

- (1) THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF ISLINGTON
- (2) THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF BARNET
- (3) THE MAYOR AND BURGESSES OF THE LONDON
CAMDEN
- (4) THE MAYOR AND BURGESSES OF THE LONDON
ENFIELD
- (5) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
HACKNEY
- (6) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
HARINGEY

PARTNERSHIP AGREEMENT RELATING TO ADOPT LONDON NORTH

Peter Fehler,
Acting Director of Law and
Governance,
Islington Council

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THIS AGREEMENT is made the

day of

2018

Between:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of the Town Hall, Upper Street, London N1 2UD (“Islington” or the “Host Authority”)
 - (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of Building 3, Oakleigh Rd S, London N11 1NP (“Barnet”)
 - (3) **THE MAYOR AND BURGESSES OF THE LONDON CAMDEN** of the Town Hall, Judd Street, London WC1H 9LP (“Camden”)
 - (4) **THE MAYOR AND BURGESSES OF THE LONDON ENFIELD** of Silver St, London EN1 3XA (“Enfield”)
 - (5) **THE MAYOR AND BURGESSES OF THE LONDON HACKNEY** of Hackney Town Hall; Mare Street; E8 1EA (“Hackney”); and
 - (6) **THE MAYOR AND BURGESSES OF THE LONDON HARINGEY** of the Civic Centre, Wood Green London N22 4LE (“Haringey”)
- (Together “the Partners” and, individually a “Partner”)

BACKGROUND

- A) The Partners agree to the establishment of Adopt London North (“ALN”);
- B) The aim of ALN is set out in Schedule 1 to this Agreement;
- C) This Agreement describes the operational basis for running Adopt London North.
- D) This Agreement is made under the powers conferred below and all other enabling powers now (and in the future) vested in the Partners:
 - 1) S.1 Localism Act 2011 provides a general power of competence allowing local authorities to do anything that individuals generally may do.
 - 2) S. 101 (1) (b) Local Government Act 1972 and Regulation 5 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations SI 2012/1019 provides that a local authority may delegate their functions to another local authority.
 - 3) S.111 Local Government Act 1972 provides for a local authority shall have the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.

- 4) S.1 Local Government (Contracts) Act 1997 (power to enter into contracts).
 - 5) S.3 Local Government Act 1999 (Duty of Best Value).
 - 6) The Education and Adoption Act 2016
 - 7) Adoption and Children Act 2002
 - 8) Children and Adoption Act 2006
 - 9) Adoption Agencies Regulations 2005
 - 10) Adoption Support Services Regulations 2005
 - 11) Children Act 1989
 - 12) Local Authority Social Services Act 1970
- E) The functions delegated to the Host Authority are the approval of adopters specifically recruitment and assessment (regulations 21 to 27 of the Adoption Agencies Regulations 2005 ('AAR')) and support (Adoption Support Services Regulations 2005 ('ASSR') (such support includes that for adopted children, adopters and birth families (regulation 4 of ASSR)) and consideration and recommendation as to their suitability to adopt by the Adoption Panel (regulation 30A of AAR and Suitability of Adopters Regulations 2005 ('SAR')). Ultimate ratification of their suitability to adopt by the RAA ADM (regulation 30B of AAR).
- F) Each of the Partners retain their other statutory responsibilities in respect of the following adoption services:
- a. Authority to place –Best Interests' decision –Decision made by the Local Authority Agency Decision Maker (LA ADM) (Adoption Agencies Regulations 2005, Regulation 19 of AAR)) (either apply to the court for a Placement Order (s21, Adoption and Children Act 2002 (ACA02)) or Parental Consent (sections 19 and 20 ACA02), consent is independently obtained by a CAFCASS officer (regulation 20 of AAR), and the best interests' decision is considered by the Adoption Panel (regulation 18 of AAR) and a recommendation made, followed by ratification by the LA ADM (regulation 19 AAR); and
 - b. Adoption - Matching proposal considered by the Adoption Panel (regulation 32 AAR), and ratification by the LA ADM (regulation 33 AAR). Placement with the proposed prospective adopter (regulation 3 AAR) subject to authority to place (consent or placement order as above). Application by prospective adopter for an Adoption Order (section 46 ACA02).
- G) The Partners have each passed the necessary resolutions for the purposes of entering into this Agreement.
- H) This Agreement uses the defined term "Services" to describe the activities that the Host Authority is carrying out. For the avoidance of doubt, this is describing a local authority service that is provided to the public. This Agreement does not constitute a contract for services between the Partners.

AGREED TERMS

1. DEFINITION AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Accommodation means the provision of office accommodation for ALN staff and accommodation for infrastructure necessary to deliver ALN;

Agreement: means this Agreement and attached Schedules;

Aims, Principles and Objectives: means the objectives of ALN as described in Schedule 1;

ALN Management Board: means a board made up of representatives of the Partners to oversee and advise ALN during the period of this Agreement as further described at Schedule 7;

ALN Management Board Representatives: is as defined in Schedule 3;**Annual ALN Plan:** has the meaning set out in clause 7;

Assets: means any tangible assets or property acquired, leased, licensed, loaned, or purchased as required by the Host Authority or other Partner for the administration and performance of this Agreement. The Assets that are known to be required and who they are to be provided by is set out at Schedule 7;

Assets Register means a register of all the Assets owned and used by the respective Partners in the delivery of ALN as set out in Schedule 11 (Assets Register) to be regularly updated and maintained by the Partners

Authority Premises: means any premises acquired, leased, licensed, loaned, or purchased by the Host Authority or other Partner for the performance of this Agreement;

Best Practice: means using methods, practices, procedures and standards consistent with the legislation and associated guidance set out at Background D in order to provide the Service with the level of diligence, skill, care and prudence as could be reasonably expected from a competent local authority when performing the Service in its own administrative area;

Change in Law: means any primary or secondary legislation that constitutes a change in Law that impacts on this Agreement, which comes into force after the Commencement Date;

Commencement Date: means the day of 2019;

Data Protection Legislation means

- a) The Data Protection Act 2018 (DPA 2018);
- b) The General Data Protection Regulation (Regulation (EU) 2016/679) “the GDPR”;
- c) Law Enforcement Directive (Directive (EU) 2016/680); and
- d) All applicable laws and regulations relating to processing personal data and privacy, including the guidance and codes of practice issued by the Information Commissioner, where applicable;

Dispute Resolution Procedure: means the procedure set out in clause 30;

Employee Liability Information: means the information which a transferor is obliged to notify to a transferee pursuant to regulation 11(2) of the Regulations;

Employee Schedule: means a list of all Transferring Employees as at the date that the list is provided to the Host Authority;

Exempt Information: means any information or class of information relating to this Agreement which may fall within an exemption to disclosure under the FOIA or Environmental Information regulations.

Environmental Information Regulations ('EIR'): means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Financial Contributions: each Partner's financial contribution and the total financial contributions of the Partners as set out in Schedule 5 being the contribution for the administration for and performance of ALN;

Financial Year: means in any year the period from 01 April to 31 March the following year;

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation;

Force Majeure Event means any circumstances arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Partner concerned including but not limited to;

- a) fire, flood, earthquake, windstorm or other natural disaster;
- b) epidemic or pandemic;
- c) riot, civil commotion, industrial dispute (not directly involving any Partner), war sabotage or terrorist attack;
- d) nuclear, chemical or biological contamination,
- e) compliance with any law or governmental order, rule, regulation or any action taken by the government; and
- f) extreme adverse weather conditions.

Head of Service ALN: means the person employed by the Host Authority who will have the day to day responsibility for the delivery of the Service and whose name and contact details are set out at Schedule 6;

Host Authority: means the London Borough of Islington;

Host Support: means the support services (save for the day to day administration by staff undertaken in accordance with their duties) that the Host Authority provides to ALN as it would to any other in-house section including but not limited to financial, Human Resources, Health & Safety, Legal, Governance, ICT, Estates, PR/Marketing, Information Management, Internal Audit and Procurement the costs of which shall be allocated between the Partners in accordance with Schedule 5;

Information: has the meaning given under section 84 of FOIA;

Information Sharing Protocol: means the protocol describing how the Partners will share Information contained in Schedule 3;

Initial Period: means the period commencing on the Commencement Date and ending on the fifth anniversary of the Commencement Date;

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Law: means any applicable law, statute, bye-law, regulation, order, regulatory policy guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory;

London Living Wage means the basic hourly wage of £10.55 (before tax, other deductions and any increase for overtime) as may be updated from time to time by the Greater London Authority;

Losses: means all claims, damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands;

Monitoring: the process for assessing the effectiveness of services purchased;

Partners: means the local authorities who agree to enter into this Agreement to fulfil the aims of ALN in delivering the Service with each local authority being a 'Partner to and for the purposes of this Agreement';

Partner Transferor: means Partners whose staff are transferring to the Host Authority;

Partners' Authorised Officers: means those officers delegated to undertake the work, liaise and report to the Management Board and assist the Host Authority to administer the Service;

Personal Data: shall have the same meaning as set out in the GDPR;

Personnel Files: means in respect of the Transferring Employees copies of all personnel files or records relating to their employment;

Regulations: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended, re-enacted or extended from time to time);

Regulatory Body: means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this arrangement, or any other affairs of the Partners;

Relevant Employees: means the employees who transferred into the service of the Host Authority on the Transfer Date from the Partner Transferors for the purpose of providing the Service as detailed at Schedule 10;

Request for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations (**EIR**);

Service(s): means the services to be provided by the Host Authority as set out in Schedule 1 of this Agreement;

Service Providers: means third party organisations who are contributing to the provision of the Service;

Service User: means Individuals who are eligible to receive the Service;

Staffing Information: means in respect of the Transferring Employees the workforce information listed in Schedule 9:

Term: the period of ten (10) years subject to any extensions agreed and early termination in accordance with clauses 3, 30, 31 and 32;

Termination Date: the date of expiry or termination of this Agreement;

Third Sector Partners: organisations and representatives of third sector bodies who attend the ALN Management Board having entered into a Third Sector Partner memorandum of understanding in accordance with clause 43 of this Agreement;

Transferring Employees: means any employees of the partners or of any other persons who are transferring into ALN and to the employment of the Host Authority from the employment of each Partner Transferor;

Transfer Date: means 2019

TUPE: means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

VAT: means Value Added Tax applied at the current rate in any year;

Whistleblowing: means the exposure of unlawfulness, malpractice, negligence, abuses or dangers, such as professional misconduct or incompetence, which exists in the organisation in which the whistle blower works.

Working Day: means any day except Saturday, Sunday, the period between 25 December and 01 January (inclusive) in any year and a public holiday in England.

Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

1.3 Words in the singular include the plural and vice versa.

1.4 A reference to one gender includes a reference to the other genders.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes email and other electronic transmission of information.

1.7 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.

1.8 Reference to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of relevant Schedules.

1.9 In the event of any inconsistency between the provisions of the body of this Agreement and the Schedules, the body of this Agreement shall take precedence.

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term. This Agreement will be reviewed on the fifth anniversary of the Commencement Date and thereafter shall be reviewed on the fifth anniversary of any extension agreed under clause 3.

3. INITIAL PERIOD AND EXTENDING THE TERM

3.1. Twelve months prior to the expiry of the Initial Period the Partners, led by the Host Authority, shall commence a review of ALN arrangements and this Agreement which will be concluded six months prior to the expiry of the Initial Period. If the Partners decide to terminate this Agreement following the outcome of this review the provisions of clauses 31 and 32 shall apply.

3.2. At the end of the Term the Partners may agree to extend the term of this Agreement by whatever period of time they see fit. If the Agreement is not extended the provisions of clause 32 shall apply.

4. ALN ARRANGEMENTS

4.1. Each Partner will contribute financially to the staffing and running costs of ALN as described in Schedule 5.

4.2. The Host Authority shall appoint staff who shall be employees of the Host Authority and shall be responsible for providing the Services to be provided by the Host Authority on behalf of the Partners subject to the provisions of Clause 13.

5. DELEGATION OF FUNCTIONS

5.1. The Partners have appointed Islington to act as the Host Authority and have delegated the functions set out in Schedule 2 to the Host Authority.

5.2. Additional services may not be brought within the scope of this Agreement during the Term other than by direction of the ALN Management Board and subject to unanimous agreement by all Partners. Additional functions may only be brought within the scope of this Agreement following the conclusion of the required governance processes of each Partner in each case in consultation with the ALN Management Board.

6. SERVICES

The Host Authority agrees to provide Assets and procure staff and resources derived from the Financial Contributions of the Partners to carry out the functions of ALN. The Host Authority shall provide the Services and will be accountable to the ALN Management Committee and the Partners for the following:

- a) To ensure the proper discharge of the statutory functions listed at Schedule 2 and the Services;
- b) To act in accordance with Best Practice;
- c) To act in accordance with the Aims, Principles and Objectives of this Agreement, and any applicable policies agreed by the Partners;
- d) To act in accordance with the Host Authority constitution including those rules relating to decision making and the procurement procedure rules (and for the avoidance of doubt all decision making and governance shall be carried out in accordance with the Host Authority's constitution except where explicitly provided otherwise);
- e) To act in accordance with all applicable Law; and
- f) To act in accordance with the ALN Management Board arrangements set out at Schedule 8 and otherwise in accordance with the terms of this Agreement.

7. ANNUAL ALN PLAN

7.1. The Host Authority, with the reasonable assistance of the Partners, through the ALN Management Board shall prepare a draft Annual ALN Plan by 30th June in each year for submission to the ALN Management Board. The ALN Management Board shall consider the draft ALN Plan and, as amended by the board recommend it for approval by the Host Authority by 30th September in each year. The Annual ALN Plan shall:

- a) Set out what activities will be undertaken within the year to deliver the agreed Aims, Principles and Objectives.
- b) Describe any change or development required for the Services;
- c) Provide information on how change in funding or resources may impact the Services; and
- d) Include details of the estimated contributions due from each Partner for each Service and its required Financial Contribution, subject to the agreement by Partners of their respective financial contributions.

