

**Agreement for an Information and Communication Technology Shared  
Service Partnership**

**Bolsover District Council  
Derbyshire Dales District Council  
And North East Derbyshire District Council**

**Final version 6<sup>th</sup> October 2010**



- **Client Manager** – the Head of Organisational Development employed by Derbyshire Dales or his successor and the Director of Resources for Bolsover or his successor
- **ICT** – Information and Communication Technology
- **ICT Manager** – the Manager designated by North East Derbyshire to oversee the joint service
- **Joint ICT Service** – the service set up under the terms of this Agreement
- **Joint Management Team** – officers from each of the partners designated from time to time under the Service Level Agreement and authorised to provide and control the shared service.
- **Joint Committee** – is a formal decision making body with an elected membership representative of the constituent partner authorities, the remit of which is to oversee and provide strategic direction to the provision of shared services between North East Derbyshire and Bolsover and Derbyshire Dales.
- **Risk Assessment** – a risk assessment developed, maintained and managed in accordance with the Service Level Agreement.
- **Service Level Agreement** - is a formal agreement entered into by all the partners that describes the services to be provided/delivered and defines and governs service delivery standards and the respective responsibilities of those partners and any annual review.
- **The Joint ICT Business Case** – means the Business Case produced by the Partners and approved by them
- **The partners** - North East Derbyshire, Bolsover and Derbyshire Dales
- **Transfer date** – means the date that Bolsover’s employees transfer to North East Derbyshire.
- **Transferring Employees** – means those former employees of Bolsover who have or will become employees of North East Derbyshire under the operation of the Transfer of Undertaking Regulations.
- **The Council** means the full council of each Partner.
- **The Executive** means the Executive or Cabinet of the Partners

**Clause headings are for reference only and shall not affect the construction of this Agreement**

#### **INCORPORATED DOCUMENTS**

**This agreement should be read in conjunction with the Service Level Agreement and the Joint ICT Business Case both of which documents form part of this agreement.**

#### **5. OBJECTIVES**

The purpose of the partnership is to provide each of the partners with the Joint ICT Service in accordance with the Service Level Agreement agreed by the partners and appended to this agreement and in so doing to provide savings and improved performance.

The Partnership is responsible to the Joint Committee for the provision of the Bolsover and Derbyshire Dales ICT services by North East Derbyshire

The objectives of the Partnership will be administered and managed in accordance with the provisions the Service Level Agreement and paragraph 6 of this Agreement.

## **6 LEGAL FRAMEWORK**

The Partnership is established under the following provisions: -

Sections 101; 102; 103; 111 and 113 of the Local Government Act 1972 and Section 20 of the Local Government Act 2000 and all other powers enabling the partners to enter into such joint working arrangements

References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the making of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modifications)

Reference to Acts shall be construed as references to Regulations and/or other Statutory provisions made thereunder as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the making of this Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modifications)

## **7. TRUST AND GOOD FAITH**

In entering into this Agreement the parties recognise that it is impracticable to make provision for every contingency that may arise. The parties intend that this Agreement shall operate between them with fairness and without detriment to their respective interests. If in the course of the performance of this Agreement unfairness to any party is disclosed or anticipated, then the parties shall use all reasonable endeavours to agree such action as may be necessary and fair to remove the cause of the same.

Each party shall do all things necessary or desirable to give effect to this Agreement, providing that any disagreement between them shall be subject to the dispute resolution procedure at part 20 of this Agreement.

## **8. AMENDMENTS TO THE AGREEMENT**

No amendments shall be made to this Agreement including the Service Level Agreement or the Joint ICT Business Case without the consent of all partners signified by resolution of the Joint Committee.

### **ADDITIONAL PARTNERS**

The Partners will consider any proposal for any other council or public body to become a party to this Agreement. Such proposals will be considered by the Joint Committee, but may only be finally agreed by each Council's full Executive or Council meeting. The

Joint Committee may agree any changes to this Agreement following such final agreement by each full Executive/Cabinet or Council meeting.

## **9. GOVERNANCE ARRANGEMENTS**

The governance structure with responsibility for leading and delivering the outcomes of the Partnership will be as follows:

### **9.1 Joint Committee**

#### **Governance**

##### **Purpose**

- To manage the Joint ICT Service partnership
- To make decisions on behalf of the Partnership regarding budgetary control
- To provide strategic direction to the provision of the Joint ICT Service between the partners.
- Quarterly monitoring of the delivery against the Business Case savings. Where there is no meeting of the Joint Committee the quarterly report is to be made to the Joint Management Team.

##### **Membership**

Three (3) Elected Members with voting rights from each partner comprising the Partnership.

##### **Frequency of Meetings**

The Joint Committee shall meet in addition to its annual meeting, on at least one other occasion per year and at other times as required.

