



CORNISH LANGUAGE PARTNERSHIP MEMORANDUM OF UNDERSTANDING

- (1) **CORNWALL COUNCIL**
and
- (2) **Learning and Skills Council**
- (3) **Cornwall and Isles of Scilly Economic Forum**
- (4) **Agan Tavas**
- (5) **Cussel an Tavas Kernuack**
- (6) **Gorseth Kernow**
- (7) **Kesva an Taves Kernewek**
- (8) **Kowethas an Yeth Kernewek**
- (9) **Cornwall Association of Local Councils**
- (10) **Institute of Cornish Studies**
- (11) **Federation of Old Cornwall Societies**

THIS MEMORANDUM OF UNDERSTANDING is made the day of 2009

BETWEEN:

- (1) Cornwall Council of County Hall, Truro, TR1 3AY (“CC”);
and
- (2) Learning and Skills Council, of First Floor Penhaligon House, Green Street,
Truro TR1 1DZ;
- (3) Cornwall and Isles of Scilly Economic Forum of Pydar House, Pydar Street,
Truro, TR1 1EA;
- (4) Agan Tavas of Gordon Villa, Sunny Vale, Portreath, TR16 4NE;
- (5) Cussel an Tavas Kernuack of 25 Hurland Road, Truro, ;
- (6) Gorseth Kernow of Clitters House, Clitters, Callington;
- (7) Kesva an Taves Kernewek of 16 Trelawney Road, Callington PL17 7EE;
- (8) Kowethas an Yeth Kernewek of 12 Duke St, St Stephens, Launceston. PL15
8HD
- (9) Cornwall Association of Local Councils of 11 Walsingham Place, Truro,
Cornwall, TR1 2RP
- (10) Institute of Cornish Studies of Tremough Campus, Treliever Road, Penryn,
Cornwall, TR1 9EZ
- (11) Federation of Old Cornwall Societies

and each individually shall be a “Party” and together the “Parties”.

Recitals

- A. The Partnership has come together to advance the Cornish Language as a European Community Language and to support its future development.
- B. Funding to further the aims of the Partnership has been obtained from the Department for Communities and Local Government and CC (the ‘Funding Bodies’) with the CC being the accountable body for the funding.
- C. The Partnership is expected to be funded by the Funding Bodies until March 2011.

- D. The Parties have agreed to work together to develop the Cornish Language in accordance with the Strategy, the business plan submitted to the Funding Bodies and the terms set out in this Memorandum.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretations:

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

“**Funds**” shall mean working capital and development funds or grants secured by the Parties for the purpose of developing the Strategy and shall include those monies received from the Funding Bodies.

“**Memorandum**” shall mean this memorandum of understanding and any and all Schedules as the same may be amended, modified or supplemented from time to time in accordance with this Memorandum;

“**Partnership**” shall mean the Cornish Language Partnership, whose membership shall consist of those Parties to this Memorandum and any further bodies admitted in accordance with this Memorandum

“**Representative**” shall mean each Party’s chosen representative, who will attend meetings on behalf of that Party.

“**Strategy**” shall mean a strategy to advance the Cornish Language as a European Community language and to support its future development.

- 1.2 The headings in this Memorandum are for reference purposes only and shall not be incorporated into this Memorandum or affect its interpretation and shall not be deemed to be any indication of the meaning of the clauses or sub-clauses to which they relate.

- 1.3 The singular includes the plural and vice versa and any gender includes any other gender.

- 1.4 Any reference in this Memorandum to any statute or statutory provision shall be construed as referring to that statute or statutory provision as the same may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Memorandum) and including all subordinate legislation made under it from time to time.
- 1.5 In the case of conflict or ambiguity between any provision contained in the body of this Memorandum and any provision contained in any Schedule or Annex, the provision in this Memorandum shall take precedence over the provision in the Schedule or Annex.
- 1.6 The Schedules and Annexes to this Memorandum attached hereto form part of and shall be deemed to be incorporated in this Memorandum.

2. Commencement and Term

This Memorandum shall be deemed to have commenced on [] 2009 and shall continue in force for a period of three (3) years unless terminated pursuant to and in accordance with the provisions of clause 7, or renewed by agreement of all the Parties, such renewal to commence on the day following the final day of the initial period of three (3) years on the same terms and conditions as this Memorandum.

