PURPOSE OF REPORT
To update members on the ROADEX project and seek agreement to continue with the partnership arrangement.

COMPETENCE
1.1 There are no legal or other constraints to the recommendations being implemented. The financial implications are contained in the report.

SUMMARY
2.1 ROADEX is a technical co-operation across northern Europe that shares road related research and information. The main aim of the project has been to advance the management and maintenance of low volume roads across the Northern Periphery. There have been four Roadex projects since the group was first established in 1998 with the fourth and final project finishing in July 2012. The Comhairle have been involved with the partnership for about ten years.

2.2 Over the past twelve years, through sharing and research, the Project has produced a large volume of information much of which has been made available on line at www.roadex.org. The information has been used by Technical staff in the Comhairle and has enabled projects to be taken forward using new construction methods. This has helped to change how we do things and has identified considerable savings along the way. The latest design for a section of the A859 demonstrated a potential saving of £245k using unconventional construction methods developed around ROADEX principles. Some members may recall the Seminar that was held in Stornoway in 2007 following which technical advice on drainage and soil conditions, influenced our new road design and maintenance works.

2.3 ROADEX IV had eleven partners promoting networking across the northern periphery, coming from a number of organisations with similar road related interests. The partners are now concerned that the legacy of the work that had been delivered over the past twelve years is at risk as without some cooperation the continued exchange of knowledge will cease. As a result it is proposed that a partnership agreement be established, which will help to manage the exchange of information between partners, and continue the ROADEX legacy, in the hope that further external funding can be found sometime in the future.

2.4 The Roadex projects have mainly been funded through the European Regional Development Fund, Northern Periphery Programme(NPP). The Roadex projects has been successful in all its aims, and as a result, well supported by the NPP. The NPP have however decided not to fund any further projects under their current funding allocation. As a result it is up to the partners to decide on how to manage the legacy of the work that has been done in the past twelve years.

2.5 Following discussions it was proposed that an agreement be sought between partners who would work to protect the ROADEX legacy and ensure that a sharing of technical knowledge would continue. The Swedish Roads Administration who managed the Roadex projects agreed to the administration of this agreement.

2.6 As a result a Partnership Agreement was prepared, a copy of which is provided as Appendix 1 to this report. The annual fee associated with the agreement is approximately £2400-£4000 and can be funded from the Roads Revenue Budget. The final cost will be determined by the number of groups finally agreeing to participate in the agreement. Early indications are that the number will increase from that in the last project.

RECOMMENDATION
3.1 It is recommended that the Comhairle approve the continued participation in the ROADEX network.

Contact Officer: Donald Macrae, 01851 822664
Background Papers: None
Appendix: Roadex Network Partnership Agreement
4.1 The ROADEX partnership was established as a pilot in the late nineties, to establish a network of technical information exchange between partners across the northern periphery areas of Europe. The aim of the project was to look at low volume roads similar to those we have in the Islands. The European Fund aided project has since developed into four distinct projects, enabled the gathering of a vast amount of knowledge and research to be carried out and shared. Details can be found on the ROADEX web site at www.roadex.org

4.2 The Comhairle have been a partner of ROADEX for the past ten years and have benefitted from the arrangement through the exchange of information, together with support and guidance from partners and external advisors.

4.3 In 2007 the ROADEX partnership held a seminar in Stornoway at which time experts in their field gave talks on issues which affected our Island roads. The seminar was well attended and resulted in changes to our road designs and maintenance considerations especially taking account of the effects of water on our roads.

4.4 Since then our design Engineers have been developing non conventional methods of road construction over peat. This has resulted in a possible saving of £245k on a section of new road on the A859.

4.5 Technology developed through the project has enabled Engineers to gain more information on existing road structures enabling them to carry out road designs, with the knowledge of what lies below existing surfaces. Ground Radar Penetration enables us to look beyond the road surface also provides details on the risks of leaving existing structures in place and overbuilding. This in turn saves considerable costs on projects in excavation and backfill.

4.6 The partnership created through the projects has also provided links with other agencies who specialise in dealing with similar problems to those we find on our roads. These links include UK Universities who specialise in road surface treatments.

