is a deviation from the Operations Protocol it will need to be funded via separate discussion between each Road Safety Partnership and the Steering Group.
- 9.2.7 carry out pre-enforcement checks against site records and ensure appropriate visibility of the agreed signs, camera housings, vehicle and operator;
- 9.2.8 gather enforcement, speed and casualty data for the activities of the Partnership, unless such data is made available from existing or alternative sources.

### **Communications**

- 9.3 The communication activities of the SafeCam are the responsibility of the Communications and Marketing Manager and include:-
  - 9.3.1 agreeing and delivering the communications strategy for SafeCam as agreed by the Road Safety Partnerships and identified within the Operations Protocol;
  - 9.3.2 agreeing the communications and marketing activity annually with the Road safety Partnerships.

### **Data Analysis**

- 9.4 The data analysis activities of the Partnership are the responsibility of the Data Manager and include
  - 9.4.1 setting up and maintaining [site location data for each site to include site location, -](#)assessment and justification data for each site;
  - 9.4.2 periodic review [and regular reporting](#) of site performance for active enforcement locations in relation to casualty, speed, enforcement (including necessary evidential records) and local road safety/driver behaviour data;
  - 9.4.3 record the actions and plans for each site as agreed between relevant Parties to ensure the effective operation of the site, including compliance with [the Partnership] and national policies for enforcement, signing, engineering works or maintenance and communication;
  - 9.4.4 providing site data for members of the public, the Parties, the Project Team;

- 9.4.5 reporting of performance as agreed with the Road Safety Partnerships
- 9.4.6 maintaining effective liaison with the Road Safety Partnerships and with regional and national groups in order to share best practice and experience to maximise the road safety benefits.
- 9.4.7 annually agreeing data analysis activities with the Road Safety Partnerships

### **Treasurer**

- 9.5 The role of Treasurer of the Partnership is the responsibility of Somerset County Council and includes:-
  - 9.5.1 liaison with the Parties to establish and maintain the Project budget; [report at least quarterly to A&SPA and the Road Safety Partnerships on all income and expenditure in relation to SafeCam;](#)
  - 9.5.2 examining and reimbursing, on an annual basis, approved expenditure to Parties relating to task and objectives achieved or completed in accordance with the Operations Protocol and the financial procedures set out in Schedule Five;
  - 9.5.3 completing the Project's annual accounts for SafeCam.

### **Highway Engineering**

- 9.6 The highway engineering activities are the responsibility of each Party with a highway authority function and include:-
  - 9.6.1 assessing and reviewing the site suitability for enforcement after, or complementary to other interventions;
  - 9.6.2 ensuring speed limit signing compliance with national standards
  - 9.6.3 providing an inventory of site signing for checking prior to enforcement and the period review of sites for compliance.

### **Freedom of Information Officer**

- 9.7.1 The FOI Officer will deal with all Freedom of Information enquiries on behalf of SafeCam in accordance with the Operations Protocol.

### **Road Safety Partnerships**

- 9.8 The Road Safety Partnerships will:-

9.8.1 allocate funding to SafeCam from Department for Transport Road Safety Grant and Speedchoice revenue

9.8.2 send representatives to attend meetings of the Steering Group

9.8.3 ~~provide~~ agree an Operations Protocol for SafeCam camera enforcement and other related activities.

## **10. PROCUREMENT**

10.1 The Parties agree that the procurement by all or any of them of any contracts in relation to this Agreement shall be compliant with propriety and comply with all other relevant laws and Regulations of United Kingdom or Directives of the European Union applicable to public procurement.

10.2 Each Party shall provide all necessary information and assistance to ensure that all such laws, regulations and requirements referred to in clause 10.1 are complied with

## **11. ASSETS**

11.1 The provision of office space, equipment and facilities made available or used in connection with this Partnership will be as set out in this clause 11.

11.2 Each Road Safety Partnership shall own the safety camera housing used in connection with the Project whether such housing has been purchased before or after the Commencement Date.

