

Dated:

2019

**PARTNERSHIP AGREEMENT
IN RELATION TO
ADOPT LONDON NORTH
REGIONAL ADOPTION AGENCY**

Between:

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

Peter Fehler
Acting Director of Law and Governance
London Borough of Islington

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THIS AGREEMENT is made on the

day of

2019

Between:

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

(Together “the Partners” and, individually a “Partner”)

BACKGROUND

- A) The Partners agree to the establishment of Adopt London North (“ALN”);
- B) The aim of ALN is set out in Schedule 1 to this Agreement;
- C) This Agreement describes the operational basis for running Adopt London North.

This Agreement is made under the powers conferred below and all other enabling powers now (and in the future) vested in the Partners:

- 1) S.1 Localism Act 2011 provides a general power of competence allowing local authorities to do anything that individuals generally may do.
- 2) S. 101 (1) (b) Local Government Act 1972 and Regulation 5 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations SI 2012/1019 provides that a local authority may delegate their functions to another local authority.
- 3) S.111 Local Government Act 1972 provides for a local authority shall have the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.
- 4) S.1 Local Government (Contracts) Act 1997 (power to enter into contracts).
- 5) S.3 Local Government Act 1999 (Duty of Best Value).

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

AGREED TERMS

1. DEFINITION AND INTERPRETATION

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

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

Agreement means this Agreement and attached Schedules;

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

ALN Management Board means a board made up of representatives of the Partners to oversee and advise ALN during the period of this Agreement as further described at Schedule 8;

ALN Management Board Representatives is as defined in Schedule 4;

Annual ALN Plan has the meaning set out in clause 7;

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

Assets Register means a register of all the Assets owned and used by the respective Partners in the delivery of ALN as set out in Schedule 7 to be regularly updated and maintained by the Partners;

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

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

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

Commencement Date means the 1st October 2019;

Data Protection Legislation means:

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

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

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

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

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

Existing Assets means such assets as are owned or operated by the Host Authority for or in relation to the Services prior to the Commencement Date or such assets owned or operated by the Partners to be transferred to the Host Authority prior to the Commencement Date for the delivery of the Services;

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

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

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

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

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

- a) fire, flood, earthquake, windstorm or other natural disaster;
- b) epidemic or pandemic;
- c) riot, civil commotion, industrial dispute (not directly involving any Partner), war sabotage or terrorist attack;
- d) nuclear, chemical or biological contamination,

- e) compliance with any law or governmental order, rule, regulation or any action taken by the government; and
- f) extreme adverse weather conditions.

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

Host Authority means the London Borough of Islington;

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

Information has the meaning given under section 84 of FOIA;

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

Initial Period means the period commencing on the Commencement Date and ending at the end of the first full financial year of operation (31 March 2021);

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

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

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

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

Monitoring the process for assessing the effectiveness of services purchased;

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

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

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

Personal Data shall have the same meaning as set out in the DPA 1998;

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

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

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

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

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

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

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

Service User means Individual who are eligible to receive the Service;

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

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

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

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

Transfer Date means 1st October 2019;

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

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

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

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

Working Day means any day except Saturday, Sunday, in any year and a public holiday in England.

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

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.3 Words in the singular include the plural and vice versa.
- 1.4 A reference to one gender includes a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to writing or written includes email and other electronic transmission of information.
- 1.7 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.8 Reference to clauses and Schedules are to the clauses and Schedules of this Agreement. References to paragraphs are to paragraphs of relevant Schedules.
- 1.9 In the event of any inconsistency between the provisions of the body of this Agreement and the Schedules, the body of this Agreement shall take precedence.

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term. This Agreement will be reviewed at the end of the Initial Period, and thereafter shall be reviewed every 3 years.

3. INITIAL PERIOD AND EXTENDING THE TERM

- 3.1. Six months prior to the expiry of the Initial Period the Partners, led by the Host Authority, shall commence a review of ALN arrangements, in particular the financial arrangements set out in schedule 5 and this Agreement which will be concluded three months prior to the expiry of the Initial Period.
- 3.2. No later than six (6) months prior to the end of the Term of this Agreement, the Partners may agree to extend the Term by whatever period of time they see fit and any agreement to extend shall be recorded in a written agreement signed by an authorised signatory of each Partner. If the Agreement is not extended the provisions of clause 32 shall apply.

4. ALN ARRANGEMENTS

- 4.1. Each Partner will contribute financially to the staffing and running costs of ALN as described in Schedule 5.
- 4.2. The Host Authority shall appoint staff who shall be employees of the Host Authority and shall be responsible for providing the Services to be provided by the Host Authority on behalf of the Partners subject to the provisions of Clause 13. For the avoidance of doubt, some of those staff may be Transferring Employees.

5. DELEGATION OF FUNCTIONS

- 5.1. The Partners have appointed Islington to act as the Host Authority and have delegated the functions set out in Schedule 2 to the Host Authority.
- 5.2. Islington has agreed to accept the delegation of the functions referred to in Schedule 2 from the other Partners.
- 5.3. Additional services may not be brought within the scope of this Agreement during the Term other than by direction of the ALN Management Board and subject to unanimous agreement by all Partners. Additional functions may only be brought within the scope of this Agreement following the conclusion of the required governance processes of each Partner in each case in consultation with the ALN Management Board.

6. SERVICES

- 6.1 The Host Authority agrees to provide Assets and procure staff and resources derived from the Financial Contributions of the Partners to carry out the functions of ALN. The Host Authority shall provide the Services and will be accountable to the ALN Management Board and the Partners for the following:
 - a) To ensure the proper discharge of the statutory functions listed at Schedule 2 and the Services;

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

7. ANNUAL ALN PLAN

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

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

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

8. FINANCIAL CONTRIBUTIONS

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

8.2. The Partners will adhere to the financial protocol as described at Schedule 5.

9. OVERSPENDS AND UNDERSPENDS

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

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Each Partner shall retain ownership of all existing Intellectual Property Rights in existence at the date of this Agreement in any material which it has created or the creation of which was undertaken by a third party which it commissioned to create that material. Subject to the Intellectual Property Rights of any third parties, each of the Partners hereby grants to each of the other Partners a perpetual non-exclusive royalty free licence to use operate copy and modify their intellectual property that is reasonably and properly required for the purpose of operating ALN. The licence granted pursuant to this Clause 10.1 shall not be revoked upon the relevant Partner's withdrawal from this Agreement or upon termination of this Agreement.
- 10.2 All Intellectual Property Rights in material developed by any of the Partners for the purposes of the operation of ALN during the Term (as between the Partners) shall vest in the Host Authority on behalf of all the Partners. Upon expiry or termination or withdrawal of a Partner, the Host Authority shall grant the Partner(s) that are no longer a party to this Agreement a non-exclusive, irrevocable, royalty free licence to use and copy material in the Intellectual Property Rights dealt with under this clause 10.2 which vest in the Host Authority on behalf of all the Partners.
- 10.3 The Host Authority shall take reasonable and commercially prudent steps to obtain for itself and the other Partners such rights in respect of the Intellectual Property Rights of third-party contractors and other organisations as is reasonably necessary for the provision of the Service and the operation of ALN.

11. PREMISES

- 11.1 Subject to clause 31 (termination), the Host Authority and other Partners agree to make available appropriate Accommodation, working space and associated facilities and services, including bookable meeting rooms as shall be appropriate for delivery of the Service for the Term, and as more fully described in Schedule 7, unless otherwise agreed between the Host Authority and relevant Partner.
- 11.2 The Host Authority shall ensure that no staff engaged in the delivery of the Service shall use any other Partners' accommodation, working space or associated facilities and services for any reason other than to perform the Service.
- 11.3 The Host Authority and the other Partners licence all appropriately authorised staff engaged in the Service ("the Licenced Staff") to enter Authority Premises for the proper performance of the Service and to utilise free of charge such accommodation, working space, or associated facilities and services as shall be provided from time to time by the relevant Partner subject to compliance by the

Licenced Staff with any policies, access conditions and site conditions as may apply from time to time such as hot-desking / smart working, a clear desk policy etc.

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

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

12. ASSETS

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

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

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

12.4 Nothing in this Agreement shall be deemed to pass any Existing Assets from one Party to another unless all the Parties specifically agree in writing.

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

13. STAFFING AND PENSIONS

13.1. Provision of staffing information and warranties

13.1.1. Without prejudice to its obligation pursuant to the Regulations to provide the Employee Liability Information, the Partners shall on or before 23rd September 2019 to the extent lawfully permitted provide the Host Authority with the Employee Schedule and Staffing Information as set out in Schedule 9.

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

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

- 13.1.3.1. that the information in the Employee Schedule and the Staffing Information shall be complete and accurate and kept up-to-date;
 - 13.1.3.2. that neither it (nor any other employer of a Transferring Employee) is in material breach of the contract of employment of any of the Transferring Employees nor is any Transferring Employee in material breach of his contract of employment save for any information provided pursuant to clause 13.1.1 and 13.1.2 above;
 - 13.1.3.3. that none of the Transferring Employees have given or received notice of termination of employment nor are any of the Transferring Employees the subject of any material disciplinary action nor is any Transferring Employee engaged in any grievance procedure save for any information provided pursuant to clauses 13.1.1 and 13.1.2 above; and
 - 13.1.3.4. that neither it (nor any other employer of a Transferring Employee) is engaged in relation to any Transferring Employee in any dispute, claim or legal proceedings, arising under contract or common law or arising out of or relating to any statute including the provisions of the Regulations and any claim or allegation of unlawful discrimination save for any information provided pursuant to clauses 13.1.1 and 13.1.2 above;
 - 13.1.3.5. that the Transferring Employee's pension benefits accrued within the relevant Partner's Pension Fund are fully funded as at the Transfer Date as determined by the actuary to the relevant Partner's Pension Fund;
- 13.1.4 Each Partner Transferor shall indemnify the Host Authority from and against all Losses incurred by the Host Authority in connection with or as a result of a breach of their obligations under this clause 13.1.

13.2. Information and consultation

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

13.3. Indemnities

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

- 13.3.1.1. any claim or demand by any Transferring Employee or former Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, equal pay, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender reassignment, marital status, religion or belief, personal injury, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the employer in respect of any Transferring Employee or former Transferring Employee, or any claim relating to the period on and before the Transfer Date provided that such losses are not payable as a result of any act or omission of the Host Authority (and for the avoidance of doubt, this indemnity shall apply in respect of all Losses incurred by the Host Authority in respect of the period after the Transfer Date where the claim (such as, without limitation, a claim for equal pay) arises out of circumstances which arose on or before the Transfer Date);
- 13.3.1.2. any failure by a Partner Transferor or any other employer of the Transferring Employees to comply with its obligations under Regulations 13 and 14 of the Regulations, or any award of compensation under Regulation 15 of the Regulations, save where such failure arises from the failure of the Host Authority to comply with its duties under Regulation 13 of the Regulations save that no Partner Transferor will be held liable for any losses in respect of any Transferring Employee who is not, or was not its employee, any person who was not its employee and any act, fault or omission of one of the other Partner Transferors;
- 13.3.1.3. any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing the Transferring Employees (or other employees of each Partner Transferor) arising from or connected with any failure by each Partner Transferor or any other employer of the Transferring Employees to comply with any legal obligation to such trade union, body or person; and/or
- 13.3.1.4. any claim by any person (other than a Transferring Employee) in respect of which the Host Authority incurs or is alleged to

incur responsibility or liability as a result of the operation of the Regulations.

13.3.2. The Host Authority shall (in respect of Transferring Employees employed by the Host Authority), indemnify each Partner Transferor against all Losses incurred by the Partners in connection with or as a result of:

13.3.2.1. any claim or demand by any Transferring Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) including any claim for unfair dismissal, wrongful dismissal, equal pay, a redundancy payment, breach of contract, unlawful deduction from wages, discrimination on the grounds of sex, race, disability, age, sexual orientation, gender re-assignment, marital status, religion or belief, a protective award or a claim or demand of any other nature, in each case arising directly or indirectly from any act, fault or omission of the Host Authority, as the case may be, in respect of any Transferring Employee on or after the Transfer Date;

13.3.2.2. any failure by the Host Authority to comply with its obligations under Regulation 13 of the Regulations, an award of compensation under regulation 15 and/or

13.3.2.3. any claim or demand by any Transferring Employee arising out of any change or proposed change in the terms and conditions of employment or working conditions of that person on or after their transfer to the Host Authority on the Transfer Date, where that Transferring Employee would have been a Transferring Employee but for their resignation or decision to treat their employment as terminated under Regulation 4(9) and or Regulation 4(11) of the Regulations on or before the Transfer Date as a result of any such changes;

13.3.2.4. any claim by any trade union or other body representing the Employee (or other employees of the Host Authority) arising from or connected with any failure by the Host Authority to comply with any legal obligation to such trade union, body, or person.

13.3.3. Each Partner Transferor shall be responsible for all remuneration, benefits, entitlements, and any outgoings in respect of their Transferring Employees (including all wages, holiday pay, bonuses, commissions, market supplements, subscriptions, payment of PAYE, and national insurance contributions and pension contributions and otherwise) which are attributable in whole or part to the period up to and including the Transfer Date, and will indemnify the Host Authority against all losses incurred by the Host Authority in respect of the same.

13.3.4. The Host Authority shall be responsible for all wages, holiday pay, bonuses, commission, subscriptions, payment of PAYE, national insurance

contributions and pension contributions and otherwise which are attributable in whole or part to the period after the Transfer Date, and will indemnify each Partner Transferor against losses in respect of the same.

13.4. Pensions

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

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

13.5 Personnel Files

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

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

13.6 Indemnities - Further Provisions

In respect of the indemnities in this Agreement:

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

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

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

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

13.7 TUPE and Transferring Employees

13.7.1 The Host Authority and the Partners agree that the delegation of the Partners' adoption function set out in Schedule 2 to the Host Authority shall constitute a relevant transfer for the purposes of TUPE and that the contracts of employment (together with any collective agreements) of the Transferring Employees shall have effect (subject to regulation 4(7) of TUPE) thereafter as if originally made between those employees and the Host Authority.

13.7.2 If it is subsequently decided or determined that TUPE does not apply to any person who is a Transferring Employee, the Host Authority shall offer to each and every such employee a new contract of employment commencing on the Transfer Date under which the terms and conditions including full continuity of employment shall not differ from those enjoyed immediately prior to the Transfer Date and the offer shall be made in writing, shall be open for acceptance for a period of not less than fourteen (14) days and shall be made as soon as is practicable and in any event no later than fourteen (14) days after the decision or determination is known to the Host Authority

13.7.3. Where any such offer as referred to in clause 13.7.2 is accepted, the indemnities set out in clauses 13.3.1.1 and 13.3.2.1 shall apply as if there had been a relevant transfer under TUPE in respect of each and every Transferring Employee who has accepted any such offer.

13.7.4 For the avoidance of doubt, where any such offer is not accepted and TUPE does not apply, the Transferring Employee shall remain an employee of the relevant Partner.

