

DATED

2018

(1) PETERBOROUGH CITY COUNCIL

(2) CAMBRIDGESHIRE COUNTY COUNCIL

JOINT WORKING AGREEMENT

Legal Services
Peterborough City Council

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THIS AGREEMENT is made on the of 2018

PARTIES

- (1) Peterborough City Council of Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY (“**PCC**”); and
- (2) Cambridgeshire County Council of Shire Hall, Castle Street, Cambridge, CB3 0AP (“**CCC**”).

together referred to as the “Parties”

BACKGROUND

- (A) CCC and PCC are committed to identifying ways of working together through the combination, sharing and closer integration of services in order to develop and enhance service delivery, build resilience and achieve future efficiencies.
- (B) This Agreement sets out the principles and protocols which will govern the way in which CCC and PCC will identify and integrate their services to include a Sovereignty Guarantee designed to protect the separate legal and political identities of each Council.
- (C) This Agreement is entered into in reliance on the exclusive rights given to local authorities in sections 101, 102, 112 and 113 of the Local Government Act 1972 and s.9EA of the Local Government Act 2000 and the Regulations made under these Acts (to include but not limited to the Local Authority (Arrangement for the Discharge of Functions) (England) Regulations 2012), together with the general power within section 2 of the Local Government Act 2000 and the supporting provisions within section 111 of the Local Government Act 1972.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. This Agreement shall be interpreted in accordance with Schedule 1.

2. DURATION OF THE AGREEMENT

- 2.1. This Agreement shall commence on the Commencement Date and will continue in force until it is terminated in accordance with [clause 23](#).

3. JOINT WORKING ARRANGEMENTS

- 3.1. The aims, benefits, principles and intended outcomes of entering into the Agreement are set out in [Schedule 2](#) (“the Objectives”).
- 3.2. The Arrangements set out in clauses [4](#), [5](#), [6](#), [7](#), [8](#) and [9](#) of this Agreement will be implemented in support of the Objectives by each of CCC and PCC’s services identified as being suitable for joint working.

4. GOVERNANCE AND REVIEW

- 4.1. The Arrangements and delivery of the Objectives shall be in accordance with roles and responsibilities set out in [Schedule 7](#).
- 4.2. The Senior Responsible Officer (“SRO”) shall carry out an annual review of the Arrangements for the purpose of evaluating:
 - 4.2.1. performance of the Arrangements against the targets, priorities and outcomes specified in this Agreement (or such other targets, priorities and outcomes as may be agreed between the Parties in writing from time to time);
 - 4.2.2. targets and priorities for the next Financial Year;
 - 4.2.3. the operation and effectiveness of the Arrangements;
 - 4.2.4. delivery of agreed outcomes and benefits and the role of the arrangements in relation to such delivery;
- 4.3. Following a review held in accordance with [clause 4.2](#) the SRO will make recommendations to the Parties in respect of the Arrangements.
- 4.4. The Parties will consider the recommendations made by the SRO pursuant to [clause 4.2](#) with a view to agreeing a Strategic Business Case summarising the priorities, targets and budgets for the next Financial Year, which will be monitored through the business planning process in both Parties together with any variations to the Arrangements.

5. CREATION OF COMBINED TEAMS

- 5.1. Where PCC and CCC services are identified as potentially suitable for joint working, the relevant Service Director shall put in place the necessary arrangements to further develop the proposal with input from and in accordance with the requirements of the Shared Services Programme Team.

- 5.2. It will be the responsibility of the relevant Service Director to ensure that the development, approval and implementation of the business case for joint working arrangements is in compliance with this Agreement and schedules [4](#), [5](#), [6](#) and [7](#).
- 5.3. Where there is a business case for joint working, the Service Director will present that to the Programme Board for approval unless it meets the criteria of a Key Decision, in which case the Programme Board will be asked to recommend it for approval in accordance with the Parties' Internal Governance Document.
- 5.4. Where Services are approved for joint working in accordance with [clause 5.3](#), the Parties will enter into an s.113 Agreement to share defined posts ("the Shared Posts") in the form set out in [Schedule 3](#) of this Agreement (as amended to reflect the specific requirements of the Arrangements).
- 5.5. Where through historic arrangements Services are operating under existing s.113 Agreements, the Service Director will be required to present an updated business case to the Shared Services Programme Board setting out the proposals for continued delivery. Where approved the Service Director will be required to enter into a s.113 Agreement in the form set out at [Schedule 3](#) as well as ensuring compliance with Schedules [4](#), [5](#), [6](#) and [7](#).

6. PERSONNEL ARRANGEMENTS

- 6.1. The Parties have jointly developed the HR Protocol which is designed to support the Arrangements but is not intended to be (and unless the Parties expressly agree otherwise in writing, will not have the effect of being), a substitute for either Parties existing HR Policies and Procedures.
- 6.2. The Parties agree to be bound by the terms of the HR Protocol and to fulfil their respective obligations in that respect. The HR Protocol may be varied in accordance with [clause 24](#).
- 6.3. During the term of the s.113 Agreement the recruitment, assignment to and management of the Shared Posts will be in accordance with this Agreement and the HR Protocol.

7. FINANCIAL ARRANGEMENTS

- 7.1. The Parties have jointly developed the Financial Protocol which is designed to set out the financial principles governing the Combined Team.

- 7.2. The Parties agree to be bound by the terms of the Financial Protocol and to fulfil their respective obligations in that respect. The Financial Protocol may be varied in accordance with [clause 24](#).
- 7.3. During the term of the s.113 Agreement the financial arrangements for the Combined Team will be in accordance with this Agreement and the Financial Protocol.

8. SHARING INFORMATION

- 8.1. The Parties have jointly developed the Information Sharing Protocol set out in [Schedule 6](#) which is designed specify the Combined Team's obligations when sharing information in pursuance of the Arrangements.
- 8.2. The Parties agree to be bound by the terms of the Information Sharing Protocol and to fulfil their respective obligations in that respect. The Information Sharing Protocol may be varied in accordance with [clause 24](#).
- 8.3. During the term of the s.113 Agreement the arrangements for sharing information will be in accordance with this Agreement and the Information Sharing Protocol.

9. SHARING TECHNOLOGY

- 9.1. The Parties have jointly developed the Technology Protocol which is designed to specify the Combined Team's obligations when sharing technology in pursuance of the Arrangements.
- 9.2. The Parties agree to be bound by the terms of the Technology Protocol and to fulfil their respective obligations in that respect. The Technology Sharing Protocol may be varied in accordance with [clause 24](#).
- 9.3. During the term of the s.113 Agreement the arrangements for sharing technology will be in accordance with this Agreement and the Technology Protocol.

10. INDEMNITIES AND LIABILITIES

- 10.1. Each Council shall indemnify the other against any Loss (excluding Indirect Loss) suffered or incurred by the indemnified Council arising out of or in connection with:
- 10.1.1. the indemnifying Council's negligence or breach of the obligations set out in this Agreement; and

- 10.1.2. any claim made by a third party arising out of or in connection with the indemnifying Council's negligence or breach of contract, in each case in connection with the performance or failure of performance of the indemnifying Council's obligations under this Agreement, except to the extent that such Loss has been caused by any negligence, act or omission by, or on the part of, or in accordance with the instructions of the other Council.
- 10.2. Subject to [clause 10.3](#) the Parties agree that they will be responsible for the activities of a Post Holder as follows:
- 10.2.1. The Non-Employing Council will be responsible for the acts or omissions of any Post Holder when performing their s.113 Duties or otherwise acting in their capacity as an officer of the Non-Employing Council; and
- 10.2.2. The Employing Council will be responsible for the acts or omissions of any Post Holder when performing their Employee Duties or otherwise acting in their capacity as an officer of the Employing Council;
- 10.3. Subject to clauses [10.4](#), [10.5](#), [10.6](#) and [10.7](#) any Loss incurred in relation to or arising from a Post Holder's employment, whether or not following termination of employment of a Post Holder or termination of this Agreement including any award by a court or tribunal shall be the responsibility of the Employing Council. As between the Parties to this Agreement, the Non-Employing Council shall have no liability in respect of such Loss and the Employing agrees to indemnify the Non-Employing Council against any such Loss.
- 10.4. The Parties hold the view that TUPE will not apply on the commencement of this Agreement, during the term of the Agreement or on the expiry of the Agreement (in whole or in part). However if TUPE operates so as to transfer the contract of employment of any Post Holder due to a Relevant Transfer from one Council ("the Transferor Council") to the other Party ("the Transferee Council"), the Parties shall comply with their legal obligations under TUPE.
- 10.5. Subject to clause [10.7](#) the Transferor Council shall be liable for and shall indemnify the Transferee Council against any Employment Liabilities incurred by the Transferee Council which arise before, on or after the Relevant Transfer and out of an act or omission of the Transferor Council in connection with:
- 10.5.1. The Post Holder's employment with the Transferor Council;

- 10.5.2. Any failure to comply with the obligations under Regulation 13 and 14 of TUPE (including any action brought by an employee representative for breach of Regulations 13 and/or 14 of TUPE) except where such failure arises from the Transferee Council's failure to comply with its obligations under Regulations 13 and/or 14 of TUPE.
- 10.6. Subject to clause [10.7](#) the Transferee Council shall be liable for and shall indemnify the Transferor Council against any Employee Liabilities incurred by the Transferor Council which arise before on or after the Relevant Transfer caused by an act or omission of the Transferee Council in connection with:
- 10.6.1. The Post Holder's employment with the Transferee Council;
- 10.6.2. Any failure to comply with the obligations under Regulations 13 and 14 of TUPE (including any claim brought by an employee representative for breach of Regulations 13 and 14 of TUPE).
- 10.7. Where any Employee Liabilities arise partly as a result of any act or omission of the Transferee Council and partly as a result of any act or omission of the Transferor Council whether before, on or after the date of the Relevant Transfer, the Parties shall indemnify each other against only such part of the Employee Liabilities sustained by the other Council as is reasonably attributable to the act or omission of that Council.
- 10.8. In relation to the indemnities of this [clause 10](#) the Parties agree to cooperate with each other and take all reasonable steps to mitigate any costs and expenses and any adverse effect on industrial or employee relations.

11. INSURANCE

- 11.1. Each Council shall maintain policies of insurance in respect of all potential liabilities arising from these Arrangements. A decision not to insure does not relieve a Party of its responsibilities under this Agreement.
- 11.2. Each Council agrees to ensure that:
- 11.2.1. Where they are the Non-Employing Council, the insurance policies maintained pursuant to clause 11.1 cover liabilities that may be incurred through the performance by a Post Holder of their S113 Duties;
- 11.2.2. Where they are the Employing Council, the insurance policies maintained pursuant to [clause 11.1](#) cover liabilities that may be

incurred through the performance, by a Post Holder, of their Employee Duties.

12. STANDARDS OF CONDUCT

- 12.1. The Parties will ensure the Arrangements comply with all statutory requirements national and local and other guidance on conduct and probity and good corporate governance (including the Council's respective Internal Governance Document).
- 12.2. The Council will review and where permitted and appropriate, amend their Internal Governance Document to ensure compliance with their obligations under this Agreement and to enable the Agreement to operate as smoothly and effectively as practicable. Nothing in this clause shall require a Council to make amendments which in its reasonable belief would be inconsistent with the Sovereignty Guarantee.

13. CONFLICT OF INTEREST

- 13.1. The Parties acknowledge that conflicts of interest may arise during the course of this Agreement. The Parties agree that circumstances in which a conflict of interest may arise include, but are not limited to, the following:
 - 13.1.1. When the private interests of a Post Holder conflict with the interests of the Non-Employing Council in the context of the Arrangements ("a Private Interest Conflict");
 - 13.1.2. When the duties of a Post Holder arising under or in connection with the furtherance of integrated working conflict with the duties owed by that Post Holder to the Employing Council ("a Combined Working Conflict").

13.2. Private Interest Conflict

- 13.2.1. In the event that a Private Interest Conflict arises, or a Post Holder suspects that it will arise, the Employing Council shall manage that risk in accordance with its Policies and Procedures for handling conflicts of interest.

13.2.2. Combined Working Conflict

- 13.2.3. In the event that a Combined Working Conflict arises and which affects the ability of any persons operating under this Agreement to act in the best interests of both Parties, they shall as soon as possible inform the SRO who will liaise with the relevant Service

Director to determine and implement whatever action is necessary to manage the risk.

14. COMPLAINTS

- 14.1.1. Complaints by third parties arising out of or in connection with these Arrangements will be dealt with in accordance with the complaints policy of the appropriate Council in force from time to time.
- 14.1.2. Subject to all relevant law and guidance, the Parties reserve the right to agree a combined complaints procedure. Any such procedure shall be documented in writing and approved by the SRO.
- 14.1.3. The Parties will cooperate with investigations undertaken by their respective Ombudsman and shall give each other notice of such a complaint having been received as soon as reasonably practicable. The Council subject to a complaint concerning the Combined Team shall, to the extent that it is reasonably practicable and permissible by law, give the other Council an opportunity to comment upon/review its response before it is submitted. Each Council permits the other to share all relevant information with the Ombudsman in responding to a complaint.

15. INTELLECTUAL PROPERTY

- 15.1. The Parties shall to the extent permissible by law grant to each other a licence to use the other Council's relevant IPR solely and exclusively for the purposes of and in connection with this Agreement and the Arrangements.
- 15.2. Subject to [clauses 15.1](#) and [15.3](#) neither Council shall acquire from the other Council any rights to that other Council's IPR.
- 15.3. If any IPR is created, brought into existence or acquired in relation to anything jointly developed by the Parties in relation to the Agreement or the Arrangements, the Parties shall negotiate in good faith and use all reasonable endeavours to agree the rights that each Council shall have in relation to such IPR. Following any such agreement the Parties shall to the extent permissible by law do all things and execute all documents necessary to give full effect to the agreement. If the Parties are unable to reach agreement the matter shall be referred to the Dispute Resolution Procedure.

16. DATA PROCESSING AND DATA PROTECTION

- 16.1. The Parties acknowledge that these Arrangements are subject to the requirements of Data Protection Legislation. This clause 16 is in addition to, and does not relieve, remove or replace, a Council's obligations under the Data Protection Legislation.
- 16.2. The Parties acknowledge that for the purposes of Data Protection Legislation, they are Data Controllers and Data Processors. The Information Sharing Protocol at Schedule 6 sets out the scope, nature and purpose of processing by the Parties, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 16.3. Without prejudice to the generality of [clause 15.1](#) the Parties' will ensure that they have identified the basis for processing including consent where appropriate and appropriate notices in place to enable the lawful processing of Personal Data in the performance of the Services and for the duration and purposes of this Agreement.
- 16.4. The Parties shall, in relation to any Personal Data or Sensitive Personal Data processed in connection with the performance of these Arrangements:
 - 16.4.1. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
 - 16.4.2. not transfer any Personal Data outside of the European Economic Area unless both Parties consent and the following conditions are fulfilled:

- 16.4.2.1. One or both Parties have provided appropriate safeguards in relation to the transfer;
 - 16.4.2.2. the Data Subject has enforceable rights and effective remedies;
 - 16.4.2.3. the Parties comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
- 16.5. Subject to the disclosure requirements of any Applicable Laws, nothing in this Agreement shall oblige a Council or a Post Holder to disclose information where such disclosure would be in breach of:
 - 16.5.1. Any contract; and/or
 - 16.5.2. Any other relevant and applicable internal or external policies or codes of conduct in relation to confidentiality and disclosure of information.
- 16.6. The Parties will, upon receipt of any of the following and to the extent that it is personal data under the control of both Parties and is permissible and reasonably practicable to do so, notify and consult the other Council prior to the disclosure of any Information relating to these Arrangements:
 - 16.6.1. a request from a Data Subject to have access to that person's Personal Data;
 - 16.6.2. a request to rectify, block or erase any Personal Data;
 - 16.6.3. any other request, complaint or communication relating to either Council's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).
- 16.7. Where appropriate, The Parties will assist each other in responding to any request from a Data Subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. The Parties acknowledge however that they may be required to respond to a request without obtaining consent from the other.
- 16.8. Where data is held in joint control, the Parties will notify each other immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach relating to these Arrangements including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement.

- 16.9. The Parties will maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for inspections by their respective auditors.
- 16.10. The Parties shall take reasonable steps to procure that staff and Post Holders who process any Personal Data or Sensitive Personal Data in accordance with or in the course of this Agreement and/or the performance of the S113 Duties shall do so in accordance with the Applicable Laws and any other relevant guidance.
- 16.11. Each Council agrees at all times during the continuance of this Agreement and after its termination to keep confidential all information or data that it receives or otherwise acquires in connection with the Arrangements and which by its nature is confidential or which has reasonably been marked with such words signifying that it should not be disclosed except where:
- 16.11.1. The disclosure is made pursuant to [clause 21](#) or any litigation between the Parties;
 - 16.11.2. The disclosure is required to comply with Law (including the FOIA);
 - 16.11.3. The disclosure is made to a Council's professional advisors who owe a similar obligation of confidentiality; or
 - 16.11.4. The information was in the possession of the Council without obligation of confidentiality or was in the public domain (otherwise than by breach of this Agreement) before receiving it from the other Council.
- 16.12. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

17. FREEDOM OF INFORMATION

- 17.1. The Parties acknowledge that the Services are subject to the requirements of the FOIA and the EIRs and will each comply with their respective obligations in that respect.
- 17.2. Without prejudice to the general obligation in [clause 17.1](#) any Council in receipt of a Request for Information will, to the extent that it is permissible and reasonably practicable to do so, notify and consult the other Council prior to the disclosure of any Information relating to these Arrangements. The Parties acknowledge however that they may be required to disclose Information without obtaining consent from the other.