7.2 The ALN Management Board will receive quarterly updates on the Annual ALN Plan.

8. FINANCIAL CONTRIBUTIONS

8.1. The Partners shall pay their Financial Contribution to the Host Authority in order to carry out the functions of ALN. Payment of the Financial Contribution will be made by four (4) equal instalments made quarterly in advance. The Partners' Financial Contributions for the first year are set out in Schedule 5. Financial Contributions for subsequent years shall be determined in accordance with the provisions as set out at Schedule 5.

9. OVERSPENDS AND UNDERSPENDS

The Partners agree this will be dealt with in the manner set out in Schedule 5.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Each Partner shall retain ownership of all existing Intellectual Property Rights in existence at the date of this Agreement in any material which it has created or the creation of which was undertaken by a third party which it commissioned to create that material. Subject to the Intellectual Property Rights of any third parties, each of

the Partners hereby grants to each of the other Partners a perpetual non-exclusive royalty free licence to use operate copy and modify their intellectual property that is reasonably and properly required for the purpose of operating ALN. The licence granted pursuant to this Clause 10.1 shall not be revoked upon the relevant Partner's withdrawal from this Agreement or upon termination of this Agreement.

10.2 All Intellectual Property Rights in materials developed by any of the Partners for the purposes of the operation of ALN during the Term (as between the Partners) shall vest in the Host Authority on behalf of all the Partners. Upon expiry or termination or withdrawal of a Partner, the Host Authority shall grant the Partner(s) that are no longer a party to this Agreement a non-exclusive, irrevocable, perpetual, royalty free licence to use and copy materials in the Intellectual Property Rights dealt with under this clause 10.2 which vest in the Host authority on behalf of all the Partners.

10.3 The Host Authority shall take reasonable and commercially prudent steps to obtain for itself and the other Partners such rights in respect of the Intellectual Property Rights of third party contractors and other organisations as is reasonably necessary for the provision of the Service and the operation of ALN.

11. PREMISES

11.1 Subject to clause 31 (termination), the Host Authority and other Partners agree to make available appropriate Accommodation, working space, and associated facilities and services, including telephones and bookable meeting rooms as shall be appropriate for delivery of the Service for the Term, and as more fully described in Schedule 7, unless otherwise agreed between the Host Authority and relevant Partner.

11.2 The Host Authority shall ensure that no staff engaged in the delivery of the Service shall use any other Partners' accommodation, working space or associated facilities and services for any reason other than to perform the Service.

11.3 The Host Authority and the other Partners licence all appropriately authorised staff engaged in the Service ("the Licenced Staff") to enter Authority Premises for the proper performance of the Service and to utilise free of charge such accommodation ,working space, or associated facilities and services as shall be provided from time to time by the relevant Partner subject to compliance by the Licenced Staff with any policies, access conditions and site conditions as may apply from time to time such as hot-desking / smart working, a clear desk policy and one pedestal.

11.4 The Host Authority and other Partners agree that the location of the Authority Premises and or the location of working space may be subject to change, and the Partners agree where practicable, to give each other 3 month's written notice of such change which shall not require agreement of the other Partners.

11.5 The licences granted by the Partners pursuant to clause 11.3 above shall immediately terminate upon termination of this Agreement.

12. ASSETS

12.1. Each Partner including the Host Authority shall make the Assets available to ALN.

12.2. Assets used in the performance of the Services belonging to each Party, either separately or jointly, shall be registered by the Parties in the Assets Register.

12.3 The Asset Register shall consist of the Assets recorded in the asset registers of each Partner as at the Commencement Date and thereafter also include Assets acquired throughout the Term. Each Partner shall transmit an electronic copy of the part of its individual asset register consisting of the Assets at Commencement Date to the other Partners as soon as practicable after the Commencement Date.

12.4 The provisions of Clause 32 shall apply on termination of this Agreement.

13. STAFFING AND PENSIONS

13.1. PROVISION OF STAFFING INFORMATION AND WARRANTIES

13.1.1. Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Partners shall on or before [] to the extent lawfully permitted provide the Host Authority with the Employee Schedule and Staffing Information as set out in Schedule 9.

13.1.2. Each Partner Transferor shall notify the Host Authority of any material change to the Employee Schedule and the Staffing Information as soon as is reasonably practicable, and shall upon request by the Host Authority meet the Host Authority to discuss the information disclosed.

13.1.3. Each Partner Transferor warrants as far as they are aware or should reasonably be aware to the Host Authority:

13.1.3.1. that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up-to-date;

13.1.3.2. that neither it (nor any other employer of a Transferring Employee) is in material breach of the contract of employment of any of the Transferring Employees nor is any Transferring Employee in material breach of his contract of employment save for any information provided pursuant to clause 13.1.1 and 13.1.2 above;

13.1.3.3. that none of the Transferring Employees have given or received notice of termination of employment nor are any of the Transferring Employees the subject of any material disciplinary action nor is any Transferring Employee engaged in any grievance procedure save for any information provided pursuant to clauses 13.1.1 and 13.1.2 above; and

13.1.3.4. that neither it (nor any other employer of a Transferring Employee) is engaged in relation to any Transferring Employee in any dispute,

claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination save for any information provided pursuant to clauses 13.1.1 and 13.1.2 above;

13.1.3.5. that the Transferring Employee's pension benefits accrued within the relevant Partner's Pension Fund are fully funded as at the Transfer Date as determined by the actuary to the relevant Partner's Pension Fund;

13.1.4 Each Partner Transferor shall indemnify the Host Authority from and against all Losses incurred by the Host Authority in connection with or as a result of a breach of their obligations under this clause 13.1.

13.2. INFORMATION AND CONSULTATION

13.2.1. The Host Authority shall comply with its obligations under Regulation 13 of the Regulations during the period prior to the Transfer Date.

13.2.2. Each Partner Transferor shall comply with their obligations under Regulations 13 and 14 of the Regulations during the period prior to the Transfer Date save where the Partner Transferors are unable to do so as a result of the failure of the Host Authority to comply with its duties under Regulation 13 of the Regulations.

13.3. Indemnities

13.3.1. Each Partner Transferor shall indemnify the Host Authority against all Losses incurred by the Host Authority in connection with or as a result of:

13.3.1.1. any claim or demand by any Transferring Employee or former Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, equal pay, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender reassignment, marital status, religion or belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any Transferring Employee or former Transferring Employee, or any claim relating to the period on and before the Transfer Date provided that such losses are not payable as a result of any act or omission of the Host Authority (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the Host Authority in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);

13.3.1.2. any failure by a Partner Transferor or any other employer of the Transferring Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Host Authority to comply with its duties under Regulation 13 of the Regulations save that no Partner

Transferor will be held liable for any losses in respect of any Transferring Employee who is not, or was not its employee, any person who was not its employee and any act, fault or omission of one of the other Partner Transferors;

- 13.3.1.3. any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the Transferring Employees (or other employees of each Partner Transferor) arising from or connected with any failure by each Partner Transferor or any other employer of the Transferring Employees to comply with any legal obligation to such trade union, body or person; and/or
 - 13.3.1.4. any claim by any person (other than a Transferring Employee) in respect of which the Host Authority incurs or is alleged to incur responsibility or liability as a result of the operation of the Regulations.
- 13.3.2. The Host Authority shall (in respect of Transferring Employees employed by the Host Authority), indemnify each Partner Transferor against all Losses incurred by the Partners in connection with or as a result of:
- 13.3.2.1. any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, equal pay, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender re-assignment, marital status, religion or belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Host Authority, as the case may be, in respect of any Transferring Employee on or after the Transfer Date;
 - 13.3.2.2. any failure by the Host Authority to comply with its obligations under Regulation 13 of the Regulations, an award of compensation under regulation 15 and/or
 - 13.3.2.3. any claim or demand by any Transferring Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Host Authority on the Transfer Date, where that Transferring Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) and or Regulation 4(11) of the Regulations on or before the Transfer Date as a result of any such changes;
 - 13.3.2.4. any claim by any trade union or other body representing the Employee (or other employees of the Host Authority) arising from or connected with any failure by the Host Authority to comply with any legal obligation to such trade union, body, or person.
- 13.3.3. Each Partner Transferor shall be responsible for all remuneration, benefits, entitlements, and any outgoings in respect of their Transferring Employees (including all wages, holiday pay, bonuses, commissions, market supplements, subscriptions, payment of PAYE, and national insurance

contributions and pension contributions and otherwise) which are attributable in whole or part to the period up to and including the Transfer Date, and will indemnify the Host Authority against all losses incurred by the Host Authority in respect of the same.

13.3.4. The Host Authority shall be responsible for all wages, holiday pay, bonuses, commission, subscriptions, payment of PAYE, national insurance contributions and pension contributions and otherwise which are attributable in whole or part to the period after the Transfer Date, and will indemnify each Partner Transferor against losses in respect of the same.

13.4. Pensions

13.4.1. The Transferring Employees shall be entitled to join the Host Authority's pension fund from the Transfer Date.

13.4.2. The Host Authority warrants that in the event the Relevant Employees transfer to a Partner or future partner from the Host Authority under the Regulations on expiry or termination of this Agreement or termination of participation in this Agreement by a Partner the returning employees' pension benefits accrued within the Host Authority's Pension Fund prior to the date of transfer will be fully funded as at the date of transfer as determined by the actuary to the Host Authority Pension Fund.

13.5. Personnel Files

13.5.1. Each Partner Transferor shall use all reasonable endeavours before or on the Transfer Date to provide to the Host Authority the Personnel Files in respect of the Transferring Employees to the extent that they are permitted to do so by Data Protection Legislation.

13.5.2. The Host Authority undertakes not to use the Personnel Files for any purposes unconnected with the operation and management of the Service, the purpose for which such information was originally collected or any unlawful purpose.

13.6. In respect of the indemnities in this Agreement;

13.6.1. The indemnified Partner shall give written notice to the indemnifying Partner as soon as practicable of the details of any claim or proceedings brought or threatened against it by a third party in respect of which a claim will or may be made under the relevant indemnity;

13.6.2. The indemnifying Partner shall at its own expense have the exclusive right to defend, conduct and /or settle all claims and proceedings which may be brought by a third party to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact on the indemnified Partner, the indemnifying partner shall consult with the indemnified Partner and shall at all times keep the indemnified Partner informed at all material times; and

13.6.3. The indemnified partner shall provide all reasonable assistance and documentation required by the indemnifying partner in connection with and act as or be joined as a defendant in any claim or proceedings brought by a third party. The indemnifying Partner shall reimburse the indemnified partner for reasonable costs and expenses (including legal costs and disbursements) incurred in providing such co-operation and / or arising as a result of the indemnifying partner's failure to defend, conduct and /or settle such claims and proceedings.

13.6.4. Each Partner shall at all times use reasonable endeavours to avoid and or mitigate loss, costs and expenses for which it is entitled to bring a claim against the other partners under this Agreement.

14. ALN MANAGEMENT GOVERNANCE

The Partners shall constitute the ALN Management Board to support the Host Authority in the day to day provision of the Service. The governance arrangements and powers of the ALN Management Board are set out at Schedule 8

15. HOST SUPPORT

The Host Authority will provide the Host Support to ALN the cost of which shall be met in accordance with the provisions of Schedule 5.

16. ALN MANAGEMENT BOARD QUARTERLY REVIEW AND REPORTING

16.1. The ALN Management Board shall carry out a quarterly review of the operation of this Agreement including the Annual ALN Plan. This review shall be led and organised by the Host Authority with input and assistance from the other Partners.

16.2. The Head of Service ALN designated by the Host Authority shall submit a quarterly report to the ALN Management Board setting out:

- a) Performance of ALN; and
- b) any forecast overspend or underspend of the Financial Contributions.

17. ANNUAL REVIEW

17.1. The Partners agree to carry out an annual review of ALN to be presented to the ALN Management Board by 30 June in each Financial Year (the 'Annual Review') to include the following:

- a) Performance in the previous Financial Year;
- b) The performance of this Agreement against the Aims, Principles and Objectives of ALN;
- c) The performance of the individual services against the targets specified and contained in the Annual ALN Plan;

- d) Plans to address any underperformance in ALN;
- e) Actual expenditure compared with agreed budgets and reasons for and plans to address any actual or potential underspends or overspends;
- f) Review of plans and performance levels for the following year; and
- g) Plans to respond to any changes in policy or legislation applicable to this Agreement

This review shall be led and organised by the Host Authority with input and assistance from the other Partners.

17.2. The Head of Service ALN shall prepare an annual report following the Annual Review for submission to the Partners' respective appointed scrutinising boards or committees by 30 September in each Financial Year.

18. VARIATIONS

This Agreement may be varied by the Partners at any time subject to the express written agreement of all the Partners.

19. STANDARDS

19.1 The Partners shall collaborate to ensure that ALN functions are discharged in accordance with:

- a) The prevailing standards relating to provision of the Service; and
- b) relevant guidance specified by Ofsted and any other relevant regulator.

19.2 The Host Authority and all Partners will co-operate with any inspections into the Service.

20. HEALTH AND SAFETY

20.1. The Host Authority and Partners shall (and shall use reasonable endeavours to ensure its representatives) comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to ALN, persons working on behalf of ALN, service users and volunteers.

20.2. The Host Authority shall ensure that its health and safety policy statements (as required by the Health and Safety at Work etc. Act 1974) together with related policies and procedures, are made available to the ALN Management Board on request.

20.3 The Host Authority shall notify the ALN Management Board if any incident occurs in the performance of the Services, where that incident caused any personal injury.

20.4. Each Partner shall be responsible for meeting the health and safety obligations for the ALN staff whilst based in Accommodation at their premises and, in particular, they shall ensure that:

20.4.1 the premises are properly and regularly maintained;

20.4.2 the premises are regularly risk assessed in accordance with applicable Laws;

20.4.3 they make ALN staff aware of the security policy in respect of the Premises, health and safety and other policies of the Partner applicable to persons permitted access to the Premises and enforce adherence to such policies.

20.5 The Host Authority, as the employer of the ALN staff, will be responsible for the provision of health and safety training and information and will ensure that health and safety training is regularly implemented, monitored and reviewed.

