

APPENDIX 1

THIS AGREEMENT is made the _____ day of _____ 2011

B E T W E E N:

- (i) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street, London SE1 2TZ (“the Council”)

- (ii) **THE NEW AYLESBURY TRUST LIMITED** (Company No. 06176587) whose registered office is at 1 Thurlow Street, London SE17 2US (“Creation Trust”)

The Council and Creation Trust are together hereinafter referred to as the “Parties”

WHEREAS:

1. Creation Trust was established in 2009 as the successor body to the Aylesbury New Deal for Communities (ANDC) to help transform the lives of residents of the Aylesbury Estate.

2. In 2009, the Council, ANDC and Creation Trust entered into a Memorandum of Understanding (“the Memorandum”), under which the parties agreed to collaborate in achieving certain objectives, including the Council’s intention to provide financial and other support to Creation Trust.

3. On the basis of the Memorandum, ANDC successfully applied for funding approval from the Government Office for London (“GOL”). The Council’s commitment to provide funding and community space to Creation Trust formed a key element of GOL’s decision to grant approval.

4. The Parties now wish to enter into this Agreement in order to set out the arrangements whereby they will work in partnership during the Term to further their objectives subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS

- 1.1 In this Agreement:

“Financial Year”	means each financial year running from 1 st April in one calendar year until 31 st March in the subsequent calendar year (inclusive).
“the Grant Funding”	means a maximum sum of £937,500 released in Quarterly Tranches of £62,500 during the Term
“Quarterly”	means each of the following periods in each Financial Year: 1 st April to 30 th June (Quarter 1) 1 st July to 30 th September (Quarter 2) 1 st October to 31 st December (Quarter 3) 1 st January to 31 st March (Quarter 4) and “Quarterly Tranche” shall be construed accordingly
“the Term”	means the period from 01 April 2011 to 31 March 2015

1.2 INTERPRETATION: The interpretation and construction of this Agreement shall be subject to the following provisions:

- 1.2.1** References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date of this Agreement) from time to time.
- 1.2.2** Reference to clauses and appendices are references to clauses and appendices of this Agreement and any reference to a sub provision is unless otherwise stated a reference to a sub provision of the provision in which the reference appears.
- 1.2.3** The clause, paragraph, and appendix headings and any table of contents do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.2.4** References to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.
- 1.2.5** Words importing the one gender only shall include the other genders and words importing the singular number only shall include the plural.

2 AIMS, OBJECTIVES AND GENERAL PRINCIPLES

2.1 The Parties hereby agree that this Agreement shall be subject to the principles set out in the Council's Cabinet report (the "Report") dated 17 May 2011 and which are annexed as Appendix 1 to this Agreement.

2.2 Specifically, the Parties acknowledge that this Agreement supports the following key principles set out in the Report:

(i) their shared commitment to transforming the Aylesbury Estate into a thriving neighbourhood through physical, social and economic change;

(ii) their shared vision for the physical re-development of the Aylesbury Estate as established in the Area Action Plan;

(iii) their shared commitment to further the shared aims, objectives and overall vision for the Aylesbury Estate regeneration; and

(iv) recognition that the Parties also have individual and distinct commitments - for the Council to lead on physical regeneration on the Aylesbury Estate and for Creation Trust to lead on the social and economic regeneration of the estate. The Parties therefore commit to their respective roles as set out in Appendix 4.

2.3 In entering into this Agreement, the Parties agree to act in such a way as to achieve these aims, intended outcomes and objectives wherever reasonably possible, and to act and deal in good faith towards each other in respect of all matters the subject of this Agreement.

3 COUNCIL'S OBLIGATIONS

3.1 The Council agrees that it shall pay the Grant Funding to Creation Trust for the Term subject to Creation Trust's sustained fulfilment of the conditions outlined in Clauses 4 and 6 below.

3.2 The Council released the first Quarterly Tranche for the current Financial Year (2011/2012) on 02 June 2011, receipt of which Creation Trust hereby acknowledges. Henceforth, the Council will pay each tranche to Creation Trust on a Quarterly basis in accordance with the Revenue Support profile annexed as Appendix 2 to this Agreement.