### **9.2 Joint Management Team**

##### **Purpose**

- To have day to day responsibility for service provision and review and project prioritisation
- To advise the Joint Committee
- To have responsibility for the organisational structure of the shared service
- Financial Monitoring of the Joint ICT Service.
- To act as the Change Advisory Board for the Joint ICT Service

##### **Membership**

- Two named officers of each partner with responsibility for the provision and control of the Joint ICT Service
- One service user representative of each partner

## **10. RISK MANAGEMENT**

An Equality Impact Assessment will be undertaken in accordance with the North East Derbyshire's equality and diversity processes.

The ICT Manager will develop maintain and manage a Risk Register as per the partners risk management framework in relation to the functions of the Joint ICT Service. This Risk Register will be available for inspection and will be reported to the Joint Committee annually and to any other appropriate body within each partner

## **11. FUNDING ARRANGEMENTS**

Funding arrangements are set out in the Service Level Agreement and any changes will require approval by the Joint Committee.

The partners require and will share savings and other benefits from any future development of the partnership.

### **Joint ICT Service Budget**

The Joint ICT Service shall maintain an Operational Budget to which will be charged all costs and income arising from the operation of the Joint ICT Service subject to the terms of this Agreement

### **Approval of Financial Documents by the Joint Board**

For each financial year commencing on the 1<sup>st</sup> April the ICT Manager shall prepare a Service Delivery Business Plan and Operational Budget for approval by the Joint Committee not later than the 31<sup>st</sup> December preceding the start of the relevant financial year (or any other date that the Joint Committee may decide)

### **Content of Financial Documents**

In its Operational Budget and Service Delivery Business Plan the Joint ICT Service shall set out the scale of charges proposed for chargeable activities for the forthcoming year and indicative charges for the following 2 years

### **Partners' Budget Allocations**

Each of the partners agrees to make a budgetary allocation into the Joint ICT Service so as to put into effect the above. This allocation is to be paid at times agreed by the Joint Management Team each year.

## **12. PROCUREMENT**

Procedure for procuring and pricing additional services within the agreement will be as determined by the Service Level Agreement.

### **13. PAYMENTS**

Payments shall be made in accordance with the Service Level Agreement.

### **14. AUDIT ARRANGEMENTS**

The parties to the Partnership shall provide each other with sufficient information and access to information to allow the internal and external auditors of each party to carry out their respective duties. This provision includes, but is not restricted to, the setting of any audit programme. Derbyshire Dales will be the lead partner in respect of provisions for internal audit.

### **15. PERFORMANCE MANAGEMENT**

Performance management will be undertaken in accordance with the Service Level Agreement the Business Case and the partners' performance management requirements.

### **16. INDEMNITIES AND LIABILITIES**

All liabilities incurred by the parties under the auspices of the Joint ICT Service in carrying out the ICT services including any continuing obligations and liabilities after termination of this Agreement shall be shared equally between the partners

Where the liability arises solely in relation to the operation of one of the partners involved, termination of the Agreement without the consent of the other partners or termination owing to a substantial breach liability will be determined by the Joint Committee

### **17. PROVISION FOR SUB-CONTRACTING BY SERVICE HOST**

North East Derbyshire shall not substantially sub-contract the service without the express agreement of the Joint Committee or such person or committee properly delegated by them to make such decisions such consent to be in writing.

### **18. INFORMATION**

The partners acknowledge that they have duties and obligations under the Data Protection Act 1998 (DPA), Freedom of Information Act 2000 (FOI) and the Environmental Information Regulations 2004 (EIR), including any amendment, modification or re-enactment, which may require the release of information.

The partners shall assist and cooperate with each other to enable them to comply with any statutory information disclosure provisions (including co-operation and disclosure

in connection with Local Government Ombudsman, Data Protection, and Freedom of Information Act matters)

North East Derbyshire shall co-ordinate all responses to requests for information received under the DPA FOI and/or EIR , or from the Local Government Ombudsman in respect of the Joint ICT Service.

North East Derbyshire, in consultation with the Bolsover and Derbyshire Dales, shall determine the application of any exemption to the release of information under the DPA FOI and/or EIR in response to a request for information

North East Derbyshire shall maintain a register of all requests for information received and place the same on its website.

North East Derbyshire in accordance with the North East Derbyshire's relevant policies shall deal with any appeals relating to the FOI process (this includes any appeal against the initial decision.)

## **19. STAFF**

### **19.1 Transfer of Staff**

19.1.1 Bolsover shall be responsible for all remuneration benefits entitlements and outgoings in respect of its Transferring Employees up to the Transfer Date.

19.1.2 Bolsover shall indemnify and keep indemnified the North East Derbyshire against all losses incurred by the North East Derbyshire in connection with or as a result of:

Any breach by the Bolsover of its obligations under clause 19.1.1 above, or

Any claim or demand by any Transferring Employee arising out of the employment of any transferring Employee provided that this arises from any act fault or omission of Bolsover prior to the Transfer Date and provided that such claim is not in connection with the Transfer

### **19.2 Changes to Staffing Structure of the Joint Service**

The staffing structure is set out in the Service Level Agreement

If the ICT Manager considers that additional staff are required,(over and above the staffing arrangements approved by the Joint Committee at the date of this Agreement) in order to carry out the functions of the service the ICT Manager shall report to the Joint Committee unless these changes incur no additional costs in which case the ICT Manager will report to the Joint Management Team.