21 EQUALITY DUTIES

21.1 The Partners, employees, servants or agents shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination whether in race, gender, religion, disability, sexual orientation or otherwise. The Partners shall take all reasonable steps to secure the observance of this clause by all servants, employees, agents and all suppliers and sub-contractors employed in the execution of this Agreement.

22 FREEDOM OF INFORMATION

22.1 The Partners acknowledge that they are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with each other to enable the Host Authority or any other Partners to comply with any Information disclosure requests and requirements.

22.2 The Partners shall;

22.2.1 transfer any Request for Information to the relevant Partner as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;

22.2.2 provide that Partner with a copy of all information in its possession or power in the form that the Partner requires within 5 Working days of the Partner requesting that information; and

22.2.3 provide all necessary assistance as reasonably requested by any Partner to enable compliance with a Request for Information within the time for compliance set out in section 10 of the FOIA.

22.3 The Partner in receipt of the Request for Information shall be responsible for determining at their absolute discretion whether any confidential information and/or other information relating to this Agreement:

- a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
 - b) Is to be disclosed in response to the Request for Information.
- 22.4 The Partners acknowledge that the Partner in receipt of the Request for Information may be obliged under the FOIA and Environmental Information Regulations to disclose Information:
- a) without consulting with the Partner or Partners, or
 - b) following consultation with the Partners or the ALN Management Board and having taken its views into account.
- but no Partner shall disclose any Exempt Information beyond the disclosure required by the FOIA or the Environmental Information Regulations without the consent of the Partner to which it relates
- 22.5 No Partner shall be liable to the other Partners for any damage, loss, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information where the correct procedure and protocol has followed under this Agreement.
- 22.6 The Host Authority shall ensure that all information produced in the course of providing the Services including that held by Service Providers is retained for disclosure.
- 22.7 The Host Authority is discharging the functions set out in Background E and performing the Services and the Host Support in each of the Partner's administrative areas. The performance of those functions and services is paid for, monitored and directed at a strategic level by each of the Partners acting through a Joint Committee and a Management Board. The Host Authority is providing certain support to the discharge of the functions and Services as Host Services, including the provision of legal advice. The relevant officers and / or members of each of the Partners are a "client" for the purposes of legal advice and litigation privilege.

23 DATA PROTECTION AND INFORMATION SHARING

23.1 The following definitions shall apply to this Clause 23:

"Controller" shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

"Data Loss Event" shall mean any event that results, or may result, in unauthorised access to Personal Data held by the Partners under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

"Data Protection Impact Assessment" shall mean an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Officer” shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

“Data Subject” shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

“Data Subject Access Request” shall mean a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“DPA 2018” Data Protection Act 2018

“GDPR” shall mean the General Data Protection Regulation (Regulation (EU) 2016/679);

“Law” shall mean any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Partners are bound to comply;

“LED” shall mean the Law Enforcement Directive (Directive (EU) 2016/680);

“Personal Data” shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in the Schedule of Processing, Personal Data and Data Subjects;

“Personal Data Breach” shall have the same meaning as set out in the GDPR and includes but is not limited to the exposure or potential or possible exposure of data including but not limited to Personal Data to any third parties to the Agreement or those who have neither a contractual nor statutory right of access to the data including any circumstances in which such exposure or possible exposure would constitute a breach of the provisions of the Data Protection Legislation;

“Process” has the meaning given to it under the Data Protection Legislation and for the purposes of this Agreement, the processing activities taking place are described in Schedule 12 (Processing, Personal Data and Data Subjects);

“Processor” shall have the same meaning as set out in the GDPR and for the purposes of this Agreement shall be identified in Schedule 12 (Processing, Personal Data and Data Subjects);

“Protective Measures” shall mean the appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Staff” shall mean all directors, officers, employees, agents, consultants and contractors of the Partners and/or of any sub-contractor engaged in the performance of their obligations under this Agreement;

“Sub-processor” shall mean any third party appointed to process Personal Data on behalf of a Partner related to this Agreement.

- 23.2 The Host Authority shall (and shall procure that any ALN staff involved in the provision of the Agreement) comply with the Data Protection Legislation and all Partners will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.
- 23.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, each Partner is a Processor and Controller. The only processing that the Partners are authorised to do is listed in Schedule 12 (Processing, Personal Data and Data Subjects).
- 23.4 A Party shall notify the other Partners immediately if it considers that any of their instructions infringe the Data Protection Legislation.
- 23.5 A Partner shall provide all reasonable assistance to the other Partners in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Host Authority, include:
- 23.5.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 23.5.2 an assessment of the necessity and proportionality of the processing operations in relation to ALN;
 - 23.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 23.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 23.6 Each Partner shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 23.6.1 Process that Personal Data only in accordance with Schedule 12 (Processing, Personal Data and Data Subjects) unless the Partner is required to do otherwise by Law. If it is so required a Partner shall promptly notify the other Partners before processing the Personal Data unless prohibited by Law;
 - 23.6.2 ensure it does not knowingly or negligently do or omit to do anything which place any Partner in breach of its obligations under the Data Protection Legislation;
 - 23.6.3 ensure that it has in place Protective Measures to protect against:
 - a) unauthorised or unlawful processing of Personal Data;
 - b) accidental loss or destruction of, or damage to, Personal Data, and such measures to be reviewed and approved by the ALN Management Committee as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;

- (iii) state of technological development; and
- (iv) cost of implementing any measures;

23.6.4 ensure the Personal Data is kept and stored securely in accordance with any reasonable requirements of the other Partners;

23.6.5 ensure that:

- (a) its staff do not process Personal Data except in accordance with this Agreement (and in particular the Schedule 12 (Processing Personal Data and Data Subjects));
- (b) it takes all reasonable steps to ensure the reliability and integrity of any ALN staff or other Partner staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Partner's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the other Partners or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Partners or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

23.6.6 not transfer Personal Data outside of the EU unless the prior written consent of the other Partners has been obtained and the following conditions are fulfilled:

- (a) the Partner has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Partner;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Partner complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to the Host Authority in meeting their obligations); and
- (d) The Partner complies with any reasonable instructions notified to it in advance by the Host Authority with respect to the processing of the Personal Data; and

23.6.7 securely destroy or return Personal Data provided by the Host Authority (and any copies of it) to the Host Authority in a secure format on termination or expiry of the Agreement unless the Partner is required by Law to retain the Personal Data.

23.7 Subject to Clauses 23.9 and 23.10, a Partner shall notify the Host Authority immediately if it:

23.7.1 is in breach of the Protective Measures required to be put in place pursuant to Clause 23.6.3;

23.7.2 receives a Data Subject Access Request (or purported Data Subject Access Request);

23.7.3 receives a request to rectify, block or erase any Personal Data;

23.7.4 receives any other request, complaint or communication relating to either Partner's obligations under the Data Protection Legislation;

23.7.5 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

23.7.6 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

23.7.7 becomes aware of a Data Loss Event, and without undue delay and in any event within 24 hours, the Partner shall notify the Host Authority's Data Protection Officer by email to inform her / him of the Data Loss Event, including in its notification:

- (a) a description of the Data Loss Event including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; and
- (b) a description of the measures that the Partner has taken or proposes to take to address the Data Loss Event, including, where appropriate, measures to mitigate its possible adverse effects

23.8 Following notification by a Partner of a Data Loss Event under Clause 23.7.7, the Host Authority shall immediately assess the risks and consequences of the Data Loss Event to the Service and take and necessary measures, including:

- 23.8.1 to mitigate the possible adverse effects of the Data Loss Event; and
- 23.8.2 to protect the data and the interests/safety of the Data Subject and/or Data Controller,

and inform the Partner as to the measures that it has taken.

23.9 The Partner's obligation to notify under Clause 24.7 shall include the provision of further information to the Host Authority in phases, as details become available.

23.10 Taking into account the nature of the processing, the Partner shall provide the Host Authority with full assistance in relation to any of either Partner's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 23.7 (and insofar as possible within the timescales reasonably required by the Host Authority) including by promptly providing:

- 23.10.1 the Host Authority with full details and copies of the complaint, communication or request;
 - 23.10.2 such assistance as is reasonably requested by the Host Authority to enable the Host Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 23.10.3 the Host Authority at its request, with any Personal Data it holds in relation to a Data Subject;
 - 23.10.4 assistance as requested by the Host Authority following any Data Loss Event;
 - 23.10.5 assistance as requested by the Host Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Host Authority with the Information Commissioner's Office.
- 23.11 Each Partner shall maintain complete and accurate records and information to demonstrate its compliance with this Clause.23.
- 23.12 Each Partner shall allow for audits of its data processing activity in connection with ALN by the Host Authority or their designated auditor, in accordance with Clause 25 and comply with all reasonable requests or directions by the Host Authority to enable them to verify and/or procure that the Partner is in full compliance with its obligations under this Agreement and Data Protection Legislation.
- 23.13 Each Partner shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 23.14 Before allowing any Sub-processor to process any Personal Data related to this Agreement, a Partner must:
- 23.14.1 notify the Host Authority in writing of the intended Sub-processor and processing;
 - 23.14.2 obtain the written consent of the Host Authority;
 - 23.14.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 23 such that they apply to the Sub-processor; and
 - 23.14.4 provide the Host Authority with such information regarding the Sub-processor as the Host Authority may reasonably require.
- 23.15 Each Partner shall remain fully liable for all acts or omissions of any Sub-processor.
- 23.16 Each Partner shall indemnify and keep indemnified the other Partners against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by that Partner (and, in the case of the Host Authority by the ALN staff) of this Clause 23, including but not limited to any fine imposed by the Information Commissioner's Office upon a Partner

for a Data Loss Event caused by another Partner or any Sub-processors appointed by that Partner and, in the case of the Host Authority by the ALN staff.

- 23.17 The Partners may, at any time revise this Clause 23 by replacing it with any applicable Controller to Processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 23.18 The Partners agree to take account of any guidance issued by the Information Commissioner's Office. The Partners agree to amend this Agreement to ensure that it complies with any guidance.
- 23.19 The Partners acknowledge that damages may not be an adequate remedy for breach of the provisions of this Clause 23 and reserve the right to seek equitable relief against a Partner for breach, including relief in the form of an injunction or specific performance.
- 23.20 Each Party shall be responsible for their own costs incurred in complying with this Clause 23.
- 23.21 The provisions of this Clause 23 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 23.22 The Partners shall share information about Service Users to improve the quality of care and enable integrated working in accordance with the Data Protection Legislation (, The Human Rights Act 1998 and the common law duty of confidentiality and any other data protection legislation or regulations. The Partners shall adhere to the Information Sharing Protocol set out in Schedule 3 to this Agreement.
- 23.23 A Partner shall ensure that it does not knowingly or negligently do or omit to do anything which places any Partner in breach of its obligations under the Data Protection Legislation.
- 23.24 The Partners shall be responsible for facilitating Service Users in accessing their Personal Data and exercising their other rights under the Data Protection Legislation. Where a Partner receives a legitimate request from a Service User to exercise a right that affects other Partners, the receiving Partner shall promptly send that request to those other Partners.
- 23.25 If another party becomes the Host Authority and / or on expiry or termination of this Agreement, the Host Authority shall ensure that any Personal Data that it holds is transferred to the successor body or bodies through data and information sharing agreements that are in accordance with the Data Protection Legislation that applies at the time.

24. CONFIDENTIALITY

- 24.1 Subject to Clause 24.4, the Partners agree to keep confidential all documents relating to or received from the other Partners under this Agreement that are labelled as

confidential or the Partner receiving the document should acting reasonably have known was confidential given the nature of the document, the contents, the circumstances and that way that it was provided (“Confidential Information”).

24.2 Subject to Clause 24.4, where a Partner receives a request to disclose Confidential Information:

24.2.1 Each Partner:

- a) shall treat all confidential Information belonging to the other Partner as confidential and safeguard it accordingly; and
- b) shall not disclose any Confidential Information belonging to the other Partner to any other person without the prior written consent of the other Partner, except to such persons and to such extent as may be necessary for the performance of this Agreement

24.2.2 The Host Authority shall take all necessary precautions to ensure that all Confidential Information obtained from a Partner under or in connection with the Services:

- a) is given only to such of the staff engaged in advising in connection with the Services and the Host Support as is strictly necessary for the performance of those services and only to the extent necessary for the performance of those services;
- b) is treated as confidential and not disclosed without prior approval or used by any staff otherwise than for the purpose of performing this Agreement.

24.3 Subject to clause 24.4, the Host Authority shall not use any Confidential Information it receives from any Partner otherwise than for the purposes of providing the Services and the Host Support and performing its obligations in relation to ANL as described in this Agreement.

24.4 The provisions of clauses 24.1 to 24.3 above shall not apply to any Confidential Information received by one Partner from another Party:

- a) which is or becomes public knowledge (otherwise than by breach of this clause 24);
- b) which was in the possession of the Partner, without restriction as to its disclosure, before receiving from the disclosing Partner;
- c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- d) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any

requirements for disclosure under the FOIA or the Environmental Information Regulations.

- f) which has to be disclosed to enable a determination to be made under the Dispute Resolution Procedure;
- g) which is required to be provided by a partner to any department office or agency of the Government.
- h) which is for the purpose of:
 - i) the examination and certification of the partner's accounts (including any External Audit of the accounts); or
 - ii) any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Partner has utilised its resources.

24.5 Nothing in this clause 24 shall prevent a Partner disclosing any Confidential Information for the purpose of:

24.5.1 the examination and certification of any Financial Contributions; or

24.5.2 any examination carried out by a regulatory body

Provided that in disclosing Confidential Information under this sub-clause the Partner discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

24.6 Nothing in this clause 24 shall prevent the Host Authority disclosing any Confidential Information to any person engaged in providing any services to the Host Authority for any purpose relating to or ancillary to the Agreement.

24.7 Nothing in this clause 24 shall prevent the Partners from using any ideas, know-how, or techniques gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in the disclosure of Confidential Information or in an infringement of Intellectual Property Rights.