4.7 With the ROADEX project having ended in June 2012 it is proposed that the partners should continue to exchange information and that the web site be maintained to facilitate this process. As a result it is proposed that an agreement be put in place to cover this arrangement and a copy of the proposal is shown at Appendix 1.
PARTNERSHIP AGREEMENT

ROADEX NETWORK

PARTNERSHIP AGREEMENT

This AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between:

- The Swedish Transport Administration, Sweden
- Swedish Forest Agency, Sweden
- SCA Forest, Sweden
- Centre for Economic Development, Transport and the Environment, Finland
- The Finnish Transport Agency, Finland
- Metsähallitus, Finland
- The Highland Council, Scotland, U.K
- Comhairle nan Eilean Siar, Scotland, U.K
- Forestry Commission, Scotland, U.K
- Department of Transport, Ireland
- Mayo County Council, Ireland
- National Roads Authority, Ireland
- Coillte, Ireland
- Icelandic Public Road Administration, Iceland
- Government of Greenland, Greenland
- Norwegian Public Roads Administration, Norway

Hereinafter together referred to as "the Partners"

NOW, THEREFORE in consideration of the mutual covenants contained herein the Partners hereto agree as follows:

1. BACKGROUND

The ROADEX IV project ends 2012-06-30. This was the fourth ROADEX project since 1998. As a result of the termination of ROADEX IV no more funding will be available from the Northern Periphery Programme. The cooperation will continue under a new name, ROADEX NETWORK. The future cooperation is needed in order to take care of the ROADEX legacy in form of the knowledge centre, including the website, e-learning system, results, reports etc.
2. AIMS AND BENEFITS OF THE AGREEMENT AND COOPERATION

The aims of the network:

- To be a forum for cooperation between road authorities, forest authorities, universities and other stakeholders with interests in management of low volume roads
- To take care of the ROADEX legacy, which includes all the outputs produced in the projects
- To increase the efficiency and sustainability in road management, by using ROADEX technologies
- To improve the quality of road maintenance and construction, by using ROADEX technologies
- To share best practice between the Partners
- To implement and test new solutions in the Partner areas
- To follow-up on the use of ROADEX knowledge
- To be a forum for new solutions and implementation of ROADEX methods
- To arrange workshops and meetings in the field of low volume roads
- To try to get external funding for research and implementation projects to develop the ROADEX knowledge centre and cooperation further.

The benefits of the network:

- Partners can influence, give ideas, initiate and carry out new research and projects on low volume roads
- Partners can help each other with implementation of the ROADEX technologies and methods
- Partners have instant access to expertise and guidance, both through the secretariat and the Partners organizations
- Partners can share and discuss experiences of implementing different ROADEX solutions
- External funding (EU funding) might be accessible in the future for development, and by having a network established, it will be easier and faster to agree on what to do and get applications ready.

3. ROADEX NETWORK ORGANISATION

For a successful management of the Partnership and the ROADEX NETWORK, the Partners have established;

The Steering Committee

The Steering Committee shall consist of all funding Partners and will be responsible for guidance and rules. The funding Partner organizations shall have one (1) vote each in the Steering Committee. Each representative in the steering committee shall be fully
PARTNERSHIP AGREEMENT

authorized to act on behalf of his/hers organization in all matters relating to the operational issues.

Meetings shall be held as necessary, at least once (1) a year in different locations, and will include strategies for the ROADEX NETWORK, technical discussions, financing of common projects ideas, financing, benchmarking, implementation and innovation in ROADEX low volume road management and practices. Minutes of all meetings in the Steering Committee shall be submitted to its Partners.

Decisions between the Partners shall be taken by a majority of the votes. If no majority is obtained when voting, the chairman’s vote is decisive.

The Steering Committee shall be chaired by The Swedish Transport Administration, the first two (2) years. Chair is then changed every two years between the various partners. It is not mandatory that for a partner to chair

The Core Working Group

The Core Working Group shall develop and move the ROADEX NETWORK forward by implementing, new project ideas and content on the web-page, www.roadex.org. The Core Working Group shall consist of staff from the Partner organizations and the Secretariat.

It shall consist of 3 to 5 people from different Partner organizations and participation is optional. It should be represented by organizations from different areas of interest and location. (For example: Organizations: road authorities, forestry organizations and universities, and Location: Scandinavia, UK/Ireland, Iceland, Greenland etc.)

The Steering Committee shall be chaired by The Swedish Transport Administration, the named employer in the contract for the ROADEX NETWORK Secretariat.

The Secretariat

The Secretariat shall be responsible for the work with the ROADEX project on a day to day basis. This responsibility shall include (among other things) supervision over the web-page and e-learning, the updates on the web-site, e-learning, contact with the Partners, coordinating and planning activities, integration of all international research activities and reporting to the steering committee. The Secretariat shall furthermore arrange meetings in the network, at least once a year.