3. Purpose, Aims and Objectives

3.1 The purpose and aims of the Partnership are:

- 3.1.1 to drive the Strategy forward into the future and ensure ownership of it by all interested parties;
- 3.1.2 to monitor the progress of implementation of the Strategy;
- 3.1.3 to develop and implement a SMART costed work programme.
- 3.1.4 to be responsible and accountable for the implementation of the Strategy during the term of this Memorandum;

- 3.1.5 to advance the Cornish language as a European Community language;
- 3.1.6 to achieve recognition of the Cornish language as a valued and valuable part of the distinct heritage and culture of Cornwall, Great Britain and Europe;
- 3.1.7 to develop the potential contribution of the Cornish language to the economy of Cornwall;
- 3.1.8 to ensure that a fit for purpose structure is established to support the development of the Cornish language into the future;
- 3.1.9 to develop and monitor a work programme;
- 3.1.10 to be as open and transparent as possible in all its dealings;
- 3.1.11 to work together and to collaborate on the development of the aims and work of the Partnership;
- 3.1.12 to fully co-operate with each other in relation to the Partnership and to act at all times in such a way as to further the common interest of the Parties in respect of the Partnership.

3.2 The objectives of the Partnership are:

- 3.2.1 working across the fields of:
 - 3.2.1.1 Education;
 - 3.2.1.2 Economy;
 - 3.2.1.3 Community;
 - 3.2.1.4 External Relations; and
 - 3.2.1.5 Project Development.
- 3.2.2 to develop and monitor SMART work programmes for:-

- 3.2.2.1 Research
- 3.2.2.2 Development, including standardisation
- 3.2.2.3 Promotion
- 3.2.2.4 Capacity building
- 3.2.2.5 Delivery

4. Information Storage and Freedom of Information

4.1 Data Protection

- 4.1.1 All Partnership data will be stored by CC and will be registered for data protection and FOI as necessary.
- 4.1.2 Individual Parties are responsible for their own data protection and information will not be shared between Parties or between the Partnership and individual Parties except under conditions which meet data protection requirements.

4.2 Information Storing

- 4.2.1 All information will be stored and retained in compliance with CC records policies and security standards and with the requirements of any other funding bodies, where these exceed CC standards.
- 4.2.2 Information Technology equipment will be maintained through CC and will therefore comply with CC security standards.
- 4.2.3 The Partnership website may be designed and hosted through CC or independently, but will only contain material known to be in the public domain.

4.3 Disclosure

As information will be stored with CC, CC will be responsible for disclosures and Freedom of Information (“FOI”) requests relating to the Partnership and the Partnership will be informed of such requests. However, if the request is

directly related to an individual Party of the Partnership, the request will be forwarded to them to deal with directly.

4.4 Freedom of Information

4.4.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Memorandum:

4.4.1.1 CC shall be entitled to publish and/or release any and all terms or conditions of this Memorandum and the contents of any documents and/or information relating to the formation of this Memorandum under the provisions of the Freedom of Information Act 2000 and/or Data Protection Act 1998

4.4.1.2 nothing contained in this Memorandum shall prevent the CC from disclosing and/or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or conditions or information contained in or relating to the formation of this Memorandum.

4.4.2 Parties shall:

4.4.2.1 co-operate with the CC, supply all necessary information and documentation required in connection with any request received under the Data Protection Act 1998 and/or Freedom of Information Act 2000

4.4.2.2 supply all such information and documentation at no cost to the CC and within seven days of receipt of any request.

4.4.3 Parties shall not:

4.4.3.1 publish or otherwise disclose any information contained in this Memorandum or in any negotiations leading to it without the CC's previous written consent unless the contractor is bound to publish and/or disclose such information in accordance with the Data Protection Act 1998 and/or Freedom of Information Act 2000 and such information is not exempt from such disclosure and/or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000.

5. Parties' Roles, Duties and Responsibilities

- 5.1 The Partnership to this Memorandum will comprise the Parties and such other bodies as the Partnership shall from time to time agree.
- 5.2 All Parties will take an active role in the work of the Partnership and in the decision-making processes.
- 5.3 Parties are responsible for ensuring that their particular organisation complies with all and any protocols agreed for the Partnership.
- 5.4 The Partnership will use all reasonable endeavours to adhere to the obligations as set out in the Cornwall Compact as published in June 2005 for public and voluntary sector working and will support the voluntary sector in attending meetings through the provision of expense payments payable from the Funds.

