

Dated

2019

DRAFT

**Northern LGPS Joint Governance
Committee Agreement**
between

Tameside Metropolitan (1)

Borough Council

City of Bradford Metropolitan (2)

Borough Council

Wirral Metropolitan Borough (3)

Council

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BY

- (1) **TAMESIDE METROPOLITAN BOROUGH COUNCIL** of Guardsman Tony Downes House, 5 Manchester Road, Droylsden, Manchester M43 6SF ("**Tameside**");
- (2) **CITY OF BRADFORD METROPOLITAN BOROUGH COUNCIL** of Aldermanbury House, 4 Godwin street, Bradford, BD1 2ST ("**Bradford**"); and
- (3) **WIRRAL METROPOLITAN BOROUGH COUNCIL** of Castle Chambers, 43 Castle Street, Liverpool L2 9SH ("**Wirral**")

(together referred to as the "**Pooling Partners**" and individually as a "**Pooling Partner**")

BACKGROUND

- (A) The Pooling Partners are all councils responsible for the administration of local government pensions within their areas as set out in the Local Government Act 1972 and the Superannuation Act 1972.
- (B) The Pooling Partners are each required by Regulation 7(1) of the Investment Regulations to have formulated an investment strategy in accordance with Statutory Guidance issued by the Secretary of State for Housing, Communities and Local Government as issued from time to time.
- (C) Regulation 7(2)(d) of the Investment Regulations requires in particular that each LGPS administering authority sets out its "*approach to pooling investments, including the use of collective investment vehicles and shared services*" in its investment strategy statement.
- (D) Having regard to their obligations under the Investment Regulations, the Pooling Partners have therefore agreed to establish and participate in a formal joint committee, known as the "*Northern LGPS Joint Governance Committee*", pursuant to section 101 and section 102 of the Local Government Act 1972. They have also collaborated in:
 - (i) the joint procurement of Northern Trust as the Pool Custodian;
 - (ii) the creation of [Northern LGPS Private Equity Limited Partnership]; and
 - (iii) investing alongside each other in GLIL Infrastructure LLP.
- (E) The Pooling Partners intend that the terms of this Agreement shall govern the Northern LGPS Joint Governance Committee by creating arrangements for asset pooling and the sharing of services among the Pooling Partners in order to achieve improved net investment returns.

- (F) The Agreement gives the Pooling Partners equal rights and status except whether otherwise stated.
- (G) Neither the execution of this Agreement nor the carrying on of activities under it is intended by the Pooling Partners to constitute the carrying on of any "regulated activity" under section 19 of the Financial Services and Markets Act 2000 ("FSMA"). In particular, the Northern LGPS Joint Governance Committee shall not constitute the establishment or operation of a Collective Investment Scheme under s235 of FSMA.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement.

Business Day means a day other than a Saturday, a Sunday or a public holiday in England when banks in London are open for business.

Chief Executive means the person appointed by a Pooling Partner from time to time under section 4 of the Local Government and Housing Act 1989.

CIPFA Guidance means the guidance published in March 2019 by the Chartered Institute of Public Finance and Accountancy entitled "Preparing the Annual Report: Guidance for Local Government Pension Funds".

Commencement Date means [] 2019.

Financial Year means in the case of the first Financial Year, the period from the Commencement Date to (and including) the following 31 March. For subsequent Financial Years the period between 1 April and 31 March (inclusive) and for the last Financial Year any lesser period necessary.

Fund means the fund maintained by each Pooling Partner in respect of the LGPS.

Host Council means the Pooling Partner appointed in accordance with clause 6 and whose duties are described within that clause.

Investment Regulations means the Local Government Pension Scheme (Management and Investment of Funds) Regulations 2016 (SI 2016/946).

Joint Governance Committee means the joint committee formed by this Agreement.

LGPS means the Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under section 7 and 12 of the Superannuation Act 1972 and the provisions of the PSPA 2013.

Member in this Agreement means a member of the Joint Governance Committee appointed in accordance with clause 3.3.

Monitoring Officer means the person designated by each Pooling Partner for the purposes of section 5 of the Local Government and Housing Act 1989.

Northern LGPS means the collaboration by the Pooling Partners in respect of their pooling of investments and use of collective investment vehicles and shared services, including, without limitation, those collaborations mentioned in Recital D to this Agreement.

Officer Working Group means the group of officers whose terms of reference are set out in Schedule 4.

Pension Board means a local pension board or a joint local pension board within the meaning given to each phrase by regulation 106 of the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and section 5 of the PSPA 2013.

Pooling Contribution means as defined in clause 7.1.

Pool Custodian means the FCA regulated entity appointed to act as 'master record keeper' for all assets of the LGPS funds administered by the Pooling Partners and to provide additional services to the Pooling Partners as set out in the relevant contracts.

Pooling Partners means the parties to this Agreement and any other administering authorities within the LGPS who become parties to this Agreement after the Commencement Date. Unless the context otherwise specifies references to an action or decision to be taken by a Pooling Partner shall be construed by reference to its pensions committee or equivalent body, and shall not refer to the Members of the Joint Governance Committee representing it under this Agreement.

PSPA 2013 means the Public Service Pensions Act 2013.

S151 officer means the person appointed by each Pooling Partner for the purposes of section 151 of the Local Government Act 1972.

Secretary of State means the Ministry of Housing, Communities and Local Government or such replacement department which has responsibility for the LGPS.

Shared Objectives has the meaning given by clause 4.

Statutory Guidance means the "*Local Government Pension Scheme: Investment Reform Criteria and Guidance*" ("**November 2015 Guidance**") and the "*Local Government Pension Scheme: Guidance on Preparing and Maintaining an Investment Strategy Statement*", issued in September 2016 but as amended in July 2017 ("**July 2017**").

Guidance"), both as amended from time to time.

Terms of Reference means the governing framework concerning the functions and operations of the Joint Governance Committee as set out in Schedule 3.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation made from time to time under it.
- 1.9 A reference to **writing** or **written** includes faxes and email.
- 1.10 Documents in **agreed form** are documents in the form agreed by the parties and initialed by them or on their behalf for identification.
- 1.11 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.12 Any words following the terms **include, including, in particular** or **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding them.
- 1.13 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any reference to the title of an officer or any of the Pooling Partners shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Pooling Partner as that Pooling Partner may from time to time appoint to carry out the duties of the officer referred to.