24.8 For the avoidance of doubt, the Partners acknowledge that nothing in this clause 24 shall fetter or affect each Partner's obligations under the Data Protection Legislation, the FOIA and the environmental Information Regulations.

25 AUDIT AND SCRUTINY

25.1 ALN will be subject to the normal annual external auditing processes of the Host Authority.

25.2 The Host Authority shall include ALN and its finances in its risk assessed internal audit programme and shall make the final audit report available to the ALN Management Board and each Partner.

- 25.3 The Host Authority shall make a copy of the accounts for ALN open to inspection on written notice from a partner, within a reasonable time period at any reasonable time during business hours.
- 25.4 The Partners agree that scrutiny relating to this Agreement and ALN shall be the responsibility of each Partner. Accordingly, the relevant committees of each Partner shall have the right to review any aspect of ALN as if it were an in-house function exercised by the respective Partner.

26 INSURANCE

- 26.1 The Partners shall each effect and maintain a policy or policies of insurance, providing an adequate level of cover for the liabilities, obligations, duties and risks that they are taking on under the terms of this Agreement including those arising under any indemnity in this Agreement for the duration of the Agreement and any extension hereof.
- 26.2 Payments in relation to elements of any claims made against the Host Authority that fall within the insurance policy excess shall be made from the Financial Contributions.
- 26.3 The Partner in possession (as described in Schedule 7) shall be responsible for insuring any Authority Premises, and any other Assets located therein. The Host Authority shall be responsible for employer's liability insurance for ALN staff.

27 WHISTLEBLOWING

- 27.1 Nothing in this Agreement shall prevent any ALN staff from making a protected disclosure within the meaning of the Public Interest Disclosure Act 1998. ALN staff who make a protected disclosure are protected against dismissal and victimisation in respect of the disclosure.
- 27.2 In discharging its responsibilities under this Agreement in respect of ALN, the Host Authority shall
- 27.2.1 comply with all applicable laws, statutes, regulations and codes relating to Whistleblowing, including but not limited to the relevant provisions under the Public Interest Disclosure Act 1998. ("Whistleblowing Legislation") and insert the same provisions in any contract entered into for the provision of works, supplies or services for ALN;
 - 27.2.2 have and maintain throughout the Term of this Agreement, policies and procedures to ensure compliance with the Whistleblowing Legislation and will enforce them where appropriate; and
 - 27.2.3 ensure all ALN staff are given access to the Host Authority's policies on Whistleblowing.

28 LIABILITIES

- 28.1 Each Partner shall, at all times, take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Partner is entitled to bring a claim against the other Partners under this Agreement.

29 COMPLAINTS AND INVESTIGATIONS

- 29.1 The Host Authority shall deal with all complaints received concerning the responsibilities of ALN in the first instance through the Hosts Authority's Corporate Complaints Policy.
- 29.2 The Host Authority shall provide the other partners with the name and contact details of its nominated complaints manager for ALN ("Complaints Manager").
- 29.3 In the event of a complaint being made against any ALN staff or ALN itself which is not resolved at the informal stage, the complaint shall be referred to the Complaints Manager as soon as practicable with any relevant details and supporting documentation. The Partners in consultation with the Complaints Manager shall agree how to proceed, albeit it is agreed that the complaint will ultimately be dealt with by the Host Authority as the employer of the ALN staff and with responsibility for the delivery of the Services.
- 29.4 The Partners shall each fully comply with any investigation by any statutory Ombudsman or tribunal, including providing access to Information and making staff available for interview.

30. DISPUTE RESOLUTION AND EXIT ARRANGEMENTS

- 30.1 The Partners shall act in good faith and use their reasonable endeavours to resolve disputes arising out of this Agreement informally in an amicable way.
- 30.2 The Partners shall first endeavour to resolve a dispute that has arisen through referring the dispute to the relevant Director of each affected Partner. If the relevant Directors are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (20) Working Days of the dispute being referred to them, the dispute shall be referred to the Chief Executive Officers of the affected Partners.
- 30.3 If the Chief Executive Officers are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (20) Working Days of the dispute being referred to them, any one or more Chief Executive Officers may, in their absolute discretion refer the dispute to an independent mediator ("Neutral Adviser").
- 30.4 If the Partners are unable to agree upon the Neutral Adviser to be appointed or the Neutral Adviser agreed is unable or unwilling to act, any Partner may, give the other Partners, ten (10) days' notice of its intention to apply to the Centre for Dispute Resolution ("CEDR") to appoint a Neutral Adviser.

- 30.5 Within ten (10) Working Days of the appointment of a Neutral Adviser, the Partners shall meet with her / him in order to agree a programme or the exchange of information and the structure to be adopted for the mediation. The fees of the Neutral Adviser shall be met equally by the Partners.
- 30.6 If the Partners accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be put in writing and, once their duly authorised representatives sign it, shall be binding on the Partners.
- 30.7 If the Partners do not reach agreement on the dispute, any Partner may invite the Neutral Adviser to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a 'without prejudice' basis and shall not be used in evidence in any subsequent proceedings commenced, without the prior written agreement of the Partners.
- 30.8 If the Partners do not reach agreement in the structured negotiations within forty (40) days of the Neutral's Adviser's appointment or such later time as may be agreed by the Partners in writing, then the dispute between the Partners shall be referred to an arbitrator to be agreed upon by the Partners or in default of such agreement to be nominated by the President of the Institute of Arbitrators.
- 30.9 The arbitrator shall act as an expert and shall be entitled to make such decision or award as he or she thinks just and equitable having regard to the relevant circumstances of the dispute. The costs of such arbitration shall follow the event or if none of the Partners succeeds they shall be apportioned between the Partners as the arbitrator, in his or her absolute discretion, thinks fit.
- 30.10 Any award or decision of the arbitrator shall be final and binding on the Partners.
- 30.11 If any Partner considers that there is a matter which may affect continuation of its commitment to the Partnership Agreement other than a decision to exercise an option to break under clause 31.2, it should submit an expression of concern to the ALN Management Board which will be tabled for discussion within (twenty) 20 Working Days and resolution within forty (0) Working Days. If the ALN Management Board fails to resolve the matter within forty (40) Working Days a meeting I shall be held between the Directors of Children's Services and the Chief Executive of each Partner within 20 Working Days of the failure to achieve resolution at the ALN Management Board. If the Chief Executives fail to resolve the in the allotted time, then the aggrieved Partner(s) may (with the agreement of all affected Partners) jointly appoint an independent mediator the costs of which shall be borne equally between the Partners in dispute.
- 30.12 Prior to exercising an option to break under clause 31.2 any Partner that wishes to terminate its participation in the Agreement must inform the Host Authority who shall convene a meeting of the ALN Management Board within ten (10) Working Days to discuss the matter. Following the conclusion of the ALN Management Board the Partner may, in its absolute discretion, either proceed to break in accordance with clause 31.3 or continue being a Partner.
- 30.13 During the period between a notice to terminate being served and termination occurring the Host Authority with the reasonable assistance of the Partners including the exiting Partner(s) shall produce a plan for exit and continued provision of the Service which shall include:

- staffing arrangements;
- future budget;
- available premises and assets; and
- maintaining the Services both in areas that are remaining in ALN and the area(s) that are exiting (although for the avoidance of doubt the Host Authority will no longer be required to provide the Services in any area that is no longer part of ALN).

30.14 Nothing in this clause shall prevent any Partner from exercising its rights under English law.

31. TERMINATION AND REVIEW

31.1 Any Partner may issue a notice under clause 30.11 in the following circumstances:

31.1.1 there is a Change in Law or a change in government guidance or policy that prevents any Partner from complying with its obligations under this Agreement;

31.1.2 a Partner, acting reasonably, can demonstrate that the Host Authority is persistently failing to perform the Services in a manner that would be expected of a competent local authority;

31.1.3 where the Partners fail to agree the Financial Contributions in accordance with Schedule 5; or

31.1.4 the review carried out under clause 3.1.1 leads the Partners to conclude (acting reasonably and in the best interests of discharging the Services) that the Agreement should be terminated.

31.2 Any Partner may terminate their participation in this Agreement at will upon giving the Host Authority 18 months' notice of their intention to do so. The process set out in clause 30.12 of this Agreement must be followed prior to serving any notice under this clause 31.2.

31.3 Following the conclusion of the process set out at clause 30.11 and 30.12 any or all Partners may elect to terminate their participation in this Agreement. The relevant Partner's participation in this Agreement shall terminate 18 months following receipt by the Host Authority of a notice to this effect.

31.4 In the event that it is no longer possible to carry out the terms of this Agreement because of a Change in Law or government guidance or policy, which render the arrangements under this Agreement, unlawful the Partners shall as soon as practicable agree a timetable for bringing ALN to an end and terminating this Agreement.

32. CONSEQUENCES OF EXPIRY AND TERMINATION

32.1 On the expiry of the Term, or if this Agreement is terminated as a result of any decision made under clause 30.11, clause 30.12 or clause 31.4 the provisions of this clause 32 shall apply as follows:

- 32.1.1 Authority Premises and Assets not acquired from the Financial Contribution shall be returned to the Host Authority or other Partners who show title;
- 32.1.2 Assets purchased from the Financial Contributions shall:
- 32.1.2.1 be disposed of by the Host Authority for the best consideration obtainable and any proceeds of the sale allocated according to the Partners' Financial Contributions or, if otherwise agreed,
 - 32.1.2.2 where reasonably practicable, be divided between the Partners according to the Partners' Financial Contributions over the previous Financial Year; or
 - 32.1.2.3 be retained by the continuing Partners for the purposes of ALN subject to such reasonable payment to the withdrawing Partner as may be agreed: or
 - 32.1.2.4 be dealt with as otherwise agreed by the Partners, or
 - 32.1.2.5 in the absence of agreement, in accordance with the Dispute Resolution Procedure.
- 32.1.3 the Host Authority shall transfer all records they retain relating details of Service Users and other relevant information to the appropriate Partner;
- 32.1.4 the Partners shall co-operate with each other in terminating, modifying, restructuring, transferring or novating any subsisting contractual arrangements entered into for the purposes of ALN and the Services and execute any documents necessary to give effect thereto in a timely manner.
- 32.1.5 Other property including data belonging to one of the partners shall be transferred or returned to that Partner except that this will not be required between continuing Partners or in cases where the data is encrypted. However, where any data comprises Personal Data or Sensitive Personal Data, the provisions of clause 23 shall apply.
- 32.2 Overspends and underspends on termination of this Agreement shall be dealt with in the same manner as surpluses and deficits are dealt with in paragraph 4 of Schedule 5.
- 32.3 Partners shall remain liable in accordance with the apportionments set out at Schedule 5 for any financial or other obligation or liability (actual or contingent) incurred during the period that that Partner has been a party to this Agreement.
- 32.4 All of the costs of terminating the Agreement and the ALN arrangement shall be split between the Partners in line with the formula agreed for the Partner Financial Contributions as set out in Schedule 5. These costs shall include but not be limited to the costs of redundancy and other employment liabilities. If any individual Partner terminates their participation in the Agreement they shall be liable for the costs incurred as a result of their termination (including but not limited to any redundancy costs and staff termination costs incurred) and the remaining Partners each agree that the Agreement including their Financial Contributions will be re-negotiated following the process set out at clause 30 to reallocate liabilities and obligations in line with the principles set out in this Agreement.
- 32.5 The Partners shall be entitled but not restricted to direct any under spend to the following purposes:
- 32.5.1 to meet obligations under existing contracts;

32.5.2 to defray the costs of making any alternative arrangements for Service Users;
and

32.5.3 to meet the cost of any redundancies arising from the termination of this Agreement.

32.6 In the event of withdrawal of a Partner:

32.6.1 the ALN Joint Board shall meet to decide on any measures necessary to ensure that the Agreement may still operate efficiently notwithstanding the reduced number of Partners;

32.6.2 the continuing Partners shall continue to comply with the terms of the Agreement and ensure that the general objectives of the Agreement are not compromised.

32.7 The provisions of the following clauses shall survive termination or expiry of this Agreement:

32.7.1 Clause 10;

32.7.2 Clause 14;

32.7.3 Clause 22;

32.7.4 Clause 23;

32.7.5 Clause 24;

32.7.6 Clause 25; and

32.7.7 Clause 32.

33. PUBLICITY

33.1 No Partner shall make any public statement or issue any press release or publicity document relating to ALN arrangements or the contents of this Agreement without obtaining the other Partners' prior written consent as to its contents, and the manner and timing of its presentation and publication or in accordance with a communications strategy agreed by the Partners.

33.2 Publicity will be managed through the Host Authority in partnership with all Partners.

33.3 For the avoidance of doubt, clause 33.1 shall not apply to publicity, promotional materials or campaigns that are required for the promotion and delivery of ALN.

34. NO PARTNERSHIP

34.1 Each of the Partners is an independent local authority and nothing in this Agreement shall be constructed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

- 34.2 No Partner shall have the right or authority to act on behalf of another partner or to bind another partner by contract or otherwise as specified by the terms of this Agreement.

35. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on or to be enforceable by any person who is not a party to this Agreement.

36. NOTICES

- 36.1 Notices shall be in writing and shall be sent to another Partner marked for the attention of the Partner's representative on the ALN Management Board or another person duly notified by each Partner for the purposes of serving notices on that Partner, at the address set out for the Partner in this Agreement.
- 36.2 Notices may be sent by first class mail or e-mail, provided that e-mail is confirmed within 24 hours by first class mailed confirmation of a copy. Correctly addressed notices sent by first class mail shall be deemed to have delivered 72 hours after posting and correctly directed e-mail transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

37 SEVERABILITY

- 37.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

38. CHILD PRACTICE REVIEWS OR MULTI AGENCY PROFESSIONAL FORUMS

- 38.1 The Host Authority shall co-operate with regard to the provision of information to any serious case review, learning lessons review or internal management review.