6. Organisation and Management

- 6.1 The Partnership shall have a Steering Group and a Management Group and such other sub-committees, special interest groups or advisers as the Parties consider appropriate from time to time.
- 6.2 The Partnership shall have a Secretariat as determined by the Steering Group the costs of which will be met by the Fund and reimbursed to the CC.

6.3 Steering Group

The direction and overall management of the Partnership shall be vested in the Steering Group the terms of reference of which are set out in Appendix A.

6.4 Secretarial

The secretarial and administrative support for the Steering Group and Management Group will be serviced by Partnership staff. This role will entail the setting up of meetings, and the prompt preparation and publication of minutes and agendas.

6.5 Representatives

6.5.1 Each Party will undertake to appoint one or more Representatives, as laid down in paragraph 6.13 below, to act on its behalf to attend Steering Group and Management Group meetings together with named deputy representatives in case of unavailability of the Representative.

6.5.2 Representatives will liaise between their organisation and the Partnership and be responsible for consulting their organisation on matters under discussion by the Partnership, and representing the views of their organisation to the Partnership.

6.5.3 The Secretariat shall be responsible for, inter alia, producing:

6.5.3.1 notes and action points from each meeting, which shall be distributed to all Parties within two weeks of each meeting;

6.5.3.2 agendas and papers to be distributed to all Parties not less than one week and as far as possible two weeks in advance of any meeting.

6.6 Publicity

6.6.1 Appropriate procedures will be put in place by the Steering Group to permit representations to be made to the Partnership by members of the public.

6.6.2 The Partnership may consult the public as and when the Steering Group may from time to time consider necessary to monitor the progress of the Strategy effectively.

6.6.3 The Partnership will maintain a website as an efficient means of communication and minutes and papers relating to the Partnership will be posted on the website.

6.6.4 The Partnership will be entered on the CC Partnership Register.

6.7 Reporting

6.7.1 The Partnership will produce an annual report which shall be available to the public on request.

6.7.2 The Partnership shall report on a regular basis as relevant to the Council of Europe, the Office of the Deputy Prime Minister, and the general public as well as to individual Party organisations.

6.7.3 All reports must be endorsed by the Steering Group prior to publication.

6.8 Resources

The Partnership shall manage the budget from monies received from the Funding Bodies in accordance with the limits and regulations set by those bodies.

6.9 Partnership Personnel

- 6.9.1 The Partnership will be managed on a day to day basis by employees who will be employed by CC on fixed term contracts .
- 6.9.2 CC will provide all HR advice and undertake any recruitment process on behalf of the Partnership for the employees concerned.
- 6.9.3 The salaries and any additional expenses associated with the employment of any employees on behalf of the Partnership will be invoiced to and shall be paid out of the Funds by the CC.
- 6.9.4 During the term of this Memorandum if any employees are provided by a Party to the Strategy they shall be seconded for a fixed term period for the purposes of the Strategy and 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 and capability policy and at the end of the period of secondment or the termination of this Memorandum whichever is sooner the employee shall resume his/her normal duties for the Party concerned.

6.10 Assets

- 6.10.1 Any assets resulting from the Partnership will be owned wholly by CC.
- 6.10.2 Should the Partnership be dissolved at any time, any assets of the Partnership shall as far as possible be transferred by the CC to an organisation with a similar purpose to the Partnership except where this is in contravention of any grant funding regulations that may have been imposed. In the event of an organisation with a similar purpose not being available, the assets shall remain with CC to be used if possible for the advancement of Cornish language work generally.

6.11 Monitoring and Evaluation

The Partnership will develop and approve a work programme with milestones and targets and will monitor these on an ongoing basis. Evaluation will be built in to any project work and activities. The Partnership will also be subject to an annual review of the Partnerships by CC.

6.12 Complaints procedure

If any complaint is made which relates solely to a single Party, that complaint will be passed to that Party to deal with directly in accordance with their own procedures. If a complaint is received which relates to the Partnership generally, the CC Complaints Procedure as set out in Schedule 1 will be followed.

6.13 Partner involvement

Each Party shall be entitled to provide Representatives as follows. Such Representative shall be nominated:

- 6.13.1. in the case of CC, 4 representatives to be nominated by the Leader of the Council;
- 6.13.2 in the case of CALC, 3 representatives to include at least one town and one rural representative to be nominated by the appropriate mechanism for CALC
- 6.13.3 in the case of any other Party, 1 representative to be nominated by their governing body.