2 COMMENCEMENT AND TERM

2.1 This Agreement shall commence on the Commencement Date and shall continue until the earlier of the following:

- (a) all of the Pooling Partners agree in writing to its termination; or
- (b) there is only one remaining Constituent Authority who has not exited this Agreement in accordance with clauses 19 or 20.

3 FORMATION OF THE JOINT GOVERNANCE COMMITTEE

3.1 The Pooling Partners by this Agreement hereby form the Joint Governance Committee pursuant to section 101(5) and 102(1) of the Local Government Act 1972 for the purposes of overseeing and reporting on the performance of the Northern LGPS. The Joint Governance Committee shall not be responsible for formulating or revising the investment strategy described by regulation 7 of the Investment Regulations in respect of each or any of the Pooling Partners.

3.2 Meetings of the Joint Governance Committee are subject to the provisions of the Local Government Act 1972 including the provisions on access to information and meetings held in public.

3.3 Unless agreed otherwise, the membership of the Joint Governance Committee shall be as set out in Schedule 3.

3.4 The Joint Governance Committee shall undertake its role and act in accordance with the Terms of Reference set out in Schedule 2 and shall seek and have regard to the advice of officers and any professional advisors appointed in carrying out its functions under this Agreement.

3.5 Every meeting shall be governed by the procedure and requirements set out in Schedule 3.

3.6 A programme of training will be provided to Members having regard to CIPFA Guidance and the training provided to Members in their roles on their respective Pooling Partner pension committees. Any failure to undertake the required training shall be a matter for consideration by the Joint Governance Committee.

4 SHARED OBJECTIVES

4.1 The Shared Objectives of the Joint Governance Committee are to:

- (a) improve the risk-adjusted net investment returns of the Funds of the Pooling Partners;

- (b) enhance stakeholder engagement activities;
- (c) facilitate increased investment in UK infrastructure;
- (d) assist the Pooling Partners in ensuring continued compliance with the Investment Regulations and Statutory Guidance.

4.2 The Shared Objectives will be reviewed by the Joint Governance Committee and the Pooling Partners annually. Where any revisions are agreed by the Joint Governance Committee the revised Shared Objectives shall be sent to all Pooling Partners for their approval.

5 HOST COUNCIL

5.1 The Pooling Partners have agreed, with effect from the Commencement Date, that Tameside will be the Host Council for the Northern LGPS acting on behalf of itself and the Pooling Partners and Tameside agrees to act in that capacity subject to the terms of this Agreement. For the avoidance of doubt, the role of Host Council, unless otherwise agreed by the Joint Governance Committee, includes:

- (a) being the point of contact for the Northern LGPS;
- (b) providing such administrative resources and facilities that may be necessary for the Northern LGPS, preparing an annual budget for the operation of the Joint Governance Committee, holding all Pooling Contributions and paying expenses and costs of the Joint Governance Committee (as agreed with the other Pooling Partners in advance of expenditure being incurred);
- (c) providing such governance and administrative services that may be necessary for the purpose of supporting the Northern LGPS including arranging and clerking of meetings;
- (d) providing training for Members to support their role on the Joint Governance Committee in line with the training programme and in accordance with clause 3.6;
- (e) entering into contracts for supplies and services as required for the purposes of the Northern LGPS.

5.2 Save and except where otherwise required by law, all staff employed by the Host Council who are engaged in providing services under this Agreement shall be employed on the Host Council's relevant terms and conditions of employment and related staff policies including salary structures.

5.3 A replacement Host Council may be appointed by a majority decision of the Pooling Partners provided that the replacement Host Council agrees.

5.4 If the Host Council withdraws from the Northern LGPS pursuant to clause 16 (Voluntary Exit) or clause 17 (Compulsory Exit) then a replacement Host Council will be appointed by unanimous decision of the remaining Pooling Partners. The withdrawing Host Council will not have the right to vote in regard to any such appointment.

6 INDEMNITIES

6.1 The Host Council shall be indemnified by the other Pooling Partners from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential loss, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable costs and expenses) arising from the performance of its functions authorised pursuant to clause 5, save in the case of its willful default or fraud but shall bear its proportionate share of all such liabilities as a Pooling Partner.

6.2 Any Pooling Partner who is in material breach of any of the provisions of this Agreement (having failed to remedy such breach after having received notice thereof) shall indemnify the other Pooling Partners from and against all liabilities, costs, expenses, damages and losses, (including but not limited to any direct, indirect or consequential loss, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable costs and expenses) resulting from that breach, without prejudice to any other right or remedy of the other Pooling Partners howsoever arising.

7 COMMITMENT OF THE POOLING PARTNERS AND COSTS

7.1 Subject to clause 7.2, the Pooling Partners agree to pay an equal share of all costs ("**Pooling Contributions**") of services procured by the Host Council on behalf of the Joint Governance Committee in relation to the governance, procurement and administration requirements of the Northern LGPS.

7.2 Unless otherwise agreed, the Pooling Partners shall meet the costs of ad hoc projects to which they are a party rateably, so that if a Pooling Partner is not a party to a project it shall bear none of the costs incurred.

7.3 The Pooling Partners agree to pay the Pooling Contributions to the Host Council on such dates, and at such frequency, as is agreed or otherwise annually as demanded.

7.4 Any charges incurred in respect of investment management (whether internal or external), investment advice or custodian services provided to the Pooling Partners individually shall be attributed to each Pooling Partner by reference to the assets under management of that Pooling Partner or such other contractual arrangement in place

between the Pooling Partner and the relevant third party.

8 ACCOUNTS

- 8.1 The Host Council shall keep proper books of account and shall be responsible for ensuring that full and proper entries of all receipts and payments are promptly recorded in them. The books of account shall be kept at the premises of the Host Council and be made available for inspection by all of the Pooling Partners (who may also take copies). The Host Council shall make available on reasonable request such information as is required by any Pooling Partner to prepare its own accounts or respond to any internal or external audit.