14 ALN MANAGEMENT GOVERNANCE

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

15 HOST SUPPORT

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

16 ALN MANAGEMENT BOARD QUARTERLY REVIEW AND REPORTING

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

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

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

17 ANNUAL REVIEW

17.6 The Partners agree to carry out an annual review of ALN to be presented to the ALN Management Board within three months of the end of each Financial Year (the 'Annual Review') to include the following:

- a) Performance in the previous Financial Year against the Aims principles and Objectives of ALN;
- b) The performance of the individual services against the targets specified and contained in the Annual ALN Plan;
- c) Plans to address any underperformance in ALN;
- d) Actual expenditure compared with agreed budgets and reasons for and plans to address any actual or potential underspends or overspends;
- e) Review of plans and performance levels for the following year; and
- f) Plans to respond to any changes in policy or legislation applicable to this Agreement

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

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

18 VARIATIONS AND FAIR DEALINGS

- 18.1 The Host Authority and the partners recognise that it is impracticable to make provision for every contingency which may arise during the course of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them and that if, in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use reasonable endeavours to agree upon such action as to be necessary to remove the cause or causes of such unfairness.
- 18.2 In the event of a Change in Law which impacts on the Agreement, the Host Authority will report to the Joint Management Board on the effect of that change and confirm that all necessary steps have been taken to ensure that the Services are provided in accordance with the Law. If the event of a Change in Law impacts on the Services, the Host Authority with assistance of the partners will work together to agree any necessary changes to the Services and to mitigate the effects on the Services cost. Any changes to the Services costs will be agreed in accordance with schedule 5.
- 18.3 Where the Host Authority or any of the partners request a change to this Agreement or to any of the Schedules, the ALN Management Board shall discuss the change which shall result in any one of the following:
- (a) the change is not agreed, and no further action is taken; or
 - (b) a change is agreed by unanimous decision of the ALN Management Board and the change is implemented.
- 18.4 Where a change is agreed in accordance with clause 18.3(b), the change shall be recorded in writing and signed by all the parties. Any cost implications as a result of the change shall be dealt with in accordance with Schedule 5.

19 STANDARDS

- 19.1 The Partners shall collaborate to ensure that ALN functions are discharged in accordance with:
- (a) the prevailing standards relating to provision of the Service; and
 - (b) relevant guidance specified by Ofsted and any other relevant regulator.
- 19.2 The Host Authority and all Partners will co-operate with any inspections into the Service.

20 HEALTH AND SAFETY

- 20.1 The Host Authority shall (and shall use reasonable endeavours to ensure its representatives) comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to ALN, persons working on behalf of ALN, service users and volunteers.
- 20.2 The Host Authority shall ensure that its health and safety policy statements (as required by the Health and Safety at Work etc. Act 1974) together with related policies and procedures, are made available to the ALN Management Board on request.
- 20.3 The Host Authority shall notify the ALN Management Board if any incident occurs in the performance of the Services, where that incident caused any personal injury.
- 20.4. Each Partner shall be responsible for meeting the health and safety obligations for the ALN staff whilst based in Accommodation at their premises and, in particular, they shall ensure that:
- 20.4.1 the premises are properly and regularly maintained;
 - 20.4.2 the premises are regularly risk assessed in accordance with applicable Laws; and
 - 20.4.3 they make ALN staff aware of the security policy in respect of the premises, health and safety and other policies of the Partner applicable to persons permitted access to the premises and enforce adherence to such policies.
- 20.5 The Host Authority, as the employer of the ALN staff, will be responsible for the provision of health and safety training and information and will ensure that health and safety training is regularly implemented, monitored and reviewed.

21 EQUALITY DUTIES

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

22 FREEDOM OF INFORMATION

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

- 22.2 The Partners shall:
- 22.2.1 transfer any Request for Information to the relevant Partner as soon as practicable after receipt and in any event within two working days of receiving a Request for Information;
 - 22.2.2 provide that Partner with a copy of all information in its possession or power in the form that the Partner requires within 5 Working days of the Partner requesting that information; and
 - 22.2.3 provide all necessary assistance as reasonably requested by any Partner to enable compliance with a Request for Information within the time for compliance set out in section 10 of the FOIA.
- 22.3 The Partner in receipt of the Request for Information shall be responsible for determining at their absolute discretion whether any confidential information and/or other information relating to this Agreement:
- a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
 - b) Is to be disclosed in response to the Request for Information.
- 22.4 The Partners acknowledge that the Partner in receipt of the Request for Information may be obliged under the FOIA and Environmental Information Regulations to disclose Information:
- a) without consulting with the Partner or Partners, or
 - b) following consultation with the Partners or the ALN Management Board and having taken its views into account.
- but no Partner shall disclose any Exempt Information beyond the disclosure required by the FOIA or the Environmental Information Regulations without the consent of the Partner to which it relates.
- 22.5 No Partner shall be liable to the other Partners for any damage, loss, harm or detrimental effect arising from or in connection with the disclosure of information in response to a Request for Information.
- 22.6 The Host Authority shall ensure that all information produced in the course of providing the Services including that held by Service Providers is retained for disclosure.
- 22.7 The Host Authority is discharging the functions set out in Background E and performing the Services and the Host Support in each of the Partner's administrative areas. The performance of those functions and services is paid for, monitored and directed at a strategic level by each of the Partners acting through the ALN Management Board. The Host Authority is providing certain support to the discharge

of the functions and Services as Host Services, including the provision of legal advice. The relevant officers and / or members of each of the Partners are a “client” for the purposes of legal advice and litigation privilege.

23 DATA PROTECTION AND INFORMATION SHARING

23.1 The following definitions shall apply to this Clause 23:

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

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

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

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

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

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

“**DPA 2018**” Data Protection Act 2018;

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

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

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

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

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

“Process” has the meaning given to it under the Data Protection Legislation and for the purposes of this Agreement, the processing activities taking place are described in Schedule 11 (Processing, Personal Data and Data Subjects);

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

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

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

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

- 23.2 The Host Authority shall (and shall procure that any ALN staff involved in the provision of the Agreement) comply with the Data Protection Legislation and all Partners will duly observe all their obligations under the Data Protection Legislation, which arise in connection with the Agreement.
- 23.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, each Partner is a Processor and Controller. The only processing that the Partners are authorised to do is detailed in the Information Sharing Agreement (ISA) in Schedule 3.
- 23.4 A Party shall notify the other Partners immediately if it considers that any of their instructions infringe the Data Protection Legislation.
- 23.5 A Partner shall provide all reasonable assistance to the other Partners in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Host Authority, include:
- 23.5.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 23.5.2 an assessment of the necessity and proportionality of the processing operations in relation to ALN;
 - 23.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 23.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 23.6 Each Partner shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- 23.6.1 process that Personal Data only in accordance with Schedule 11 (Processing, Personal Data and Data Subjects) unless the Partner is required to do otherwise by Law. If it is so required a Partner shall promptly notify the other Partners before processing the Personal Data unless prohibited by Law;
- 23.6.2 ensure it does not knowingly or negligently do or omit to do anything which place any Partner in breach of its obligations under the Data Protection Legislation;
- 23.6.3 ensure that it has in place Protective Measures to protect against:
- a) unauthorised or unlawful processing of Personal Data;
 - b) accidental loss or destruction of, or damage to, Personal Data, and such measures to be reviewed and approved by the ALN Management Board as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- 23.6.4 ensure the Personal Data is kept and stored securely in accordance with any reasonable requirements of the other Partners;
- 23.6.5 ensure that:
- (a) its staff do not process Personal Data except in accordance with this Agreement (and in particular the Schedule 12 (Processing, Personal Data and Data Subjects));
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any ALN staff or other Partner staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Partner's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the other Partners or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Partners or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- 23.6.6 not transfer Personal Data outside of the EU unless the prior written consent of the other Partners has been obtained and the following conditions are fulfilled:

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

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

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

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

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

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

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

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

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

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

- (a) a description of the Data Loss Event including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of data records concerned; and

- (b) a description of the measures that the Partner has taken or proposes to take to address the Data Loss Event, including, where appropriate, measures to mitigate its possible adverse effects.
- 23.8 Following notification by a Partner of a Data Loss Event under Clause 23.7.7, the Host Authority shall immediately assess the risks and consequences of the Data Loss Event to the Service and take and necessary measures, including:
 - 23.8.1 to mitigate the possible adverse effects of the Data Loss Event; and
 - 23.8.2 to protect the data and the interests/safety of the Data Subject and/or Data Controller, and inform the Partner as to the measures that it has taken.
- 23.9 The Partner's obligation to notify under Clause 24.7 shall include the provision of further information to the Host Authority in phases, as details become available.
- 23.10 Taking into account the nature of the processing, the Partner shall provide the Host Authority with full assistance in relation to any of either Partner's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 23.7 (and insofar as possible within the timescales reasonably required by the Host Authority) including by promptly providing:
 - 23.10.1 the Host Authority with full details and copies of the complaint, communication or request;
 - 23.10.2 such assistance as is reasonably requested by the Host Authority to enable the Host Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 23.10.3 the Host Authority at its request, with any Personal Data it holds in relation to a Data Subject;
 - 23.10.4 assistance as requested by the Host Authority following any Data Loss Event;
 - 23.10.5 assistance as requested by the Host Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Host Authority with the Information Commissioner's Office.
- 23.11 Each Partner shall maintain complete and accurate records and information to demonstrate its compliance with this Clause.23.
- 23.12 Each Partner shall allow for audits of its data processing activity in connection with ALN by the Host Authority or their designated auditor, in accordance with Clause 25 and comply with all reasonable requests or directions by the Host Authority to enable them to verify and/or procure that the Partner is in full compliance with its obligations under this Agreement and Data Protection Legislation.
- 23.13 Each Partner shall designate a Data Protection Officer if required by the Data Protection Legislation.

- 23.14 Before allowing any Sub-processor to process any Personal Data related to this Agreement, a Partner must:
- 23.14.1 notify the Host Authority in writing of the intended Sub-processor and processing;
 - 23.14.2 obtain the written consent of the Host Authority;
 - 23.14.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 23 such that they apply to the Sub-processor; and
 - 23.14.4 provide the Host Authority with such information regarding the Sub-processor as the Host Authority may reasonably require.
- 23.15 Each Partner shall remain fully liable for all acts or omissions of any Sub-processor.
- 23.16 Each Partner shall indemnify and keep indemnified the other Partners against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by that Partner (and, in the case of the Host Authority by the ALN staff) of this Clause 23, including but not limited to any fine imposed by the Information Commissioner's Office upon a Partner for a Data Loss Event caused by another Partner or any Sub-processors appointed by that Partner and, in the case of the Host Authority by the ALN staff.
- 23.17 The Partners may, at any time revise this Clause 23 by replacing it with any applicable controller to processor standard conditions or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 23.18 The Partners agree to take account of any guidance issued by the Information Commissioner's Office. The Partners agree to amend this Agreement to ensure that it complies with any guidance.
- 23.19 The Partners acknowledge that damages may not be an adequate remedy for breach of the provisions of this Clause 23 and reserve the right to seek equitable relief against a Partner for breach, including relief in the form of an injunction or specific performance.
- 23.20 Each Party shall be responsible for their own costs incurred in complying with this Clause 23.
- 23.21 The provisions of this Clause 23 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 23.22 The Partners shall share information about Service Users to improve the quality of care and enable integrated working in accordance with the Data Protection Legislation, the Human Rights Act 1998 and the common law duty of confidentiality and any other data protection legislation or regulations. The Partners shall adhere to the Information Sharing Protocol set out in Schedule 3 to this Agreement.

- 23.23 A Partner shall ensure that it does not knowingly or negligently do or omit to do anything which places any Partner in breach of its obligations under the Data Protection Legislation.
- 23.24 The Partners shall be responsible for facilitating Service Users in accessing their Personal Data and exercising their other rights under the Data Protection Legislation. Where a Partner receives a legitimate request from a Service User to exercise a right that affects other Partners, the receiving Partner shall promptly send that request to those other Partners.
- 23.25 If another party becomes the host authority and / or on expiry or termination of this Agreement, the Host Authority shall ensure that any Personal Data that it holds is transferred to the successor body or bodies through data and information sharing agreements that are in accordance with the Data Protection Legislation that applies at the time.

24. CONFIDENTIALITY

- 24.1 Subject to Clause 24.4, the Partners agree to keep confidential all documents relating to or received from the other Partners under this Agreement that are labelled as confidential or the Partner receiving the document should acting reasonably have known was confidential given the nature of the document, the contents, the circumstances and that way that it was provided (“Confidential Information”).
- 24.2 Subject to Clause 24.4, where a Partner receives a request to disclose Confidential Information:
- 24.2.1 Each Partner:
- a) shall treat all confidential Information belonging to the other Partner as confidential and safeguard it accordingly; and
 - b) shall not disclose any Confidential Information belonging to the other Partner to any other person without the prior written consent of the other Partner, except to such persons and to such extent as may be necessary for the performance of this Agreement
- 24.2.2 The Host Authority shall take all necessary precautions to ensure that all Confidential Information obtained from a Partner under or in connection with the Services:
- a) is given only to such of the staff engaged in advising in connection with the Services and the Host Support as is strictly necessary for the performance of those services and only to the extent necessary for the performance of those services;
 - b) is treated as confidential and not disclosed without prior approval or used by any staff otherwise than for the purpose of performing this Agreement.
- 24.3 Subject to clause 24.4, the Host Authority shall not use any Confidential Information it receives from any Partner otherwise than for the purposes of providing the Services

and the Host Support and performing its obligations in relation to ANL as described in this Agreement.

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

- a) which is or becomes public knowledge (otherwise than by breach of this clause 24);
- b) which was in the possession of the Partner, without restriction as to its disclosure, before receiving from the disclosing Partner;
- c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- d) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the disclosing Partner making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.
- f) which has to be disclosed to enable a determination to be made under the Dispute Resolution Procedure;
- g) which is required to be provided by a partner to any department office or agency of the Government.
- h) which is for the purpose of:
 - i) the examination and certification of the partner's accounts (including any External Audit of the accounts); or
 - ii) any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Partner has utilised its resources.

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

24.5.1 the examination and certification of any Financial Contributions; or

24.5.2 any examination carried out by a regulatory body
Provided that in disclosing Confidential Information under this sub-clause the Host Authority or Partner discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.

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

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

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

25 AUDIT AND SCRUTINY

- 25.1 ALN will be subject to the normal annual external auditing processes of the Host Authority.
- 25.2 The Host Authority shall include ALN and its finances in its risk assessed internal audit programme and shall make the final audit report available to the ALN Management Board.
- 25.3 The Host Authority shall make a copy of the accounts for ALN open to inspection on written notice from a partner, within a reasonable time period at any reasonable time during business hours.
- 25.4 The Partners agree that scrutiny relating to this Agreement and ALN shall be the responsibility of each Partner. Accordingly, the relevant committees of each Partner shall have the right to review any aspect of ALN as if it were an in-house function exercised by the respective Partner.

