

Dated this            day of

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**COTSWOLD DISTRICT COUNCIL**

**AND**

**WEST OXFORDSHIRE DISTRICT COUNCIL**

**AND**

**FOREST OF DEAN DISTRICT COUNCIL**

**AND**

**CHELTENHAM BOROUGH COUNCIL**

**AND**

**THE COUNCIL OF THE BOROUGH OF TEWKESBURY  
(NORTH GLOUCESTERSHIRE BOROUGH COUNCIL from  
date of Agreement)**

**AND**

**STROUD DISTRICT COUNCIL**

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**COLLABORATION AGREEMENT  
in relation to the Counter Fraud and Enforcement Unit**

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**THIS AGREEMENT** is made on the                      day of

**BETWEEN:**

- (1) **COTSWOLD DISTRICT COUNCIL** of Trinity Road, Cirencester, Gloucestershire, GL7 1PX ("Cotswold")
- (2) **WEST OXFORDSHIRE DISTRICT COUNCIL** of Woodgreen, Witney, OX28 1NB ("West Oxfordshire")
- (3) **FOREST OF DEAN DISTRICT COUNCIL** of Council Offices, High Street, Coleford, GL16 8HG ("FOD")
- (4) **CHELTENHAM BOROUGH COUNCIL** of Municipal Offices, Promenade, Cheltenham, GL50 9SA ("Cheltenham")
- (5) **COUNCIL OF THE BOROUGH OF TEWKESBURY (NORTH GLOUCESTERSHIRE BOROUGH COUNCIL from date of Agreement)** of Public Services Centre, Gloucester Road, Tewkesbury, Gloucestershire, GL20 5TT ("Tewkesbury")
- (6) **STROUD DISTRICT COUNCIL** of Ebley Mill, Westward Road, Ebley, Stroud, Gloucestershire, GL5 4UB ("Stroud")

(together known as the "Councils" and each as a "Council").

**BACKGROUND**

- (A) The Councils have agreed that their respective counter fraud and enforcement activities will be best achieved through a collaborative arrangement in which a Host Council provides counter fraud and enforcement services for itself and each of the other Councils.
- (B) This Agreement sets out the terms and conditions for the establishment and operation of the Services between the Councils.
- (C) This Agreement is one that establishes an 'horizontal arrangement' between public bodies which is entered into with the aim of achieving objectives that the Councils have in common in connection with the exercise of a public function which is exercised solely in the public interest pursuant to paragraph 3 of Part 1 of Schedule 2 to the Procurement Act 2023.
- (D) This Agreement is entered into pursuant to and in reliance on the exclusive rights given to Local Authorities to undertake administrative arrangements of this nature in Section 113 of the Local Government Act 1972, Section 1 of the Local Authorities (Goods and Services) Act 1970 and the regulations made under these Acts; together with the general power within Section 1 of the Localism Act 2011.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context requires otherwise:

**Agreement** means this Agreement (including all Schedules).

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Charges** means the sums payable by the Councils to the Host Council for the provision of the Services

**Chief Finance Officer** means the Section 151 Officers of a Council.

**Commencement Date** means 1 April 2025.

**Confidential Information** means any information, data and/or material of any nature which has been designated as confidential by the Councils in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, Staff and other personnel, service users and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

**Contract Term** means the term of this Agreement as set out in Clause 2.

**Data Processing Agreement** means the obligations between the Host Council and each of the Receiving Councils as set out in Schedule 2.

**Default** means any breach of the Agreement which does not amount to a Fundamental Breach.

**Direct Losses** means 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, contract or at common law.

**Dispute** means any dispute relating to or arising from the terms of this Agreement.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined under section 3(10) (as supplemented by section 205(4) of the DPA 2018) and the Data Protection Act 2018 as the same may be amended, as well as any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**EIR** means the Environmental Information Regulations 2004 and any subordinate legislation made under the Regulations from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Exit Plan** has the meaning given at Clause 15.6.

**Financial Year** means each financial accounting period of 12 months ending on the 31 March of each year.

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Fundamental Breach** means:

- (a) three or more Defaults in a six month period;
- (b) a Default which is not capable of remedy in accordance with Clause 13 (Defaults).

**Host Council** means the Council which employs the Staff and delivers the Services to the Councils under the terms of this Agreement.

**Initial Term** has the meaning given to it in Clause 2.1.

**Intellectual Property Rights** means any and all patents, inventions, trademarks, logos, service marks, domain names, registered designs, utility models, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or individual property rights whether or not registered or capable of registration and whether now or in future residing in the United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action.

**Lead Officer** means the officer of each Council appointed pursuant to Clause 7.2

**Monitoring Officer** means the Monitoring Officer from time to time of each of the Councils.

**Premises** means any office address in any of the Councils' administrative areas from which the Service are provided or to which access is required from time to time for the performance of the Services.

**Receiving Council** means each and every Council (except the Host Council) to which the Services are being provided by the Host Council.

**Services** means the counter fraud services more particularly described in the Service Specification.

**Service Specification** means the description of the Services attached at Schedule 1 and such similar services as may be agreed between the Parties from time to time.

**Service Delivery Plan:** means the plan referred to in clause 5 detailing the planned work for each year of the Contract Term.

**Staff** means those employees engaged by the Host Council in the delivery of the Services.

**Sub-Contract** means any contract or agreement, or proposed contract or agreement between the Host Council and any third party whereby that third party agrees to provide to the Host Council the Services or any part of the Services, or facilities or services necessary for the provision of the Service or any part of the Service, or necessary for the management, direction or control of the Service.