9 INTELLECTUAL PROPERTY

- 9.1 Any intellectual property developed by any Pooling Partner for the purposes of the Northern LGPS shall be retained by that Pooling Partner. Each Pooling Partner will, however, grant all of the other Pooling Partners a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify amend and develop it for the purpose of the Northern LGPS whether or not the Pooling Partner granting the licence remains a party to this Agreement. All costs and expenses relating to such intellectual property shall be borne by the Pooling Partners and the other Pooling Partners shall indemnify the Pooling Partner or Pooling Partners in whom such intellectual property is vested against all liabilities that may arise directly or indirectly in respect of the use of it.

10 REPORTS

- 10.1 As periodically requested by the Joint Governance Committee, the Host Council shall procure that the Pool Custodian will provide to the Joint Governance Committee consolidated reports of the assets of the Funds administered by the Pooling Partners.
- 10.2 To ensure that the Pooling Partners are kept up-to-date with the performance of the Northern LGPS, the Joint Governance Committee shall provide all reports and minutes of its meetings to the Pooling Partners' pensions committees or equivalent.

11 INSURANCE

- 11.1 Where the operation of the Northern LGPS is not covered by any existing insurance of the Pooling Partners and the Joint Governance Committee so requests, the Host Council shall effect and at all times keep in force (for the benefit of the Members of the Joint Governance Committee) such policies of insurance for such amounts as it shall decide. Such policies shall be maintained at the expense of the Pooling Partners and shall be an administration cost of the Northern LGPS for the purposes of clause 7.1.

12 DUTIES AND POWERS

12.1 Each Pooling Partner shall at all times:

- (a) use its reasonable skills and endeavours to promote the Northern LGPS for the benefit of the Pooling Partners, and conduct itself in a proper and responsible manner;
- (b) devote such time and attention as the Pooling Partners may decide in writing to be necessary and appropriate to the Northern LGPS;
- (c) comply with all legislation, regulations, professional standards and other provisions as may govern the conduct of the Northern LGPS, or be determined by the Pooling Partners as standards to be voluntarily applied to the Northern LGPS;
- (d) show the utmost good faith to the other Pooling Partners in all transactions relating to the Northern LGPS and give them a true account of, and full information about, all things affecting the Northern LGPS;
- (e) inform the other Pooling Partners without delay on becoming party to any legal proceedings in connection with the Northern LGPS;
- (f) not do or fail to do anything which shall bring any of the other Pooling Partners, or itself, into disrepute;
- (g) obtain all necessary consents sufficient to carry on its duties to the Northern LGPS.

12.2 No action which would otherwise be a breach of this clause shall constitute a breach where the Pooling Partner was required to carry out that action in compliance with a statutory duty or order of any court, tribunal or ombudsman.

13 DELEGATION

13.1 Each Pooling Partner hereby confirms that, prior to the commencement of the Northern LGPS it has put in place (and shall keep in place for the term of this Agreement) such authorisations as are required within its internal governance arrangements to:

- (a) delegate the making of the decisions set out in this Agreement to the Joint Governance Committee; and
- (b) delegate any other matter which is required to comply with the obligations of the Northern LGPS, including delegations to its own officers Officer Working Group [and to the Host Council where required].

13.2 The Pooling Partners shall review and where necessary amend their delegations throughout the duration of the Northern LGPS to ensure that they can comply with the

provisions of this Agreement.

13.3 The Host Council may appoint contractors or agents to undertake tasks, advise on or support the implementation of its functions on behalf of the Joint Governance Committee.

13.4 For the avoidance of doubt, strategic asset allocation will be set by each of the Pooling Partners, but the selection of individual investments and investment managers shall only be carried out by appropriately qualified and experienced officers employed by the Pooling Partners, [operating under the legal framework of specialist investment vehicles where appropriate and] as more fully set out in Schedule 4.

14 OBLIGATIONS ON POOLING PARTNERS

14.1 Without prejudice to the terms of this Agreement, each of the Pooling Partners commits to the implementation of the Northern LGPS within the appropriate legal framework and to use their reasonable endeavours to ensure the success of the Northern LGPS.

15 POLICIES AND PROCEDURES

15.1 The Host Council shall prepare any necessary policies and procedures which the Joint Governance Committee decides are appropriate, in accordance with applicable law and regulation, competent authority, and CIPFA Guidance, and having had regard to applicable guidance specific to local government management of funds or accounting and auditing requirements.

16 VOLUNTARY EXIT

16.1 Any Pooling Partner (the "**VE Authority**") may exit from the Northern LGPS by giving not less than [12 (twelve)] months' written notice to the Host Council of its intention to exit the Northern LGPS and the date of expiry of that notice is the 31 March which next falls after or is coincident with the end of the [12 (twelve)] month notice period provided that the Pooling Partners may agree with the VE Authority that a different notice period applies (the "**Exit Date**").

16.2 A VE Authority may exit the Northern LGPS and be released from its obligations under this Agreement (other than clause 18) provided that:

- (a) it has satisfied all of its obligations up to the Exit Date;
- (b) it has satisfied its share of the costs and expenses up to the Exit Date, as well as any necessary costs and expenses to facilitate the exit whether or not incurred after the Exit Date;
- (c) it redeems or transitions (subject to liquidity constraints and meeting relevant contractual requirements) its investments from the investment arrangements put

in place [by the Pooling Partners]/[under the Northern LGPS] as agreed appropriate by the Joint Governance Committee;

- (d) its representatives on the Joint Governance Committee resign on or before the Exit Date.

16.3 With effect from the date of the notice given by the VE Authority pursuant to clause 16.1 the Members nominated by the VE Authority for the purposes of clause 3.3 shall cease to have any voting rights for the purposes of the Joint Governance Committee and the VE Authority shall cease to be a Pooling Partner.

16.4 For the avoidance of doubt, the VE Authority shall remain liable to make the Pooling Contributions that become due prior to the Exit Date.