26 INSURANCE

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

27 WHISTLEBLOWING

- 27.1 Nothing in this Agreement shall prevent any ALN staff from making a protected disclosure within the meaning of the Public Interest Disclosure Act 1998. ALN staff who make a protected disclosure are protected against dismissal and victimisation in respect of the disclosure.
- 27.2 In discharging its responsibilities under this Agreement in respect of ALN, the Host Authority shall
 - 27.2.1 comply with all applicable laws, statutes, regulations and codes relating to Whistleblowing, including but not limited to the relevant provisions under the Public Interest Disclosure Act 1998. ("Whistleblowing Legislation") and insert the same provisions in any contract entered into for the provision of works, supplies or services for ALN;

27.2.2 have and maintain throughout the Term of this Agreement, policies and procedures to ensure compliance with the Whistleblowing Legislation and will enforce them where appropriate; and

27.2.3 ensure all ALN staff are given access to the Host Authority's policies on Whistleblowing.

28 INDEMNITIES AND LIABILITIES

28.1 Each Partner (Indemnifying Partner) shall indemnify and keep indemnified the other Partners (Indemnified Partner/s) against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Agreement, to the extent that any loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, the Indemnifying Partner's employees, or any of its representatives or sub-contractors, except to the extent that the loss or claim is covered by (i) insurance taken out by the Host Authority on behalf of the ALN or (ii) directly caused by or directly arises from the negligence, breach of this Agreement, or applicable Law by the Indemnified Partner or its representatives. Save as aforesaid, the Partners should be jointly liable for all losses suffered in relation to the creation and operation of the ALN including all actions, proceedings, costs, claims, demands, liability and expenses arising out of or in connection with any act or omission of the Host Authority in carrying out its duties save where such losses result from a failure to act by the Host Authority where required to do so.

28.2 Subject always to clause 27, no Partner shall be liable to the other Partner for claims by a third Partner arising from any acts or omission of a Partner following a placement identified to the ALN.

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

29 COMPLAINTS AND INVESTIGATIONS

29.1 The Host Authority shall deal with all complaints received concerning the responsibilities of ALN in the first instance through the Hosts Authority's Corporate Complaints Policy.

29.2 The Host Authority shall provide the other Partners with the name and contact details of its nominated complaints manager for ALN ("Complaints Manager").

29.3 In the event of a complaint being made against any ALN staff or ALN itself which is not resolved at the informal stage, the complaint shall be referred to the Complaints Manager as soon as practicable with any relevant details and supporting documentation. The Partners in consultation with the Complaints Manager shall agree how to proceed, albeit it is agreed that the complaint will ultimately be dealt with by the Host Authority as the employer of the ALN staff and with responsibility for the delivery of the Services.

29.4 The Partners shall each fully comply with any investigation by any statutory Ombudsman or tribunal, including providing access to Information and making staff available for interview.

30. DISPUTE RESOLUTION AND EXIT ARRANGEMENTS

30.1 The Partners shall act in good faith and use their reasonable endeavours to resolve disputes arising out of this Agreement informally in an amicable way.

30.2 The Partners shall first endeavour to resolve a dispute that has arisen through referring the dispute to the relevant Director of each affected Partner. If the relevant Directors are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (20) Working Days of the dispute being referred to them, the dispute shall be referred to the Chief Executive Officers of the affected Partners.

30.3 If the Chief Executive Officers are unable to resolve the dispute to the reasonable satisfaction of the Partners within twenty (20) Working Days of the dispute being referred to them, any one or more Chief Executive Officers may, in their absolute discretion refer the dispute to an independent mediator ("Neutral Adviser").

30.4 If the Partners are unable to agree upon the Neutral Adviser to be appointed or the Neutral Adviser agreed is unable or unwilling to act, any Partner may, give the other Partners, ten (10) days' notice of its intention to apply to the Centre for Dispute Resolution ("CEDR") to appoint a Neutral Adviser.

30.5 Within ten (10) Working Days of the appointment of a Neutral Adviser, the Partners shall meet with her / him in order to agree a programme or the exchange of information and the structure to be adopted for the mediation. The fees of the Neutral Adviser shall be met equally by the Partners.

30.6 If the Partners accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be put in writing and, once their duly authorised representatives sign it, shall be binding on the Partners.

30.7 If the Partners do not reach agreement on the dispute, any Partner may invite the Neutral Adviser to provide a non-binding but informative opinion in writing. Such opinion shall be provided on a 'without prejudice' basis and shall not be used in evidence in any subsequent proceedings commenced, without the prior written agreement of the Partners.

30.8 If the Partners do not reach agreement in the structured negotiations within forty (40) days of the Neutral's Adviser's appointment or such later time as may be agreed by the Partners in writing, then the dispute between the Partners shall be referred to an arbitrator to be agreed upon by the Partners or in default of such agreement to be nominated by the President of the Institute of Arbitrators.

30.9 The arbitrator shall act as an expert and shall be entitled to make such decision or award as he or she thinks just and equitable having regard to the relevant circumstances of the dispute. The costs of such arbitration shall follow the event or if none of the Partners succeeds they shall be apportioned between the Partners as the arbitrator, in his or her absolute discretion, thinks fit.

30.10 Any award or decision of the arbitrator shall be final and binding on the Partners.

- 30.11 If any Partner considers that there is a matter which may affect continuation of its commitment to the Partnership Agreement other than a decision to exercise an option to break under clause 31.2, it should submit an expression of concern to the ALN Management Board which will be tabled for discussion within (twenty) 20 Working Days and resolution within forty (40) Working Days. If the ALN Management Board fails to resolve the matter within forty (40) Working Days a meeting shall be held between the Directors of Children's Services and the Chief Executive of each Partner within 20 Working Days of the failure to achieve resolution at the ALN Management Board. If the Chief Executives fail to resolve the in the allotted time, then the aggrieved Partner(s) may (with the agreement of all affected Partners) jointly appoint an independent mediator the costs of which shall be borne equally between the Partners in dispute.
- 30.12 Prior to exercising an option to break under clause 31.2 any Partner that wishes to terminate its participation in the Agreement must inform the Host Authority who shall convene a meeting of the ALN Management Board within ten (10) Working Days to discuss the matter. Following the conclusion of the ALN Management Board the Partner may, in its absolute discretion, either proceed to break in accordance with clause 31.3 or continue being a Partner.
- 30.13 During the period between a notice to terminate being served and termination occurring the Host Authority with the reasonable assistance of the Partners including the exiting Partner(s) shall produce a plan for exit and continued provision of the Service which shall include:
- staffing arrangements;
 - future budget;
 - available premises and assets; and
 - maintaining the Services both in areas that are remaining in ALN and the area(s) that are exiting (although for the avoidance of doubt the Host Authority will no longer be required to provide the Services in any area that is no longer part of ALN).
- 30.14 Nothing in this clause shall prevent any Partner from exercising its rights under English law.

31. TERMINATION AND REVIEW

- 31.1 Any Partner may issue a notice under clause 30.11 in the following circumstances:
- 31.1.1 there is a Change in Law or a change in government guidance or policy that prevents any Partner from complying with its obligations under this Agreement;
- 31.1.2 a Partner, acting reasonably, can demonstrate that the Host Authority is persistently failing to perform the Services in a manner that would be expected of a competent local authority;
- 31.1.3 where the Partners fail to agree the Financial Contributions in accordance with Schedule 5; or
- 31.1.4 the review carried out under clause 3.1.1 leads the Partners to conclude (acting reasonably and in the best interests of discharging the Services) that the Agreement should be terminated.

- 31.2 Any Partner may terminate their participation in this Agreement at will upon giving the Host Authority 18 months' notice of their intention to do so. The process set out in clause 30.12 of this Agreement must be followed prior to serving any notice under this clause 31.2.
- 31.3 Following the conclusion of the process set out at clause 30.11 and 30.12 any or all Partners may elect to terminate their participation in this Agreement. The relevant Partner's participation in this Agreement shall terminate 18 months following receipt by the Host Authority of a notice to this effect.
- 31.4 In the event of any Partner having notified to the Host Authority of its intention to withdraw from this Agreement the remaining Partners shall immediately review this Agreement to determine whether there are sufficient resources for the Host Authority to continue to fulfil its functions and responsibilities on behalf of the remaining Partners and whether this Agreement should continue or be terminated.
- 31.5 In the event of the Authority Host notifying its intended withdrawal from this Agreement all Partners shall immediately review this Agreement to determine whether any of the remaining Partners can become the new host authority.
- 31.6 In the event that it is no longer possible to carry out the terms of this Agreement because of a Change in Law or government guidance or policy, which render the arrangements under this Agreement, unlawful the Partners shall as soon as practicable agree a timetable for bringing ALN to an end and terminating this Agreement.

32. CONSEQUENCES OF EXPIRY AND TERMINATION

- 32.1 On the expiry of the Term, or if this Agreement is terminated as a result of any decision made under clause 30.11, clause 30.12, clause 31.4 or clause 31.6 the provisions of this clause 32 shall apply as follows:
- 32.1.1 Authority Premises and Assets not acquired from the Financial Contribution shall be returned to the Host Authority or other Partners who show title;
- 32.1.2 Assets purchased from the Financial Contributions shall:
- 32.1.2.1 be disposed of by the Host Authority for the best consideration obtainable and any proceeds of the sale allocated according to the Partners' Financial Contributions or, if otherwise agreed,
- 32.1.2.2 where reasonably practicable, be divided between the Partners according to the Partners' Financial Contributions over the previous Financial Year; or
- 32.1.2.3 be retained by the continuing Partners for the purposes of ALN subject to such reasonable payment to the withdrawing Partner as may be agreed: or
- 32.1.2.4 be dealt with as otherwise agreed by the Partners, or
- 32.1.2.5 in the absence of agreement, in accordance with the Dispute Resolution Procedure.
- 32.1.3 the Host Authority shall transfer all records they retain relating details of Service Users and other relevant information to the appropriate Partner;

- 32.1.4 the Partners shall co-operate with each other in terminating, modifying, re-structuring, transferring or novating any subsisting contractual arrangements entered into for the purposes of ALN and the Services and execute any documents necessary to give effect thereto in a timely manner.
- 32.1.5 other property including data belonging to one of the Partners shall be transferred or returned to that Partner except that this will not be required between continuing Partners or in cases where the data is encrypted. However, where any data comprises Personal Data or Sensitive Personal Data, the provisions of clause 23 shall apply.
- 32.2 Overspends and underspends on termination of this Agreement shall be dealt with in the same manner as surpluses and deficits are dealt with in paragraph 4 of Schedule 5.
- 32.3 Partners shall remain liable in accordance with the apportionments set out at Schedule 5 for any financial or other obligation or liability (actual or contingent) incurred during the period that that Partner has been a party to this Agreement.
- 32.4 All of the costs of terminating the Agreement and the ALN arrangement shall be split between the Partners in line with the formula agreed for the Partner Financial Contributions as set out in Schedule 5. These costs shall include but not be limited to the costs of redundancy and other employment liabilities. If any individual Partner terminates their participation in the Agreement they shall be liable for the costs incurred as a result of their termination (including but not limited to any redundancy costs and staff termination costs incurred) and the remaining Partners each agree that the Agreement including their Financial Contributions will be re-negotiated following the process set out at clause 30 to reallocate liabilities and obligations in line with the principles set out in this Agreement.
- 32.5 The Partners shall be entitled but not restricted to direct any under spend to the following purposes:
- 32.5.1 to meet obligations under existing contracts
- 32.5.2 to defray the costs of making any alternative arrangements for Service Users;
and
- 32.5.3 to meet the cost of any redundancies arising from the termination of this Agreement.
- 32.6 In the event of withdrawal of a Partner:
- 32.6.1 the ALN Joint Board shall meet to decide on any measures necessary to ensure that the Agreement may still operate efficiently notwithstanding the reduced number of Partners;
- 32.6.2 the continuing Partners shall continue to comply with the terms of the Agreement and ensure that the general objectives of the Agreement are not compromised.
- 32.7 The provisions of the following clauses shall survive termination or expiry of this Agreement:

- 32.7.1 Clause 10;
- 32.7.2 Clause 14;
- 32.7.3 Clause 22;
- 32.7.4 Clause 23;
- 32.7.5 Clause 24;
- 32.7.6 Clause 25; and
- 32.7.7 Clause 32.

33. PUBLICITY

- 33.1 No Partner shall make any public statement or issue any press release or publicity document relating to ALN arrangements or the contents of this Agreement without obtaining the other Partners' prior written consent as to its contents, and the manner and timing of its presentation and publication or in accordance with a communications strategy agreed by the Partners.
- 33.2 Publicity will be managed through the Host Authority in partnership with all Partners.
- 33.3 For the avoidance of doubt, clause 33.1 shall not apply to publicity, promotional material or campaigns that are required for the promotion and delivery of ALN.

34. NO PARTNERSHIP

- 34.1 Each of the Partners is an independent local authority and nothing in this Agreement shall be constructed as constituting a legal partnership between the Partners or as constituting either Partner as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.
- 34.2 No Partner shall have the right or authority to act on behalf of another partner or to bind another partner by contract or otherwise as specified by the terms of this Agreement.

35. THIRD PARTY RIGHTS

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

36. NOTICES

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

posting and correctly directed e-mail transmissions shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out above.

37 SEVERABILITY

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

38. CHILD PRACTICE REVIEWS OR MULTI AGENCY PROFESSIONAL FORUMS

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

39. ENTIRE AGREEMENT

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

40. COUNTERPARTS

- 40.1 This Agreement may be executed in any number of counterparts each of which when executed shall constitute a duplicate of the original, but all the counterparts shall together constitute the Agreement.
- 40.2 No counterpart shall be effective until each Partner has executed at least one counterpart.

41. GOVERNING LAW

- 41.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Law of England and the partners submit to the exclusive jurisdiction of the English Courts.
- 41.2 This Agreement has been executed as a deed and is delivered and takes effect on the date at the beginning of it.

42. RECORDS MANAGEMENT

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

43. THIRD SECTOR PARTNERS

- 43.1 Third Sector Partners shall be invited to attend the ALN Management Board at the discretion of the ALN Management Board. The Host Authority shall prepare a memorandum of understanding that shall be entered into by the Host Authority and any Third Sector Partners and will set out the Third Sector Partner's role on the ALN Management Board.
- 43.2 Third Sector Partners shall not be entitled to vote on any matters.
- 43.3 Third Sector Partners invited to attend the ALN Management Board in line with clause 43.1 above shall be consulted on strategic direction, policy development, reviews and service delivery. Third Sector Partners shall not be entitled to contribute to discussions regarding Financial Contributions and detailed (as opposed to strategic) discussions around procurement.
- 43.4 The Partners including the Host Authority shall give due regard to and take into account the views expressed by the Third Sector Partners when coming to decisions on the items listed in clause 43.3.
- 43.5 It is acknowledged that Third Sector Partners or organisations connected to the Third Sector Partners may under some circumstances generate income from the provision of services to the Host Authority and other Partners that are connected to the Service. The Third Sector Partners acknowledge that they shall not be provided with any documentation or be entitled to be present during discussions at any meetings (including Management Board meetings) involving a discussion, decision or details of any commissioning or procurement activity in relation to such services.