- 17.3. The Council in receipt of the Request for Information shall be responsible for determining in its absolute discretion whether the information requested is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 17.4. Each Council will cooperate fully with the other Council for the purposes of enabling that other Council to properly fulfil its obligations in response to a Request for Information and as required will:
 - 17.4.1. provide all necessary assistance and cooperation as reasonably requested to enable compliance with its obligations under the FOIA and EIRs;
 - 17.4.2. provide a copy of all Information requested in the Request For Information which is in its possession or control in the form required and within 5 Working Days (or such other period as may reasonably be specified) of the request for such Information.

18. CONFIDENTIALITY

- 18.1. Subject to [clause 18.2](#) each Council shall keep the other Council's Confidential Information confidential and shall not:
 - 18.1.1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or
 - 18.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 18.2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
 - 18.2.1. which the other Council confirms in writing is not required to be treated as Confidential Information;
 - 18.2.2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
 - 18.2.3. which a Council is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
 - 18.2.4. which is in or enters the public domain other than through any disclosure prohibited by this agreement;

- 18.2.5. which a Council can demonstrate was lawfully in its possession prior to receipt from the other Council; or
 - 18.2.6. which is disclosed by either Council on a confidential basis to any central government or regulatory body.
- 18.3. A party may disclose the other Council's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the Council's obligations under this agreement, provided that:
- 18.3.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 18.3.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
 - 18.3.3. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

19. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 19.1. The Parties acknowledge that they are Regulated Activity Providers with ultimate responsibility for the management and control of the Regulated Activities provided under these Arrangements and for the purposes of the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012.
- 19.2. The Parties shall:
- 19.2.1. ensure that all individuals (whether or not Post Holders) engaged in Regulated Activity are subject to a valid enhanced disclosure and barring service (DBS) with a Children's Barred List check undertaken through the Disclosure and Barring Service (DBS); and
 - 19.2.2. monitor the level and validity of the checks of those checks;
 - 19.2.3. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

- 19.3. The Parties warrant that at all times for the purposes of this Agreement they have no reason to believe that any person who is or will be employed or engaged by them in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 19.4. The Parties shall immediately provide to each other any information reasonably requested to enable them to be satisfied that the obligations of this clause have been met, subject to the Data Protection Legislation. Details relating to convictions will only be shared between the Parties with the explicit consent of the person concerned and/or if the law expressly permits it.
- 19.5. The Parties shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the children and vulnerable adults.

20. AUDIT

- 20.1. This programme of work is subject to the usual audit procedures of both Parties and may form part of the annual audit plan and be reported to their respective Audit Committees as appropriate.
- 20.2. Subject to the Council's obligations of confidentiality, the relevant Service Director shall on demand provide all reasonable co-operation and assistance in relation to each audit, including but not limited to:
- 20.2.1. all information requested by the above persons within the permitted scope of the audit;
 - 20.2.2. reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - 20.2.3. access to Personnel.
- 20.3. A Council shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice to the other, of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 20.4. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

- 20.5. If an audit identifies that a Council has failed to perform its obligations under this Agreement in any material manner, the procedure set out in [clause 22](#) (and the clauses referred to therein) shall apply.

21. DEFAULT

- 21.1. In the event of a Council (“the **Defaulting Party**”) being, in the reasonable opinion of the other Council (the “**Other Party**”), in breach of its obligations under this Agreement and such breach being capable of remedy, the following procedure will apply:
- 21.1.1. The Other Party may request a meeting with the Defaulting Party by giving five (5) Working Day’s written notice to that effect. The meeting will include the Representatives of each Council.
- 21.1.2. Following such a meeting, the Parties will discuss and agree an action plan under which the Defaulting Party will be given a reasonable period of time to remedy the default to the satisfaction of the other Party (the “**Remedial Action Plan**”).
- 21.1.3. Where an Other Party is not reasonably satisfied that the Defaulting Party has complied with the Remedial Action Plan, the Other Party will have the right, at its discretion, either to initiate the Dispute Resolution Procedure or to exercise its right to terminate this Agreement in accordance with [clause 24](#).

22. DISPUTES

- 22.1. In the event of a dispute between the Parties in connection with this Agreement the Parties shall refer the matter to the Programme Board who shall endeavour to settle the dispute between themselves.
- 22.2. In the event that the Programme Board cannot resolve the dispute between themselves within a reasonable period of time having regard to the nature of the dispute, the matter will be transferred to the Leaders of the Parties for resolution.
- 22.3. In the event that the dispute cannot be resolved in accordance with [clause 22.2](#) within a reasonable period of time (having regard to the nature of the dispute) the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Parties (“Mediation”).
- 22.4. To initiate the Mediation, a Council may give notice in writing (a “Mediation Notice”) to the other Council requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent

mediation organisation as agreed by the Council asking them to nominate a mediator. The Mediation shall commence within twenty (20) Working Days of the Mediation Notice being served.

- 22.5. The Parties will cooperate with any person appointed as mediator, providing him or her with such information and other assistance as he or she shall require and will pay his or her costs as he or she shall determine or in the absence of such documentation such costs will be shared equally between the participating Parties.
- 22.6. No Council may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by the delay.

23. TERMINATION

- 23.1. This Agreement may be terminated (in whole or in part) at any time by written agreement between the Parties.
- 23.2. Either Council shall have the right to terminate this Agreement at any time by service of 12 months written notice to the other Council.
- 23.3. This Agreement in respect of any individual Post Holder will terminate forthwith in respect of that particular Post Holder upon the dismissal or resignation of the Post Holder from their Employing Council or upon the Post Holder withdrawing their consent to being made available pursuant to these Arrangements where applicable.
- 23.4. This Agreement will terminate in respect of any individual Post Holder upon any reorganisation or reconstruction affecting any Party whereby the Post Holder no longer holds office with their Employing Parties.
- 23.5. A Council may at any time by notice in writing to the other Council terminate this Agreement upon service of 3 months written notice if:
 - 23.5.1. The other Council commits a material breach of any of its obligations hereunder which is not capable of remedy; or
 - 23.5.2. The other Council commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied in accordance with [clause 22](#).
- 23.6. A Council may by written notice to the other Council in accordance with [clause 23.7](#) terminate this Agreement if:

- 23.6.1. As a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement;
 - 23.6.2. The fulfilment of its obligation hereunder would be in contravention of any guidance from any Secretary of State issued after the Commencement Date;
 - 23.6.3. Its fulfilment of its obligations would be ultra vires or otherwise unlawful and the Parties shall be unable to agree a modification or variation to this Agreement (which may include termination in part only) so as to enable the Parties to fulfil their obligations in accordance with law and guidance;
 - 23.6.4. The fulfilment of its obligations are no longer financially viable pursuant [to schedule 5](#)
- 23.7. In the case of notice pursuant to [clause 23.6.1](#) or [23.6.2](#) the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change as the case may be. In the case of notice pursuant to [clause 23.6.3](#) the Agreement shall terminate with immediate effect.
- 23.8. Notices served pursuant to [clause 23.5](#) or [23.6](#) will result in termination of the whole of the Agreement unless the Parties agree otherwise in writing.
- 23.9. Termination of this Agreement in whole or in part (whether by effluxion of time or otherwise) shall be without prejudice to the Parties' rights in respect of any antecedent breach and the provisions of this clause shall continue in full force and effect.
- 23.10. In the event of termination of this Agreement, the Parties will use all reasonable endeavours to agree arrangements which will minimise disruption to:
- 23.10.1. The continued delivery of the Service to service users;
 - 23.10.2. Staff working within the Arrangements.
- 23.11. In the event that this Agreement is terminated in part only, the Parties will agree appropriate variations to the Agreement. Such variations will be documented in writing and signed by both Parties.
- 23.12. Where the Agreement is terminated in part, then except for that part of the Agreement that has been terminated, the Agreement shall continue in full force and effect.

24. VARIATIONS

- 24.1. The Parties may agree to vary the Agreement including for the avoidance of doubt the Protocols from time to time in accordance with this clause.
- 24.2. Any Council may propose a variation to the Agreement and the Parties shall use reasonable endeavours to agree the variation. In the event of any disagreement in relation to the variation any Council may refer the matter to the Programme Board for resolution.
- 24.3. Any variation of the Agreement and/or the Protocols must be in writing and signed by or on behalf of each of the Parties.

25. NOTICES

- 25.1. Any notice or communication shall be in writing.
- 25.2. Any notice or communication to the relevant Council shall be deemed effectively served if sent by registered post or delivered by hand at an address set out in [clause 25.4](#) and marked for the Leader or to such other addressee notified from time to time to the other Council.
- 25.3. Any notice serviced by hand delivery shall be deemed to have been served on the date it is delivered to the addressee if delivered before 15:00 hrs on a Working Day. Hand delivery after 15:00 hrs and or on a weekend or English public holiday shall be deemed served on the next Working Day. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.
- 25.4. For the purposes of this clause, the addresses at which notice must be served are, unless either Council is notified otherwise in writing as follows:
 - 25.4.1. PCC - Peterborough City Council, Town Hall, Bridge Street, Peterborough, PE1 1HG.
 - 25.4.2. CCC - Cambridgeshire County Council, Shire Hall, Castle Hill, Cambridge, CB3 0AP.

26. WAIVERS

- 26.1. The failure of any Council to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a

waiver of any such provision and shall not in any way affect the right of that Council thereafter to enforce such provision.

- 26.2. No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

27. SEVERANCE

- 27.1. If any provisions of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision of this Agreement all of which will remain in full force and effect.

28. TRANSFERS

- 28.1. A Council may not assign, mortgage, transfer, sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other Council except to any statutory successor in title to the appropriate statutory functions.

29. NO PARTNERSHIP

- 29.1. Nothing in this Agreement shall create or be deemed to create a legal Partnership or the relationship of employer and employee between the Parties or render any Council directly liable to any third party for the debts, liabilities or obligations of another Council.

30. ENTIRE AGREEMENT

- 30.1. The terms contained in this Agreement together with the contents of the Schedules and Appendices constitute the complete agreement between the Parties with respect to the Arrangements and supersede all previous communications, representations, understandings and agreement and any representation, promise or condition not incorporated herein shall not be binding on any Council which is party to this Agreement.
- 30.2. No agreement or understanding varying or extending any of the terms or provisions hereof shall be binding upon a Party unless in writing and signed by a duly authorised officer or representative of each Council.

31. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

32. GOVERNING LAW

- 32.1. This Agreement shall be governed by and construed in accordance with English law and without prejudice to [clause 22](#) shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Agreement has been executed by the Parties on the date of this Agreement:

Signed on behalf of Peterborough
City Council by the Director of

Signed on behalf of Cambridgeshire
County Council by the Director of

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

1 Definitions

1.1 In this Agreement the following expressions shall have the following meanings:

“Agreement”	This agreement and the Schedules annexed as may be varied from time to time.
“Arrangements”	The arrangements made by the Parties for the combination and integration pursuant to this Agreement, as summarised at clause 3 .
“Audit Committees”	The Audit Committees of PCC and CCC.
“Cabinet Member”	A member appointed by the Leader of a Party to its executive pursuant to Part II of the Local Government Act 2000.
“CEDR”	Centre for Effective Dispute Resolution.
“Combined Working Conflict”	Has the meaning given to it in clause 13
“Combined Team”	A team created by the Parties in accordance with Section 113 of the Local Government Act 1972 Act and established pursuant to clause 5.
“Commencement Date”	Means the date of this Agreement.
“Confidential Information”	Means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives in connection with this Agreement, including but not limited to: <ul style="list-style-type: none"> ● any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; ● any information developed by the Parties in the course of carrying out this agreement; ● Personal Data;
“Parties”	Means Cambridgeshire County Council and Peterborough City Council being the Parties to this Agreement.
“ Controller”	Shall have the same meaning as set out in the Data Protection Legislation.

“ Processor”	Shall have the same meaning as set out in the Data Protection Legislation.
“Data Protection Legislation”	Shall mean all applicable data protection and privacy Law (including the GDPR, the LED and the Data Protection Act 2018 and all applicable Laws about the processing of personal data and privacy) and any relevant national implementing Laws and regulatory requirements, as amended from time to time, to which the Parties are subject, and any related guidance or codes of practice issued by the relevant supervisory authorities.
“Data Subject”	Shall have the same meaning as set out in the Data Protection Legislation.
“EIRs”	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
“Employee Duties”	The duties which a Post Holder performs on behalf of the Employing Party as determined in accordance with their Employment Contract.
“Employee Liabilities”	All damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute or at common law.
“Employing Council”	In respect of each Post Holder, the Party that employs that Post Holder. Subject to the subsequent operation of TUPE, the Parties shall agree which Party shall be the Employing Party.
“Employment Contract”	The contract of employment between the Post Holder and the Employing Party.
“Financial Protocol”	As set out in schedule 5 .
“Financial Year”	Means 1 April to 31 March.
“FOIA”	The Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
“GDPR”	The General Data Protection Regulation ((EU) 2016/679).
“HR”	Human Resources.

“HR Policies and Procedures”	Means the HR policies of CCC and PCC.
“HR Protocol”	The document entitled ‘HR and Management Protocol for Establishing and Working in Combined Teams’ included at Schedule 4 as amended or replaced by the Parties from time to time.
“Indirect Loss”	Loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or any other basis.
“Information”	Has the meaning given under section 84 of FOIA.
“Information Sharing Protocol”	As set out in schedule 6 .
“Intellectual Property Rights” or “IPR”	All patents, rights, inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral 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 for and renewals and extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.
“Internal Governance Document”	Each Party’s internal governance documents which includes its constitution, maintained pursuant to s.37 of the Local Government Act 2000, standing orders and procedure rules.
“Law”	Means 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.
“Loss”	All damage, loss, liabilities, claims, actions, costs, expenses (including cost of legal or professional services), proceedings, demands, and charges whether arising under statute, contract or at common law.
“Non-Employing Council”	In respect of each individual Post Holder the Party that is not the Employing Party.

“Objectives”	The desired aims, benefits, principles and intended outcomes of the joint working arrangements as set out in Schedule 2 .
“Ombudsman”	The Local Government Commissioner for England (or any successor to their functions).
“Party”	Each of the parties to this Agreement (referred to as Council or Parties)
“Personal Data”	Shall have the same meaning as set out in the Data Protection Legislation.
“Policies and Procedures”	means the policies of CCC and PCC
“Personnel”	means the employed staff of CCC and PCC
“Post Holders”	Individuals made available by the Parties for a Combined Team in accordance with the HR Protocol.
“Regulated Activity”	In relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 as amended.
“Regulated Activity Provider”	Shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006 as amended.
“Relevant Transfer”	A relevant transfer for the purposes of TUPE.
“Representatives”	Means, in relation to a party, its employees, officers, representatives and advisors.
“Request for Information”	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.
“Services”	Means the services identified as being suitable for or having entered into joint working arrangements in accordance with this Agreement and the Protocols.
“Service Director”	Means the CCC and/or PCC Director with responsibility for the service concerned.

“S.113 Duties”	Those duties which a Post Holder will perform for and on behalf of the Non-Employing Council being the duties identified in the s.113 Agreement (subject to such variations as may be agreed between the Parties and where appropriate the Post Holder from time to time).
“s.113 Agreement”	As set out in Schedule 3
“Shared Posts”	Means the posts comprising the Combined Team in accordance with the arrangements comprised in clause 5 .
“Sovereignty Guarantee”	The principles agreed by the Parties confirming their independence as set out in Schedule 9 .
“SRO”	Senior Responsible Owner whose role and responsibilities are further defined in Schedule 6 .
“Shared Services Programme Team”	As set out in Schedule 6 .
“Term”	The duration of the Agreement in accordance with clause 2 .
“Transferee Party”	The Party to whom, subject to Regulations 4(7) and 4(9) of TUPE, a Post Holder’s employment contract transfers, or a Post Holder contends that his or her employment contract transfers, due to a Relevant Transfer.
“Transferor Party”	The Party who immediately before the Relevant Transfer was the employer of a Post Holder whose contract of employment subject to Regulations 4(7) and 4(9) of TUPE, is subject to a Relevant Transfer or a of a Post Holder who contends that, subject to Regulations 4(7) and 4(9) of TUPE, his or her contract of employment is subject to a Relevant Transfer.
“Technology Sharing Protocol”	As set out in schedule 7 .
“TUPE”	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No 246) as amended.
“Working Days”	08:00 to 18:00 on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking and Financial Dealings Act 1971.

2 Interpretation

- 2.1 Reference to any statute or statutory provision (including any EU instrument) shall, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any such statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 2.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 2.4 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph or Schedule to this Agreement.
- 2.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant Parties.

SCHEDULE 2: AIMS, INTENDED OUTCOMES AND PRINCIPLES

OBJECTIVE

Lead Members and officers in Peterborough City Council and Cambridgeshire County Council have committed to exploring the merits of shared and integrated services. Opportunities could take a number of forms but principally the aim is to **save money, increase resilience and manage the increasing demand on Council services.**

The current proposed scope of the programme is to identify and maximise opportunities in the following areas:

- sharing corporate and transactional functions
- reducing leadership costs through further opportunities for shared roles
- combining the expertise of both councils and other partners to bring wider solutions to the same demand and resource challenges
- maximising purchasing power – joint commissioning of services to increase purchasing leverage and achieve best value
- maximising return from assets and commercial activity; and
- building resilience, increasing efficiency and reducing duplication through shared teams, shared systems and processes

KEY ELEMENTS

Context

Over the last 2 years, Peterborough and Cambridgeshire Councils have been working closely and already have several shared senior roles – including the Chief Executive – and an increasing number of shared or fully integrated functions and services. The relationship has been fruitful and positive, delivering savings for both councils and improving outcomes for citizens in both places.