17 COMPULSORY EXIT

17.1 The Pooling Partners (other than the CE Authority) may by majority decision compulsorily require any Pooling Partner (the "**CE Authority**") to leave the Northern LGPS, by the Host Council (or in the case of the Host Council being the CE Authority, any other Pooling Partner), giving the CE Authority written notice if the CE Authority:

- (a) commits any serious breach or persistent breaches of this Agreement;
- (b) fails to pay any money owing by it to the Host Council within 28 (twenty-eight) days of a written request for payment from the Host Council;
- (c) fails to account for, or pay over or refund any money received and belonging to the Pooling Partners within 28 (twenty-eight) days after being so required by notice from the Host Council;
- (d) wilfully neglects, refuses or omits to perform its duties, obligations and responsibilities under this Agreement; or
- (e) is guilty of conduct which, in the reasonable opinion of the other Pooling Partners, is likely to have a serious adverse effect on the Northern LGPS;

provided that in each case the CE Authority is first given 28 days following receipt of the written notice to remedy the breach or issue described in paragraphs (a) to (e) and the CE Authority has failed to remedy such breach or issue or to take reasonable steps to do so.

17.2 The effective date of the CE Authority being required to leave the Northern LGPS is the 31 March which next falls after or is coincident with the period of [12 (twelve) months] after the notice given in clause 17.1 above provided that the other Pooling Partners may notify the CE Authority that a different notice period applies (the "**Compulsory Exit Date**").

- 17.3 The CE Authority shall exit the Northern LGPS from the Compulsory Exit Date and must have, prior to the Compulsory Exit Date:
- (a) satisfied all of its obligations up to the Compulsory Exit Date;
 - (b) satisfied its share of the costs and expenses up to the Compulsory Exit Date, as well as any necessary costs and expenses to facilitate the exit whether or not incurred after the Compulsory Exit Date;
 - (c) redeemed or transitioned (subject to liquidity constraints and meeting relevant contractual requirements) [all of] its investments from the Northern LGPS investment arrangements as agreed appropriate by the Joint Governance Committee;
 - (d) ensured that its representatives on the Joint Governance Committee have resigned on or before the Compulsory Exit Date.
- 17.4 With effect from the date of the notice given by the Host Council to the CE Authority pursuant to clause 17.1 the Member (and any nominated deputy for the purposes of clause 3.4) nominated by the CE Authority for the purposes of clause 3.3 shall cease to have any voting rights for the purposes of the Joint Governance Committee and shall cease to be a Pooling Partner.
- 17.5 For the avoidance of doubt, the CE Authority shall remain liable to make the Pooling Contributions that become due prior to the Compulsory Exit Date and liable to the continuing liability provisions of clauses 6 and 18.1.

18 FURTHER PROVISIONS RELATING TO A VE AUTHORITY OR A CE AUTHORITY

Continuing liability

- 18.1 Where any Pooling Partner exits from this Agreement in accordance with clause 16 or 17 it shall remain liable to the extent it would have been were it still party to this Agreement for any acts, omissions, costs and expenses arising from acts taken or decisions made during the period in which that Pooling Partner was a party to this Agreement.

19 NEW POOLING PARTNER

- 19.1 The Pooling Partners shall consider applications from other administering authorities of funds within the LGPS to join the Northern LGPS (a "New Member Application").
- 19.2 A New Member Application will be considered on the merits of its business case and the conditions which the Pooling Partners consider appropriate from time to time.
- 19.3 A New Member Application will only be approved by the Pooling Partners at their absolute

discretion and, subject to regulation 8 of the Investment Regulations, there shall be no obligation under the terms of this Agreement for a New Member Application to be accepted.

19.4 Any Pooling Partner who enters into this Agreement after the Commencement Date shall only have liability for any acts, omissions, costs and expenses arising from acts taken or decisions made from the date of its admission to the Northern LGPS.

19.5 If a New Member Application is approved, the parties shall entered into a deed of admission to the Northern LGPS in the form set out in Schedule 5.

20 CONFIDENTIALITY

20.1 For the purposes of this Agreement, **Confidential Information** means, any information which has been certified as exempt information in accordance with Section 100A(1) of the Local Government Act 1972 and all confidential information (however recorded or preserved) disclosed by a Pooling Partner or its representatives or advisers to another Pooling Partner and its representatives or advisers (except where by law the information cannot be retained as confidential) concerning:

- (a) any information relating to the prospective business, technical processes, computer software or intellectual property rights of a Pooling Partner;
- (b) all documents, papers and property that may have been made or prepared by, or at the request of, any Pooling Partner and which are marked as being exempt information or confidential and which come into any Pooling Partner's possession or under its control in the course of the Northern LGPS; and
- (c) compilations of two or more items of such information and all information that has been, or may be, derived or obtained from any such information which, at any time, comes into any Pooling Partner's possession or under its control in the course of activities connected with the Northern LGPS and which the Joint Governance Committee regards or could reasonably be expected to regard as confidential, whether or not such information is, in itself, confidential, marked as "confidential" or reduced to tangible form.

20.2 Save as provided otherwise in this Agreement either expressly or by implication, each Pooling Partner undertakes that it shall not, at any time, disclose to any person any Confidential Information of the other Pooling Partners and shall use its reasonable endeavours to keep all Confidential Information of the other Pooling Partners confidential (whether it is marked as such or not) except as permitted by clause 20.3.

20.3 Each Pooling Partner may disclose the other Pooling Partner's Confidential Information in the following circumstances:

- (a) to its representatives or advisers who need to know such information for the purposes of carrying out the Pooling Partner's obligations under or in connection with this Agreement. Each Pooling Partner shall ensure that its representatives or advisers to whom it discloses the other Pooling Partner's Confidential Information comply with this clause;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority including an ombudsman having the force of law;
- (c) which Pooling Partner can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause; or
- (d) any disclosure to enable a determination to be made under clause 31 (Dispute Resolution).

21 FREEDOM OF INFORMATION

21.1 Each Pooling Partner acknowledges that the other Pooling Partners and the Joint Governance Committee are subject to the requirements of the Freedom of Information Act 2000 ("**FoIA**") and each Pooling Partner shall where reasonable assist and co-operate with the other Pooling Partners (at their own expense) to enable the other Pooling Partners to comply with these information disclosure obligations.