**Sub-Contractor** means the third parties that enter into a Sub-Contract with the Host Council.

**Working Day(s)** means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 references to clauses, paragraphs, recitals and Schedules are references to clauses and paragraphs of, and recitals and schedules to, this Agreement. The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules. The recitals and headings to clauses and Schedules are for convenience only and shall not affect the construction or interpretation of this Agreement;

1.2.2 a reference to a statute or a statutory provision includes a reference to:

- (a) the statute or statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and
- (b) any subordinate legislation made under the statute or statutory provision (whether before or after the date of this Agreement),

provided that any such modification, re-enactment or legislation made after the date of this Agreement does not materially change the relevant provision;

1.2.3 references to a **person** shall be construed so as to include any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality);

1.2.4 references to any gender shall include every gender, and the singular shall include the plural and vice versa;

- 1.2.5 words and expressions defined in the Companies Acts shall have the same meanings when used in this Agreement;
- 1.2.6 references to writing or written shall include any mode of reproducing words in a legible and non-transitory form;
- 1.2.7 references to a **party, Council** or the **Councils includes** any person who agrees to be bound by the provisions of this Agreement from time to time but, for the avoidance of doubt, shall not refer to any person who has ceased to have any obligations under this Agreement from time to time;
- 1.2.8 in construing this Agreement, the rule known as ejusdem generis rule shall not apply nor shall any similar rule or approach to the construction of this Agreement and accordingly general words introduced or followed by the word(s) **other** or **including** or **in particular** shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- 1.2.9 references to a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or, if there is no numerically corresponding day in the next calendar month, the last day in the next calendar month; and
- 1.2.10 where in this Agreement an individual is referred to by name or by the post they hold within their organisation, such reference shall be deemed to mean either that individual or the person from time to time holding that appointment or post or such suitably qualified person as may from time to time be nominated by that organisation.

## **2 TERM**

- 2.1 Subject to Clause 2.2 this Agreement will start on the Commencement Date and shall continue for a period of ten (10) years ("the Initial Term") unless terminated earlier in accordance with Clause 15 of this Agreement.
- 2.2 Upon the expiration of the Initial Term this Agreement may be extended for a further period or periods up to three (3) years on the same terms as set out in this Agreement unless notice is provided in accordance with Clause 15.

## **3 PRINCIPLES AND AIMS OF COLLABORATION**

- 3.1 The Councils agree to co-operate fully with each other in relation to the Services and to act at all times in such a way as to safeguard and further the common interests of the Councils in respect of the Services.
- 3.2 The Councils agree to co-operate as follows:
- 3.2.1 to work together in the operation of the Services;
- 3.2.2 where appropriate, harmonising administrative and other relevant policies, procedures and structures;
- 3.2.3 developing and sharing resources where appropriate; and
- 3.2.4 developing and sharing any other common facilities.
- 3.3 The Host Council agrees that the following aims apply to the provision of the Services:
- 3.3.1 produce real and demonstrable savings for Councils from intelligence based counter fraud and enforcement activity.

- 3.3.2 pursue criminals with an effective, self-sufficient and robust counter fraud and enforcement team, which can operate locally with partners or with third parties and other public bodies.
- 3.3.3 continue to operate and adapt to any reorganisation, restructure or political change.
- 3.3.4 fight local fraud by matching datasets across all demographics.
- 3.3.5 fight regional fraud by legally exchanging data.

#### **4 DATA PROCESSING**

- 4.1 The Host Council shall comply with the Data Processing Agreement and obligations set out in Schedule 3.

#### **5 THE SERVICES**

- 5.1 Cotswold will act as the Host Council from the Commencement Date in respect of all aspects of the delivery of the Services.
- 5.2 Following consultation with each Council's Lead Officer, by no later than the end of February each year the Host Council shall submit to each Council a Service Delivery Plan for approval by each Council by the end of March in readiness for the start of each financial year.
- 5.3 The Host Council shall provide the Services:
  - 5.3.1 in accordance with this Agreement including the Service Specification; and
  - 5.3.2 with all the skill, care and diligence to be expected of a competent local authority carrying out the Services.
- 5.4 The Host Council shall provide a quarterly update against planned work in the Service Delivery Plan, identifying significant changes or any failure to meet targets or objectives identified in the said Plan.
- 5.5 With the prior approval of the Partnership Board, the Host Council may provide services similar to the Services to third parties such as local authorities and social housing providers where permitted by law provided that
  - i) these new services do not cause the Councils to be in breach of the requirements of paragraph 3(3) to Part 1 of Schedule 2 to the Procurement Act 2023
  - ii) in doing so there shall be no adverse effect on the provision of the Services to the Councils.

- 5.6 Should there be an adverse effect on the provision of the Services to the Councils provided to third parties pursuant to clause 5.5, without prejudice to the Councils rights under this Agreement, the Partnership Board may require the Host Council to terminate or modify the services provided to third parties

#### **6 APPLICATION OF SECTION 113 LOCAL GOVERNMENT ACT 1972**

- 6.1 Each Council agrees that where the Staff are engaged on work for that Council as a Receiving Council the provisions of Section 113 Local Government Act 1972 will apply and that the Staff will be placed at the disposal of the Receiving Council, with their agreement, for the purposes of the Receiving Council's functions and such Staff shall be treated at all times as an officer of the Receiving Council whilst so engaged. The Councils shall use an agreed Section 113 Agreement for each Receiving Council and each Staff member.

- 6.2 The Host Council confirms that they have duly consulted such employees prior to placing them at the Receiving Council's disposal and that such employees will remain employees of the Host Council for all relevant purposes.
- 6.3 The Councils acknowledge that there is no intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 will apply in relation to this Agreement or that there should be any movement of staff between the Councils unless specifically agreed following any necessary consultation.

## **7 GOVERNANCE**

- 7.1 The Councils agree that that the Partnership Board, made up of the Chief Finance Officers shall meet twice a year (or as otherwise agreed between the Councils) at such time and place as shall be agreed between the Councils with the purpose of budget and resourcing oversight, strategic policy and performance management in respect of the Services and any other issues in respect of this Agreement.
- 7.2 Each Council's Chief Finance Officer shall be the Lead Officer for their Council and shall be empowered to act on behalf of that Council under this Agreement.

