

PARTNERSHIP AGREEMENT TO SUPPORT COLLABORATIVE WORKING BETWEEN KGH AND KETTERING BOROUGH COUNCIL

This agreement is dated

2017

1. PARTIES

The parties to this partnership agreement are:

1. KETTERING BOROUGH COUNCIL of Bowling Green Road, Kettering, NN15 7QX (“KBC”);

and

2. KETTERING GENERAL HOSPITAL NHS FOUNDATION TRUST (“KGH”) of Rothwell Road, Kettering NN16 8UZ,

2. BACKGROUND

As part of their respective strategies Kettering General Hospital (KGH) and Kettering Borough Council have established a positive relationship which has led to the development of a number of shared working proposals for the benefit of our local community and patients. As such, both organisations consider it helpful to establish a partnership agreement through which those proposals can be developed and delivered.

This agreement seeks to support this and set a framework for the relationship between the parties.

3. PURPOSE OF THE PARTNERSHIP AGREEMENT

This agreement is not exhaustive, and is not intended to be legally binding between the organisations except as specifically set out in this document.

This document relates to the successful collaboration between KBC and KGH to deliver joint programmes at work designed to benefit patients and the communities mutually served by both organisations. It will outline how the Parties intend to work together on agreed joint programmes of work and develop and implement further initiatives.

KBC and KGH wish to record the basis on which they will collaborate with each other and thereby this agreement sets out:

- The key objectives
- The principles
- The governance

Each party shall dedicate sufficient and appropriately qualified personnel and resources to the preparation, design and implementation of the joint programmes of work.

Where it is appropriate to enable delivery of the objectives set out below, we will jointly work with other partners, under the auspices of this agreement.

4. OBJECTIVES

Our overall objective is to collaborate on identified opportunities that provide an opportunity to utilise resources effectively and ultimately improve the health and wellbeing of local residents.

We believe that working between sectors can add a new perspective on current challenges; it will help us innovate to achieve improved outcomes for the local population

PARTNERSHIP AGREEMENT TO SUPPORT COLLABORATIVE WORKING BETWEEN KGH AND KETTERING BOROUGH COUNCIL

5. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when collaborating

1. Act as equal partners, with behaviours that enable collaboration, partnership and co-operative working. To behave in a positive, proactive manner and to put the delivery of agreed programmes of work before individual organisational allegiances
2. Be open, transparent and accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities;
3. Communicate openly about concerns, issues or opportunities relating to collaboration and aim to proactively learn, develop and seek to achieve full potential.
4. Adhere to statutory requirements and best practice. Comply with applicable laws and standards including, data protection and freedom of information legislation.
5. Manage stakeholders effectively.
6. Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil agreed responsibilities.
7. Act in good faith to support achievement of the Key Objectives and compliance with these Principles.

6. GOVERNANCE

Both Parties commit to establishing and supporting a governance structure that determines:

- Responsibilities and Accountabilities
- How decisions will be made jointly and/or escalated
- How information will be shared across both organisations
- How incentives will be aligned to ensure fair and appropriate risk and gain

To ensure timely decision making, representatives at governance meetings will be empowered to make decisions on behalf of their respective organisations. Although not anticipated, both parties will respect any subsequent concerns formally raised by the other regarding decisions made by a sub-group.

PARTNERSHIP AGREEMENT TO SUPPORT COLLABORATIVE WORKING BETWEEN KGH AND KETTERING BOROUGH COUNCIL

Intellectual Property

The organisations intend that any intellectual property rights created in the course of the collaboration shall remain in the party whose employee created them or as determined by any subsequent joint collaboration documents created by the parties.

Confidentiality

This clause is legally binding.

Both parties undertake that they shall not for a period of five years after the date of this agreement disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

Each party may not disclose the other organisations confidential information and sharing of information will take into consideration the following:

- To the organisations employees, officers, representatives or advisers who need to know such information for the purposes of the evaluation of the discharged patient experience.
 - *Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause*
- No party shall use the other organisations confidential information for any purpose other than as may be required by law, court order or any governmental or regulators, clinical commissioners for the purpose of agreeing contracts to support agreements made under this agreement

Law and Jurisdiction

This clause is not legally binding.

This agreement and the negotiations between the organisations in connection with the collaboration and all disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law.

Variation

This agreement may only be varied by written agreement of the KGH Director of Strategic Development and the KBC CEO.

Escalation

If either Party has any issues, concerns or complaints about collaboration, or any matter in this agreement, that organisation shall notify the other Party and the organisations shall then seek to resolve the issue by a process of open and transparent discussion.

If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the pilot project, the matter shall be promptly referred to the Directors' nominated representatives for information in the first instance.

Correspondence received will be processed by the recipient of the request in accordance with legislative processes in partnership with the other Party. Final approval will be made by the Directors' nominated representatives.

**PARTNERSHIP AGREEMENT TO SUPPORT COLLABORATIVE WORKING BETWEEN KGH
AND KETTERING BOROUGH COUNCIL**

No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Directors' nominated representatives.

8. TERM AND TERMINATION

- 8.1 This agreement shall commence on the date of signature by both parties, and shall expire on [] [DN: what is a reasonable longstop date?].
- 8.2 Either party may terminate this agreement by giving at least [three months'] notice in writing to the other party.

This agreement has been entered into on the date stated at the beginning of it.

.....
Signed by _____, an authorised signatory, for and on behalf of **Kettering Borough Council**

.....
Signed by _____, an authorised signatory, for and on behalf of **Kettering General Hospital NHS Foundation Trust**