

Dated

2021

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

and

NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY

GOVERNANCE ARRANGEMENTS

AGREEMENT

**Relating to the Hosted / Lead Discharge of Functions and Delivery of Services
pursuant to the Agreements made under s101 of the Local Government Act
1972**

Anthony Collins Solicitors LLP

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Birmingham, B3 2 ES

Ref. MM/51240.0001

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THIS AGREEMENT is made the

day of

2021

BETWEEN

- (1) **THE WEST NORTHAMPTONSHIRE SHADOW AUTHORITY** of One Angel Square, Angel Street, Northampton, NN1 1ED (“WNC”)
- (2) **THE NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY** of Sheerness House, 41 Meadow Street, Kettering (“NNC”)

WHEREAS

Pursuant to the Northamptonshire (Structural Changes) Order 2020 on the 1 April 2021

- (A) the County of Northamptonshire is abolished as a local government area and the Northamptonshire County Council is wound up and dissolved
- (B) the West Northamptonshire districts are abolished as local government areas and the West Northamptonshire councils are wound up and dissolved
- (C) the North Northamptonshire districts are abolished as local government areas and the North Northamptonshire councils are wound up and dissolved
- (D) a new non-metropolitan county and a new non-metropolitan district each to be known as West Northamptonshire is constituted (in each case) for the area of the West Northamptonshire Districts
- (E) a new district council to be known as West Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of West Northamptonshire
- (F) a new non-metropolitan county and a new non-metropolitan district each to be known as North Northamptonshire is constituted (in each case) for the area of the North Northamptonshire Districts
- (G) a new district council to be known as North Northamptonshire Council is established as the sole principal authority for the non-metropolitan district of North Northamptonshire
- (H) Between 11 May 2020 and the fourth day after the 2021 election of councillors to the West Northamptonshire Council and the North Northamptonshire Council (“the shadow period”) there shall be a West Northamptonshire “shadow authority” (“West Northamptonshire Shadow Authority”) and a North Northamptonshire “shadow authority” (“North Northamptonshire Shadow Authority”)
- (I) The shadow authorities have all the powers of a non-metropolitan county council and a district council and shall become respectively the West Northamptonshire Council and the

North Northamptonshire Council on the fourth day after the 2021 election of councillors to said Councils.

- (J) During the shadow period the shadow authorities are under a duty to take all such practical steps as are necessary or expedient to prepare for the transfer of services from Northamptonshire County Council to the West Northamptonshire Council and the North Northamptonshire Council and to ensure the continuation of delivery of public services after 1 April 2021
- (K) Pursuant to their powers under the Local Government Act 1972 the shadow authorities have agreed that for a specified time the functions and services previously exercised and provided by Northamptonshire County Council shall be delivered and provided by one of the shadow authorities, acting as the host or lead authority, for and on behalf of the other authority
- (L) The shadow authorities have entered into agreements providing for the discharge of functions and the delivery of the services pursuant to Section 101 of the Local Government Act 1972 (“the s101 Agreements”)
- (M) The shadow authorities, during the term the s101 Agreements, shall agree arrangements for the exercise of the functions upon the expiry of the s101 Agreements
- (N) The shadow authorities have agreed to establish a Joint Committee pursuant to Sections 101(5) and 102 of the Local Government Act 1972 and Section 20(1) of the Local Government Act 2000 for the purpose of discharging the Functions and the delivery of Services provided for under the s101 Agreements in which the Joint Committee shall be supported by Joint Officer Boards established under the s101 Agreements
- (O) This Agreement shall bring into effect the Joint Committee and shall set up and regulate the relationships between Joint Committee and the Councils and the Joint Committee and the Joint Officer Boards
- (P) Each Party is committed to the principles of partnership working and sound investment in the future so that added value can be demonstrated in terms of expertise, innovation and investment to deliver added value to the customer.
- (Q) Without prejudice to the intention of the Parties to establish a Joint Committee the Parties shall keep under review whether the Joint Committee Services are best managed through the mechanism of a Joint Committee and if not may consider alternative mechanisms.

THIS DEED WITNESSES:

1. INTERPRETATION

1.1 In this Agreement:

“Arbitrator / Expert” means the person appointed in accordance with Clause 36.1 to 36.3.5

“Chair” means the JC Member elected as Chair of the Joint Committee under Clause 5 [*Chair and Vice-Chair*];

“Commencement Date” means 1 April 2021;

“Confidential Information” means information which is disclosed by a Party or its staff in connection with this Agreement which is expressed to be confidential or which the other Party ought reasonably to regard as being confidential to the disclosing Party whether or not such information is expressly stated to be confidential or marked as such;

“Contracting Party” means the Party which has contracted with a third party under a Supplier Contract;

“Controller” has the meaning set out in the Data Protection Legislation;

“Council” means West Northamptonshire Council or North Northamptonshire Council as the context dictates;

“Data Breach” has the meaning set out in the Data Protection

Legislation;

“Data Protection Legislation”

means all Law relating to privacy and the processing of personal data, or any replacement EU or UK data protection or related privacy Law in force in England and Wales, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office;

“EIR”

means the Environmental Information Regulations 2004 and any successor legislation and any guidance and / or codes of practice issued by the Information Commission in relation to such legislation;

“Employment Costs”

means all salaries, wages, sick pay, holiday pay, pension contributions, redundancy pay, expenses (including, but not limited to travel and subsistence allowances) income and other taxes, national insurance contributions and levies of any kind, for which an employer is accountable and all other normal employment costs

“Function”

means the Function to be discharged by the Host or Lead Authority for the Receiving Authority pursuant to the s101 Agreements;

“Host Authority”

means the Host Council for the Function and the Services;

Intellectual Property Rights

means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom);

“JC Meeting”

has the meaning given in Clause 6.1 [*Meetings of*

the Joint Committee];

“JC Members”

means members of the Joint Committee appointed under Clause 4 [*Joint Committee Members*] of this Agreement;

“Joint Committee

means the committee appointed by the Councils under Section 102(1)(b) of the Local Government Act 1972;

“Law”

means any of the following in force in England and Wales:

(1) any Act of Parliament or subordinate legislation within Section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative, and any enforceable community right within Section 2 of the European Communities Act 1972;

(2) any applicable guidance, direction or determination with which either Council is bound to comply; and

any applicable judgment of a relevant court of law which creates binding precedent in England and Wales;

“Lead Authority”

means the Lead Council for the Function and the Services;

“Material Breach”

means a breach of this Agreement that is of sufficient seriousness having regard to the nature of the breach, the consequences of the breach for any Party, the significance of the breach in the context of this Agreement, and shall include (without limitation) in particular the failure to pay sums due under this Agreement;

“Monitoring Officer”

means the officer designated by a local authority as the person responsible for the proper and lawful administration of its affairs as required by section 5 of the Local Government and Housing Act 1989;

“Month”	means calendar month
“Municipal Year”	means each complete period of 12 (twelve) Months from 1 April to 31 March;
“Officer”	means an employee of either Party;
“Parties”	means West Northamptonshire Shadow Authority and North Northamptonshire Shadow Authority and “Party” shall be construed accordingly. From the fourth day after the 2021 election of local councillors “Parties” shall mean the West Northamptonshire Council and the North Northamptonshire Council and “Party” shall be construed accordingly;
“Personal Data”	has the meaning set out in the Data Protection Legislation;
“Processor”	has the meaning set out in the Data Protection Legislation;
“Processing”	has the meaning set out in the Data Protection Legislation;
“Procurement Agent”	means the Council appointed from time to time by the Joint Committee to procure a contract for the provision of goods or services on behalf of the Joint Committee;
“the 2000 Regulations”	means the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000 (SI 2000 No 2851) as amended by SI 2001/3961;
“Receiving Authority”	“means the Council receiving the Hosted or Lead Function and Services;
“Secretary”	means the secretary of the Joint Committee appointed under Clause 8 [<i>Secretary</i>];
“Services”	means the Services delivered by the Host or Lead Authority for the Receiving pursuant to the

s101 Agreements;

“Supplier”	means such person contracted to supply goods or services under a Supplier Contract;
“Supplier Contracts”	means any contract for the supply of goods or services entered into by either Council which is to be made available to the Joint Committee
“Vice-Chair”	means the JC Member elected as Vice-Chair of the Joint Committee under Clause 5 [<i>Chair and Vice-Chair</i>]; and
“Working Days”	means the days on which the Parties’ offices are open to the public.

1.2 In this Agreement (unless the context requires otherwise):

- 1.2.1 references to Clauses, Schedules and Paragraphs are to clauses, schedules and paragraphs of this Agreement. Any reference to a Sub-clause or Sub-paragraph is to the relevant sub-clause or sub-paragraph of the Clause or Schedule in which it appears;
- 1.2.2 the contents page and headings are not to affect its interpretation;
- 1.2.3 the masculine includes the feminine and neuter and the singular includes the plural and vice versa;
- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and all regulations, determinations, directions and statutory guidance made or given under it. As between the Councils, no such amendment or modification is to apply to this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights, of any Council;
- 1.2.5 **“consent”** or **“approval”** means the prior written consent of the consenting or approving Council;
- 1.2.6 the terms **“including”** and **“in particular”** are illustrative only and are not intended to limit the meaning of the words which precede them; and

1.2.7 “**persons**” includes natural persons, firms, partnerships, companies, industrial and provident societies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

1.3 The Schedules are part of this Agreement and are to have effect as if set out in full in the body of this Agreement. References to this Agreement include the Schedules.

2. ESTABLISHMENT OF JOINT COMMITTEE

2.1 In exercise of their powers under the Northamptonshire (Structural Changes) Order 2020 and Sections 101(1) (a) 101 (5) and 102 of the Local Government Act 1972 and Part 1A Chapter 2 Section 9EB of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation, the shadow authorities (“the Parties”) have agreed to establish a Joint Committee called “[]” to exercise the functions of the Parties in respect of those Functions delivered under the s101 Agreements as detailed in Schedule 1 from 1 April 2021.

2.2 Each Party represents to the other that it has validly passed a resolution or otherwise obtained lawful authority to appoint the Joint Committee and seal this Agreement.

2.3 Each Party warrants that it shall not do or omit to do or permit to be done anything which prevents or inhibits or seeks to prevent or inhibit the Joint Committee from carrying out all or any of its functions.

2.4 The Parties shall at all times co-operate with each other and shall work within the spirit of openness, honesty, trust and with a friendly approach and respect of each other.

3. COMMENCEMENT AND DURATION

3.1 This Agreement shall commence on the Commencement Date and shall continue in force from year to year **PROVIDED THAT** this Agreement may be terminated:

3.1.1 by either Party serving not less than twelve notice in writing upon the other expiring on the fifth anniversary of the Commencement Date; or

3.1.2 in the event of a Material Breach of this Agreement in accordance with Clause 23; provided that this Clause 3 may be amended by the agreement of the Parties

4. JOINT COMMITTEE MEMBERS

4.1 The Parties shall each appoint [enter number] JC Members to the Joint Committee.

4.2 JC Members shall be elected Councillors of either Council.

4.3 Each JC Member shall remain in office for the period of this Agreement unless removed by his/her appointing Council under Clause 4.4 or ceases to be a JC Member under Clause 4.5.

- 4.4 Either Party may change or replace its JC Members at any time by giving the other written notice of any change within 5 (five) Working Days of it occurring.
- 4.5 A JC Member shall immediately cease to be a JC Member should he/she cease to be a Councillor of the his/her appointing Council.
- 4.6 JC Members shall comply with their appointing Council's Members Code of Conduct.
- 4.7 The proceedings of the Joint Committee shall not be invalidated by any vacancy among the JC Members nor by any defect in the appointment or qualification of any JC Member.

5. CHAIR AND VICE-CHAIR

- 5.1 The Joint Committee must have a Chair and a Vice-Chair. [Both shall be JC Members elected by the Joint Committee on an annual basis].
- 5.2 Each Chair and Vice-Chair shall be appointed by the Joint Committee at the first JC Meeting after the commencement of this Agreement and thereafter at the first JC Meeting after the start of each Municipal Year.
- 5.3 Each Chair and Vice-Chair appointed under Clause 5.1 shall not be a JC Member from the same Council as the previous Chair and Vice-Chair.
- 5.4 The Chair and Vice-Chair shall at no time be JC Members from the same Council.
- 5.5 The Chair and Vice-Chair may resign from their positions at any time (without necessarily resigning as JC Members at the same time).
- 5.6 [The Chair and Vice-Chair may be removed during their term of office only at a JC Meeting with a majority of the total number of JC Members at the time in favour. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he/she should not be removed.]
- 5.7 If the Chair or Vice-Chair is removed or resigns from their terms of office under Clauses 5.5 or 5.6 the Joint Committee shall appoint a new Chair or Vice-Chair for the remainder of the previous Chair's term of office providing that the appointment shall be made from the same Council's JC Members as the previous Chair or Vice-Chair.
- 5.8 The Chair is to chair all JC Meetings at which he/she is present unless he/she unable to do so.
- 5.9 If the Chair is not present within 5 (five) minutes after the starting time of a JC Meeting or if the Chair unable to chair a JC Meeting, then the Vice-Chair must chair that JC Meeting unless he/she unable to do so.
- 5.10 If both the Chair and the Vice-Chair are not present within 5 (five) minutes after the start time of a JC Meeting or both are unable to chair the JC Meeting then the Joint Committee must elect 1 (one) of the JC Members who is present to chair the JC Meeting.
- 5.11 The responsibilities of the Chair are to:

- 5.11.1 act as an ambassador for the Joint Committee and to represent the views of the Joint Committee to the Parties, other organisations and general public;
 - 5.11.2 ensure that JC Meetings are conducted efficiently;
 - 5.11.3 give all JC Members an opportunity to express their views;
 - 5.11.4 establish a constructive working relationship with, and to provide support to the Joint Officer Board and any sub-committees or Officers of the Councils to whom the Joint Committee has delegated its functions under Clause 16 [*Delegation by Joint Committee*];
 - 5.11.5 encourage the Joint Committee to delegate sufficient authority to any sub-committee to enable the Joint Committee to carryout its business effectively between JC Meetings; and
 - 5.11.6 ensure that the Joint Committee monitors the use of any delegated powers.
- 5.12 The role of the Vice-Chair is to deputise for the Chair during any period of his absence and, for that period, his/her functions shall be the same as those of the Chair.
- 5.13 Except to the extent that this Agreement provides otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other JC Member.

6. MEETINGS OF THE JOINT COMMITTEE

- 6.1 The Joint Committee shall meet at least [monthly] [and otherwise as required].
- 6.2 Meetings of the Joint Committee ("JC Meeting") shall be held at [One Angel Square, Angel Street, Northampton, NN1 1ED] at such time as the Chair decides.
- 6.3 A meeting may be called on shorter notice if all the JC Members agree.
- 6.4 Notice of a JC Meeting must be given to the Monitoring Officer of each Party.
- 6.5 No business may be transacted at a JC Meeting unless a quorum is present.
- 6.6 The quorum for a JC Meeting is [2 (two)] JC Members present [1 (one)] of whom must be a West Northamptonshire Council JC Member and [1 (one)] of whom must be a North Northamptonshire Council JC Member.
- 6.7 If a quorum is not present within 15 (fifteen) minutes after the start time of the JC Meeting or a quorum ceases to be present during a JC Meeting it must be adjourned to such time and place as the Joint Committee decides.
- 6.8 Without prejudice to the above, the conduct of the Joint Committee, the JC Members and the proceedings JC Meetings shall be accordance with the Committee Procedure Rules of West Northamptonshire Council.
- 6.9 JC Meetings shall be open to the public and the press in accordance with the Access to Information Rules of West Northamptonshire Council.

7. DECISION MAKING

- 7.1 Subject to the provisions of any enactment all questions coming before the Joint Committee shall be decided by a simple majority of the JC Members present voting thereon.

8. SECRETARY

- 8.1 A named Officer shall be appointed by each Party as a Secretary to the Joint Committee. The Secretary shall provide secretarial support to the Joint Committee and shall attend and take notes of all JC Meetings and decisions made by the Joint Committee and within 5 (five) Working Days of a JC Meeting shall provide copies of the notes to all of the JC Members and the Monitoring Officer of each Council.
- 8.2 The Secretaries shall alternate their attendance at the JC Meetings and shall cooperate with each other in the performance of the role.

9. MONITORING OFFICER

The Monitoring Officer of either Party shall act as the monitoring officer for the purposes of Section 5 of the Local Government and Housing Act 1989 in respect of all the Joint Committee actions.

10. LEGAL ADVICE

- 10.1 The Joint Committee shall submit requests for legal advice to the Director of Legal and Democratic Services of either Party. The cost of legal advice to the Joint Committee shall be borne equally by the Parties.

11. ACCOMODATION

- 11.1 The Parties shall each make available working space and associated facilities and services (including internet connection to facilitate remote access) such as to accommodate and enable the carrying on of the business of the Joint Committee, the JC Members and support staff at the principal offices of each Party.
- 11.2 The Parties hereby grant a licence to the Joint Committee, the JC Members and support staff to allow entry to their principal offices and other premises as may be required for the purpose of carrying on the business of the Joint Committee and to utilise such associated services and facilities as shall be provided from time to time in accordance with this Clause 11.

12. ASSETS

- 12.1 The Parties shall agree from time to time and as required as to the utilisation of and / or transfer to the Joint Committee of any of the Parties' assets for the purpose of this Agreement.

13. SUPPORT SERVICES

13.1 The Parties shall provide such administrative and support services to the Joint Committee as may be required on such terms as may be agreed from time to time between the Parties.

14. TERMS OF REFERENCE OF THE JOINT COMMITTEE

14.1 As per the Constitutions approved by NNC and WNC

15. DELEGATION BY THE JOINT COMMITTEE

15.1 Sub-committees

15.1.1 The Joint Committee may in accordance with Regulation 11(4) of the 2000 Regulations establish sub-committees consisting of those persons whom the Joint Committee decides and may delegate to a sub-committee any of its functions and revoke a delegation at any time.

15.1.2 Each sub-committee must comprise a majority of JC Members but can include persons other than JC Members.

15.1.3 The members of a sub-committee are to be appointed by the Joint Committee, but the Joint Committee may give a sub-committee the right to co-opt individuals to its membership.

15.1.4 The Joint Committee is to determine the chair of each sub-committee.

15.1.5 Each member of a sub-committee (including the chair) is to hold office from the date of his/her appointment until the term of office for which he/she has been appointed expires or until he/she resigns or is removed by the Joint Committee from the sub-committee or ceases to be a Councillor or Officer of either Council.

15.1.6 The Joint Committee must determine the quorum for each sub-committee it establishes. The quorum for each sub-committee must include at least 1 (one) JC Member from each Council.

15.1.7 The Joint Committee must specify financial limits within which a sub-committee may function.

15.1.8 Every sub-committee must report its proceedings and decisions to the Joint Committee as the Joint Committee determines.

15.1.9 Only sub-committee members who are JC Members are eligible to vote at meetings of the sub-committee unless the Joint Committee decides otherwise.

15.1.10 Nothing in this Clause 16.1 prevents the day to day operation of the functions of the Joint Committee being undertaken by officers and employees of the Councils

but all decisions on policy must be taken to the Joint Committee or (when authorised by a delegation made under this Clause 15.1) by a sub-committee

16. OFFICERS

- 16.1 Subject to Clause 16.2 the Joint Committee may, in accordance with Regulation 11(4) of the 2000 Regulations, arrange for the discharge of its functions by 1 (one) or more Officers of either Council.
- 16.2 The Joint Committee may only arrange for the discharge of its functions to Officers offered by either Council as being available and capable of performing those functions.
- 16.2.1 The Joint Committee must specify the financial limits within which an Officer may function.
- 16.2.2 Each Officer appointed by the Joint Committee under Clause 16.1 must report to the Joint Committee on his/her exercise of the functions of the Joint Committee as the Joint Committee determines.
- 16.2.3 Each Officer appointed by the Joint Committee under Clause 16.1 is to hold such office from the date of his/her appointment until the term of office for which he/she has been appointed by the Joint Committee expires or until he/she resigns or is removed by the Joint Committee or his/her employing Council ceases to be an employee of his/her employing Council

17. JOINT OFFICER BOARD

- 17.1 The Parties shall establish a Joint Officer Board in respect of the functions discharged and the services delivered under the s101 Agreements as set out at Schedule 9.
- 17.2 The Joint Officer Boards shall support and advise the Joint Committee in accordance with Joint Officer Board Terms of Reference as set out at Schedule 9.

18. STAFF

- 18.1 The Parties shall provide that sufficient and appropriate staff be made available to undertake and manage the activities and functions of the Joint Committee.
- 18.2 Any member of staff provided to perform the activities and functions of the Joint Committee shall be required to report to the Joint Committee unless the terms of their employment require otherwise.
- 18.3 Each Party warrants and represents to the other that:
- 18.3.1 it shall continue to pay all Employment Costs for each member of its staff who work on the Joint Committee activities and functions;
- 18.3.2 the provision of their employees for the assistance of the Joint Committee in the provision of the Joint Committee activities and functions does not breach their employees' terms and conditions of employment;

- 18.3.3 it shall, and shall ensure that the employees shall, perform their roles for the Joint Committee with the skill, care and diligence to be expected of a competent employee engaged in the Joint Committee activities and functions;
 - 18.3.4 any employees engaged in the Joint Committee activities and functions shall remain the employee of that Council; and
 - 18.3.5 it shall use its reasonable endeavours to ensure that nothing is done or omitted to be done by that Council or its employees or agents which results in a breach of the contract of employment of staff employed by the other Council.
- 18.4 Each Party shall indemnify the other, its employees, and agents against all claims, demands, actions, costs and expenses (including legal expenses on an indemnity basis) which the other incurs directly or indirectly as a result of any act, omission or default of the Council or its employees in respect of:
- 18.4.1 breach of this Agreement;
 - 18.4.2 damage to real or personal property; or
 - 18.4.3 injury to persons, including injury resulting in death,
- except in so far as, and to the extent, that the damage or injury is caused by any negligent act or omission of any other Council or any of its employees or agents.
- 18.5 Each Party shall indemnify the other Party from and against any damages or awards paid to its employees or his/her representative or payments made in settlement of any claims made by an employee or his/her representative arising from a breach by a Party of this Agreement or from any negligence of the Party or its employees or agents (including legal expenses on an indemnity basis).

19. TERMINATION

- 19.1 Either Party may terminate this Agreement in accordance with Clause 3.1. Parties agree to give effect to the Exit Strategy as set out in Schedule 5 to enable the termination of the Agreement to take effect as soon as reasonably possible.
- 19.2 On the termination of this Agreement the provisions of Clause 24 (*Provisions on Termination*) shall apply.
- 19.3 If the Parties wish another local authority to join the Joint Committee, the Joint Committee shall terminate, and a new Joint Committee shall be formed in accordance with Clause 14 (*New Member*).
- 19.4 All liabilities under Clause 26 (*Insurance, Indemnities and the Conduct of Claims*) shall survive the termination of this Agreement under this Clause 23.

20. PROVISIONS ON TERMINATION

- 20.1 On termination of this Agreement under Clause 23 (*Termination*):

- 20.1.1 while any agreements for the purpose of this Agreement remain in force each Party will contribute in proportionate shares to the maintenance and revenue costs associated with that agreement;
- 20.1.2 any such agreements shall be run to closure as soon as the relevant agreements allow;
- 20.1.3 each Party will act in good faith and use its all reasonable endeavours to minimise the loss or harm to the other Party as a result of the termination of this Agreement and agreement for the purpose thereof; and
- 20.1.4 all rights and liabilities which vested before the termination of this Agreement shall remain so vested as if this Agreement continued.

23.2 The costs of termination shall be divided as follows:

- 20.1.1 if the termination of this Agreement follows the service of notice by one of the Parties in accordance with Clause 3.1.1 of this Agreement the Parties shall share equally the costs of termination;
- 20.1.2 if the termination of this Agreement is the result of a Material Breach by one of the Parties the Party in Material Breach shall be responsible for any costs or losses or damages incurred by the other Parties as result of early termination.

21. FORCE MAJEURE

- 21.1 Neither of the Parties shall be liable to the other to any extent in relation to any “Force Majeure Event” (which for this purpose shall mean a failure by either Party to fulfil its obligations under this Agreement due to reasons beyond its reasonable control). Without limiting the meaning of that expression, “reasons beyond its reasonable control” may include industrial disputes of any kind, whether involving the employees of either Party or those of any other person, government intervention, act of war or terrorism and other hostilities, storm, fire, flood, theft, riot, earthquake and pandemic.
- 21.2 As soon as any Party becomes aware that a Force Majeure Event has occurred or is likely to occur, that Party will notify the other Party. The Parties shall then agree as soon as possible what action should be taken to avoid or mitigate the effects of the Force Majeure Event.

22. INSURANCE, INDEMNITIES AND THE CONDUCT OF CLAIMS

- 22.1 Other than those actions claims demands proceedings damages losses costs charges and expenses covered by the insurances provided by Parties under Clause 26.2 each Party shall indemnify the other against all actions, claims, demands, proceedings, damages, losses, costs, charges and expenses whatsoever in respect of or in any way arising out of or in connection with the business of the Joint Committee or other work pursuant to this Agreement.

- 22.2 The Parties shall each ensure that they effect, maintain and notify each other annually of adequate insurance cover in respect of:
- 22.2.1 any property held by it for the purposes of this Agreement;
 - 22.2.2 employers' liability;
 - 22.2.3 public liability in the sum;
 - 22.2.4 officials indemnity.
- 22.3 Either Party may self-insure for all insurances except those at Clause 26.2.2 and 26.2.3 if the other Party agrees in writing.
- 22.4 The Party against which any such claims or legal proceedings as may be brought against it ("the Litigating Party") shall institute and defend such claims or legal proceedings as the Litigating Party finds reasonable to do so **PROVIDED ALWAYS** that **EXCEPT** in relation to claims or proceedings in respect of which insurances provide full indemnity and cover the Litigating Party, the Litigating Party shall consider any advice offered by the other Party in relation to the prosecution, defence, compromise or settlement of any proceedings taken or defended in accordance with this Clause 26.4 to which the other Party is a party in the High Court of Justice the Court of Appeal or the Supreme Court but the Litigating Party shall not be obliged to take any step or any action that may compromise any claim under any insurance held by it.
- 22.5 Each Party shall use its reasonable endeavours to conduct its business for the purpose of this Agreement in such a way as to minimise third party claims for compensation damages or otherwise for any legal liability arising out of or in connection with this Agreement.
- 22.6 Neither Party shall be liable in tort to the other for any negligent act or omission of that Party relating to this Agreement and the only remedy of a Party is under this Agreement. Each Party shall procure that no agent, contractor or employee of that Party brings a claim in tort or otherwise against the other.
- 22.7 In the event of failure by either Party to reasonably comply with the requirements of this Agreement which results in the other Party incurring additional expenditure then the Party at fault shall indemnify and reimburse the other Party for the reasonable expenditure so incurred. For the purposes of this Clause 26.7 the Party at fault shall be provided with evidence of the costs incurred by the other Party as a result of such failure.
- 22.8 Any indemnity under any provision of this Agreement shall be without prejudice to any indemnity by the same Party under any other provision of this Agreement.
- 22.9 If either Party receives any notice, demand, letter or other document concerning any claim for which it appears that said Party is or may become entitled to be indemnified under this Agreement, that Party shall notify the other Party in writing as soon as reasonably practicable and in any event within [2] Working Days of its receipt.
- 22.10 Where either Party pays to the other an amount in respect of an indemnity and the Party receiving said indemnity ("the Receiving Party") subsequently recovers a sum which is

directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnity the Receiving Party shall immediately repay the other Party the lesser of:

22.10.1 the sum recovered less any out-of-pocket costs and expenses properly incurred by the receiving Party in recovering the sum; and

22.10.2 the amount paid to the Receiving Party by the other Party in respect of the claim under the relevant indemnity.

22.11 There is no obligation on the Receiving Party to pursue a recovery under Clause 26.10. The other Party is repaid by the Receiving Party only to the extent that the amount of recovery aggregated with the amount paid by the other party exceeds the Receiving Party's losses.

22.12 Each Party shall indemnify the other Party its members and Officers from and against all liability for any of the following which arise out of, or in consequence of, the obligations under this Agreement including but not limited to:

26.12.1 breach of a Party of its Supplier Contracts;

26.12.2 breach of a Council of the terms of any other Council's Supplier Contract.

22.13 Each Party shall indemnify the Contracting Party its members and Officers from and against all liability for any breach by the Contracting Party of the obligations under any Supplier Contracts arising out of or in consequence of any non- or part-performance, acts, defaults, omissions, breaches and negligence of a Party of any obligation in the Supplier Contract.

22.14 A Party shall not be responsible or be obliged to indemnify any other Party for:

26.14.1 any liability which arises as a direct result of a Party acting on the instructions of the other Party (to the extent that the other Party is entitled to give such instructions); or

26.14.2 any injury, loss damage, cost and expense caused by the negligence, wilful misconduct or a breach of this Agreement by the other Party or an agent, contractor or employee of the other Party.

23. DATA PROTECTION

23.1 The Parties shall comply with the applicable requirements of the Data Protection Legislation.

23.2 The Parties shall only process Personal Data for the purposes as set out in Schedule 3 for the duration of this Agreement and / or as is permitted or required by Law.

23.3 Where one Party is processing Personal Data on behalf of the other Party, ("the Processing Party") acknowledges that it is the Processor and the other Party is the Controller. The Parties shall ensure that they each hold a record of processing as required by the Data Protection Legislation.

- 23.4 Where one Party is processing Personal Data on behalf of the other the Party, the other Party shall ensure that it has the necessary consents or can comply with another processing condition contained within the Data Protection Legislation and that it has the appropriate notices and privacy policies in place to enable the lawful transfer of Personal Data to the Processing Party for the duration and purpose of this Agreement.
- 23.5 Where a Party is acting as a Processor for the purpose of this Agreement, it shall:
- 23.5.1 act only for the purpose of this Agreement process Personal Data only in accordance with Schedule 3.
 - 23.5.2 have in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. Such measures shall be appropriate to the harm that might result from the unauthorised or unlawful processing;
 - 23.5.3 ensure any JC Members or supporting staff who have access to the Personal Data are obliged to keep it confidential;
 - 23.5.4 assist the other Party in responding to an individual's request to enforce their rights of subject access, rectification, erasure and any other rights conferred by the Data Protection Legislation;
 - 23.5.5 assist the other Party with respect to security, breach notifications, impact assessments and any investigations by a supervisory authority;
 - 23.5.6 notify the other Party without undue delay in the event of a data security breach and where acting as a processor shall assist with any investigation;
 - 23.5.7 maintain and keep up to date the data processing record referred to above;
 - 23.5.8 delete or return all personal data to the other Party as requested at the end of this Agreement; and
 - 23.5.9 submit to audits and inspections and provide the other Party with whatever information they need to ensure that both Parties are complying with their obligations under the Data Protection Legislation and inform the other Party immediately if asked to do something that is likely to infringe the Data Protection Legislation or other UK or retained EU Law;
 - 23.5.10 not appoint a third-party sub-processor without the prior written consent of the other Party and shall ensure that any third-party processor will enter into an agreement incorporating the same or substantially similar terms contained herein in relation to the Data Protection Legislation;
 - 23.5.11 enter into a data transfer agreement, where this agreement will involve or require a transfer of any Personal Data from one country to a country outside the country of origin and if required by applicable Law, that is consistent with the requirements of applicable Law and ensures that:

- (a) the individuals have enforceable rights and effective legal remedies in relation to any transferred Personal Data; and
- (b) adequate levels of protection in relation to any Personal Data that is transferred.

24. CONFIDENTIALITY, FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

24.1 Each Party:

28.1.1 shall treat all Confidential Information belonging to the other as confidential and safeguard it accordingly;

28.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the this Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

28.2 Each Party shall take all necessary precautions to ensure that all Confidential Information obtained from the other or any other person under or in connection with this Agreement is treated as confidential and not disclosed (without prior approval from the other Party or other person) or used by any other person or the other Party's staff or such professional advisors or consultants otherwise than for the purposes of the this Agreement.

28.3 Neither Party shall use any Confidential Information if receives from the other or any other person in accordance with this Agreement otherwise than for the purposes of the Agreement.

28.4 The provisions of Clauses 28.1 to 28.3 shall not apply to any Confidential Information received by either Party from the other Party or any other person:

28.4.1 which is or becomes public knowledge (otherwise than by breach of this Clause 28);

28.2.2 which was in the possession of the Party, without restriction as to its disclosure, before receiving it from the disclosing Party or other person;

28.2.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

28.2.4 is independently developed without access to the Confidential Information; or

28.2.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party or other party making the disclosure, including any requirements for disclosure under the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' Functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA, or the EIR.

- 28.3 The Parties acknowledge that they both subject to the requirements of the FOIA and the EIR and each shall assist and co-operate with each other (at their own expense) to enable each other to comply with these Information disclosure obligations.
- 28.4 Where either Party receives a request for information in relation to information which it is holding on behalf of the other, it shall:
- 28.4.1 provide the other Party with a copy of all Information in its possession or power in the form that the other Party requires within five Working Days (or such other period as the other Party may specify) of the other Party requesting that information; and
 - 28.4.2 provide all necessary assistance as reasonably requested by the other Party to enable it to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 28.5 Where either Party receives a request for information which relates to the performance of this Agreement, it shall inform the other of the request for information as soon as practicable after receipt and in any event within two Working Days of receiving a request for information.
- 28.6 If either Party determines that information (including Confidential Information) must be disclosed pursuant to Clause 28.5, it shall notify the other Party of that decision at least two Working Days before disclosure.
- 28.7 Each Party shall be responsible for determining at its absolute discretion whether commercially sensitive information and / or any other Information:
- 28.7.1 is exempt from disclosure under the FOIA or the EIR; or
 - 28.7.2 is to be disclosed in response to a Request for Information.
- 28.8 The Parties acknowledge that they may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (or any further or updated advice from Cabinet Office, Information Commissioner's Office or similar body) on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), the FOIA or the EIR be obliged to disclose Information:-
- 28.8.1 without consulting with the other; or
 - 28.8.2 following consultation with the other and having taken their views into account.
- 28.9 The Parties shall ensure that all information produced in relation to this Agreement is retained for disclosure and shall permit the others to inspect such records as requested from time to time.

25. WAIVER AND SEVERABILITY

- 25.1 No waiver (whether expressed or implied) by either Party of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall

constitute a continuing waiver and no such waiver shall prevent a Party from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

25.2 If at any time a Clause or part of a Clause or Schedule to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

25.2.1 that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and

25.2.2 the Parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the Laws of that jurisdiction and so that the amended Agreement complies with the Laws of that jurisdiction.

26. ENTIRE AGREEMENT

26.1 This Agreement sets out the whole agreement between the Parties relation to the arrangements and transactions for which it provides. This Agreement supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which either Party has made orally or in writing.

26.2 Each Party warrants that it has not entered into any this Agreement on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this Clause 32 excludes any liability for fraudulent misrepresentation).

27. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE

27.1 Nothing in this Agreement is to require the Parties to act in any way which is inconsistent with its obligations as a local authority.

27.2 Each Party undertakes (subject to Clause 27.1) to do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

28. NO PARTNERSHIP OR AGENCY

28.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.

28.2 Neither Party shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

29. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

29.1 It is not intended that any third party shall have a right to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit nor shall any such party have a right of veto over any future variations of this Agreement.

30. VARIATIONS TO THIS AGREEMENT

30.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of both Parties.

30.2 If either Party wishes to vary this Agreement, then it shall serve on the other a Variation Notice which shall set out the nature of the variation sought and the reasons for it.

30.3 If either Party receives a Variation Notice then within twenty-eight Working Days of receipt it shall notify the other in writing whether or not it agrees to the variation and if not, the reasons.

30.4 If the variation is agreed it will be incorporated into the Agreement.

31. EQUALITIES/ HEALTH AND SAFETY/ CLIMATE CHANGE

31.1 The Parties shall comply with all appropriate statutory responsibilities including but not limited to those arising under the Equality Act 2006, the Equality Act 2010, the Health and Safety at Work Act 1974 and the Climate Change Act 2008.

32. DISPUTE RESOLUTION

32.1 Either Party may request that a dispute arising in connection with this Joint Committee activities and functions or this Agreement be referred to [] determination and if that does not resolve the dispute either Party may request the other Party to participate in a meeting of their respective [] in order to discuss the dispute and to agree a strategy to resolve it. The Parties shall then liaise in good faith to arrange and hold the meeting within ten Working Days and shall exchange statements at least three Working Days prior to the date of the meeting, setting out their respective views of the disputed issues.

32.2 If notwithstanding any steps which are taken by the Parties pursuant to Clause 38.8 the dispute between them remains unresolved then at the request of either Party the dispute in question shall be referred to an independent and professional mediator who shall be nominated without delay by agreement between Parties, or (in the absence of such agreement) by the President of the Law Society (or his authorised representative). Any such mediation shall then be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings and each of the Parties shall bear their own expenses and one half of the mediator's resulting charges.

32.3 If regardless of whether or not the Parties have implemented the procedures which are specified in Clauses 38.1 and 38.2 the Parties fail to resolve their dispute within six weeks of the dispute first arising, then any Party may serve notice on the other to require the dispute to be either (as applicable):

32.3.1 an Arbitrator in accordance with the Arbitration Act 1996 or an appropriate independent Expert who shall be nominated without delay by agreement between the Parties (such agreement not to be unreasonably withheld or delayed) and who shall act as an expert and not as an arbitrator, provided that in default of agreement as to such nomination, the expert shall be nominated on the joint application of the Parties (or if either Party neglects to concur in such application, then on the sole application of the other Party) by the President of the Law Society (or his authorised representative) (or such other appropriate professional body as shall be agreed by the Parties, such agreement not to be unreasonably withheld or delayed); or

32.3.2 institute legal proceedings in court.

32.4 The Parties agree that if either an Arbitrator or Expert is appointed under clause 38.3 then:

32.4.1 the decision of the Arbitrator or Expert (as applicable) shall be final and binding on the Parties provided that the Arbitrator or Expert (as applicable) provides the Parties with a detailed statement setting out his reasons for making the decision at which he has arrived;

32.4.2 each of the Parties shall bear the costs equally of the references to the Expert or Arbitrator (as applicable) unless the Arbitrator or Expert directs otherwise.

32.5 If any dispute between the Parties is resolved pursuant to the provisions of this Clause 38 (otherwise than via the appointment of an Arbitrator or Expert) then the Parties shall record the resolution of their dispute in writing and shall each promptly sign the same. The signed document shall then form a legally binding agreement between the Parties by way of supplement to this Agreement.

33. ASSIGNMENT AND SUBCONTRACTING

33.1 Neither Party may transfer, assign, mortgage or pledge its rights or obligations under this Agreement (without the consent of the other).

33.2 Either Party may subcontract any of its obligations under this Agreement with the consent of the other (such consent not unreasonably to be withheld or delayed) but the Party who subcontracts is to be liable for the performance of its subcontractors.

33.3 No rights under this Agreement are to devolve by operation of Law or otherwise on any receiver, administrative receiver, liquidator or assignee.

34. GOVERNING LAW AND ENFORCEMENT

- 34.1 This Agreement is governed and construed in accordance with the Law of England and Wales and the Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter or formation (including non-contractual disputes or claims).
- 34.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by Law or under this Agreement.

35. NOTICES

- 35.1 Any notice to be served under this Agreement shall be valid and effective if it is addressed to the other Party's [Chief Executive] as appropriate and sent by prepaid recorded delivery post or delivered by hand to the other Party's principal office.
- 35.2 Any such demand, notice or communication shall be deemed to have been duly served:
- 35.2.1 if delivered by hand, when left at the proper address for service; or
 - 35.2.2 if given or made by pre-paid first-class post, two Working Days after being posted; provided in each case that if the time of such deemed service is either after 4.00 pm on a Working Day or on a day other than a Working Day, service shall be deemed to occur instead at 10.00 am on the next following Working Day.
- 35.3 A notice given under this Agreement is not valid if sent by e-mail unless the Parties have previously agreed in writing to accept service by e-mail. If service by e-mail is agreed, then the following shall apply;
- 35.3.1 An e-mail shall be deemed delivered at 10:00am the next Working Day unless an error message or 'out of office' message is received by the sender;
 - 35.3.2 Notices shall only be accepted if sent to the e-mail address given by a Party to the other as being the designated e-mail address for the service of notices.
- 35.4 If the Parties agree to service of notice by e-mail, they do not agree to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution unless specifically stated.

36. COUNTERPARTS

- 42.1 This Agreement may be executed in two counterparts each of which shall be deemed to be an original, but the counterparts shall together constitute one and the same Agreement.

37. COSTS OF THIS AGREEMENT

- 37.1 The Parties shall bear equally costs relating to the preparation, negotiation and completion of this Agreement.

IN WITNESS of the above the Parties have executed and delivered this Agreement as a Deed on the above date.

SCHEDULE 1

Hosted / Lead Functions and Services Subject to s101 Agreements

The Functions and Services shall be discharged and delivered by the Host / Lead Authority to the Receiving Authority pursuant to s101 Agreement between the Councils.

PROCESSING PERSONAL DATA AND DATA SUBJECTS

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	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>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</i></p> <p><i>Making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
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), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under data protection legislation to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

JOINT OFFICER BOARD

The Parties will set up a [Joint Officer Board] as follows:

1. PURPOSE

To assist the Joint Committee in overseeing effect discharge of the Function and delivery of the Services subject to the s101 Agreements

2. MEMBERSHIP AND FREQUENCY OF MEETINGS

2.1 The Joint Officer Board will comprise:-

- []
- []

2.2 The quorum of the Joint Officer Board will be [number] with at least [number] from each Party.

2.3 The Joint Officer Board shall have a Joint-Chair who shall be one Officer of each Party.

2.4 The Joint Officer Board may invite Members or Officers of either Party to attend its meetings.

2.5 The Joint Officer Board shall meet at least [monthly].

2.6 The following substitution rules shall apply:

- 2.6.1 the number of substitutions shall be equal to the number of absentees from the Host / Lead Authority and / or the Receiving Authority
- 2.6.2 substitutes will have all the powers of Joint Officer Board members;
- 2.6.3 the [] of the relevant Party will notify [] [1] hour in advance of the meeting of substitutions;
- 2.6.4 substitutions will be announced at the beginning of the meeting.

3.1 DECISION MAKING

3.1 Decision making shall be by consensus. Where a consensus cannot be reached, the Joint-Chairs shall endeavour to agree the determination of the decision.

3.2 Where a consensus cannot be reached and the Joint-Chairs are unable to agree the determination of the decision, the decision shall be referred to the Joint Committee.

4.1 TERMS OF REFERENCE

- 4.1 To assist, support and advise the Joint Committee on all matters relating to the discharge of the Function and the delivery of the Services pursuant to the s101 Agreement
- 4.2 To act as a central focal point for all matters relating to the discharge of the Function, the delivery of the Services.
- 4.3 To review, monitor and manage the discharge of the Function and the delivery of the Services and their financial position in accordance with the s101 Agreement and to make recommendations to the Joint Committee for service improvements and to receive reports for the purpose.
- 4.4 To consider all matters arising in relation to discharge of the Function and the delivery of the Services and report to the Joint Committee as appropriate.
- 4.5 To determine any disputes or differences that arise between the Parties in accordance with the s101 Agreement and escalate any disputes to the Joint Committee as appropriate.
- 4.6 To monitor service standards and reporting protocols and to recommend amendments or improvements to the Joint Committee.
- 4.7 To facilitate effective communication between the Parties on all matters relating to the discharge of the Function and the delivery of the Services.
- 4.8 To assist, support and advise the Joint Committee and the Councils in developing the strategy and plans for the longer-term discharge of the Function and the delivery of the Services beyond the arrangements provided for in the s101 Agreement.

EXIT STRATEGY

1. INTRODUCTION

- 1.1 In the event of the termination of this Agreement the Parties shall (acting reasonably) negotiate and seek to agree and execute a legally binding agreement dealing with the termination of any contracts entered into by the Joint Committee on behalf either or both Councils and the allocation amongst the Parties of any property, assets, rights, and liabilities held by the Joint Committee on behalf of either of both of the Councils.

2. TRANSFER OF ASSETS

- 2.1 The Joint Committee shall prepare and maintain a list of any assets owned by it on behalf of either of both of the Councils.
- 2.2 The Joint Committee shall transfer the assets owned by it on behalf of a Party to that Party.
- 2.3 The Joint Committee and the Parties shall liaise and (acting reasonably) apportion the ownership of any assets owned by the Joint Committee on behalf of both of the Parties equally between the Parties and the Joint Committee shall transfer the apportioned assets to the Parties as agreed.
- 2.4 Where assets cannot equally be apportioned between the Parties, one Party shall agree to accept the assets and provide compensation to the other Party on a mutually agreed basis.

3. NOVATION OF CONTRACTS

- 3.1 Where permitted by the Law contracts entered into by the Joint Committee on behalf of either or both Parties may be either novated to the relevant Party, or as agreed by the or will be determined in accordance with the provisions of the relevant contract.
- 3.2 The Parties shall agree any residual liabilities or ongoing responsibilities of the Parties in respect of the contracts referred to in clause 3.1 above.

The Common Seal of the

WEST NORTHAMPTONSHIRE SHADOW AUTHORITY

was affixed

in the presence of

Authorised officer

The Common Seal of the

NORTH NORTHAMPTONSHIRE SHADOW AUTHORITY

was affixed in the

presence of

Authorised officer