## **8 FINANCIAL ARRANGEMENTS**

- 8.1 The proposed financial arrangements for the Services will be prepared by the Host Council and presented to each Council annually by no later than the end of November in each year. These financial shall include the Charges payable by each Council to the Host Council for the following Financial Year
- 8.2 Following receipt of the proposed financial arrangements pursuant to clause 8.1, each Council shall notify the Host Council whether they approve the proposed financial arrangements by the end of February of each year in readiness for the start of each Financial Year. If a Council does not approve the financial arrangements then the provisions of Clause 19 (Disputes) shall apply and the previous Financial Year's financial arrangements will continue until the dispute resolution process has been completed or the end of the Financial Year for which the financial arrangements have not been approved or otherwise agreed or determined whichever is the sooner.
- 8.3 The Councils shall promptly pay the Charges and any other money properly due in accordance with this Agreement to the Host Council quarterly in advance and the Host Council shall invoice each Council accordingly.
- 8.4 The Councils agree that the Host Council will be responsible for managing the budget of the Services and accounting for income and expenditure.
- 8.5 A full audit trail of income and expenditure relating to the Services shall be kept by the Host Council.
- 8.6 The financial arrangements shall each be reviewed annually by the Partnership Board and, if deemed reasonably necessary by the Councils (acting reasonably), revised and agreed in writing by the Councils.

## **9 MONITORING OF THE SERVICES**

The Host Council shall provide and share such information (in such format as is agreed between the Councils) as is reasonably necessary and on such frequency as is reasonably required to enable the Receiving Councils at a meeting of the Partnership Board to review the overall delivery and operation of the Services.

## **10 EQUIPMENT**

- 10.1 The Host Council shall provide all equipment and assets which are necessary for the provision of the Services at the Commencement Date (such equipment and assets being the "Host Council Equipment").



10.2 The Host Council Equipment shall remain the property of the Council which provided it at all times including upon termination or expiry of this Agreement.

10.3 The Host Council shall keep and maintain the Host Council Equipment in good repair and condition as is necessary for the proper and satisfactory provision of the Services.

## **11 INTELLECTUAL PROPERTY**

11.1 Each Council grants to the other or shall procure the grant to the other of a non-exclusive, royalty-free, worldwide, irrevocable, freely assignable, perpetual licence of any Intellectual Property owned by that Council or licensed to it which is necessary or desirable for the effective and efficient operation of the Services. Ownership of such Intellectual Property shall not be affected by this Agreement and accordingly, to the extent that such Intellectual Property exists at the Commencement Date, ownership of it shall remain with the Council which owns it at that date.

11.2 All Intellectual Property created after the Commencement Date and during the term of this Agreement which is wholly or substantially connected with the Services shall be owned by the Councils jointly and each Council undertakes that it will, at its own cost, execute such further documents and do such acts as may be necessary for securing, confirming or vesting right, title and interest in such Intellectual Property in the other Councils.

## **12 PREMISES**

12.1 The Councils agree that the Services are to be provided from the premises of each Council and each Council accordingly undertakes to make available to the Staff all necessary accommodation, working space and facilities including meeting rooms as shall be necessary for the proper performance of the Services.

12.2 Each Council hereby grants a licence to the Host Council to occupy a specified area as accommodation working space and facilities, as agreed prior to occupation, and agrees to permit the Host Council to utilise free of charge such associated services and facilities as are necessary for the delivery of the Services .

12.3 The Councils shall use reasonable endeavours to avoid or minimise any disruption to the other Council's operations for the duration of the Agreement.

12.4 The Councils shall (so far as is reasonably practicable) commit such non-monetary resources and assistance and in-kind support (including staff time of those of their respective staff who are not engaged in the provision of the Services) as shall be reasonably requested by the Host Council from time to time.

## **13 DEFAULTS**

13.1 If any of the Councils commit a Default then they shall as soon as reasonably practicable notify the other Councils in writing and take such steps as are necessary to rectify the Default.

13.2 If the Default has not been rectified within thirty (30) Working Days to the reasonable satisfaction of the other Councils then the matter shall be referred to the relevant Lead Officers unless the Councils agree a longer period.

13.3 The Councils shall use reasonable endeavours to resolve the Default through the Lead Officers.

13.4 If the Councils cannot resolve the Default within a reasonable time any of the Councils may escalate the matter for resolution through their Chief Finance Officers in accordance with Clause 19 (Disputes).

## **14 WITHDRAWAL AND CHANGE OF HOST COUNCIL**

14.1 A Council may withdraw from this Agreement by giving to the other Councils not less than 12 months' notice to expire on 31 March .

- 14.2 Where notice under 14.1 is given the Partnership Board shall meet to consider the financial arrangements and resourcing implications and agree appropriate action.
- 14.3 The Host Council may cease to act as Host Council by giving to the other Councils not less than 18 months' notice to expire on 31 March
- 14.4 Where notice under 14.3 is given the Partnership Board shall meet to consider the appointment of another Host Council or such other arrangements to ensure the continuation of the provision of the Services

## **15 TERMINATION OF THIS AGREEMENT**

- 15.1 This Agreement shall terminate on the expiry of the Initial Term unless extended by prior agreement between the relevant parties in accordance with clause 2.2.
- 15.2 Any Council may terminate this Agreement by serving notice immediately at any time upon another Council committing a Fundamental Breach of this Agreement. Such a notice can only be served when the process set out in Clause 13 has been exhausted.
- 15.3 In the event of any Council not approving the financial arrangements set out in clause 8.2 and which are not subsequently agreed or determined by the dispute resolution process, this Agreement will terminate at the end of the Financial Year for which the financial arrangements have not been approved or otherwise agreed or determined.
- 15.4 This Agreement may be terminated by the mutual consent of all of the Councils on a date mutually agreed between the Councils.
- 15.5 Where by reason of any change in law or other reason not attributable to the fault of the Councils a Council is prohibited or prevented from giving effect to their obligations under this Agreement, any Council may terminate this Agreement so as to avoid that Council from breaching legislative or otherwise binding obligations upon it by giving written notice to the other Councils effective upon receipt , specifying the date upon which the termination should take effect, provided that the terminating Council has first entered into discussion in good faith with the other Councils and used all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this Agreement may be fulfilled by other means
- 15.6 Upon termination the Partnership Board shall cooperate in good faith to agree an 'Exit Plan' setting out how the arrangements considered in this Agreement will be ended and which shall be in accordance with the following agreed principles:
- 15.6.1 ensuring continuation and quality of service delivery and the options available for the continuation of the delivery of the Services;
  - 15.6.2 the minimising of the costs to the Councils of exiting or terminating this agreement;
  - 15.6.3 the identification of critical timescales and issues as appropriate with proposals to address them;
  - 15.6.4 liabilities relating to the Services shall be, in the absence of specific agreed alternatives or provision in this Agreement, shared and/or borne by the Councils equally.

