

A MEMORANDUM OF UNDERSTANDING FOR THE NORTH LONDON  
ADOPTION AND FOSTERING CONSORTIUM

THE MEMBERS OF THE CONSORTIUM ARE:

THE LONDON BOROUGH OF BARNET

AND

THE LONDON BOROUGH OF CAMDEN

AND

THE LONDON BOROUGH OF ENFIELD

AND

THE LONDON BOROUGH OF HARINGEY

AND

THE LONDON BOROUGH OF ISLINGTON

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AGREEMENT RELATING TO:

The establishment of the North London Adoption and Fostering Consortium

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THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2005

**BETWEEN:**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of Hendon Town Hall, The Burroughs, Hendon, London, NW4 4BG, (the "First Authority") and

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Camden Town Hall, Judd Street, London WC1H 9JE (the "Second Authority") and

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ENFIELD** of Civic Centre, Silver Street, Enfield, Middlesex EN1 3XA (the "Third Authority") and

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, High Road, Wood Green, London, N22 8LE (the "Fourth Authority") and

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of 222 Upper Street, London N1 1XR (the "Fifth Authority")

Hereinafter collectively referred to as the "North London Adoption and Fostering Consortium" or "NLAFC"

**INTRODUCTION**

- (1) The parties to this Agreement ("the NLAFC Members") are all Local Authorities who have joined together to form a Consortium.
- (2) The purpose of the NLAFC is to meet the placement needs of North London children and young people, to recognise the life long implications of adoption and fostering for all parties, to identify and address areas of common interest to member agencies and to work in ways that are rational and cost effective.
- (3) NLAFC members wish to enter into this Agreement to record their respective rights and obligations to each other.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement the words and expressions listed below shall have the following meanings:

**NLAFC Programme Manager**

Means the individual employed by the Fourth Authority for this purpose. A copy of the Job Description and Person Specification is attached at Appendix 1.

**Lead Authority**

Means the NLAFC Member that has taken on the responsibility of managing and administering the setting up of a legally binding contract, which the NLAFC proposes to enter into.

<b>NLAFC Member</b>	Means the parties to this Agreement
<b>North London</b>	Means the London Boroughs of Barnet, Camden, Enfield, Haringey and Islington
<b>Quarterly Meetings</b>	Means the meetings between the Service Managers and the Consortium Manager one of which will include Team Managers
<b>Reduced Financial Contribution</b>	Means the financial contribution made by the Fourth Authority after deduction of reasonable administration costs incurred in managing the finances of the NLAC and producing an annual statement of accounts.
<b>Service Manager</b>	Means a manager able to make decisions relating to the commitment of resources
<b>Service Users</b>	Means adults or children who are involved in the process of adoption
<b>Six Weekly Meetings</b>	Means the meetings between the Adoption and Fostering Team Managers and the Consortium Manager

1.2 In the construction of this Agreement, unless the context otherwise requires:

- (a) references to legislation include all subsequent legislation amending replacing or re-enacting it and any regulation made or guidance issued under it (where appropriate);
- (b) references to Clauses, Schedules and Appendices are to clauses, Schedules and Appendices to this Agreement unless stated otherwise;
- (c) references to the masculine include the feminine and references to the singular include the plural and vice versa;
- (d) the index and headings are for ease of reference and do not affect its interpretation;
- (e) references to any party include their successors and assignees;
- (f) terms defined in any relevant guidance have the same meaning in this Agreement except where the definitions conflict when the meaning in this Agreement shall take precedence; and
- (g) references to organisations include all bodies, persons, companies, trusts and unincorporated associations

## 2. DURATION

2.1 This Agreement commences on 1<sup>st</sup> September 2010 and will continue until terminated in accordance with clause 12.

### **3. OBJECTIVES OF THE NLAFC**

3.1 The objectives of the NLAFC are to:-

- 3.1.1 Ensure that the promotion of equality and the elimination of discrimination are central to the work of the NLAFC members
- 3.1.2 Support members in achieving Ofsted requirements, adoption and fostering standards and targets
- 3.1.3 Provide staff development and training opportunities
- 3.1.4 Ensure compliance with the legislative framework
- 3.1.5 Achieve best practice in adoption and fostering
- 3.1.6 Allocate resources to ensure the NLAFC operates on a sound financial basis
- 3.1.7 Regularly exchange information about children needing placement and available families
- 3.1.8 Value the involvement and perspective of service users in all aspects of the work
- 3.1.9 Design, develop and commission services that are inclusive, efficient and cost effective
- 3.1.10 Enable information resources and skills to be shared and initiatives monitored e.g. the preparation and assessment of adopters and foster carers
- 3.1.11 Achieve uniformity and consistency as appropriate
- 3.1.12 Liaise with other consortia on local, regional and national basis to improve practice
- 3.1.13 Respond jointly to matters of common concern
- 3.1.14 Liaise with central government departments
- 3.1.15 Work closely with named Voluntary Sector organisations in relationship to domestic and inter-country adoptions