44 COSTS

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

45 WAIVER

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

46 CIVIL CONTINGENCY AND BUSINESS CONTINUITY

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

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

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

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

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

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

47 FORCE MAJEURE

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

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

48 LONDON LIVING WAGE

48.1 The Host Authority shall:

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

48.1.2 ensure that payment of the London Living Wage is specified in any contracts procured for the delivery of the Services and that, for such contracts, where the service provider agreed to pay it, that none of the service provider's employees and any subcontractor's employees engaged in the provision of the relevant services is paid less than the amount to which they are entitled in their respective contracts of employment;

48.1.3 provide to the other partners such information concerning the application of the London Living Wage as the other Partners may reasonably require from time to time; and

48.1.4 provide all reasonable assistance in monitoring the effect of the London Living Wage on the quality of the services provided under the Agreement.

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

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

Authorised Officer / Authorised Signatory

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

Authorised Officer / Authorised Signatory

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

Authorised Officer / Authorised Signatory

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

Authorised Officer / Authorised Signatory

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

Authorised Officer / Authorised Signatory

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

Authorised Officer / Authorised Signatory

SCHEDULE 1

SERVICE SPECIFICATION

Host Support

The Host Authority shall provide the Host Support.

The Service

1. Background:

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

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

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

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

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

2. An Integrated Adoption Service – the Vision

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

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

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

All Partners share the ambition to improve performance particularly;

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

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

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

- 3.1 To provide children with the right adopters at the right time, approving those equipped to meet the needs of children waiting.
- 3.2 To reduce delay and improve timescales for matching and placement for all children – working with care planning processes in each LA to improve early identification / twin track planning and to achieve best practice and consistency across the region.
- 3.3 To improve Early Permanency Placements (EPP) using:
 - i. Concurrent Planning
 - ii. Fostering for Adoption
- 3.4 To take innovative approaches to placing ‘hard to place’ children. e.g.
 - i. Linking children with adopters from enquiry stage onwards where appropriate through a child specific approach
 - ii. thoroughly preparing child and family for placement
- 3.5 To minimise changes of plan away from adoption.
- 3.6 To reduce the likelihood of placement breakdown through timely and improved matching, preparation and adoption support through:
 - i. Working seamlessly with Children’s social work services in each LA
 - ii. providing a range of adoption support and intermediary services in conjunction with statutory and voluntary sector providers+
 - iii. establishing effective working links with key partnership agencies (e.g. education and health and local authority providers) – enhancing services for birth parents)

- 3.7 Working to form strong and productive partnerships with:
- i. Adopters
 - ii. Adoptees
 - iii. Birth parents
 - iv. Voluntary Sector providers
 - v. Community sector and other groups who may add value and support our activities

- 3.8 To ensure that customer feedback and the views of service users are obtained and considered in the development of the service

4. All activity in the RAA will ensure compliance with requirements set by legislation, regulation, national minimum standards and local procedures. The RAA will operate under an agreed performance management framework, will be subject to inspection and auditing bodies, and will work closely with the Regional and National Adoption Leadership Board.

ANNEX 1 to SCHEDULE 1

OUTLINE SPECIFICATION OF SERVICES AND RESPONSIBILITIES

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

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

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

2. SERVICE COLLABORATION AND RATIONALE

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

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

3. ELIGIBILITY CRITERIA

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

- Children who require adoption
- Adults who wish to adopt

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

Some services will be externally commissioned.

4. SERVICE DELIVERY

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

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

5. PERFORMANCE MEASURES

5.1 Adopt London North will develop a performance management framework and will comply with the key performance indicators set and report upon performance in relation to these to the ALN Management Board of the RAA, the Adoption Leadership board and any other statutory body as required.

5.2 The framework will include quantitative indicators which will allow performance on the above outcomes to be measured.

5.3 The framework will also include qualitative feedback from adopters, birth parents, children and key professionals who have contact with the agency.

5.4 Additionally, regional good practice standards will be developed to clarify service expectations, measure outcomes and ensure that services are value for money.

6. OUTCOMES

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

7. CONTRACT MONITORING

7.1 Adopt London North will provide quarterly data submissions and associated report to the ALN Management Board.

7.1 Additionally, in accordance with the terms of reference of the ALN Management Board, Adopt London North will be responsible for conducting an annual review of the quality of the service it provides. Mechanisms to monitor the quality and outcomes of the service will include:

- Effective line management, supervision & appraisal, support and training of staff employed by the service – vacancy rate/turnover, agency;
- A set of policies, procedures and practice standards;
- A range of methods to obtain feedback on the functioning of the regional service from service users, local authorities and other stakeholders;

- Systems to audit practice and the performance of the service against performance indicators and compliance with legislation and standards; and
- A system to monitor and manage complaints against the service.

8. OFSTED INSEPCIONS

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

9. DETAILED DIVISION OF ROLES AND RESPONSIBILITIES IN THE NEW AGENCY

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

THE CHILD

SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Case Responsibility	<p>The local authority will retain case management responsibility for the child until the making of the Adoption Order.</p> <p>The local authority will be responsible for all statutory functions including but not limited to:</p> <ul style="list-style-type: none"> • Statutory Visits • Management and supervision of contact between child and family members. • Supervision, administration and finance of foster placements and communication with foster carers (including Early Permanence placements). 	<p>The RAA will provide specialist advice and support to assist LA staff to fully understand the adoption process, influencing and promoting best practice</p>	

SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Early identification of children requiring adoption	<p>The local authority is responsible for identifying, at the earliest possible stage, the children who may require adoption and making them and their needs known to the RAA, providing relevant and timely information. The RAA aims to develop working practises with each LA to ensure close involvement in care planning in order to assist with the earliest identification.</p> <p>Making sure siblings placed with other adopters are considered by us and the agency.</p>	<p>The RAA will allocate a Family Finder to each child identified as possibly requiring adoption. Staff from the RAA will be involved in identifying children for early placement.</p> <p>Representatives of the RAA will attend relevant meetings in each local authority such as care planning meetings, where appropriate, to better understand the needs of the children who may require adoption and, where appropriate, to begin to identify suitable adopters at an early stage.</p>	
Early Placement	<p>Focus on LA responsibilities.</p> <p>The fostering element of any EPP placement will remain with the LA as a fostering agency for the carers.</p> <p>The LA would have the responsibility for supporting prospective adopters as foster carers unless specific agreements are agreed with a commissioned service.</p>	<p>Where appropriate, and in agreement with the local authority, the RAA will make available an Early Permanence Placement (EPP) e.g. A Concurrent Planning / Fostering for Adoption Service for children who may benefit from the possibility of early placement with potential adopters. (Placements will depend on the availability of appropriate carers)</p>	
Multi Tracking of children requiring adoption	<p>The local authority will track the progress of children in care proceedings or looked after under section 20 (Children Act 1989) so as to maintain an up-to-date knowledge of their potential need for an adoption placement</p>	<p>The RAA will also actively track all children for whom initial information indicates that adoption may be a likely plan</p>	

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

SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Medical Information	The Local Authority will be responsible for obtaining all required medical information in respect of children who are being considered for adoption and will meet with prospective adopters to ensure they are fully aware of the child's future medical needs as appropriate.		
Decision that adoption should be the child's plan	<p>The Agency Decision Maker in each LA will be responsible for the 'Should be placed for adoption' decision.</p> <p>The LA will undertake a regular review of this decision and associated plans and keep the family finder in the RAA informed of any changes.</p>	<p>The RAA will support the decision making process as requested, particularly in the provision of Professional Advice to the LA's ADM and administrative support.</p> <p>The RAA will provide an adoption panel for relinquished children's plans to be heard.</p>	
Family Finding Process		The RAA will lead the tracking/family finding process in consultation with the local authority.	
Communication during the family finding process	It will be the responsibility of the LA to keep the CPR updated and to inform the family finder of any changes in the child's development or circumstances (e.g. change of placement).	<p>A Family Finder will be allocated during the early stages of profiling, with a 'watching brief' until the decision has been made that the plan should be adoption.</p> <p>The RAA will keep the LA regularly updated about progress on family finding.</p>	
'Hard to Place'/ Priority Children	<p>The LA is responsible for identifying at the earliest opportunity where a child is:</p> <ul style="list-style-type: none"> • Aged four or over • From a BME heritage 	The RAA will either provide or commission a service for HTP children which may involve some of all of the following:	Some of these issues will need addressing with each LA on an individual case by case basis.

SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
	<ul style="list-style-type: none"> • Part of a sibling group of two or more • Has uncertainty about their development • Has a disability or medical condition • Sibling matches for new-born <p>The LA will gather the relevant information, assess and forward to the RAA as soon as possible.</p>	<ul style="list-style-type: none"> • Increased publicity – DVD, Photos etc. • Profile the child at specific events • Press and digital media advertising • Attempt to recruit carers specifically for the child • Provide additional training and preparation for potential carers • Advise on or assist with additional preparation work with the child. 	
<p>Note – It will be the aim of the RAA to identify a potential adoptive match for a child prior to the conclusion of Proceedings</p>			
<p>Preparation of the child</p>	<p>The LA will be responsible for preparing the child for an adoptive placement.</p> <p>The LA will be responsible for the preparation of the child's Life story Book. This often needs to start early in the child's looked after career and will contain information to which the LA has immediate access.</p>	<p>The RAA will support the LA in the preparation of the child, particular in respect of the future placement.</p> <p>The RAA can provide advice and support regarding life story work.</p> <p>The RAA will develop or commission specific expertise in the preparation of children who are hard to place and who are being prepared using the a more 'bespoke' family finding model (see above)</p>	
	<p>The LA will be responsible for producing the Later life letter</p>	<p>The RAA will provide advice and written guidance</p>	
<p>Linking and Matching</p>	<p>The LA, by agreement, will meet the costs of introductions between children and carers.</p>	<p>The RAA will take lead responsibility for all aspects of the linking and matching process, but will always</p>	<p>Need to clarify the budget re intro costs as some met by the RAA</p>

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

SERVICE AREA	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
place children)			

ADOPTER RECRUITMENT

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

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Stage Two		The RAA will undertake all Stage Two functions	
		The RAA will complete the Prospective Adopters Report (PAR)	
Approvals		The RAA will manage the Adoption Panel. The RAA Agency Decision Maker will be responsible for all approvals	
Post approval support and training		The RAA will provide post approval support and training to approved adopters	

POST ADOPTION SUPPORT SERVICES

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Adoption support assessments / plans and services	The LA will consider funding requests for adoption support services which are not included in the core offer e.g. Therapeutic support	The RAA will undertake assessments of adoption support needs or commission these if required. The RAA's core offer will provide general adoption support services: newsletter, social events for children and young people; social/training events for adoptive parents; advice and signposting for adoptive families; independent support and advice to birth relatives; post box services etc.	

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
		The RAA will undertake applications to the Adoption Support Fund for children and commission services agreed by ASF.	
	<p>The LA will signpost requests from adoptive families for adoption order support to the RAA. Alongside needs directly related to adoption, a family may have needs best met by services within the LA e.g. CIN services. The LA will be responsible for providing these services</p> <p>Where a safeguarding referral is made to the LA the LA will conduct any appropriate section 47 enquiry and will allocate an LA social worker where thresholds are met, but will notify the RAA of any referral involving an adopted child.</p> <p>If adopted child / young person accommodated, LA will be responsible for social work support to child/family.</p>	<p>The RAA will undertake the assessment of adoption support needs of the child and family and produce an adoption support plan. The RAA will liaise with LA to agree which services will be provided by RAA and which by LA for families whose needs are complex.</p> <p>Where appropriate, the RAA will offer support or an allocated worker during the section 47 enquiry.</p> <p>RAA will liaise with LA re any adoption specific work needed e.g. Life Story work or application to ASF for therapeutic support (if plan is rehabilitation)</p>	Referral pathway to be agreed with each LA
Out-of-hours services	All adopters will have access to the LA's Emergency Duty Team out of core hours.	The RAA may negotiate out of hours support for specific families where necessary, subject to agreed additional LA funding.	The RAA could provide a duty cover out of hours subject to LA funding

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Indirect/ Letterbox contact		The RAA will oversee post / Letterbox contact between adopted children and birth families.	
Supervised & Sibling Direct Contact	Responsibility for Direct Contact requirements will remain with the LA	The RAA could support these arrangements dependent upon the individual arrangements	
Adoption Allowances	Adoption allowances will be paid for by each LA after undertaking the appropriate assessment.	RAA to streamline processes and financial assessment	Possibility of equalising financial support across LA's in due course
Adoption Support Fund		The RAA will be responsible for undertaking all funding applications to the Adoption Support Fund.	
Access to Children's Adoption case records	LA to facilitate	Access to be agreed by the RAA	
Birth Records Counselling		RAA to ensure provision	
Independent support to birth parent		RAA to commission / provide	
Access to Adopter's records	LA for historic cases	RAA for cases which it has managed	
Intermediary Service to relatives of adopted person seeking		RAA to commission- service users will meet any cost beyond advice and information.	

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
information and contact with the adopted person			

SERVICE USER ENGAGEMENT

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

PERFORMANCE MANAGEMENT & INSPECTION -

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Data provision	Each LA will need to provide key data to the RAA on performance.		
Data analysis		The RAA will produce a 6 monthly report to each LA on performance	A reporting schedule will need to be

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
			agreed with the ALN Management Board to avoid the RAA being required to produce a large number of different reports in different formats.
OFSTED	The future role of OFSTED in adoption is currently under review and future requirements are currently unclear.		

MISCELLANEOUS SERVICES

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Statement of Purpose		<p>The RAA will take responsibility for updating this for the functions that have been delegated to the RAA.</p> <p>The RAA will take responsibility for completing each LA statement of purpose regarding the functions left with the LA, in consultation with the LA.</p>	
Registered Manager		The RAA will provide a registered manager for each LA regarding their adoption functions within the LA in close co-operation or consultation with each LA	RAA in discussion with OFSTED

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
Adoption Support Services Advisor		The RAA will undertake the role of Adoption Services Advisor for each LA within the LA in close cooperation and consultation with each LA	
Children's guide for adoption	Each LA has a responsibility for this	The RAA could provide advice and guidance	
Children's guide for adoption support		The RAA will update the Children's guide for adoption support	
Step parents/relatives who wish to adopt (non agency adoptions)		The RAA will progress these applications.	
Inter-country adoption		RAA to commission advice and information on inter-country adoption from a specialist agency. Service users will have to meet cost of assessment and approval process in the commissioned agency	
Adoption Panels		The RAA will provide adoption panels across the region and will appoint an Independent panel chair and retain a central list and will provide training and support for panel members. The adoption panel will provide a quality assurance	

	RESPONSIBILITIES OF THE LOCAL AUTHORITY	RESPONSIBILITIES OF THE REGIONAL ADOPTION AGENCY	NOTES
		report for the partnership on a 6 monthly basis	
Training for social workers			The RAA could provide training for social workers regarding the adoption process/ writing of CPR's/and sibling assessment if resourced?

SCHEDULE 2

FUNCTIONS DELEGATED TO HOST AUTHORITY

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

- (1) the recruitment of persons as prospective adopters;
- (2) the assessment of prospective adopters' suitability to adopt a child;
- (3) the approval of prospective adopters as suitable to adopt a child;
- (4) the provision of adoption support services.