7. Termination

- 7.1 CC may terminate this Memorandum by not less than one month's notice in writing to the Partnership in the event that the provision of funding ceases for whatever reason or indications are that the funding will cease.

- 7.2 Unless otherwise agreed by the Steering Group an individual Party may terminate its participation in the Partnership upon giving at least 3 months notice in writing.
- 7.3 The Partnership shall be disbanded or suspended, if at any time a majority of the Steering Group so agree.
- 7.4 The participation of a Party in the Partnership may be terminated forthwith by written notice from a majority of Parties in any of the following circumstances, namely:
- 7.4.1 if such Party has committed any material breach of any of its obligations under this Memorandum and (in the case of a breach which is capable of remedy) has failed to remedy the same within a period of 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;
- 7.4.2 if such Party makes any arrangement or composition with its creditors or goes into liquidation (except for the purposes of amalgamation or reconstruction in such manner that the institution or entity resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that Party under this Memorandum) or if an encumbrancer takes possession of, or receiver or administrative receiver is appointed over, the whole or any substantial part of the property or assets of such Party.
- 7.5 For the purposes of Clause 7.4.1, 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).
- 7.6 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 Strategy

such Party shall be considered to have committed a material breach of its obligations and the relevant provisions of Clause 7.4 will apply.

7.7 Upon the termination of this Memorandum the Parties shall take such steps as may be necessary in order to wind up the Partnership in a fair and orderly manner.

7.8 This Memorandum may be terminated in the circumstances set out in Clause 16.1.2 and 16.1.3

8. Confidentiality

8.1 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 commercial and technical information or information relating to the business or affairs, in whatever form acquired by it (whether directly or indirectly), concerning any other Party in consequence of its participation in the progression of the Strategy.

8.2 Documents and information shared by the Partnership will use a classification system to be approved by the Partnership to ensure confidentiality is respected where necessary. Partners will be responsible for ensuring that their organisations abide by the classifications imposed and that information is only released publicly once the Partnership has so agreed.

8.3 No Party shall use or disclose any confidential information other than for the purposes of the Strategy or as expressly permitted below. The foregoing restriction shall not apply to:

8.3.1 information which at the time of disclosure is generally available to the public;

8.3.2 information which after disclosure becomes generally available to the public through no fault of the receiving Party;

8.3.3 information which the receiving Party can show was in his possession prior to the disclosure without any restriction on disclosure and which was not acquired directly or indirectly from any other Party.

8.4 Confidentiality obligations set out in the foregoing clause shall survive for a period of two years from the termination of this Memorandum or in respect of any Party or Parties from the time that Party or those Parties terminates its or their participation in the Strategy for whatever reason.

9. Funding

9.1 The Parties acknowledge their intention to establish negotiations with appropriate funding agencies with a view to entering into funding agreements for the on-going and longer-term development of the Strategy.

9.2 The terms of any funding agreement shall be negotiated and agreed by the Parties. The Parties agree to give their full support and assistance for this purpose. Each Party agrees to act promptly on all matters relating to any funding agreements with which they are involved, including the period of negotiations leading up to conclusion of the funding agreements and shall at all times co-operate fully to ensure that negotiations proceed in a satisfactory manner.

9.3 The Parties agree CC will act as the lead financial Party for the Funds.

9.4 A full audit trail of expenditure relating to the Funds shall be kept by Parties in accordance with the provisions of Appendix C.

9.5 Any Party who acts as the employer of staff for the purposes of the Partnership shall be reimbursed from the Funds for all expenses reasonably and properly incurred by that Party for the provision of any such staff and Parties agree to indemnify any employing Party against all or any liabilities, costs and expenses arising from any such

employment provided that the Party has been duly authorised to act on behalf of the other Parties by the Steering/Management Group.

9.6 The Steering Group shall have responsibility for allocating the Funds taking into account agreed and determined Strategy initiatives and priorities.

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

10. Press Release

All press or other public announcements concerning the Partnership shall be made only by the person or persons authorised from time to time by the Steering Group to make such announcements.

11. Contracts register

A contracts register must be in place for all contracts entered into by the CC on behalf of the Partnership and such register shall be kept current by the Secretariat..

12. Audit

12.1 As CC is the accountable body for the Funds, the Partnership will be subject from time to time to inspection by internal audit. Through CC the Partnership will have during the term of the Memorandum, access to internal audit for advice on control issues if required.