11.3 The A&SPA shall own the safety camera placed in the safety camera housing and shall also own the mobile safety cameras used in connection with the Project whether such cameras have been purchased before or after the Commencement Date.

11.4 The A&SPA shall provide the IT equipment for the Project for use by the Project Team. For the purposes of this clause 11.4 IT equipment means such computers, monitors, printers, software and such other equipment necessary for or ancillary to the running of the same.

11.5 The A&SPA and Somerset County Council shall provide office accommodation for the Project Team. Such accommodation to form separate agreements. Either of these parties wishing to claim costs and expenditure incurred against the Project shall do so in accordance with procedures set down in the Schedule Five and the Operations Protocol.

11.6 Each Party agrees not to withdraw its Assets from the Project except if the Project is disbanded or suspended or a Party withdraws in accordance with clause 16 of this Agreement.

11.7 The Treasurer shall maintain an asset register of all Assets used in connection with the Project.

## **12. PROVISION OF NON-CASH RESOURCES**

12.1 So far as is reasonably practicable the Parties shall commit such non-monetary resources and assistance and in-kind support (including, without limitation, staff time of those of their respective staff who are not seconded to the Project) to the Project as shall be reasonably and appropriately requested by the Steering Group from time to time.

## **13. EMPLOYEES**

13.1 The Parties agree and shall procure that sufficient and appropriate staff shall be engaged or made available to manage and otherwise facilitate the activities undertaken or to be undertaken in respect of the Project.

13.2 The Steering Group in conjunction with the Project Manager shall determine the number and type of staff which shall be employed or otherwise engaged from time to time to ensure the successful progression of the Project and shall be responsible for causing the same to be recruited.

13.3 Any Party who acts as the employer of Project staff for the purposes of the Project shall be reimbursed from the Pooled Central Funds for all expenses reasonably and properly incurred by that Party for the provision of any such staff save that each employing Party shall be solely responsible and liable for all or any liabilities, awards, costs and expenses arising out of any employment related claim arising out of any employment related claim arising from any such employment provided.

13.4 All staff employed for the purpose of the Project shall be employed by one of the Parties designated for that purpose by the Steering Group.

13.5 Any employees provided by a Party to the Project who are seconded for the purposes of the development of the Project shall at all times remain the employee of that Party and shall remain bound by that Party's terms and conditions of employment, health and safety policy, disciplinary policy and capability policy and at the end of the period of secondment or the termination of this Agreement, whichever is sooner, the employee shall resume his normal duties for the Party concerned.

13.6 The staffing structure as at the date of this Agreement is shown at Schedule Six.

## **14. INDEMNITIES AND INSURANCE**

14.1 Each Party ("the Indemnifying Party") shall indemnify and keep indemnified the other Parties ("Indemnities") fully against all third party Claims which may be asserted against or suffered by the Indemnities arising out of or in

connection with any act or omission under this Agreement or breach of this Agreement by the Indemnifying Party. For the purpose of this clause 14.1 “Claims” shall mean all demands, claims and liability (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith.

- 14.2 The Parties shall each indemnify any particular risks either as a risk specific to themselves as a Party or as a risk specific to the Project or both. The Parties shall notify the Project Manager of any identified risks and such risks shall be managed by the Parties in accordance with strategies developed in the Operations Protocol or by the Steering Group.
- 14.3 Each party shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by them arising out of this Agreement and in the performance of their obligations under it, including death or personal injury, loss of or damage to property or any other loss.
- 14.4 Each Party shall hold employer’s liability insurance (in respect of any of their staff employed in the Project Team) in accordance with any legal requirement for the time being in force.
- 14.5 Each Party shall if called upon to do so by the Steering Group produce copies of all insurance policies referred to in this clause or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under these policies.

## **15. INTELLECTUAL PROPERTY RIGHTS**

- 15.1 The Parties acknowledge that, unless expressly agreed otherwise between the Parties, it is intended that all and any Intellectual Property Rights arising in respect of any goods or materials generated by the Project shall be jointly owned by the Parties. Each of the Parties shall do all things and enter into all documents reasonably necessary to facilitate this (including, without limitation, entering into any assignment or licence agreement in respect of such Intellectual Property Rights between the relevant Parties).