Each council has been successful to date in meeting budget challenges without significant service reductions however, the predicted increase in complexity and demand over the next three years means that the situation is becoming financially unsustainable for both councils. We have already achieved savings through joining senior roles across PCC and CCC and believe there are further prospects for savings across both Councils.

Design principles

As part of the scoping and feasibility work, a cross council workshop of Directors and key officers agreed the design principles for the initial stages of the programme. The group agreed that all areas of both Councils should be considered in scope and that the following principles should be applied when considering all options:

- be outcomes focused – not organisation focused;
- put people at the heart of a system that makes sense to them;
- maximise opportunities for generating income and reducing cost to serve;
- be ambitious, bold and innovative;
- manage demand to meet future needs;
- preserve and maintain local representation, championing equality and diversity in our communities;
- use evidence and best practice to inform our decisions; and
- do what has the best chance of success.

Seeking out best practice, external perspectives and cross sector learning will be essential to developing new service models. A number of public, private and voluntary sector organisations are joining roles, sharing services and maximising the financial benefits of joint commissioning; providing an increasing knowledge base on the advantages and opportunities from shared and integrated services which the programme will draw on to inform options appraisal.

Business Model

Both councils are committed to a business model which is focused on the best outcomes for citizens across Cambridgeshire and Peterborough, securing investment where it is needed and exploring a wide range of options.

Business cases for any proposed change will be developed, taking into consideration:

- strategic fit
- impact on outcomes
- financial and non-financial benefits
- operational and financial baseline and efficiency
- needs and demand
- local identity, diversity and demography
- economies of scale
- potential for quality improvement
- workforce requirements
- deliverability and transition plans including governance and cost

Benefits

Through transforming the way the Councils works in partnership and by making improvements to how we manage our business, our people and our money we can release benefits which reduce the need to make savings which negatively impact against outcomes:

- financial efficiencies, freeing up resource and increasing productivity to reinvest in delivery of services;

- commercial returns on our assets and investment to fund our core services and support for communities;
- career development and learning experiences for our officers, supporting talent management, recruitment and retention
- better use of existing expertise, providing access to a wider resource and increased resilience.
- reduction in cost to serve across multiple functions and services;
- increased partnership work, making it easier, faster and more cost effective to work with us leading to better outcomes for our residents;
- reduced hand offs between teams and across geographical areas, increasing efficiency and productivity and ; and
- getting more from our systems leadership role by aligning our footprint with other governance structures in the public sector system (i.e. CCG, Combined Authority)

Delivery of these strategic benefits will be reliant on political leadership, good governance and effective management arrangements as well as the compatibility of Peterborough and Cambridgeshire Councils in relation to their scope of services and strategic direction.

The financial benefits from the Shared and Integrated Programme will be detailed and monitored through the business plans of both Councils. Non-financial benefits will be reported on twice a year through the appropriate member governance in both Councils.

Workforce

In order to achieve these benefits, the following workforce characteristics will be needed:

- strong systems leadership skills and behaviours;
- a multi-skilled, flexible and motivated workforce;
- collaboration in everything we do;
- positive political influence;
- strong technical knowledge and expertise in corporate and service functions;
- in-depth understanding of working in partnership with the community;
- personal empowerment and accountability coupled with strong leadership and governance.

A significant benefit of the Shared and Integrated Services Programme is the opportunity to enhance strategic capacity, which includes:

Benefit	Benefit Description
Scope to undertake new functions and major projects to enhance collaboration across public services in Cambridgeshire and Peterborough	The two councils have already taken steps to enhance regional collaboration, through the Combined Authority, the NHS Sustainability and Transformation Partnership and community led projects.

	Further integration of the two councils will have the ability to directly increase this regional collaboration.
Amore robust revenue base for both Councils	Savings for both councils would mean an increased revenue base across the region – to support growth, employment and living standards – and by having a more sustainable revenue base, the impact of any adverse growth effects is minimised.
Ability to employ and retain a wider range of skilled staff	As the two Councils join services, there will be increased opportunity for development and progression for the workforce in both PCC and CCC. This will lead to better recruitment and retention and encourages a diverse range of professional skills and qualities.
Fostering learning, creativity and innovation	Research shows that ‘cross pollination’ of staff between organisations and sharing of skills, knowledge and behaviours fosters a culture of creativity and increased innovation. In the current technology-led era, contemporary service delivery models and innovative practice can radically improve services to communities, especially in remote rural areas.
Advancing skills in strategic planning and policy development	These higher conceptual skills increasingly demand well developed research, analysis and community engagement. With centralised services and targeted resource, both Councils will have more scope to invest in staff and external specialists and to build the engagement of Councillors and communities in these processes.
Enhancing credibility for more effective advocacy	Closer working between the two authorities will give both Councils a louder voice when it comes to working with local and national government, public and third sector partners and business leaders. This can help influence outcomes and bring about change that may otherwise be lost against competing demands from other regions.
Stronger partners for other public sector organisations	As we align Council services across the Peterborough and Cambridgeshire footprint, it will be easier for partner organisations – Health, Police, Fire, and District authorities = to engage with us to meet common goals for communities.

Better equipped to cope with complex and unexpected changes	Sharing or fully integrating services will give both Councils greater resilience against challenging circumstances, allowing us to deploy resource effectively to cope with sudden or complex change
Potential for higher quality political and managerial leadership	Larger, stronger councils have a greater ability to attract, remunerate and retain more highly skilled and experienced leaders, both at the political and executive management levels.

Governance

Programme governance structure has been established to provide transparency about accountability, roles and responsibilities and decision making. There are controls in place to effectively monitor the delivery of the programme and its intended financial and non-financial benefits and to identify and mitigate against significant risk. This governance will assess effectiveness of strategies and actions and will modify and respond as needed.

SCHEDULE 3: s. 113 Agreement

This Agreement is made the _____ day of _____

BETWEEN

- (1) The *[insert detail]* Service by and on behalf of Peterborough City Council of Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY (“**PCC**”); and
- (2) The *[insert detail]* Service by and on behalf of Cambridgeshire County Council of Shire Hall, Castle Street, Cambridge, CB3 0AP (“**CCC**”).

BACKGROUND

- (A) On *[date]* CCC and PCC entered into a Joint Working Agreement (“JWA”) through which they made a commitment to identifying ways of working together through the combination, sharing and closer integration of services in order to develop and enhance service delivery, build resilience and achieve future efficiencies.
- (B) This Agreement is made in pursuance of those Objectives and Arrangements set out in the JWA and so as to enable the Parties to share defined posts in accordance with s.113 of the Local Government Act 1972.

1. DEFINITION AND INTERPRETATION

- 1.1. This Agreement should be interpreted in accordance with and have the same meanings as set out in [schedule 2](#) of the JWA.

2. TERM

- 2.1. This Agreement shall commence on **[date]** and shall continue in force until such time as it is terminated in accordance with [clause 11](#).

3. TERMS OF AVAILABILITY

- 3.1. At the commencement of this Agreement the employees to be placed at the disposal of each Council by the other Council are set out in [Appendix 1 of this Agreement \(“the Shared Posts”\)](#).
- 3.2. Each Post Holder employed in or assigned to one of the Shared Posts will sign an individual agreement with the Parties acknowledging their duties and obligations and agreeing to be bound by the terms of this Agreement, the JWA (including the Protocols comprised within the

Schedules to that Agreement) and any relevant Codes, Policies and Procedures of the particular Services concerned.

- 3.3. Each Council may by agreement in writing place additional employees at the disposal of the other or vary the original Post Holders pursuant to this Agreement. Where any additional or new Post Holders join the joint working arrangements provided for in this Agreement, they must also sign an individual agreement with the Parties in the form set out in [appendix 2](#).
- 3.4. Each Council agrees to ensure that each Post Holder has been consulted and has agreed to being made available in accordance with s.113 of the 1972 Act and the terms of this Agreement and the JWA.
- 3.5. Each Council shall maintain an up-to-date list of all posts subject to the Arrangements.

4. GOVERNANCE

- 4.1. CCC and PCC shall draw up the necessary schemes of delegation to enable compliance with this Agreement and any associated Constitutional amendments covering decision making and financial authority will be submitted for approved via the appropriate governance arrangements for each Council.
- 4.2. Nothing in this Agreement has (or is intended to have) the effect of transferring statutory functions from CCC to PCC or vice versa. This means that the performance by Post Holders of their s.113 Duties is done in their capacity as an officer of the Non-Employing Party. The Post Holder is not exercising functions delegated by the Non-Employing Party to the Employing Party.
- 4.3. Parties may only delegate their statutory functions to each other in exercise of the powers contained in s.101 of the Local Government Act and The Local Authority (Arrangement for the Discharge of Functions) (England) Regulations 2012 made under s.9EA of the Local Government Act 2000 as amended. In the event that any of the Parties agree to enter into such an arrangement it will be recorded in a separate agreement that has been signed by participating Parties.

5. THE COMBINED TEAM

- 5.1. During the term of this Agreement the recruitment, assignment to and management of the Shared Posts will be in accordance with the JWA.

6. FINANCIAL

6.1. During the term of this Agreement the financial arrangements will be in accordance with the JWA.

7. SHARING INFORMATION AND TECHNOLOGY

7.1. During the term of this Agreement the arrangements for sharing information and technology will be in accordance with the JWA.

8. INDEMNITY AND LIABILITY

8.1. The provisions set out in [clause 9](#) of the JWA shall also apply to this Agreement.

9. CONFLICTS OF INTEREST

9.1. The provisions set out in [clause 12](#) of the JWA shall also apply to this Agreement.

10. DISPUTE RESOLUTION

10.1. The provisions set out in [clause 21](#) of the JWA shall also apply to this Agreement.

11. TERMINATION

11.1. This Agreement will continue to remain in force until termination in accordance with clauses 11.2 to 11.8 below.

11.2. This Agreement may be terminated at any time by written agreement between CCC and PCC. Where there is more than one post, termination by agreement may also be in respect of individual posts.

11.3. This Agreement will automatically terminate on the termination of the JWA.

11.4. This Agreement may be terminated by CCC or PCC on 6 months' notice in writing

11.5. This Agreement in respect of any individual Post Holder will terminate immediately in respect of that particular Post Holder upon the termination of their employment/assignment (for whatever reason).

- 11.6. This Agreement will terminate in respect of any individual Post Holder upon any reorganisation or reconstruction affecting either PCC or CCC whereby the Post Holder no longer holds office with the Employing Council.
- 11.7. This Agreement will terminate in respect of any individual Post Holder in the event that TUPE operates so as to transfer the employment of that Post Holder from the Council originally employing them to the other Council or a third party.
- 11.8. Termination of this Agreement is without prejudice to the liabilities of the Parties under [clauses 6](#) and [8](#).

12. REVIEW

- 12.1. To ensure that it is operating effectively, the relevant service manager or Director will review this Agreement annually or at any time upon the reasonable request of either Council.
- 12.2. Following the review the service manager/director will prepare a briefing note for the SRO ahead of his/her obligation to provide an annual update to the Parties on the overall progress of the joint working arrangements.
- 12.3. The Agreement may be varied at any time by agreement in writing between the Parties.

13. RIGHTS OF THIRD PARTIES

- 13.1. The Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement. No person who is not a party to this Agreement shall have the right to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express or prior agreement in writing of the Parties which agreement must refer to this clause.

14. NOTICES

- 14.1. Any notice required by this Agreement to be served in writing shall be sent by first class post, to the principal place of business of the Council on whom it is served.

15. GOVERNING LAW

- 15.1. This Agreement shall be governed and constructed in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

APPENDIX 1 - THE SHARED POSTS

1. The shared posts subject to the Arrangements are as follows:

Post	Original Post Holder	Employer	CCC%	PCC%	Pay Scale/Rate

2. Revisions to the Original Post Holder as follows:

Post	New Post Holder	Date of Change

APPENDIX 2 - INDIVIDUAL AGREEMENTS

Agreement for (insert post tile)

I (insert name of employee) shall for the duration of my employment as a(insert post title) hereby agree to fully comply and undertake my duties and responsibilities in accordance with;

1. The job description for(insert post title) as attached to this Agreement;
2. The JWA including the schedules set out therein;
3. The s. 113 Agreement relating to the(insert title of post)

Signed:

Name:

Date:

SCHEDULE 4 - HR PROTOCOL

- 1. Introduction**
- 2. Purpose**
- 3. Guiding Principles**
- 4. Clarity in the contractual relationship**
- 5. Definition of Combined Teams**
- 6. Benefits of Combined Teams**
- 7. Financial Arrangements**
- 8. Recruitment to an combined team**
- 9. Line Management arrangements**
- 10. Learning & Development**
- 11. Induction training**
- 12. Performance Appraisal Process**
- 13. Capability issues**
- 14. Grievance**
- 15. Disciplinary**
- 16. Job Evaluation**
- 17. Sickness absence management**
- 18. Smoking, and the use of Alcohol or Drugs**
- 19. Leave**
- 20. Shared policies and procedures**
- 21. Whistleblowing**
- 22. Code of Conduct**
- 23. Equality & Diversity**
- 24. Staff Consultation**
- 25. DBS processes**
- 26. Practical assistance**
- 27. Sharing of Information/Confidentiality**
- 28. Other considerations**
- 29. Compliance**

HR Protocol for establishing and working in combined teams

1. Introduction

1.1 Opportunities for joint working arrangements are being identified and developed to give

Peterborough City Council and Cambridgeshire County Council respectively the flexibility to be able to respond effectively to our aim of improving outcomes for residents. By working together we intend to improve the quality, value, access and effectiveness of services both organisations are accountable for. In many instances this may also involve working with other organisations, in wider partnership arrangements to fulfil these aims. Employee wellbeing is a critical factor and all joint working opportunities will take into consideration the impact that the change will have on employee's health and wellbeing.

2. Purpose

2.1 The driver for the establishment of combined team arrangements must be improved provision of services to the customer, so changes will be only undertaken where they can be proven to be of benefit and result in better value for money. The design of combined teams must reflect the shape and structure of the service to be delivered and, where it is the best option operationally, the arrangements may include developing 'virtual' teams.

2.2 This protocol is designed to provide clarity about what working in a combined team means, and how a combined team will be created from a human resources perspective. The existence of such a protocol does not imply that any decisions have been taken on what, if any, teams would be combined. Decisions will be taken on a service by service basis having regard to the business plan that is submitted once the process is developed.

2.3 Each council will make the necessary arrangements with their own staff to facilitate the development of combined teams. Such arrangements will be made by way of an amended job description where necessary and/or management instruction/guidance to affected staff.

2.4 The purpose of the protocol is to set out how employment issues will be dealt with in services where staff from each of the two councils are working together in combined teams and in particular, where the staff are managed by an employee of one of the two councils or other partners.

2.5 This protocol:

- will complement, but not replace, the HR Policies and Procedures of the partner organisations. However, where any conflict or disagreement occurs

- between the protocol and any HR Policies/Procedures, then the HR Policy/Procedure will take precedence;
- In no way affects the statutory obligations of the organisations involved which remain separate;
 - In no way affects the contracts of employment or terms and conditions of the staff of the organisations involved; and
 - Is designed to support those working in combined teams.

3. Guiding Principles

The following important statements will apply:-

- No services will be shared unless the approved joint Change Process has been followed.
- Employee's terms and conditions will be protected under their contract of employment insofar as changes will only be made in line with the formal agreed processes in place.
- Each organisation will endeavour to ensure that staff within combined teams are treated fairly and equitably.
- Where applicable:
 - a shared set of working standards will be developed.
 - Managers will receive clear guidance and advice from the respective Human Resource Departments on how to apply HR policies and procedures appropriately.

The key elements of the change process are detailed at Appendix A.

4. Clarity in the contractual relationship

4.1 The HR policies, procedures and terms and conditions of staff and the statutory obligations of the partner organisations are unchanged by this protocol. Staff employed in Combined Teams will continue to be contracted to their current employer on the same terms and conditions provided under the respective individual contract of employment. Plus:

- The employing organisation remains responsible for exercising the rights and duties of the employer.
- The HR Protocol requires parties to liaise with each other regarding the contracts of employment of those they manage. Line managers will need to take advice from the HR service of the employing organisation where interpretation or formal action under the contract of employment is required.
- Existing and established posts that have become part of a combined team arrangement should normally be filled on the same and continuing basis unless otherwise agreed between the partners.

- Employees will not have a choice regarding which organisation employs them. It must be clear from the outset which employer the vacancy falls under.

5. Definition of Combined Teams

5.1 A Combined Team will usually be based on staff from both councils who:

- Will retain their employment role and status with no material changes to their terms and conditions. This means that employees (and other workers where applicable) of both councils will work alongside each other on different terms and conditions of employment;
- Will be managed by an employee or employees of either of the councils;
- May or may not be co-located with the rest of the team;
- May include colleagues from other partner or external organisations;
- Will be part of an identified Team who report through to a designated Director, Executive Director or Chief Executive;
- Will share team goals and objectives but will continue to be subject to the performance review process relating to the organisation that employs them;
- Work within a team that has been formally combined usually as part of a change exercise using the standard change process
- Can be part of organisation under a joint budgeting agreement.
- Will work under a S113 arrangement agreed between both councils.

5.2 A combined team at this point in time will not usually be:

- A team where all members are employed by the same organisation;
- A team that has been transferred as the sole result of TUPE processes
- A team made up solely of secondees.
- A team made up of employees from external partner organisations.