## **16 CONSEQUENCES OF TERMINATION**

- 16.1 All liabilities under Clause 18 shall survive the termination of this Agreement.

- 16.2 In the event of termination of this Agreement under Clause 15.2 any Direct Losses of the Councils arising out of such termination shall be borne by the Council that has committed the Fundamental Breach of this Agreement.
- 16.3 In the event of termination of this Agreement under Clause 15.2 any of the Councils shall also be at liberty to pursue all remedies available to them at law.
- 16.4 In the event of termination of this Agreement under Clause 15.3, 15.4 or 15.5, the costs and losses of such termination shall be borne by the Councils in such proportions as they shall (acting reasonably) mutually agree and in the event of dispute shall be referred to dispute resolution as set out in Clause 19. each Council shall bear its own costs and losses as a result of such termination provided that if any Council has not entered into discussions in good faith with the other Councils and/or not used all reasonable endeavours to negotiate a solution with the other Councils, whereby the intent and purpose of this agreement may be fulfilled by other means, that Council shall indemnify the other Councils against all Direct Losses (which the other Councils shall take all reasonable steps to mitigate) incurred by the other Councils as a result of such termination.
- 16.5 In the event of termination of this Agreement under Clause 15.4 each Council shall bear its own losses as a result of such termination.
- 16.6 In the event of termination of this Agreement under Clause 15.5 each Council shall bear its own losses.

## **17 INSURANCE**

- 17.1 The Host Council shall take out and maintain or procure the taking out and maintenance of the following insurances and any other insurance as may be required by law to cover the activities of the Services:
- 17.1.1 Public liability insurance in the sum of £10M;
  - 17.1.2 Employers liability insurance in the sum of £5M; and
  - 17.1.3 Professional indemnity insurance in the sum of £5M.
- 17.2 Each Council shall, at its own cost, take out and maintain or procure the taking out and maintenance of insurance to cover the use of its Premises by the Host Council and the Staff.
- 17.3 All Host Council Equipment shall be insured by the Host Council.
- 17.4 No Council shall take any action or fail to take any reasonable action or (insofar as it is reasonably within its power) allow anything to occur (including a failure to disclose any fact) which would entitle any insurer to refuse to pay any claim under an insurance policy in which that Council is assured, a co-insured or an additional person or which may make such a claim wholly or partly repayable.
- 17.5 Each Council shall provide to the others on request:
- 17.5.1 Copies of insurance policies required to be maintained under this Clause 17; and
  - 17.5.2 Evidence that the premiums under all insurances have been paid and that the insurances are in full force and effect in accordance with the requirements of this Clause 17.

## **18 INDEMNITIES AND LIABILITIES**

- 18.1 Subject to the following provisions of this clause, each Council shall be responsible to the other Councils for and shall promptly make good all losses, damages, costs, expenses, liabilities, claims or proceedings suffered by the other as a result of any Default that the Council at fault commits.
- 18.2 A Council that suffers loss as a result of another Council's Default must:

- 18.2.1 in consultation with the defaulting Council, take such steps as are reasonable in order to mitigate its loss;
  - 18.2.2 promptly notify the defaulting Council of any claim or liability;
  - 18.2.3 allow the defaulting Council (if it so requests) to conduct and control (at the defaulting Council's sole expense) the defence of any claim and any related settlement negotiations; and
  - 18.2.4 afford the other defaulting Council all reasonable assistance (at the Defaulting Council's sole expense) and make no admission prejudicial to the defence of such claim.
- 18.3 Except in respect of fraud or of death or personal injury caused by the negligence of the Council at fault (for which no limitation applies) no Council shall be liable to any other Council for any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of:
- 18.3.1 any representation (unless fraudulent); or
  - 18.3.2 any implied warranty, condition or other term; or
  - 18.3.3 any duty at common law; or
  - 18.3.4 any express term of this Agreement.
- 18.4 Except in respect of death or personal injury caused by the negligence of the Council at fault (for which no limitation applies) the entire liability of each Council under or in connection with this contract shall not exceed the Charges payable by the Council in question for the Services in respect of the Financial Year in which such liability arose.

## **19 DISPUTES**

- 19.1 The Councils shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:
- 19.1.1 the Dispute shall be referred to the Lead Officers of the disputing Councils
  - 19.1.2 if the Dispute cannot be resolved to the satisfaction of the Councils by the Lead Officers within fourteen (14) days after the Dispute has been referred in writing to the Lead Officers, the Dispute may be referred, by any Council, to the Partnership Board for resolution;
  - 19.1.3 if the Dispute cannot be resolved to the satisfaction of the Councils by the Partnership Board within fourteen (14) days after the Dispute has been referred in writing to the Partnership Board, the Dispute may be referred, by any Council, to the Chief Executives / Heads of Paid Service of the disputing Councils for resolution;
  - 19.1.4 if the Dispute cannot be resolved by the Chief Executives / Heads of Paid Service within fourteen (14) days after the Dispute has been referred in writing, any Council may give notice to the other Council in writing ("Dispute Notice") that a Dispute has arisen.
- 19.2 Within twenty-one (21) days of receipt of the Dispute Notice the disputing Councils may attempt to resolve the Dispute by mediation in accordance with Clause 19.3.
- 19.3 If the disputing Councils have failed to agree on a resolution, any Council may refer any Dispute for mediation pursuant to this Clause 19.3. No Council may commence any court proceedings / arbitration in relation to any Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated or the relevant Council has failed to participate in the mediation, provided

that the right to issue proceedings is not prejudiced by a delay. The following provisions shall apply to any such reference to mediation:

- 19.3.1 the reference shall be a reference under the Model Mediation Procedure (MMP) of the Centre for Effective Dispute Resolution (CEDR) for the time being in force;
- 19.3.2 the Councils shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and provide all such information or documents as CEDR or the mediator may reasonably require to give effect to such mediation, including entering into an agreement in, or substantially in, the form of CEDR's Model Mediation Agreement for the time being in force; and
- 19.3.3 to the extent not provided for by such agreement of the MMP:
  - (a) the mediation shall commence by a Council serving on the others written notice setting out, in summary form, the issues in dispute and calling on the other Councils to agree the appointment of a mediator; and
  - (b) the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Councils or, in default of agreement, appointed by CEDR.