## **16. PARTIES TO THE PROJECT AND AGREEMENT AND TERMINATION**

- 16.1 The Parties shall procure that any change to the Parties shall be recorded in the minutes of the Steering Group and that a memorandum of the change shall be endorsed on all original copies of this Agreement.
- 16.2 Unless otherwise agreed by the Steering Group a Party may terminate its participation in the Project upon giving at least twelve 12 months’ notice in writing<sup>[f7]</sup> [to the Steering Group](#).

- 16.3 The Project shall be disbanded or suspended and, where appropriate, this Agreement terminated, if at any time a majority of the Steering Group so agree.
- 16.4 Subject to clause 20 the participation of a Party in the Project may be terminated by a simple majority vote of the Steering Group if such Party has committed any material breach of any of its obligations under this Agreement and (in the case of a breach which is capable of remedy) has failed to remedy the same within a period of sixty (60) days after receipt of written notice from the Chair of the Steering Group giving full particulars of the breach and requiring it to be remedied.
- 16.5 For the purposes of clause 16.4, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 16.6 If any Party shall reasonably be considered by a majority of Parties to be failing to co-operate in striving to achieve the aims of the Project such Party shall be considered to have committed a material breach of its obligations and the relevant provisions of 16.4 will apply.
- 16.7 In the event that a Party either leaves the Partnership in accordance with the provisions of clause 16.2 or 16.4 then to the extent that such action results in the Partnership or a particular Party incurring additional costs which it would not otherwise have incurred then the Party leaving the Partnership shall be liable for the aforementioned additional costs provided that it receives a full and complete breakdown and justifications of the additional costs being demanded.
- 16.8 Upon the termination of this Agreement for whatever reason the Parties shall take such steps as may be necessary in order to wind up the Project in a fair and orderly manner.

## **17. CONFIDENTIALITY**

- 17.1 Each Party shall use its best endeavours to keep in strict confidence, and shall ensure that its employees and agents keep in strict confidence, all and any Confidential Information acquired by it (whether directly or indirectly), concerning any other Party in consequence of this Agreement and/or its participation in the Project.
- 17.2 No Party shall use or disclose any Confidential Information received by it other than for the purpose of the Project provided that a Party may otherwise use Confidential Information which:-

17.2.1 at the time of disclosure is generally available to the public;

17.2.2 after disclosure becomes generally available to the public through no fault of the receiving Party;

17.2.3 the receiving Party can show was in its possession prior to the disclosure without any restriction on disclosure and which was not acquired directly or indirectly from any other Party; or

17.2.4 the disclosure is required by law.

17.3 Confidentiality obligations set out in this clause 17 shall survive for a period of two (2) years from the termination of this Agreement or (as may be appropriate) in respect of any Party or Parties from the time that Party or those Parties terminates its or their (as may be appropriate) participation in the Project for whatever reason.

## **18. PRESS RELEASES**

18.1 All press or other public announcements concerning the Project shall be made only by the person or persons authorised from time to time by the Project Team to make such announcements.

## **19. PLANNING, REVIEW AND MONITORING OF THE PROJECT AND THIS AGREEMENT**

19.1 The Project and the Project Objectives and their respective future development shall be subject to regular review and monitoring by the Steering Group and will cover, without limitation, site plans and performance; identification of potential new sites as appropriate; setting enforcement priorities; suspension of sites where appropriate and the identification and review of any short term tasks.

## **20. FORCE MAJEURE**

20.1 No Party shall be considered in breach of its obligations under this Agreement or be responsible for any delay in the carrying out of such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not), emergency, strike, industrial dispute, accident, fire, earthquake, flood, storm, tempest, any act of God or any other cause beyond the reasonable control of the Party or Parties affected.

20.2 If the performance of any Party's obligations under this Agreement is in the reasonable opinion of that Party likely to be hindered, delayed or affected by a reason falling within this clause 20 then the Party so affected shall promptly notify the other Parties in writing.