6. Benefits of Combined Teams

6.1 The benefits of creating a combined team must be measured in terms of service quality and improvements (as experienced by the customer), **and** improved value for money. This may be in relation to:

- front line services provided by either of the two organisations
- Services commissioned by either of the two organisations
- Services which are provided to colleagues within the two organisations.

6.2 A combined team should improve quality, effectiveness and access to public services.

There must be increased efficiency, which along with improvements for the customer will be the primary point of focus.

6.3 There are a range of additional benefits, these include:

- Supporting both the councils' progress and development as commissioning organisations;
- Extending the range of capability, skills and opportunity within the team;
- Improved recruitment and retention for key workers in both organisations through enhanced career development opportunities, including learning and development, and secondments;
- Significant multi-organisational learning, development and performance improvement;
- Closer inter-professional awareness and trust, developed through a clearer understanding of the roles and perspectives of others in multi professional teams;
- The potential for the development of flexible role boundaries when combined with agile working, and
- Achieving more economic and efficient delivery of service, through the joint management of resources and workload.

7. Financial Arrangements

7.1. Lead Managers will need to discuss and agree the financial arrangements underpinning the

Combined team arrangement. In all cases, salaries will continue to be paid from the employer's payroll, and no employee will be paid from more than one payroll (unless they hold two separate contracts).

7.2. There may be cases where a financial contribution from the non-employing council is

Agreed as being appropriate. There are a variety of models which may be suitable depending on the circumstances of the specific team in question. Options include but are not limited to:-

- An appropriate charging split agreed between the council's annually for the cost of the full team;
- The combined team that works across boundaries ensures that each employee works a specific number of hours for its employer and any excess is charged to the other council;
- Individual members of staff, within a combined team, only do work for the organisation employing them, which in turn pays their salary, national insurance and pension contributions from the appropriate budget and
- Where an employee works in both councils their salary will be paid by their employer and an invoice raised to cover the hours worked for the other council.

7.3. Depending on the make-up and working practices of the combined team, it may be

Appropriate to use a number of these options at the same time, or to pursue a different financial model. Managers of combined teams should discuss and agree with the lead Directors or other appropriate officers the most appropriate financial arrangement with the Finance teams from both organisations.

8. Recruitment to an combined team

8.1 In all cases, whether for new posts, reorganisations or appointments to vacancies, both councils agree that the terms of the employing organisation will prevail and the integrity of the terms and conditions and job evaluation processes to determine those terms will be upheld. No individual shall be subject to a hybrid set of terms and conditions. No individual must ever be given the opportunity to 'choose' which set of terms and conditions should apply.

8.2 Regardless of the sources of funding for posts within the team, all staff will be treated fairly and equitably and in accordance with the policies of the employing council.

8.3 In relation to the appointment of a new member of staff, managers should refer to local policies on recruitment and should work with the appropriate HR team who will advise on how the vacancy is to be managed, the sign off process required, and the advertising process. The evaluated salary range, and the employer should be clear in the advertisement.

8.4 Job descriptions for vacant posts should reflect that the post will be part of a combined team, and will detail the role and responsibilities expected of the post-holder.

8.5 Where the post is a joint appointment, the contract of employment will be clear that the employment relationship is with one council only and should detail the employer, and the role and accountabilities reflecting the combined nature of the joint appointment.

8.6 The recruitment process will be in accordance with the employing council's policies and procedures and will conform to the principles of safer recruitment.

9. Line Management arrangements

9.1 The manager of a combined team:

- Shall have the right to give any reasonable instructions to staff of both councils, who are members of the team.
- Will manage staff in accordance with the policies and procedures of the two councils including but not exclusively relating to :
 - Agile Working
 - Health and safety;
 - Training and Development;
 - Code(s) of Conduct;
 - Conflict of Interests/Confidentiality;
 - Communications;
 - Performance Management & Appraisal;
 - Recruitment and selection;
 - Sickness Management;

- Time Off
- Annual & Bank holiday leave;
- Grievance and discipline;
- Whistle-blowing;
- Bullying and harassment;
- Working Hours and arrangements (Ways of Working)
- Safeguarding including Self Disclosure
- Equality issues including Respect at Work, Bullying & Harassment and
- Staff and Trade Union Consultation.

9.2 It is acknowledged that the management of combined teams, places additional demands on the team manager. Knowledge of HR policies and procedures of both councils will be necessary to effectively manage HR processes across the team. This will require training and support, with guidance from HR and line management, to encourage the development of managerial confidence and skill.

9.3 The HR teams are working to develop a Change Management Policy and Process that will apply to all change exercises across the shared teams. The same policy will apply to change exercises that do not result in a shared service arrangement.

9.4 The team manager must clarify roles and set clear outcomes for the team as a whole and ensure that there are regular team meetings balanced with one to ones in order to develop team skills and coherence.

9.5 Managers must ensure that there are clear lines of accountability so that team members understand their responsibilities and reporting requirements.

10. Learning & Development

10.1 The manager of the combined team should be able to access development opportunities for staff they manage across the two councils. Funding will normally sit with the employing council unless exceptional circumstances prevail where funding is identified or ring fenced for specific service areas and/or staff groups.

10.2 The council's plan is to offer shared senior management training, and corporate training opportunities to all staff going forward from one shared Learning and Development platform. This will ensure consistency and quality of training across both organisations in the future and deliver best value for money.

11. Induction training

11.1 Fundamental to the success of combined teams is consistent and effective induction. Newly appointed team members should always participate in the normal induction arrangements of their employing organisation.

11.2 Managers of combined teams must then ensure that comprehensive departmental induction provides the relevant information and knowledge needed to function effectively in the combined team.

11.3 Managers will receive appropriate induction and management development in accordance with their individual need. All existing, as well as new managers, who are managers of staff from both councils should familiarise themselves with the key policies and procedures of both councils as part of their induction.

12. Performance Appraisal Process

12.1 All employees will have their performance managed under the Performance Appraisal Process in place in their employing council's contractual policies and procedures. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

12.2 Key objectives will be set which support the aims of the team, the service and the organisational priorities. Individual training and development needs will be identified through the process. The non-employing organisation may need to provide information as necessary to ensure that the combined objectives are set appropriately.

12.3 To ensure all staff are appraised according to their employing organisations' procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the appraisal procedures applicable for staff at all levels in both councils. Appropriate training will be available to those undertaking appraisals to enable them to effectively undertake the relevant appraisal processes for their team members.

12.4 Support should be accessed from the HR team in the organisation in which the individual is employed.

13. Capability issues

13.1 Any capability issues will be dealt with under the Capability Policy and Process in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

13.2 To ensure all staff are managed according to their employing organisations' capability policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the capability procedures applicable for staff at all levels in both councils. Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

13.3 Support should be accessed from the HR team in the organisation in which the individual is employed.

13.4 Any decision to dismiss can only be taken by a senior manager, as identified within the employing organisation's capability policy, based on the recommendation and case presented by the manager of the combined team. The employee must be allowed the opportunity for full representation as detailed in the policy.

14. Grievance

14.1 Any grievance issues will be dealt with under the Grievance Policy and Procedure in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

14.2 To ensure all grievances are managed according to the employing organisations' grievance policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the grievance procedures applicable for staff at all levels in both councils. Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

14.3 Support should be accessed from the HR team in the organisation in which the individual is employed.

14.4 Where an employee in a combined team submits a grievance about an employee in another council within the same team HR advice should be sought to determine how the investigation and resolution procedure should be managed practically within the relevant procedures.

14.5 Collective grievances or disputes can only be raised by trade unions or management and not individuals.

14.6 There will be no facility to raise collective disputes across both councils. Any collective grievance should be raised with the employing organisation.

15. Disciplinary

15.1 Any disciplinary issues will be dealt with under the Disciplinary Policy and Procedure in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales. Where these procedures state the immediate line manager, this will mean the employee's line manager, regardless of the line manager's employing organisation.

15.2 To ensure all conduct issues are managed according to the employing organisations' disciplinary policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the disciplinary procedures applicable for staff at all levels in both councils. Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

15.3 Support should be accessed from the HR team in the organisation in which the individual is employed.

16. Job Evaluation

16.1 There are separate job evaluation schemes in place in the two councils. The employing council will retain responsibility for the evaluation or re-evaluation of posts where appropriate.

16.2 The councils use the NJC and Hay job evaluation schemes at various levels in the separate organisations and this will continue.

16.3 Market supplements may be paid in line with the employing council's policy

16.4 These arrangements will continue, as at present, and will therefore apply to each team member of a combined team, as appropriate and in line with the policy of their employing organisation.

17. Sickness absence management

17.1 An employee's sickness absence will be dealt with under the Sickness Absence Policy and Procedure in place in the employing council. Managers must ensure that the process is followed in accordance with the relevant council's agreed process and timescales.

17.2 To ensure all sickness absences are managed according to the employing organisations' Sickness Absence policy and procedures, all managers of combined teams, regardless of their own employment status, must ensure that they have good working knowledge of the Sickness Absence procedures applicable for staff at all levels in both councils. This will particularly apply to 'trigger points', Occupational Health referral timings, absence reporting etc.

17.3 Appropriate training will be available to managers to enable them to effectively undertake the relevant processes for their team members.

17.4 Support should be accessed from the HR team in the organisation in which the individual is employed.

18. Smoking, and the use of Alcohol or Drugs

18.1 Smoking, alcohol and drug use will be dealt with under the relevant Policies and Procedures in place in the employing council. The rules of the employing organisation must be followed with regard to the consumption of alcohol during working hours.

18.2 Smoking whilst on duty is allowed only in accordance with the employing organisation's policies and procedures, and also in accordance with the policies and procedures of the organisation in whose premises staff are working. Breaks for smoking must be appropriately recorded and will be unpaid.

19. Leave

19.1 An employees' annual leave (and all other leave) will be dealt with under the relevant policies and procedures in place in the employing council. Managers must

ensure that the process is followed in accordance with the relevant council's agreed process.

19.2 The line manager, regardless of employing organisation, can authorise flexi/annual leave for all staff in their team. It is the line manager's responsibility to ensure that this is done in a planned manner according to the requirements of the service. The line manager must keep a record of staff leave according to the recording system of the employing council.

19.3 The line manager, regardless of employing organisation, should refer to the appropriate policy and ultimately seek guidance, from the HR team of the employing organisation, regarding all forms of statutory and contractual paid and unpaid leave if they are unsure of the process to follow.

19.4 Appropriate guidance will be provided for managers to enable them to effectively undertake the relevant processes for their team members. The employees' ordinary leave entitlements will continue but when booking leave the employing organisation will ensure that the leave is approved in consultation with relevant representatives of the non-employing organisation to ensure there is sufficient resilience to maintain service continuity as required.

19.5 Support should be accessed from the HR team in the organisation in which the individual is employed.

20. Shared policies and procedures

20.1 In adopting the principle of best practice in a combined service, it is determined that some policies, procedures and protocols may be adopted jointly, regardless of the employing organisation. Individual policies and procedures will make it clear if this applies. Where it is possible, opportunities to combine and harmonise policies and procedures will be maximised, as will partner organisations commitment to respond with a similar approach to new legislation and initiatives.

21. Whistleblowing

21.1 The policy of the employing organisation of the whistleblower will apply. However, if the employee reveals concerns that are related to one or both of the councils, these will be shared on a confidential 'need to know'/'need to act' basis and managed in accordance with best practice.

22. Code of Conduct

22.1 The Code of Conduct of the employing organisation will apply to the expected behaviours and practices of the employee regardless of the location in which they work. However, local protocols may be developed that will be incorporated into the Code of Conduct of each organisation as applicable.

23. Equality & Diversity

23.1 Employees will be expected to follow the equality policies of the employing organisation. Alongside contractual policies this will also include complying with organisational requirements regarding Equality Impact Assessments.

24. Staff Consultation

24.1 Staff consultation processes within each organisation will continue with local representatives. This includes informal and formal meetings. Joint meetings with representatives from both councils may also be arranged as necessary going forward in consultation with the trade unions.

25. DBS processes

25.1 DBS processes within each organisation will continue with each organisation determining which posts should be DBS checked and at what level and frequency. Ultimately we will aim to operate identical DBS checking processes.

26. Practical assistance

26.1 Where the employing organisation is required to take action under one of its HR Policies or Procedures, the non-employing organisation will provide such information and assistance as may be required. Requests for information should be complied with in a timely manner and the non-employing party will permit its employees to comply with any requests for information and/or attendance at any relevant meetings etc.

27. Sharing of Information/Confidentiality

27.1 Information will be shared across both councils, in accordance with the information sharing protocols in relation to the effective operation of the combined team. As part of the business case Heads of Service must identify any service specific requirements to ensure that the arrangements are compliant with the protocols. There must also be due adherence to any legal requirements including ensuring compliance with data protection legislation. The councils will work to reduce or remove any logistical, technological, or other restraints that may impact on the work of the team.

28. Other considerations

28.1 Action initiated under one procedure may be changed to an alternative procedure if investigation of the circumstances indicates this would be more appropriate.

28.2 Equality impact assessments will be carried out where appropriate.

28.3 The key elements to consider when compiling a business case are detailed at Appendix A.

29. Compliance

29.1 Failure to follow the details set out in this protocol may impact on good employee relations and the reputation of either/both council as a good employer. In addition, it may result in the council breaching employment legislation and incurring financial penalties.

29.2 HR will provide signposting and guidance to support managers in carrying out their employment responsibilities.

29.3 Senior managers should report to senior members of the HR teams any instances where this protocol has not been followed and whether there are any changes or improvements required to the policies, procedure, training, support or any other aspect of the council's approach to shared service working.

29.4 HR will monitor the effectiveness of the protocol through information received via feedback from managers and employees.

29.5 This protocol will be reviewed every twelve months.

Key elements to consider when compiling a business case

APPENDIX A

1. Rationale

Detail the rationale for the change proposals including what is currently being delivered and why it is no longer appropriate or fit for purpose, and why a combined arrangement is required.

2. Proposed changes

Detail what the actual proposals are.

Ensure the proposals have been appropriately costed and are within the resource envelope

3. Proposed Methods

Draft job descriptions.

Evaluate job descriptions.

Determine position on posts including which posts are 'at risk', where 'slotting' and 'ring fencing' may apply.

Determine how the change process will be managed and whether it will result in redundancies. Decide whether voluntary redundancy will be an option.

Undertake an Equality Impact Assessment on the proposals where applicable.

4. Consultation procedure

Draft consultation procedure.

Undertake appropriate consultation with trade unions, staff and any other stakeholders.

Prepare HR1 letter where appropriate.

Carry out stage one meetings with affected staff.

Carry our stage two meetings with affected staff.

Confirm final agreed structure at end of consultation.

Provide time for staff to apply.

Undertake interviews.

Carry out stage three meetings with affected staff.

Revised service can only commence when the full process has been undertaken.

This is likely to take at least three months.

(This list is not exhaustive).

SCHEDULE 5 - FINANCIAL PROTOCOL

As part of the Councils' wider commitment to combination, integration and joint working, there is the requirement for a Financial Protocol that establishes the principles of how the financial relationship between the Councils will work.

The Councils agree to be bound by the terms of the Financial Protocol and to fulfil their respective obligations there under.

The principles within the financial protocol will need to be included in the respective Target Operating Model and business case for each work package.

High Level Principles

- 1) Both Councils must benefit in each business case.
- 2) There must be a commencement (starting date) for each Service from which these principles will apply.
- 3) Savings and associated costs made by Councils prior to a commencement date of joint working arrangements shall remain with the respective Councils.
 - a. Must be a single version of the truth for pre-commencement work (i.e. appropriate baselining) for the existing services - however they are presently delivered.
 - b. This must be agreed as part of 18/19 base budget and documented as part of that process and relates to the ongoing revenue and capital costs of the service
- 4) Savings applied for each Council following the commencement date will comply with the following:
 - a. "Transactional savings" will be depend on the agreed detailed transactional profile for the relevant service area. Transactional measures could include proportions, gross or net budget allocations, service outputs, service inputs for a service area. Ongoing budgets need to map to the relative workload delivered for each partner.
 - b. "Managerial savings" will be dependent on the agreed detailed managerial profile for the relevant service area. In some service areas there might be strategic management that have accountabilities and responsibilities that do not correspond to Transactional allocations. In this case these posts will need to be allocated on a different allocation method. This will led by Director "Judgement" of Strategic input and design principles for the management posts and where they are being removed.
- 5) Costs applied to each Council following the commencement date will comply with the following:
 - a. Transitional costs will be shared depending on the agreed transactional profile for the relevant service area.