- 19.4 Should the mediation fail, in whole or in part, any of the Councils may, upon giving written notice, and within twenty eight (28) days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless the Councils have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), as amended, which Rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be England and Wales
- 19.5 Without prejudice to any rights to seek redress in court, the Host Council shall continue to provide the Services and the Councils shall continue to perform their obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this Clause 18.

## **20 CONFIDENTIALITY**

- 20.1 Each Council undertakes to the other Councils that neither it nor any of its sub-contractors will at any time after the date of this Agreement (save as required by Law or by order of a Court of competent jurisdiction or any other relevant regulatory authority or as expressly permitted to be disclosed) use any Confidential Information (other than for the purposes of this Agreement) or disclose or divulge any Confidential Information to any person (other than to officers or employees of the Councils) and that it shall use its best endeavours to prevent such use or publication or disclosure of any Confidential Information by any other person.
- 20.2 Except to the extent set out in this Clause 20, or where disclosure is expressly permitted elsewhere in this Agreement, each Council shall:
  - 20.2.1 treat the other Councils' Confidential Information as confidential; and
  - 20.2.2 not disclose the other Councils' Confidential Information to any other person without the owner's prior written consent.
- 20.3 Clause 20.1 shall not apply to the extent that:
  - 20.3.1 such information was in the possession of the Council making the disclosure, without obligation of confidentiality, prior to its disclosure;
  - 20.3.2 such information was obtained from a third party without obligation of confidentiality;

20.3.3 such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or

20.3.4 such information was independently developed without access to the other Councils' Confidential Information.

20.4 Each Council may only disclose Confidential Information to its employees who are directly involved in the provision of the Services and who need to know the information for the purposes of the Service. Each Council shall ensure that such employees are aware of, and comply with, these confidentiality obligations.

## **21 DATA PROTECTION**

21.1 Subject to the Data Processing Agreement each Council agrees that in relation to any personal data (as defined in the Data Protection Legislation) it holds in relation to this Agreement it will comply, as a data controller if necessary, with the Data Protection Legislation including:

21.1.1 the data protection principles listed in the Data Protection Legislation;

21.1.2 requests from data subjects in respect of their rights under the Data Protection Legislation; and

21.1.3 the requirements relating to notification to the Information Commissioner by data controllers under Part 11 of the Data Protection Legislation.

21.2 Each Council agrees that if it acquires personal data from the other Councils in connection with this Agreement it will:

21.2.1 only undertake processing of such personal data where it is reasonably required in connection with the performance of its obligations under this Agreement;

21.2.2 not disclose such personal data to any third party other than:

(a) a disclosure on terms substantially the same as and no less stringent than those required by this Clause, to its employees, agents and contractors to whom such disclosure is reasonably necessary in connection with the performance of its obligations under this Agreement; or

(b) as required by court order;

21.2.3 bring into effect and maintain all technical and organisational measures to prevent unauthorised or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data including taking reasonable steps to ensure the reliability of staff having access to the personal data; and

21.2.4 where there is a lawful basis for that disclosure.

21.3 Nothing in this Agreement requires either Council to disclose any information to another party if that Council considers that to do so would be in breach of the Data Protection Legislation.

## **22 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004**

22.1 Each Council acknowledges that the others are subject to the requirements of the FOIA and EIR and shall where reasonable assist and co-operate to enable the other Councils to comply with these information disclosure obligations.

- 22.2 Where a Council receives a request for information under the FOIA or EIR in relation to information which it is holding on behalf of the other Councils in relation to the Service, it shall (and shall procure that its sub-contractors shall) :
- 22.2.1 transfer the request for information to the other Council as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
  - 22.2.2 provide the other Council with a copy of all information in its possession or power in the form that the authority requires within ten (10) Working Days (or such longer period as the authority may specify) of the Council requesting that information; and
  - 22.2.3 provide all necessary assistance as reasonably requested by the other Council to enable the Council to respond to a request for information within the time for compliance set out in the FOI or EIR.
- 22.3 Where a Council receives a request for information under the FOIA or EIR which relates to the Agreement or the Service, it shall inform the other Council of the request for information as soon as practicable after receipt and in any event at least two (2) Working Days before disclosure and shall use all reasonable endeavours to consult with the other Councils prior to disclosure and shall consider all representations made by the other Councils in relation to the decision whether or not to disclose the information requested.
- 22.4 Each of the Councils shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or EIR:
- 22.4.1 is exempt from disclosure;
  - 22.4.2 is to be disclosed in response to a request for information.
- 22.5 Each of the Councils acknowledges that the other Councils may be obliged under the FOIA or EIR to disclose information:
- 22.5.1 without consulting with the other Councils where it has not been practicable to achieve consultation; or
  - 22.5.2 following consultation with the other Councils and having taken their views into account.

## **23 WAIVER AND SEVERABILITY**

- 23.1 A failure or delay in exercising any rights, powers or privileges under this Agreement will not operate as a waiver of them. The single or partial exercise of any right, power or privilege does not prevent any other exercise of it or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise). Any waiver of a breach of this Agreement is not to be effective unless given in writing signed by the Council waiving its entitlement. No waiver is to be deemed a waiver of any subsequent breach or default nor is it to affect the other terms of this Agreement.
- 23.2 The receipt of money does not prevent the Councils receiving it questioning the correctness of the amount or any other statement in respect of the money.
- 23.3 If any term of this Agreement is illegal, void or unenforceable the remainder of this Agreement will continue in force as though that term had not been included in it.

