

**Appendix 2:****EXIT PROTOCOL****1. PRINCIPLES AND OBJECTIVES**

1.1 This Schedule sets out the principles and objectives of the Exit Protocol between CCC and PCC which will apply when the Joint Working Agreement (“JWA”) or a part of the JWA or a Combined Team or a Shared Post(s) are terminated.

1.2 For the purposes of this Schedule:

1.2.1 the period between the date when the Parties agree to terminate the JWA or a part of the JWA or a Combined Team or a Shared Post(s) and the termination date; or

1.2.2 the period between the date when either Party serves notice to terminate the JWA or a part of the JWA or a Combined Team or a Shared Post(s) and the termination date shall be known as the “**Termination Transfer Period**”.

1.3 If there is a partial termination of the JWA or termination of a Combined Team or Shared Post(s), the provisions of this Schedule shall apply only to the information, rights and employees to the extent that they are no longer required for the provision of a Combined Team or a Shared Post.

1.4 The objectives of the Exit Protocol (the “**Objectives**”) are to:

1.4.1 ensure CCC and PCC ceases delivery of Services falling within the scope of the JWA or part of the JWA or Combined Team and applicable staff arrangements which are to be terminated;

1.4.2 allow CCC and PCC to independently perform the replacement Services falling within the scope of the JWA or part of the JWA or Combined Team and applicable staff arrangements; and

1.4.3 eliminate or minimise any disruption or deterioration of the Services falling within the scope of the JWA or part of the JWA or Combined Team and applicable staff arrangements as a result of the termination and to include the Termination Transfer Period.

1.5 PCC and CCC shall take all such reasonable steps as shall be necessary or desirable for the orderly termination of the JWA or a part of the JWA or termination of a Combined Team or a Shared Post(s) to assist in achieving the Objectives.

**2. PLANNING**

2.1 PCC and CCC shall develop a generic plan for termination of the JWA or a part of the JWA or termination of a Combined Team or a Shared Post(s) to assist in achieving the Objectives (the “**Exit Protocol**”).

2.2 The level of detail required by CCC and PCC shall be reasonable but as a minimum should provide the procedures and responsibilities necessary for (i) an orderly and effective transfer of the Services falling within the JWA or part of the JWA or the Combined Team and (ii) the achievement of the Objectives. This shall include, amongst other things:

2.2.1 an outline timetable and schedule of responsibilities and other critical criteria for effecting the orderly hand-over of the Services falling within the scope of the JWA or part of the JWA or Combined Team or Shared Post(s); and

2.2.2 arrangements for a joint project group for the Termination Transfer Period, which shall be managed as a joint programme between CCC and PCC comprising a number of transition workstreams including (as applicable):

<b>Workstream</b>	<b>Purpose</b>
<b>Governance</b>	To govern the Termination Transfer Period and provide an escalation point for the wider organisation for any issues that may arise.
<b>People</b>	To identify any employees affected and to progress the related personnel arrangements throughout the Termination Transfer Period. This workstream shall liaise with the Communications workstream with respect to staff transfer related communications.
<b>Necessary Information</b>	To provide reasonable assistance throughout the Termination Transfer Period, including access to the relevant employees and information or materials to permit PCC and CCC to familiarise itself with the Services, to the extent necessary to take over the provision of the Services.
<b>Data and Knowledge</b>	To handover the service documentation, records and information, as is necessary to enable PCC and/or CCC to continue providing the Services.
<b>ICT</b>	To support the requirements for ICT used in the provision of the Services, including databases, documentation, programs etc.
<b>Assets and IPR</b>	Identify hardware and software assets and IPR that are eligible for transfer to either PCC and/or CCC (and those that are not).
<b>Infrastructure</b>	This covers the vacation of Council Premises, decommissioning of technical infrastructure & connectivity and return or purchase of equipment as applicable.
<b>Licences and contracts</b>	To provide details of any licences and contracts which support the delivery of the Service.
<b>Communication</b>	To communicate the change to all stakeholders across PCC and CCC.
<b>In Flight Work</b>	Responsibility for delivering the relevant Services including the planning and transfer of work-in-progress.

**2.3** The transition workstreams at section 2.2.3 shall be managed for the duration of the Termination Transfer Period, unless CCC and PCC agree to a period of extension in relation to a transition workstream. Any period of extension to a transition workstream shall be by way of mutual agreement between the Chief Executives of CCC and PCC and the period of extension shall be proportionate and reasonable to reflect the requirements within the relevant workstream.

**2.4** In addition CCC and PCC shall:

**2.4.1** maintain the Exit Protocol throughout the duration of the JWA to ensure that it is updated to reflect any changes made to the JWA, Schedules or Changes in Law; and

**2.4.2** provide all information and assistance reasonably necessary to effect the termination in accordance with the Exit Protocol as efficiently and effectively as reasonably possible.

**2.5** In the event that the JWA is terminated in part only, the Parties will agree appropriate variations to the JWA. Such variations will be documented in writing and signed by both Parties.