12.2 The Partnership will also be subject to audit by any auditor appointed by any of the funding bodies where that requirement forms part of the conditions of grant funding.

13. Disputes and Arbitration:

- 13.1 All Parties will use their best endeavours to settle by agreement any dispute, difference or question arising out or relating to this Memorandum. If agreement cannot be reached in the first instance the Steering Group shall refer the dispute for conciliation by an independent person to be agreed between the Parties. The independent person shall be given all information and assistance by the Parties in carrying out his duties and may recommend or approve terms of settlement between the Parties. The decision of such an independent person shall be final and binding.
- 13.2 The cost of employing such an independent person in relation to Clause 13.1 shall be borne by the Partnership and payable out of the Funds.

14. Exit Strategy

- 14.1 It is recognised that the work of the Partnership is developmental in nature. The Parties agree that there are a number of possible exit strategies which may be followed:
- 14.1.1 the Partnership proves successful and is deemed to be the best infrastructure for the future in which case the Parties will consider a renewal of the Memorandum on the same terms and conditions in accordance with Clause 2;
- 14.1.2 a new body is established to take the Strategy forward in the future which is designed fit for purpose in such circumstances the Partnership would be wound up in accordance with Clause 7.7; or
- 14.1.3 the work is mainstreamed into an existing body and the Partnership is wound up in accordance with Clause 7.7.

15. Final reporting

Prior to termination of the Partnership in accordance with Clause 7, the Partnership will, through the Steering Group:

- 15.1 provide final written reports to all Parties, funding bodies and where requested, the public.
- 15.2 establish the form of the infrastructure which will succeed the Partnership and have made appropriate provision for handover to its successor;
- 15.3 ensure that all financial matters are satisfactorily concluded.

16. Force Majeure:

- 16.1 No Party shall be considered in breach of its obligations under this Memorandum 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 affected.
- 16.2 If the performance of one Party's obligations under this Memorandum is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within clause 16.1 above then the Party so affected shall as soon as practicable notify the other Parties of that fact.

17. Variation

This Memorandum may be varied by the majority of Parties voting in accordance with their voting rights on the steering group save as to any terms of clause 9 of appendix A which shall require the unanimous support of 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.

18. Review

This Memorandum will be reviewed annually from the date hereof. Such review will be initiated by the Steering Group.

29. Legal Partnership

19.1 Save as expressly stated and provided for in this Memorandum, nothing in this Memorandum 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 Memorandum 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):

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

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

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

19.1.4 undertake any liability or obligation on behalf 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

19.2 The Parties acknowledge that collaboration between the Parties in respect of the subject matter of this Memorandum has become known as the Cornish Language Partnership and that this title may continue to be attached to the collaboration of the Parties as set out in this Memorandum.

21. Copyright

Copyright in this Memorandum shall belong to and remain with CC.

(1) Signed for and on behalf of the Cornwall Council

.....Authorised Officer
.....(PRINT NAME)

(2) Signed for and on behalf of Learning and Skills Council

.....Authorised Officer
.....(PRINT NAME)

(3) Signed for and on behalf of Cornwall and Isles of Scilly Economic Forum

.....Authorised Officer
.....(PRINT NAME)

(4) Signed for and on behalf of Agan Tavas

.....Authorised Person
.....(PRINT NAME)

(5) Signed for and on behalf of Cussel an Tavas Kernuack

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.....Authorised Person
.....(PRINT NAME)

(9) Signed for and on behalf of Cornwall Association of Local Councils

.....Authorised Person
.....(PRINT NAME)

(10) Signed for and on behalf of Institute of Cornish Studies

.....Authorised Person
.....(PRINT NAME)

(11) Signed for and on behalf of the Federation of Old Cornwall Societies

.....Authorised Person
.....(PRINT NAME)