## **21. NOTICES**

21.1 All and any notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the relevant Party given in this Agreement or to such other address as it may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class pre-paid letter or by facsimile transmission and shall be deemed to have been served if by personal delivery when delivered, if by first class post five (5) days after posting and if by facsimile transmission when despatched. Notices will not be accepted by email.

## **22. STATUS OF THE PARTIES**

22.1 The Project shall have no legal existence apart from the Parties and the commitments between them under this Agreement.

22.2 Save as is expressly stated and provided for in this Agreement, nothing in this Agreement shall be construed as establishing or implying a merger of institutions, the establishment of a corporation, a partnership or any other form of entity having a legal personality whatsoever and nothing in this Agreement shall be deemed to constitute any of the Parties hereto as the agent of all or any of the other Parties or authorise or entitle any Party to (or represent itself as having authority or power to):

22.2.1 incur any expenses on behalf of any or all of the other Parties;

22.2.2 enter into any engagement or make any representation or warranty on behalf of all or any of the other Parties;

22.2.3 to pledge the credit of, or otherwise bind or oblige all or any of the other Parties; or

22.2.4 undertake any liability or obligation on behalf of or commit all or any of the other Parties in any way whatsoever;

without in each case obtaining the prior written consent of the relevant Parties.

22.3 The Parties acknowledge that collaboration between the Parties in respect of the subject matter of this Agreement has become known as "SafeCam" and that this title may continue to be attached to the collaboration of the parties as set out in this Agreement. The Parties agree, however, that this should not in any way prejudice clauses 22.1 and 22.2.

## **23. ASSIGNMENT ETC.**

23.1 This agreement is personal to the Parties and shall not be assigned or transferred [(nor the performance of any obligation hereunder subcontracted)] by any Party without the prior written consent of all the other Parties.

## **24. COSTS**

- 24.1 Except as specifically agreed to the contrary, any and all costs in relation to this Agreement and the subject matter hereof which are incurred by any one of the Parties shall be borne by the Party incurring the same.

## **25. THIRD PARTIES**

- 25.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **26. WHOLE AGREEMENT AND VARIATIONS TO THE AGREEMENT**

- 26.1 This agreement (including the documents and instruments referred to herein) supersedes all prior representations, arrangements, understandings and agreement between the Parties (whether written to oral) relating to the subject matter hereof and sets forth the entire complete and exclusive agreement and understanding between the Parties relating to the subject matter hereof.
- 26.2 Each Party warrants to the other Parties that it has not relied on any representation, arrangement, understanding or agreement, whether written or oral not expressly set out or referred in this Agreement.
- 26.3 This Agreement may be varied by the Steering Group by a simple majority vote save as to any terms of clause 16 which shall require the unanimous support of all Parties voting in accordance with their voting rights on the Steering Group. Any agreed variation shall be recorded in the minutes of the Steering Group and the Parties shall execute all such deeds or other documents as may thereupon become necessary to give effect to such resolution. Any such amendments must be reported to A&SPA Contracts Department with a copy of the minutes to ensure that amendments can be formalised.

## **27. DISPUTES**

- 27.1 In the event of any dispute or difference arising between the Parties as to the construction or application of this Agreement or as to any issue arising thereunder the Parties shall take all reasonable steps that shall lie within their respective powers to resolve such dispute or difference whether by negotiation, mediation or other appropriate form of dispute resolution procedure and the Parties shall only have recourse to any legal or arbitration proceedings in the event of the failure of such bona fide endeavours to resolve the dispute or difference in question by alternative methods of dispute resolution unless a Party has good cause to have recourse to legal or arbitration proceedings to avoid damage to its business or to protect or preserve any right(s) of action it may have.

**28. GOVERNING LAW**

28.1 This Agreement is made and shall be governed by and construed in accordance with English Law and the Parties hereby submit to the jurisdiction of the English Courts.

28.2 If any conflict shall arise between the provisions of this Agreement and the law relating to local government in England from time to time the latter shall prevail.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as a Deed in a manner legally binding on them the day and year first above written.