- a. Any sunk fixed costs for each service area requiring to be written off may be shared across both Councils as per the transactional profile. These are costs (capital generally in nature) that have been invested in the services prior to the commencement date that are now not required and need to be written off. An example here is the costs that the County Council Children's Services invested in Mosaic development that was stopped as the solution changed to Liquid Logic.
 - b. Staffing costs will be apportioned in the following ways – depending on where the staffing member is employed:
 - i. Managerial costs will be apportioned based on the agreed detailed managerial profile for the relevant service area
 - ii. Other Staffing costs will be based on the agreed detailed transactional profile for the relative service area
 - c. Fixed costs
 - i. For Joint services, fixed costs will be apportioned based on the agreed detailed transactional profile for the relative service area.
 - ii. In transition, until full integration, individual Council will be responsible for their own costs.
 - d. Property Costs
 - i. Property costs will be allocated based on building usage and recharged where there is cross occupation.
 - ii. If a Building is sold, the “owning council” will receive that benefit.
- 6) Other Financial Principles that need to be covered in the Finance Protocol
- a. Insurance
 - i. Insurance is Council specific. Each Council must as part of the process ensure their insurance cover is appropriate for the shared services being delivered.
 - ii. Any efficiencies from Joint Procurements will be based on tender documentation
 - b. Onboarding / Migration - the business case must include an appropriate Onboarding / Migration plan for the Service.
 - c. The Councils will ensure that the Information Sharing Protocol is referenced in the business case and is appropriate.
 - d. Severance (Redundancy Payments)
 - i. Will be Council specific – Employing Council is responsible for any redundancy but cost allocation will be part of the Business Case.
 - ii. Cost due to Shared service restructures are applied at the agreed Transactional/managerial model for that service.
 - iii. Pension Costs need to be regularised
 - e. Termination
 - i. Costs of termination would be Council specific dependent on the Council terminating the agreement
 - f. Annual Review/Variations
 - i. A full set of SLA's/KPI's will be set out
 - ii. These will be reviewed on an annual basis

- iii. Variations to Services will be delivered by agreed Change Request Mechanism with associated business case setting out additional/reduced costs/savings/liabilities
 - iv. Reporting will be on a quarterly basis for the overall Service (not day to day items)
 - v. Customer Satisfaction
 - 1. Strategic and Operational done on a yearly basis
- 7) Other Principles will form part of the overall Joint Working Agreements including S113 and Sharing Agreements

The above principles assume:

- 1) Full Business case for each service area based on detailed budget and inputs from both Councils (including any impacts on the LGSS Partnership and Delegation Agreement.
- 2) Approval will be
 - a. Shared Services Executive Steering Group
 - b. Programme Board (part of joint Strategic Management Team/Corporate Management Team
 - c. Appropriate Cabinet Member and Member Committee at each Council and LGSS
- 3) Approved Documents will be stored in a central repository with access from all parties.

SCHEDULE 6: INFORMATION SHARING PROTOCOL

Introduction

Aims and Objectives

Data Protection Impact Assessments

Types of sharing

Systematic Information Sharing

Minimised information sharing

Ad-hoc or one off Information Sharing

Other agreements

Data Sharing and The Law

Information Covered By This Framework

Special Category Personal Information

Official Sensitive Information

Anonymised Information

Pseudonymised Information

Restrictions on Use of Information Shared

What Are The Lawful Bases For Processing?

Indemnity

Security

Information Quality

Training

Review

Acceptance of terms

Information Sharing Checklist

APPENDIX 1 PCC-CCC DPIA SCREENING CHECKLIST

APPENDIX 2 PCC – CCC FULL DPIA

APPENDIX 3 DRAFT ISA TEMPLATE

Introduction

This Information Sharing Framework has been developed to ensure that information is being shared appropriately and lawfully between Peterborough City Council and Cambridgeshire County Council as well as any contracted parties.

The document establishes consistent principles and practices to govern any sharing of personal and non-personal information.. The ethos is for an approach which enables the sharing of information in all situations to plan joint service delivery as well as improve that service delivery and resident outcomes as well as to support tasks such as safeguarding in Cambridgeshire, except where it would be illegal to do so.

Remember, not sharing any data can be a risk just as much as the opposite action of sharing too much data.

This Information Sharing Framework is considered to be the overarching framework to provide the basis for partners to share information. Any existing data sharing agreements should ensure that they comply with these principles as and when they are reviewed

This Framework applies to information shared by partner organisations excluding any information which is already in the public domain. Sharing is not restricted solely to information classified as personal data by the Data Protection Legislation and will include business sensitive or financial information. .

It is worth bearing in mind that the legislation in place to protect data is **not** there to create a **barrier** to sharing information. It exists to provide a framework to ensure that any personal and/or sensitive information is shared appropriately.

Aims and Objectives

Partners and their officers need to feel confident and knowledgeable of their obligations when requested, or requesting, to share information. The Framework aims to ensure compliance and consistency across the county by achieving the following objectives:

- Creating a binding Framework to govern working practices and create greater transparency and data security allowing organisations to improve services in the delivery of care for those that need them.
- Offering guidance on how to share information lawfully
- Setting in place a process for the planning of joint service delivery
- Increasing understanding of data sharing principles and legislation

- Having a consistent template for Information Sharing Agreements (ISA) and Data Protection Impact Assessments (DPIA) to make it easier and quicker to formalise information sharing activities, ensuring risks are managed and providing assurance for staff and service users
- Establish an efficient and reliable process to share information quickly
- To protect partner organisations from allegations of wrongful use of data
- To monitor and review information flows
- Allow councils to improve services for users and cooperate so they can deliver the care and services that those people with complex needs rely on

Data Protection Impact Assessments

A DPIA is key part of ensuring that we have thought about the people whose data we are using and the impact on them. It is mandatory to undertake a DPIA in certain situations, but it is good practice to assess the risks of any data sharing to ensure you have thought about how you will mitigate those risks to all parties.

We have a set of forms which will help you; a screening checklist as it may be that you do not need to complete a DPIA and then a “lite” version for lower risks and a full version for higher risks.

Types of sharing

Systematic Information Sharing

Systematic information sharing involves routine sharing of data sets between services for an agreed purpose. Partner services who intend to share information systematically and as an ongoing purpose as a result of this Framework should complete an Information Sharing Agreement.

If they are drawing up an agreement, they should use the Framework’s approved Information Sharing Agreement Template to detail the specific purposes of the data sharing activity and have this signed off by their Data Protection Officer (DPO) and the board.

Partners should ensure that a DPIA is also completed and agreed by the DPO. This DPIA should be reviewed on a regular basis.

Minimised information sharing

In the case where information, either personal or financial, is required for the planning stage of a business case for joint service delivery, consideration of the level and type of information must be made.

Paragraph 22 of Part 4 of Schedule 2 of the Data Protection Act 2018 provides for the processing of personal information without informing data subjects if disclosure would prejudice management planning. This would include developing a business case or for forecasting. If this is the case, then the personal information should be specific and the minimal amount required to develop the business case. Partners should ensure that a DPIA is also completed and agreed by the DPO. This DPIA should address the level of data being used and justify this level of data. It must also be considered how disclosing the use of data for this reason would prejudice the ability of partners to undertake this work. For example, would informing staff that a joint service is being planned prejudice the effectiveness of that business case. The DPIA and reasoning must be reviewed on a regular basis.

Partner services who intend to share information on this basis should complete an Information Sharing Agreement. The agreement does not extend to the use of the information beyond what is specified in the business case, ISA and DPIA.

Ad-hoc or one off Information Sharing

This is specific information sharing involves which are exceptional sharing activities for a range of purposes which are not covered by routine data sharing arrangements. For ad hoc activities, an ISA is not needed but it should recorded what was shared and why. This could be a specific reason such as for the prevention and detection of crime or legal proceedings.

It is expected a record is kept of any ad hoc, one off data sharing activities detailing the circumstances, what information was shared and explaining why the disclosure took place. Remember, only share the minimum amount of data necessary and remove any fields or datasets which are not directly relevant before you share.

Other agreements

This framework should be used in conjunction with local service level agreements and any other formal agreements between partner organisations, as well as existing ISAs.

All parties signed up to this framework agree to be responsible for ensuring measures are in place to guarantee the security and integrity of data and that staff are sufficiently trained to understand their responsibilities and comply with the law. This document encourages sharing of data, but does not alter the statutory duties of those organisations signed up to it.

Data Sharing and The Law

Legislation gives information sharing its basis in law. The legislation listed below gives partners a mandate to share information as well as responsibilities for protecting

information and preventing improper use. Any sharing must be in line with data protection legislation i.e. the Data Protection Act 2018 and General Data Protection Regulation 2016. .

Examples of legislation which may enable are:

- Children Act (1989)
- Children Act (2004)
- Civil Contingencies Act (2004)
- Common Law Duty of Confidence
- Police Act (1996)
- Crime and Disorder Act (1998)
- Local Government Act (2000)
- Gender Recognition Act (2004)
- Care Act (2014)
- Mental Health Act (1983)
- Mental Capacity Act (2005)
- Health and Social Care Act (2012)
- Children & Families Act (2014)
- Children and Young Persons Act (2008)
- Criminal Justice Act (2003)

Partner services must also be aware of any other legislation relevant to them when sharing specific information as this is not an exhaustive list of legislation.

The Freedom of Information Act 2000 (FOIA)

In addition to the legislation listed above, the FOIA gives everyone the right to request information held by public authorities and, unless exempt, to be told whether the information is held and be provided with the information. Most, if not all, public sector bodies involved in data sharing are subject to the FOIA. This requires every public authority to adopt and maintain a publication scheme, committing them to publish information on a proactive and routine basis. In most cases this will include the policies and procedures relating to data sharing, including the details of the organisations with which data is shared and any relevant code of practice. Any information shared between different partner organisations may be subject to an FOI request. Upon receipt of an FOI request the opinion of the originating party should be sought before decisions are made on whether to provide the information.

Information Covered By This Framework

This Framework covers the closed sharing of a range of types of information, including personal, sensitive personal and business sensitive data. **Wherever possible, it is recommended that anonymised, aggregate or pseudonymised data is used to minimise the risk of any data protection breaches.** If you are in any doubt over

whether you can share data and how to go about doing this, you should consult your organisation's Data Protection Officer.

Personal Information

Personal data refers to any data (all forms, for example manual, electronic, audio and visual) which relates to a living individual (the data subject) who can be identified either from that data, or from any other information which is in the possession of, or is likely to come into the possession of, the data controller.

Special Category Personal Information

Special personal data covers information which is defined as:

- race;
- ethnic origin;
- politics;
- religion;
- trade union membership;
- genetics;
- biometrics (where used for ID purposes);
- health;
- sex life; or
- sexual orientation.

We also consider criminal proceedings as special category personal information and will be handled in the same way.

Official Sensitive Information

Some information may be strategically or business sensitive, for example preparatory work around service redesign. It would also include financial information. Likewise, direct access to some datasets may need to be controlled because of licensing considerations preventing wider release. The loss, compromise or misuse of this type of information could cause serious damage to the organisation's reputation, or that of partners or lead to litigation.

Anonymised Information

Any data which is anonymised can usually be shared without consent (subject to certain restrictions regarding health/social care records) provided the identity of the individual cannot be recognised.

However, organisations should ensure that anonymised data, when combined with other information from the same, or different sources, does not produce any information which can identify individuals, either directly or by summation.

There are several approaches to anonymisation and the appropriate approach will depend on the use to be made of the data:

Aggregation: Aggregation of datasets about individuals into summary tables, so there are no longer rows relating to individuals.

Anonymisation: Removal of identifiers in datasets at the level of individuals, so that there is no means to re-establish the link between the data and the individuals concerned.

Psuedonymised Information

Replacement of identifiers with alternative meaningless alphanumeric fields and reduction of potential identifiers to a partial form (e.g. year of birth instead of date of birth, partial postcodes). If a set of keys is used to generate the alternative identifiers, then records relating to the same individual can be linked across datasets treated in the same way where research objectives require this.

Restrictions on Use of Information Shared

All shared information, personal or otherwise, must only be used for the purpose(s) specified at the time of disclosure(s) as defined in relevant ISAs unless obliged under statute or regulation, or under the instructions of a court or as agreed elsewhere. Any further uses made of this data will not be lawful or covered by the ISA.

Secondary use of non-personal information may be subject to restrictions, i.e. commercial sensitivity or prejudice to others caused by the release of such information. If you wish to share information with a third party you should consult the information's original owner.

Certain information is subject to additional statutory restrictions, for example Criminal Records, HIV and AIDS, Assisted Conception and Abortion, Child Protection. Information about these will be included in relevant Information Sharing Agreements.

For advice on permission to share information you should approach the Data Protection Officer.

What Are The Lawful Bases For Processing?

Any sharing of information should have a lawful basis for processing. One is required for processing personal data and one for special category information. The ISA and DPIA must identify which are applicable.

The lawful basis for processing **personal data** are set out in Article 6 of the GDPR. At least one of these must apply whenever you process personal data and must be identified before any sharing

(a) The individual has given clear **consent** for you to process their personal data for a specific purpose.

(b) The processing is **necessary for a contract you have with the individual**, or because they have asked you to take specific steps before entering into a contract.

(c) The processing is **necessary for you to comply with a legal obligation** but not including contractual obligations.

(d) The processing is necessary to **protect someone's life**.

(e) The processing is necessary for you to **perform a task in the public interest or for your official functions**, and the task or function has a clear basis in law.

(f) The processing is necessary for your **legitimate interests** or the legitimate interests of a third party unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)

The basis for processing special category information are set out in Article 9 of the GDPR. In relation to our services, these are the most relevant:

(a) The data subject has given **explicit consent** to the processing of those personal data for one or more specified purposes

(b) The processing is necessary for the purposes of carrying out the obligations and specific rights in relation to **employment and social security and social protection law**

(c) processing is necessary to protect someone's life (**the vital interests**)

(e) it has already been **made public** by the data subject;

(f) processing is necessary for the establishment, exercise or defence of legal claims

(g) processing is necessary for reasons of **substantial public interest**

(h) processing is necessary for the purposes of **preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services**

(i) processing is necessary for reasons of public interest in the area of **public health**

(j) processing is necessary for **archiving purposes in the public interest, scientific or historical research purposes or statistical purposes**

Indemnity

Each partner organisation shall fully indemnify the other council and keep each of the other partners fully indemnified against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its subcontractors, employees, agents or any other person within the control of the breaching partner organisation of any personal or sensitive data obtained in connection with this agreement

All agencies who are party to this Framework will have in place appropriate measures to investigate and deal with the inappropriate or unauthorised access to, or use of, personal data whether intentional or unintentional.

In the event that personal data shared under this Framework is or may have been compromised, whether accidental or intentional, the organisation making the discovery will, without delay:

- take appropriate steps, where possible, to mitigate any impacts;
- inform the organisation who provided the data of the details;
- take steps to investigate the cause;
- take disciplinary action against the person(s) responsible, if appropriate;
- take appropriate steps to avoid a repetition.
- inform the DPO

On being notified of a breach, the original data provider along with the organisation responsible for the breach, and others as appropriate, will assess the potential implications for the individual whose data has been compromised, and if necessary will:

- notify the individual(s) concerned;
- advise the individual(s) of their rights; and
- provide the individual(s) with appropriate support.

Where a breach is identified as serious, it may have to be reported to the Information Commissioner's Office. The original data provider, along with the breaching organisation and others as appropriate, will assess the potential implications, identify and agree appropriate action.

Security

It is assumed that each organisation has achieved or will aim to work towards information security standards such as ISO 27001; compliance with NHS Digital's Data Security and Protection Toolkit or (formerly known as Information Governance Toolkit) and will adhere to a similar level of compatible security.

Organisations have an Information Security Policy and Cyber Security Policy in place to set out the minimum standards of security they require:

- Ensure that they have a secure and agreed means of sharing with a lead organisation accepting responsibility for the administration of any secure sharing system e.g. responsibility and liability for ensuring need to know only access to Google Drive would have to be maintained by PCC as system owner/admin.
- Ensure that unauthorised staff and other individuals are prevented from gaining access to personal data.
- Ensure visitors are received and supervised at all times in areas where personal data is stored.
- Ensure computer systems containing personal data are password protected.
- Passwords must be treated as private to the individual and must not be disclosed to others.
- The level of security should depend on the type of data held, but ensure that only those who need to use the data have access.
- Do not leave your workstation/PC signed on when you are not using it.
- Lock away disks, tapes or printouts when not in use.
- Ensure all new software has been authorised and disks are virus-checked prior to loading onto your PC.
- Exercise caution in what is sent via email and to whom it is sent; and only transmit personal data by email where agreed compatible security arrangements are in place with partners
- If information is taken from system/s or network, ensure that appropriate security measures have been taken (eg. encryption).
- Ensure the secure disposal of information (electronic and on paper).
- Check that the intended recipients of faxes, emails and letters containing personal data are aware the information is being sent and can ensure security on delivery.
- Ensure your paper files are stored in secure locations and only accessed by those who need to use them.

- Do not disclose personal data to anyone other than the data subject unless you have the data subject's consent, or it is a registered disclosure, required by law, or permitted by a Data Protection Act exemption
- Do not leave confidential information on public display in any form. Clear your desk at the end of each day and lock sensitive material away safely.

Each partner agrees to adhere to these standards of security. Should additional security arrangements be required, these should be set out in individual Information Sharing Agreements as required.

It is the responsibility of the organisation which discloses personal data to make sure that it will continue to be protected by adequate security by any other organisations that access it by including clearly stated requirements in Information Sharing Agreements. Once the information has been received by the partner organisation they will have their own legal duties with respect to this information.

In the event of a security breach in which information received from another party is compromised, the originator will be notified at the earliest opportunity.

It is accepted that not all partners will have security classification in place, however, it is recommended that signatories to information sharing agreements: (i) protectively mark the materials they share to indicate the level of sensitivity, and (ii) align the protective marking classification they use with that used by Central Government. Further information is available from the DPO.

Information Quality

Information shared should be complete (but not excessive), accurate and up-to-date to ensure all partners are assured that the information can be used for the purposes for which they require it. Organisations should also make any partners they share information with aware of their rules on data retention and whether these apply to the data being shared. Organisations should have a process for seeking assurance, where necessary, that personal information has been securely deleted/disposed of at the end of the retention period.

All service areas/organisations who are part of an information sharing agreement must update their partners within the information sharing agreement if they identify inaccurate information and vice versa. This requirement should also be included in the information sharing agreements.

All organisations must put in place plans in place to carry out regular quality assurance across all teams that share data as part of an information sharing agreement.

