

NORTH EAST HOUSING PLANNING ALLIANCE

Partnership Agreement

Among

Full Members

Aberdeen City Council incorporated under the Local Government etc. (Scotland) Act 1994 and having its main offices at Town House, Union Street, Aberdeen

Aberdeenshire Council incorporated under the Local Government etc. (Scotland) Act 1994 and having its main offices at Woodhill House, Westburn Road, Aberdeen

The Moray Council incorporated under the Local Government etc. (Scotland) Act 1994 and having its main offices at Council Office, High Street, Elgin

Registered Social Landlord Sector currently Grampian Housing Association. Registered under the Industrial and Provident Societies Act 1965 and having its registered office at Huntly House, 74 Huntly Street, Aberdeen, AB10 1TD.

Homes For Scotland being the operating name of SHBA Ltd, a company incorporated under the Companies Act and being limited by guarantee and having its registered office at 15 Atholl Crescent, Edinburgh, EH3 8HA

Associate Members

Scottish Enterprise Grampian a company incorporated in Scotland, being limited by guarantee and having its Registered Office at 27 Albyn Place, Aberdeen, AB10 1DB

NHS Grampian

Communities Scotland

Aims of the Partnership

The Partnership exists to improve the supply and quality of housing across the North East, suitable to the needs of the communities served. The Partnership has a number of Strategic Objectives including:

- To act as core housing support to enable the delivery of Community Plan objectives
- To develop information and share research
- To agree common measurement of criteria for establishing priority partnership activities
- To plan corporately and jointly
- To maximise the use of housing and related resources currently available
- To secure adequate resources

NEHPA will not articulate or otherwise support a policy position which is, or could be construed to be, detrimental to the commercial or political interests of one or more of its constituent bodies.

Duration of Agreement

This agreement shall subsist for the period from ** to ** (both dates being inclusive) (for three years).

Establishment of Board

The Partnership will establish a Board of the constituent bodies (including groups of bodies) to oversee and provide strategic direction, establish priorities and set targets for the Partnership.

Composition of the Board

The Board will comprise up to **two** members from the constituent bodies with **Full** membership and **one** member from those bodies with **Associate** membership. The board will be drawn from the non executive membership of the constituent bodies.

The Board will be supported by an Executive group drawn from the staff of the constituent bodies.

Appointment of Members

Appointments to the Board shall be made by the constituent bodies or groupings of bodies to take effect from the date of commencement of this Agreement.

Each of the members appointed to the Board shall hold office for the duration of this Agreement. If any person ceases to represent their constituent bodies the appointing constituent body shall, as soon as possible, appoint a member in that person's place.

The proceedings of the Board shall not be invalidated by any vacancy or vacancies among its members or by any defect in the method of appointment of any of its members.

Any member of the Board may be represented at any meeting of the Board by a substitute member of the same constituent body (other than an existing member of the Board) appointed by that body as a substitute for that member. A substitute member shall have the same status and powers at a meeting of the Board as the member would have had at that meeting.

Cessation of Membership

On any member of the Board ceasing to be a member of the appointing constituent body, or if a constituent body decides that its member should cease to be a member of the Board then that person shall cease to be a member of the Board.

A member of the Board may resign from the Board at any time. Such resignation being in writing to the Chair. A resignation shall take effect on the date on which the Chair receives it, or on such later date as intimated by the resigning member.

Chair and Vice Chair

The Board will appoint from its number a chair and vice chair, each from a different constituent body, to hold office (if a member of the Board) for the duration of this Agreement.

In the event of a vacancy arising in the office of chair or vice-chair, the Board shall appoint from its number a replacement to hold office (if a member of the Board) for the remainder of the duration of this Agreement.

The chair or in the chair's absence the vice chair, shall preside at all meetings of the Board. If neither the chair or vice chair is present at any meeting of the Board, the members present shall appoint from their number a substitute chair to preside at that meeting.

Meetings

The first meeting shall be held before the end of * 2002.

The Board shall hold such meetings it considers necessary for the discharge of its functions. Without prejudice to the foregoing generality the Board shall meet not less than twice during the period of this Agreement.

The Board shall make or adopt standing orders regulating its procedures and business.

The quorum of the Board shall be four members, provided that each constituent full body is represented therein. Notwithstanding the foregoing generality the Board may proceed to meet in the absence of representation from a constituent body if the two immediately preceding meetings have been inquorate as a consequence of that body not being represented.

All questions coming or arising before the Board shall be decided by a majority of the members of the Board present and voting thereon at a meeting of the Board. If on any question there is an equality of votes the person presiding at that meeting shall have a second or casting vote except where the vote relates to the appointment of a member of the Board to a particular office or sub group, in which case the decision shall be by lot.

Support

The Board will be supported by an Executive comprising representatives from the constituent bodies. The Executive will comprise up to two representatives from each constituent body one of who is a senior representative of that body.

A senior representative from the body providing the chair of the Board will chair the Executive.

The Executive will be responsible to the Board for

- Reviewing the Partnership's strategic objectives
- Establishing and recommending priorities to the Board
- Set targets and report progress on these

- Ensure effective communications with the Board and through the Board to the wider community.
- Establish and keep under review the supporting structures (sub groups) necessary to achieve the Partnership's objectives.

In addition the Board and Executive will receive administrative and other support from the constituent body providing the chair of the Board

Financial Arrangements

The Board may seek funds from a number of sources including for example the Scottish Executive and from constituent bodies. The monies raised will be managed by the body represented by the chair of the Board on behalf of the Board.

Signed by:	Organisation
_____	_____
_____	_____
_____	_____