3.3 As noted in the Report, the Council will provide Creation Trust with up to 2,500m² of space for community purposes at a peppercorn rent. However, Creation Trust will be required to meet all other costs associated with the space. The Parties hereby agree that arrangements for identifying the location of, and other arrangements for, the space will be defined in a separate lease or licence agreement which will be entered into by the Parties at a later stage. During the Term the Parties will work together to identify interim options for provision of the community space pending agreement of a more permanent solution which will form part of a viable development.

4. CREATION TRUST'S OBLIGATIONS

4.1 Creation Trust agrees as follows:

4.1.1 Compliance with the Law and relevant Council policies: To comply with all relevant Legislation, government best practice and standards and Council Rules including in particular:

4.1.1.1 The Equality Act 2010, (and insofar as they remain in force - the Race Relations Act 1976 (as amended), the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Disability Discrimination Act 2005 and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body;

4.1.1.2 The Health and Safety at Work Act 1974 in order to protect the health and safety of its personnel and all other people and to adopt safe methods of work;

4.1.1.3 The Data Protection Act 1998 and hereby undertakes that it will comply with its obligations, whether as data controller, data processor or otherwise under the Data Protection Acts as and when the same are applicable to this Agreement and that it will comply with the additional obligations of confidentiality applying to any personal data controlled and/or processed by either party under this Agreement.

4.1.2 Utilisation of Grant Funding:

4.1.2.1 To utilise the Grant Funding in a good, safe and competent manner and free from dishonesty and corruption and in a manner which is not, and is not likely to become, injurious to health or detrimental to the environment or the image and reputation of the Council and will ensure that the Council's interests are protected at all times.

4.1.2.2 To ensure that grant funding is allocated to agreed and scheduled purposes in accordance with the business plan and any agreed changes in line with the monitoring process.

4.1.3 Equal Opportunities: So far as is possible, to operate an equal opportunities policy which complies with the practical guidance and recommendations contained in the Equalities and Human Rights Commission codes of practice.

4.1.4 Human Rights: To support and assist the Council in compliance with its obligations under the Human Rights Act 1998, Code of Practice on Government Information (1994) and the Freedom of Information Act 2002, and any obligations imposed by any external funder of the Grant Funding.

4.1.5 Safeguarding Policies: To comply with the Council's Safeguarding Policies.

4.1.6 Audit: To give to the Council, the Council's auditors, the District Auditor and the Local Government Ombudsman such information, explanations and access to and copies of any documents as may reasonably be required to satisfy themselves as to its compliance with the terms of this Agreement. Direct reasonable costs of any inspection will be met by the Council except where the information is requested as a result of complaints of poor performance or non-compliance with this Agreement.

4.1.7 Co-operation: In performing its obligations under this Agreement, to liaise with and co-operate with all officers of the Council and other contractors appointed to undertake duties on behalf of the Council.

4.1.8 Publicity: To refrain from undertaking any publicity or placing any advertisement referring to the Council without the Council's prior written agreement.

4.1.9 Copyright: That all copyright or other intellectual property rights in all work that it creates or produces under this Agreement shall be its property. Creation Trust hereby grants to the Council, and/or any third party which performs services on behalf of the Council, a non-exclusive, perpetual, transferable, royalty free licence to use such work for Council business that is reasonably related to the Grant Funding. Creation Trust also warrant that any document or design that it produces under this Agreement is its original work which does not infringe the copyright, design right, moral right or any other rights of any third party, and that no claims of such infringement have been made or are the subject of litigation actual or threatened.

4.1.10 Insurance, Indemnity and Liability: To maintain a comprehensive policy of insurance to cover its liability under this Agreement and to provide the Council with certified copies of the insurance policy upon written request.

4.2 Assignment and Subcontracting: Creation Trust will not assign or sub-contract any of its obligations under this Agreement without the prior written agreement of the Council which will not be unreasonably withheld.

4.3 Agency: Creation Trust is not and shall in no circumstances hold itself out as being a servant or agent of the Council.

5 CONDITIONS FOR RELEASE OF GRANT FUNDING

5.1 As a condition of maintaining the Grant Funding to Creation Trust, the Council requires Creation Trust to adhere to the reporting requirements set out in Appendix 3. The mid-year report shall be submitted to the Council by no later than 10 days after the end date of Quarter 2 in each year of the Term and the annual report will then be submitted by no later than 10 days after the end date of Quarter 4 in each year of the Term

5.2 The Council will operate effective systems to monitor and report back on Creation Trust's performance through a Performance Assessment regime. Details of the Performance Assessment regime are outlined in Appendix 3 to this Agreement.