Organisations are expected to ensure that the personal and sensitive personal data they hold is processed in accordance with the Data Protection Act principles

Training

Training must be provided for staff in all organisations who will have any duties handling or sharing information so that they can undertake their duties confidently, efficiently and lawfully. IG Training is mandated to be completed every year. PCC and CCC will ensure that officers are provided with access to the same training.

Review

Information Sharing Agreements should be periodically reviewed to ensure that security arrangements are appropriate and effective. This should be undertaken and any amendments shared with the DPO.

Acceptance of terms

It is key that all officers abide by the principles stated above and that these are adhered to.

This means that:

- only data which is necessary for the project is shared
- only data which has been agreed in the ISA and DPIA is shared
- it is only used for the purposes specified and re-use is not permitted without agreement from the board and DPO
- all officers engaged have undertaken data protection training
- all officers engaged abide by the principles of this framework
- all officers engaged will adhere to security principles
- all officers will adhere to confidentiality

The relevant director/head of service when signing the business case, ISA and DPIA will accept responsibility for ensuring compliance as will the project lead.

Information Sharing Checklist

Before you share any information then complete the below and sign....

Have you:	How have you done this?	Aide
got an agreed set of objectives?		<i>a business case/proposal?</i>
Identified which services are in scope?		<i>this should be part of the business case?</i>
Had a business case entered on Verto which has been agreed		<i>Evidenced by Verto</i>
Spoken to the DPO?		<i>seek advice at the outset and gain support from the outset</i>
Identified what information is to be shared? and what level is required		<i>This should be clear and specific as part of the business case and subsequent agreement</i>
Identified the lawful basis for sharing?		<i>This should be clear and specific as part of the business case and subsequent agreement</i>
Identified any licensing issues if access to a system is required?		<i>This will be part of your business case</i>
Identified the secure means for sharing and who takes responsibility?		<i>This should be included in the sharing agreement</i>
Identified any legislation or exemptions which support the sharing or use?		<i>This should be included in the agreement and referenced clearly.</i>
Ensured contracts are in place if needed?		<i>If contracts are needed then have these reviewed by Legal?</i>
Completed a DPIA?		<i>has this been agreed?</i>
Completed the ISA?		<i>has this been agreed?</i>

Ensured that all officers concerned understand the process and restrictions?		<i>Has the director/head of service ensured this?</i>
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By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.

Signatories accept responsibility for ensuring that staff are aware of their responsibilities under data protection.

Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in the **Cambridgeshire Information Sharing Framework**.

Signed on behalf of **Peterborough City Council**:

Title:	
Position:	
Date	
Signature	

Signed on behalf of **Cambridgeshire County Council**:

Title:	
Position:	
Date	
Signature	

APPENDIX 1 PCC-CCC DPIA SCREENING CHECKLIST

DPIA SCREENING CHECKLIST (Prior to completion of a Data Protection Impact Assessment)

This form will allow you to establish, during the initial scoping phase, whether your project is likely to need a DPIA. It is suggested that you revisit this checklist at various points in your project lifecycle to ensure that there have been no changes made to the proposed use of information which may impact on whether a DPIA is needed.

KEY PROJECT INFORMATION:	
Project Name:	
Description of Project:	<p>Explain what the project aims to achieve, what the benefits will be to the organisation, to individuals and to other parties.</p> <p>You may find it helpful to link to other relevant documents related to the project, for example a project proposal</p>
Project Manager:	
Project Sponsor:	
Expected 'Go Live' date:	
Will the project involve the use or collection of any information which based on an individual's?	<p>NO - If the answer is no, you do not need to complete this form – a DPIA is not required.</p> <p>YES - If the answer is yes, please continue</p>
Level of personal information you	Requires full personal information

believe is required	Anonymised data	
	Minimised data	
	Pseudonymised data	
Reason for this level of data Please include necessity if you believe full personal data is required. If you have indicated anonymised, pseudonymised or minimised data please indicate how you will achieve this.		
KEY CONTACTS:		
Project Manager Name & Job title:		
Project Manager Email		
Project Manager Phone		
Key Stakeholder Names & Roles.	Names	Roles

SCREENING QUESTIONS	Yes or No
Will you use systematic and extensive profiling with significant legal effects on an individual such and the service they may receive?	
Will you be processing special category or criminal data on a large scale?	

Will you be systematically monitor publicly accessible places on a large scale	
The above require a full DPIA	
Will you be using new technologies or a current system in a different way?	
Will you be using profiling or special category data to decide on access to services especially denial of service	
Will you be profiling individuals on a large scale?	
Will you be processing biometric or genetic data?	
Will you be matching or combining personal data from different sources?	
Will you be collecting personal data without a privacy notice directly issued to individuals explaining this?	
Will you be tracking individual's location or behaviour?	
Will you be profiling children or target marketing or online services at them?	
Will you be processing data that may endanger the individual's physical health or safety in the event of a data breach?	

If any of the screening questions have been answered "YES", then please advise the Information Governance Team who will note these responses and will support you in completing the full Privacy Impact Assessment at the appropriate time.

If all questions are "NO", please return the document to the Information Governance Team and do not complete a Privacy Impact Assessment. Please email the completed checklist to: foi@peterborough.gov.uk.

APPENDIX 2 PCC – CCC FULL DPIA

DATA PROTECTION IMPACT ASSESSMENT

Name of project:	Expected project implementation date:
Department contact:	Submission date:
Project Manager:	Project Sponsor:
Information Asset Owner:	Business Case Reference No (if applicable)

The screening checklist should be completed and attached to this full assessment.

This assessment **should be completed at the project planning stage** to ensure that information risks are identified early and managed effectively **before** the project is implemented. Identified risks should be included in the project risk register and any changes to the project plan should be reflected in the Data Protection Impact Assessment (DPIA).

The DPIA is a checklist against Information Governance compliance and is a risk management process that enables us to anticipate and address likely impacts of new initiatives, to provide assurance of confidentiality, data protection, IT security and data quality issues related to this project. This completed assessment should be referenced and embedded in any business case.

A DPIA is mandatory for any new system (IT or otherwise), process or technology which involves person identifiable or business sensitive data.

Completed assessments must be sent to the IG Team via email to: foi@peterborough.gov.uk

Any changes to original assessment must be notified to the IG Team as above. Once all actions are completed, the final completed assessment must also be emailed to the IG Team as above.

Notes on completion:

All sections should be fully completed - Sections that are not relevant should be marked with N/A - Any queries during completion should be directed to the IG Team as above

1. Project Outline Explain what the aims are, the benefits to all parties and why a PIA has been completed.

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2. Organisational Questions

Completion Notes

Response

Confirm which internal partners have been informed of the project. This may include some or all of Information Governance, ICT, Finance, HR and Performance	<i>List all internal partners and boards that have been informed of the project, who approved the outline specification/Business Case</i>	
Provide a complete list of all of the stakeholders including those departments or organisations that have an interest in, a role to play in the delivery, or may be affected by the project	<i>List all providers and other organisations such as county council, police, charities, service users etc. and their role in the project.</i>	
What processes are in place to respond to Freedom of Information (FOI) requests?	<i>Give details. Does the resulting contract/SLA specify that FOI requests should be reported to the Commissioners FOI Lead?</i>	

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3. Data Protection Overview	Completion Notes	Response
<p>Name the data controller and list all organisations that will be processing data on behalf of the data controller.</p> <p>Provide details of the individual who will be considered to be the Information Asset Owner. (The person responsible for the system)</p>	<p>Data controller: a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.</p> <p>Data processor, in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller.</p>	
<p>Is the purpose of processing the personal data listed in the council's Notification to the Information Commissioner?</p>	<p><i>It should cover all reasons within the project</i></p>	
<p>Does the privacy notice for the council or service sufficiently explain this use or need to be amended?</p>		
<p>Is there a process for managing incidents relating to information breaches/losses and reporting those to the data controller?</p>		
<p>Is any data processed outside of the UK? Either by the supplier/provider or by a contracted third party.</p>	<p>If, yes please confirm in which country the data will be processed. Does the contract include a clause to require any data processor to inform the data controller if data there will be changes to where the data will be processed?</p>	

Is there a process in place to ensure all involved officers have undertaken mandatory data protection training?	List the IG training requirements for staff (this may be role specific). Is IG training mandatory? Has/will the requirement to complete annual IG training been included in the contract?	
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4. Systems & Security	Completion Notes	Response
Provide details of the individual who will be considered to be the Information Asset Owner.		
System(s) name What is the system commonly known as?		
Who is the Supplier or Provider? Give full contact details including address, telephone number and name of person responsible for support.		
What (if any) testing of the system will be required?		
Does the system have a reporting facility?		
Can changes to records be tracked to identify who has made the change?	Is there an active audit trail built into the electronic system used?	
Is the system able to produce a printout of all personal data to satisfy the subject access provision?		
Does the system have the capability to delete or erase records should it be necessary?		

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Who will have access to the system and how will that access be controlled?		
Will training on use of the system be provided and a list of trained personnel maintained?		
<p>What information security controls have been put in place?</p> <ul style="list-style-type: none"> • Give details of the access controls to be in place for staff accessing personal data. • IT security controls • Training and awareness 	<p>Give details of access restrictions to building/areas/systems e.g. passwords/smartcards/ID cards etc. How will IT support be provided? Will this be provided from outside of the UK? Will any data be stored outside of the UK and/or EEA</p> <p>If so, provide details of the security arrangements</p>	
Give details of the access controls to be in place for staff accessing PID. Include details of i.e. password controls, Smartcards etc.	Give details of access restrictions to building/areas/systems e.g. passwords/smartcards/ID cards etc. How will IT support be provided? Will this be provided from outside of the UK? If so, provide details of the security arrangements	
Give details of measures in place to protect data from accidental loss, destruction or damage?	Include business continuity plans, back-ups etc	
<p>Will mobile devices be used? If so will they be encrypted?</p> <p><i>Give details of devices and security</i></p>	Give details of devices and security	

Is person identifiable data encrypted within the system and on transfer? (e.g. gcsx to gcsx on transfer)	Give details of how data is transferred, whether it is encrypted and to what standard. Is government secure e-mail used to transmit electronically? (This information can be included on the data flow chart)	
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5. Data	Completion Notes	Response
Will Anonymised/Pseudonymised/non personal data be used?	Have you considered the same results being achieved without identifiable data?	
Provide details of how the data will be collected, shared, used and deleted	A flow chart may assist in demonstrating data flows	
Provide a list of the datasets/types of Person Identifiable Data (PID) that the new system (IT or otherwise) will process.	e.g. Name Address DoB NHS Number health data (give specific details) Other (give details) Format: electronic/paper/both	
Provide a list of all types of special category or sensitive personal data that will be collected. (i.e. ethnicity, religious beliefs etc)	Give details of any data that will be collected under the following headings: sexual life ethnic origin medical information religious beliefs	

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	political views criminal convictions	
How many data subjects will this affect?		
List the purpose(s) for handling/collecting person identifiable data?	Give specific purpose(s) that data will be used for. This information is required in order to ensure that we comply with DPA	
Where and how will the data be stored? Include details for electronic and paper	E.g. Electronic data will be stored on server/pc/laptop etc Paper files will be stored in ... at	
How will this project impact on existing information assets?		
How will data quality be assured?		
What processes will be in place for data validation?	How and when will the data be verified? E.g. at each visit?	
Are national or locally defined data standards being used?	What local policies or national guidelines will be followed?	
Where different systems are recording the same data, are processes in place to ensure there are no inconsistencies between them?	If not applicable (N/A) please mark as such	

6. Information Use and Sharing	Completion Notes	Response
Provide details of data that will be shared and received from any internal and external organisation(s)	<i>List all parties, amount of data to be shared and frequency (flow chart to map data flows is useful)</i>	
Please explain the overall objective of the information sharing		
Will an information sharing agreement be required?	<i>The data sharing may be covered by an existing data sharing agreement. Contact the Governance team for advice/templates.</i>	
On what basis are you undertaking the project?	<i>Is there a statutory duty for the work? Is it in the public interest? Is it to deliver a contract between the council and the individual (s) Is it for health or social care?</i>	
Does the sharing need consent to take place? Consent means that we can only deliver the service if a person agrees.	<i>Give exact details of whether consent will be required and how it will be gained and recorded. Give details of what information will be available, the format and where. Attach examples with this assessment What happens if consent is withdrawn?</i>	
Are individuals offered the opportunity to restrict the sharing or processing of all or some of their personal data?		

Will there be any consultation of affected individuals and if so how will you conduct this consultation? If not then why not		
Are there any current public concerns that should be factored in?		

7. Risks and Benefits

What are the risks to the individual(s) and how will you mitigate these? Provide a list of risks and how you will manage these.

Issue/Risk (including source and possible impact of risk)	Solution/Mitigation	Expected Outcome	How will this be monitored/evaluated
<i>insert more rows if required</i>			

	Completion Notes	Response
How will you limit the exposure of a data subject and limit the invasion into privacy?	Is the level of data being used and its sensitivity proportionate and necessary for the project? Explain why you need to use the level of personal information for this project – detail why anonymised or pseudonymised data would not suffice	
What are the benefits to the individuals?		
Are there risks to the council associated which needs to be highlighted?		
What are the benefits to the council?		

8. Records Management	Completion Notes	Response
What processes are in place for managing retention and disposal of records?		

What processes are in place for managing retention and disposal of records?	Does the contract include requirements relating to records retention and disposal? What will happen to records at the end of the project/service? Has reference to handover of service user records to new provider been included in the contract?	
What will happen to the personal data when it is no longer required?		
Who will take responsibility for ensure disposal of data in accordance with national and local retention and disposal policy timescales?		

FOR INFORMATION GOVERNANCE USE ONLY

Processing personal data

Can we legitimise processing of personal data in accordance with the terms of data protection legislation? If yes - legitimate process (Please tick – at least one of the terms opposite MUST apply)

Recorded consent	
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Contract		
Compliance with a legal obligation		
Vital interests		
Statutory duty/Justice/enactment		
Legitimate interests (cannot be linked to our statutory duties)		
<p>Sensitive personal data</p> <p><i>Can we legitimise processing of sensitive personal data in accordance with the terms of DP legislation? If yes – terms need to be satisfied (Please tick all that apply)</i></p>		
Explicit consent of the data subject		
Processing is necessary for		

carrying out obligations under employment, social security or social protection law, or a collective agreement		
To protect the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent		
The person has already made the data public themselves		

<p>We need it for the establishment, exercise or defence of legal claims</p>		
<p>It is in the substantial public interest as defined in the new Bill and includes a function required of the authority</p>		
<p>The purposes of preventative or occupational medicine, for assessing the working capacity of the employee, medical diagnosis, the</p>		

provision of health or social care or treatment or management of health or social care systems and services		
Public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of healthcare and of medicinal products or medical devices		
Processing is necessary for		

archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes

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	Sections	Comments
1	Project Outline - are the aims and outcomes clear	
2	Organisational Level – all relevant services/teams have been identified and informed	
3	Data Protection Identify any concerns as regards purpose, training, policies, privacy notices, location of data, training	
4	Systems Does the system have sufficient capability, controls, and security? Does it enable rights to be met e.g. access Is it a new asset? Has a secure means of sharing been found?	
5	Data	

	<p>Is level of data appropriate? are the types set out? Are data flows and processes described Is purpose clear? Is data quality addressed? Are standards being used?</p>	
6	<p>Information Processing Is an ISA needed? Has the basis for processing been identified? Is consent required? Are subjects aware? Has a consultation been done</p>	
7	<p>Risks and Benefits Have all risks been identified? Are risks sufficiently mitigated? What controls need to be introduced? Has a balance between the two been found? Is there a plan for monitoring? Does the ICO need to be consulted? Has the DPO agreed - if their advice has been overruled then detail by whom and why?</p>	
8	<p>Records Management Are sufficient processes in place?</p>	
IG	<p>Overall assessment What needs to change? if anything</p>	

SIGN OFF

Sign off	Title	Signature	Date
	Project Owner		
	Head of Service/Senior Manager		
	Compliance Manager (Governance) or Information Manager		
	Corporate Data Panel		
	SIRO/Data Protection Officer		
Comments from DPO			
Date of review			
Reviewing Officer:			

APPENDIX 3 DRAFT ISA TEMPLATE



Cambridgeshire and Peterborough Information Sharing Framework

INFORMATION SHARING AGREEMENT

[INSERT PURPOSE]

CONTENTS PAGE

Summary sheet

Completion Notes

1. Introduction

2. Purpose and Lawful Basis for Sharing

3. Partners

4. Legislation which Supports Sharing

5. Process

6. Signatures

Appendix 1: Cambridgeshire Information Sharing Framework - Reference Documents

SUMMARY SHEET

Title of agreement	
Agreement reference	
Date of agreement	
Review date of agreement	
Agreement owner	
Agreement drawn up by	
Version	

COMPLETION NOTES

You should refer to the Cambridgeshire Information Framework guide and template completion guidance for assistance.

You should ensure that you complete each section, where relevant, paying particular attention to the sections highlighted yellow for completion.

1. INTRODUCTION

- 1.1 Sharing information and data are key elements of effective service delivery, improving services offered and ensuring our public tasks are delivered. Too often information is not shared effectively and efficiently due to a variety of reasons such as misunderstanding of legislation, concerns about privacy and data protection. This information sharing agreement enables regular information sharing to take place and ensure that the correct processes are in place.
- 1.2 This information sharing agreement has been drawn up under the umbrella of the [Cambridgeshire Information Sharing Framework](#), which sets out the core information sharing principles which have been agreed by its signatory organisations.
- 1.3 Please provide a summary description of the project or link to a business case as an appendix.

In order to deliver this it is necessary for partners to share appropriate and specific information.