21.2 Where a Pooling Partner receives a request for information under the FoIA in relation to information which it is holding on behalf of any of the other Pooling Partners in relation to the Northern LGPS, it shall:

- (a) transfer the request for information to the other Pooling Partners as soon as practicable after receipt and in any event within 2 (two) Business Days of receiving a request for information;
- (b) provide the other Pooling Partners with a copy of all information in its possession or power in the form that the other Pooling Partner(s) reasonably require(s) within 10 (ten) Business Days (or such longer period as the Pooling Partner(s) may specify) of the Pooling Partner(s) requesting that information; and
- (c) provide all necessary assistance as reasonably requested by the other Pooling Partner(s) to enable the Pooling Partner to respond to a request for information within the time for compliance set out in the FoIA.

21.3 Where a Pooling Partner receives a request for information under the FoIA which relates to this Agreement or the Northern LGPS it shall:

- (a) advise the person making the request that the information is held by another

public authority (being the Joint Governance Committee) and that the request has been passed to that public authority to respond;

- (b) transfer the request for information to the Host Council on behalf of the Joint Governance Committee as soon as practicable after receipt and in any event within 2 (two) Business Days of receiving a request for information;
- (c) provide the Host Council with a copy of all information in its possession or power in the form that the Host Council reasonably requires within 10 (ten) Business Days (or such longer period as the Host Council may specify) of the Pooling Partner being requested to provide that information; and
- (d) provide all necessary assistance as reasonably requested by the Host Council to enable the Host Council to respond to a request for information on behalf of the Joint Governance Committee within the time for compliance set out in the FoIA.

21.4 The Pooling Partners or the Host Council shall be responsible for determining in their absolute discretion whether any information requested under the FoIA:

- (a) is exempt from disclosure under the FoIA; or
- (b) is to be disclosed in response to a request for information.

21.5 Each Pooling Partner acknowledges that the other Pooling Partners and the Joint Governance Committee may be obliged under the FoIA to disclose information:

- (a) without consulting with the other Pooling Partners where it has not been practicable to achieve such consultation; or
- (b) following consultation with the other Pooling Partners and having taken their views into account.

22 DATA PROTECTION

22.1 The Pooling Partners shall comply with the Data Protection Act 2018 and the General Data Protection Regulation (EU 2016/679) to the extent that such legislation applies to this Agreement.

23 DISSOLUTION

23.1 No Pooling Partner shall be capable of dissolving the Joint Governance Committee unilaterally by means of a notice.

23.2 The Northern LGPS and this Agreement shall be terminated upon the unanimous agreement of all of the Pooling Partners.

23.3 Each Pooling Partner shall act in good faith in the wind up of the Joint

Governance Committee following the unanimous decision to dissolve it as soon as reasonably practicable thereafter, and all costs and expenses shall be borne equally by the Pooling Partners.

24 NO PARTNERSHIP

24.1 Nothing in this Agreement shall constitute the carrying on of a partnership between any of the Pooling Partners.

25 ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

25.2 Each Pooling Partner acknowledges that, in entering into this Agreement it has not relied on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

25.3 Each Pooling Partner agrees that it shall have no claim for innocent or negligent misrepresentation (or negligent misstatement) based on any statement in this agreement.

25.4 Nothing in this clause shall limit or exclude any liability for fraud.

26 NOTICES

26.1 Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand, post, facsimile or email addressed in writing in accordance with this clause at an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

- (a) if delivered by hand during business hours, at the time of delivery;
- (b) if delivered by post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays);
- (c) if delivered by facsimile during business hours, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission; or
- (d) if delivered by email or other electronic form of communication during business hours, at the time of transmission provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

26.2 Where notice is served by hand, facsimile or email outside business hours, it will be

deemed to have been served on the next business day.

27 CONTRACTS (THIRD PARTY RIGHTS)

27.1 A person who is not a party to this Agreement may not enforce any of its terms, conditions or provisions and the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

28 SEVERANCE

28.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

28.2 If one Pooling Partner gives notice to the other Pooling Partners of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Pooling Partners shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended result of the original provision.

29 AMENDMENTS

29.1 No amendment to this Agreement shall be binding unless it is in writing and signed by a duly authorised representative of each of the Pooling Partners and expressed to be for the purpose of such amendment.

30 GOVERNING LAW AND JURISDICTION

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

30.2 Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement, its subject matter or formation.

31 ALTERNATIVE DISPUTE RESOLUTION

31.1 The Pooling Partners agree:

- (a) to pursue a positive approach towards dispute resolution with an objective of reaching a consensus without formal dispute resolution and/or legal proceedings and of maintaining a strong working relationship between the Pooling

Partners;

- (b) that any dispute between the Pooling Partners in relation to matters covered by this Agreement will be referred to in the first instance to the Chief Executives of the Pooling Partners who may, at their sole discretion, delegate the dispute to the appropriate senior officer within 10 Business Days of written notice of the dispute;
- (c) that if the Chief Executives or their delegates are not able to resolve the dispute within 5 Business Days of meeting then the Host Council may refer the matter to a mediation facilitated by the Local Government Association or to a suitably qualified and independent person, as recommended by the respective Chief Executives and as agreed by the Pooling Partners;
- (d) that where any dispute is agreed to be of a legal or technical nature the parties to the dispute may (but not must) jointly take the opinion of an appropriate expert including opinion of senior legal counsel where appropriate. Such expert opinion must be instructed within 10 days of referral to Chief Executives under sub-clause (b) following which the opinion should be delivered within a further 10 days unless the nature and/or details of the dispute or opinion dictate that an alternative timeframe needs to be followed;
- (e) that, if after exhausting other methods of dispute resolution, one of the Pooling Partners commences legal proceedings then this will be subject to the exclusive jurisdiction of the Courts of England and Wales.

All costs are borne equally between the Pooling Partners which are party to the dispute unless agreed otherwise by the Joint Governance Committee or ordered by the Courts.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed.