6 CHANGES TO GRANT FUNDING,

6.1 The Council hereby reserves the right to withhold, reduce, discontinue or claw-back any Grant Funding already paid or to be paid to Creation Trust or a reasonable proportion thereof if:

6.1.1 in the Council's opinion, Creation Trust is in breach of:

6.1.1.1 any of the conditions outlined in Clause 5 above, and/or;

6.1.1.2 .the General Conditions set out in Clause 7 below,

and in both cases has failed to remedy such breach within a reasonable time upon being notified by the Council, where that breach is capable of remedy.

6.1.2 the Council terminates the Agreement under Clause 8.

6.2 In addition or alternatively, the Council reserves the right to claw-back any Grant Funding already paid to Creation Trust or withhold, reduce or discontinue any future

Grant Funding to be paid under this Agreement if the Council is required by National Government to claw back the monies and / or in the event of any changes in the Government's instructions for use of the Grant Funding.

- 6.3** The Council shall notify Creation Trust in writing in the event that it proposes to withhold, reduce, discontinue or claw-back the Grant Funding. This notification shall set out in detail the reasons why such action is being undertaken and the extent of the proposed repayment or reduction.
- 6.4** In respect of notifications further to Clause 5.1, Creation Trust shall have 28 days from the date of such notification to respond to the Council in writing, submitting proposals for remedying the basis of the Council's actions thereof (where it is possible to remedy the cause for notification).

7 GENERAL CONDITIONS

- 7.1** Without prejudice to Clauses 5 and 6, the Parties have agreed additional conditions which if breached will enable the Council to withhold, reduce, discontinue or claw back payments from Creation Trust (the "General Conditions") and which are set out in Clause 7.2.

7.2 Acts of Creation Trust

- 7.2.1 Financial insolvency:** In the event that Creation Trust suffers any distress or execution to be levied, commits an act of bankruptcy, makes any composition or arrangement with creditors, has a receiver appointed or goes into liquidation.
- 7.2.2 Improper financial management:** In the event that Creation Trust fails to establish and/or maintain proper financial management and accounting systems and practices, including internal financial controls to protect its income and assets from misuse, abuse, waste, fraud or potential fraud. This shall include maintenance of records that show how the Grant Funding has been used and making proper arrangements for the payment of tax and national insurance, where appropriate.
- 7.2.3** Assignment of this Agreement in breach of Clause 4.2.
- 7.2.4** Failure to allocate Grant Funding to agreed and scheduled purposes in breach of Clause 4.1.2.
- 7.2.5 Party political activity:** In the event that Creation Trust engages in party political activity or fails to demonstrate political neutrality. In this regard the Grant Funding shall not be used to fund activities which show a party political bias or involve party political propaganda.

7.2.6 Corruption: In the event that Creation Trust or any of its employees, or any other person acting on behalf of Creation Trust has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with the Council; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have offered or given any fee or reward to any officer of the Council which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof

7.2.7 Non-compliance with the law in breach of Clause 4.1.1

7.2.8 Failure to obtain or maintain proper insurances in breach of Clause 4.1.10

7.2.9 Cessation of operations: In the event that Creation Trust ceases to operate or to provide services relevant to its business plan.

8 TERMINATION

8.1 This Agreement will end upon expiry of the Term

8.2 Without prejudice to the Council's rights under Clauses 6 and 7, the Council may, following discussions with Creation Trust, terminate this Agreement, or part thereof, by one month's written notice if Creation Trust is in material breach of this Agreement. The types of conduct which would constitute a material breach shall include, but shall not be limited to, breaches of clauses 7.2.2, 7.2.3, 7.2.4, 7.2.5 and 7.2.7.

8.3 The Council may by written notice having immediate effect terminate this Agreement, or part thereof, if:

8.3.1 either of the events described in Clauses 7.2.1 and 7.2.6 occurs; and/or

8.3.2 Creation Trust makes any fraudulent claims.

8.4 Creation Trust may terminate this Agreement by giving three months written notice to the Council.

8.5 Upon early termination of this Agreement under Clauses 8.2, 8.3 and 8.4, any arrangements relating to the Council's provision of community space to Creation Trust as described in Clause 3.3 shall also immediately come to an end and Creation Trust will be required to relinquish the community space without delay.