2. PURPOSE & LAWFUL BASIS FOR SHARING

- 2.1 The purpose of this agreement is to enable information to be exchanged between the named organisations in support of the following objectives:
 - Objective
 - Objective
- 2.2 What are the benefits of this project to all stakeholders?
- 2.3 What are the limits? What is not covered? Are there any agreements in related areas that will operate in parallel?
- 2.4 Please provide the lawful basis for processing/sharing information. Y

You should identify one basis for the processing of personal data from the [six available](#) and if you are processing special categories of data then you should identify one basis for the processing from the [ten available](#).

You should also explain how those identified relate to the objectives.

2.5 Please reference any specific exemption such you are relying on such as management planning, prevention and detection of crime.

If you are basing the information sharing on consent please detail on this in 5.3.

3. PARTNERS

3.1 This agreement is between the partners listed below. One organisation must take on the role of lead organisation.

Organisation	Named Director/Head of Service	Project lead	Data Protection Officer
Peterborough City Council			Ben Stevenson ben.stevenson@peterborough.gov.uk 01733 452387
Cambridgeshire County Council			Dan Horrex dan.horrex@cambridgeshire.gov.uk 01223 728416

3.2 If a **new partner joins the agreement** or **partner leaves the agreement** then they must inform the lead organisation. The lead organisation will keep the definitive list of organisations who are signed up to the agreement. The lead organisation must inform existing partners of changes to the agreement.

4. LEGISLATION WHICH SUPPORTS SHARING

- 4.1 This information sharing is enabled by provision within the following legislation, **please add relevant section of the Act which provides a power or duty to share:**

These are only examples please delete or add as appropriate

- The EU General Data Protection Regulation 2016
- Data Protection Act 2018 e.g. Schedule 1, Part 2 (1)
- The Data Protection (Processing of Sensitive Personal Data) Order 2000/417
- The Crime and Disorder Act 1998 (section 115);
- Civil Contingencies Act 2000
- Local Government Act
- The Children Act 1989
- The Children Act 2004
- The Care Act 2014

Any information shared and the processes used to share such information will be compliant with the relevant Human Rights legislation.

- 4.2 The information sharing is being conducted with due regard to the following legislation and guidance:

- The General Data Protection Regulation
- Data Protection Act 2018
- The Human Rights Act 1998 (article 8);
- The Freedom of Information Act 2000
- Common Law Duty of Confidentiality
- Caldicott Principles
- Care Act 2014

5. PROCESS

- 5.1 This agreement has been formulated to facilitate the exchange of information between the signatories. It is, however, incumbent on all partners to recognise that any information shared must be justified on the

merits of the agreement. The balance, between an individual's rights and the need to disclose information, must be assessed to ensure the information shared between agencies is proportionate to the purpose. **Anyone in doubt should consult their Information Sharing Lead before proceeding.**

5.2 INFORMATION TO BE SHARED

5.2.1 Please identify in detail what data will be shared, you may wish to attach a schedule. This should identify:

Types of data (personal only or personal data/special category data)

What data this is

What level of data is being used

Is this the least possible level of data

Whether it is pseudonymised data and who will have ability to re identify

Who the data relates to

Controller of data

System shared from

Where the data will be stored

5.2.2 If there is a need to share additional information on a one-off-basis, the parties concerned should consider whether the sharing is necessary to the agreement and document their considerations/findings, including any additional consents sought (and if not sought, an explanation as to why) and append this agreement.

5.2.3 If additional information is required on a repeated basis over and above what is defined in this agreement, to enable the agreement to achieve its aims, the lead officers should agree an addition to the sharing agreement, ensuring that the new information meets the same legislative or consent basis as the original. This addition should be added to the agreement and all parties should sign up to it.

5.3 CONSENT [only include if appropriate]

5.3.1 How and when has consent been obtained/how will it be obtained?

5.3.2 How has the consent been recorded? Who holds the record of consent?

5.3.3 Arrangements for each partner and arrangements if consent for sharing is denied or withdrawn by an individual.

5.4 **RIGHT TO SHARE NON-PERSONAL INFORMATION [delete if not relevant]**

5.4.1 If appropriate detail when non-personal information e.g. financial or commercial data may be shared and why.

5.4.2 Please note here any restrictions on the sharing e.g. where it may be commercially sensitive or subject to legal privilege.

5.4.3 Please note here what will happen to this information at the end of the project

5.5 **RIGHT TO SHARE ANONYMISED INFORMATION [delete if not relevant]**

5.5.1 If appropriate set out when anonymised information may be shared and why

5.5.2 Please note here any restrictions on the sharing or usage of anonymised data

5.5.3 Please note here what will happen to this information at the end of the project

5.6 **DATA PROTECTION IMPACT ASSESSMENT (DPIA)**

5.6.1 Was a DPIA undertaken? If not then explain why not and attach a copy of the screening checklist. If a DPIA was undertaken then attach a copy

5.6.2 How will risks be kept under review?

5.6.3 Was any other risk assessment considered relevant? If so, details. What changed as a result?

5.7 **HOW WILL THE INFORMATION BE TRANSFERRED OR SHARED?**

5.7.1 The Cambridgeshire Information Sharing Framework provides details of the overall security standards required of participating organisations to manage the information they receive from other parties under this agreement. These must be respected by all signatories.

5.7.2 *Please provide details of how electronic information will be securely transferred between organisations e.g. system access, secure email, SFTP, secure file sharing e.g. Google Drive and who will be responsible for ensuring access is appropriately granted and removed..*

5.7.3 *Will any hard copy information be shared/transferred and how will this be done securely*

5.7.4 *There is a record made of each organisations decision on how to share information if it is different to the above point. This is to be recorded as follows:*

- Organisation 1 –approach.
- Organisation 2 –approach.
-

5.7.5 *[Ensuring level of sensitivity is understood – protective marking. If different organisations have different standards, identify them here.] Before being shared, information should be protectively marked as follows:*

- [Mark 1]
- [Mark 2]

5.7.6 Information that is shared will be labelled with the name of its originator, so that obligations around withdrawal of consent, updating to maintain accurate records and reporting any breaches etc can be fulfilled.

5.8 ENSURING DATA QUALITY

5.8.1 Everyone sharing data under this agreement is responsible for the quality of the data they are sharing.

5.8.2 Before sharing data, officers will check that the information being shared is accurate and up to date to the best of their knowledge. If data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.

5.8.3 Where a 'dataset' is being shared (i.e. structured data), it will be accompanied by a table providing definitions of the data fields.

- 5.8.4 If personal data has been held for longer than [...time period...], an updated version must be obtained before [...action...]
- 5.8.5 Information shared should be complete (but not excessive), accurate and up-to-date to ensure all partners are assured that the information can be used for the purposes for which they require it. Organisations should also make any partners they share information with aware of their rules on data retention and whether these apply to the data being shared. Organisations should have a process for seeking assurance, where necessary, that personal information has been securely deleted/disposed of at the end of the retention period.
- 5.8.7 All service areas/organisations who are part of an information sharing agreement must update their partners within the information sharing agreement if they identify inaccurate information and vice versa.
- 5.8.8 All organisations must put in place plans in place to carry out regular quality assurance across all teams that share data as part of an information sharing agreement.
- 5.8.9 **DATA SUBJECT RIGHTS**
- 5.9.1 All partners must be aware and take appropriate action to ensure that a data subject rights are met. Any such requests are to be notified to the appropriate lead and Data Protection Officer.
- 5.9.2 The right to be informed. Partner should ensure that where appropriate a privacy notice detailing the processing of information being undertaken has been provided
- 5.9.3 The right of access. If any partner receives a request for access from a data subject which concerns data shared as part of this agreement, they will notify relevant partners and ensure that disclosure of any partners' information is agreed or the subject is referred to the appropriate partner.
- 5.9.4 The right of rectification. If any partner receives a request for rectification from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure inaccuracies are rectified.

- 5.9.5 The right of erasure. If any partner receives a request for erasure from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure decisions are made as appropriate to each organisation and the data.
- 5.9.6 The right to restriction. If any partner receives a request for restriction from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure decisions are made as appropriate to each organisation and the data.
- 5.9.7 The right to objection. If any partner receives a request to object from a data subject pertaining to data shared with other partners as part of this agreement, they will notify relevant partners to ensure decisions are made as appropriate to each organisation and the data.
- 5.9.8 The right to data portability. If any partner receives a request for data from a data subject which concerns data shared as part of this agreement, they will notify relevant partners and ensure that disclosure of any partners' information is agreed or the subject is referred to the appropriate partner.
- 5.9.9 The right related to automated decision making or profiling. If any partner receives a request for under this right from a data subject which concerns data shared as part of this agreement, they will notify relevant partners to ensure compliance.

5.10 **INFORMATION USE, REVIEW, RETENTION AND DELETION**

- 5.10.1 Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.
- 5.10.2 Only employees of partners who have a clear business need to access information shared will be provided with access.
- 5.10.3 In each case, the originating organisation remains the primary information owner and record keeper for the information that is shared. Where information is edited by the receiver, they must make it clear this is an altered copy.

5.10.4 Retention period – different subsets of information may need to be kept for different lengths of time. If this is the case, draw up a table. If you have an Appendix of information to be shared, add the retention periods to this for ease of reference. The retention period for the information shared is **xxxx** from the date of **xxxx**.

5.10.5 [Destruction – cover paper and electronic files if appropriate.] The following destruction process will be used when the information is no longer required:

- [paper]
- [electronic]

5.10.6 The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information. If any partners have business support or project management provided under contract, other partners should be notified and reference made in the business case for this.

5.10.7 If a partner leaves the agreement, decisions must be taken and followed through on what happens to :

- The information that has already been shared with the signatories by the departing organisation.
- The information that has already been shared with the departing organisation by the other signatories.

5.11 ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

5.11.1 All partners to this agreement have appointed SPOCs and Data Protection Officers for this agreement as named in Section 3.

5.11.2 These will be the first port of call for questions about the agreement. If there is a problem such as a potential information security breach, relevant SPOCs and DPO must be contacted.

5.11.3 It is the responsibility of everyone sharing information and accessing and using the information that has been shared to take appropriate decisions, then hold the information securely, in accordance with the standards set out in the overall Framework and this agreement. Any person who is not sure of the requirements on them should read the Framework and this Agreement, then, if necessary, contact their SPOC.

5.11 REVIEW OF THE INFORMATION SHARING AGREEMENT

5.11.1 This Information Sharing Agreement will be reviewed **xxxx** months after its launch and **xxxx** thereafter. The organisation responsible for initiating this process is: **xxxx**.

5.11.2 If a significant change takes place which means that the agreement becomes an unreliable reference point, then the agreement will be updated as needed and a new version circulated to replace the old.

5.11.3 If the lead person departs their role, an alternative lead must be nominated as soon as possible.

5.12 INDEMNITY

5.12.1 Partners as receivers of information covered under this Agreement will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

5.13 BREACHES

5.13.1 If a breach of data occurs then all SPOCs and DPOs from each partner need to be made aware and the lead organisation needs to lead the investigation. The lead organisation must decide Information Commissioner needs to be made aware.

6. SIGNATURES

6.1 By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.

6.2 Signatories accept responsibility for ensuring that staff are aware of their responsibilities under data protection.

6.3 Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in the **Cambridgeshire Information Sharing Framework**.

Signed on behalf of **Peterborough City Council**:

Title:	
Position:	
Date	
Signature	

Signed on behalf of **Cambridgeshire County Council**:

Title:	
Position:	
Date	
Signature	

Appendix 1: Cambridgeshire Information Sharing Framework - Reference Documents

Cambs Information Sharing...	Purpose
<ul style="list-style-type: none"> • Framework 	<p>The umbrella agreement signed up to by the leaders of participating organisations. Sets out the standards that participating organisations will adhere to when sharing information.</p>
<ul style="list-style-type: none"> • Guidance 	<p>Advice on how to identify when an activity is information sharing, and guidance on how the Framework can help with those activities. Good practice.</p>
<ul style="list-style-type: none"> • Agreement Template 	<p>Template for information sharing agreements under the umbrella of the wider Cambridgeshire Information Sharing Framework. Setting the parameters for specific information sharing activities between particular groups of organisations.</p>
<ul style="list-style-type: none"> • Contacts 	<p>The lead information sharing officers in each participating organisation. Available to advise on the application of the framework and on information sharing more generally.</p>
<ul style="list-style-type: none"> • Charter 	<p>A leaflet informing the public about Cambridgeshire's Information Sharing Framework and the benefits to them.</p>

SCHEDULE 7 - TECHNOLOGY SHARING PROTOCOL

1. Both Councils must benefit in each business case.
2. There must be a commencement (starting date) for each Service from which these principles will apply.
3. There must be as part of the business case an fully costed IT systems plan including:
 - a. A single agreed version of the IT systems at pre-commencement work (i.e. appropriate base-lining) for the existing services - however they are presently delivered.
 - b. A single agreed version of the IT systems at the "end" point of Conversion - including Business Process Changes required to deliver the "optimum" solution.
 - c. A full migration plan and associated actions to get from 3(a) to 3(b).
 - d. This will include hardware and software and connectivity requirements.
4. There must be as part of the business case an expected IT support plan for the IT solution including an agreed:
 - a. Priority incident resolution plan;
 - b. IT support arrangements;
 - c. Helpdesk arrangements.
5. The IT protocol will link in, via the business plan to:
 - a. On-boarding / Migration - the business case must include an appropriate On boarding / Migration plan for the Service, including all IT systems;
 - b. Intellectual Property Rights Allocation;
6. The Councils will ensure that the Information Sharing Protocol is referenced in the business case and as appropriate:
 - a. The Finance Protocol via the business case;
 - b. The HR Protocol via the business case;
 - c. Annual Review/Variations;
7. Systems support and associated priority resolution will be reviewed on an annual basis.
8. Variations to Services will be delivered by agreed Change Request Mechanism with associated business case setting out additional/reduced costs/savings/liabilities.
9. The Councils shall agree and sign a memorandum of understanding for reference to the sharing of technology in the form set out in appendix A of this schedule.

Appendix A - MOU

SCHEDULE 8 - GOVERNANCE ARRANGEMENTS

1.0 PURPOSE OF THIS TERMS OF REFERENCE

This Terms of Reference (ToR) sets out where decisions about the Shared and Integrated Services (Shared Services) Programme will be made, accountability, the roles and responsibilities and how the work is being managed.

2.0 GOVERNANCE AND ACCOUNTABILITY

See appended Governance chart for membership

2.1 Political Governance

In CCC, the Communities and Partnerships (C&P) Committee is the overarching governing body for the Programme. In PCC the overarching governing body is the Leader and Cabinet. Together they will monitor progress and ensure that the work under this programme supports outcomes for communities and positively contributes to the way the system works across a range of partnerships. The Programme Board will work with Members in two ways:

- Update/monitoring reports through the Committee and Cabinet meetings a minimum of three times a year
- Joint cross party Member / Officer Workshop sessions (up to three per year) to discuss opportunities and look at some of the bigger strategic issues. Five cross party Members from each Council to be officially nominated. The Leaders of both Parties will approve the membership in consultation with Group Leaders in both Parties.

Whilst the Programme Board are responsible for approving services for joint working arrangements, where individual project business cases determine that a political key decision is required, the Programme Board will make a recommendation for approval as appropriate to the relevant Policy and Service Committee for CCC and Cabinet for PCC.

In addition to approving Transformation fund requests, plans for any new savings released from the Programme for CCC will be recommended first to the Programme Board, appropriate Committee and then be recommended to GPC as part of the Business Planning process. In PCC new savings will be agreed at CMT and Group Leaders and included in the rolling budget programme.

Regular updates on the programme's progress will be shared with all CCC and PCC Members via their own existing dedicated news updates.

2.2 Shared Service Programme Board

The existing joint meeting between the Strategic Management Team (for Cambridgeshire) and Corporate Management Team (for Peterborough) will act in the capacity of the Programme Board. The Board will be accountable to the Political governance across the two Parties. The purpose of the Shared Services Programme Board is to provide the strategic leadership, oversight, challenge and timely decision making to enable the successful design and delivery of the programme. Specifically they will:

- agree the scope of the Programme and approve any changes;
- approve any additional resources required to enable the delivery of the programme as advised by the Executive Steering Group;
- determine the Political governance and identify what needs to be referred and where for political decision making and agree key communication message to Members across the two Parties;
- facilitate political support, leadership and advocacy;
- approve and oversee the delivery (by exception) of implementation plans, key milestones and benefits;
- manage and resolve strategic and policy issues and risks;
- have oversight and ownership of the financial implications (savings and transformation funds to enable delivery) and directly intervene when the savings identified in the Shared Services tracker are at risk; and
- as a result of direct interdependencies, approve any deviations in terms of time, quality or cost.