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**The Project**

To improve road safety and to reduce the number of people killed or injured in collisions on the roads within the geographical area of Avon and Somerset Police Authority, by working in partnership to develop an intelligence led speed reduction strategy which focuses on engineering, education, enforcement and evaluation.

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**The Project Objectives**

1. Achieve and demonstrate a measurable reduction in vehicle speeds, collisions and casualties using existing and additional speed and red light camera enforcement.
2. Conduct education campaigns, to influence positively, the cultural attitude of all road users, particularly drivers, towards safer use of roads, and to discourage dangerous driving, especially speeding.
3. To reassure the public that the motivation behind the process is driven by a wish to improve road safety, to help educate road users about road safety. The motivation is to save lives, not generate income.
4. To ensure that this initiative accords with the principles of Best Value and encompasses Best Practice.

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## SCHEDULE THREE

### Steering Group : Terms of Reference

1. The Steering Group shall comprise of one senior representative from time to time of each Road Safety Partnership and one senior representative of A&SPA together with one senior representative of the Highways Agency and one senior representative of Her Majesty's Court Service. In the event that the above mentioned officer is unable to attend he may appoint a substitute of suitable seniority to represent him. In addition the Project Manager, the Treasurer and the Communications and Marketing Manager of the Project Team shall be entitled to attend [but not vote] at meetings of the Steering Group.
2. Each member of the Steering Group shall have one (1) vote; i.e. each of the following Parties shall have one vote:
  - Somerset Road Safety Partnership
  - West of England Road Safety Partnership
  - Avon and Somerset Police Authority
  - Highways Agency
  - Her Majesty's Court Service
3. The Steering Group shall be responsible for, inter alia, approving the Operations Protocol for the project and for other strategic matters relating to the on-going and longer-term development of the [Project](#). In addition the Steering Group will receive reports from and monitor the work of the Project Group. [The Steering Group shall be responsible for approving any changes to the Operations Protocol \(Schedule Seven\)](#)
4. The Steering Group shall regulate its proceedings in a proper manner as it sees fit.
5. Meetings of the Steering Group shall be convened by the Steering Group Chair on a bi-annual basis or such other times as may be agreed by the Steering Group.
6. All decisions at meetings of the Steering Group shall require a majority vote. In the case of equality of votes, the Chair shall be entitled to a second casting vote.
7. The Steering Group will be administered by the Project Manager.
8. Agenda items should be sent to the Project Manager at least six working days prior to the date of each meeting.
9. Agendas and papers will be sent out at least five working days in advance of each meeting, and draft minutes will be sent out within ten working days of each meeting.

10. The Chair of the Steering Group shall be the Assistant Chief Constable (Operations) of Avon and Somerset Police Authority.
11. In circumstances where the chair is unavailable to chair a meeting the remaining Founder Parties shall agree one of their number to act as the Chair. In such circumstances the Chair shall have a vote but shall not have a casting vote in the case of deadlock.
12. A quorum for a meeting of the Steering Group shall be three (3) members of the Steering Group.
13. The Steering Group shall not proceed to accept a new entrant as a member of the Steering Group (including the terms of admission of any such new entrant) unless all the representatives of the Founder Parties entitled to attend and vote thereon shall have resolved or agreed in favour at a Steering Group meeting at which at least twenty-eight (28) days notice has been given and the nature of the business to be discussed is set out in that notice.
14. In voting on any matter in the Steering Group any party shall be required to declare any institutional interest that is likely to be at odds or conflicts or competes with the subject matter under discussion and in circumstances of conflict or competition parties may be required to refrain from taking part in the discussion and/or voting thereon.
15. From time to time the Steering Group may delegate some or any of its responsibilities to the Project Team or any other working group as it sees fit. Such working group shall consist of the authorised representatives of one or more parties or any other bodies which the Steering Group decides should be consulted to further the implementation of the Project.
16. New appointments for the Project Manager post must be approved by the Steering Group.