## **24 CONFLICTS OF INTEREST**

- 24.1 If any situation arises where there is an actual or potential conflict of interest or a perceived conflict of interest between the Councils or any of the Officers of the Councils then such conflict of interest shall be drawn to the attention of the Monitoring Officer of the relevant Council, in writing, specifying the details of the actual, potential or perceived conflict.

- 24.2 Upon receipt of written notice of such a conflict the Monitoring Officer shall advise the Monitoring Officers of the other Councils and each Monitoring Officer shall:
- 24.2.1 consider the position in relation to their own Council;
  - 24.2.2 notify the Lead Officers of the circumstances of the conflict;
  - 24.2.3 prepare recommendations for consideration by the Chief Finance Office Group as to how such a conflict may be managed or avoided or other appropriate action with a view to ensuring that Officers or the Councils are not compromised in performing their functions;
- 24.3 The Host Council shall keep a record on behalf of the Chief Finance Office Group specifying the details of all actual, potential or perceived conflicts of interest and how each one was managed or resolved.

## **25 ENTIRE AGREEMENT**

- 25.1 This Agreement sets out the whole agreement between the Councils in relation to the Services. It supersedes the existing arrangements and invalidates all other commitments, representations and warranties relating to its subject matter which any of the Councils has made orally or in writing.
- 25.2 Each of the Councils warrants that it has not entered into this Agreement on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this Clause 25 excludes any liability for fraudulent misrepresentation).

## **26 EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE**

- 26.1 Nothing in this Agreement is to require any Council to act in any way which is inconsistent with its obligations as a Local Authority.
- 26.2 Each Council subject to Clause 26.1 shall do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

## **27 NO PARTNERSHIP OR AGENCY**

- 27.1 Nothing in this Agreement is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other legislation concerning partnerships or limited liability partnerships.
- 27.2 No Council shall hold itself out as the agent of the other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

## **28 THIRD PARTIES**

- 28.1 This Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to this Agreement.

## **29 VARIATIONS**

- 29.1 Any variations to this Agreement shall only be effective where agreed in writing by all of the Councils.
- 29.2 No consents to any variation to this Agreement are required from any person who is not party to this Agreement.

## **30 ASSIGNMENT AND SUBCONTRACTING**

- 30.1 No Council may transfer, assign or pledge its rights or obligations under this Agreement.



30.2 The Host Council may subcontract any of its obligations under this Agreement with the consent of the other Councils (such consent not to be unreasonably withheld or delayed) but the Host Council is to be liable for the performance of its subcontractors

**31 GOVERNING LAW AND ENFORCEMENT**

31.1 The formation, construction, performance, validity and all aspects of this Agreement are to be governed by English law and subject to where provided otherwise under Clause 19 the Councils agree to submit to the exclusive jurisdiction of the courts of England and Wales.

31.2 The rights and remedies given by this Agreement are cumulative and do not exclude any other rights or remedies given by law or under this Agreement.

**32 NOTICES**

32.1 Notices or other communications under this Agreement will be duly served if given by and sent to the Lead Officer of each of the Councils to be served in accordance with the following table with the date of service and method of proof being as set out in it:

<b>Method of service</b>	<b>Date of service</b>	<b>Proof of service</b>
Personal delivery to the Lead Officer	Day of delivery	Proof of handing to the Lead Officer
Personal delivery of a letter addressed to the Lead Officer at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the Lead Officer at the address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within twenty one (21) days of posting.

32.2 Each Council’s address for service is the address set out at the start of this Agreement or such other address as it notifies to the other in writing.

32.3 The Lead Officer for the receipt of notices under this Agreement is the Section 151 Officer of each Council or such other person as that Council nominates by written notice to the others.

**IN WITNESS** whereof the Councils hereto have executed this Agreement as a Deed the day and year first written

**The Common Seal of** )  
**Cotswold District Council** )  
 was affixed to this Deed in the )  
 presence of and attested by: )

**Authorised Signatory**

**The Common Seal of** )  
**West Oxfordshire District Council** )  
was affixed to this Deed in the )  
presence of and attested by: )

**Authorised Signatory**

**The Common Seal of** )  
**Forest of Dean District Council** )  
was affixed to this Deed in the )  
presence of and attested by: )

**Authorised Signatory**

Executed as a Deed by )  
**THE COMMON SEAL of CHELTENHAM** )  
**BOROUGH COUNCIL** being affixed hereto and )  
authenticated by the undermentioned person )  
authorised by the Council to act for that purpose: )

**Authorised Signatory**

**THE COMMON SEAL of COUNCIL** )  
**OF THE BOROUGH OF TEWKESBURY** )  
**(NORTH GLOUCESTERSHIRE BOROUGH COUNCIL)** )  
was hereto affixed In the presence of: )

**Authorised Signatory**

**THE COMMON SEAL of STROUD DISTRICT** )  
**COUNCIL** being affixed hereto and )  
authenticated by the undermentioned person )  
authorised by the Council to act for that purpose:)