- 8.6** If at the end of the Term or upon early termination of this Agreement any part of the Grant Funding remains unspent Creation Trust shall forthwith repay any such unspent part to the Council.
- 8.7** The Council shall have no liability for any consequential loss suffered by Creation Trust as a result of early termination of this Agreement under Clauses 8.2, 8.3 and 8.4.
- 8.7** Termination of this Agreement shall be without prejudice to either party's rights or remedies in respect of any default or breach of contract, which may have arisen prior to the date of termination.
- 8.8** At the end of the Term, the Council shall cease payments of the Grant Funding to Creation Trust. However, the Council will work with Creation Trust to develop other mechanisms for mutual co-operation following the end of the Term.

9 MISCELLANEOUS PROVISIONS

- 9.1 Notices:** Any notice or other communication given under this Agreement shall be in writing and may be delivered or sent by first class prepaid post or by fax to the address or number notified by either party for this purpose. Unless the contrary is proved, any such notice or communication shall be deemed to have been given to and received by the addressee:
- 9.1.1** if delivered, at the time it is left at the address of or handed to a representative of the party to be served;
- 9.1.2** if sent by post, 2 working days following the date of posting;
- 9.1.3** if sent by fax, 1 working day following the date of transmission.
- 9.2 Waiver and cumulative rights:** No failure or delay by either party to exercise any right, power, privilege or remedy under this Agreement shall operate as a waiver. All such rights, powers, privileges and remedies are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available at law or in equity.
- 9.3 Whole contract:** This Agreement contains the full and complete understanding between the Parties and supersedes all prior arrangements and understandings, whether written or oral, relating to the subject matter of this Agreement. It may not be varied except in writing, signed by both Parties.

9.4 Severance: If any provision of this Agreement is declared by any judicial or other competent authority to be voidable illegal or otherwise unenforceable it shall not affect any other provision of this Agreement which shall remain in full force and effect.

9.5 Continuation of obligations: The provisions of clauses 4.1.10, 4.2, 4.3, 6.2, 8 and 9.8 of this Agreement shall continue in force notwithstanding the termination or expiry of this Agreement

9.6 Contracts (Rights of Third Parties) Act 1999: Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.

9.7 Monitoring:

9.7.1 The Parties shall establish a liaison group to undertake ongoing monitoring of arrangements established under this Agreement. The liaison group will comprise the following officers:

- i) For the Council – the Project Director – Aylesbury Regeneration or their equivalent or nominee.
- ii) For Creation Trust – the Director - the New Aylesbury Trust or their equivalent or nominee.

9.8 Dispute Resolution:

9.8.1 If a dispute arises out of or in connection with this Agreement, either party may refer the dispute to the liaison group who shall endeavour in good faith to resolve it.

9.8.2 Any disputes not resolved by the liaison group shall be escalated to the Deputy Chief Executive of the Council and the Chair of Creation Trust acting together.

9.8.3 If the officers named in Clause 9.8.2 are for any reason unable to resolve the dispute within a maximum of fourteen (14) days after it has been referred to them, either party may refer the dispute for final determination to an expert (the “Expert”) who shall be deemed to act as expert and not as arbitrator. The Expert shall be selected by mutual agreement or, failing agreement within fourteen (14) days after a request by one party to the other, shall be chosen at the request of either party by

the President of the Law Society of England who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question.

9.8.4 Each party shall be liable for and shall bear its own costs and one half of the fees and expenses of the Expert in the event of any referral of a dispute to the Expert (unless the Expert directs otherwise).

9.8.5 The Parties shall not institute court proceedings in respect of any disputes arising under or pursuant to this Agreement until the procedures set out in Clauses 9.8.1, 9.8.2, 9.8.3 and 9.8.4 have been completed.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED AS A DEED for and on behalf of the parties hereto the day and year first before written:

Signed by: _____ (print name)

Position:

Signature:

For and on behalf of the Council

Signed by: _____ (print name)

Position:

Signature:

For and on behalf of The New Aylesbury Trust Limited (Creation Trust)

Appendix 1 Funding Agreement Principles

Excerpt from the Council's Cabinet Report dated 17 May 2011:

It is recommended that Cabinet approve grant funding of up to a maximum of £937,500 be paid to the Creation Trust in quarterly tranches of £62,500 subject to the terms of a 4 year funding agreement signed in accordance with the following principles:

- Shared vision – the two parties would acknowledge (a) the shared commitment to transforming the Aylesbury estate into a thriving neighbourhood through delivering physical, social and economic change; and (b) the shared vision for the physical redevelopment of the Aylesbury Estate as established in the Area Action Plan. This can be summarised as

“to deliver new homes in a new neighbourhood, with a range of tenure and ownership options that are affordable for local residents; a mixed community, with provision for families, elderly and the vulnerable; excellent schools, improved transport and community facilities, and new businesses; high quality architecture and great streets, squares and parks; sustainable and safe. “

- Roles of the parties – the agreement would outline the different and complementary roles of the two parties and establish a shared commitment to work in mutual co-operation to further the shared aims, objectives and overall vision for the regeneration.
- Revenue support – the agreement would set out the profile of revenue support (i.e. grant funding) to be paid to Creation Trust by the council, subject to (a) satisfactory performance, and (b) general conditions.
- Community space – the agreement would restate the council's previous commitment to provide Creation Trust with up to 2,500m² of space for community purposes at a peppercorn rent. Both parties will signal the shared objective of delivering such space within a viable package of redevelopment, and their intention to work together to identify a suitable interim solution pending such a viable development opportunity. The agreement will establish that while the council will forgo rent at a market rate for property in its ownership, Creation Trust will be required to cover any actual costs incurred (including utilities and maintenance costs). The funding agreement will not identify the location of this space or any

more detailed terms, which would be defined in a subsequent lease or license, as appropriate.

- Performance assessment – the agreement will set out a performance assessment regime, based on an annual report followed by an agreed annual action plan and a bi-annual monitoring mechanism. The agreement will also set out mechanisms to deal with poor performance or areas for improvement, with the ultimate sanctions being (a) non-payment and/or claw-back of the grant funding; and (b) termination of property leases.
- General conditions – the council's standard terms and conditions relating to such areas as equality and safeguarding will be incorporated together with a number of other conditions that are outlined in principle in Appendix 2.
- End of agreement – the agreement will make it clear that upon termination of the agreement, the council is not liable for any further payments of grant funding to the Creation Trust. However, it will also include a mechanism for the council to work with the Trust to develop cooperation mechanisms to be implemented following the end of the agreement.

General Conditions (outlined in appendix 2 to the Cabinet report)

The following general conditions will form part of the Funding agreement between the Council and Creation Trust. These conditions govern circumstances (other than poor performance by Creation) where the Council will have the right to withhold, reduce, discontinue or claw back payments:

1. Acts of Creation Trust

- a. Financial insolvency
- b. Improper financial management
- c. Agreement being assigned to another organisation or company
- d. Failure to allocate grant funding to agreed and scheduled purposes
- e. Party political activity
- f. Corruption
- g. Non-compliance with the law.
- h. Lack of proper insurances
- i. Cessation of operations.

2. National Government requiring claw back of the monies and / or any changes in the instructions for use of the grant funding by Government

These conditions will be further developed during the course of the drafting of the Funding Agreement. The Agreement will also set out the notification procedures to be followed in the event that the Trust fails to meet any of the above conditions.

Appendix 2

Revenue Support Profile

Revenue Support Profile means release of revenue as detailed within the profile below:

Schedule of forecast revenue support payments to Creation Trust as at 02/06/2011.

Financial Year	Quarter 1 £	Quarter 2 £	Quarter 3 £	Quarter 4 £	Total £
2011/12	-*	62,500	62,500	62,500	187,500
2012/13	62,500	62,500	62,500	62,500	250,000
2013/14	62,500	62,500	62,500	62,500	250,000
2014/15	62,500	62,500	62,500	62,500	250,000
Totals	187,500	250,000	250,000	250,000	937,500

*The payment of £62,500 for Quarter 1 of 2011/12 has been made as at 02/06/11.

