

MaaS Multi-party agreements – and how to get the best from your lawyer

CISMOB Main Interregional Exchange of Experience Event

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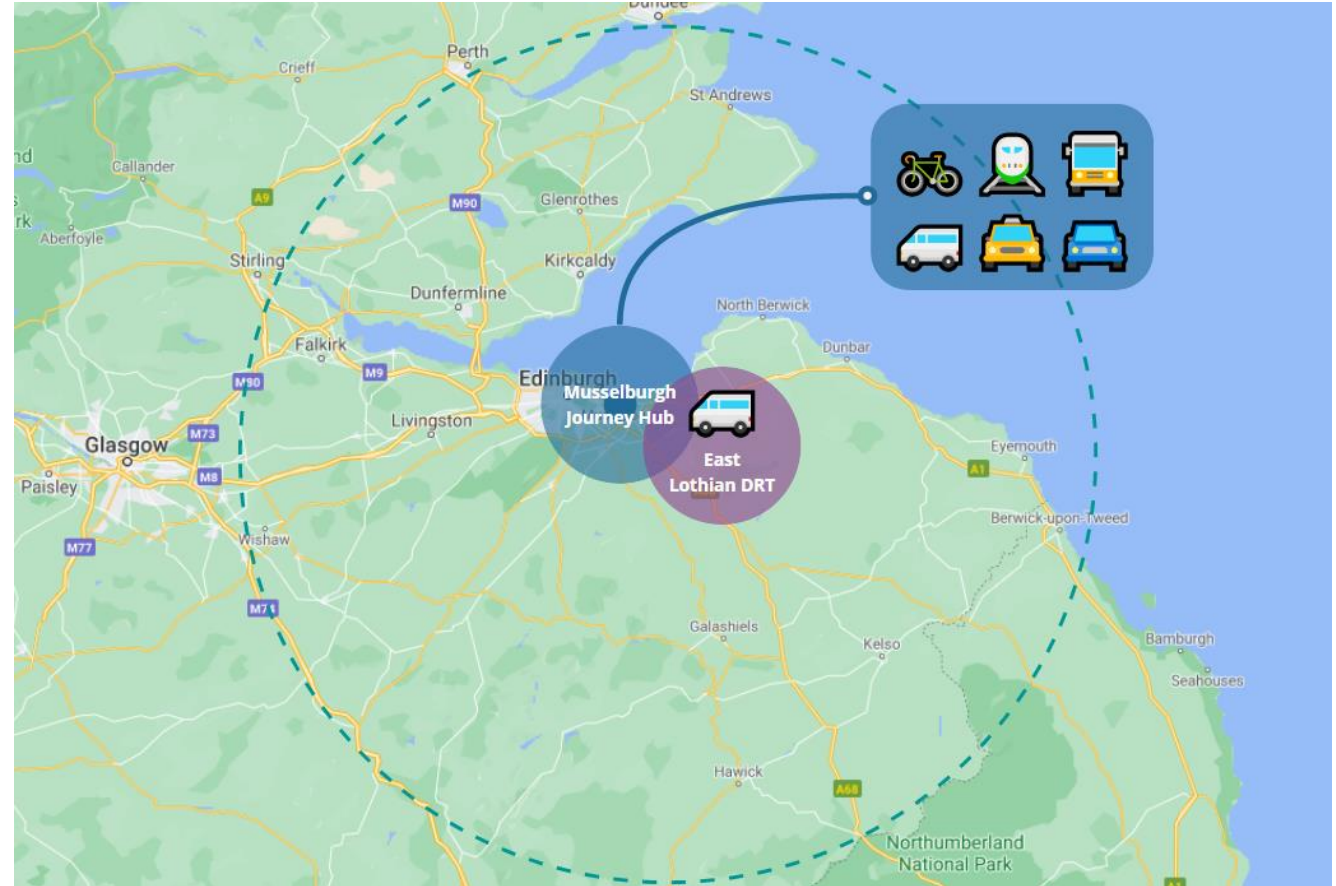
South East of Scotland
Transport Partnership