39. ENTIRE AGREEMENT

- 39.1 This Agreement, the Schedules and the documents annexed to it or otherwise referred to in it contain the whole Agreement between the Partners relating to the subject matter of it and supersede all prior agreements, arrangements, communications, representations (other than fraudulent representations), stipulations, undertakings, warranties and understandings between the Partners relating to that subject matter.
- 39.2 Each Partner acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies for breach of this Agreement are those provided for in this Agreement provided that this shall not exclude any liability which a Partner would otherwise have to another Partner in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

40. COUNTERPARTS

40.1 This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts shall together constitute the Agreement.

40.2 No counterpart shall be effective until each Partner has executed at least one counterpart.

41. GOVERNING LAW

41.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England and the partners submit to the exclusive jurisdiction of the English Courts.

41.2 This Agreement has been executed as a deed and is delivered and takes effect on the date at the beginning of it.

42. RECORDS MANAGEMENT

42.1 The Partners shall develop and agree a records management protocol .

42.2 The Partners agree that they shall keep and maintain until six (6) years after this Agreement has terminated or expired, or for as long a period as may be agreed between the partners, full and accurate records of this Agreement and ALN, all expenditure and all payments made by each Partner

43. THIRD SECTOR PARTNERS

43.1 Third Sector Partners shall be invited to attend the ALN Management Board at the discretion of the ALN Management Board. The Host Authority shall prepare a memorandum of understanding that shall be entered into by the Host Authority and any Third Sector Partners and will set out the Third Sector Partner's role on the ALN Management Board.

43.2 Third Sector Partners shall not be entitled to vote on any matters.

43.3 Third Sector Partners invited to attend the ALN Management Board in line with clause 43.1 above shall be consulted on strategic direction, policy development, reviews and service delivery. Third Sector Partners shall not be entitled to contribute to discussions regarding Financial Contributions and detailed (as opposed to strategic) discussions around procurement.

43.4 The Partners including the Host Authority shall give due regard to and take into account the views expressed by the Third Sector Partners when coming to decisions on the items listed in clause 43.3.

43.5 It is acknowledged that Third Sector Partners or organisations connected to the Third Sector Partners may under some circumstances generate income from the provision of services to the Host Authority and other Partners that are connected to the Service. The Third Sector Partners acknowledge that they shall not be provided with any documentation or be entitled to be present during discussions at any meetings (including Management Board meetings) involving a discussion, decision or details of any commissioning or procurement activity in relation to such services.

44 Costs

44.1 Each Partner shall bear its own legal costs and other fees in relation to the preparation and completion of this Agreement.

45 Waiver

45.1 A failure by any partner to enforce any provision of this Agreement shall not amount to a waiver of their rights under that provision and shall not restrict their right to enforce the Agreement whether in whole or in part.

46 Civil Contingency and Business Continuity

46.1 The Partners are a Category 1 responder for the purposes of the Civil Contingencies Act 2004 (the 2004 Act'). The 2004 Act defines an emergency (an 'Emergency') as:

46.1.1 an event or situation which threatens serious damage to human welfare;

46.1.2 an event or situation which threatens serious damage to the environment; or

46.1.3 war, or terrorism, which threatens serious damage to security.

46.2 In the event of an Emergency, the Host Authority shall make every effort to continue the provision of the Services. However, if the nature of the Emergency prevents the Host Authority from being able to continue the provision of the Service, in consultation with the other Partners, the provisions of clause 47 shall apply.

46.3 The Host Authority shall have business contingency plans to cover situations that might reasonably arise that may affect the delivery of the Services which shall be tested and reviewed periodically in accordance with good industry practice and at least annually.

47 Force Majeure

47.1 If a Partner is affected by a Force Majeure Event, it shall take all reasonable steps to mitigate the consequences of that event, resume performance of its obligations under the Agreement as soon as practicable and use its reasonable endeavours to remedy its failure to perform any of its obligations under the Agreement. Subject to the foregoing, the Partner claiming relief as a result of a Force Majeure Event shall be relieved from liability under the Agreement to the extent that it is unable to perform its obligations because of the Force Majeure Event.

47.2 If a Force Majeure Event continues for more than sixty (60) days and renders the performance of the Agreement not reasonably practicable, the Partners may agree to terminate the Agreement or the affected Partner may withdraw whereupon the provisions of clause 32 shall apply. Such termination shall without prejudice to the rights of the Partners in respect of any breach of this Agreement occurring prior to such termination.

48 London Living Wage

48.1 The Host Authority shall:

48.1.1 ensure that none of the ALN staff engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

- 48.1.2 ensure that payment of the London Living Wage is specified in any contracts procured for the delivery of the Services and that, for such contracts, where the service provider agreed to pay it, that none of the service provider's employees and any subcontractor's employees engaged in the provision of the relevant services is paid less than the amount to which they are entitled in their respective contracts of employment;
- 48.1.3 provide to the other partners such information concerning the application of the London Living Wage as the other Partners may reasonably require from time to time; and
- 48.1.4 provide all reasonable assistance in monitoring the effect of the London Living Wage on the quality of the services provided under the Agreement.

IN WITNESS hereof the parties hereto have executed this Agreement as a Deed the day and year first written

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF ISLINGTON was hereunto
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF BARNET was hereunto
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF ICAMDEN was hereunto
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF ENFIELD was hereunto
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF HACKNEY was hereunto
affixed BY ORDER

Authorised Officer / Authorised Signatory

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF HARINGEY was hereunto
affixed BY ORDER

Authorised Officer / Authorised Signatory

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Schedule 1

Host Support

The Host Authority shall provide the Host Support.

The Service

1. Background:

1.1 In May 2015 the government announced changes to the delivery of adoption services by proposing that all adoption services would need to be delivered on a regional basis by 2020. The premise for this was to:

- Increase the number of children adopted
- Reduce the length of time children wait to be adopted
- Improve adoption support services to families who have adopted
- Reduce the number of adoption agencies thereby improving efficiency effectiveness

1.2 The DfE made it clear that they wished to see Voluntary Adoption Agencies as integral partners in the regional agencies.

1.3 A detailed Integrated Service Specification is incorporated at Annex 1 of this Schedule 1, for brevity an overview of the Integrated Service Vision, general aims and objectives are detailed below.

This Schedule sets out the vision, objectives and details of roles and responsibilities to be fulfilled under this agreement by the Regional Adoption Agency (RAA) and Local Authorities.

2. An Integrated Adoption Service – the Vision

2.1 The six local authorities in the partnership (the 'Partners') wish to build on the success of their existing services to improve performance in meeting the needs of those children who require permanence through adoption by bringing together the best practice from each authority into a Shared Service, called Adopt London North. Entering into a Regional Adoption Agency will allow the six authorities to provide a more cohesive, efficient and effective use of resources and development of practice.

2.2 All Partners are agreed that collaboration should be underpinned by two guiding principles;

- a. that looked after children and prospective adopters are advantaged by doing so and
- b. that a regional adoption service is demonstrably more efficient and flexible in delivering the service.

All partners share the ambition to improve performance particularly

- a. in reducing the time that children have to wait for adoptive placements
- b. in improving the experience for prospective adopters from initial inquiry, through the assessment process, approval and placement matching and the delivery of adoption support services.
- c. In improving the experience for birth families, the role they play and the support they get.

All the Partners agree that the joint aim is to improve the adoption system for children and adopters, and that this will involve systemic and cultural changes within local authorities, as well as the development of the RAA. The RAA in isolation will only be able to effect limited change making effective partnership working between RAA and LA staff critical.

3. The Key Objectives shared jointly by the RAA and the Partners are

- 3.1 To provide children with the right adopters at the right time, approving those equipped to meet the needs of children waiting.
 - 3.2 To reduce delay and improve timescales for matching and placement for all children – working with care planning processes in each LA to improve early identification / twin track planning and to achieve best practice and consistency across the region.
 - 3.3 To improve Early Permanency Placements (EPP) using:
 - i. Concurrent Planning
 - ii. Fostering for Adoption
 - 3.4 To take innovative approaches to placing 'hard to place' children. e.g.
 - i linking children with adopters from enquiry stage onwards where appropriate through a child specific approach
 - ii thoroughly preparing child and family for placement
 - 3.5 To minimise changes of plan away from adoption
 - 3.6 To reduce the likelihood of placement breakdown through timely and improved matching, preparation and adoption support through
 - i working seamlessly with Children's social work services in each LA
 - ii providing a range of adoption support and intermediary services in conjunction with statutory and voluntary sector providers
 - iii establishing effective working links with key partnership agencies (e.g. education and health and local authority providers) – enhancing services for birth parents)
 - 3.7 To form strong and productive partnerships with:
 - i Adopters
 - ii Adoptees
 - iii Birth parents
 - iv Voluntary Sector providers
 - v Community sector and other groups who may add value and support our activities
 - 3.8 To ensure that customer feedback and the views of service users are obtained and considered in the development of the service
4. All activity in the RAA will ensure compliance with requirements set by legislation, regulation, national minimum standards and local procedures. The RAA will operate under an agreed performance management framework, will be subject to inspection and auditing bodies, and will work closely with the Regional and National Adoption Leadership Board. In the longer term it is anticipated that the new agency will, dependent upon agreed resourcing, extend its offer to include:
- Supporting other permanence options for children including Special Guardianship Orders.

- Non agency adoptions for all six Partners

5 The DfE have made it clear that they wish to see Voluntary Adoption Agencies as integral partners in the regional agencies and the Voluntary adoption alliance are involved in the strategic oversight of the RAA.

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ANNEX 1 to SCHEDULE 1

OUTLINE SPECIFICATION OF SERVICES AND RESPONSIBILITIES

The provision of adoption services is acknowledged to be the function of a complex system involving a number of agencies. Each part of the system has to play its own role and to work collaboratively with the others in order to deliver positive outcomes for children. The following table sets out the respective responsibilities of each agency under this agreement.

The Adoption and Children Act (2002) places a statutory requirement on each participating Partner and, therefore, the Adopt London North to:

- a. Recruit, assess and support potential prospective adopters
- b. Work in partnership with the child's social worker in seeking a permanent placement for the child through adoption
- c. Assess, support and plan for children who are relinquished by their birth parents
- d. Assess, support and plan for children who have a parallel plan for adoption.
- e. Assess and support parent/partner and family relatives who wish to adopt a child
- f. Assess and support those adults who are seeking to adopt from another country (inter-country adoptions)
- g. Provide counselling advice and information to adopted adults post 18.
- h. Provide Independent support to birth parents involved in proceedings.
- i. Management and support of Adoption Panels which approve prospective adopters and make recommendations on the approval for adoption of children relinquished and the matching of individual children to adopters, reviewing approvals and ensuring quality of practice
- j. Provide professional advice on best practice and regulations to agency decision makers
- k. Provide a quality assurance role across the Shared Service

2, SERVICE COLLABORATION AND RATIONALE

Islington London Borough Council will act as Host Authority for the new Shared Service, Adopt London North, and will bring together the adoption services of the following authorities:

- 2.1 Barnet London Borough Council
- 2.2 Camden London Borough Council
- 2.3 Enfield London Borough Council
- 2.4 Hackney London Borough Council
- 2.5 Haringey London Borough Council
- 2.6 Islington London Borough Council

3, ELIGIBILITY CRITERIA

The Shared Service will be responsible for providing a service for:

- Children who require adoption
- Adults who wish to adopt
- All adoptive families living in the region eligible for adoption support
- Adopted adults
- Letter box service
- Birth parents and former guardians eligible for adoption support.
- Access to adoption to records
- Independent support to birth parents who risk losing their child to adoption.

Some services will be externally commissioned

4. SERVICE DELIVERY

The Shared Service will operate on a full time basis providing core services flexibly, as required by the needs of the service.

- 4.1 The Shared Service will at all times, maintain a volume of service that is sufficient to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this specification.
- 4.2 The Shared Service will at all times maintain an appropriately qualified and skilled workforce that is sufficient to fulfil all of its statutory duties as an adoption agency, as well as any specific requirements, targets and outcomes of this specification
- 4.3 The Shared Service will have in place a detailed contingency plan to deal with workforce absence caused by planned leave, sickness and vacancies that is cost effective and causes minimum disruption to service delivery
- 4.4 The Shared Service will at all times comply with safe employment practice including statutory background checks, confirmation of identity, confirmation of entitlement to work in the UK, disclosure and barring checks, employment and personal references. HCPC registration etc.
- 4.5 Adopt London North will at all times put the needs of users at the heart of service delivery and maintain a system that ensures their involvement in service design and delivery, as well as decision making.
- 4.6 Adopt London North will at all times maintain a system for the management of complaints and representations that complies with minimum standards for timeliness, transparency and information sharing
- 4.7 Adopt London North will at all times maintain a system for data protection and handling that complies with the Data Protection Act, as amended from time to time.
- 4.8 Equality and diversity (new communities)

5. PERFORMANCE MEASURES

- 5.1 Adopt London North will develop a performance management framework and will comply with the key performance indicators set and report upon performance in relation to these to the ALN Management Board of the RAA, the Adoption Leadership board and any other statutory body as required.
- 5.2 The framework will include quantitative indicators which will allow performance on the above outcomes to be measured
- 5.3 The framework will also include qualitative feedback from adopters, birth parents, children and key professionals who have contact with the agency.
- 5.4 Additionally, regional good practice standards will be developed to clarify service expectations, measure outcomes and ensure that services are value for money.

6. OUTCOMES

- 6.1 Outcomes in adoption have traditionally focussed on placement disruption and breakdown. The data collected is usually quantitative rather than qualitative. To ensure a culture of continuous practice improvement the agency will adopt an Outcomes Based Accountability (OBA) framework focussing on a clear and simple process for review and planning: What are the key outcomes for children and families? What are the key indicators of how well we are achieving outcomes? What are the issues lying behind the trend? Who are the key partners? What works? OBA also keeps a relentless focus on outcomes by posing three questions: How much did we do? How well did we do it? Is anyone better off?