Appendix 3
Performance Assessment Regime

Annual report

An annual report will be provided to the Council no later than 10 days after the end of Q4 of each financial year. The annual report will comprise:

- End of year budget report - An end of year budget table for the previous financial year, setting out proposed vs. actual expenditure and income with an analysis of the reason for any variances.
- End of year outcomes report - An end of year outcomes table for the previous financial year, setting out the proposed vs. actual outcomes with an analysis of the reason for any variances.
- End of year organisational development report - An end of year organisational development report, setting out progress made against any action plan agreed the previous year. The action plan for year 1 outlines the following organisational development objectives for Creation Trust:
 1. To establish a finance and resourcing sub-group to take final decisions regarding project funding, including trustees or co-opted trustees with finance and business experience and to ensure that Creation Trust takes appropriate measures to enable proper accounting records to be maintained.
 2. To identify where individuals or groups of trustees will focus their attention in order to provide appropriate direction and support for the Director of Creation Trust and her staff
 3. To develop clear selection criteria, application procedures and monitoring arrangements for projects funded, ensuring that (a) projects and activities complement statutory and other service provider activities; (b) there are appropriate pathways into other services for residents; (c) value for money is achieved; and (d) outcomes are measured and delivered.
- A business plan - A business plan for the forthcoming year approved by the Creation Trust board, including a viable balanced projected budget and outcomes for the forthcoming year.
- An action plan - An action plan for the forthcoming year setting out any areas of organisational development.
- A support plan - Any specific areas where the Creation Trust would like to seek practical support from the Council in the forthcoming year.

Mid-year report

A bi-annual report will be provided to the Council no later than 10 days after the end of Q2 of each financial year. The bi-annual report will include:

- Mid-year budget report - A mid-year budget table for the previous two quarters, setting out proposed vs. actual expenditure and income with an analysis of the reason for any variances.
- Mid-year outcomes report - A mid-year outcomes table for the previous two quarters, setting out the proposed vs. actual outcomes with an analysis of the reason for any variances.
- Mid-year organisational development report – A mid-year organisational development report, setting out progress made against any action plan for that year.
- A revised support plan - Any changes or additions to the specific areas where the Creation Trust would like to seek practical support from the Council in the subsequent two quarters.

Council review of annual and mid-year reports

1. The Council will review the annual and mid-year reports within 20 and 10 days of receipt respectively. The Council will be seeking to satisfy itself that Creation Trust:
 - (a) has not breached any of the general conditions;
 - (b) is delivering value for money;
 - (c) is delivering within projected budgets;
 - (d) is delivering against projected outcomes;
 - (e) is taking steps to tackle areas where organisational development is needed.
2. The Council will meet with Creation Trust following their review to discuss any areas of concern; the Council will seek to agree with the Creation Trust a mechanism for resolving any areas of concern.
3. Should Creation Trust and the Council be unable to agree on a mechanism for resolving any areas of concern within 45 days then the matter shall be dealt with in accordance with the dispute resolution procedures set out in Clause 9.8.

Appendix 4

The Parties' Roles

The Council and Creation Trust will work together in mutual co-operation to further their shared vision.

Specifically, Creation Trust will:

- drive forward the social and economic regeneration of the estate, delivering improved outcomes for local people by:
 - funding and delivering community projects to respond to service gaps
 - providing an advocacy service for vulnerable residents
 - providing space for community projects and activities
 - facilitating coordination between statutory, voluntary and community service providers.
 - developing partnerships between the community, local and central government, businesses and other groups.
- support the council in delivering the physical regeneration of the estate in line with the redevelopment envisaged in the Area Action Plan by:
 - providing space in the Aylesbury Echo to update residents
 - encouraging and broadening participation in consultation events
 - to maintain a regeneration sub-group to act as a forum for collective exploration of issues related to the physical redevelopment of the estate.
- support the council in managing the existing estate while it awaits redevelopment by:
 - participating in the Area Forum and TRAs.
 - encouraging and broadening participation in consultation and involvement in estate management activities.
 - providing space in the Aylesbury Echo to update residents.

Specifically, the Council will:

- drive forward the physical regeneration of the estate in line with the redevelopment envisaged in the Area Action Plan.
- manage the existing estate while it awaits redevelopment.
- support the Creation Trust in driving forward the social and economic regeneration of the estate by:
 - maintaining a key contact officer to act as the link with the Council.
 - facilitating relationships between the Creation Trust and service providers within the Council.
 - providing access to information and data (where possible) held by the council.
 - providing access (but not professional advice) to specialist expertise, (where possible given resourcing constraints).
 - identifying and realising opportunities to contribute to the social and economic regeneration of the estate.
 - collating data on socio-economic outcomes and identifying possible risks/ gaps.