EXECUTED as a deed, and delivered when dated, by affixing the common seal of **TAMESIDE METROPOLITAN BOROUGH COUNCIL**, in the presence of:

Authorised Signatory:

EXECUTED as a deed, and delivered when dated, by affixing the common seal of **CITY OF BRADFORD METROPOLITAN BOROUGH COUNCIL**, in the presence of:

Authorised Signatory:

EXECUTED as a deed, and delivered when dated, by affixing the common seal of **WIRRAL METROPOLITAN BOROUGH COUNCIL**, in the presence of:

Authorised Signatory:

Schedule 1

Matters Reserved to the Pooling Partners in their respective capacities

- 1 Appointment, termination or replacement of the Pool Custodian following the making of a recommendation by the Joint Governance Committee.
- 2 Formulation, approval or revisions of each respective Pooling Partner's investment strategy for the purposes of regulation 7 of the Investment Regulations.
- 3 Admission of a new administering authority within the LGPS to the Northern LGPS as a Pooling Partner (pursuant to clause 19).
- 4 Amendments of this Agreement (pursuant to clause 29).
- 5 Termination of this Agreement (pursuant to clause 23).
- 6 Approval of the initial Shared Objectives and any subsequent amendment (pursuant to clause 29).
- 7 Determination of the timing of the transition of any part of the Pooling Partner's Funds into a new investment arrangement recommended by the Officer Working Group.
- 8 Setting of policy on how social, environmental and corporate governance considerations are taken into account in the selection, non-selection, retention and realisation of investments.

Schedule 2

Joint Governance Committee Terms of Reference

SCOPE

- 1 Subject to the terms of the Agreement, the Joint Governance Committee shall undertake those matters which are not Matters Reserved to the Pooling Partners as set out in Schedule 1.

PURPOSE

- 2 The primary purposes of the Joint Committee are to:
 - 2.1 exercise oversight over the investment performance of the Pooling Partners' Funds;
 - 2.2 deliver the Shared Objectives;
 - 2.3 agree on any recommended changes to the Shared Objectives from time to time to refer to the Pooling Partners; and
 - 2.4 report to the Pooling Partners quarterly (and at any other time when the Joint Governance Committee considers it to be necessary) on the matters within their remit below.

REMIT

- 3 Monitoring and benchmarking performance against key performance indicators and costs and reporting back to the Pooling Partners.
- 4 Making recommendations on the appointment, replacement or termination of the Pool Custodian to the Pooling Partners.
- 5 Oversight of responsible investment activities (including ethical, social and governance matters and voting rights) of the Pooling Partners and making recommendations to the Pooling Partners as to any changes.
- 6 Engagement with the Pooling Partners to help drive efficiencies [in investment management, research or administration].
- 7 Nominating representatives to national structures as appropriate (for example any LGPS cross-pool forum or national infrastructure board).
- 8 Overseeing staffing requirements of the Northern LGPS investment vehicles.
- 9 Delegation of tasks to the Officer Working Group, including the selection of external investment managers, preparation of reports and draft documents and the responding to Government or other consultations].
- 10 Oversight of Northern LGPS investment vehicles and reviewing opportunities for collaborative working with other investors (including other LGPS pools).

- 11 Appointing and replacing service providers and advisers to the Joint Governance Committee.
- 12 Liaison with Pension Boards as appropriate in line with CIPFA Guidance, and Statutory Guidance.
- 13 Reporting on the performance of the Northern LGPS, its costs and other activities, but not limited to the Ministry for Housing, Communities and Local Government, the Scheme Advisory Board and the general public.
- 14 Applying any processes or policies, for example in relation to conflicts of interest that are assigned to the Joint Governance Committee under this Agreement by the Pooling Partners.
- 15 Monitoring the implementation and effectiveness of the Northern LGPS policies and procedures and initiating reviews of these with the Host Council where required.
- 16 Seeking advice from officers and professional advisers where necessary.
- 17 Overseeing any shared costs of the Joint Governance Committee.

DRAFT

Schedule 3

Joint Governance Committee Procedure

1 MEMBERSHIP

- 1.1 The membership of the Joint Governance Committee shall consist of the chair and deputy-chair of each of the Pooling Partners' pension committees or such alternative persons nominated by the Pooling Partners.
- 1.2 In addition up to three trade union representatives may be appointed after being nominated by the Trades Union Council and subject to the agreement of the Pooling Partners. The trade union representative members shall have the appropriate technical skills to represent scheme members' interests in investment matters and will be selected to represent the interests of members from their respective geographical regions.
- 1.3 The Joint Governance Committee shall not include any non-voting or co-opted members.

2 MEETINGS

- 2.1 Meetings shall ordinarily be held four times per municipal year. The anticipated schedule of meetings and the locations in which they will be held will be agreed in advance.
- 2.2 A meeting may be held at such time and place as the Chair of the Joint Governance Committee thinks fit.
- 2.3 A meeting of the Joint Governance Committee may be called by a proper officer of the Host Council on the request of the Chair. Members must declare any conflict of interest in respect of any business being conducted at the meeting which would likely to be regarded to prejudice the exercise of a person's function as a participant in the meeting.
- 2.4 The Chair is responsible for the running of meetings. The Chair shall invite Members expressing a desire to speak in turn. All discussion and debate shall be held through the Chair and the Chair may draw a discussion to a vote at any time when he/she considers that every Member has been given a fair opportunity to speak.
- 2.5 Members may participate in meetings via telephone subject to the agreement of The Chair.
- 2.6 Minutes will be kept of all meetings. The Chair will sign the minutes of the proceedings at the next suitable meeting.
- 2.7 Notice of meetings

- (a) A notice of meeting specifying the place, date and time of the meeting and containing a statement of the matters to be discussed at the meeting, shall be served on all of the Members of the Joint Governance Committee by the appropriate governance officer of the Host Council;
- (b) Subject to clause 2.7(c), notice of each meeting, copies of the agenda and any reports to be presented at the meeting, shall be given to all Pooling Partners by the Host Council no later than 7 clear days before the date of the meeting. The Pooling Partners shall ensure that a minimum of five clear days' notice of all meetings is given in accordance with their normal procedures for notification of Council meetings and all papers made available at all of the Pooling Partners head offices for inspection for those five days unless certified as exempt or confidential in which case agendas and any non-certified items are made available only.
- (c) If a meeting is required to be held with less than 5 days' notice, the Chair must agree it is required urgently, and may in exceptional circumstances approve the shortened notice period and allow as much notice as possible to be given. Notice should be given in the same manner, and the documents should be made available to all of the Pooling Partners for as many days as practicable before the meeting.