7. CONTRACT MONITORING

- 7.1 Adopt London North will provide quarterly data submissions and associated report to the ALN Management Board
- 7.1 Additionally, in accordance with the terms of reference of the ALN Management Board, Adopt London North will be responsible for conducting an annual review of the quality of the service it provides. Mechanisms to monitor the quality and outcomes of the service will include:
 - Effective line management, supervision & appraisal, support and training of staff employed by the service – vacancy rate/turnover, agency;
 - A set of policies, procedures and practice standards;
 - A range of methods to obtain feedback on the functioning of the regional service from service users, local authorities and other stakeholders;
 - Systems to audit practice and the performance of the service against performance indicators and compliance with legislation and standards; and
 - A system to monitor and manage complaints against the service.

8. OFSTED INSEPCIONS

8.1 The RAA will comply with whatever inspection regime is in place is in place from the start of the operational period.

9. Detailed division of roles and responsibilities in the new agency

9.1 Recognising the successful delivery of the new service will be dependent on a high level of joint working between LAs and the RAA, the following table breaks down the respective roles and responsibilities identifying there the agencies will have to collaborate in the best interests of children.

THE CHILD

| SERVICE AREA | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|---|--|--|-------|
| Case Responsibility | <p>The local authority will retain case management responsibility for the child until the making of the Adoption Order.</p> <p>The local authority will be responsible for all statutory functions including but not limited to:</p> <ul style="list-style-type: none"> • Statutory Visits • Management and supervision of contact between child and family members. • Supervision, administration and finance of foster placements and communication with foster carers (including Early Permanence placements). | <p>The RAA will provide specialist advice and support to assist LA staff to fully understand the adoption process, influencing and promoting best practice</p> | |
| Early identification of children requiring | <p>The local authority is responsible for identifying, at the earliest possible stage, the children who may require adoption and making them and</p> | <p>The RAA will allocate a Family Finder to each child identified as possibly requiring adoption. Staff from the RAA will be involved in</p> | |

| SERVICE AREA | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|---|--|--|---|
| adoption | <p>their needs known to the RAA, providing relevant and timely information. The RAA aims to develop working practises with each LA to ensure close involvement in care planning in order to assist with the earliest identification.</p> <p>Making sure siblings placed with other adopters are considered by us and the agency.</p> | <p>identifying children for early placement.</p> <p>Representatives of the RAA will attend relevant meetings in each local authority such as care planning meetings, where appropriate, to better understand the needs of the children who may require adoption and, where appropriate, to begin to identify suitable adopters at an early stage.</p> | |
| Early Placement | <p>Focus on LA responsibilities.</p> <p>The fostering element of any EPP placement will remain with the LA as a fostering agency for the carers.</p> <p>The LA would have the responsibility for supporting prospective adopters as foster carers unless specific agreements are agreed with a commissioned service.</p> | <p>Where appropriate, and in agreement with the local authority, the RAA will make available an Early Permanence Placement (EPP) e.g. A Concurrent Planning/ Fostering For Adoption Service for children who may benefit from the possibility of early placement with potential adopters. (Placements will depend on the availability of appropriate carers)</p> | |
| MultiTracking of children requiring adoption | <p>The local authority will track the progress of children in care proceedings or looked after under section 20 (Children Act 1989) so as to maintain an up-to-date knowledge of their potential need for an adoption placement</p> | <p>The RAA will also actively track all children for whom initial information indicates that adoption may be a likely plan</p> | |
| Pre-placement Reports | <p>The LA will be responsible for the completion and cost of all reports prior to an adoption placement being made including:</p> | <p>The RAA can advise on and support the completion of the Child Placement Report and early profile of the child. The RAA will provide support and</p> | <p>The RAA could provide training on CPR's & sibling assessments across the</p> |

| SERVICE AREA | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|-----------------------------------|---|--|---|
| | <ul style="list-style-type: none"> • Child Placement Reports • QA them | <p>challenge to help ensure that the CPR's are of a consistent high quality across the partnership.</p> <p>The RAA will be responsible for the early and any subsequent profile of the child (even before the CPR is compiled) and in identifying early matching considerations, including advice on likely adoption support needs of the child/children once placed and potential sources of future support. The RAA will also provide support to undertake more specialist assessments e.g. sibling assessments.</p> | <p>region.(discussed in miscellaneous section further on)</p> |
| | <p>The local authority will be responsible for assessing the child's needs in respect of a future placement and in ensuring that any required financial support for a future adoptive placement is available.</p> | <p>The RAA will provide additional information and advice on the placement needs of the child and the likely need for post adoption support services, including financial support</p> <p>It will be necessary for the RAA and LA to work closely and collaboratively to ensure that the needs of the child can be met and that training support is sustainable.</p> | |
| <p>Medical Information</p> | <p>The Local Authority will be responsible for obtaining all required medical information in respect of children who are being considered for adoption and will meet with prospective adopters to ensure they are</p> | | |

| SERVICE AREA | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|---|---|---|
| | fully aware of the child's future medical needs as appropriate. | | |
| Decision that adoption should be the child's plan | <p>The Agency Decision Maker in each LA will be responsible for the 'Should be placed for adoption' decision.</p> <p>The LA will undertake a regular review of this decision and associated plans and keep the family finder in the RAA informed of any changes.</p> | <p>The RAA will support the decision making process as requested, particularly in the provision of Professional Advice to the LA's ADM and administrative support.</p> <p>The RAA will provide an adoption panel for relinquished children's plans to be heard.</p> | |
| Family Finding Process | | The RAA will lead the tracking/family finding process in consultation with the local authority. | |
| Communication during the family finding process | It will be the responsibility of the LA to keep the CPR updated and to inform the family finder of any changes in the child's development or circumstances (e.g. change of placement). | <p>A Family Finder will be allocated during the early stages of profiling, with a 'watching brief' until the decision has been made that the plan should be adoption.</p> <p>The RAA will keep the LA regularly updated about progress on family finding.</p> | |
| 'Hard to Place'/Priority Children | <p>The LA is responsible for identifying at the earliest opportunity where a child is:</p> <ul style="list-style-type: none"> • Aged four or over • From a BME heritage • Part of a sibling group of two or more • Has uncertainty about their development • Has a disability or medical condition | <p>The RAA will either provide or commission a service for HTP children which may involve some of all of the following:</p> <ul style="list-style-type: none"> • Increased publicity – DVD, Photos etc. • Profile the child at specific events • Press and digital media advertising • Attempt to recruit carers specifically for the child | Some of these issues will need addressing with each LA on an individual case by case basis. |

| SERVICE AREA | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|--|--|---|
| | <ul style="list-style-type: none"> Sibling matches for new-born <p>The LA will gather the relevant information, assess and forward to the RAA as soon as possible.</p> | <ul style="list-style-type: none"> Provide additional training and preparation for potential carers Advise on or assist with additional preparation work with the child. | |
| <p>Note – It will be the aim of the RAA to identify a potential adoptive match for a child prior to the conclusion of Proceedings</p> | | | |
| <p>Preparation of the child</p> | <p>The LA will be responsible for preparing the child for an adoptive placement.</p> <p>The LA will be responsible for the preparation of the child's Life story Book. This often needs to start early in the child's looked after career and will contain information to which the LA has immediate access.</p> | <p>The RAA will support the LA in the preparation of the child, particular in respect of the future placement.</p> <p>The RAA can provide advice and support regarding life story work.</p> <p>The RAA will develop or commission specific expertise in the preparation of children who are hard to place and who are being prepared using the a more 'bespoke' family finding model (see above)</p> | |
| | <p>The LA will be responsible for producing the Later life letter</p> | <p>The RAA will provide advice and written guidance</p> | |
| <p>Linking and Matching</p> | <p>The LA, by agreement, will meet the costs of introductions between children and carers.</p> | <p>The RAA will take lead responsibility for all aspects of the linking and matching process, but will always involve the LA in the decision making process.</p> <p>The RAA will chair linking/ matching meetings as part of the process.</p> | <p>Need to clarify the budget re intro costs as some met by the RAA</p> |
| | <p>The LA is responsible for updating of the CPR and</p> | <p>The RAA will be responsible for completing the Adoption</p> | |

| SERVICE AREA | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|--|---|---|
| | Delegation of Parental Responsibility report | Placement Report, apart from the section on the child. The RAA will organise the Matching Panel | |
| | | The RAA will chair and organise life appreciation days | |
| MATCHING DECISIONS | The Agency Decision Maker in each LA will be responsible for the Matching decision. | The RAA will support the process with information as required, including Panel Minutes and administrative support including letters regarding the decision. | . |
| ADOPTION ALLOWANCES | Adoption allowances will be paid for by each LA. Exceptional allowances may be agreed by the LA- e.g. vehicles for larger sibling groups. | The RAA will liaise with each LA in order to ensure clear information about adoption allowances is conveyed to the adopter and included in the support plan | It is envisaged that streamlining of the adoption allowances and financial support in adoption, including financial assessments and processes will take place within the first year of operation. |
| Applications to the DfE Interagency Fund (for hard to place children) | | The RAA will make the application to the fund where relevant | |

ADOPTER RECRUITMENT

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|--|---|--------------|
| | | | |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--------------------------------|--|--|--------------|
| RECRUITMENT OF ADOPTERS | <p>The LA will signpost any enquiries from potential adopters to the RAA.</p> <p>The LA will ensure that information relevant to potential adopters is included in its own marketing materials and on its website, clearly signposting potential adopters to the website of the RAA.</p> | <p>The RAA will be responsible for recruiting adopters appropriate to the needs of children waiting in each LA.</p> <p>Marketing information will reflect the fact that the RAA is delivering the service on behalf of partnering LAs.</p> | |
| Enquiries | | <p>The RAA will provide a centralised enquiry process for the region to meet all statutory requirements.</p> <p>The RAA will provide written information to potential adopters and may hold information events.</p> <p>The RAA may at times signpost potential adopters to other agencies if they are unlikely to be able to meet the needs of the children needing placement.</p> | |
| Stage One | The LAs will provide all information required for statutory checks of potential adopters resident in the LA. | The RAA will undertake all Stage one functions | |
| Stage Two | | The RAA will undertake all Stage Two functions | |
| | | The RAA will complete the Prospective Adopters Report (PAR) | |
| Approvals | | <p>The RAA will manage the Adoption Panel.</p> <p>The RAA Agency Decision Maker will be responsible for all approvals</p> | |
| POST | | The RAA will provide post | |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--------------------------------------|--|---|--------------|
| APPROVAL SUPPORT AND TRAINING | | approval support and training to approved adopters | |

POST ADOPTION SUPPORT SERVICES

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|--|--|--|
| ADOPTION SUPPORT ASSESSMENTS/PLANS & services | The LA will consider funding requests for adoption support services which are not included in the core offer e.g. Therapeutic support | <p>The RAA will undertake assessments of adoption support needs or commission these if required.</p> <p>The RAA's core offer will provide general adoption support services: newsletter, social events for children and young people; social/training events for adoptive parents; advice and signposting for adoptive families; independent support and advice to birth relatives; post box services etc.</p> <p>The RAA will undertake applications to the Adoption Support Fund for children and commission services agreed by ASF.</p> | |
| | The LA will signpost requests from adoptive families for adoption order support to the RAA. Alongside needs directly related to adoption, a family may have needs best met by services within the LA e.g. CIN services. The LA will be responsible | The RAA will undertake the assessment of adoption support needs of the child and family and produce an adoption support plan. The RAA will liaise with LA to agree which services will be | Referral pathway to be agreed with each LA |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|--|---|---|
| | <p>for providing these services</p> <p>Where a safeguarding referral is made to the LA the LA will conduct any appropriate section 47 enquiry and will allocate an LA social worker where thresholds are met, but will notify the RAA of any referral involving an adopted child.</p> <p>If adopted child/young person accommodated, LA will be responsible for social work support to child/family.</p> | <p>provided by RAA and which by LA for families whose needs are complex.</p> <p>Where appropriate, the RAA will offer support or an allocated worker during the section 47 enquiry.</p> <p>RAA will liaise with LA re any adoption specific work needed e.g. Life Story work or application to ASF for therapeutic support (if plan is rehabilitation)</p> | |
| Out-of-hours services | All adopters will have access to the LA's Emergency Duty Team out of core hours. | The RAA may negotiate out of hours support for specific families where necessary, subject to agreed additional LA funding. | The RAA could provide a duty cover out of hours subject to LA funding |
| Indirect/ Letterbox contact | | The RAA will oversee post/Letterbox contact between adopted children and birth families. | |
| Supervised & Sibling Direct Contact | Responsibility for Direct Contact requirements will remain with the LA | The RAA could support these arrangements dependent upon the individual arrangements | |
| ADOPTION ALLOWANCES | Adoption allowances will be paid for by each LA after undertaking the appropriate assessment. | RAA to streamline processes and financial assessment | Possibility of equalising financial support across LA's in due |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|---|--|--|--------------|
| | | | course |
| Adoption Support Fund | | The RAA will be responsible for undertaking all funding applications to the Adoption Support Fund. | |
| Access to Children's Adoption case records | LA to facilitate | Access to be agreed by the RAA | |
| Birth Records Counselling | | RAA to ensure provision | |
| Independent support to birth parent | | RAA to commission/provide | |
| Access to Adopter's records | LA for historic cases | RAA for cases which it has managed | |
| Intermediary Service to relatives of adopted person seeking information and contact with the adopted person | | RAA to commission- service users will meet any cost beyond advice and information. | |

SERVICE USER ENGAGEMENT

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|--|---|--------------|
| | | | |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|----------------------|--|---|--------------|
| Adopters | | The RAA will engage with and adopters, individually and in groups, with the aim of improving the services available | |
| Adoptees | | The RAA will engage with adoptees, individually and in groups, with the aim of improving the services available | |
| Birth parents | | THE RAA will engage with birth parents individually and in groups with the aim of improving the services available | |

PERFORMANCE MANAGEMENT & INSPECTION -

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|-----------------------|--|---|--|
| Data provision | Each LA will need to provide key data to the RAA on performance. | | |
| Data analysis | | The RAA will produce a 6 monthly report to each LA on performance | A reporting schedule will need to be agreed with the ALN Management Board to avoid the RAA being required to produce a large number of different reports in different formats. |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|---------------|--|---|--------------|
| OFSTED | The future role of OFSTED in adoption is currently under review and future requirements are currently unclear. | | |