SCHEDULE 3

INFORMATION SHARING AGREEMENT (ISA)

Cover Sheet - Information Sharing Agreement

Directorate	People Services
Service	Regional Adoption Agency – Adopt London North (ALN)
Owner	Lydia Samuel
Author	Marnie Caton and Mark Street
Title of Agreement	ALN Information Sharing Agreement
Partner Organisation (s) (who are we sharing data with)	Barnet, Camden, Enfield, Hackney, Haringey, Islington

Brief Description of Agreement
<p>In June 2015 the government announced changes to the provision of adoption services by proposing that adoption services be delivered on a regional basis by 2020. The Education and Adoption Act 2016 requires all councils to become part of a Regional Adoption Agency (RAA) by the end of the current parliament; the Secretary of State having power to enforce if necessary.</p> <p>The local authorities will form a regional adoption agency to be known as Adopt London North (ALN). It has been agreed ALN will be hosted by Islington Council.</p> <p>The bringing of these local authority adoption services into a single agency aims to:</p> <ol style="list-style-type: none">(1) increase the number of children adopted(2) reduce the length of time children wait to be adopted(3) improve post adoption support services to families who have adopted(4) reduce the number of adoption agencies thereby improving efficiency and effectiveness(5) strengthen the specific service focus on best outcomes for children requiring adoption.(6) increase the choice of families available to improve matching(7) improve the preparation of adopters to meet the needs of the children placed with them.

- (8) improve the range and accessibility of support to families at all stages of their adoption journey.
- (9) strengthen joined up working between local authorities and voluntary agencies, NHS and other providers to promote the shared responsibility for the care and outcomes of children
- (10) build on the ALN region's reputation in adoption
- (11) deliver economies of scale through shared delivery, backroom support and management.

The adoption functions will be delegated to Islington Council and an ALN Management Committee is established made up of representatives from the 6 London North councils to have oversight of the regional adoption agency. Islington will sub-delegate the adoption functions to its Corporate Director of People's Services. The Director will in return be accountable to the ALN Management Committee for discharge of the adoption functions.

ALN will be operated under the terms of a Partnership Agreement, which will confirm the legal and governance (including information governance) arrangements; the budget; staffing and funding contributions for the 6 local authorities. This information sharing agreement will form part of the wider Partnership Agreement.

Islington as the host authority for ALN will be responsible for the following adoption functions, with the remainder of children's services and adoption functions remaining the responsibility of the relevant local authority:

- the recruitment of persons as potential adopters;
- the assessment of prospective adopters' suitability to adopt a child;
- the approval of prospective adopters as suitable to adopt a child;
- decisions as to whether a particular child should be placed for adoption with a particular prospective adopter; and
- the provision of adoption support services.

Islington as host authority for ALN will be responsible for identifying potential matches and making recommendations to the relevant local authority for the matched child. The decision to match a child with an adoptive family remains a function of the relevant local authority.

Islington as host authority for ALN will work in partnership with children's social care services in each of the 6 local authorities (LAs). Each LA will retain the corporate parenting responsibility for children looked after and the responsibility for decisions about the planning for children and the match with a family.

The collection and sharing of data about potential adopters, adopters and children to be adopted is not a new activity and existing legislative requirements cover the arrangements for doing so. This DSA is intended to clarify the improved process for sharing data between the partner LAs and the fact that Islington will act as lead borough for adopter recruitment and support.

The means by which Islington as host authority obtains timely information about children in need of adoption will involve secure exchanges of personal data between the professional staff in Islington and the LAs. The secure methods of exchange will include (without limitation) the following:

- | |
|--|
| (1) in face to face meetings and at case conferences;
(2) by telephone and via secure email exchanges; and
(3) secure system access. |
|--|

Review Date (if applicable)	One year from date of signature
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Information Sharing Agreement

This document requires the following approvals

Agency/Organisation	Post Held	Name	Signature
Barnet	Operational Director Family Services	Brigitte Jordaan	
Camden	DCS and Executive Director	Martin Pratt	
Enfield	DCFS and Principal Social Worker	Anne Stoker	
Hackney	Director of Children & Families	Sarah Wright	
Haringey	Head of Service Children in Care and Fostering & Adoption	Colette Elliott-Copper	
Islington	Head of Service ALN RAA	Lydia Samuel	

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Contents

1. Specific purpose for sharing information
2. Roles and responsibilities
3. What information will be shared?
4. Legal basis for sharing
5. Description of arrangements for sharing

1. Specific purpose for sharing information

This agreement is intended to support the efficient and safe sharing of information for the purpose of delivering adoption services across the ALN boroughs.

The information to be shared is personal data about potential and actual adopters (adults) and children who may be placed for adoption, and those who have been adopted. A table setting out the detailed data items is below. Islington as the lead borough for adopter support will share data on adopters with partners and each partner Borough will share limited child data with Islington to allow for family matching to take place.

2. Roles and responsibilities

The partners and agencies signing this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between them in a manner compliant with their statutory and professional responsibilities.

As such they undertake to:

- Implement and adhere to the procedures and structures set out in this agreement.
- Ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.
- Engage in a review of this agreement with partners annually, or as agreed.

Islington will be the data controller for adopter data; while each borough will be the controller for child data. The child data shared with Islington will result in both the originating borough and Islington being joint controllers.

3. What information will be shared?

Data type	Will this be shared? (Yes/No)
Full name	Y
Address	Y
Date of Birth	Y
Children's data	Y
Financial data	Y
Data about:	

<ul style="list-style-type: none"> ● Ethnicity ● Religion ● Health ● Sexuality ● Commission or alleged commission of a crime ● Political opinions ● Trade union membership ● Family circumstances and relationships ● Education background ● Whether known to other LA and NSPCC 	<p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>No</p> <p>No</p> <p>Y</p> <p>Y</p> <p>Y</p>
<p>Children's data:</p> <ul style="list-style-type: none"> ● Demographic data as above ● care status ● dates of changes in status ● legal status ● placement data ● family circumstances and relationships ● educational needs and provision ● home borough 	<p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p>
<p>Foster carer data</p> <ul style="list-style-type: none"> ● name ● address 	<p>Y</p> <p>Y</p>

• Date of birth	Y
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4. Legal basis for sharing

4.1 Data must be processed lawfully and fairly

The lawful bases for processing are to undertake a Public Task (adoption services) and meet legal obligation – to operate a regional adoption agency. The government has made provision for RAAs to allow sharing of data between them to ensure that the provisions of the adoption and care legislation can be met. The relevant statutory instrument is here:

<http://www.legislation.gov.uk/ukxi/2018/152/contents/made>. These are The Adoption and Care Planning (Miscellaneous Amendments) Regulations 2018.

The Data Protection Act 2018 s.8 defines the exercise of a function conferred on a person by an enactment or rule of law as a suitable basis for a task carried out in the public interest. This provides a legal basis for sharing under Article 6 1(e) of GDPR.

The Data Protection Act 2018 s.10 states that special category data can be processed as a substantial public interest under GDPR Article 9 2(g) if it meets certain criteria of Schedule 1 Part 1 of the act. The processing for these purposes is covered by Schedule 1 Part 1 s.2 – Health or Social Care purposes.

Additionally, the Data Protection Act 2018 s.10 states that special category data can be processed as a substantial public interest under GDPR Article 9 2(h) if it meets certain criteria of Schedule 1 Part 2. The processing for these purposes is covered by Schedule 1 Part 2 s.6 – exercise of a function conferred on a person by an enactment or rule of law. Additionally, for some purposes, s.18 – safeguarding of children and of individuals at risk is engaged.

All the involved organisations are public bodies for the purposes of GDPR as defined by the Data Protection Act 2018 s.7

Data for adoption is specifically excluded from certain provisions of the GDPR in accordance with the Data Protection Act 2018 Schedule 4 s.3.

4.2 Duty of Confidence

As the provision of services described here is in the public interest this overrides any conflict with the common law duty of confidentiality so long as the data are used only for those purposes.

4.3 Fair Processing

In order for ALN (the RAA) to carry out its duty to assess adults to adopt, it must set up case records (Adoptions Agency Regulations 2005 s.22). At the beginning of the process potential adopters will have the requirement to gather and store their data explained to them.

4.4 Legitimate Expectation

The sharing of the information by the Host Authority and LAs fulfils a purpose in relation to looked after children, in that it will be done in order to discharge the statutory functions conferred on the parties by the adoption legislation in Annex A in particular by delivering an integrated adoption service thereby increasing the opportunities for looked after children to be adopted thus improving their wellbeing.

It can reasonably be assumed that the persons (including prospective adopters) from whom information is obtained will legitimately expect that the LAs will share it appropriately with IC as the Host Authority for the ALN RAA in order to assist fulfilling the purpose described above.

The adoption legislation framework in combination with the duties of local authorities in relation to children looked after by them in accordance with the Children Act 1989, provide the legal basis underpinning necessary and proportionate information sharing between the LAs in respect of delivering ALN in order to meet the respective statutory obligations and functions to deliver an integrated adoption service.

4.5 Human Rights - Article 8: The Right To Respect For Private And Family Life, Home And Correspondence

- **In pursuit of a legitimate aim**

The promotion of the welfare and wellbeing of children and ensuring they achieve all five outcomes is, by virtue of S.11 of Children Act 2004, a legitimate aim and major responsibility of the Partners. The sharing of information to enable looked after children to be placed for adoption, is therefore in pursuit of a legitimate aim.

- **Proportionate**

It is proportionate to share identifiable information in order to ensure that the best adoption placements are made for both adults and children.

- **Appropriate and necessary to a democratic society**

Not applicable

4.6 Data Protection Principles

The Data Protection Principles are laid out in GDPR Article 5.

a) processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');

All personal data that is to be shared is obtained for the purposes of fulfilling Islington's and the Boroughs' statutory functions under the adoption legislation in Annex A. The data obtained by the Boroughs will only be shared with Islington to the extent necessary to enable Islington to discharge the adoption functions listed in Schedule 1 to the Partnering Agreement that have been delegated by the Boroughs to Islington as Host Authority for the ALN RAA. Fair and transparent processing notices are supplied to all involved in the process.

b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes ('purpose limitation');

Data to be shared is set out above for the given purposes and the legal gateways and duties for sharing for RAA and partners is set out at Annex C to this agreement.

c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');

The data used is detailed in this agreement and is limited to that required to carry out the statutory purposes. Each partner has conducted a Data Protection Impact Assessment to confirm that this principle has been applied.

d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');

Ensuring accuracy of the data provided by partners to Islington is the responsibility of each partner. Data about adopters provided by Islington is the responsibility of Islington and data quality will be regularly reviewed to maintain accuracy. Where Islington identifies potentially inaccurate data shared with it the source partner will be notified as quickly as possible and required to amend the data. Where a partner identifies inaccuracy in data provided from Islington they must notify the deputy business support manager.

In order for the new service to commence work, it will be necessary for current adopter and potential adopter, plus some basic child data to be provided to Islington from the other Boroughs. A data checking process will be carried out

prior to the data migrating into the new management information system for the Islington ALN team.

Regular updates to child data from the responsible Borough for each child will be provided to Islington whenever significant changes occur in the adoption process. This will be done via panels (verbally and/or secure email) and / or by submission of documents via the secure portal (SDS). The same methods will be used for updating partners with adopter data from Islington.

Where the Boroughs hold information about prospective adopters, those part of the way through assessment or approval process, or who have been approved; Islington and the Boroughs will agree a communication plan to inform these registered adopters prior to the transfer of their records to Islington.

- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject ('storage limitation');**

Retention periods are: 100 years for child data; 5 years for adults who apply but drop out; 25 years for unapproved adopters and 75 years for approved adopters. Following the migration of existing personal data in respect of adopters to Islington as Host Authority for the ALN RAA, the Boroughs will review their local retention and disposal policies to ensure that they are not unnecessarily storing duplicate information.

- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').**

Each partner has conducted a data protection impact assessment which includes a review of appropriate measures. For the data held under this agreement, the following measures are noted.

Organisational security

Security measure	Description of measures planned/in place	Owner
Data owners identified and understand their responsibilities	DP training is in place. Each partner confirms that they have an appropriate training programme and that relevant staff are aware of this agreement and its provisions	<p>Islington – Lydia Samuel & Abi Onaboye</p> <p>Enfield - Debbie Michael & Steve Durbin</p> <p>Barnet – Kate Jeffrey</p> <p>Camden – Pal Jandu</p> <p>Haringey – Colette Elliot-Cooper</p> <p>Hackney – Robert Koglek</p>
Appropriate written guidance is in place	Each partner confirms that they have written guidance for staff	<p>Islington – Lydia Samuel & Abi Onaboye</p> <p>Enfield - Debbie Michael & Steve Durbin</p> <p>Barnet – Kate Jeffrey</p> <p>Camden – Pal Jandu</p> <p>Haringey – Colette Elliot-Cooper</p>

		Hackney – Robert Koglek
Relevant staff have been trained and are familiar with the written guidance; and those RAA staff with 3 rd party access to other Boroughs’ records understand their access only permits reading of relevant records	Training records are maintained to evidence staff have been trained	Islington – Lydia Samuel & Abi Onaboye
Physical security measures have been identified (e.g. building access, locked down areas controlled by ID card, lockable cupboards for sensitive data, secure printing, secure shredding)	security compliance covers all LBI Buildings. Security compliance covers all sites used by RAA staff in all partner boroughs.	Islington
Where a third party is engaged, a written, signed contract is in place	Islington will hold a contract with Liquidlogic for the supply of the MISystem (RAA Adoption) which ensures Liquidlogic’s responsibilities for complying with legal requirements.	Islington – Digital Services Islington will hold any further contracts which are in place for the RAA
Auditing of organisational measures is planned, to ensure compliance and efficacy	An audit of the organisational measures in place will be undertaken following the end of the first year of the operation of ALN. This will include an audit of the children’s records that have been accessed by designated ALN RAA professionals in order to provide assurance that access permissions have been used	Digital services leads in all boroughs Each borough giving third party access to RAA staff will also regularly audit such access to ensure

	appropriately and not for unauthorised purposes.	appropriate use of data.
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Technical security

Technical security measures 'must have regard to the state of technical development and the cost of implementing any measures'

Security measure	Description of measures planned/in place	Owner
Access control – only appropriate individuals may access the data. Access to the data is controlled, written procedures are in place	Roles and responsibilities governed by system access In case of Mosaic, control will be by interrogation of audit trail if there is suspicion of inappropriate access.	Islington Digital Services Enfield - Debbie Michael & Steve Durbin Barnet – Kate Jeffrey Camden – Pal Jandu Haringey – Colette Elliot-Cooper Hackney – Robert Koglek
ALN Password control – complex passwords used, changed every 90 days	Yes	Islington Digital Services 2FA and / or Single Sign On
Data encrypted in transit – whether this is by email, or on removable media	Yes – Islington Global Protect Yes – Secure Document Sharing Yes – LiquidLogic Portal	Islington Digital Services Egress Liquidlogic
Data encrypted at rest – where data is stored on	Yes	Islington Digital Services (IDS)

laptops, these are encrypted		
Where data can be accessed from outside a secure network, appropriate controls (e.g. two-factor authentication) have been considered	Yes	IDS (Global protect) Liquidlogic (portal) Egress
Where Benefits (or 'DWP') data has been identified, compliance with Cabinet Office requirements has been reviewed.	N/A	
Auditing of technical measures is planned, to ensure compliance and efficacy	LBI will undertake regular PEN testing of its network LBI annual PCI health check (by external parties) LBI annual PSN audit (by external parties) Quarterly vulnerability and PCI audits (internal)	

5. Description of arrangements for sharing

Process for sharing information

Data shared either by SFTP for (initial) data migration or via (and in the future) a secure document sharing platform - Egress Work Space. The initial and ongoing case transfer work will be undertaken as follows:

- Case audit form and checklist will be completed by borough adoption teams for every case and bundled with required essential documents.
- Documents and completed audit form to be transferred securely to the RAA team, one case at a time.
- RAA team will undertake creation of files, data entry and document uploading one case at a time.
- New files created will be checked by a second individual for accuracy.