2.8 Exclusion of the public and press

- (a) Where any item to be discussed forms exempt information the Chair shall move that the public and press are excluded from the meeting for the duration of the discussion and voting on that item. Motions to exclude the press and public do not require to be seconded and shall be determined by simple majority vote of the Members present.
- (b) Where the press and public are excluded under clause 2.8(a) above the Chair may invite any person to remain in the meeting where he/she considers it to be necessary or appropriate to do so and any officers of the Pooling Partners present shall be presumed to be invited to remain unless the Chair specifies otherwise.
- (c) Any person may be excluded from a meeting or required to leave a meeting where in the opinion of the Chair he/she is causing a disturbance to the running of the meeting and has not desisted from so doing following a request; or where any person is so disruptive that his/her conduct if allowed to remain would prevent the meeting from proceeding in a fair and acceptable manner.

2.9 The Joint Governance Committee may, through the Chair, invite any person to speak at a meeting.

- 2.10 Officers presenting reports to the Joint Governance Committee may be asked questions following such presentation.
- 2.11 Section 151 Officers and Monitoring Officers (and in their absence their deputies) of any Pooling Partner are entitled to attend all meetings including any part of any meeting which is closed to the public and press.

3 QUORUM

- 3.1 The quorum shall be three Members including at least one Member from each of the Pooling Partners.
- 3.2 Where a quorum is not present within 15 minutes of the start of the meeting and the Chair has not been notified that one or more Members have been delayed but will be attending, the meeting shall not be held and the Host Council will be asked to schedule and give notice of a replacement meeting.
- 3.3 Where, during any meeting there is no quorum present, then the meeting will adjourn immediately. If the Chair has been unable to ascertain within 15 minutes that the quorum can be restored the remaining business will be considered at another time and date fixed by the Chair.

4 CHAIR AND VICE CHAIR(S)

- 4.1 The Chair shall be an elected Member of one of the Pooling Partners and shall be appointed by unanimous vote for a term of 12 calendar months.
- 4.2 Two Deputy Chairs shall be appointed by unanimous vote for a term of 12 calendar months. The Deputy Chairs shall be representatives of different Pooling Partners to each other and to that of the Chair.
- 4.3 In the absence of the Chair, either or both Deputy Chairs (by agreement) shall be entitled to exercise all of the functions of the Chair.
- 4.4 The decision of the Chair of the meeting on all points of procedure and order and the Chair's interpretation of any rule in this schedule shall be final and no debate may ensue thereon. The Chair shall be entitled to take the advice of a governance officer in interpreting any rule or objection on procedure.
- 4.5 The Chair may be assisted during meetings by a governance officer on procedural matters and such administrative officers as the Chair considers appropriate. Such governance and secretarial officers shall be entitled to remain in the meeting where the public and press are excluded.

5 AGENDA

- 5.1 An agenda shall be produced in advance for each meeting by the Host Council following consultation with the Chair.
- 5.2 The agenda for each meeting shall contain as the first substantive item the approval of the minutes of the previous meeting. The Chair will move that the minutes of the previous meeting be signed as a correct record. Any matters arising from minutes of the previous meeting shall be regarded as items on the agenda of the current meeting but only if they have been specified as items of business in the notice summoning the meeting.
- 5.3 The Pooling Partners may ask the Chair to include any matter on the agenda which they consider should be discussed by the Joint Governance Committee.
- 5.4 The decision on whether to allow discussion on any other matter not on the agenda of a meeting at that meeting shall be made by the Chair.

6 MOTIONS

- 6.1 Any Member may propose a motion. All motions must be seconded. Motions which are opposed shall be put to a vote in accordance with the voting provisions of this schedule.
- 6.2 A Member may raise a point of order at any time. The Chair will hear them immediately. A point of order may only relate to an alleged breach of the provisions of this Schedule, or the law or other competent authority. The Member must indicate the provision or law or regulation and the way in which he/she considers it has been broken. The ruling of the Chair on the matter will be final. The Chair may take advice on the point of order from the appropriate officer.

7 VOTING

- 7.1 The Chair shall seek consensus wherever possible however where a vote is required the provisions of this section shall apply.
- 7.2 Each Member present will have one vote and voting will be by means of a show of hands. In the event of a tied vote, the Chair shall have a second or casting vote.
- 7.3 All decisions will be determined by simple majority.
- 7.4 In the event that a vote is taken, the voting positions and any abstentions of members will be recorded in the minutes.

8 SUB-COMMITTEES AND WORKING GROUPS

- 8.1 The Joint Governance Committee shall form such sub-committees and working groups as it considers expedient to performing its function. The Joint Governance Committee shall at the time of forming sub-committees or working groups set out the remit of the sub-committees or working groups, what the sub-committees or working groups are

required to deliver and the timescale for that delivery.

- 8.2 Sub-committees and working groups shall be entitled to request the input and support of officers in the same manner as the Joint Governance Committee.
- 8.3 Each sub-committee and working group shall appoint a chair for that sub-committee or working group, who is to be one of the members of the sub-committee or working group.
- 8.4 Working groups may invite any person who is not a member to join the group in order to assist in carrying out its function.
- 8.5 The Chairs of sub-committees and working groups shall report to Joint Governance Committee at each meeting of that committee on the progress of the matters within their remit.
- 8.6 Sub-committees and working groups may be disbanded at any time on the vote of the Joint Governance Committee.
- 8.7 The provisions of paragraphs 5 to 7 (Agenda, Motions and Voting) of this Schedule shall apply to any sub-committee and working group meetings.

9 REMUNERATION

- 9.1 The Host Authority and/or Pooling Partners shall arrange for the appointment of an independent remuneration panel to advise them on appropriate levels of special responsibility allowances to be payable to their Councillor Members of the Joint Governance Committee in respect of duties and responsibilities undertaken as Members of the Joint Governance Committee. A commensurate allowance will be payable to all non-elected Members of the Joint Governance Committee in the interests of fairness and consistency.