APPENDIX A

STEERING GROUP TERMS OF REFERENCE

1. The Steering Group shall comprise of the Representatives of each Party or their named deputies.
2. The Steering Group shall meet at least on a quarterly basis.
3. Each Representative shall have one vote.
4. The Steering Group shall be responsible for, inter alia, approving the work plan for the implementation of the Strategy and for other strategic matters relating to the on-going and longer-term development of the Strategy in addition to receiving reports from and monitoring the work of the work of the Management Group, Working groups and staff.
5. The Steering Group shall regulate its proceedings in a proper manner as it sees fit.
6. All decisions at meetings of the Steering Group shall be reached by consensus wherever possible. Where a consensus is not reached, decisions shall require a majority vote of Representatives present. In the case of an equality of votes, the Chair of the Steering group shall be entitled to a second casting vote.
7. The Chair of the Steering Group shall be elected from the Representatives by majority vote of those Representatives present. The Chair shall be elected for a period of 1 year. If the Chair resigns his position for any reason before the end of the term of office then the Representatives shall elect a new Chair as above for the remainder of the period of office.
8. In circumstances where the Chair is unavailable to chair a meeting the

remaining Representatives shall agree one of their number to act as the Chair for such meeting. In such circumstances the Chair shall have a vote but shall not have a casting vote in the case of deadlock.

9. A meeting of the Steering Group shall be quorate when 40% or more of the Representatives entitled to attend and vote at such meetings are present.
10. The acceptance of a new entrant as a permanent or temporary Party (including the terms of admission of any new Party) shall not be proceeded with at a meeting of the Steering Group unless all the Representatives entitled to attend and vote thereon shall have resolved or agreed in favour at a Steering Group meeting at which the nature of the business to be discussed is set out in the notice of meeting, save that a Representative shall be taken to have voted in favour if they have submitted a written notice stating as such to the Steering Group prior to the meeting.

The Steering Group shall have the power to request the secondment of any person or persons for the purpose of assisting in any activity associated with the Strategy and may together with the CC appoint a secretary to undertake any necessary secretarial work associated with the Strategy and/or the Steering Group.

11. Representatives attending Steering Group Meetings do so on behalf of the Party by whom they have been nominated. In voting on any matter in the Steering Group any Representative shall be required to declare any interest or affiliation which they have which is likely to be at odds or conflicts or competes with the subject matter under discussion or the Cornish Language and in circumstances of conflict or competition Representatives may be required to refrain from taking part in the discussion and/or voting thereon. A written record of this declaration must be made and retained by the Steering Group.

12. From time to time the Steering Group may delegate some or any of its powers to the Management Group or any other sub-committee or sub-committees as it sees fit. Such sub-committees shall consist of the authorised Representatives of one or more Parties or any other bodies or individuals which the Steering Group decides should be consulted to further the implementation of the Strategy.
13. The Steering Group shall invite to attend its meetings, in an observer capacity, representatives of, inter alia, the Government Office for the South West, and such representatives shall have the right to speak and be heard.
14. The Steering Group may co-opt additional Parties for limited periods or call on individuals or agencies with specialist knowledge as and when they consider necessary, to act in an advisory capacity.
15. Steering Group Meetings shall be divided into two parts. During the first part members of the public and/or any interested organisations will be permitted to attend on an observer basis, such persons may not speak unless invited to do so by the Chair of the Steering Group. During the second part of the meeting only Representatives and the observer stated in Clause 14 will be permitted as items of a confidential nature may be discussed.

APPENDIX B

MANAGEMENT GROUP TERMS OF REFERENCE

1. The Management Group shall comprise representatives from the Parties elected by single majority vote of the Representatives at the Steering Group.
2. The Management Group will be responsible for day to day management of the staff.
3. The Management Group shall have the power to appoint such groups or sub-groups as it deems necessary in order to fulfil its responsibilities and shall determine the terms of reference, powers, duration and composition of any such groups or sub-groups. Such groups or sub-groups may consist of authorised representatives of one or more Parties or be representatives of any other appropriate bodies or individuals as the Management Group shall in its absolute discretion decide. A representative of any such group or sub-groups may be invited to speak and be heard at any Management Group meeting but shall not have a right to vote on any matter.
4. The Management Group shall regulate its proceedings in a proper manner as it sees fit.
5. All decisions at meetings of the Management Group shall be reported to the Steering Group.
6. A meeting of the Management Group shall be quorate if attended by 66% or more of those persons entitled to attend and vote.

APPENDIX C

MANAGEMENT OF FUNDS

1. Financial Responsibility

- 1.1 As accountable body all Funds as defined will be channelled through the CC which will act as the lead financial Party for the Partnership.
- 1.2 CC will be responsible for the financial administration of the Funds and will account for them using CC's own regulations and controls. CC will also ultimately be accountable to external funding agencies for the use of the Funds.
- 1.3 The computerised finance system of CC allows for separate ledger accounting for the Funds and a complete audit trail will be provided for income and expenditure purposes.