## SCHEDULE FOUR

### Project Team : Terms of Reference

1. At the commencement date the Project Team shall comprise the Project Manager, the Communications and Marketing Manager, the Data Manager and the Freedom of Information Officer. From time to time the Steering Group may amend the composition of the Project Team.
2. The Project Team will be responsible for working with the Road Safety Partnerships to develop, prepare and present the strategy for the development of the Project.
3. The Project Team shall regulate its proceedings in a proper manner as it sees fit.
4. Meetings of the Project Team shall be convened by the Project Manager on a monthly basis or such other times as may be agreed by the Project Team.
5. It shall be the responsibility of the Project Manager to monitor and check the effectiveness of all staff who are engaged for the purpose of developing and progressing the Project by the parties employed.

**MANAGEMENT OF POOLED CENTRAL FUNDS**

**1. Financial Responsibility**

- 1.1 All Pooled Central Funds will be channelled through the Lead Financial Party for the Project.
- 1.2 The Lead Financial Party will be responsible for the financial administration of the Pooled Central Funds and will be account for them using its own regulations and controls. [The Lead Financial Party will also ultimately be accountable to external funding agencies for the use of these funds but shall be entitled to be indemnified by the other Parties in accordance with the provisions of clause 8 of the Agreement.]
- 1.3 The computerised finance system of the Lead Financial Authority must provide separate ledger accounting for the Pooled Central Funds and a complete audit trail will be provided for income and expenditure purposes.

**2. Budgeting**

- 2.1 The Project Team will put forward a two (2) year indicative budget for the Pooled Central Funds for agreement by the Steering Group and the Parties through their budget process. The Steering Group will be responsible for the budget of the Pooled Central Funds but can agree to delegate budgetary management at its discretion to staff employed for the purpose of the Project.

**3. Income**

- 3.1 All sources of Pooled Central Funds income will be paid directly into the Lead Financial Party's bank account. Receipt of all sources of income will be checked by the Lead Financial Party against the Project's Pooled Central Funds budget and any discrepancies investigated and reported to the Steering Group by the Treasurer duly appointed by the Lead Financial Party.
- 3.2 Grant income will be claimed by Lead Financial Party in consultation with Project staff at the appropriate time. Contributions agreed by Parties will be invoiced from time to time through the Lead Financial Party's sales ledger in line with agreed sums.

**4. Expenditure**

- 4.1 The Treasurer will be authorised to incur expenditure or to allocate sums to Parties for specific Projects within budget headings to be approved by the Steering Group. Care must be taken to ensure that this expenditure offers the best value for money to the Project [and is committed in line with the Lead Financial Party's financial regulations]. Any Party wishing to claim costs

against the Project shall do so in accordance with the financial protocol set out at Appendix A.

- 4.2 Unless entirely inappropriate to the type of services required e.g. legal professional services, no commitment for goods or services shall be made without completion of an official order form and this will be logged by the Lead Financial Party on the existing purchase ordering system. The Lead Financial Party thresholds for market testing quotations and tenders will normally apply.
- 4.3 All duly authorised direct costs will be charged to the Pooled Central Funds budget as incurred.
- 4.4 Travel by staff of Parties to Steering Group, Partnership Board and sub-group meetings will be borne by Party institutions but travel over and above this normal load may be recharged to the Pooled Central Funds.
- 4.5 Travel and subsistence expenditure can be reclaimed by staff employed for the purpose of the Project each month to be paid with their normal salary. Rates and allowances are those paid from time to time to Lead Financial Party's staff

## **5. Personnel Matters**

- 5.1 Any new posts for Project staff must be approved by the Steering Group who will set the appropriate salary scale or point.
- 5.2 All Project staff shall keep up-to-date records of hours worked; such records should clearly show whether work was related to SafeCam duties and work for other organisations. Only hours worked for SafeCam will be charged to Pooled Central Funds. Such records shall be reported regularly to the Steering Group by the Project Manager.

## **6. Treasury Management**

- 6.1 Pooled Central Funds received by the Lead Financial Party will be held in that Party's bank account and invested in line with its treasury management policy.
- 6.2 Excess cash balances held on behalf of the Project will attract interest equivalent to the best rate achieved by the Lead Financial Authority at any one time and this will be credited quarterly in March, June, September and December in each financial year. In the event of a projected short term cashflow deficit the Steering Group will agree financing arrangements. Any loans provided by any Party will attract interest at the Barclays Bank base rate.