**2.6** Where the JWA is terminated in part, then except for the part of the JWA that has been terminated, the JWA shall continue in full force and effect.

### **3. TRANSFER OF SERVICES**

- 3.1 At the start of the Termination Transfer Period, CCC and PCC shall comply with their obligations in the Exit Protocol in order to provide the Services during the Termination Transfer Period.
- 3.2 CCC and PCC shall identify which of the Services each Party should continue to deliver during the Termination Transfer Period and which if any may be discontinued.
- 3.3 If either Party identifies any Services which may be discontinued it shall specify when during the Termination Transfer Period they may be discontinued, and such changes shall be agreed through the variation process.
- 3.4 Unless otherwise agreed, CCC and PCC shall not reduce the resources which it has committed to the Services falling within the scope of the JWA or part of the JWA or Combined Team without the prior written consent of either Party.
- 3.5 Upon termination of the JWA in whole or in part or a Combined Team the Parties will use all reasonable endeavours to agree arrangements which will minimise disruption to the continued delivery of the Service to service-users and employees working within the arrangements.

#### Personnel arrangements

- 3.6 CCC and PCC shall determine the separate organisational structure needed for each Council to deliver the Services and CCC and PCC Service Directors will produce two structure charts to that effect, with graded roles clearly set out for the roles in CCC and PCC's proposed structures. These proposals will be required to have received approval from the relevant Committee of CCC and PCC (where applicable to roles at Service Director or above, prior to consultation). In addition, the proposals will require express agreement from the CCC and PCC Chief Executives (Heads of Paid Service) and the Chief Finance Officers (Section 151 Officers) in respect of the affordability of the proposals for each constituent authority, in accordance with the Officer Employment Procedure Rules of each Council. Any significant impact on roles due to termination of a Combined Team would trigger a consultation and CCC and PCC's Service Directors will work with HR teams of CCC and PCC to produce a consultation document which sets out the full details of the proposals and the appropriate statutory period of consultation will be carried out with all affected staff in the event that there is any potential for redundancy. If there is no potential redundancy a shorter consultation period may be set.
- 3.7 The HR Teams of CCC and PCC shall work together to progress the requirements set out in this section 3.7 as follows:
- 3.7.1 Establish the employing authority of the established Combined Team's members/Shared Posts;
- 3.7.2 Map the existing Combined Team's members/Shared Posts against the organisational structures required for CCC and PCC;
- 3.7.3 Where there is a role in CCC and/or PCC's new structure that is the same or broadly equivalent/comparable then existing employees in Shared Posts will be slotted into those roles in their employing authority;
- 3.7.4 Where there is an uneven split in roles between authorities, but there is a vacant role in the other Council's structure that is the same or broadly equivalent/comparable, that role will be offered to those affected as an alternative to redundancy and continuous service will be honoured for those who opt to take the role;
- 3.7.5 For the purposes of determining the moves from the Combined Team into the two separate CCC and PCC teams, and following the process set out in 3.7.1 to 3.7.4, all employees in Shared Posts who have not been slotted into a role in either CCC or PCC will be treated as being in one 'pool', therefore all will be given equal consideration for roles in either council before any vacant roles in either structure are advertised more widely to mitigate redundancies as far as possible for both Councils. Where this situation occurs, each organisation shall follow its own internal process and shall comply with its respective HR policies and procedures; and

3.7.6 Should anyone be offered and accept a role in CCC or PCC as a result of this process, they would do so on the salary and terms and conditions of employment of the new employing authority. Salary protection arrangements would not apply.

3.8 If there is a change to, or termination of, a Combined Team and/or Shared Post(s) which as a direct result of such change either CCC and/or PCC are required to materially reorganise their personnel, the Parties agree to consider the costs including redundancy costs and costs arising in relation to Shared Posts resulting directly from such change and reorganisation and the Parties shall use their reasonable endeavours to work together to ensure that such costs are minimised and in accordance with the JWA's Finance Protocol . This shall include:

3.8.1 CCC and PCC enabling in scope and 'at risk of redundancy' employees in Shared Posts to have access to apply for CCC and PCC vacancies prior to external and open advertisement candidates. CCC acknowledges that PCC is not obliged to appoint any CCC 'at risk' employees in Shared Posts where it considers it is not appropriate to do so, and vice versa;

3.8.2 CCC and PCC will give equal priority consideration to such 'at risk of redundancy' employees in Shared Posts for interview and appointment;

3.8.3 In the event that an employee in a Shared Post is not slotted into a role, no suitable alternative employment is identified, and they are therefore redundant, the employing organisation will be responsible fully for the redundancy costs; and

3.8.4 Where the termination of the JWA or a part of the JWA or a Combined Team results in a position where one or both authorities face a significant number of vacancies, or a vacancy for a key senior post, this may result in CCC and PCC agreeing to a period of extension in relation to the applicable transition workstream set out at section 2.2.3. Any period of extension to a transition workstream shall be by way of mutual agreement between the Chief Executives of CCC and PCC and the period of extension shall be proportionate and reasonable to reflect the requirements within the relevant workstream.