2. Budgeting

- 2.1 The Steering Group will put forward a budget for the Funds which will be reviewed at least annually. The Management Group will be responsible for the budgeting of the Funds but can agree to delegate budgetary management at its discretion to staff employed by the Parties for the purposes of the Partnership.
- 2.2 The Partnership may not plan for a deficit revenue budget. Any overspend must be carried forward to the following financial year and shall be a first charge against the following year's revenue budget.
- 2.3 In the event of the Partnership being wound up, under no circumstances in the final year shall the Partnership overspend. In the event of an overspend in the final year, the individual Parties shall be liable to make up the deficit.

2.4 Any budget surplus in the year of termination of the Memorandum shall be paid to whatever body succeeds the Partnership in its work, or if there is no successor then the surplus shall remain with CC to be used for the development of Cornish language work.

3. Income

3.1 All sources of Funds income will be paid directly into CC's bank account. Receipt of all sources of income will be checked by CC against the budget and any discrepancies will be investigated and reported to the Steering Group by the CC Director of Finance.

3.2 Grant income will be claimed by CC in consultation with the Steering Group at the appropriate time. Any institutional contributions, agreed by Parties will be invoiced from time to time through CC's sales ledger in line with agreed sums.

4. Expenditure

4.1 Staff employed for the purposes of the Partnership 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 by the authorised staff to ensure that this expenditure offers the best value for money to the Strategy and is committed in line with CC's regulations and procedures unless allocated to a Party where the regulations of that Party will apply.

4.2 No commitment for goods or services shall be made without completion of an official order form and this will be logged by CC on the existing purchase ordering system. CC thresholds for market testing and tendering will normally apply.

4.3 All duly authorised direct costs will be charged to the Funds budget as incurred.

4.4 The Steering Group will annually agree fixed charges with CC for the provision of services in relation to the Funds. Fixed charges will cover inter alia, the costs of premises and facilities, IT, personnel, finance and administration. Postage, reprographics, telecommunications and certain other charges agreed by the Steering Group may be charged separately according to use.

4.5 CC shall not be required to make payments on behalf of the Partnership when there is no reasonable prospect of that payment being funded.

4.6 VAT is expected to be irrecoverable for most expenditure but action will be taken by CC as appropriate to reduce VAT liabilities.

5. Personnel Matters

5.1 Any new posts for staff must be approved by the Steering Group who will set the appropriate salary scale or point.

5.2 All posts will be of a fixed term duration and will not in any event extend beyond three years.

5.3 All staff appointed will be employed by CC and will have similar contracts of employment to those of other CC staff and therefore, CCC shall have a right of veto over any appointment, salary or any other personnel related matter.

5.4 All personnel and payroll administration will be undertaken by CC's Personnel Department.

6. Treasury Management

Funds received by CC will be held in CC's bank account and invested in line with its treasury management policy.

7. Contracts

Contracts agreed by the Steering Group will, (subject to acceptability to CC) be signed by the CC acting on behalf of the Partnership.

8. Insurance

Where possible CC's insurance policies will be used to cover any employment liability for staff employed to work on behalf of the Partnership and risks associated with the central planning and co-ordination function, subject to the terms of the indemnity clause within the Memorandum. The costs of such insurance premiums in respect of the Partnership will be included in the fixed charges referred to in clause 4.4 of Appendix C.

9. Reporting

9.1 CC will present a monthly and quarterly statement of account showing current income and expenditure against budget to date together with associated variances to the Steering Group on the current financial position together with an update of the forecasted outturn to the end of the financial year.

9.2 Reports for funding agency purposes will be produced jointly by CC and Partnership staff to support the financial figures expended in any period.

10. Audit

10.1 CC's external auditors will provide an independent audit report to the Steering Group on the use of the Funds. Their work will also serve to provide audit certification to funding agencies as required.

10.2 The costs of the audit will be recharged directly to the Funds in accordance with Clause 4.3 of Appendix C.

10.3 Any Party which is allocated monies from the 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 CC or the Steering Group.

10.4 The CC will keep a record of all income and expenditure relating to the Partnership and all invoices and receipts relating to the Partnership shall be retained for at least 6 years after the end of the financial year to which they relate or longer if the conditions of grant so require.

11. Review

These 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.