**Authorised Signatory**

## SCHEDULE 1 – SERVICE SPECIFICATION

### 1. GENERAL DUTIES

- 1.1. To provide a Counter Fraud and Enforcement Service to the Client (and the Council's and Client's data processors) by way of Counter Fraud and Enforcement Unit Officer(s) which could include all or some of the general duties listed at 1.1 and any further activities which the parties agree which are associated with the general duties:
1. To deter proactively, prevent and detect fraud, corruption, misuse of public funds, bribery and theft within or against the Client.
  2. To provide proactive fraud drives and reactive investigatory work to promote income generation, loss avoidance and to act as a deterrent.
  3. To undertake internal disciplinary or code of conduct investigations.
  4. To consider reputational damage and the public interest test when investigating any instances of fraud, corruption, bribery or theft.
  5. To investigate and gather evidence in relation to alleged criminal actions relating to fraud, regulatory offences or other criminal matters within the remit of a Council Officer in accordance with the Criminal Procedures and Investigations Act 1996 (CPIA).
  6. To conduct interviews under caution when appropriate in accordance with the Police and Criminal Evidence Act 1984 (PACE).
  7. To undertake any surveillance operation or obtaining any communications data, adhering to the Regulation of Investigatory Powers Act 2000 (RIPA) and the Investigatory Powers Act 2016.
  8. To undertake verification and tracing activities in relation to applications for services for example housing, grants etc. or debt recovery.
  9. To report to the appropriate Statutory Officer, Senior Officer(s) (Director or equivalent) for decisions in relation to legal proceedings.
  10. To enable the Council to apply appropriate sanctions, to include criminal proceedings, and to assist in the recovery of losses in accordance with the Council's Policies and Procedures.
  11. To prepare Civil and/or Criminal Witness Statements and appropriate Civil/Criminal paperwork for the Council and the Client's Lawyers.
  12. To attend and present evidence in the Courts, Tribunals or other as a witness for the Client.
  13. To provide recommendations to inform Policy, system and internal control improvements.
  14. To provide fraud awareness or other appropriate training and updates for staff as requested.
  15. To publicise successes where appropriate.
  16. To keep records of all cases and of all sanctions imposed and provide regular reports.
  17. To ensure clear reporting protocols with the Client's External Auditors, Internal Auditors and the Client's appropriate governance groups and Committees.

18. The Counter Fraud and Enforcement Unit Officer(s) will perform the services with due diligence, skill and care in a good and professional manner and in accordance with legislative requirements.
19. In addition to the general duties, the Counter Fraud and Enforcement Unit can undertake other tasks requested by the Council including but not limited to the specific duties listed.

## SCHEDULE 2– DATA PROCESSING AGREEMENT

### DEFINITIONS

**Authority:** means either Cheltenham Borough Council, Forest of Dean District Council, Stroud District Council, Tewkesbury Borough Council or West Oxfordshire District Council as the context requires.

**Host Authority:** means the Authority acting as Host Council under the terms of this Agreement.

**Controller:** has the meaning set out in the Data Protection Legislation.

**Data Subject:** an individual who is the subject of Personal Data.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor or Controller under this Agreement and/or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach

**Personal Data Breach:** has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Authority is the Controller and in relation to which the Host Authority is providing services under this Agreement.

**Personal Data:** has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Authority is the Data Controller and in relation to which the Host Authority is providing services under this Agreement.

**Processing and process:** have the meaning set out in the Data Protection Legislation.

**Processor:** has the meaning set out in the Data Protection Legislation.

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

### DEFINITIONS

#### 1. Obligations of the Processor

- 1.1. The Authority and the Host Authority acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Host Authority is the Processor of any Personal Data.
- 1.2. The Host Authority shall process the Personal Data provided by the Controller only to the extent, and in such a manner, as is necessary for the purposes specified in the Appendix to this Schedule and in accordance with the Authority's instructions from time to time and shall not process the Personal Data for any other purpose. The Host Authority will keep a record of any processing of Personal Data it carries out on behalf of the Authority.
- 1.3. The Host Authority shall promptly comply with any request from the Authority requiring the Host Authority to amend, transfer or delete the Personal Data.
- 1.4. In the event that the Host Authority is required to collect Personal Data on behalf of the Authority, the Host Authority shall only collect Personal Data via a suitable form approved by the Authority in advance of its use which will contain a privacy notice informing the Data Subject of the identity of the Controller and the Processor, the identity of any data protection representative it may have appointed, the purpose or purposes for which the Data Subject's Personal Data will be processed and any other

information required under the Data Protection Legislation and any other information which is deemed necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair. The Host Authority shall not modify or alter the form in any way without the prior written consent of the Authority.

- 1.5. If the Host Authority receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation, it shall immediately notify the Authority and it shall provide the Authority with full co-operation and assistance in relation to any such complaint, notice or communication including providing the Authority with full details and copies of the complaint, communication or request and providing such assistance in a timely manner so as the Authority can comply within the timescales set out in the Data Protection Legislation;
- 1.6. At the Authority's request, the Host Authority shall provide the Authority with a copy of all Personal Data held by it in the format and on the media reasonably specified by the Authority.
- 1.7. The Host Authority shall not transfer the Personal Data outside the UK without the prior written consent of the Authority.
- 1.8. The Host Authority will promptly and without undue delay notify the Authority if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Host Authority will restore such Personal Data within its control at its own expense.
- 1.9. The Host Authority will immediately and without undue delay notify the Authority if it becomes aware of:
  - a) any accidental, unauthorised or unlawful processing of the Personal Data; or
  - b) any Personal Data Breach.
- 1.10. Where the Host Authority becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Authority with the following information:
  - a) description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;
  - b) the likely consequences; and
  - c) description of the measures taken, or proposed to be taken, to address (a) and/or (b), including measures to mitigate its possible adverse effects.
- 1.11. Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The Host Authority will reasonably co-operate with the Authority in the Authority's handling of the matter, including:
  - a) assisting with any investigation;
  - b) providing the Authority with physical access to any facilities and operations affected;
  - c) facilitating interviews with the Host Authority's employees, former employees and others involved in the matter;
  - d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Authority; and

- e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 1.12. The Host Authority will not inform any third party of any Personal Data Breach without first obtaining the Authority's prior written consent, except when required to do so by law.
- 1.13. The Host Authority agrees that the Authority has the sole right to determine:
- a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Authority's discretion, including the contents and delivery method of the notice; and
  - b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 1.14. The Host Authority will cover all reasonable expenses associated with the performance of the obligations under clause 1.9 and clause 1.11 unless the matter arose from the Authority's specific instructions, negligence, wilful default or breach of this Agreement, in which case the Authority will cover all reasonable expenses.
- 1.15. The Host Authority will also reimburse the Authority for actual reasonable expenses that the Authority incurs when responding to a Personal Data Breach to the extent that the Host Authority caused such a Personal Data Breach, including all costs of notice and any remedy as set out in clause 1.13.
- 1.16. The Host Authority will at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data, and periodically review such measures to ensure they remain current and complete.
- 1.17. The measures under 1.16 above will be implemented so as to ensure a level of security appropriate to the risk involved including as appropriate:
- a) the pseudonymisation and encryption of personal data;
  - b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
  - d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

