

NEPO ASSOCIATE MEMBERSHIP AGREEMENT

Background

- (a) The North East Procurement Organisation (“NEPO”) is a consortium consisting of full membership from north east local authorities and associate membership for public bodies as defined by Section 1 of Local Government (Goods and Services) Act 1970.
- (b) The Associate Member hereby agrees to join NEPO on the terms set out below.

1. Parties

1. The Borough Council of Gateshead as host authority for the North East Procurement Organisation

whose registered office is at Civic Centre Gateshead NE8 1HH and the operating address for NEPO is Guildhall, Quayside, Newcastle upon Tyne, NE1 3AF.

2. Name of Associate Member

Address:

Type of Public Body under Section 1 of the Local Government (Goods and Services) Act 1970: **or** Registered Charity Number

2. Definitions

- 2.1 Throughout the whole of this Agreement except where the context otherwise requires, the following expressions shall have the following meanings;

Agreement	This agreement and its Schedule
Associate Member	an associate member of NEPO
Financial Year	The period from the 1st April to the 31st March in any year
NEPO	the North East Procurement Organisation
Term	The term as set out in Clause 4 of this Agreement

- 2.2 In this Agreement except where the context otherwise requires:-

2.2.1 the masculine includes the feminine and vice versa;

2.2.2 the singular includes the plural and vice versa;

- 2.2.3 a reference to any clause, sub-clause, paragraph, Schedule, recital or Annex is, except where expressly stated to the contrary, by reference to such clause, sub-clause, paragraph, Schedule, recital or Annex of and to this Agreement
- 2.2.4 save where otherwise provided in this Agreement, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 2.2.5 any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to that enactment, order regulation or other similar instrument as amended, replaced, consolidated or re-enacted;
- 2.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assigns or transferees;
- 2.2.7 headings are included for convenience only;
- 2.2.8 words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words;
- 2.2.9 any obligation on a Party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done.

3. **Membership**

- 3.1 Associate Membership is provided free of charge upon completion of this Agreement.
- 3.2. Should NEPO subsequently introduce a charge for Associate Membership, the Associate Member will be notified in writing no less than three months prior to the commencement of the charging period, thereby providing the Member with the opportunity to either cancel or continue their membership.

4. **Term of Agreement**

- 4.1 This Agreement shall commence on the date of signature of this Agreement by the Associate Member.
- 4.2 This Agreement shall automatically renew annually unless terminated in accordance with Clause 9.

5. **Rights of Associate Members**

- 5.1 The rights of Associate Members are set out below:
- 5.2 Associate Members will be granted access to all existing or new NEPO and Pro5 contracting and framework arrangements. *(Please note that Associate Members outside of the North East region may be unable to access a small proportion of contracts that operate specific geographical restrictions – please refer to the NEPO Contract list for further details).*
- 5.3 Associate Members will be provided with a PDF email newsletter which will include the latest NEPO news and contracts / framework agreements.
- 5.4 Where applicable, Associate Members will be included in consultation on new proposed contracting or framework arrangements.
- 5.5 NEPO will provide Associate Members with additional information (e.g. User Guides, supplier contact information) on particular framework agreements on request. Where relevant, confidential information will be clearly highlighted to the Associate Member (see section 6.1.4 regarding Associate Member responsibilities regarding confidentiality).
- 5.6 NEPO will keep Associate Members informed on opportunities to engage in supplier engagement / training days in the North East, for instance helping suppliers work through PQQ's and ITT's or being involved in market consultation for specific categories of spend.
- 5.7 Associate Members may be able to access some spend analysis data although a fee may be applicable for this, (providing that the Associate Member forwards to NEPO the financial management data extracts in an agreed format – see section 6.1.3).

6. **Responsibilities of the Associate Member**

- 6.1 The Associate Member will:
 - 6.1.1 Nominate a named contact with overall responsibility for liaising and co-ordinating with NEPO.
 - 6.1.2 Provide information reasonably requested by NEPO including but not restricted to:
 - 6.1.2.1 Expenditure on products and services with providers under NEPO framework arrangements or contract arrangements;
 - 6.1.2.2 Expenditure on products and services against category areas;
 - 6.1.2.3 Prices paid for specified goods and services within category areas;
 - 6.1.2.4 A preferred specification of goods or services; and

6.1.2.5 The quantities of goods and services purchased from existing suppliers within category areas.

6.1.3 Take all necessary precautions to ensure that all Confidential and Commercially Sensitive information is treated as confidential and not disclosed or used other than for the purposes of this Agreement by their employees, agents or sub-contractors.

7. **Voting rights**

7.1 Associate Members will not have representation on the NEPO Joint Committee nor have any voting rights in respect of decisions normally taken by the Joint Committee.

8. **Contract Rebates**

8.1 Where appropriate, NEPO operates a contract rebate against all invoices paid by each Member including Associate Members for all business received by way of Order through NEPO contracts.

8.2 Where appropriate, the contract rebate is retained by NEPO.

8.3 Where the contract rebate is applicable, the level set for each contract will be determined by NEPO and will be set out in the Invitation to Tender for the NEPO contract in question.

9. **Termination of Membership**

9.1 The Associate Member can terminate this Agreement on three months notice in writing provided they are not currently purchasing under any contracts arranged by NEPO.

10. **Effect of termination**

10.1 From termination of this Agreement, the Associate Member will not be able to participate in any contracts arranged by NEPO or engage in any call-off arrangements under any contract arranged by NEPO unless that call-off was submitted prior to the date of termination.

11. **Notices**

11.1 Any notice to be served between the Parties shall be sent by first class post to the address of the relevant party to this Agreement and shall be deemed to have been received within 72 hours of posting.

11.2 In respect of NEPO the notice must be sent to the following address:

Deputy & Programmes Director, NEPO, Guildhall, Quayside, Newcastle upon Tyne, NE1 3AF.

11.3 In respect of the Associate Member the notice will be sent to the address notified at Clause 1 of this Agreement.

12. **Entire Agreement**

12.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. This Agreement supersedes all prior

negotiations representations and undertakings whether written or oral except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

13. **Law and Jurisdiction**

13.1 The Contract shall be governed by and construed in accordance with the laws of England and the jurisdiction of the English Courts.

14. **Contracts (Rights of Third Parties) Act 1999**

14.1 No person who is not a party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Council or the Associate Member) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties.

Signatures

Signed on behalf of

Name of Organisation _____

Signature _____

Name _____

Dated: _____

Signed on behalf of
The Borough Council of Gateshead
as host authority for the
North East Procurement Organisation

Signature _____

Name _____

Dated _____

Membership Number: NEPO/_____ (please quote on all correspondence)

Associate Member Contact Information

As per Section 6 of the above Agreement, please complete the following information to confirm to NEPO which representatives within your organisation should be contacted regarding the following aspects of your associate membership of NEPO.

1. Receipt of the NEPO associate newsletter

Name

Job Title

Email Address

Telephone Number

Tick here if all communications listed on the form should be sent to the above contact

2. Requests for quarterly spend information *(leave blank if the above-named applies)*

Name

Job Title

Email Address

Telephone Number

Please complete and return this form:

By email enquiries@nepo.org

By post NEPO, Guildhall, Quayside, Newcastle upon Tyne, NE1 3AF