2.3 Shared Services Core Group

The purpose of this group will have an overarching role to ensure that the overall benefits of the programme can be achieved and that staff, members and the general public across both Cambridgeshire and Peterborough are sufficiently engaged/communicated with. This group will also be responsible for ensuring that this programme supports outcomes for communities and positively contributes to the way the system works across a range of partnerships. Specifically they will:

- oversee and monitor the financial and non-financial benefits of the programme and its associated projects and escalate risks to the Programme Board
- monitor by exception the progress of the programme and its associated projects and associated risks and identify areas of escalation to the Programme Board
- ensure that the governance is adhered to
- develop and agree monthly key communication messages to relevant stakeholders across the two authorities as guided by the Head of Communications and Engagement

2.4 Shared Services Business Case Development Virtual Group

The purpose of this virtual group is to ensure that the HR, Finance, ICT and Legal implications are fully considered and all opportunities are fully exploited in the project business cases. They will approve the business cases on Verto before they are presented to the Programme Board for final approval. Specifically they will:

- ensure that the HR, Finance, ICT, Legal and Political implications across the programme are co-ordinated and managed and act as a key sounding board and challenge group ahead of the Programme Board;
- identify cross cutting issues and opportunities, unblock significant barriers to progress and determine items to be escalated to the Programme Board;
- identify additional pieces of work and financial and non-financial benefits, determine whether they are in scope of the programme and make subsequent recommendations to the Programme Board;

- identify and manage the interdependencies and make recommendations to the Programme Board where this impacts on time, quality or cost;
- ensure that there is sufficient engagement with key stakeholders such as staff, Members, Unions and partners; and
- identify the skills/knowledge that is needed to deliver specific elements of the programme and it's constitute projects to the Programme SRO to commission via the approval of the Programme Board.

3.0 ROLES AND RESPONSIBILITIES

See appended Governance Chart for details.

3.1 Senior Responsible Owner (SRO)

The SRO is the visible **owner** of the overall business change for the programme, accountable for successful delivery and is recognised throughout the organisation as the key leadership figure in driving the change forward. As owner of the business change the SRO is the chair of the Executive Steering Group. Specifically they will:

- own the programme business case / mandate;
- agree the programme governance to include areas of accountability and roles / responsibilities;
- ensure agreement amongst stakeholders as to what the objectives and benefits are and obtain commitment for delivery;
- with the support of the Executive Steering Group, monitor the programme to ensure it meets the objectives and the financial and non-financial benefits are delivered, taking appropriate action where necessary to ensure their successful delivery;
- ensure the programme or project is subject to review at appropriate stages;
- ensure that the aims of the planned change continue to be aligned with the direction of the business and establish a firm basis for the programme during its initiation and definition; and
- secure the necessary investment for the business change.

3.2 Programme Manager

The Programme Manager is accountable to the Programme SRO. They are responsible for the management of the programme through effective coordination of projects. The Programme Manager will ensure overall integrity and coherence of the programme, and its environment.

Specifically they will:

- facilitate the definition of programme, and seeking approval of the key programme decisions;
- undertake programme planning under the direction of the SRO;
- define the functions, responsibilities and processes for setting up, delivering and controlling the delivery of the programme;
- manage risks, monitor progress, resolve issues and initiate corrective action as appropriate;

- ensure that the projects are set up to succeed in achieving its objectives, and that suitable controls are put in place to manage inter-dependency between them so that they remain compatible with each other;
- provide advice and support to project managers, when it is required;
- provide regular progress reporting on the programme, highlighting any issues that will require management intervention using standard programme performance status; and
- Develop and maintain the overall Programme Plan and work with the Finance leads to ensure the Financial Tracker is coherent with this.

3.3 Project Sponsor

The project sponsor has overall accountability for the project. He or she is primarily concerned with ensuring that the project delivers the agreed upon business benefits. They will be responsible for initiating, ensuring, approving, and establishing a series of key aspects in relation to the project, which can be summed up under categories of vision, governance, and value/benefits realisation.

The Project Sponsor has responsibility for providing clear leadership and direction for their project.

Specifically they will:

- have delegated responsibility and accountability from the Senior Responsible Owner to design, lead and drive the project and make decisions on a day to day basis;
- take accountability for securing approval for key decisions from the Executive Steering Group and/or Programme Board as appropriate;
- be accountable for the savings aligned to their project and escalate any risks associated with the savings tracker to the Shared Services Executive Steering Group;
- recommend the appropriate level of governance and secures the investment and resources required to deliver the project via the Senior Responsible Owner and Executive Steering Group;
- report progress by exception for their project to the Shared Service Executive Steering Group;
- maintain the alignment between the project and the overall programme objectives and benefits;
- be solutions focussed and aim to resolve any significant issues that may impact on delivery;
- identify and raise any critical issues or risks and escalate to the Senior Responsible Owner/Executive Steering Group as appropriate;
- take ownership for managing the interdependencies, issue resolution and risk mitigation; and
- keep key stakeholders abreast of progress.

3.4 Project Manager

The Project Manager within the Shared Services Programme is responsible for working with the Senior Responsible Owner and the Project Sponsors to develop the business cases on Verto. They will work with them to define the resource requirements for implementation. The Project Manager within the programme is a resource to help define the programme and will not be responsible for the oversight and control of the implementation post approval of the business case. It is anticipated that some of the resource requirements will be met by CCC's Transformation Team or the Programme Management Office in PCC.

The Project Manager will work closely with the Programme Manager to ensure that the project and its associated projects meet the intended programme benefits and principles and that interdependencies are flagged and assessed in terms of the overall impact on the programme time, quality or cost.

4.0 PROGRAMME ORGANISATION & SCOPE

See Appendix A for details on programme organisation, governance and scope.

5.0 FREQUENCY OF MEETINGS

The Partnerships and Community Committee and the Leader/Cabinet at PCC will receive quarterly update reports. The Committee will receive a programme plan summary report that will be prepared by the Programme Manager on behalf of the SRO for their approval.

The Shared Services Programme Board will meet in its official capacity as part of the joint SMT/CMT meetings which are held on the last SMT meeting of the month. The Board will receive a Programme status report which will be prepared by the Programme Manager on behalf of the SRO for their approval.

The Shared Services Core Group will meet on a monthly basis. The group will maintain oversight of the shared services tracker and the delivery of the programme plan.

6.0 SYSTEMS - PROGRAMME AND PROJECT DEFINITION – CONTROLS

6.1 Systems

6.1.1 Verto

Both PCC and CCC use 'Verto' which is a cloud based work collaboration and programme management system. It has been agreed by the Executive Steering Group that Verto will be used to define and manage the programme and its constitute projects.

Both PCC and CCC have configured the Verto systems differently to meet their organisational requirements. The Shared Services Programme will be set up on CCC's instance of Verto and PCC colleagues will be granted access through the user admin functionality. This will give immediate access to enable the setup of the programme,

transparency about the scope of the programme and enable effective monitoring. There will still be the requirement at PCC for the items to be on the PCC version of Verto to give a single view of all PCC savings item.

6.1.2 Huddle

Huddle is a cloud-based document collaboration system. This system will be used to store and share key documents within the programme. Members of the Programme Board, Executive Steering Group and the Programme Team have been granted access to this. Terms of use will be developed by the Programme Manager.

6.2 Programme and Project Definition

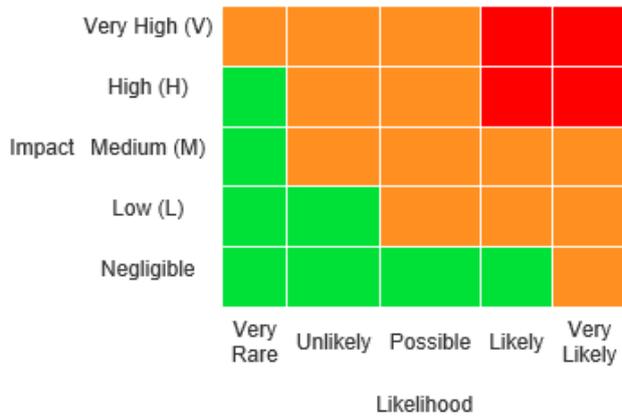
The programme and the projects will be defined using the Verto System. This will result in a business case being produced for each of the project areas. The level of detail recorded will be appropriate to the scale of the project. This will encompass the following key areas:

- Project Overview
- Project Approach
- Project Members
- Resource Requirements
- Communication
- Scope / Interdependencies
- Cost and Savings
- Benefits
- Tasks and Milestones
- Risks
- Issues
- Project Impact (on the protected characteristics – Community Impact Assessment)
- Delivery Options
- Consultants and Procurement

6.3 Controls

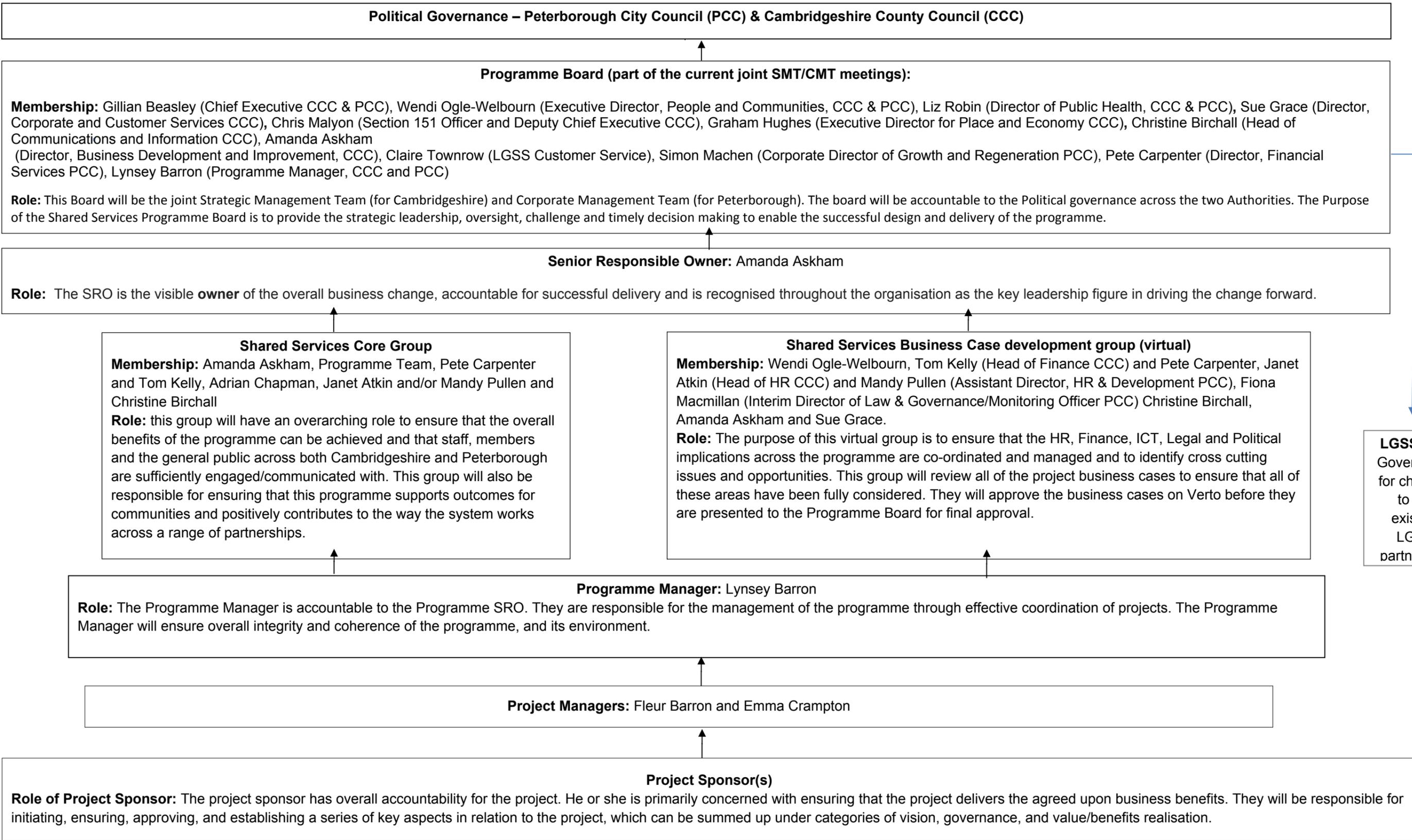
The following controls will be in place to effectively manage and monitor the programme / projects:

- **Risk log** – there will be one risk log for the whole programme which can be filtered down to programme or project level. The risks will be recorded in Verto and will use the following criteria. All risks will have an owner who will recommended the likelihood and impact ratings along with determining the appropriate mitigation. Only those risks in the top right quartile will be discussed at the Programme Board. The Executive Steering Group will maintain oversight of the whole risk log.



- **Issues log** – Each project will have its own issues log contained within Verto. Issues that cannot be resolved at this level can be escalated to the Executive Steering Group and then up to the Programme Board if required.
- **Plans**
 - Programme level - the programme will have a high level plan that will encompass the high level milestones of each of the projects and delivery dates. The programme manager will maintain this in Verto.
 - Project level – post approval of business cases, the Verto system can be used as a tool to define the implementation plans.
 - Financial Tracker – a tracker has been produced to identify and track the delivery of the savings. This will be maintained by the Finance project sponsors and will be monitored by both the Executive Steering Group and the Programme Board by exception.
- **Reporting** – The Verto system will be the single version of truth of the status of the programme and its projects (for PCC, savings from the SS programme will need to be on the PCC version of Verto). It is envisaged that this system will be used to draw down information that is pertinent to different stakeholders i.e. Members, Programme Board, Executive Steering Group, Project Teams etc. Until the system is fully developed with the programme and project information, separate status/ highlight reports will continue to be used as a way to communicate key information about the status of the programme / projects.

Appendix A: Programme Organisation and Governance



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Shared Services Projects

Project: Financial Services Project Sponsor/s: Pete Carpenter/Tom Kelly	Project: Human Resources Project Sponsor/s: Janet Atkins/Mandy Pullen	Project: Legal and Governance Project Sponsor/s: Fiona McMillan	Project: Marketing and Communications Project Sponsor/s: Christine Birchall	Project: Business Support Project Sponsor/s: Wendi Ogle-Welbourn	Project: Transformation/PMO Project Sponsor/s: Amanda Askham	Project: Customer Service Project Sponsor/s: Sue Grace/Pete Carpenter	Project: Digital Platform Project Sponsor/s: Sue Grace/Pete Carpenter
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Project: Business Transactions Project Sponsor/s: Claire Townrow/Pete Carpenter	Project: IT and Digital Project Sponsor/s: Sue Grace/Pete Carpenter	Project: Business Intelligence Project Sponsor/s: Sue Grace/Adrian Chapman	Project: Property and Assets Project Sponsor/s: Chris Malyon/Simon Machen	Project: Highways Project Sponsor/s: Graham Hughes/Simon Machen	Project: Transport Project Sponsor/s: Graham Hughes/Simon Machen	Project: Libraries Project Sponsor/s: Christine May/Adrian Chapman	Project: Historic Environment Project Sponsor/s: Sass Pledger / Annette Joyce
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Project: Floods and Water/Drainage Project Sponsor/s: Sass Pledger / Annette Joyce	Project: Energy Shared Strategy Project Sponsor/s: Sass Pledger / Annette Joyce
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As per the Peterborough and Cambridgeshire Programme Scope Criteria the following projects are out of scope. This work will be managed in operations and savings will be monitored through the business planning processes in each Council but the holistic view of the shared/integrated benefits will be articulated at programme level. These currently include:

- P&C Service Operating Models – Adults, Children, Community & Safety, Education, Commissioning
- P&C Review of Capacity & Capability - Reducing Cost to serve
- P&C Review of Capacity & Capability - Economies of Scale Process Review
- P&C Review of Capacity & Capability Demand Management
- Adult skills

SCHEDULE 9 - SOVEREIGNTY GUARANTEE

Cambridgeshire County and Peterborough City Council are committed to continuing to represent the needs, priorities and ambitions of local people in their neighbourhoods.

They are exploring reducing costs by working together. They are also keen to take new devolved responsibilities from Government and manage these together, where this makes sense.

Commissioning or delivering services together is not designed to change how residents experience services. It is about how to get things done more efficiently.

To safeguard local autonomy the Councils confirm:

1. Local residents will continue to elect the same number of councillors to each Council.
2. Each Council will retain its own constitution, setting out how it makes decisions, organises scrutiny and delegates authority.
3. Each Council will continue to set its own council tax and publish its own budget and accounts.
4. Each Council will continue to be able to set out its own spending priorities.
5. No Council can be 'out-voted' by the other Council in a way which requires that Council to adopt a policy, accept a cost or change a priority that its decision makers are not willing to support.
6. There will be no change in the name of either Council.
7. The costs of changes and the benefits achieved from change will be fairly attributed and shared to the satisfaction of both Councils based on the financial protocol agreements in schedule 5, if necessary using mediation.
8. Neither Council will be obliged to break an existing contract.
9. The boundaries of the areas for which each Council is responsible will not change. Each Council will continue to speak up for its own residents, even where there is an apparent conflict of interest.
10. Each Council will be able to set its own policy for how services are delivered, but will commit to joint policy design for any work in the Shared Service Programme.
11. The Councils will commission services from contractors, voluntary bodies and others together, but can also decide to commission, or grant aid, on their own.
12. Nothing in these proposals is intended to stop Councils developing local ideas about how to support their local communities.
13. A commitment to shared learning, innovation and value for money.
14. The Councils will share what works in service delivery and encourage their neighbours to learn from successful innovation.
15. The Councils will adopt common specifications where these are compatible with each Council's policy objectives and budget preferences and where these are likely to give best value to taxpayers.

16. The Councils commit to a continuing process of exploring how working together might lower costs; be a better platform for developed responsibilities from Government; and/or improve the quality of service delivery.
17. The Councils will commit to exploring how by working together, councillors can enhance the ways in which their Councils deliver their responsibilities.
18. The Councils will expect to keep these arrangements under review, in order to ensure they remain fit for purpose.
19. Any of the arrangements that constitute agreements between the Councils can be ended on notice, though any Council withdrawing will be responsible for its own consequent costs. Any joint external contracts will be covered by the same legal considerations as now.
20. Where shared services arrangements are brought to an end then the notice period will be twelve months, unless a shorter period is expressly agreed by the other parties and the costs arising from termination will be fairly shared between the Councils in a pre-agreed manner.

SIGNATURE CLAUSES?