Schedule 4

Officer Working Group Terms of Reference

MEMBERSHIP

The Officer Working Group shall consist of the Directors of each of the Pooling Partners' Funds (or their nominated representatives) supported by such officers of the Pooling Partners as may be required from time to time. Such nominated officers (and any substitutes or alternates designated by the Pooling Partners) must have the appropriate technical skills to advise the Joint Governance Committee on those matters within its own Terms of Reference as set out in Schedule 2. The role of the Officer Working Group is to provide a central resource for advice, assistance, guidance and support for the Joint Governance Committee. The Officer Working Group shall operate on the understanding that any recommendations made to the Joint Governance Committee shall be made on a unanimous basis.

REMIT

The Officer Working Group will have specific responsibility for the following tasks:

INVESTMENT MANAGER AND EXTERNAL INVESTMENT RELATIONS

- 1 Due diligence on, procurement, and selection of external investment management arrangements by the Pooling Partners and making appropriate recommendations to the Joint Governance Committee. Unless otherwise agreed, any procurement process shall be led by the Officer Working Group representative committing the greatest value of assets to the subject matter of the procurement.
- 2 Recommending to the Joint Governance Committee any amendments to the terms of agreements with external managers including (without limitation) by reference to investment objectives, restrictions, fee levels, reporting and key personnel changes, delegations of functions to a third party or associates.
- 3 Researching coinvestment opportunities for and formulation of proposals to the Joint Governance Committee.
- 4 Recommending the resolution of any conflicts of interest issues in relation to external managers (eg in relation to investor committees in limited partnerships where the Pooling Partners may be invested).
- 5 Identifying areas for improvement and cost reductions by external managers or the Pool Custodian.

- 6 Keeping investment structures under review and making recommendations to the Pooling Partners from time to time.

REPORTING

- 7 Determining documentation and presenting information required from external managers for the meetings of the Joint Governance Committee.
- 8 Considering the requirements for measuring and reporting on cost savings, benchmarking and preparing Northern LGPS reports for the Joint Governance Committee on the same to the Minister for Housing, Communities and Local Government and the LGPS Scheme Advisory Board.
- 9 Monitoring the performance of external investment managers, the Pool Custodian, keeping third party performance under constant review and reporting to the Joint Governance Committee.

JOINT GOVERNANCE COMMITTEE OPERATIONAL SUPPORT

- 10 Making recommendations on an annual strategic business plan for the Northern LGPS to the Pooling Partners.
- 11 Determining the budget necessary to implement the strategic business plans and liaising with each Pooling Partner's Section 151 Officer prior to making a final recommendation of the budget to the Joint Governance Committee.
- 12 Reviewing significant commercial, legal and media issues affecting the provision of services to the Northern LGPS.
- 13 Reviewing policy or process issues and recommending appropriate changes to the Joint Governance Committee.
- 14 Recommending and implementing a training plan for the Joint Governance Committee, Pooling Partners' Pension Committee members, Section 151 and Monitoring Officers and Pension Boards.
- 15 Recommending a communication strategy in relation to the Northern LGPS, including the drafting and reviewing of external communications including press releases.
16. Reviewing and approving a Data Protection Policy and any GDPR requirements.

Schedule 5

Deed of Adherence

This Agreement is made on

20[••]

- (1) **TAMESIDE METROPOLITAN BOROUGH COUNCIL** of Guardsman Tony Downes House, 5 Manchester Road, Droylsden, Manchester M43 6SF ("**Tameside**");
- (2) **CITY OF BRADFORD METROPOLITAN BOROUGH COUNCIL** of Aldermanbury House, 4 Godwin street, Bradford, BD1 2ST ("**Bradford**"); and
- (3) **WIRRAL METROPOLITAN BOROUGH COUNCIL** of Castle Chambers, 43 Castle Street, Liverpool L2 9SH ("**Wirral**")
(**TOGETHER** the "**Existing Pooling Partners**")
- (4) [**NAME OF NEW LOCAL AUTHORITY**] of [ADDRESS] (the "**New Pooling Partner**").

BACKGROUND

This Agreement is supplemental to a Joint Governance Committee agreement dated [DATE] and entered into by the Existing Pooling Partners (the "**Agreement**").

The New Pooling Partner wishes to be admitted as a new Pooling Partner pursuant to the Agreement.

OPERATIVE PROVISIONS

- 1 The definitions contained in the Agreement will have the same meanings in this Deed save where the context otherwise requires.
- 2 The New Pooling Partner confirms that it has been given and read a copy of the Agreement and covenants with each of the Existing Pooling Partners to perform and to be bound with effect from the date of this Deed by all the terms of the Agreement as if the New Pooling Partner was a party to the Agreement as a Pooling Partner. By executing this Deed all parties confirm that it is the intention that the New Pooling Partner shall be bound by and entitled to the benefit of the provisions of the Agreement as if it was a party to the Agreement and named in the Agreement as a Pooling Partner.
- 3 This Deed may be executed in any number of counterparts, each of which when executed will be an original but together will constitute one and the same agreement.
- 4 This Deed will be governed by and construed in accordance with the laws of England and Wales.
- 5 This document is executed as a deed and delivered on the date stated at the beginning of

this Deed.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed.

EXECUTED as a deed, and delivered when dated, by affixing the common seal of **TAMESIDE METROPOLITAN BOROUGH COUNCIL**, in the presence of:

Authorised Signatory:

EXECUTED as a deed, and delivered when dated, by affixing the common seal of **CITY OF BRADFORD METROPOLITAN BOROUGH COUNCIL**, in the presence of:

Authorised Signatory:

EXECUTED as a deed, and delivered when dated, by affixing the common seal of **WIRRAL METROPOLITAN BOROUGH COUNCIL**, in the presence of:

Authorised Signatory:

EXECUTED as a deed, and delivered when dated, by affixing the common seal of **[NAME OF NEW POOLING PARTNER]**, in the presence of:

Authorised Signatory: