

# **WORCESTERSHIRE DISTRICT COUNCILS AND COUNTY COUNCIL**

## **MEETING OF THE WORCESTERSHIRE SHARED SERVICES JOINT COMMITTEE**

FRIDAY 11TH JUNE 2010 AT 4.00 P.M.

COMMITTEE ROOM, THE COUNCIL HOUSE, BURCOT LANE, BROMSGROVE

MEMBERS: Bromsgrove District Council: Councillor Mrs. M. Bunker  
Bromsgrove District Council: Councillor P. Whittaker  
Malvern District Council: Councillor Mrs. B. Behan  
Malvern District Council: Councillor R. Madden  
Redditch Borough Council: Councillor M. Braley  
Redditch Borough Council: Councillor G. Vickery  
Worcester City Council: Councillor Mrs. L. Hodgson  
Worcester City Council: Councillor F. Lankester  
Worcestershire County Council: Councillor S. Clee  
Worcestershire County Council: Councillor D. Prodger, MBE  
Wychavon District Council: Councillor Mrs. A. Mackison  
Wychavon District Council: Councillor A. Dyke  
Wyre Forest District Council: Councillor J. Baker  
Wyre Forest District Council: Councillor M. Hart

;

### **AGENDA**

1. Election of Chairman for the ensuing municipal year
2. Election of Vice-Chairman for the ensuing municipal year
3. To receive apologies for absence
4. Roles and Responsibilities
5. Terms of Reference (Pages 1 - 38)
6. Scheme of Delegation / Statement of Partner Requirements - verbal report by the Head of Service
7. Presentation on Project Implementation Plan - Ian Edwards

8. Communications
9. Date and Time of next meeting

The Council House  
Burcot Lane  
BROMSGROVE  
Worcestershire  
B60 1AA

3rd June 2010

K. DICKS  
Chief Executive



## Version Control

Version	Date	Comment
V1	17/5/10	Draft - NES
V2	23/5/10	Amended by NES following Solicitors' meeting 21/5/10
V3	26/5/10	Further amendments reflecting comments back
V4	28/5/10 -1	Minor amendment clause 9.5
V5	30/5/10	Final - paginated

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**T**HIS AGREEMENT is made the                      day of                      2009

**BETWEEN:**

- (1) WORCESTERSHIRE COUNTY COUNCIL (WCC)
- (2) BROMSGROVE DISTRICT COUNCIL (BDC)
- (3) MALVERN HILLS DISTRICT COUNCIL (MHDC)
- (4) REDDITCH BOROUGH COUNCIL (RBC)
- (5) WORCESTER CITY COUNCIL (WCityC)
- (6) WYCHAVON DISTRICT COUNCIL (WDC)
- (7) WYRE FOREST DISTRICT COUNCIL

**WHEREAS:**

- (i) Under Section 101 of the Local Government Act 1972 Local Authorities may arrange for the discharge of their functions by a Joint Committee comprising Members of their Authorities
- (ii) All of the Member Authorities (other than MHDC) have introduced Executive Arrangements under the provisions of the Local Government Act 2000
- (iii) The Executives and Councils of each of the Member Authorities (or in the case of MHDC the Council) have agreed to establish a Joint Committee for the purposes of Section 101 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000 to be known as the Worcestershire Shared Services Partnership Joint Committee ('the Joint Committee') and to delegate to that Joint Committee the Regulatory functions described in Part 2 of this agreement with the intention of creating a Regulatory Services shared service.
- (iv) The Member Authorities may wish to delegate further functions to the Joint Committee in the future
- (v) Part I of this agreement contains provisions relating to the administration of the Joint Committee and which are common to all shared service functions. Subsequent parts of this agreement shall contain provisions specific to individual shared service functions.

- (vi) This agreement is established for the purpose of achieving financial efficiencies, sharing resources and improving delivery of services. Nothing in this agreement shall be construed as creating any legal partnership between the Member Authorities within the meaning of the Partnership Act 1890 or otherwise

**NOW IT IS HEREBY AGREED** as follows:-

**1 Definitions**

1.1 In this Agreement where the context so permits the following words shall have the meanings shown:-

- ‘Commencement Date’ means in relation to any shared service function the date specified as such in the relevant Part to this agreement
- ‘Chief Executive’ means the person designated as Head of the Paid Service of a Member Authority in accordance with the Local Government and Housing Act 1989 howsoever that post is titled
- ‘Executive’ and ‘Executive Arrangements’ have the same meaning as in the Local Government Act 2000
- ‘Earliest Termination Date’ means in relation to any Part to this agreement the date specified as such in that Part
- ‘Head of Shared Service’ means in relation to any Shared Service Function the senior manager responsible to the Joint Committee for the management of that Shared Service Function howsoever that post is titled
- ‘Host Authority’ means in relation to any shared service function the Member Authority so identified in the relevant Part to this agreement or such other Participating Authority as may be agreed by the Joint Committee from time to time
- ‘Management Board’ means a shared services management board under Part 2 or any subsequent Part of this agreement

‘Member Authority’	means each of the parties to this agreement
‘Participating Authority’	means in relation to any Shared Services Function the Member Authorities participating in that Shared Service and named as such in the relevant Part to this agreement and Non-Participating Authorities shall be construed accordingly
‘Proper Officer’	means such officer of the Member Authority with responsibility for a particular matter from time to time
‘Shared Services Function’	means any of the list of function(s) specified in Part II or any subsequent Parts to this agreement
‘Relevant Authority’	means the Authority from whom the relevant functions have been delegated or on whose behalf they are being carried out and ‘Relevant Member Authority’ and ‘Relevant Participating Authority’ shall be construed accordingly
‘Transferring Employees’	means in relation to any Shared Service Functions those employees listed as such in the relevant Part of this agreement
‘TUPE’	means the Transfer of Employment (Protection of Employment) Regulations 2006
‘Year’	means a period of 12 months commencing on 1 <sup>st</sup> April in any calendar year and ending on the following 31 <sup>st</sup> March

1.2 References to any statutory provision, statutory instrument or regulation shall include reference to any provision or enactment by which the same is re-enacted with or without amendments from time to time

PART 1  
INTRODUCTION & FRAMEWORK

**2 Joint Committee**

2.1 The Member Authorities agree to form a Joint Committee which will undertake the following of their functions on the terms set out in this agreement:-

- to oversee the development planned implementation and continued operation of each of the joint Shared Services Functions specified (or to be specified) in subsequent Parts to this agreement on behalf of the Member Authorities
- to establish a framework for the operation of other Shared Services in Worcestershire including a programme for establishing feasibility and implementation
- where the Member Authorities agree to implement a Shared Service in any other particular service area and agree that such shared service shall be delegated to the Joint Committee, to oversee the development, planned implementation and continued operation of that Shared Service

2.2 The Joint Committee may establish such sub-committees to undertake such of its functions from time to time as the Joint Committee may think appropriate

2.3 The Member Authorities agree that notwithstanding the provisions of s.101(4) of the Local Government Act 1972 neither the Member Authorities nor the Executives of the Member Authorities shall themselves exercise any function that has been delegated to the Joint Committee (except with the agreement of the Joint Committee or the Head of Shared Service)

**3 Additional Shared Services Functions & Partners**

3.1 The Executives of each of the Member Authorities operating executive functions and the Council of any Member Authority not operating executive arrangements within the meaning of the Local Government Act 2000 (or any of them) may from time to time delegate additional Shared Service Functions to the Joint Committee PROVIDED no such additional Shared Service Functions shall be delegated to the Joint Committee without the prior consent of all the Member Authorities

- 3.2 Each additional Shared Service Function shall be evidenced by the addition of a further Part to this agreement; each such Part shall:
- 3.2.1 detail the additional Shared Service Functions, the Participating Authorities, the Host Authority, the apportionment of costs relating to that shared service and any other terms on which those services are to undertaken
  - 3.2.2 be executed on behalf of each of the Participating Authorities
  - 3.2.3 operate as a variation of this agreement and unless the contrary is stated the provisions in this Part I shall apply to all Shared Service Functions mentioned in each subsequent Part
- 3.3 By executing any Part to this agreement the Participating Authorities to that Part warrant that:
- 3.3.1 if it is an authority operating Executive Arrangements, that the delegation of those functions has been approved by the Executive of that authority and where the functions delegated are not Executive functions (such as staffing matters and budgets) there is agreement on behalf of the Council of that Member Authority to such delegation; and
  - 3.3.2 if it is an authority not operating Executive Arrangements, that the delegation has been approved by the Council of that Member Authority
- 3.4 The Joint Committee shall consider the ways in which the Shared Services Partnership can be expanded and will consider any applications by any prospective new partner.
- 3.4.1 The decision whether a new partner is admitted to the Partnership and if so the terms on which this takes place shall be subject to the unanimous agreement of the Member Authorities.

#### **4 Membership**

- 4.1 Each Member Authority shall appoint two members of that Authority to be members of the Joint Committee and in the case of authorities operating Executive Arrangements at least one of those members from each authority shall be a member of that Authority's Executive
- 4.2 Any sub-committee shall comprise such number of members from each Member Authority as the Joint Committee may determine from time to time PROVIDED that:
- 4.2.1 a sub-committee shall comprise an equal number of persons appointed by each Member Authority (provided that where the terms of reference of a sub-

committee relate entirely to particular Shared Service Functions contained in one or more Parts to this agreement that sub-committee may, but need not, include representatives of Non-Participating Authorities if those Non-Participating Authorities so agree) and SUBJECT always to the provisions as regards voting contained in **Schedule 1 paragraph 9.5.1** hereto (Member Authorities not to vote in respect of Shared Service Functions in which they do not participate)

- 4.2.2 a member of a sub-committee need not be a member of the Joint Committee
- 4.2.3 where a sub-committee comprises only one member from each Member Authority then the members of the sub-committee may, but need not, be a member of that Authority's Executive
- 4.2.4 where a sub-committee comprises more than one member from each Member Authority then in the case of Authorities operating Executive Arrangements at least one of those members from each authority shall be a member of that Authority's Executive
- 4.3 Appointments of members of the Joint Committee and any sub-committee shall be notified in writing to the Secretary of the Joint Committee by the Chief Executive or other nominated officers of each Member Authority
- 4.4 A Member Authority may at any time remove and replace any member so appointed to the Joint Committee or any sub-committee thereof
- 4.5 A member of the Joint Committee or any sub-committee may resign membership by sending notice in writing to the Chief Executive or other nominated officer of the Member Authority by whom the appointment was made and the Chief Executive or other nominated officer shall inform the Secretary to the Joint Committee accordingly
- 4.6 Any casual vacancy shall be filled as soon as possible by the relevant Member Authority
- 4.7 A member shall cease to be a member of the Joint Committee and of any sub-committee thereof if he/she ceases to be
  - 4.7.1 a member of the Member Authority by whom they were appointed; or

- 4.7.2 (in the case of the Joint Committee or a sub-committee comprising more than one member from each Authority) a member of the Executive of the Member Authority by whom they were appointed and no other member appointed by that Member Authority to the Joint Committee or sub-committee (as the case may be) is a member of that Authority's Executive
- 4.8 A named substitute shall be entitled to attend speak and vote as if a member of the Joint Committee or any sub-committee where, at least one clear working day prior to the date of the meeting, written notice has been given to the Secretary of the Joint Committee PROVIDED that:-
- (i) it is impracticable for the named ordinary member to attend a specified meeting;
  - (ii) the named substitute member will attend in place of the named ordinary member; and
  - (iii) (in the case of Authorities operating Executive Arrangements and except in the case of a sub-committee comprising no more than one member from each authority) at least one of the members attending on behalf that Member Authority is a member of that authority's Executive
- 4.9 Every member of the Joint Committee and any sub-committee shall, in connection with all business of the Joint Committee and any sub-committee, observe the Code of Conduct of the Member Authority by whom they were appointed
- 4.10 The proceedings of the Joint Committee or any sub-committee shall not be invalidated by any vacancy in their number or by any defect in the appointment and qualification of any member whose appointment is properly notified to the Secretary of the Joint Committee

## **5 Meetings and Proceedings**

- 5.1 The terms of reference of the Joint Committee and the rules and procedures by which meetings of the Joint Committee any sub-committee shall be conducted shall be as set out in **Schedule 1 to this Part**

**6 Officers of the Joint Committee**

6.1 The Joint Committee shall appoint from the officers of the Member Authorities a Secretary and a Lead Financial Officer.

6.1.1 The Secretary and Lead Financial Officer need not be provided by the same Member Authorities

6.1.2 The Secretary and Lead Financial Officer shall liaise with the Monitoring Officers and Section 151 Officers of the Member Authorities to enable those officers to comply with their responsibilities under Section 5 of the Local Government Act 1989 and Section 151 of the Local Government Act 1972

6.1.3 Unless otherwise agreed, the Secretary and Lead Financial Officer shall each be appointed for a period of 2 years and the appointments shall rotate amongst the Member Authorities

6.2 The Secretary to the Joint Committee shall be responsible for:-

(a) production and compilation of the agenda and minutes of the Joint Committee and

(b) subject to **clause 6.2.1**

- production and compilation of the agenda and minutes of any sub-committee;
- matters relating to governance and propriety; and
- dealing with and resolving any issues raised by the Commission for Local Administration

6.2.1 where the terms of delegation to any sub-committee relate to matters concerning a particular Shared Service Function only then the functions described in **clause 6.2(b)** above shall be undertaken by the Monitoring Officer of the relevant Host Authority in relation to such a sub-committee

6.3 In respect of each Shared Services Function the Section 151 Officer to the Host Authority shall be responsible for:-

- The provision of financial advice and services in respect of that Shared Services Function
- maintaining all proper accounting records for that Shared Service Function in such form as shall be agreed with the Lead Financial Officer
- preparation of an annual budget for that Shared Services Function in conjunction with the relevant Head of Shared Service and the Lead Financial Officer for approval by the Joint Committee

and in so doing the relevant Section 151 Officer shall comply with such reasonable requests and instructions as may be received from the Lead Financial Officer

- 6.4 The Lead Financial Officer to the Joint Committee shall (subject to **clause 6.3** above) be responsible for:-
- the provision of financial advice and services to the Joint Committee
  - the preparation of an aggregate annual budget for the Joint Committee
  - co-ordinating the arrangements for insurance in accordance with **Clause 7.4**
  - co-ordinating the activities of the individual Section 151 Officers in respect of each Shared Service Function so as to ensure consistency of approach and that the Joint Committee complies with all proper accounting and reporting requirements in such manner as is most beneficial to the Joint Committee and the constituent Member Authorities PROVIDED that in so doing the Lead Financial Officer shall first consult with the Section 151 Officers of the Member Authorities
- 6.5 In addition to the Secretary and Lead Financial Officer, the Joint Committee shall be advised by the Worcestershire Chief Executives' Panel in relation to Shared Services matters generally and, in relation to any specific Shared Services Functions, by the Head of that Shared Service and the Section 151 Officer of the Host Authority.
- 6.6 All costs of Officers acting under this **Clause 6** shall be expenses of the Joint Committee in accordance with **Clause 8.7**

## **7 Host Authority**

- 7.1 Subject to clause 7.2 hereof the Host Authority shall act as the employing authority in relation to all staff employed in connection with the provision of that Shared Service
- 7.2 The Host Authority delegates all functions concerning the management and the terms of employment of those staff (including all matters relating to remuneration, conditions of service, recruitment and selection, disciplinary and grievance procedures, termination of employment, management and supervision) to the Joint Committee and the Host Authority will give effect to the decisions of the Joint Committee PROVIDED that:
- 7.2.1 in determining all such terms and conditions of employment of any staff the Joint Committee shall ensure that these remain consistent with those of the Host Authority and in particular the Joint Committee shall assess salary grades

by reference to the same job evaluation scheme used by the Host Authority;

7.2.2 Councillors shall not be involved in the selection, appointment, taking of disciplinary action or dismissal of staff other than:

7.2.2.1 the Head of Shared Service but only if such involvement is permitted in accordance with the Local Authorities (Standing Orders) (England) Regulations 2001 (statutory and non-statutory chief officers and deputy chief officers within the meaning of s.2 Local Government & Housing Act 1989; or

7.2.2.2 insofar as the procedures in place from time to time for dealing with disciplinary, capability and related matters may allow a right of appeal to Councillors

7.2.3 in all other cases such matters shall be the responsibility of the Head of Shared Service (or in the case of the Head of Shared Service they shall be the responsibility of the Head of Paid Service of the Host Authority acting in consultation with the Heads of Paid Service of the other participating Authorities)

7.2.4 the Head of Shared Service shall be responsible for the operational management and supervision of all staff within that shared service

7.3 The Host Authority shall also be responsible for the provision of such support services in relation to that shared service as may be agreed by the Joint Committee and the Participating Authorities in consultation with the Head of Shared Service and together they shall seek to achieve the most cost effective approach for the Participating Authorities overall including the use of other Shared Service Functions under this agreement where appropriate. The Joint Committee and the Participating Authorities shall agree with the Host Authority whether one or more of such support services shall be provided by the Host Authority itself, provided by one or more of the other Member Authorities on behalf of the Host Authority, be provided by another Shared Service under this agreement or be purchased by the Host Authority from a third party and the costs of all such support services shall be treated as an expense of the Joint Committee in accordance with **Clause 8.7**

7.4 The Host Authority shall use its reasonable endeavours to effect policies of insurance with an insurer of repute against all such risks connected with the Shared Service Functions, the employment of staff in connection therewith and all property and equipment used in connection therewith (subject in the case of buildings to **clause 7.4.1** below) as it is usual for a local authority to insure against upon such terms as the Joint Committee shall agree (including officials indemnity and fidelity guarantee insurance) and so far as possible shall procure that the interests of all Participating Authorities in relation to that Part of this agreement are noted on such policies; the cost of all such insurance to form part of the expenses of the Joint Committee to be defrayed in accordance with **Clause 8.7** and the provisions of the relevant Part

7.4.1 Where any offices or other buildings utilised for the purposes of the Shared Service Function belong to a Member Authority other than the Host Authority and are insured by that other Member Authority a fair and reasonable proportion of the costs of that insurance may be charged as part of the expenses of the Joint Committee

## **8 Financial Matters**

8.1 The Joint Committee shall approve annual capital, revenue and staffing budgets in respect of each Shared Service Function. The Joint Committee shall inform the Member Authorities by no later than 1<sup>st</sup> December in any year the amounts of their proposed contributions to the Joint Committee's budget and shall submit to each Member Authority for approval in respect of those functions an annual business plan which shall incorporate the annual capital and revenue and staffing budgets and the amount of each Member Authority's proposed contribution to the Joint Committee's budget

8.2 Each Member Authority which is required to contribute to the Joint Committee's budget shall notify the Secretary to the Joint Committee no later than 7<sup>th</sup> March in any year that the Joint Committee's budget has been approved. In the event that the Joint Committee's budget is not approved by any Member Authority, the Joint Committee shall meet as soon as practicable to formulate a revised business plan and budget for approval by those Member Authorities who are required to contribute

8.3 The Joint Committee shall agree its own detailed budgets in respect of each Shared Service Function for internal use by the Joint Committee at a level of detail agreed by the Lead Financial Officer as necessary to exercise proper management control of its

activities. Such budgets shall be in accordance with the approved annual capital and revenue budget

- 8.4 Neither the Joint Committee nor any sub-committee shall authorise any expenditure that is in excess of that contained in the approved budget without the prior written consent of the s.151 Officer for each of the Member Authorities liable to contribute towards such expenditure
- 8.5 The Joint Committee shall determine the arrangements for ensuring that the accounts and records of the Joint Committee are subject to a continuous process of audit to the satisfaction of the Lead Financial Officer. The Joint Committee's accounts and records shall also be subject to audit in accordance with Sections 2 and 3 of the Audit Commission Act 1998
- 8.6 The accounts and records of the Joint Committee (including all internal and external audit reports) in respect of each Shared Service Function shall be open for inspection by the Section 151 Officer or other nominated officer of each Participating Authority in that Shared Service and the Secretary and Lead Financial Officer to the Joint Committee and the Head of any Shared Service and the Host Authority shall provide any Participating Authority with all such information relating to the operation of the Joint Committee and the performance of the Shared Services as that Section 151 Officer or other nominated officer may from time to time reasonably require
- 8.7 The Member Authorities shall defray the expenses of the Joint Committee as follows:
  - 8.7.1 expenses arising out of or in connection with particular Shared Services Functions – as specified in the relevant Part to this agreement
  - 8.7.2 all other expenses – to be apportioned equally between all Member Authorities
- 8.8 The Joint Committee shall:
  - 8.8.1 in relation to any individual Shared Service Function adopt the financial regulations and procurement code (however expressed) of the Host Authority
  - 8.8.2 in any other circumstances follow the financial regulations and procurement code of whichever of the Member Authorities appears to the Joint Committee to be the most appropriate in all the circumstances

**9 Levels of Service to be Provided**

- 9.1 The Joint Committee will in relation to each Shared Service Function agree an annual Business Plan covering a period of at least three years which will include business and financial objectives, efficiency targets, business continuity planning, risk management, indicative staffing levels and changes and performance improvement targets.
- 9.2 Where possible and subject to the provisions of any subsequent Part of this agreement the Joint Committee shall seek to achieve consistent and standardised service standards across all Participating Authorities
- 9.3 Subject to the terms of this agreement, the Joint Committee (or the Head of relevant Shared Service acting under delegated powers) shall be empowered to make any necessary technical or operational decisions for the effective operation of the relevant Shared Service including the virement of budgets and appointment of staff provided that any such actions are consistent with the relevant Part of this Agreement, the approved Standing Orders, financial regulations and the annual budget and business plan
- 9.4 The Joint Committee shall use its best endeavours to ensure fair and equitable treatment of all the Participating Authorities at all times
- 9.5 In the event that any Member Authority is experiencing a level of performance of any of the functions to which this agreement relates and which is not achieving the agreed targets in the relevant annual Business Plan or other agreed service standard:
- 9.5.1 the Joint Committee shall endeavour to remedy that as a matter of priority
- 9.5.2 the Member Authority which is dissatisfied may:
- (i) ask for the matter to be discussed at the relevant Shared Service Management Board (if any);
  - (ii) ask for a report on performance and the steps being taken to remedy any under-performance to be made to that Authority by the Head of Shared Service;
  - (iii) ask for an item to be included on the agenda of the next meeting of the Joint Committee;
  - (iv) requisition a meeting of the Joint Committee in accordance with **Part 1 - Schedule 1 paragraph 5**
  - (v) request a review of the shared service function in accordance with **clause 19** hereof

**10**     **Contracts**

10.1     The Host Authority shall enter into such contracts (including contracts for the purchase of goods and services) as the Joint Committee (or the Head of Shared Service or Shared Services Management Board if any acting on their behalf under delegated authority) may from time to time agree and the benefit of all such contracts and any property thereby acquired shall be held by the Host Authority in trust for the Participating Authorities

10.2     Unless the contrary intention appears in any subsequent Part of this Agreement, the benefit of all existing contracts in force between any Participating Authority and any supplier of goods or services in connection with the provision of any Shared Service Function shall with effect from the relevant Commencement Date if required and insofar as the Relevant Participating Authority is able to do so be assigned to the Host Authority to be held on trust for the participating Authorities in accordance with **Clause 10.1**

10.3     (Without prejudice to the generality of **Clause 10.2**) In respect of Information Technology systems used for the purposes of each Shared Service Function, Participating Authorities insofar as they are able to do so and using reasonable endeavours shall at the relevant commencement date:-

10.3.1   grant to the Host Authority a licence to use hardware owned by them free of charge and if so required make arrangements for it to be transferred to an alternative location at the cost of the Joint Committee

10.3.2   subject to the agreement of the licensors, assign relevant software licences to the Host Authority at the cost of the Joint Committee unless the Participating Authorities have agreed that such cost will not be a cost of the Joint Committee; and

10.3.3   all costs of such ICT systems and software licences shall with effect from the Commencement Date be an expense of the Joint Committee to be defrayed in accordance with **Clause 8.7** and the relevant Part of this agreement

**11**     **Employees**

The provisions of this **Clause 11** shall apply to each subsequent Part of this agreement save to the extent that a contra intention appears in that Part

- 11.1     In relation to each Shared Service Function the Participating Authorities (other than the Host Authority) intend that the employment of their respective Transferring Employees shall transfer to the Host Authority with effect from the relevant Commencement Date as if this were a transfer of an undertaking within the meaning of the Transfer of Undertaking (Protection from Employment) Regulations 2006 (without prejudice to the position of the Member Authorities as to whether this is a relevant transfer in law)
- 11.2     The non-host Participating Authorities shall use their reasonable endeavours to retain the services of each of their respective Employees to the intent that their respective contracts of employment shall be continued until the Commencement Date and then be transferred to the Host Authority
- 11.3     The Host Authority shall use its reasonable endeavours to retain the services of each of its Transferring Employees to the intent that their respective contracts of employment shall be continued until the Commencement Date whereupon those Employees together with those transferring from the non-host Participating Authorities shall be managed by or on behalf of the Joint Committee in connection with the relevant Shared Service
- 11.4     PROVIDED ALWAYS that nothing in this agreement shall prohibit the Participating Authorities from dismissing any of their respective Employees prior to the relevant Commencement Date by reason of any misconduct or breach of contract of employment or from offering any of the Transferring Employees alternative employment with the Authority outside the intended Shared Service Function
- 11.5     Participating Authorities may at any time prior to the relevant Commencement Date employ any other person in connection with the provision of the services described in the relevant Part of this agreement whether by way of substitution or addition to the named Transferring Employees and upon such terms as that Participating Authority shall consider reasonable PROVIDED:
- i           in the bona fide opinion of that Participating Authority this is reasonable and necessary for the proper and continued conduct of that Authority's functions;
- AND

- ii that Participating Authority shall first consult with the other Participating Authorities with a view to filling any vacancy by redeployment and/or avoiding future redundancies among the Transferring Employees
- 11.5.1 any such other person employed shall be deemed to be included in the list of Transferring Employees in the relevant Part of this agreement and the term Transferring Employees shall be construed accordingly
- 11.5.2 Any Participating Authority effecting a change to the list of Transferring Employees as described in this **Clause 11.4** shall give notice of each such change to the other Participating Authorities as soon as possible after each such occurrence
- 11.6 Any action or claim arising out of or in connection with any transfer of employment of the Transferring Employees or any of them (whether arising before or after the date of this agreement) shall be deemed to be a cost of the Joint Committee to be defrayed in accordance with **Clause 8.7** and the relevant Part of this agreement

Lease Cars & Car Loans etc

- 11.7 Where any Participating Authorities (other than the Host Authority) have entered into agreements for lease cars, car loans or other staff loans of any description with any of their respective Transferring Employees that Participating Authority shall with effect from the relevant Commencement Date (or such later date when the Host Authority assumes responsibility for payment of salaries) assign to the Host Authority
  - 11.7.1 the benefit of all such lease car agreements (insofar as it is able to do so) and the Host Authority shall indemnify that Participating Authority against all future breaches of any such agreement whether formally assigned or not
  - 11.7.2 the right to receive payment of all monies due from the Transferring Employee under the car loans or other loan agreement as the case may be and the Host Authority shall within 14 days after the Commencement Date (or such later date as aforesaid) pay to that Participating Authority the total sums (including accrued interest) outstanding in respect of the said loans

**12**     **Reports**

- 12.1     The Joint Committee shall receive in each year at its annual meeting which shall be held no later than 30<sup>th</sup> June the report of the relevant Heads of Shared Services and the Lead Financial Officer in respect of the functions delegated to the Joint Committee relating to the twelve months ending 31<sup>st</sup> March of that year and a copy thereof shall be forwarded to the Chief Executive of each Member Authority
- 12.2     The report shall include:-
- a statement showing the performance of the Shared Service Functions and progress in achieving the objectives in the Business Plan
  - a summary Revenue account and statement of capital spending including the distribution or use of any Revenue surpluses and the financing of any capital expenditure
- 12.3     As and when required by the Chief Executive of a Member Authority the Joint Committee shall produce such other reports as may reasonably be required
- 12.4     As and when required by an Overview and Scrutiny Committee or an Audit Committee of a Member Authority, the Chairman of the Joint Committee (or in his absence the Vice Chairman) shall attend a meeting of such Overview and Scrutiny Committee or Audit Committee together with the appropriate Head of Shared Service to account for the activities of the Joint Committee
- 12.5     Member Authorities will liaise about requests from their Overview and Scrutiny Committees and Audit Committees and shall use reasonable endeavours to agree joint scrutiny arrangements with a view to avoiding duplication of effort

**13**     **Complaints**

- 13.1     Any complaints about the services provided by any of the Shared Services Functions from or on behalf of members of the public, individual councillors or the Local Government Commissioner for Administration shall normally be referred to the Head of Shared Service in the first instance
- 13.2     If the matter remains unresolved it shall be referred to the Proper Officer of the Relevant Authority and the Head of Shared Service will provide such information and assistance as may be necessary to assist in the resolution of the matter

13.3 Where any complaint results in the payment of compensation the cost of this shall be borne in accordance with **Clause 15.3** unless the Joint Committee shall agree otherwise

**14 Records and Access to Information**

14.1 Without prejudice to the right of any data owner to have access to their data at any time the Joint Committee shall make available to the Member Authorities and their auditors all information that the Member Authorities may reasonably require to enable the Member Authorities to comply with any statutory obligations imposed upon them including the preparation of accounts or to answer any queries raised by the their auditors or others

14.2 The Member Authorities shall each make available to the Joint Committee all records and information from time to time necessary or desirable to enable the Joint Committee to undertake the functions hereby delegated to it in an efficient and effective manner

**15 Indemnities**

15.1 All costs and obligations incurred by the Host Authority in connection with or arising out of the relevant Shared Services Function shall constitute part of the costs of the Joint Committee and shall be defrayed in accordance with **Clause 8.7** and the provisions of the relevant Part to this agreement

15.2 (subject to **Clause 15.3**) The Participating Authorities in relation to each Part to this agreement agree to indemnify the Host Authority in the same proportions as are set out in that Part for the apportionment of expenses against all actions claims demands expenses and costs arising out of or in connection with the provision of the relevant Shared Services Functions delegated to the Joint Committee under that Part including without prejudice to the generality of the foregoing those arising out of or in connection with:

15.2.1 any contract of employment, redundancy or termination of employment of any person; or

15.2.2 any contract entered into or property held on behalf of the Joint Committee or the Participating Authorities in that Part to this agreement

15.3 Any action claim demand expense or cost suffered or made against any of the Member Authorities arising out of or in connection with the functions delegated to and undertaken by the Joint Committee shall:

15.3.1 where the cause of action relates to or arises in connection with the functions of a particular Member Authority be born by that Relevant Member Authority (or where there is more than one Relevant Member Authority by each of them in such proportion as is reasonable in all the circumstances) and each of the Member Authorities hereby indemnifies each other Member Authority against all such claims and expenses for which it may be liable as the Relevant Authority

15.3.2 in all other cases be treated as an expense of the Joint Committee to be defrayed in accordance with **Clause 8.7** hereof PROVIDED for the avoidance of doubt this **Clause 15.3.2** shall not apply in the case of any financial adjustment, recalculation of grant entitlement or penalty imposed upon any Member Authority by any central government department or government agency

## **16 Data Protection**

16.1 All data relating to the services or the recipient of any services undertaken by the Joint Committee shall remain the property of the Member Authority on whose behalf that service is provided and that Member Authority is the data controller

16.2 This Agreement constitutes a Contract for the purposes of paragraph 12 of part II of Schedule 1 of the Data Protection Act 1998 and the provisions of **Schedule 3** shall have effect.

## **17 Disputes Resolution**

17.1 Where any dispute or difference arises between the Member Authorities about the operation of the Joint Committee or the services provided by it, it should in the first instance be referred to the relevant Shared Service Management Board (if any) for a recommendation. If they are unable to resolve the matter, it should be passed to the Chief Executives of the Member Authorities for resolution

17.2 If it is not possible to resolve the dispute or difference in accordance with **Clause 17.1**, the same may be determined in such manner as the Member Authorities may agree provided that if no alternative is agreed then it shall be referred to an arbitrator agreed between the Member Authorities or in default of agreement to be appointed on the application of any Member Authority by or on behalf of the president of the Chartered Institute of Public Finance Accountants (and for the purposes of s. 103 Local Government Act 1972 the Member Authorities shall each be taken to have agreed the appointment of the person so appointed) and the costs of any such appointment and acting shall be shared equally between the Member Authorities (or where the dispute relates to a service provided by some of the Member Authorities only, then by those Member Authorities)

**18 Duration**

18.1 Whilst it is the intention of the Member Authorities that the Joint Committee will operate for a period of at least ten years, this Agreement is terminable by an Member Authority giving to the others at least twelve months written notice of termination to take effect from 1<sup>st</sup> April in any year PROVIDED that:

18.1.1 the notice of termination may be in whole or in relation to one or more Parts of this agreement only

18.1.2 such notice may not take effect before whichever is the later of:

18.1.2.1 31st March 2013; or

18.1.2.2 where the notice involves the termination of any Part of this agreement to which the Member Authority giving the notice is a party, not before the date specified in that Part as the Earliest Termination Date

18.2 In the event of termination of this agreement (whether in accordance with **Clause 18.1** or otherwise) in whole or in part then the provision of **Schedule 2** shall have effect

**19 Amendment & Review**

19.1 The Joint Committee shall from time to time review the operation of this Agreement and the means by which the functions (or any of them) delegated to the Joint Committee are performed including looking at alternative models for service delivery; such reviews to be undertaken:

- 19.1.1 every two years or at such other intervals as appear to the Joint Committee to be appropriate; or
- 19.1.2 at the request of any Member Authority if in the opinion of that Authority (such Authority acting reasonably) the performance of any of the Shared Service Function is not achieving the agreed targets in the relevant annual Business Plan or any service standards described in any subsequent Part of this agreement

AND the Joint Committee shall make proposals to the Member Authorities for any changes which seem to the Joint Committee to be reasonable and appropriate in the circumstances

- 19.2 Where the Member Authorities agree to make changes to this Agreement other than as mentioned in **Clause 3**, a Deed of Variation shall be entered into between the Member Authorities and appended to this Agreement

**20 Equalities & Diversity**

- 20.1 The Member Authorities and the Joint Committee shall each fulfil their statutory and moral obligation to promote equality in both service delivery and employment policies and practice and will work to acquire Achieving Status of the Equality Framework for Local government within locally agreed timetables.

**21 Exclusion of Third Party Rights**

- 21.1 Nothing in this agreement shall be enforceable by persons other than the parties hereto

**Part I**  
**SCHEDULE 1**

**JOINT COMMITTEE – TERMS OF REFERENCE**

Subject to the terms of the Worcestershire Shared Services Partnership Agreement to:

- (i) Oversee the implementation, development and on-going operation of the shared services
- (ii) Ensure the effective delivery of the shared service functions in accordance with the terms of the agreement
- (iii) Monitor the effectiveness of those arrangements and make recommendations to the Participating Authorities e.g. in the event of any changes to legislation, developments in best practice or the requirements imposed on Member Authorities
- (iv) On an annual basis, agree a three year business plan for each shared service including:
  - Service delivery, service development & financial objectives
  - Performance improvement & efficiency targets
  - Staffing
  - Business continuity planning
  - Risk management
- (v) Set annual capital, revenue and staffing budgets for each shared service and no later than 1<sup>st</sup> December in each year submit these to the Member Authorities for approval as part of the business plan
- (vi) Monitor the operational performance of the shared services on [a quarterly basis]
- (vii) Ensure service delivery is in accordance with the key performance indicators and agreed national, regional and local priorities
- (viii) Ensure effective action is taken to remedy any under-performance in the delivery of services
- (ix) Monitor the financial performance of each shared service – quarterly report and monthly updates
- (x) Determine the terms of employment of all staff within the shared service functions
- (xi) Determine the arrangements for support services in agreement with the Host Authority and participating Authorities, in consultation with the Head of Shared Service
- (xii) Produce an annual report to the member Authorities by no later than 30<sup>th</sup> June in each year covering the performance of the shared services in the 12 month period ending on the preceding 31<sup>st</sup> March
- (xiii) Co-operate with and participate in Overview and Scrutiny exercises of the Member Authorities
- (xiv) Review the operation and effectiveness of the shared service arrangements at least every two years, consider ways in which the Shared Services partnership can be expanded and make recommendations to the Member Authorities as appropriate

**RULES FOR THE CONDUCT OF MEETINGS AND PROCEEDINGS OF THE JOINT COMMITTEE**

1. Annual Meeting

- 1.1 The Joint Committee shall in every year hold an Annual Meeting
- 1.2 The first meeting held after 31<sup>st</sup> May in any year shall be the Annual Meeting
- 1.3 The Joint Committee may in every year hold in addition to the Annual Meeting such other meetings as they may determine

2. Appointment of Chairman and Vice Chairman

- 2.1 Subject to paragraph 2.4 below, the Joint Committee shall at their Annual Meeting appoint one of their members to be Chairman who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office for a period of 12 months or until his successor becomes entitled to act
- 2.2 In the case of an equality of votes in respect of the appointment of a Chairman the person presiding at the meeting shall give a casting vote in addition to any other vote he may have
- 2.3 The Joint Committee shall at their Annual Meeting appoint one of their members to be Vice Chairman who shall, unless he resigns his office or ceases to be a member of the Joint Committee, continue in office until his successor becomes entitled to act
- 2.4 A particular Member Authority's appointee may not be appointed as Chairman if any other person appointed by that Member Authority has held that office (otherwise than to fill a casual vacancy) in the immediately preceding seven years

3. Casual Vacancies

- 3.1 On a casual vacancy occurring in the office of Chairman or Vice Chairman of the Joint Committee the vacancy shall be filled by the appointment by the Joint Committee of one of their members at the next meeting and the person so appointed shall hold office until the date upon which the person in whose place he is appointed would regularly have retired

4. Conduct of Meetings

- 4.1 At a meeting of the Joint Committee the Chairman if present shall preside
- 4.2 If the Chairman is absent for a meeting of the Joint Committee the Vice Chairman shall preside
- 4.3 If both the Chairman and Vice Chairman of the Joint Committee are absent another member of the Joint Committee chosen by the members of the Joint Committee shall preside

5. Calling of Meetings

5.1 The Secretary of the Joint Committee shall summon the members to such meetings as may:

5.1.1 have been agreed in accordance with paragraph 1.3;

5.1.2 be called by the Chairman of the Joint Committee or, if the office of Chairman is vacant, the Vice Chairman of the Joint Committee at any time;

5.1.3 be requisitioned by any two members of the Joint Committee giving notice in writing signed by them to the Secretary of the Joint Committee specifying the nature of the business to be transacted; or

5.1.4 be requisitioned by any Member Authority giving notice in writing to the Secretary of the Joint Committee specifying the nature of the business to be transacted and signed by the Chief Executive or proper officer of the Member Authority

5.2 Unless the persons giving notice requisitioning a meeting in accordance with **paragraph 5.1.3** or **paragraph 5.1.4** agree otherwise any meeting consequent upon such a requisition shall so far as practicable be held within 10 working days of the date of the receipt of the requisition by the Secretary to the Joint Committee

5.3 At least five clear working days before a meeting of the Joint Committee

5.3.1 notice of the time and place of the intended meeting shall be published at the offices of each Member Authority and

5.3.2 subject to **paragraph 5.4** below a summons to attend the meeting, specifying the agenda for that meeting and signed by the Secretary to the Joint Committee shall be sent to:

5.3.2.1 every member of the Joint Committee; and

5.3.2.2 the proper officer of every Member Authority

either by sending by first class mail to the usual place of residence of the member (or principle office address of the Member Authority) or by sending an electronic copy by e-mail to any e-mail address notified to the Secretary of the Joint Committee for that purpose

5.4 Lack of service of the summons in accordance with **paragraph 5.3.2** shall not affect the validity of a meeting

5.5 No business shall be transacted at a meeting requisitioned by the members of the Joint Committee other than that specified in the agenda

6. Nominated Officers To Attend

6.1 The Chief Executive or other nominated officer and the s151 Officer of each Member Authority shall be entitled to attend every meeting of the Joint Committee

7. Meetings in Public

7.1 Meetings of the Joint Committee shall be held in public except in respect of any item where the agenda for the meeting indicates that the public will be excluded in accordance with the provisions of the Local Government Act 1972 Part VA.

8. Quorum

8.1 No item of business shall be transacted at a meeting of the Joint Committee unless at least one member is present from each Member Authority entitled to vote thereon having regard to the provisions of **paragraph 9.5.1** (Member Authorities not to vote in respect of Shared Service Functions in which they do not participate)

9. Proceedings of Meetings

9.1 Minutes of the proceedings of every meeting of the Joint Committee shall, subject to **paragraph 9.2**, be drawn up and entered in a book kept for that purpose and shall be signed at the next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof

9.2 Notwithstanding anything in any enactment or rule of law to the contrary, the minutes of the proceedings of the Joint Committee may be recorded on loose leaves consecutively numbered, the minutes of the proceedings of any meeting being signed and each leaf comprising those minutes being initialled at the next following meeting of the Joint Committee by the person presiding thereat and any minute purporting to be so signed shall be received in evidence without further proof

9.3 Until the contrary is proved, where a minute of any meeting of the Joint Committee has been made and signed in accordance with this paragraph, the Joint Committee shall be deemed to have been duly constituted and to have had power to deal with the matters referred to in the minute, the meeting shall be deemed to have been duly convened and held and the members present at the meeting shall be deemed to have been duly qualified

9.4 A copy of the minutes of the proceedings at each meeting of the Joint Committee shall be sent to the Proper Officer of each Member Authority within fourteen days after the date of the meeting at which they are signed

9.5 Subject to the following all questions coming or arising before the Joint Committee shall be decided by a majority of the members of the Joint Committee present and voting thereon at a meeting of the Committee

9.5.1 the members appointed by any particular Member Authority shall not vote on any matter relating solely to the functions delegated under any subsequent Part

of this Agreement in respect of which that Authority is not a Participating Authority

9.5.2 decisions on the following matters relating to the functions delegated under any subsequent Part of this agreement shall not be effective without a unanimous decision of all members attending and entitled to vote thereon:-

- recommendation of any Business Plan to the Member Authorities in respect of any Shared Service
- major changes to the standards of service to be delivered
- the procurement of new IT systems affecting the delivery of the whole or significant parts of any Shared Service Function where not referred to in the Business Plan recommended by the Joint Committee as above and previously approved by the Participating Authorities
- purchase, sale or lease of assets above a value of [£30,000] where not referred to in the Business Plan recommended by the Joint Committee as above and approved by the Participating Authorities
- agreeing to provide services to an Authority which is not a Member Authority

9.6 In the case of an equality of votes, the person presiding at the meeting shall have a casting vote

9.7 The method of voting at meetings of the Joint Committee shall be by show of hands and on the requisition of any member of the Joint Committee and seconded by one other member of the Joint Committee made before the vote on any question is taken the voting shall be recorded to show whether each member present and voting gave his vote for or against that question

9.8 The names of the members present at the meeting of the Joint Committee shall be recorded

10. Standing Orders

Subject to the provisions of this Schedule the Joint Committee may make Standing Orders for the regulation of their proceedings and business and may vary or revoke any such Standing Orders

11. Sub-Committees

The provisions of this Schedule 1 shall apply mutatis mutantis to meetings of sub-committees as they do to meetings of the Joint Committee PROVIDED that in the case of a sub-committee to which **Clause 6.2.1** applies, reference in **paragraph 5** of this Schedule to the Secretary of the Joint Committee shall be construed as a reference to the Monitoring Officer of the Host Authority

**Part I**  
**SCHEDULE 2**

**EFFECTS OF TERMINATION**

- 1 In the event of any one or more Member Authority giving notice to terminate this agreement or any Part in accordance with **Clause 17** then
  - 1.1 the Joint Committee shall meet within one month of the service of any such notice of termination for the purpose of preparing an implementation plan for the termination
  - 1.2 the Member Authorities shall each act reasonably in co-operating with each other and facilitate the disaggregation of the Shared Service Functions in such a manner (including entering into any transitional arrangements) so as to:
    - 1.2.1 cause the least disruption to customers and to maintain levels of service so far as possible;
    - 1.2.2 agree arrangements for the transfer of staff and avoid redundancies wherever possible;
    - 1.2.3 facilitate the transfer of data and records; and
    - 1.2.4 mitigate costs so far as practicable
  
- 2 Save as mentioned in **paragraph 3** of this Schedule:
  - 2.1 the Member Authority giving notice of termination (or if there is more than one such Member Authority then each of them in equal shares) shall bear all costs arising out of or in connection with such termination and shall indemnify the remaining Member Authorities against all costs and expenses incurred or to be incurred by them arising out of or in connection with that termination including (without prejudice to the generality of the foregoing):
    - costs of redundancy or re-deployment of any staff
    - termination of any lease or licence for the occupation of any premises or use of any equipment including ICT hardware or software agreements (all such matters to be at the discretion of those Member Authorities other than have given notice to terminate the Shared Service Function)
    - procurement of any alternative accommodation or relocation of any services or staff; procurement implementation or reconfiguration of any equipment, ICT hardware or software reasonably required for the provision of the on-going shared service by those Member Authorities other than have given notice to terminate
    - preparation, disaggregation and transfer of any data and records

- staff costs and administrative overheads in connection with any of the above (but not including any on-going increased costs of providing the services after the date of termination due only to diseconomies of scale)
- 2.2 the Member Authority (or Authorities) giving notice of termination shall with effect from the date of termination cease to be entitled to the use of any premises or assets (including the use of any ICT hardware or software) purchased by or on behalf of the Joint Committee for the purposes of undertaking the Shared Service Functions which are the subject of the termination and all such assets shall be the sole property of the remaining Member Authorities absolutely
- 2.3 where prior to the date of service of the notice of termination any assets or premises belonging to the Member Authority giving such notice of termination are being utilised for the purposes of the Joint Committee then, notwithstanding the termination of this agreement, the remaining Member Authorities shall be entitled to continue using such assets or premises for the purpose of that Shared Service Function on the same terms as previously
- 3 In the event that:
- 3.1 all the Member Authorities agree to discontinue the provision of any Shared Service Functions; or
- 3.2 notice of termination has been given in accordance with clause 13 and there are not at least two Member Authorities wishing to continue with the provision of that Shared Service Function then all costs as mentioned in **paragraph 2.1** above shall be deemed to be costs of the Joint Committee and apportioned amongst all the Member Authorities in accordance with **clause 8.7** and the relevant Part(s) to this agreement provided that the costs of providing any new premises or equipment shall be a cost of the individual Member Authority procuring the same

**Part I**  
**Schedule 3**  
**Data Protection**

1. For the purpose of this Schedule, the terms “personal data”, “sensitive personal data”, “processing”, “Data Processor”, “Data Subject” “Data Controller” and Recipient shall have the meanings given to them in the Data Protection Act 1998 (“DPA”) as amended or re-enacted from time to time.
2. Each of the Member Authorities agrees to comply with all applicable provisions of the DPA in respect of personal data for which it acts as a Data Controller. Personal Data will continue to be processed pursuant to the existing Notifications served pursuant to Part III of the DPA in respect of each of the Member Authorities.
3. The Joint Committee shall act as the Data Processor of the Controlling Party for the purposes of the DPA and shall only process personal data on behalf of a Controlling Party, upon the instructions of the Controlling Party.
4. To the extent that the Joint Committee processes personal data on behalf of a Member Authority, the Joint Committee:
  - 4.1 confirms that it is not and at all times will not be in breach of any laws of the country in which the personal data will be processed which would prevent it from processing the personal data or would give rise to a liability for the Controlling Party and that it has all necessary power and authority to act as Data Processor to the Controlling Party;
  - 4.2 confirms that it has and will at all material times have in place appropriate technical and organisational measures against accidental or unlawful destruction of the personal data or accidental loss, alteration, unauthorised or unlawful disclosure of or access to the same and adequate security programs and procedures in place to ensure that unauthorised persons will not have access to the data processing equipment used to process any personal data and that any persons it authorises to have access to any personal data will respect and maintain the confidentiality and security of the personal data;
  - 4.3 shall provide the Controlling Party at reasonable intervals within 30 days of request a written description of the technical and organisational measures referred to in above in sufficient detail to enable the Controlling Party to determine whether such measures are sufficient to ensure that the Controlling Party is complying with the DPA;

- 4.4 shall ensure that its programs and procedures described in **Paragraph 4.2** reflect the level of damage that might reasonably be expected to be suffered by a Data Subject as a result of any unauthorised access and disclosure and it has and at all times will have specifically addressed the nature of sensitive personal data within such programs and procedures;
- 4.5 shall ensure that it shall only use personal data for a purpose which is authorised by the Controlling Party and which is compliant with all applicable laws and Guidance;
- 4.6 confirms that it will process personal data only to the extent necessary to perform its obligations under this Agreement and/or as specifically instructed by the Controlling Party and that such data will be processed only in accordance with the DPA and any other applicable law;
- 4.7 shall not sub-contract to any third party any of its obligations to process personal data on behalf of the Controlling Party unless all of the following provisions of this Paragraph have been complied with:-
  - 4.7.1 the Processing Party has supplied to the Controlling Party such information as the Controlling Party may require to ascertain that such sub-contractor has the ability to comply with the provisions of the seventh principle of the DPA; and
  - 4.7.2 the Processing Party has obtained the prior written consent of the Controlling Party; and
  - 4.7.3 the proposed sub-contractor has entered into a contract with the Controlling Party substantially upon the terms of this Agreement.
- 5. Each Member Authority shall co-operate with the other member Authorities and the Joint Committee to ensure compliance by all parties with the DPA
- 6. The Joint Committee and the Host Authority not use any personal data disclosed to it by a Controlling Party or an individual solely for its own use or disclose or transfer any personal data or any data derived from personal data (whether or not the same still constitutes personal data) to any third party without the prior written consent of the relevant Controlling Party save that without prejudice to any other provisions of this Schedule including **Paragraph 4.2** each Party shall be entitled to disclose such personal data:

- 6.1 to its employees and parties to whom such disclosure is reasonably necessary in order for the Joint Committee to carry out its obligations under this Agreement;
- 6.2 to the extent required under a court order provided that such disclosure is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Schedule and a Party required to disclose such data under any court order shall immediately upon becoming aware of such requirement serve written notice of such requirement on the Controlling Party;
- 6.3 not transfer any personal data to any country outside the UK without the express prior written consent of the Data Controlling Party;
- 6.4 appoint and identify to the Controlling Party an individual within its organisation authorised to respond to enquiries from a Controlling Party concerning its processing of personal data and will deal with all such enquiries promptly, including those from the Information Commissioner and in any event within any time frame stipulated by applicable law and will to the extent reasonably necessary co-operate with and assist any Controlling Party in ensuring compliance with any Data Subject rights of data access, correction, blocking, suppression or deletion relating to the personal data and in the defence or management of any enforcement action or assessment by the Information Commissioner;
- 6.5 provide access upon reasonable notice to its data processing facilities, data files and documentation needed for processing of personal data and to permit auditing and / or certification by a Controlling Party (or any other duly qualified auditors or inspection authorities) in order to ascertain compliance with this Schedule;
- 6.6 notify the Parties of any provisions in any local law or of any changes in the laws of the country in which personal data is processed which does or could affect the Party's ability to perform its obligations under these clauses or which does or may give rise to a liability for a Party;
- 6.7 notify the relevant Controlling Party when personal data is found to be inaccurate or inadequate for the particular purpose. It will be the responsibility of the Controlling Party to correct the data or instruct the Processing Party to amend the data and notify all other Recipients of the data;

- 6.8 co-operate and aid other Parties in respect of any request by a third party for information in accordance with the Freedom of Information Act 2000.
7. Without prejudice to the indemnities at **Clause 14** each Member Authority and the Joint Committee shall indemnify and keep indemnified the other Member Authorities against all losses sustained by any Member Authority in respect of any breach of the DPA or to the extent the same arises as a result of any breach of this **Schedule 3** by that Member Authority or the Joint Committee.
8. Upon termination of this Agreement for whatever reason the relevant Processing Party shall:
- 8.1 cease processing personal data on behalf of the Controlling Party forthwith; and
- 8.2 at the Controlling Party's option, either forthwith return to the Controlling Party all copies of the Personal Data which it is processing or has processed upon behalf of the Controlling Party, or destroy and/or delete from its systems the same within 14 days of being requested to do so by the Controlling Party and issue a certificate signed by an authorised representative of the Processing Party certifying that such deletion or destruction has taken place;
- 8.3 The Joint Committee shall at the request and expense of the relevant Member Authority use its reasonable endeavours to provide that Member Authority with a copy of all data in respect of which the relevant Member Authority is the Controlling Party or so much of that data as the relevant Member Authority may request and in such format as the relevant Member Authority may reasonably require.

**THE COMMON SEAL of  
WORCESTERSHIRE COUNTY COUNCIL**

was hereunto affixed in the  
presence of:

**Head of Legal and Democratic Services**

**THE COMMON SEAL of  
BROMSGROVE DISTRICT COUNCIL**

was hereunto affixed in the  
presence of:

**THE COMMON SEAL of  
MALVERN HILLS DISTRICT COUNCIL**

was hereunto affixed in the  
presence of:

**Head of Legal & Governance**

**THE COMMON SEAL of  
REDDITCH BOROUGH COUNCIL**

was hereunto affixed in the  
presence of:

**THE COMMON SEAL of  
WORCESTER CITY COUNCIL**

was hereunto affixed in the  
presence of:

**Legal and Democratic Services Manager**

**THE COMMON SEAL of  
WYCHAVON DISTRICT COUNCIL**

was hereunto affixed in the  
presence of:

**Managing Director**

**Head of Legal and Support Services**

**THE COMMON SEAL of  
WYRE FOREST DISTRICT COUNCIL**

was hereunto affixed in the  
presence of:

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