- Transfer records will be deleted from the case transfer system as soon as checking is complete for that case.
- Creation of files will be monitored against a comprehensive case list agreed with borough adoption teams
- In the case of adopters who need to re-open adoption support after the ALN goes live, and whose cases had not been transferred as not in support at time of transfer, a small number of RAA social workers will have third party read-only access to the original borough's care system to read the records and identify any relevant information to transfer to ALN records, so that support can be provided quickly.
- In the case of children's records, the same group of RAA social workers will have read-only access to children's records for the purposes of family finding to work effectively with the child's social worker.

When off-site it will be possible for data to be typed in via LL portal access – which also allows the attaching for documentation (word; excel, images, audio etc.). Secure environment; encrypted at rest and encrypted in transit.

Source of information

The information about children is held by the Borough who has legal responsibility for those children. The information about adults who are prospective or approved adopters in the adoptions process is held (and therefore controlled) by ALN Islington (after transfer from the partner Boroughs at the start of this agreement).

Security incidents

Security incidents in relation to adopter data will be managed in-line with the Islington's data security arrangements and processes. The receiving agency will notify the council as soon as it is aware of a data security incident relating to adopter data where Islington is the data controller. Where a breach occurs in Islington of child data where another Borough is the data controller Islington must notify that Borough as soon as possible and agree how to manage the process. Given the necessity to notify the ICO within 72 hours of any breaches causing risk to the individual(s) whose data has been breached, it is essential that where cross-borough notification is required that this is done immediately.

Data Subject Requests

Whilst much data under this agreement is excluded from provisions in respect of data subject requests, each organisation is responsible for responding to such requests in a proper manner in accordance with its own policies.

Indemnity

Disclosure of personal information without consent must be justifiable on statutory grounds, or meet one or more of the criteria for claiming an exemption under the data protection legislation. Without such justification, both the agency and the member of staff

expose themselves to the risk of prosecution and liability to a compensation order under the data protection legislation or damages for a breach of the Human Rights Act.

Where a Partner requests information from another Partner, the requesting Partner shall be responsible for ensuring that its request is compliant with the requirements of the data protection legislation and any other relevant legislation. When responding to such request, the disclosing Partner shall be responsible for ensuring that its disclosure is compliant with the requirements of the data protection legislation and any other relevant legislation.

If it is determined that the disclosure of information by the disclosing Partner is in contravention of the data protection legislation or any other relevant legislation, the disclosing Partner shall indemnify the receiving Partner against any liability, costs, damages, losses that arise directly from it being given unauthorised access to that information but not from its use of or further disclosure of that information and provided that the receiving Partner notifies the disclosing Partner as soon as reasonably practicable after receiving notice of any actual or potential action, claim or demand to which it considers that the indemnity may apply.

Confidentiality and Vetting Arrangement

All documents identifying children and/or adopters should be marked confidential. All Islington and other Partner's staff handling this data have enhanced DBS.

System security arrangement

User security roles will be clearly defined and limit access. Two factor authentication will prevent unauthorised sharing of usernames/passwords.

- Users set up after training and after approval by manager via a user access request.
- Role based access
- Users are given a security profile appropriate to role
- Regular audit of users (e.g. when leaving organisation or changing role)
- Only members of RAA, Application Support and performance team will have access

Other users – such as members of the oversight committee, who may be required to sign off the access forms for staff but ARE NOT allowed to see the data.

Data Transit and Retention

All data will be shared using:

- secure gov.uk to gov.uk email
- secure document sharing platform - Egress Work Space;

- LL Portal to allow data / information inputting and attachment of relevant documentation and retained in-line with the council's Records Retention Schedule.

Review Arrangements

This Information Sharing Agreement will be reviewed annually.

Annex A

Adoption legislation

Adoption Act 1958 (s.32) & The Children Act 1975 (s.4(1))	Adoption Agencies Regulations 1983/1964
Local Authority Social Services Act 1970	Section 7 – Local authorities to exercise social services functions under guidance of Secretary of State. Power for Secretary of State to issue statutory guidance relating to exercise of local authority functions (including adoption guidance) Schedule 1, defines social services functions
Adoption Act 1976 (provisions mostly repealed)	Part IV Status of adopted children Schedule 2 – rights relating to property, para 6 Local Authority Adoption Service (England) Regulations 2003/370 (retained under Reg. 15 of The Adoption and Children Act 2002 (Commencement No. 10 Transitional and Savings Provisions) Order 2005/2897 and amended by Local Authority Adoption Service (England) (Amendment) Regulations 2005/3339)
Children Act 1989 (as amended by Children and Families Act 2014)	Part III Support for children and families provided by local authorities in England <ul style="list-style-type: none"> ● Provision of services for children and their families (section 17) ● Duties of local authorities in relation to children looked after by them (section 22) (amended by Children & Families Act 2014) Part IV Care and Supervision <ul style="list-style-type: none"> ● Effect of care order (section 33) Part V Protection of Children <ul style="list-style-type: none"> ● Local authority duty to investigate (section 47) <ol style="list-style-type: none"> 1. Children Act 1989 Representations Procedure (England) Regulations 2006/1738; 2. The Care Planning, Placement and Case Review (England) Regulations 2010/959 3. The Fostering Services (England) Regulations 2011/581 (also made under Care Standards Act 2000) 4. The Adoption and Care Planning (Miscellaneous Amendments) Regulations 2014/1556 (also made under Adoption & Children Act 2002) 5. Her Majesty’s Chief Inspector of Education, Children’s Services and Skills (Fees and Frequency of Inspections) (Children’s Homes etc.) (Amendment) Regulations 2014/670 (also made under Care Standards Act 2000) 6. The Adoption Agencies (Miscellaneous Amendments) Regulations 2013/985 (also made under Adoption & Children Act 2002)

	<ol style="list-style-type: none"> 7. The Care Planning, Placement and Case Review (England) (Miscellaneous Amendments) Regulations 2013/706 (also made under Care Standards Act 2000) 8. The Care Planning, Placement and Case Review and Fostering Services (Miscellaneous Amendments) Regulations 2013/984 (also made under Care Standards Act 2000) 9. The Children’s Homes and Looked after Children (Miscellaneous Amendments) (England) Regulations 2013/3239 (also made under Care Standards Act 2000)
<p>Care Standards Act 2000 <i>(introduces registration; inspection and independent regulation of voluntary adoption agencies)</i></p>	<p>Part III, Local Authority services - S.43(3):” In relation to a local authority–</p> <p>(a) “relevant adoption functions” means functions under the Adoption and Children Act 2002 of making or participating in arrangements for the adoption of children or the provision of adoption support services (as defined in section 2(6) of the Adoption and Children Act 2002); and</p> <p>(b) “relevant fostering functions” means functions under section 23(2)(a) of the 1989 Act or regulations under any of paragraphs (a), (b) or (d) to (f) of paragraph 12 of Schedule 2 to that Act”.</p> <ol style="list-style-type: none"> 1. Adoption Support Agencies (England) and Adoption Agencies (Miscellaneous Amendments) Regulations 2005/2720 <i>(as amended by 2010/465) (also made under Adoption Children Act 2002)</i> 2. The Fostering Services (England) Regulations 2011/581 (also made under Children’s Act 1989) 3. Her Majesty’s Chief Inspector of Education, Children’s Services and Skills (Fees and Frequency of Inspections) (Children’s Homes etc.) (Amendment) Regulations 2014/670 (also made under Children’s Act 1989) 4. The Care Planning, Placement and Case Review (England) (Miscellaneous Amendments) Regulations 2013/706 (also made under Children Act 1989) 5. The Care Planning, Placement and Case Review and Fostering Services (Miscellaneous Amendments) Regulations 2013/984 (also made under Children Act 1989) 6. The Care Standards Act 2000 (Extension of the Application of Part 2 to Holiday Schemes for Disabled Children) (England) Regulations 2013/253 7. The Care Standards Act 2000 (Registration) (England) (Amendment) Regulations 2013/446 8. The Children’s Homes and Looked after Children (Miscellaneous Amendments) (England) Regulations 2013/3239 (also made under Children Act 1989) 9. The Providers of Social Work Services (England) Regulations 2013/2668 10. The Residential Family Centres (Amendment) Regulations 2013/499 11. The Residential Holiday Schemes for Disabled Children (England) Regulations 2013/1394

<p>The Adoption and Children Act 2002 (as amended by Children and Families Act 2014)</p>	<ol style="list-style-type: none"> 1. Adopted Children and Adoption Contact Registers Regulations 2005/924 2. Adoption (Recognition of Overseas Adoptions) Order 2013/1801 3. Adoption Agencies Regulations 2005/389 (as amended by Adoption Agencies and Independent Review of Determinations (Amendment) Regulations 2011/589; Adoption Agencies (Panel and Consequential Amendments) Regulations 2012/1410; 2013/953; Adoption and Care Planning (Miscellaneous Amendments) Regulations 2014/1556) 4. Adoption Information and Intermediary Services (Pre-Commencement Adoptions) Regulations 2005/890 (as amended by 2014/2696 and 2015/1685) 5. Adoption Support Agencies (England) and Adoption Agencies (Miscellaneous Amendments) Regulations 2005/2720 (as amended by 2010/465) 6. Adoption Support Services Regulations 2005/691 (as amended by 2010/465 and 2014/1563) 7. Adoption and Children (Miscellaneous Amendments) Regulations 2005/3482 (amends various regulations, including 2005/389) 8. Adoption and Children Act 2002 (Consequential Amendment to Statutory Adoption Pay) Order 2006/2012 9. Adoption and Children Act 2002 (Consequential Amendments) Order 2005/3504 10. Adoption and Children Act Register (Search and Inspection) (Pilot) Regulations 2014/1957 11. Adoption and Children Act Register Regulations 2014/1492 12. The Adoption Agencies (Miscellaneous Amendments) Regulations 2013/985 (also made under Children Act 1989) 13. The Adoption and Care Planning (Miscellaneous Amendments) Regulations 2014/1556 14. Adoptions with a Foreign Element Regulations 2005/392 15. Care Standards and Adoption (Regulation of Establishments, Agencies and Adult Placement Schemes) (Amendment) Regulations 2009/1895 (amends various regulations) 16. Disclosure of Adoption Information (Post-Commencement Adoptions) Regulations 2005/888 17. Family Procedure (Adoption) Rules 2005/2795 18. Family Procedure Rules 2010/2955 (as amended 2012/679 and 2013/3204) 19. Family Proceedings (Amendment) (No.2) Rules 2010/1064 20. Family Proceedings Courts (Children Act 1989) (Amendment) (No.2) Rules 2010/1065 21. Independent Review of Determinations (Adoption and Fostering) Regulations 2009/395 22. Independent Review of Determinations (Adoption) Regulations 2005/3332
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	<ul style="list-style-type: none"> 23. Local Authority (Adoption) (Miscellaneous Provisions) Regulations 2005/3390 24. Local Authority Adoption Service (England) (Amendment) Regulations 2005/3339 (<i>amending Local Authority Adoption Service (England) Regulations 2003/370</i>) 25. Parental Orders (Prescribed Particulars and Forms of Entry) Regulations 2010/1205 26. Restriction on the Preparation of Adoption Reports Regulations 2005/1711 27. The Adoption and Children Act 2002 (Commencement No. 10 Transitional and Savings Provisions) Order 2005/2897 28. The Adoption (Recognition of Overseas Adoptions) Order 2013/1801 29. Suitability of Adopters Regulations 2005/1712 30. Voluntary Adoption Agencies and the Adoption Agencies (Miscellaneous Amendments) Regulations 2003/367 (<i>as amended by 2005/3341 and 2009/1898</i>)
The Children and Adoption Act 2006	<ul style="list-style-type: none"> 1. Adoptions with a Foreign Element (Special Restrictions on Adoptions from Abroad) Regulations 2008/1807 2. Special Restrictions on Adoptions from Abroad (Cambodia) Order 2008/1808 3. Special Restrictions on Adoptions from Abroad (Guatemala) Order 2008/1809 4. Special Restrictions on Adoptions from Abroad (Haiti) Order 2010/2265 5. Special Restrictions on Adoptions from Abroad (Nepal) Order 2010/951
Child Care Act 2006	<ul style="list-style-type: none"> 1. The Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2013/3193
Children and Young Persons Act 2008	<ul style="list-style-type: none"> 1. The Children and Young Persons Act 2008 (Relevant Care Functions) (England) Regulations 2014/2407 2. The Children and Families Act 2014 (Transitional Provisions) Order 2014/1042
Protection of Freedoms Act 2012	<ul style="list-style-type: none"> 1. Disclosure and Barring Service (Core Functions) Order 2012/2522 (<i>as amended by The Disclosure and Barring Service (Core Functions) (Amendment) Order 2014/238</i>)
Children & Families Act 2014 (<i>amends Adoption & Children Act 2002</i>)	<ul style="list-style-type: none"> 1. The Children and Families Act 2014 (Commencement No. 2) (Amendment) Order 2014/1134 2. The Child Arrangements Order (Consequential Amendments to Subordinate Legislation) Order 2014/852 3. Children and Families Act 2014 (Transitional Provisions) Order 2014/1042
Education & Adoption Act 2016	Part I, Adoption and Contact
European Communities Act 1972	<ul style="list-style-type: none"> 1. The Working with Children (Exchange of Criminal Conviction Information) (England and Wales and Northern Ireland) Regulations 2013/2945

Adoption and Care Planning (Miscellaneous Amendments) Regulations 2018 (S.I. 2018 no 152)

Annex B

Adoption guidance

Adoption

1. Department for Education – Statutory Guidance on Adoption (July 2013) (*issued under section 7 of the Local Authority Social Services Act 1970*)
2. Department for Education – Adoption: national minimum standards (July 2014)
3. Department for Children, Schools and Family: Adoption: Access to Information and Intermediary Services (Practice Guidance)

Looked After Children & Children Act 1989

4. Court orders and pre-proceedings for local authorities April 2014 (Volume 1)
5. The Children Act 1989 guidance and regulations (Volume 2): care planning, placement and case review June 2015
6. The Children Act 1989 guidance and regulations (Volume 3): planning transition to adulthood for care leavers Publication date: October 2010 Implementation date: 1 April 2011
7. Department for Education: The Children Act 1989, Guidance and Regulations, (Volume 4), Fostering Services (2011)
8. Guide to the Children’s Homes Regulations including the quality standards April 2015 (Volume 5)
9. DfE: Promoting the education of looked after children Statutory guidance for local authorities (July 2014)
10. DfE: Care of unaccompanied and trafficked children: Statutory guidance for local authorities on the care of unaccompanied asylum seeking and trafficked children (July 2014)
11. DfE: Working with foreign authorities: child protection cases and care orders: Departmental advice for local authorities, social workers, service managers and children’s services lawyers (July 2014)
12. DfE: Children looked after by local authorities in England Guide to the SSSA903 collection 1 April 2014 to 31 March 2015 (October 2014)
13. DfE: Court orders and pre-proceedings for local authorities (April 2014)
14. DfE: Children in need census 2013 to 2014 guide: Version 2.2, (March 2014)
15. Child Trust Fund and Looked After Children: Guidance for Local Authorities in England, Wales and Scotland and Health and Social Services Trusts in Northern Ireland

Annex C

Specified Data

(A) Transitional phase

Sharing with Host Authority for ALN RAA by LAs

1. Information about prospective adopters will be supplied to IC as the Host Authority for ALN RAA by the LAs in accordance with the information requirements outlined in Part 4 and Part 8, Schedule 4 of the Adoption Agencies Regulations 2005/389.
2. In so far as children in need of adoption may already have been matched with approved adopters, information about the child and about the child's family will be supplied to IC as the Host Authority for ALN RAA in line with the information requirements outlined in Part 3 and Part 8, Schedule 1 of the Adoption Agencies Regulations 2005/389.
3. The Adoption and Care Planning (Miscellaneous Amendments) Regulations 2018 (S.I. 2018 no 152) specifically permit the sharing of personal data between LAs who have formed an RAA.