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Context – the Go SEStran project

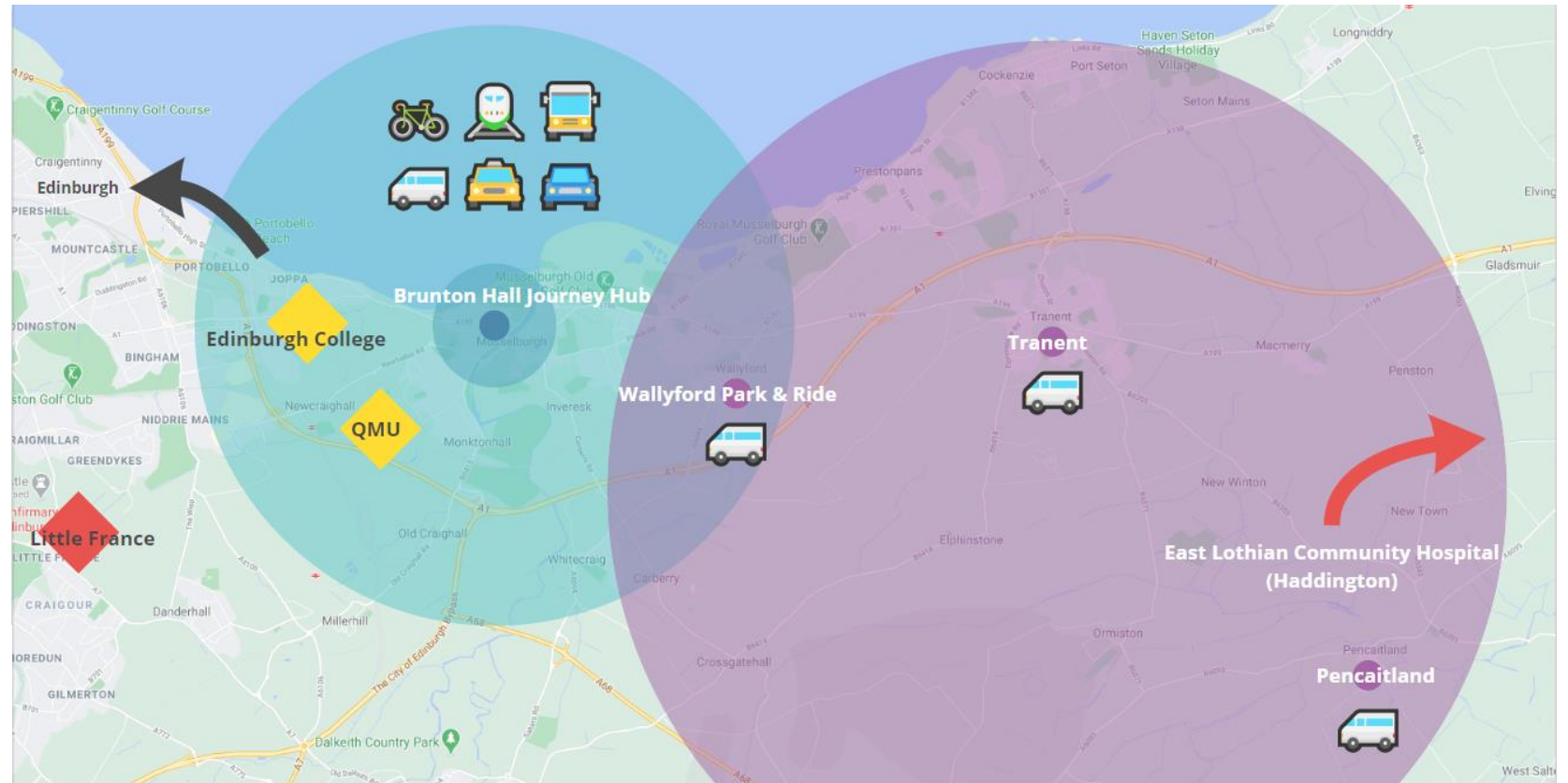
- Focusing on Mobility Hubs, MaaS and Demand Responsive Transport (DRT)
- Aim for physical and digital integration of transport
- Addressing transport poverty