## **2. The Host Authority's Employees**

- 2.1. The Host Authority shall ensure that access to the Personal Data is limited to:
- a) those employees who need access to the Personal Data to meet the Host Authority's obligations under this Agreement; and
  - b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- 2.2. The Host Authority shall ensure that all employees:



- a) Do not process Personal Data except in accordance with this Agreement and particularly the appendix to this Schedule
  - b) are informed of the confidential nature of the Personal Data;
  - c) have undertaken adequate training in the laws relating to and the use, care, protection and handling of Personal Data; and
  - d) are aware both of the Host Authority's duties and their personal duties and obligations under such laws and this Agreement.
- 2.3. The Host Authority shall take reasonable steps to ensure the reliability of any of the Host Authority's employees who have access to the Personal Data.

### **3. Rights of the Data Subject**

- 3.1. The Host Authority shall notify the Authority within 1 working day if it
- a) Receives a request from a Data Subject for access to that person's Personal Data.
  - b) Receives a request to rectify, block or erase any Personal Data;
  - c) Receives any other request, complaint or communication relating to either party's obligations under Data Protection Legislation
- 3.2. The Host Authority shall provide the Authority with full co-operation and assistance in relation to any request made in accordance with clause 3.1.
- 3.3. The Host Authority shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Authority or as provided for in this Agreement.

### **4. Rights of the Authority**

- 4.1. The Authority is entitled, on giving at least 2 days' notice to the Host Authority, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Host Authority.
- 4.2. The requirement under clause 4.1 to give notice will not apply if the Authority believes that the Host Authority is in breach of any of its obligations under this Agreement.
- 4.3. The Host Authority shall notify the Authority within 1 working day if it;
- a) Receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - b) Receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law.
- 4.4. The Host Authority shall provide such assistance as is reasonably requested by the Authority to enable the Authority to;
- a) comply with a Data Subject Access Request and do so within the timescales set out in the Data Protection Legislation; or
  - b) Review and answer with any request for information from the Information Commissioner's Office or other third party following a Data Loss Event; or
  - c) answer any request from the Information Commissioner's Office or any consultation by the Authority with the Information Commissioner's Office.

### **5. Warranties**

- 5.1. The Host Authority warrants that:
- a) it will process the Personal Data in compliance with all the Data Protection Legislation and all applicable laws, enactments, regulations, orders, standards and other similar instruments; and

b) it will take appropriate Protective Measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data.

5.2. The Host Authority shall notify the Authority immediately if it becomes aware of any advance in technology and methods of working which mean that the Authority may want to consider revising its security measures.

## **6. Appointment of sub-Contractors**

6.1. Before allowing any Sub-Contractors to process any Personal Data related to this Agreement, the Host Authority must:

- a) Notify the Authority in writing of the intended Sub-Contractor and Processing;
- b) Obtain the written consent of the Authority
- c) Enter into a written agreement with the Sub-Contractor which give effect to the terms of this Schedule such as they apply to the Sub-Contractor; and
- d) Provide the Authority with such information about the Sub-Contractor as the Authority may reasonably require.

6.2. The Host Authority shall remain fully liable for all acts and omissions of any Sub-Contractor

## **7. Return or Destruction of Personal Data on Termination**

7.1. On any termination of this agreement for any reason or on expiry of the Term the Host Authority shall as soon as reasonably practicable return or destroy (as directed in writing by the Authority) all Personal Data provided to it by the Authority or collected by the Host Authority on behalf of the Authority in connection with this Agreement.

7.2. If the Authority elects for destruction rather than return of the materials under clause 7.1 above, the Host Authority shall as soon as reasonably practicable ensure that all copies of the Personal Data are deleted from the Host Authority's systems and paper copies destroyed and within 7 days of the destruction of the Personal Data, shall send a written notice to the Authority confirming the destruction of the Personal Data.

## Appendix - Purposes for which Personal Data shall be Processed

All data will be processed in accordance with the six principles of the Data Protection Act 2018. In summary, personal data for law enforcement purposes must be:

- (i) processed lawfully and fairly;
- (ii) obtained and held only for the purposes specified, which must be explicit, legitimate and not processed in a manner incompatible with the law enforcement purpose for which it was collected;
- (iii) only held when adequate, relevant and not excessive in relation to the purpose;
- (iv) accurate and, where necessary, kept up-to-date and if inaccurate is erased or rectified without delay;
- (v) held for no longer than necessary with appropriate time limits established for periodic review;
- (vi) processed in a manner that ensures appropriate security using technical or organisational measures, to include measures against unauthorised or unlawful processing and against accidental loss, destruction or damage.

Description	Details
Subject matter of the processing	Provision of counter fraud and enforcement activities
Duration of the processing	For the term of this agreement and any extensions agreed between the parties in accordance with this agreement
Nature and purposes of the processing	Prevention and detection of fraud pursuant to powers under various legislative provisions
Type of Personal Data	All types of personal data including special categories of personal data, including but not limited to <ul style="list-style-type: none"> <li>• Name</li> <li>• Gender</li> <li>• Address</li> <li>• Contact details such as telephone numbers and email address</li> <li>• Date of birth</li> <li>• National Insurance Number</li> <li>• Details about family and relationship circumstances</li> <li>• Details about your involvement with a Council</li> <li>• Health records</li> <li>• Political affiliations</li> <li>• Racial or ethnic information</li> <li>• Religious or philosophical beliefs</li> <li>• Criminal conviction data</li> </ul>
Categories of Data Subject	individuals, staff of the Councils, suppliers or prospective suppliers to the Councils, councillors,
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Host Authority will return to the relevant Authority all data held on its behalf either once the processing is complete (in accordance with the Host Authority's data retention schedule) or at the end of the agreement or an agreed extension to the agreement