## **7. Reporting**

- 7.1 The Lead Financial Party will produce a quarterly statement of account showing current income and expenditure against budget to date together with

associated variances. This statement will be used to report to the Steering Group at quarterly intervals (or other frequency as requested) on the current financial position together with an update of the forecasted out-turn to the end of the financial year.

7.2 All Parties shall have a right to inspect all records and documentation held by the Lead Financial Party from time to time relating to the Pooled Central Funds upon reasonable notice.

## **8. Audit**

8.1 The Lead Financial Party's external auditors will provide an independent audit report to the Parties on the use of the Pooled Central Funds and any other funds available in relation to the Project. Their work will also serve to provide the audit certification if it is required by any Government departments or agencies or the Parties to this Agreement.

8.2 The reasonable costs of the audit will be recharged directly to the Pooled Central Funds in accordance with paragraph 4.3 of this Schedule.

8.3 Any Party which is allocated funds from the Pooled Central Funds shall hold and provide on request of the Steering Group an audit trail of records with respect to the allocated funds and shall, at its own expense, provide copies of any such records on request to the Lead Financial Party or the Steering Group.

## **9. Review**

9.1 These financial management arrangements may be reviewed at intervals by the Steering Group. Any revisions shall be minuted and set out in writing to be approved by all Parties.

## **Appendix A**

### **Financial Protocol**

All costs claimed against the Project must adhere to the following principles:-

- (a) be attributable to the Project in pursuing its agreed objectives;
- (b) relate to activities within the Operations Protocol or relate to additional activities for which funding arrangements have been agreed by the Steering Group and are such that they do not have an adverse affect on delivery of core activities;
- (c) all Parties are responsible for maintaining clear records of expenditure, within their accounts, with separate costs codes to support this;

- (d) where costs are shared between the Project and other activities the apportionment of cost will be agreed in advance with the Treasurer and open to audit;
- (e) all purchases and expenditure relating to the Project must be identified in the Operations Protocol and agreed with the Project Manager and Treasurer;
- (f) Parties must submit approved quarterly invoices to the Treasurer with supporting data, in order for them to be reimbursed the approved levels of expenditure incurred in the preceding quarter. Invoices must be submitted to the Project Manager and Treasurer for approval and processing for payment;
- (g) payment of invoices will be made within 30 days of receipt of valid claims;
- (h) Parties wishing to claim indirect costs associated with the Project must be forward requests to the Project Manager and Treasurer with such supporting information as is reasonably necessary to evidence such costs;
- (i) the Parties will identify a finance contact for their organisation, who will liaise with the Treasurer on all financial matters.

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**PROJECT TEAM - STAFFING STRUCTURE**

The management structure at the commencement of this Agreement includes a project Manager, a Communications and Marketing Manager, a Data Manager and a Freedom of Information Manager. The management positions are indicated in blue on the attached organisational chart.

The staffing structure below the above mentioned management structure is as outlined in the attached organisation chart.