MISCELLANEOUS SERVICES

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|-----------------------------------|--|---|-------------------------------|
| Statement of Purpose | | <p>The RAA will take responsibility for updating this for the functions that have been delegated to the RAA.</p> <p>The RAA will take responsibility for completing each LA statement of purpose regarding the functions left with the LA, in consultation with the LA.</p> | |
| Registered Manager | | The RAA will provide a registered manager for each LA regarding their adoption functions within the LA in close co-operation or consultation with each LA | RAA in discussion with OFSTED |
| Adoption Support Services Advisor | | The RAA will undertake the role of Adoption Services Advisor for each LA within the LA in close cooperation and consultation with each LA | |
| Children's guide for adoption | Each LA has a responsibility for this | The RAA could provide advice and guidance | |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|---|--|---|--|
| Children's guide for adoption support | | The RAA will update the Children's guide for adoption support | |
| Step parents/relatives who wish to adopt (non agency adoptions) | | The RAA will progress these applications. | |
| Intercountry adoptions | | RAA to commission advice and information on inter-country adoption from a specialist agency. Service users will have to meet cost of assessment and approval process in the commissioned agency | |
| Adoption Panels | | <p>The RAA will provide adoption panels across the region and will appoint an Independent panel chair and retain a central list and will provide training and support for panel members.</p> <p>The adoption panel will provide a quality assurance report for the partnership on a 6 monthly basis</p> | |
| Training for social workers | | | The RAA could provide training for social workers regarding the adoption process/ writing of CPR's/and sibling assessment if |

| | RESPONSIBILITIES OF THE LOCAL AUTHORITY | RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY | NOTES |
|--|--|---|--------------|
| | | | resourced? |
| | | | |

Schedule 2

Functions Delegated to Host Authority

The Host Authority will discharge the following delegated adoption functions of the Partners:

- (1) the recruitment of persons as prospective adopters;
- (2) the assessment of prospective adopters' suitability to adopt a child;
- (3) the approval of prospective adopters as suitable to adopt a child;
- (4) decisions as to whether a particular child should be placed for adoption with a particular prospective adopter;
- (5) the provision of adoption support services.

Schedule 3

Information Sharing Protocol

Drafted and with legal and Information Governance leads in all Boroughs.

Schedule 4

ALN Management Board Representatives

Representatives

Barnet

Name of representative: Chris Munday

Position: Director of Children's Services

Name of substitute representative Brigitte Jordan

Position Operational Director family Services

Camden

Name of representative: Martin Pratt

Position: Director of Children's Services

Name of substitute representative Anne Turner

Position Director of Children's Safeguarding and Social Work

Enfield

Name of representative: Tony Theodoulou

Position: Director of Children's Services

Name of substitute representative Anne Stoker

Position

Hackney

Name of representative: Anne Canning

Position: Director of Children's Services

Name of substitute representative -Sarah Wright

Position Director of Children and Families

Haringey

Name of representative: Ann Graham

Position: Director of Children's Services

Name of substitute representative TBC

Position Assistant Director Children and Young People's Services

Islington

Name of representative: Carmel Littleton

Position: Director of Children's Services

Name of substitute representative Finola Culbert

Position Director of Safeguarding and Family Support

Initial chair of the ALN Management Board

Schedule 5

Financial Protocol with regards to the relationship between the Partners

1. General principles

- 1.1 The Host Authority will provide the financial administration accounting system and appropriate associated support for ALN. This shall be performed in accordance with the Host Authority's Financial Regulations. Subject to the statutory role of each Partner's section 151 Officer in relation to their council, the Host Authority shall provide the services of its Chief Financial Officer/ section 151 officer to ALN.
- 1.2 Each Partner will contribute its Financial Contribution commencing on the Commencement Date or on a pro-rata basis in the event of a delay. The Host Authority shall not inherit any debt or liability incurred by any of the Partners prior to the Commencement Date.

2. Calculating the Financial Contribution

- 2.1 The Partners are committed to the fair and equitable resourcing of ALN while ensuring that the full cost of the Service is recovered. Each Partner will be required to contribute its share of the agreed annual budget of ALN. The Financial Contributions for the year 2019/20 are set out in table 1 below.

Table 1

ALN RAA Partner Financial Contributions to 2019/20 ALN budget

| Partner | 2019/20 Financial Contribution | 2019/20 percentage contribution |
|--------------|--------------------------------|---------------------------------|
| Barnet | | |
| Camden | | |
| Enfield | | |
| Hackney | | |
| Haringey | | |
| Islington | | |
| Total | | 100% |

- 2.2 The Financial Contributions for every subsequent year of operation of ALN or part thereof shall be calculated in accordance with the following:
- the proportion of the overall ALN budget to be paid by each Partner shall be in line with the 2019/20 Financial Contribution; and
 - the sum of the Financial Contribution shall be in line with the 2019/20 Financial Contribution except to the extent that the costs of providing the Service and / or Host Support change (whether an increase or a decrease) due to the factors listed in paragraph 5.2 of this Schedule 5 in which case the Financial Contributions shall be amended in line with these changes.
- 2.3 Until such time as unanimously agreed by the Partners the following items of income and expenditure will remain the responsibility of each of the Partners

- Adoption allowances – those costs relating to specific new or ongoing allowances paid to adoptive parents by respective Partner’s designated officer
- Adoption support- Those costs relating to adoption support arrangements agreed in respect of a particular child prior to the Commencement Date as authorised by the Partner’s designated officer
- Adoption Support (post Commencement Date) - those costs relating to any match funded element of an application to the Adoption Support Fund will be covered by the relevant Partner, after agreement has been given by the relevant Partner
- Inter-agency fees payable or receivable- those fees relating to the direct costs related with or income generated from the placement of a child prior to the Commencement Date

3. Payment Arrangements and VAT

- 3.1 Following agreement of the annual budget by the ALN Management Board (as described in paragraph 5 of this Schedule 5) each Partner shall be notified of their Financial Contribution by the Host Authority. The Financial Contribution shall be paid in four equal instalments on 15 May, 15 August, 15 November and 15 February in each calendar year of operation of ALN or on the next working day if these dates fall on a weekend or a Bank Holiday. Payment is to be made by BACS to the Host Authority’s bank account.
- 3.2 Unless the following option is taken, the Host Authority will account for VAT. The following text is included as an option that may be exercised at the beginning of any Financial Year by a Partner that, acting reasonably, believes that the ALN arrangements are generating significant sums of VAT: “each Partner is responsible for accounting for any Value Added Tax that becomes payable on any monies that they expend as part of ALN. Where the Host Authority commissions a contract or an element of a contract for Services outside of the Islington London Borough Council administrative boundary any VAT incurred is repatriated to the individual Partners in whose administrative area the Services have been provided. This shall either be through direct invoicing to that Partner or the creation of a retrospective VAT only invoice for their share of a shared contract. This shall apply to all monies paid by the Host Authority in respect of externally incurred VAT bearing expenditure. The amount of externally incurred VAT to be repatriated will be apportioned based on a pro-rata percentage of the Financial Contributions of each Partner towards the annual budget.

Worked example: The external contractor’s fees are £1m exclusive of VAT. This expenditure covers the administrative area of all six Partners. Partner 1 contributes 40% of the annual budget and the other 4 Partners contribute 12% each:

Partner 1 will reclaim VAT on £400,000 of spend = £80,000 (based on VAT at 20%)

The other Partners will each reclaim VAT on £120,000 of spend = £24,000 (based on VAT at 20%)

- 3.3 The Partners agree that, so far as permitted by law, they shall not charge VAT on any amounts payable under this Agreement as a non-business supply.

4. Budgetary Control and Monitoring

- 4.1 The Head of Service ALN shall prepare a draft annual budget for consideration by the ALN Management Board and approval by each of the Partners as part of its budget setting process. The budget will be used to calculate the Financial Contribution from each Partner as identified in paragraph 2 above. The Host Authority is not authorised to operate or budget for an accumulative or deficit position. In the event that the annual accounts are closed in a deficit position, the deficit will be made good by the Partners contributing in the same proportions as the Financial Contributions to the annual budget. Any surplus shall be carried over and returned to the Partners in the same proportions as the Partners' Financial Contributions determined by the ALN Management Board.
- 4.2 The Host Agency's Section 151 Officer shall ensure there are mechanisms in place to enable budgets to be managed in line with the available resources and any variations to the budget are identified as early as possible. The Host Authority's Section 151 Officer will submit quarterly budget monitoring reports of ALN to the ALN Management Board. These reports will include explanations of any variances against the profiled budget. The ALN Management Board will review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to. Each year, the ALN Management Board shall be presented with a proposed budget for ALN for the following financial year by 30 September prior to the start of the financial year for agreement by 31 December recognising each Partner's budget cycle and subject to financial approval in accordance with the financial procedures and constitutional arrangements for the Host authority. The proposed budget shall be based on the 2019/20 budget subject to adjustments (where an increase or a decrease) to allow for:
- (i) indexation in line with local authority pay awards;
 - (ii) other changes in staff pay;
 - (iii) changes in the type, nature or quantum of the Service to be provided; and
 - (iv) changes in law, government policy and guidance and best practice.
- 4.3 Overspends (Deficit)
- 4.3.1 Whenever an overspend is projected, the Partners shall agree how to manage the overspend and shall keep the position under review. The Partners shall act in good faith and in a reasonable manner in agreeing the management of the overspend.
- 4.3.2 If at the end of any Financial Year, there is an overspend the Partners shall identify the reasons for the overspend and shall deal with such overspend in accordance with the following:
- 4.3.2.1 overspends relating to staffing related overhead costs shall be apportioned between the Partners in the same proportion as the Partners financial contributions determined by the ALN Management Board.
- 4.3.2.2 overspends relating to any other costs not covered in paragraph 4.3.2.1 shall be apportioned between the Partners in

the same proportion as the partners financial contributions determined by the ALN management Board

4.3.3 In the event that agreement cannot be reached, the Partners shall follow the Dispute Resolution Procedure

4.4 Underspends (Surplus)

4.4.1 Whenever an underspend is projected, the Partners, the underspend sum shall be returned to the Partners within thirty (30) days of the close of the Financial Year, subject to the following:

4.4.1.1 underspends relating to direct staffing costs or staffing related overheads shall be apportioned between the Partners in the same proportion as the partners financial contributions determined by the ALN management Board, or by mutual consent where exceptional circumstances exist that relate to the creation of the underspend.

4.4.1.2 underspends relating to any other costs not covered in paragraph 4.4.1.1 shall be apportioned between the Partners in the same proportion as the partners financial contributions determined by the ALN management board or by mutual consent where exceptional circumstances exist that relate to the creation of the underspend

4.4.2 In the event that agreement cannot be reached, the Partners shall follow the Dispute Resolution Procedure.

4.5 Reconciliation

At the end of each Financial Year, the Host Authority will lead on the reconciliation of expenditure within ALN attributable to the running of the Services within one council,

4.6 Other costs

As Host Authority, Islington may be requested to deliver additional services that incur costs above and beyond what is currently captured within existing resources. These costs will be captured and funded within the ALN budget and subject to the wider approval process.

4.7 Grants

4.7.1 The Host Authority shall ensure that all monies from any grants received in respect of ALN shall be applied in a proper manner and in accordance with any grant criteria.

4.7.2 The Host Authority shall be responsible for verifying and approving any grant returns, audit or other reporting requirements to the appropriate government or other body.

4.8 Accounting and Reporting Requirements

4.8.1 The Host Authority shall ensure that full and proper records for accounting purposes are kept in respect of ALN.

4.8.2 Each Partner shall ensure that where appropriate and practicable as agreed by the Partners, it keeps separate accounting records to record the costs of ALN.

4.8.3 Each Partner shall provide any necessary financial information with respect to ALN to the Host Authority on a quarterly basis.

4.8.4 The Partners shall hold quarterly monitoring meetings as part of the ALN Management Board meetings to discuss the financial performance of ALN.]

4.9 Annual accounts and audit following each year end

4.9.1 The Host Authority shall prepare the annual account for ALN in a manner compliant with the relevant legislation, regulations and guidance within any statutory timescales applicable and shall ensure that the relevant information is available for external inspection and scrutiny.

4.9.2 The Partners shall co-operate with the Host Authority and each other in respect of the preparation of the ALN account.

4.9.3 the draft annual ALN account shall be submitted to the ALN Management Board for approval within the statutory deadlines along with the annual audit letter prepared by the Host Authority's external auditor.

4.9.4 The cost of the external auditors in respect of the ALN account shall be borne by the ALN budget.

4.9.5 The ALN Management Board shall decide on any money surplus or deficit balance in accordance with paragraphs 4.4 and 4.5 of this Schedule 5.

5 Capital expenditure

5.1 Setting of the Shared Service ICT Capital Budget

5.1.1 The designated Chief Finance Officers (or their designated representatives) and the Head of Service ALN shall meet at least 3 (three) months before the end of each financial year to agree a proposed ALN Capital Budget and Programme for the following financial year for consideration by the ALN Management Board.

5.1.2 The ALN Management Board shall consider the proposed ALN Capital Budget and Programme and decide whether to recommend the budget and programme for approval by the Partners as part of their annual budget making process.

5.1.3 If the proposed ALN Capital Budget and Programme is approved by all the Partners, each Partner shall be responsible for meeting one sixth of the total cost of each ALN capital project funded from the agreed budget unless otherwise agreed by the partners.

5.2 Spending on ICT Capital Projects

5.2.1 No expenditure or commitment on an ALN Capital Project shall take place unless

5.2.1.1 the project has been included in the ALN Capital Budget and Programme; or

- 5.2.1.2 the project has been approved by the Head of Service ALN (following consultation with the Partners' designated Chief Finance Officers), and can be met from anticipated underspends in the ALN capital Budget and Programme; or
- 5.2.1.3 the project has been recommended by the ALN Management Board and subsequently approved by the Head of Service ALN where the cost can be met from anticipated underspends in the Shared Digital ICT Capital Budget and Programme.

