

## AGREEMENT BETWEEN THE ALL-PARTY PARLIAMENTARY CHINA GROUP AND THE GREAT BRITAIN – CHINA CENTRE

Whereas the Great Britain-China Centre (herein referred to as “GBCC”) and the All-Party Parliamentary China Group (herein referred to as “APPCG”) have jointly hired a Coordinator, who will work 50% of their time for GBCC and 50% of their time for APPCG, the APPCG and GBCC hereby confirm their continuing agreement to the following:

1. The GBCC is employing the joint Coordinator, [REDACTED] (herein referred to as the “Coordinator”) [REDACTED]. The employment [REDACTED] is conditional upon the receipt of two satisfactory references and is subject to completion of a probation period [REDACTED].
2. GBCC has provided the Coordinator with a contract of employment, and will continue to pay their salary on a monthly basis in arrears direct to their bank account after all statutory deductions and pension contributions. GBCC will account to HMRC for all statutory deductions including employer’s NIC and will pay pension contributions [REDACTED] within the required timeframes.
3. The Coordinator works 50% of their time for GBCC and 50% of their time for APPCG. As far as possible, regular hours will be agreed for both organisations. Despite this, APPCG and GBCC agree to manage the Coordinator’s office hours flexibly by negotiation, to handle peaks and troughs of activity on both sides, and to allow the Coordinator to handle one-week projects when required for either organisation.
4. [REDACTED] Upon satisfactory completion of the probation period, [REDACTED] the total cost of their employment, including non-consolidated bonuses, national insurance, and employer pension contributions, will be divided by two and the APPCG will be invoiced for 50% of the total amount, plus an agreed handling fee of 5%, to cover payroll and human resources support costs etc. [REDACTED].
5. GBCC is registered for VAT and charges VAT on the handling fee at the prevailing rate. APPCG acknowledges and agrees to pay the VAT on the handling fee.
6. APPCG officers will provide the Coordinator with office space in Parliament for their weekly APPCG work period as soon as is practicable after each new Parliament sits. In the event of any delay or problems with finding suitable office space GBCC will endeavour to provide the Coordinator with office space in the short term, subject to its own office space needs at the time. Alternatively, the Coordinator may work from home for agreed periods.
7. The APPCG will pay GBCC quarterly in advance for the required total fee for that quarter, upon production of a GBCC invoice.
8. GBCC and APPCG will provide clear job descriptions for the Coordinator, and each will set clear measurable objectives against which performance appraisals will be conducted each year in line with the Foreign, Commonwealth and Development Office (FCDO) practice. These appraisals will inform any annual salary review, which may under normal circumstances follow FCDO practice as modified by GBCC in line with GBCC’s personnel policies. Any review will be subject to the approval of the GBCC Personnel Committee, and to approval of the Chairman of the APPCG.

9. In the event of any performance issues as perceived either by APPCG or GBCC, the GBCC Director and the APPCG Chairman will meet to discuss them and as far as possible to agree a joint management plan to handle the issues.

10. If such issues cannot be resolved to the satisfaction of either APPCG or GBCC, it is agreed that either the employment of the Coordinator may be terminated in line with the employment contract (and applicable employment law) and a replacement recruited who can satisfy both organisations, or alternatively that 1 months' notice shall be served by either party to terminate this agreement.

11. This agreement will be reviewed annually from the date of the start of the employment of the Coordinator [REDACTED]

12. Both sides may terminate the agreement with three months' notice on either side. Should APPCG terminate the agreement or for any reason fail to pay invoices sent by GBCC, GBCC reserves the right to terminate the arrangement and to review its employment of the Coordinator.

13. APPCG warrants that Parliament has adequate insurance in place to cover for any loss, injury or damaged caused by or to the Coordinator in the normal course of working for APPCG, as required by law.

14. APPCG shall fulfil all duties relating to the Coordinator health, safety and welfare as if it were the employer and shall comply with GBCC's reasonable request in connection with the Coordinator's duties in relation to APPCG.

15. APPCG acknowledges that GBCC is not responsible for the way in which the Coordinator carries out their duties to APPCG and APPCG waives all and any claims that it may have against GBCC arising out of any act or omission of the Coordinator in the course of the Coordinator carrying out their duties for APPCG.

16. APPCG shall indemnify GBCC fully and keep GBCC indemnified fully at all times against any loss, injury, damage or costs suffered, sustained or incurred by: (a) the Coordinator in relation to any loss, injury, damage or costs arising out of act or omission by APPCG or its employees or agents; or (b) a third party, in relation to any loss, injury, damage or costs arising out of any act or omission of the Coordinator in the course of carrying out their duties for APPCG.

17. APPCG shall indemnify GBCC fully and keep GBCC indemnified fully at all times against any claim or demand by the Coordinator arising out of the carrying out of their duties for APPCG or any termination by APPCG of this Agreement.

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

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

20. The APPCG Chairman shall provide a copy of this Agreement to a current vice-chair or joint vice-chairs and as far as possible obtain his or her/their agreement to it in the interests of continuity of this arrangement beyond any general election, in the longer term interests of the APPCG, of GBCC and of the Coordinator.

[SIGNED for and on behalf of  
APPCG:

) [REDACTED]  
) .....

DATED:

) [REDACTED]  
) .....

[SIGNED for and on behalf of  
GBCC:

) [REDACTED]  
) .....

DATED:

) [REDACTED]  
) .....