

SCHEDULE 26

Partnering Charter

1. For the duration of the Agreement, this **"Partnering Charter"** will apply. The parties shall each work cooperatively with each other to discharge their respective responsibilities under this Agreement and to provide strategic direction for the provision of the Services and the operation of the Facilities. The parties will provide support to the Strategic Partnership Board and its functions shall include:
 - 1.1 Considering and agreeing annual participation targets - establish and agree appropriate targets on an annual basis in accordance with the Agreement and monitor effectiveness for collating data and reporting against selected targets.
 - 1.2 Monitoring Service performance - ensure the Services are delivered to the standards required by the Agreement, in particular by commissioning qualitative and quantitative reports on performance and implementing/reviewing procedures for self-monitoring and reporting through the use of the agreed key performance indicators.
 - 1.3 Creating and monitoring a Risk and Project Register - establish a joint approach to risk and project management by creating and regularly reviewing a register of the risks and projects associated with the implementation and on-going Service delivery and determining which of the parties should assume responsibility/are responsible for the risk(s) and project actions.
 - 1.4 Being Innovative - develop and/or consider proposals for continuous service improvement and for greater cost-effectiveness in the delivery of the Services. This may be implemented by studying examples of best practice elsewhere, implementing studies, reports and projects managed by the Authority and the Operator.
 - 1.5 Being Proactive - anticipate and consider proposals for any change in the Services that may be required, for example, by any change in law or policy, or by any change in economic or social circumstances or expectations.
 - 1.6 Ensuring a partnering ethos – fully and properly consider any representations that may be made by either party concerning any matter that appears to be inconsistent with the parties commitment to work cooperatively.
 - 1.7 Resolving Differences - seek the rapid and fair resolution of any differences between the parties. The parties commit to discuss problems as soon as they arise and to work together in a no blame culture.
 - 1.8 Reviewing Service performance – review monthly/annual reports prepared and consider/discuss openly the parties' opinions on the state of the partnering relationship, successes and shortcomings over a Contract Year, and proposals for improvement in the future.
2. The Authority's Representative and the Operator's Representative will meet regularly to ensure that the day-to-day operational requirements of the Agreement are being met. The dates for

these meetings will be agreed between the parties and will vary according to operational requirements.

3. Furthermore, the parties each accept a duty to:

- 3.1 make a sincere effort to understand the other party's obligations, goals, expectations, duties and objectives in the performance of the Services and operation of the Facilities;
- 3.2 be just and faithful in all dealings in respect of the relationship between the parties, the Agreement and the Project, and to give a true account of such dealings;
- 3.3 work at all times within a spirit of co-operation to ensure the delivery of the Services to the required standard;
- 3.4 resolve differences that may arise in relation to the Agreement by good faith discussions and negotiations wherever possible;
- 3.5 communicate clearly and effectively, and in a timely manner, on all matters relating to the Agreement;
- 3.6 make the most efficient use of resources, and seek to achieve cost effective savings and to enhance Users' participation and revenue to the benefit of both parties;
- 3.7 make every reasonable endeavour to ensure that all persons engaged on the Project diligently and faithfully employ themselves to bring about its performance to a high standard;
- 3.8 give an early warning to the other party of any material mistakes, discrepancies or omissions of which either party becomes aware within the Agreement, and offer fair and reasonable solutions where practicable; and
- 3.9 give an early warning to the other party of any matter that they become aware of that could affect the achievement of any obligations, goals, expectations, duties and objectives in the performance of the Services and operation of the Facilities.