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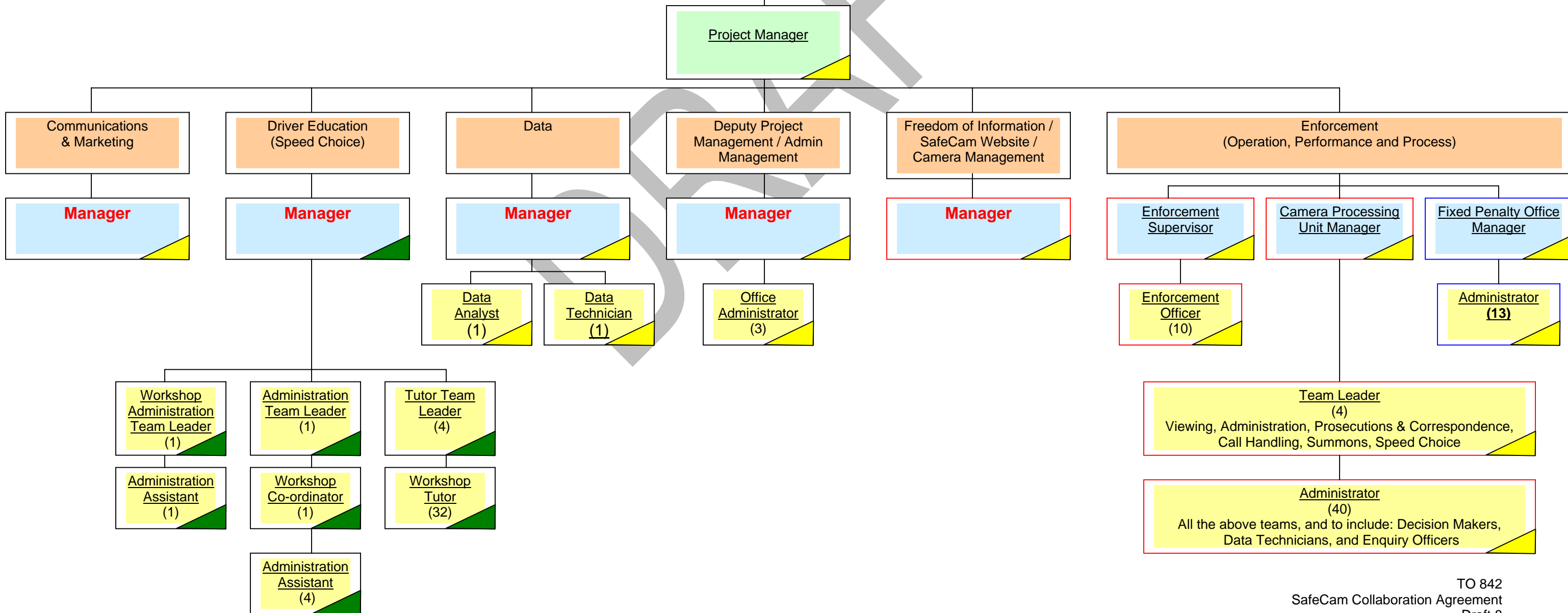
Senior Management  
 Management  
 Function  
 Delivery

Positions funded through the Somerset and West of England Local Transport Plans for safety camera enforcement  
 Positions funded through Speed Choice (self-funding)

Boxes outlined in black are employees of Somerset County Council  
 Boxes outlined in red are employees of Avon and Somerset Constabulary  
 Boxes outlines in blue are employees of Her Majesty's Court Service

**Steering Group**

Chaired by the Assistant Chief Constable (Operations) of Avon and Somerset Constabulary  
 Partner Organisations: Avon and Somerset Constabulary, Her Majesty's Court Service, Highways Agency, Somerset Road Safety Partnership, West of England Road Safety Partnership



OPERATIONS PROTOCOL

Copy of Operations Protocol for 2008/2009 to be inserted.

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**THE COMMON SEAL** of )  
**AVON AND SOMERSET POLICE AUTHORITY** )  
was hereunto affixed in the )  
presence of: )

Authorised Representative

**THE COMMON SEAL** of )  
**SOMERSET COUNTY COUNCIL** )  
was hereunto affixed in the )  
presence of: )

Authorised Representative

**THE COMMON SEAL** of )  
**BATH AND NORTH EAST SOMERSET COUNCIL** )  
was hereunto affixed in the )  
presence of: )

Authorised Representative

**THE COMMON SEAL** of )  
**BRISTOL CITY COUNCIL** )  
was hereunto affixed in the )  
presence of: )

Authorised Representative

**THE COMMON SEAL** of )  
**NORTH SOMERSET COUNCIL** )  
was hereunto affixed in the )  
presence of: )

Authorised Representative

**THE COMMON SEAL** of )  
**SOUTH GLOUCESTERSHIRE COUNCIL** )  
was hereunto affixed in the )  
presence of: )

Authorised Representative

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