(B) Regular Data Sharing

Sharing with Host Authority by LAs

Information about the child in need of adoption and about the child's family will be supplied to IC as Host Authority for ALN RAA in line with the information requirements outlined in Part 3 and Part 8, Schedule 1 of the Adoption Agencies Regulations 2005/389. In relation to Adoption Panels the Partners will share the information set out in Sections 17(2) and (3) of The Adoption Agency Regulations 2005/389

Sharing by Host Authority with LAs

Information about the child in need of adoption and about the child's family will be supplied by IC as the Host Authority for the ALN RAA to the relevant LA in accordance with the information requirements outlined in Part 3 and Part 8, Schedule 1 of the Adoption Agencies Regulations 2005/389.

(C) Categories of Data

Adopters

IC and each LA will be sharing the following information relating to adopters:

- Enquiry information
- Prospective Adopter Reports – including medical information and statutory checks
- Approval Panel Minutes
- Information relevant to Adoption Support
- Letterbox information to enable ongoing indirect contact between birth parents and adopted children

Children placed for Adoption

Prior to a Placement Order the following information is shared with the consent of the

Court:

- Referral and assessment information
- Court Reports
- Child Profiles
- Child Placement report and associated documents e.g. medical reports and specialist assessments.
- Should be placed for Adoption Decision notices
- Adoption Support Plans

Post Placement Order the Local Authority is under an obligation to share this information with prospective adopters regardless of which agency has approved them.

SCHEDULE 4

ALN MANAGEMENT BOARD

ALN MANAGEMENT BOARD REPRESENTATIVES

Representatives

Barnet

Name of representative: Chris Munday

Position: Director of Children's Services

Name of substitute representative: Brigitte Jordan

Position: Operational Director Family Services

Camden

Name of representative: Martin Pratt

Position: Director of Children's Services

Name of substitute representative: Anne Turner

Position: Director of Children's Safeguarding and Social Work

Enfield

Name of representative: Tony Theodoulou

Position: Director of Children's Services

Name of substitute representative: Anne Stoker

Position: Assistant Director

Hackney

Name of representative: Anne Canning

Position: Director of Children's Services

Name of substitute representative: Sarah Wright

Position: Director of Children and Families

Haringey

Name of representative: Ann Graham

Position: Director of Children's Services

Name of substitute representative: Beverley Hendricks

Position: Interim Assistant Director Children and Young People's Services

Islington

Name of representative: Carmel Littleton

Position: Director of Children's Services

Name of substitute representative: Laura Eden

Position: Director of Safeguarding and Family Support

Initial chair of the ALN Management Board

Islington representative

SCHEDULE 5

FINANCIAL PROTOCOL WITH REGARDS TO THE RELATIONSHIP BETWEEN THE PARTNERS

Financial Protocol with regards to the relationship between the Partners

1. General principles

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

2. Calculating the Financial Contribution

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

Table 1

ALN RAA Partner Financial Contributions to 2019/20 ALN budget

Partner	2019/20 Financial Contribution *	2019/20 percentage contribution
Barnet	263,691	23%
Camden	145,530	13%
Enfield	115,399	10%
Hackney	199,068	17%
Haringey	212,974	18%
Islington	214,555	19%
Total	1,151,218	100%

* note contribution level is part year (from 1.10.19) to reflect Adopt London North start date.

- 2.2 The Financial Contributions for every subsequent year of operation of ALN or part thereof shall be calculated in accordance with the following:
- the proportion of the overall ALN budget to be paid by each Partner shall be in line with the 2019/20 Financial Contribution save where paragraph 2.3 or paragraph 2.5 applies; and
 - the sum of the Financial Contribution shall be in line with the 2019/20 Financial Contribution except to the extent that the costs of providing the Service and / or Host Support change (whether an increase or a decrease) due to the factors listed in paragraph 4.2 of this

Schedule 5 in which case the Financial Contributions shall be amended in line with these changes.

2.3 Barnet and Haringey:

2.3.1 acknowledge that their Financial Contributions for 2019/20 include an amount sufficient to enable the Host Authority to meet the cost of paying the recruitment and retention allowance to their Relevant Employees and the associated staffing on costs less an amount of one thousand five hundred pounds (£1,500) in respect of each Relevant Employee which will be met from the ALN budget (the 'Recruitment and Retention Amount'); and

2.3.2 agree that their Financial Contribution for 2020/21 and 2021/22 shall include the Recruitment and Retention Amount up to end of September 2022.

2.4 The Host Authority agree to refund to Barnet and Haringey an appropriate proportion of the Recruitment and Retention Amount included in their Financial Contributions for 2020/21 or 2021/22 (as the case may be) if the payment of a retention and recruitment allowance to their Relevant Employees ceases prior to 1 October 2022 as a result of a staffing re-organisation involving the harmonisation of terms and conditions.

2.5 Where there is or is projected to be a material increase or decrease in the level of Services ('Service Variation') to be provided by the Host Authority on behalf of one or more Partners, the Host Authority shall prepare an adjustment to the percentage financial contribution of each Partner for the next Financial Year to reflect the Service Variation for consideration by the ALN Management Board for approval by each of the Partners as part of its budget setting process. In this paragraph, 'material' shall mean 'five percent (5%) or greater'.

2.6 Until such time as unanimously agreed by the Partners the following items of income and expenditure will remain the responsibility of each of the Partners

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

3. Payment Arrangements and VAT

3.1 Following agreement of the annual budget by the ALN Management Board (as described in paragraph 5 of this Schedule 5) each Partner shall be notified of their Financial Contribution by the Host Authority. The Financial Contribution shall be paid in four equal instalments on 15 May, 15 August, 15 November and 15 February in each calendar year of operation of ALN or on the next working day if these dates fall on a weekend or a Bank Holiday. Payment is to be made by BACS to the Host Authority's bank account.

- 3.2 Unless the following option is taken, the Host Authority will account for VAT. The following text is included as an option that may be exercised at the beginning of any Financial Year by a Partner that, acting reasonably, believes that the ALN arrangements are generating significant sums of VAT: “each Partner is responsible for accounting for any Value Added Tax that becomes payable on any monies that they expend as part of ALN. Where the Host Authority commissions a contract or an element of a contract for Services outside of the Islington London Borough Council administrative boundary any VAT incurred is repatriated to the individual Partners in whose administrative area the Services have been provided. This shall either be through direct invoicing to that Partner or the creation of a retrospective VAT only invoice for their share of a shared contract. This shall apply to all monies paid by the Host Authority in respect of externally incurred VAT bearing expenditure. The amount of externally incurred VAT to be repatriated will be apportioned based on a pro-rata percentage of the Financial Contributions of each Partner towards the annual budget.

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

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

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

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

4. Budgetary Control and Monitoring

- 4.1 The Head of Service ALN shall prepare a draft annual budget for consideration by the ALN Management Board and approval by each of the Partners as part of its budget setting process. The budget will be used to calculate the Financial Contribution from each Partner as identified in paragraph 2 above. The Host Authority is not authorised to operate or budget for an accumulative or deficit position. In the event that the annual accounts are closed in a deficit position, the deficit will be made good by the Partners contributing in the same proportions as the Financial Contributions to the annual budget. Any surplus shall be carried over and returned to the Partners in the same proportions as the Partners’ Financial Contributions determined by the ALN Management Board.

- 4.2 The Host Authority’s Section 151 Officer shall ensure there are mechanisms in place to enable budgets to be managed in line with the available resources and any variations to the budget are identified as early as possible. The Host Authority’s Section 151 Officer will submit quarterly budget monitoring reports of ALN to the ALN Management Board. These reports will include explanations of any variances against the profiled budget. The ALN Management Board will review the expenditure and forecast to ensure that the allocated budget is being correctly adhered to. Each year, the ALN Management Board shall be presented with a proposed budget for ALN for the following financial year by 30 September prior to the start of the financial year for agreement by 31 December recognising each

Partner's budget cycle and subject to financial approval in accordance with the financial procedures and constitutional arrangements for the Host authority. The proposed budget shall be based on the 2019/20 budget subject to adjustments (whether an increase or a decrease) to allow for:

- (i) indexation in line with local authority pay awards;
- (ii) other changes in staff pay;
- (iii) changes in the type, nature or quantum of the Service to be provided; and
- (iv) changes in law, government policy and guidance and best practice.

4.3 Overspends (Deficit)

4.3.1 Whenever an overspend is projected, the Partners shall agree how to manage the overspend and shall keep the position under review. The Partners shall act in good faith and in a reasonable manner in agreeing the management of the overspend.

4.3.2 If at the end of any Financial Year, there is an overspend the Partners shall identify the reasons for the overspend and shall deal with such overspend in accordance with the following:

4.3.2.1 overspends relating to staffing related overhead costs shall be apportioned between the Partners in the same proportion as the Partners' financial contributions determined by the ALN Management Board.

4.3.2.2 overspends relating to any other costs not covered in paragraph 4.3.2.1 shall be apportioned between the Partners in the same proportion as the Partners' financial contributions determined by the ALN management Board

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

4.4 Underspends (Surplus)

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

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

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

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

4.5 Reconciliation

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

4.6 Other costs

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

4.7 Grants

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

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

4.8 Accounting and Reporting Requirements

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

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

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

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

4.9 Annual accounts and audit following each year end

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

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

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

- 4.9.4 The cost of the external auditors in respect of the ALN account shall be borne by the ALN budget.
- 4.9.5 The ALN Management Board shall decide on any money surplus or deficit balance in accordance with paragraphs 4.3 and 4.4 of this Schedule 5.

5 Capital expenditure

5.1 Setting of the Shared Service ICT Capital Budget

- 5.1.1 The designated Chief Finance Officers (or their designated representatives) and the Head of Service ALN shall meet at least 3 (three) months before the end of each financial year to agree a proposed ALN Capital Budget and Programme for the following financial year for consideration by the ALN Management Board.
- 5.1.2 The ALN Management Board shall consider the proposed ALN Capital Budget and Programme and decide whether to recommend the budget and programme for approval by the Partners as part of their annual budget making process.
- 5.1.3 If the proposed ALN Capital Budget and Programme is approved by all the Partners, each Partner shall be responsible for meeting one sixth of the total cost of each ALN capital project funded from the agreed budget unless otherwise agreed by the partners.

5.2 Spending on ICT Capital Projects

- 5.2.1 No expenditure or commitment on an ALN Capital Project shall take place unless
- 5.2.1.1 the project has been included in the ALN Capital Budget and Programme; or
 - 5.2.1.2 the project has been approved by the Head of Service ALN (following consultation with the Partners' designated Chief Finance Officers), and can be met from anticipated underspends in the ALN capital Budget and Programme; or
 - 5.2.1.3 the project has been recommended by the ALN Management Board and subsequently approved by the Head of Service ALN where the cost can be met from anticipated underspends in the ALN Capital Budget and Programme.

5.3 Changes to the ALN Capital Budget and Programme

- 5.3.1 The ALN Management Board may recommend changes to the ALN Capital Budget and Programme to reflect;
- 5.3.1.1 alterations in overall resource assumptions;
 - 5.3.1.2 unforeseen ALN capital spending requirements for approval by the Partners.
- 5.3.2 Subject to any required additional financial resources being available any increase in the ALN Capital Budget and Programme requires the approval of each of the Partners.

5.4 Overspends

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

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

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

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

5.5 Underspends

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

5.6 Accounting, monitoring and reporting

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

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

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

5.7 Authorisation

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

6 Long term contracts

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

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

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

SCHEDULE 6

ALN HEAD OF SERVICE

Name: Lydia Samuel

JOB DESCRIPTION

POST TITLE: Head of Service Adopt London North Regional Adoption Agency (ALNRAA)

POST NUMBER

GRADE: CO4

SERVICE AREA **Children's Services**

DIVISION / UNIT

REPORTS TO: Regional Adoption Agency Governance Board via the Chair

MANAGES/SUPERVISES All staff within the ALNRAA.

1 PRIMARY JOB FUNCTION

To lead the ongoing development and delivery of an integrated, Regional Adoption Agency (RAA) providing high quality Adoption services and improving performance and outcomes across the RAA footprint.

To collaborate on a pan London basis with the other RAAs to champion Adoption and contribute to the strategic planning and delivery at both a local and national level.

To provide inspirational leadership promoting the value of permanence and the benefits of adopting through ALNRAA.

To develop the service to meet the needs of children with a plan for adoption and those who have been adopted, birth parents and adult adoptees by ensuring that practice is informed by the best evidence base.

To fulfil the statutory responsibilities around adoption for the councils of Barnet, Camden, Enfield, Hackney, Haringey and Islington.

To develop and direct high performing and motivated staff teams.

1 DUTIES AND RESPONSIBILITIES

1. To lead strategic development and service delivery within the ALN Regional Adoption Agency and to work closely with the ALN RAA board to agree priorities for strategic development, service objectives, service delivery and policy and process changes.
2. Facilitate links and co-operation with agencies to deliver co-ordinated and effective services as part of a multi-agency approach
3. To take responsibility for promoting and safeguarding the welfare of children and young persons / vulnerable adults and those who you come into contact with.
4. Monitor the safeguarding responsibilities, performance and training of the team members whom they manage.
5. To provide a clear sense of purpose and direction within the ALNRAA and to lead the achievement of strategic and service objectives.
6. To provide expert advice and guidance to the ALNRAA Board on the development, implementation and ongoing review of the Regional Adoption Agency.
7. To work closely with the ALNRAA Board to ensure the RAA is sustainable and continually improving.
8. To provide clear and visible leadership to the ALNRAA and to ensure delivery of high quality Adoption services.