### **4. ESTABLISHMENT OF THE NLAFC**

- 4.1 The NLAFC Member's agree that this Agreement does not intend to create and nor create a legally binding contractual relationship between the NLAFC Members
- 4.2 Nothing in this Agreement shall be deemed to constitute or be deemed to constitute a partnership between the NLAFC Members
- 4.3 Where the NLAFC enters into a legally binding contract, each NLAFC Member shall become a separate party to that legally binding contract and severally liable only
- 4.4 The NLAFC as an individual body shall have no legal existence other than that held individually by the NLAC Members

### **5. LEAD AUTHORITY**

- 5.1 The roles, responsibilities and obligations of the Lead Authority shall be determined by the NLAFC Members on a project to project basis and exercised subject to the approval of the NLAFC Members.

5.2 The Lead Authority, with the assistance of the Programme Manager, shall manage and administer the setting up of a legally binding contract, which the NLAFC Members propose to enter into.

5.3 Each NLAFC Member shall take turns to provide a chair for the NLAFC. The function of this position is to chair the panel of Service Managers and to provide professional support to the Programme Manager.

5.4 Notwithstanding clause 5.3, flexibility will be allowed to choose the most appropriate NLAFC Member to take on the role of the chair where the NLAFC Member whose turn it is to take on the role is unable to do so.

## **6. ROLES AND RESPONSIBILITIES OF THE NLAFC MEMBERS**

6.1 Each NLAFC Member (except the Fourth Authority) shall make equal payments to the Fourth Authority's Children and Young People's Services Directorate for the purposes of funding the NLAFC. The Fourth Authority shall make a Reduced Financial Contribution to reflect the reasonable administration costs it incurs in managing the finances of the NLAFC and producing an annual statement of accounts.

6.2 The Fourth Authority shall submit evidence of the reasonable administration costs they have incurred (as referred to in 6.1 above) at one of the Quarterly Meetings for the NLAFC Members to approve. Approval shall not be unreasonably withheld.

6.3 The monies paid in by the NLAFC Members (as referred to in 6.1 above) shall be used for:

6.3.1 Paying the salary of the Programme Manager

6.3.2 Managing and running the NLAFC

6.3.3 Achieving the objectives of the NLAFC as set out in clause 3 above.

6.4 The payments referred to in clause 6.1 above shall be made on a yearly basis, and the level of contribution to be paid shall be decided by the NLAFC Members during the half day meeting referred to in clause 10.1.3. In deciding the level of contribution to be made, the NLAFC Members shall take account of the spending level within the previous year.

6.5 Should a NLAFC Member choose to leave the NLAFC prior to the end of any legally binding contract, which the NLAFC Members have entered into, that NLAFC Member shall remain responsible for their own payments due under that legally binding contract.

6.6 Where the NLAFC Members have entered into a legally binding contract, if an NLAFC Member fails to exercise any contractual rights or utilize any benefit under that contract that will not justify a decrease in payments, which the NLAFC Member is required to pay under clause 6.1.

## **7. VOLUNTARY ADOPTION AGENCIES**

7.1 The NLAFC also includes two Voluntary Adoption Agencies:

7.1.1 Norwood Ravenswood of 1<sup>st</sup> Floor, Broadway House, 80-82 The Broadway, Stanmore, Middlesex, HA7 4HB, and Company Number: 03263519, Registered Charity Number: 1059050

7.1.2 Vacancy

7.2 The Voluntary Adoption and Fostering Agencies :

7.2.1 Are not involved in any decision making in the NLAFC

7.2.2 Do not contribute financially to the NLAFC

7.2.3 Are not parties to this Agreement

7.2.4 Do exchange ideas and share knowledge with the NLAFC Members

### **Notice Period/ Replacement of Voluntary Adoption Agencies**

7.3 Should one or both of the Voluntary Adoption Agencies want to leave the NLAFC, the Voluntary Adoption Agency must serve one (1) calendar month's written notice on the Lead Authority

7.4 Where the NLAFC Members, by majority agreement, require one or both of the Voluntary Adoption Agencies to leave the NLAFC, the Lead Authority must serve one (1) calendar month's notice on the relevant Voluntary Adoption Agency

7.5 Where either or both of the Voluntary Adoption Agencies have left the NLAFC, the NLAFC Members may seek a replacement Agency by writing to all or any of the Voluntary Adoption Agencies operating in North London. Any Voluntary Adoption Agency invited to join the NLAFC must be registered with Ofsted.

## **8. DISPUTE RESOLUTION**

8.1 Any disputes shall initially be brought to the Six Weekly meetings, at which the dispute shall be discussed with a view to finding a solution.

8.2 If the dispute cannot be resolved at the Six Weekly Meeting, the dispute shall be brought for resolution to the next Service Managers Quarterly Meeting.

8.3 If the dispute cannot be resolved by the Service Managers, a meeting of the Assistant Directors and/or Lead Officers for Children's Services of each NLAFC Members' Borough shall be convened. The Assistant Directors and/or Lead Officers shall then decide how the dispute shall be resolved.

## **9. TERMINATION / WITHDRAWAL AND ITS CONSEQUENCES**

- 9.1 The NLAFC Members may terminate this Agreement at any time upon the unanimous agreement of the parties or upon the agreement of the majority of NLAFC Members still being NLAFC Members immediately before the decision to terminate the Agreement is taken.
- 9.2 The NLAFC Members recognise that the success of the NLAFC depends upon the mutual co-operation of all the NLAFC members and the withdrawal of any member may have serious administrative and financial repercussions for the remaining NLAFC Members and any NLAFC Member withdrawing from the NLAFC shall:
- 9.2.1 give twelve months notice in writing of withdrawal to all other NLAFC Members
  - 9.2.2 i compensate the remaining NLAFC Members for any expenses reasonably incurred by them as a consequence of the withdrawal.

## **10. PROJECT MANAGEMENT ARRANGEMENTS / STRATEGIC PLANNING**

### **10.1 Meetings**

- 10.1.1 Quarterly Meetings shall be held for the purpose of monitoring any legally binding contract that the NLAFC has entered into. The Service Managers' of each NLAFC Member shall be committed to attending each Quarterly Meeting.
- 10.1.2 Adoption and Fostering Team Managers or their duly authorised representative and the Programme Manager shall meet at the Six Weekly Meetings to ensure access to the services under any legally binding contract that the NLAFC Members have entered into.
- 10.1.3 A meeting of half a days duration each year shall be held for Adoption Team Managers/ Fostering Team Managers and Service Managers to plan the strategic direction of the NLAFC for the proceeding year. This meeting will count as one of the Quarterly Meetings.
- 10.1.4 During the proceeding year, three further meetings shall be convened for Service Managers to meet and monitor the progress of the strategic plans that have been put in place.

### **10.2 Appointment of the Chair**

- 10.2.1 Each Chair shall be appointed from the Service Managers of each NLAFC Members' borough council, and shall usually serve for a period of 12 calendar months.
- 10.2.2 The appointment of the chairperson will take place in September of each year.

## **11. CONFIDENTIALITY**

- 11.1 The NLAFC Members agree to keep confidential all information that is shared between them in relation to children, prospective and approved adopters and foster carers, birth family members and other Service Users in accordance with the provisions of the Data Protection Act 1998. All NLAFC Members agree to comply with the provisions of the Freedom of Information Act 2000.
- 11.2 The foregoing restriction shall not apply to:
- (a) information which at the time of disclosure is generally available to the public other than by breach of this Clause;
  - (b) information which is lawfully received from a third party without restrictions;
  - (c) information which is in possession of the receiving party (without restrictions) before the date of receipt from the disclosing party;
  - (d) information which is required to be disclosed by law.
- 11.3 This Clause shall remain in full force and effect notwithstanding any termination of this Agreement.

## **12. PUBLICITY**

- 12.1 The NLAFC members recognise their respective public reputations and legal responsibilities. Each NLAFC Member shall use all reasonable endeavors not to harm or compromise these.

## **13. WAIVER**

13.1 The failure of any party to this Agreement to exercise any right or remedy shall not constitute a waiver of that right or remedy. A waiver is only effective if communicated to the other parties in writing.

## **14. NOTICE**

- 14.1 Any notice or other document to be served under this Agreement may be delivered or sent by prepaid first class recorded delivery post or facsimile process to any of the NLAFC Members to be served at the address of that NLAFC Member identified at the head of this Agreement or at any other address or to any other fax number or address as it may have notified to the other party.
- 14.2 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery letter or that the facsimile message was properly addressed and despatched.

## **15. FORCE MAJURE**

**Neither party shall be liable to the other for any failure to perform its obligations under the agreement where such performance is rendered impossible by circumstances**



**beyond its control , but nothing in this condition shall limit the obligations of the NLAFC Members to use their best endeavors to fulfill their obligations under this agreement**

**16. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

**17. EXCLUSION OF THIRD PARTY RIGHTS**

17.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Legally binding contracts (Rights of Third Parties) Act 1999.

**18. SURVIVAL OF CLAUSES**

The following clauses shall survive the expiry or termination of this Agreement  
Clause 1 Definitions and Interpretations  
Clause 14 Confidentiality  
Clause 17 Notices  
Clause 20 Survival of Clauses

**IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED AS A DEED  
THE DAY AND YEAR FIRST BEFORE WRITTEN:**

The Common Seal of  
**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF BARNET**  
was hereunto affixed in the presence of:

\_\_\_\_\_  
Authorised Officer

The Common Seal of  
**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF CAMDEN**  
was hereunto affixed in the presence of:

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Authorised Officer

The Common Seal of  
**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF ENFIELD**  
was hereunto affixed in the presence of:

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Authorised Officer

The Common Seal of  
**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF HARINGEY**  
was hereunto affixed in the presence of:

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Authorised Officer  
The Common Seal of  
**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF ISLINGTON**  
was hereunto affixed in the presence of:

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Authorised Officer