#### 4. DATA AND KNOWLEDGE

4.1 CCC and PCC shall, to the extent that they are entitled to do so, supply all Data to each Council in such formats and by such methods as the other Council may reasonably specify.

4.2 CCC and PCC shall provide for the transfer of all necessary knowledge reasonably required for the termination of the JWA or a part of the JWA or a Combined Team or a Shared Post(s) ("**Necessary Information**") which may, as appropriate, include information, records and documents required pursuant to the JWA and the provision of the Services.

4.3 The Necessary Information during the Termination Transfer Period which either Council shall provide to the other Council includes:

4.3.1 a list of third-party suppliers of the Services which are likely to be impacted by the termination of the JWA, part of the JWA or a Combined Team;

4.3.2 details of work in progress, including how any risks to successful completion of this work may be mitigated;

4.3.3 details of any negotiations with third-party suppliers;

4.3.4 details of any litigation, disputes, arbitration, mediations or administrative or criminal proceedings to which either Council has been a Party in connection with the Services in the 3 years prior to termination of the JWA, part of the JWA or a Combined Team;

4.3.5 details of any Customer Complaints received by either Council in the 3 years prior to termination of the JWA or part of the JWA or a Combined Team;

4.3.6 details of any insurance claims made by either Council in connection with the Services in the 3 years prior to termination of the JWA or part of the JWA or a Combined Team; and

4.3.7 details of any proceedings which have been instigated in relation to any other matter which may adversely affect either Council's ability to perform the replacement Services following termination of the JWA or part of the JWA or a Combined Team.

## **5 STAFF**

5.1 CCC and PCC shall ensure that their personnel are available to assist during the Termination Transfer Period to allow each Council to familiarise itself with the Services, to the extent necessary to enable it to deliver the Services upon termination of the JWA or part of the JWA or a Combined Team. Each Council shall provide all necessary co-operation and assistance to the other Council to facilitate this.

## **6 UNDERTAKINGS**

6.1 If either Council issues a notice of termination to the other, neither Council undertakes, during the period between the receipt of the termination notice and termination of the JWA or part of the JWA of a Combined Team, except with the prior written consent of the other Council, such consent not to be unreasonably withheld or delayed, not to:

- 6.1.1 enter into any long-term, unusual or abnormal contracts or commitments;
- 6.1.2 other than in the ordinary course of business vary the terms of any contracts with the providers of Services supplied in connection with the JWA or part of the JWA or the Combined Team;
- 6.1.3 other than in the ordinary course of business vary the terms of any contracts with either Council's sub-contractors;
- 6.1.4 permit any of its insurance policies required under this JWA to lapse or do anything which would make any such policy of insurance void or voidable;
- 6.1.5 in any way depart from the ordinary course of its day-to-day business either as regards the nature or scope or the manner of conducting the same;
- 6.1.6 release waive or modify any warranty or guarantee given by any supplier of Services supplied in connection with the provision of the JWA or part of the JWA or of the Combined Team;
- 6.1.7 cause or permit any item comprised in the records to be removed or destroyed or any programs or data on either Council's computer systems relating to the Services to be removed or deleted except for the deletion of Personal Data where required to ensure compliance with data protection legislation or for the efficient running of the computer system after satisfactory back-up codes have been made and securely stored off-site;
- 6.1.8 take any action if the reasonably foreseeable consequence would be to materially and adversely affect the operation of the Services;
- 6.1.9 other than in the ordinary course of business terminate the employment of any of its employees employed in the provision of the Services;
- 6.1.10 relocate or assign to new duties any of the employees employed in the provision of the Services;
- 6.1.11 make any other alterations to the structure or composition of the employees which are intended to, or which may preclude the application of TUPE upon the start of the replacement Services; and
- 6.1.12 other than in the ordinary course of business make any additional payments to employees outside of the terms and conditions set out in their employment contract, statute or any other contractual document.

## **7. ASSETS AND SOFTWARE**

7.1 The Parties have jointly developed the JWA's Technology Protocol which is designed to specify a Combined Team's obligations when sharing technology in pursuance of the JWA.

7.2 All assets and rights required to provide any of the Services in accordance with the JWA, including CCC and PCC's equipment, and software licences for staff members of a Combined Team and/or Shared Post will be the property of the employing authority of the staff member.

7.3 CCC and PCC shall identify which of the assets and software licences each Party shall require during the Termination Transfer Period and that are reasonably required for the termination of the JWA or a part of the JWA or a Combined Team or a Shared Post(s) which may, as appropriate, include assets and software licences required pursuant to the JWA and the provision of the Services.

7.4 Upon termination of the JWA or a Combined Team all assets provided to CCC by PCC and/or to PCC by CCC shall be returned to the respective Party.

**8. COSTS**

8.1 The Parties agree that they shall bear their own respective legal costs and expenses incurred in the preparation, execution and completion of the Exit Protocol.