9. To ensure the ALNRRA delivers improved services, including recruitment of Adopters, placement and matching activity, support for children, Adopters and birth families support and integration with care planning services across the partner agencies in order to drive improved outcomes.
10. To be the principal advisor to the ALNRRA Board on issues relating to the RAA's services and to ensure that the service is flexible and responsive to local, regional and national trends and to changes in priorities and to ensure RAA services meet the requirements of the legislation, regulation and guidance frameworks.
11. To take the lead role in the development of innovative approaches to the delivery of RAA services, including ensuring effective collaboration with the RAA's Voluntary Sector partners and the wider voluntary sector.
12. To be accountable for a large and complex budget and to be responsible for effective deployment of resources to meet statutory and regulatory requirements, best practice standards and to develop opportunities for income streams and innovation.
13. To ensure effective communication and liaison with key individuals in Local Authority Partners including Elected Members, Chief Executives and Directors.
14. To ensure effective communication, liaison and collaboration with other RAA's, in particular those across London, Joint Commissioning Boards, Health Providers, independent and voluntary sector providers in order to maximise opportunities for the RAA.
15. To develop and model cultural change and promote communication that is clear, effective and transparent at all levels across RAA services.
16. To embed a strong leadership culture focusing on performance, driving continuous improvement and playing a key role in enabling and encouraging creative and productive networks to form.
17. To be responsible for commissioning and procurement of services, in conjunction with specialist commissioning and contracting staff, to ensure an appropriate range of high quality and effective services are available, as determined by needs analysis, in a manner which maximises opportunities, ensures operational delivery is in line with commissioning intentions and evidences value for money.
18. To be responsible for the co-ordination and production of timely and accurate data reports, providing analysis of the performance of the RAA as a whole and of that of each constituent partner.
19. To be responsible for ensuring that children, young people, Adoptive families and birth parents are enabled to fully participate in the planning and evaluation of services provided by the RAA.

20. To be accountable for the allocated budget of the RAA and to negotiate across financial systems in each partner agency, ensuring compliance with Financial Regulations and to work closely with the RAA Board to deliver efficiencies as required.
21. To be accountable for compliance with DFE expectations in terms of funding and reporting and to produce an annual business plan and a Regional Adoption Agency Annual Report.
22. To be responsible for, in partnership with each constituent partner, the effective recruitment and retention of staff in the RAA and to utilise the annual appraisal process, so that individual and service objectives are achieved.
23. To undertake other duties commensurate to the grade of the post.

ADDITIONAL:

- To use and assist others in the use of information technology systems to carry out duties in the most efficient and effective manner.
- To carry out duties and responsibilities in accordance with the council's commitment to customer service excellence and ensure compliance with the customer care standards.
- To be committed to the Council's core values of public service, quality, equality and empowerment and to demonstrate this commitment in the way duties are carried out.
- To ensure that duties are undertaken with due regard and compliance with the General Data Protection Regulations and other legislation.
- To carry out duties and responsibilities in accordance with the Council's Health and Safety Policy and relevant Health and Safety legislation.
- At all times to carry out responsibilities/duties within the framework of the Council's Dignity for all Policy. (Equal Opportunities Policy).

Post holder Declaration

Name:	
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Signed:	
Date:	

PERSON SPECIFICATION





The person specification is a picture of skills, knowledge and experience required to carry out the job. It has been used to draw up the advert and will also be used in the short-listing and interview process for this post.

You should demonstrate on your application form how you meet each of the following essential criteria. Please ensure that your address each one of the criteria as this will be used to assess your suitability for the post.

Service Area: Children's Services	DIVISION	
	UNIT	
2 Post Title: Head of Service Regional Adoption Agency	Grade: TBC	
3 REQUIREMENTS		
4.1 EDUCATION and EXPERIENCE		
E1	Recognised social work qualification and registered with HCPC	A
E2	Recent Management qualification	A
E3	Evidence of continued professional development which has been transferred into the workplace.	A/I
E4	Experience of operating at a senior level with leadership and management responsibilities for a range of operational teams and associated budgets	A/I
E5	Significant experience, knowledge and expertise in change management and service redesign particularly in Children's services (adoption and permanency).	A/I
E6	Evidence of successful working across organisational boundaries and in partnership/collaboration at a local, sub regional and regional level. Ability to represent the Council externally, both professionally and in a leadership role.	A/I
4.2 KNOWLEDGE, SKILLS and ABILITY		

E7	Displays an awareness, understanding and commitment to the protection and safeguarding of children and young people and vulnerable adults	A/I
E8	Comprehensive knowledge of adoption/ permanency and other aspects of Children's Social Care. This must include legislation and practice, with the proven ability to successfully implement this in the workplace at a strategic and operational level.	A/I
E9	Ability to lead by example, inspiring confidence and trust, tackling performance issues if they arise and creating a 'can do' culture.	A/I
E10	Ability to create strong networks and a culture which ensures systems and procedures are in place to promote stakeholder involvement and continuous improvement in the delivery and evaluation of services.	A/I
E11	Ability to analyse performance data and work with public agencies to identify themes and gaps in service provision to inform service planning.	A/I/T
E12	Ability to use a range of management tools and techniques to analyse and address problems and an ability to embed evidence based best practice in services	A/I
E13	Ability to lead a range of different teams, including multi-agency teams and deliver needs led services and positive outcomes.	A/I
E14	Excellent planning, research, organisational and decision making skills. Ability to analyse and interpret information and data and to present to a wider audience.	A/I/T
E15	To be responsible for managing an allocated budget, reviewing the generation and allocation of financial resources, and evaluating proposals for expenditure	A/I
4.3 INTERPERSONAL SKILLS		
E16	Ability to inspire staff and delivery partners to engage fully with vision and purpose of children's services, supporting them to work collaboratively.	A/I
E17	Ability to create and encourage a culture of innovation , flexibility and responsiveness to respond to swiftly changing priorities.	A/I
E18	Ability to maintain a diverse and collaborative working culture which encourages openness, approachability, is supportive of change and challenge and seeks and	A/I

	evaluates others views and opinions.	
E19	Ability to, maintain effective performance, encourage other to do the same and challenge appropriately when this is not the case	A/I
E20	Ability to confront issues and challenge assumptions at all levels, with delivery partners, service users and other OCC staff/members in an appropriately assertive and constructive way.	A/I
4.4 COMMITMENT TO EQUAL OPPORTUNITIES		
E21	Ability to adhere to the Council's Dignity for All policy.	A/I

3.5 SPECIAL REQUIREMENTS OF THE POST (Delete or amend as appropriate)		
E22	This role will require you to obtain an Enhanced satisfactory clearance from the Disclosure and Barring Service formally known as the Criminal Records Bureau (CRB) Disclosure	
E23	This post requires registration with Health Care Professional Council (HCPC)	
E24	This post is subject to the council's policy on pecuniary and personal interest	
E25	This post is designated politically restricted	
E= Essential		
*Assessed by: A= Application I= Interview T= Test		

SCHEDULE 7

ASSETS

Part 1 Facilities for ALN staff

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

Part 2 Facilities to be provided by each Partner

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

Part 3 Authority Premises

The Partners shall provide accommodation as follows:

Islington

Premises: Laycock Street building -first floor (part) London N1 1TH

Accommodation for 40 FTE staff

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

Staff ratio to be 10 staff to ≥ 7 desks

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

As necessary, each Partner shall provide working space and associated facilities and services in their nominated offices for Host Authority staff when they are performing Services on behalf of ALN in the area of the Partner.

SCHEDULE 8

ALN MANAGEMENT BOARD GOVERNANCE ARRANGEMENTS

1 Establishment

- 1.1 The board shall be called the ALN Management Board
- 1.2 These terms shall have effect from the first meeting of the ALN Management Board.

2 Powers and responsibilities of the ALN Management Board

- 2.1 The ALN Management Board shall be responsible for:
 - acting as a consultative body and performing a check and challenge function to the Host Authority's performance of and proposals in relation to
 - (i) the strategic delivery of the Service ;
 - (ii) the day to day operation of the Service; and
 - (iii) developments in legislation, guidance and best practice;
 - if and when the opportunity arises making proposals for service improvements and innovations to Partners and the Host Authority;
 - approving the annual budget and Financial Contributions, noting that the agreed method of establishing the annual budget and annual contribution is set out at Schedule 5 of this Agreement and on the express understanding that such approval shall be subject to each Partner's internal governance processes in relation to budgets and expenditure;
 - actions required under clauses 7 (Annual ALN Plan), 16 (Quarterly Review) and 17 (Annual Review) of this Agreement
 - providing an opportunity for dialogue between Partners, Third Sector Partners and invitees; and
 - dispute resolution and exit arrangements.
 - agreeing whether an organisation or representative can become a Third Sector Partner
 - monitoring any key performance indicators and other data
 - monitoring quality assurance
- 2.2 The ALN Management Board shall perform the tasks set out at bullet points 1 and 3 above in response to reports submitted by the Head of Service ALN as set out in the main body and other Schedules to this Agreement.

3 Third Sector Partner Involvement

- 3.1 Third Sector Partners engaged through clause 43 of this Agreement shall be entitled to be present for items in relation to the following:
 - the strategic direction of ALN;
 - service improvements and best practice; and
 - changes in legislation and guidance.

- 3.2 For the avoidance of doubt, Third Sector Partners will not be entitled to be present for items in relation to the annual budget, Financial Contributions, dispute resolution and detailed (rather than general) discussions on procurement.
- 3.3 Third Sector Partners may be required to leave ALN Management Board meetings for some items on the agenda if in the opinion of the Partners the presence of the Third Sector Partner may prejudice or be perceived by others as prejudicing the proper and impartial conduct of a procurement, a grant award, legal action or litigation, disputes, budget setting or any other activity of ALN.
- 3.4 Third Sector Partners shall declare any interest that they may have in items on the agenda either in advance of the meeting of the ALN management Board or at the start of the meeting.

4. Service User Involvement

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

5 Governance arrangements of the ALN Management Board

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

- A meeting of the ALN Management Board shall be quorate with the attendance of 50% of the members who are entitled to vote at such meeting.
- If a member of the ALN Management Board shall not be present at any meeting of the Management Board, his or her agreement to a decision or a course of action (in relation to the Service and within the role of the responsibilities of the ALN Management Board) may be given in writing to the Chair or Vice Chair or the member may decide at her or his discretion for her /his substitute to attend and to vote on its behalf in relation to any such decision or course of action.
- The Partners each undertake that they have passed a resolution (or have the appropriate delegated authority) delegating the necessary authority to their representative on the ALN Management Board to enable the ALN Management Board to act in accordance with this Schedule 8 and to commit the Partners within the terms of and as contemplated by this Schedule 8.
- A Partner may remove any person acting from time to time as its representative on the ALN Management Board and another representative (who shall be duly qualified in accordance with the terms of this Schedule 8) for the relevant Partner shall be appointed in accordance with the provisions of this Schedule 8.
- No Partner shall remove a person as its representative on the ALN Management Board without first securing the appointment of another representative and advising the other Partners of the appointment of such representative in writing.
- The ALN Management Board shall meet as regularly as is necessary in order to perform its role in relation to ALN but in any event no less than once per quarter. The Host Authority shall give the Partners at least ten (10) Working Days written notice in advance of any meeting of the ALN Management Board. Such notice shall include an agenda for the issues to be discussed and any decisions or actions to be considered at such meeting. The ten (10) Working Days' notice period may be waived if all Partners agree or the matter is urgent (in the reasonable opinion of the Host Authority).
- Any Partner may request a meeting of the ALN Management Board by giving notice in writing to the Host Authority. Such notice shall detail the reason for the meeting request and shall include a draft agenda for such meeting.
- Meetings shall be held at the venue or venues agreed by the ALN Management Board at their first meeting which shall be held at Islington Town Hall.
- Minutes shall be taken at each meeting in the form of actions and decisions agreed. Minutes shall be presented to the next meeting of the ALN Management Board for its agreement.

6 Administrative Duties of the Host Authority

- 6.1 The Host Authority shall provide administrative support to the management board including:
- Arranging ALN Management Board meetings;
 - Distributing agendas and papers;
 - Minute taking and distribution; and
 - Acting as secretariat to the ALN Management Board

SCHEDULE 9

INFORMATION TO BE DISCLOSED BY PARTNER TRANSFERORS RELATING TO EMPLOYEES

Personal details

Full name

Sex

Date of birth

Home address

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

Work location

National Insurance Number and table letter

Bank account details for payment of salary

Ethnic origin

Disability \ any disability adjustments required

Remuneration and personnel issues

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

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

Projected end date, if fixed term

Normal retirement date

Annual salary and rates of pay band/grade/spine point

Pay protection

Tax code

Shifts, unsociable hours or other premium rates of pay

Regular overtime / overtime rate

Pending pay award \salary increase

Hours of work

Overtime history for preceding 12 month period

Allowances and bonuses for preceding 12 month period

Outstanding loan/advances on salary or debts

Sickness absence and disciplinary records for immediately preceding two year period

Any performance assessment or appraisal details

Car allocation and/or allowance details

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

Details of any material breaches of employment contracts

Details of any claims or actions brought by employee against their current employer in previous 2 years and any existing or potential / pending claims/actions.

Pensions

Details of scheme, and individual/employer's contributions

Date joined pension scheme

Confirmation that employer contributions have been paid in full.

Details of any current or pending applications for early retirement

Leave

Annual holiday entitlement and accrued holiday entitlement

Leave year start / end

Leave taken at Transfer Date

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

Those who have notified the Partner that they are pregnant

Sickness entitlement

Those on sick leave

Other information

Existing training or sponsorship commitments

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

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

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

Existence of any secondment arrangements

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

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

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

A copy of any job evaluation scheme.

Dismissals

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

Details of all employees recruited within the last 12 months.

Collective bargaining

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

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

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

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

Working Time Regulations 1998

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

Health and Safety

Details of any health and safety committee / representatives.

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

Trainees/Consultants

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

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

SCHEDULE 10

RELEVANT EMPLOYEES

<i>First name</i>	<i>Surname</i>	<i>Post title</i>	<i>Partner transferor</i>
Susan	Kelsey	Adoption Practitioner	Hackney
Grace	Panayiotou	Team Manager	Haringey
Cherrell	Guerin	Practice Manager	Haringey
Jem	Phillips	Social Worker	Haringey
Matthew	Rodriguez	Social Worker	Haringey
Marlene	Joseph	Social Worker	Haringey
Jane	Parrish	Social Worker	Haringey
Lucy	Slatter	Social Worker	Barnet
Nina	Vieira	Social Worker	Barnet
Hana	Gillings	Social Worker	Barnet
Margaret	Sheehan	Social Worker	Barnet
Debbie	Fossey	Social Worker	Barnet