The Secretariat shall be established by an external expert organization(s)/consultant(s) that financed by a Partners annual fee. The Swedish Transport Administration will be responsible for the procurement and the contract/agreement with the consultant
PARTNERSHIP AGREEMENT

4. DUTY OF GOOD FAITH AND DEALING

The Partners undertake to act in accordance with the principles of equality, honesty, credibility and reciprocity. The Partners agree that they will provide any and all materials, information and assistance as may be reasonably necessary to ensure the best possible results. The engagement shall be performed with care and otherwise in a professional manner and the Partners undertake to adopt all reasonable measures to ensure the realization of the objectives of this Agreement. The Partners shall, without delay, inform each other of circumstances which may be of significance for their co-operation.

5. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

This Agreement shall come into force and become legally binding when all Partners have signed this Agreement. However, this Agreement will not come into force and will not be legally binding for any Partner until the public procurement procedures regarding the appointment of the “consultant” for ROADEX NETWORK Secretariat have been finalized and there is a final judgment which has gained legal force (res judicata).

The Agreement shall be considered honoured or terminated upon the execution of a successor Agreement, or the expiration of three (3) calendar years from the 1st January 2013. After the three (3) calendar years, the agreement will automatically be prolonged with one (1) calendar year at a time, unless a partner wants to end the cooperation.

Any individual Partner may terminate its obligations prior to date of termination of this Agreement without a specific cause. However, the Partners shall do their utmost not to withdraw from this Agreement unless there are unavoidable reasons for it.

In such a case, the Partner must give the Swedish Transport Administration and the Secretariat a written notice three (3) months prior to the termination, which is before 1st October for each calendar year.

In any event, the terminating Partner shall fulfill its financial obligations up to the date of termination, i.e. until the end of the applicable notice period, which is every commenced calendar year.

Any rights granted under this Agreement remain unaffected by the termination and the other Partners shall continue to be entitled to make use of the information made available by the terminating Partner on the conditions specified in this Agreement.
PARTNERSHIP AGREEMENT

When a Partner terminates this Agreement the remaining Partners shall endeavour to cover the contribution of the withdrawing Partner by directly assuming its tasks or by actively asking one or more new third organisations to join the Partnership.

It is expressly agreed by the Partners that each and every business transaction begun prior to date of termination of this Agreement shall be conducted in the normal course of business and in a professional and good faith manner until consummation and completion regardless of the date of termination of this Agreement.

6. PARTNERSHIP CHARGES / ANNUAL FEE

To finance the activities carried out under this Agreement, each Partner, including any new Partner subject to this Agreement, shall pay the provisional amounts to be jointly determined. The charge/annual fee will depend on the cost of running the ROADEX NETWORK Secretariat. This will be dependent on the result of the public procurement and the number of Partners in the Agreement. A model will be used to distribute the cost equally between the Partners.

Each Partner shall contribute 3,000 – 5,000 Euro on the date of entry into this Agreement. The fee will depend on the number of months remaining in the year the Agreement comes into force.

Any new Partner subject to this Agreement shall pay 3,000 – 5,000 Euro at the day of entry into this Agreement.

Each Partner shall thereafter pay 3,000 – 5,000 Euro every calendar year.

All charges, as well as other possible amounts due, shall be paid in accordance with the instructions given by the Swedish Transport Administration. The Swedish Transport Administration shall invoice all Partners once per year.

If a partner has paid the fee for a calendar year and wants to end the cooperation, the fee will not be refunded.

The Secretariat shall, together with Swedish Transport Administration, prepare a budget for the ROADEX NETWORK on a yearly basis and administer and keep records of all expenses incurred.
PARTNERSHIP AGREEMENT

7. MISCELLANEOUS EXPENSES
Travel costs, charges for accommodation, staff costs and any other related charges shall be covered and paid by each respective Partner. Minor expenses for hosting a meeting, such as meeting rooms, catering etc. shall be paid by the hosting partner.

The ROADEX NETWORK project shall not in any way be held liable for any Partners miscellaneous expenses occurred under this Agreement.

8. TAXES
Each Partner accepts responsibility for the payment of their respective taxes or bank charges as a consequence of this Agreement. No representations or advice regarding the tax consequences, if any, have been made or given by any Partner to this Agreement.

9. NON-FULFILMENT OF OBLIGATIONS
In the case that a Partner repeatedly fails to fulfil its obligations stipulated in this Agreement, the Partner may be excluded from the ROADEX NETWORK. The decision to exclude a Partner for not fulfilling its obligations shall be made by the Steering Committee and confirmed in writing by the Chairman of the Steering Committee.

10. RELATIONSHIP BETWEEN THE PARTNERS
Nothing contained in the Agreement shall be construed as establishing a relationship of master and servant or of principal and agent as between the Partners.