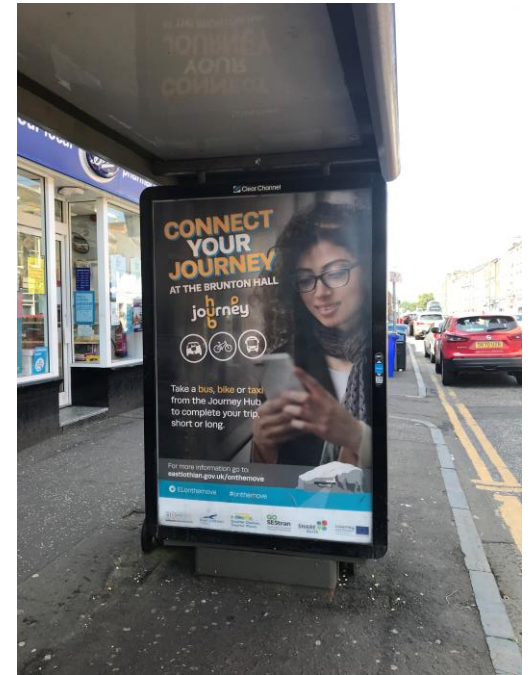
Consortium Partners



MaaS platform



Brunton Hall Journey Hub



Do you need an agreement?

- Funding bids
- Need for certainty of a supplier
- Procurement issues
- Delivery model for MaaS: public-private partnership
- MaaS pilot
- Alternatives to a legal agreement – governance/steering group?
- ‘Declaratory’ agreements vs legally binding conditions

Pros of multi-party agreements

- Single point of contact for all the legal relationships (well, almost)
- Sets out declarations of intent as well as legally binding conditions – need to be clear which is which
- May be an alternative to procurement – but shouldn't be avoiding procurement, just making it work for you.
- May prove a quicker route to getting agreement – depending on how the lawyers are handled!
- Emphasises the collective, interdependent nature of the enterprise.

Cons of multi-party agreements

- May not fit into an easy pigeon hole in terms of cross-obligations – so everyone has to think creatively
- Certain relationships are more easily documented one to one – e.g. SaaS licence
- Depending on number of partners, may take longer
- Dispute resolution can be more complicated

Topics covered

- Commencement and duration
- Governance – joint steering committee approach
- Purpose – general obligation to collaborate (link to project's funding objectives)
- Obligations of each of the parties – what they bring to the project
- Monitoring and Evaluation
- Intellectual Property Rights – here and/or elsewhere
- Confidentiality
- Dispute Resolution
- Termination/withdrawal/assumption of new partners
- Boilerplate (GDPR, applicable law, service of notices, etc. etc.)

Current Agreement Structure

- Grant agreement – Transport Scotland/SEStran
- All-party collaboration agreement – SEStran as ‘lead partner’
- Tripartite agreement on licence sharing, with bilateral agreements public/private sector

How to get the best from your lawyer (1): what does your lawyer want?

- To do the best for you
- To cover your risks
- To cover their own risks
- To manage your expectations
- To manage their workload
- 'Plan for the worst, hope for the best'

How to get the best from your lawyer (2): what do you want from your lawyer?

- Speed – or at least a set of agreed deadlines
- Quality work
- Suitable expertise – profession increasingly specialised
- Communication – most complaints about lawyers come down to this
- A co-operative approach to problem solving – with you and your partners

How to get the best from your lawyer (3)

- Instruct them early
- Fully explain the context: what you want from them and why
- Agree deadlines – build in wiggle room
- Beware of boilerplate – check it'll do what you want, not just what most clients want
- Beware of revisal tennis!
- Share an early draft with partners and get initial reaction
- Consider the best way to meet with your lawyers – face to face can have advantages. Make your expectations of closure clear.
- Keep calm when lawyers take opposing positions. Be prepared to be a good cop. If all else fails, lock them in a room!

Questions