Any additional staff approved by the Joint Committee shall be recruited and employed by North East Derbyshire in accordance with their policies and procedures.



The ICT Manager shall have authority to appoint temporary staff within budget and in accordance with North East Derbyshire's employment procedures.

### **19.3 ICT Manager**

North East Derbyshire, after approval from the Joint Management Team, shall

- Appoint any subsequent ICT Manager
- Dismiss or take any disciplinary action<sup>1</sup> against any ICT Manager

Provided that any appointment or dismissal of any ICT Manager carried out by the North East Derbyshire shall be subject to the procedures for objections to be made under the Local Authorities (Standing Orders) (England) Regulations 2001<sup>2</sup>.

### **19.4 Other Employees**

North East Derbyshire shall be responsible for the function of appointing dismissing and taking disciplinary action against any member of staff of the Joint ICT Service in accordance with the North East Derbyshire's employment policies practices and procedures

### **19.5 Working Arrangements**

Line management of all the Joint ICT Service staff on a day to day basis shall be the function of the ICT Manager. The ICT Manager shall be responsible for setting work duties and standards for the shared service staff to follow

## **20. DISPUTES**

Any dispute or difference arising in respect of the construction, meaning, operation or effect of this Agreement the Service Level Agreement or the Joint ICT Business Case or any of the provisions contained in it in respect of the rights, duties and liabilities of any of the partners shall be referred in the first instance to the Joint Management Team who shall convene to consider the dispute within 14 days of notification of formal notification of its existence.

If the dispute is not substantially resolved to the satisfaction of the partners within 28 days of notification of formal notification of its existence then the dispute shall be referred to the Joint Committee. If the dispute is not substantially resolved to the satisfaction of the partners within 28 days of the Joint Committee considering the same then the procedure below shall be invoked.

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<sup>1</sup> "Disciplinary Action" is defined by the Standing Orders Regulations 2001 (S.I. 2001 no. 3384) as follows: *"disciplinary action" in relation to a member of staff of a local authority means any action occasioned by alleged misconduct which, if proved, would, according to the usual practice of the authority, be recorded on the member of staff's personal file, and includes any proposal for dismissal of a member of staff for any reason other than redundancy, permanent ill-health or infirmity of mind or body, but does not include failure to renew a contract of employment for a fixed term unless the authority has undertaken to renew such a contract;* and in this agreement this definition shall be interpreted in accordance with the host authority's employment policies practices and procedures.

<sup>2</sup> S.I. 2001 no. 3384 Sched. 1 part 2 para. 2

Should any partner decide that they are unable to settle the dispute in connection with this Agreement using the procedure set out above, then the partners will attempt to settle it by mediation in accordance with the CEDR<sup>3</sup> Model Mediation Procedure. Unless otherwise agreed between the partners, the mediator will be nominated by CEDR. The costs of mediation are to be borne equally by the partners. To initiate the mediation a partner must give notice in writing (“ADR notice”) to the other partner or partners to the dispute requesting mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 21 working days after the date of the ADR notice.

## **21. TERMINATION FOR BREACH**

Any of the partners may terminate this Agreement in the case of a substantial breach of the terms of this Agreement by one of the other partners. A substantial breach shall be defined as one by which this Agreement would be rendered inoperable and shall be decided in accordance with the Dispute Resolution Procedure set out in clause 20 above.

## **22 ADMINISTRATIVE ARRANGEMENT**

The partners agree that this arrangement is an administrative arrangement between them intended primarily to secure economy and efficiency in the performance of their statutory functions.

## **23 NO PARTNERSHIP**

Nothing in this Agreement the Service Level Agreement or the Joint ICT Business Case, and no action taken under this Agreement the Service Level Agreement or the Joint ICT Business Case, shall create a partnership or establish a relationship of principal and agent between any of the partners or otherwise authorise any partner to bind any other partner for any purpose.

## **24. NOTICES**

Any Notices in relation to this Agreement shall be addressed to the relevant partner at its address given at the beginning of this Agreement.

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<sup>3</sup> Centre for Effective Dispute Resolution International Dispute Resolution Centre 70 Fleet Street London EC4Y 1EU Tel +44 (0) 20 7536 6000 Fax +44 (0) 20 7536 6001 E-mail [info@cedr.co.uk](mailto:info@cedr.co.uk) [www.cedr.co.uk](http://www.cedr.co.uk) Registered in England as Centre for Effective Dispute Resolution Limited number 2422813 Registered Charity number 1060369

AS WITNESS the hands of the Parties hereto the day and year first before written

Signed on behalf of )  
**BOLSOVER DISTRICT COUNCIL** )  
In the presence of )

Signed on behalf of )  
**NORTH EAST DERBYSHIRE DISTRICT COUNCIL** )  
In the presence of:- )

Signed on behalf of )  
**DERBYSHIRE DALES DISTRICT COUNCIL** )  
In the presence of:- )