5.3 Changes to the Shared Digital ICT Capital Budget and Programme

5.3.1 The ALN Management Board may recommend changes to the ALN Capital Budget and Programme to reflect;

- 5.3.1.1 alterations in overall resource assumptions;
- 5.3.1.2 unforeseen ALN capital spending requirements

for approval by the Partners.

5.3.2 Subject to any required additional financial resources being available any increase in the ALN Capital Budget and Programme requires the approval of each of the Partners.

5.4 Overspends

5.4.1 Where monitoring reports indicate that spend on an ALN capital project will exceed the financial provision for that scheme, the Head of Service ALN shall wherever possible, develop an action plan to eliminate such overspend.

5.4.2 Where such overspend cannot reasonably be eliminated, the Head of Service ALN Officer may authorise such overspend.

5.4.3 Any such authorisations must be reported to the Parties' designated Chief Finance Officers.

5.4.4 Any overspends not authorised under paragraph 5.4.2 must be approved by the Parties' designated Chief Finance Officers.

5.5 Underspends

Where there is an Underspend the Head of Service ALN may agree additional investment relating to the Service subject to the respective Partners' constitutions.

5.6 Accounting, monitoring and reporting

5.6.1 The Head of Service ALN shall be responsible for monitoring or procuring the monitoring of progress of the ALN capital projects and identifying any potential overspends on those projects and shall submit regular monitoring reports to the ALN Management Board.

5.6.2 The Partners shall ensure that full and proper records for accounting purposes are kept in respect of each ALN capital project.

5.6.3 Where an ALN capital project is being funded wholly or partly from an external capital grant, the Partner receiving the grant shall be responsible for ensuring that the conditions for receipt of the grant are met.

5.7 Authorisation

The Head of Service ALN shall be enabled to expend capital which has been previously authorised as part of the annual ALN capital budget. Other capital expenditure shall require unanimous agreement of the Partners.

6 Long term contracts

6.1 Contracts for goods, works and services must not exceed a period of three years during the Initial Period.

6.2 After the Initial Period, the Host Authority shall not enter into contracts exceeding a period of three years unless agreed by the ALN Management Board along with suitable arrangements for meeting all Host Authority obligations under the contract.

6.3 The Host Authority shall not enter into contracts that exceed the Term unless unanimously agreed by the ALN Management Board.

Schedule 6
Head of Service ALN

Name

Position

Contact details

Reports to

Accountable to

Job Purpose

Main areas of responsibility

Schedule 7

Assets

Part 1 Facilities for ALN staff

1. Each member of staff shall be provided with a lap top / desk top and mobile telephone.
2. The intention is that members of staff will continue to use IT and telephone hardware at the location where they are based supplied by the Partner that employed them prior to the TUPE transfer taking place. If any member of staff does not have the required hardware the primary obligation to supply it will rest with the Host Authority noting that Partners will be required to co-operate with the Host Authority and act reasonably to find a solution.
3. The cost of mobile phones will be met by the Host Authority from the Financial Contributions
4. The cost of provision, support, maintenance and replacement of laptops will be met by the Host Authority from the Financial Contributions.

Part 2 Facilities to be provided by each Partner:

1. Access to the Integrated Children's System of the Partner on a web based read only basis
2. Access to the network of each Partner (ability to send and receive e-mails and connect to the internet)

Part 3 Authority Premises

The Partners shall provide accommodation as follows:

Islington

Premises

Accommodation for [] staff

Barnet

Premises

Accommodation for [] staff

Camden

Premises

Accommodation for [] staff

Enfield

Premises

Accommodation for [] staff

Hackney

Premises

Accommodation for [] staff

Haringey

Premises

Accommodation for [] staff

Accommodation is to provide appropriate working space and associated facilities and services, including telephones and bookable meeting rooms as shall be appropriate for delivery of the Service for the Term

Staff ratio to be 10 staff to \geq [7] desks

Access to the accommodation to be 7am – pm on Working Days

Schedule 8 Management Board Governance Arrangements

1 Establishment

1.1 The board shall be called the ALN Management Board

1.2 These terms shall have effect from the first meeting of the ALN Management Board.

2 Powers and responsibilities of the ALN Management Board

2.1 The ALN Management Board shall be responsible for:

- acting as a consultative body and performing a check and challenge function to the Host Authority's performance of and proposals in relation to
- (i) the strategic delivery of the Service ;
- (ii) The day to day operation of the Service; and
- (iii) developments in legislation, guidance and best practice;
- if and when the opportunity arises making proposals for service improvements and innovations to Partners and the Host Authority;
- approving the annual budget and Financial Contributions, noting that the agreed method of establishing the annual budget and annual contribution is set out at Schedule 5 of this Agreement and on the express understanding that such approval shall be subject to each Partner's internal governance processes in relation to budgets and expenditure;
- actions required under clauses 7 (Annual ALN Plan), 16 (Quarterly Review) and 17 (Annual Review) of this Agreement
- providing an opportunity for dialogue between Partners, Third Sector Partners and invitees; and
- dispute resolution and exit arrangements.
- agreeing whether an organisation or representative can become a Third Sector Partner
- monitoring any key performance indicators and other data
- monitoring quality assurance

2.2 The ALN Management Board shall perform the tasks set out at bullet points 1 and 3 above in response to reports submitted by the Head of Service ALN as set out in the main body and other Schedules to this Agreement.

3 Third Sector Partner Involvement

3.1 Third Sector Partners engaged through clause 43 of this Agreement shall be entitled to be present for items in relation to the following:

- the strategic direction of ALN;
- service improvements and best practice; and
- changes in legislation and guidance.

3.2 For the avoidance of doubt, Third Sector Partners will not be entitled to be present for items in relation to the annual budget, Financial Contributions, dispute resolution and detailed (rather than general) discussions on procurement.

- 3.3 Third Sector Partners may be required to leave ALN Management Board meetings for some items on the agenda if in the opinion of the Partners the presence of the Third Sector Partner may prejudice or be perceived by others as prejudicing the proper and impartial conduct of a procurement, a grant award, legal action or litigation, disputes, budget setting or any other activity of ALN.
- 3.4 Third Sector Partners shall declare any interest that they may have in items on the agenda either in advance of the meeting of the ALN management Board or at the start of the meeting.

4. Service User Involvement

The ALN Management Board shall actively consider the extent to which Service Users including birth parents, adopters and adoptees can be invited to attend and contribute to ALN Management Board meetings. Invites may be extended on either an ad-hoc or “standing” basis.

5 Governance arrangements of the ALN Management Board

- The ALN Management Board shall be constituted by the appointment of one representative from each Partner. Each Partner shall also appoint a substitute member to attend and vote at meetings of the ALN Management Board in the absence of the appointed member.
- The initial members of the ALN Management Board and the members’ substitutes shall be those listed in Schedule 4 subject to replacement in accordance with the terms of this Agreement.
- The members of the ALN Management Board shall in the case of Partners be Directors of Children’s Services or persons acting under their delegated authority who shall be suitably qualified and experienced to act as members of a supervisory board for the Service and who shall be of the appropriate standing and seniority.
- It is preferable for decisions of the ALN management Board to be by consensus rather than by vote. However, two Partners may request a vote on an item of business in which case each Partner shall have one vote with decisions being made on a majority vote of those Partners participating and entitled to participate in the vote with the exception of the annual budget and Financial Contributions which shall require the express consent of each Partner.
- The ALN Management Board shall appoint one of the Partner members to act as Chair in all meetings of the ALN Management Board. The Chair shall be an employee of a Partner and shall have regard to the overall interests of the Service not just the interests of the Partner that they represent. The initial member of the ALN Management Board appointed as Chair shall be listed in Schedule 4 and this initial appointment shall be reviewed by the Partners annually.
- The ALN Management Board shall appoint one of the members to act as Vice Chair in all meetings of the ALN Management Board and such Vice Chair shall act as Chair in the event of the absence of the Chair at any meeting of the ALN Management Board. The Vice Chairperson shall be an employee of a Partner.
- A meeting of the ALN Management Board shall be quorate with the attendance of 50% of the members who are entitled to vote at such meeting.
- If a member of the ALN Management Board shall not be present at any meeting of the Management Board, his or her agreement to a decision or a course of action (in relation to

the Service and within the role of the responsibilities of the ALN Management Board) may be given in writing to the Chair or Vice Chair or the member may decide at her or his discretion for her /his substitute to attend and to vote on its behalf in relation to any such decision or course of action.

- The Partners each undertake that they have passed a resolution (or have the appropriate delegated authority) delegating the necessary authority to their representative on the ALN Management Board to enable the ALN Management Board to act in accordance with this Schedule 8 and to commit the Partners within the terms of and as contemplated by this Schedule 8.
- A Partner may remove any person acting from time to time as its representative on the ALN Management Board and another representative (who shall be duly qualified in accordance with the terms of this Schedule 8) for the relevant Partner shall be appointed in accordance with the provisions of this Schedule 8.
- No Partner shall remove a person as its representative on the ALN Management Board without first securing the appointment of another representative and advising the other Partners of the appointment of such representative in writing.
- The ALN Management Board shall meet as regularly as is necessary in order to perform its role in relation to ALN but in any event no less than once per quarter. The Host Authority shall give the Partners at least ten (10) Working Days written notice in advance of any meeting of the ALN Management Board. Such notice shall include an agenda for the issues to be discussed and any decisions or actions to be considered at such meeting. The ten (10) Working Days' notice period may be waived if all Partners agree or the matter is urgent (in the reasonable opinion of the Host Authority).
- Any Partner may request a meeting of the ALN Management Board by giving notice in writing to the Host Authority. Such notice shall detail the reason for the meeting request and shall include a draft agenda for such meeting.
- Meetings shall be held at the venue or venues agreed by the ALN Management Board at their first meeting which shall be held at Islington Town Hall.
- Minutes shall be taken at each meeting in the form of actions and decisions agreed. Minutes shall be presented to the next meeting of the ALN Management Board for its agreement.

6 Administrative Duties of the Host Authority

6.1 The Host Authority shall provide administrative support to the management board including:

- Arranging ALN Management Board meetings;
- Distributing agendas and papers;
- Minute taking and distribution; and
- Acting as secretariat to the ALN Management Board

Schedule 9

Information to be disclosed by Partner Transferors relating to employees

Personal details

Full name

Sex

Date of birth

Home address

Job title and Full Job Description (written job descriptions to be provided if in existence)

Work location

National Insurance Number and table letter

Bank account details for payment of salary

Remuneration and personnel issues

Date continuous employment commenced with the Partner Transferor and (if applicable) the commencement dates in local government

Contractual Notice to be provided by the Partner Transferor and Employee upon termination

Normal retirement date

Annual salary and rates of pay band/grade

Shifts, unsociable hours or other premium rates of pay

Hours of work

Overtime history for preceding 12 month period

Allowances and bonuses for preceding 12 month period

Outstanding loan/advances on salary or debts

Sickness absence and disciplinary records for immediately preceding two year period

Any performance assessment or appraisal details

Car allocation and/or allowance details

Details of any written grievances submitted for the preceding two year period

Details of any material breaches of employment contracts

Pensions

Details of scheme, and individual/employer's contributions

Confirmation that employer contributions have been paid in full.

Details of any current or pending applications for early retirement

Leave

Annual holiday entitlement and accrued holiday entitlement

Those currently on maternity leave or other long term leave of absence with details of the nature of their illness and the duration and dates of their absence due to that condition.

Those who have notified the Partner that they are pregnant

Those on sick leave

Other information

Existing training or sponsorship commitments

Details of any active disciplinary/inefficiency/competence or grievance proceedings or any matters which may give rise to such details of any existing or potential claims made by the employee against the employer including any court, employment tribunal or arbitration claims or any matters which may give rise to such.

Details of any enquiry, correspondence or contact between the Partner and the Commission for Racial Equality, the Equal Opportunities Commission, the Health and Safety Inspectorate and the Inland Revenue concerning Transferring Employees.

Details of any court judgment or current employment tribunal award in respect of any Transferring Employee.

Existence of any secondment arrangements

Existence of any arrangements for deductions from pay e.g. court orders, union subscriptions, student loans, family tax credit or any other similar deductions

Details of any policies relating to equal opportunities, disciplinary and grievance procedures, maternity and paternity provisions, flexible working, redundancy procedures and payments, redeployment, sickness absence and sick pay entitlement and retirement.

Details of enhanced DBS checks for all staff with the exception of business support staff.

A copy of any job evaluation scheme.

Dismissals

Details of all dismissals / resignations within the last 12 months including reasons for the dismissal / resignation

Details of all employees recruited within the last 12 months.

Collective bargaining

Details of the names of the trade union and other employee representatives.

Details of any trade union recognised by the Partner, giving the date and details of the recognition agreement (and a copy if available) and any pending negotiations.

Details of any other agreement, whether local or national with any trade union or other body of employee representatives (and copies if available) including any informal recognition and procedure arrangements and other arrangements honoured by 'custom and practice'.

Details of which, if any, of the terms of any collective agreement form part of individuals' terms and conditions of employment.

Working Time Regulations 1998

Copies of any individual, collective and workforce agreements entered into pursuant to the Working Time Regulations.

Health and Safety

Details of any health and safety committee / representatives.

Details of any health and safety complaints or recommendations over the last 5 years.

Trainees/Consultants

Details of all individuals working on training, work experience or similar schemes

Details of all consultancy agreements and self-employed personnel who are or may actually be employees.

Schedule 11

Assets Register

Schedule 12

Processing, Personal Data and Data Subjects

1. The Provider shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

| Description | Details |
|---------------------------------------|--|
| Subject matter of the processing | <i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i> |
| Duration of the processing | <i>[Clearly set out the duration of the processing including dates]</i> |
| Nature and purposes of the processing | <i>[Please be as specific as possible, but make sure that you Cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</i> |
| Type of Personal Data | <i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i> |
| Categories of Data Subject | <i>[Examples include: Staff (including volunteers, agents, and temporary workers), Councils/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website et</i> |

| | |
|---|--|
| <p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p> | <p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p> |
|---|--|