11. HEADINGS
The headings contained in this Agreement are for reference purposes only and shall not limit, alter or affect the meaning or interpretation of this Agreement. Paragraph headings and numbering of paragraphs as utilised herein is for convenience of review only, and in any legal interpretation, such headings and numberings shall not be construed as part of the contents, or an indication of the contents of the particular paragraph then under review.

12. OWNERSHIP OF INFORMATION
This Agreement does not grant any ownership rights or change existing ownership rights to any of the information provided under this Agreement by a Partner.
PARTNERSHIP AGREEMENT

Neither this Agreement nor any disclosure of information shall vest any present or future rights in any trade secrets or intellectual property rights.

All existing information at www.roadex.org and new information created under the ROADEX NETWORK shall be jointly owned by the Partners.

13. MARKETING ACTIVITIES

A Partner may only use another Partner's name in advertising or other marketing activities in order to inform about ROADEX NETWORK. The information must be objective and factual.

14. FORCE MAJEURE

"Force Majeure" means an event which is beyond the reasonable control of a Partner, is not foreseeable, is unavoidable, and which makes a Partner's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. Force majeure includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions. No Partner to this Agreement shall be held liable for not complying with obligations ensuing from this Agreement in case of force majeure. In such a case, the Partner concerned must announce this immediately in writing to the other Partners to this Agreement.

The failure of a Partner to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of force majeure, provided that the Partner affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. A Partner affected by an event of force majeure shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.

15. CONFIDENTIALITY

The Partners shall keep the content of this Agreement confidential to the extent possible in accordance with the principle of public access to official documents. The Partners undertake such confidentiality in regards of any trade secret received from another Partner under the term of this Agreement and thereafter, including but not limited to any business information, consulting information and customer information in whatever form.

16. NOTICE AND DELIVERY

Any notice between the Partners, whether sent by mail, fax or e-mail, shall be in written form, if such notice involves the rights or obligations of the Partners. The address of each Partner
PARTNERSHIP AGREEMENT

listed in this Agreement is also the mailing address of each Partner to receive notice, unless it is otherwise agreed by the Partners in written form.

For any notice sent to the address of the receiving Partner, if it is sent by mail, it shall be deemed as duly delivered on the third day (not Saturday, Sunday or public holiday) after the date indicated on the receipt of the post office. If a notice is sent by fax or e-mail, it shall be deemed as duly delivered upon confirmation of the receiver.

17. **CHANGES, AMENDMENTS, MODIFICATIONS**

In order to be effective, any change, modification or amendment to this Agreement must be made in writing and signed by all Partners to this Agreement.

18. **ASSIGNABILITY (BINDING UPON SUCCESSORS)**

This Agreement shall be binding upon the Partners until termination of this Agreement. No Partner will be allowed to sell, assign, mortage, pledge, encumber or in any way transfer or dispose of its rights or duties under this Agreement.

19. **SETTLEMENT OF DISPUTES**

Any dispute, controversy or claim related to this Agreement shall be settled through friendly negotiation. In case no settlement can be reached, either Partner may institute a lawsuit. Disputes regarding the execution, interpretation or application of this Agreement, or any legal relations pertaining thereto, shall be resolved and governed in accordance with Swedish law. The Swedish courts of law shall have exclusive jurisdiction. The court of first instance shall be the Stockholm District Court.

20. **INVALID PROVISIONS**

If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, this shall have no effect on the validity of the remaining provisions. The invalid provisions are to be replaced, backdated to the time of their becoming ineffective, by provisions which come closest to achieving their objective.

21. **ENTIRE AGREEMENT**

This Agreement contains all covenants, stipulations and provisions agreed by the Partners. Except as otherwise provided herein, this Agreement constituted the entire Agreement between the Partners, and all prior negotiations, representations, or Agreements between the Partners, whether oral or written, are merged into this Agreement. No agent or representative of any Partner has authority to make, and the Partners shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
PARTNERSHIP AGREEMENT

This ROADEX NETWORK Partnership Agreement shall be made and executed in two (2) hard copies, one (1) for each Partner and one (1) for the Swedish Transport Administration, hereto respectively, which shall have equal legal force.

The agreement represents and constitutes the entire Agreement between the Partners and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations or agreements, either written or oral. Any amendments to this Agreement must be agreed in writing.

Authorized to sign the ROADEX NETWORK Partnership Agreement on behalf of

Swedish Transport Administration

Signature: ____________________________

Name and title:

Date of signature:

Authorized to sign the ROADEX NETWORK Partnership Agreement on behalf of

Comhairle nan Eilean Siar, Scotland, U.K.

Signature: ____________________________

Name and title:

Date of signature: