



GUILDFORD
B O R O U G H



GUILDFORD AND WAVERLEY JOINT GOVERNANCE COMMITTEE

**FRIDAY 9 DECEMBER 2022 AT 1.00 PM IN MEETING ROOM 6 - HURTMORE,
MILLMEAD HOUSE, MILLMEAD, GUILDFORD, SURREY GU2 4BB**

Members:

Councillor Paul Follows, Leader, Waverley Borough Council (Joint Chair)
Councillor Julia McShane, Leader, Guildford Borough Council (Joint Chair)
Councillor Joss Bigmore, Deputy Leader, Guildford Borough Council
Councillor Peter Clark, Deputy Leader, Waverley Borough Council
Councillor Graham Eyre, Guildford Borough Council
Councillor Michael Goodridge, Waverley Borough Council
Councillor Peter Marriott, Waverley Borough Council
Councillor Stephen Mulliner, Waverley Borough Council
Councillor Ramsey Nagaty, Guildford Borough Council
Councillor George Potter, Guildford Borough Council
Councillor John Redpath, Guildford Borough Council
Councillor John Robini, Waverley Borough Council

A G E N D A

1. **APOLOGIES FOR ABSENCE AND NOTIFICATION OF SUBSTITUTES**
2. **DISCLOSURES OF INTERESTS**
To receive from Members, declaration of interest in relation to any items included on the agenda for this meeting in accordance with the respective Guildford and Waverley Codes of Conduct for Councillors.
3. **FORMAL REVIEW OF THE INTER-AUTHORITY AGREEMENT (Pages 3 - 74)**
4. **COLLABORATION RISK REGISTER REVIEW (Pages 75 - 84)**
5. **DATE OF NEXT MEETING**

This page is intentionally left blank

Joint Governance Committee

Ward(s) affected: All

Report of Director of Transformation & Governance

Author: Stephen Rix, Executive Head of Legal and Democratic Services (Interim)

Tel: 01483 444991

Email: Stephen.rix@guildford.gov.uk

Lead Councillor responsible: GBC: Cllr Bigmore & WBC: Cllr Follows

Date: 9th December 2022

Formal Review of the Inter-Authority Agreement

Executive Summary

The terms of reference of the Joint Governance Committee include: '(i) To undertake periodically a formal review (at least once every 12 months) of the inter-authority agreement, ensuring it continues to be fit for purpose and recommending to both Full Councils any changes required.' This report asks the committee for formally review the inter-authority agreement.

Recommendation to Committee

That the Committee:

1. Formally review the inter-authority agreement to ensure it continues to be fit for purpose.
2. Recommend to both Full Councils any changes required.

Reason(s) for Recommendation:

It is a requirement of the Joint Governance Committee to periodically review the inter-authority agreement.

Is the report (or part of it) exempt from publication? (delete as appropriate)

No

1. Purpose of Report

- 1.1 The Joint Government Committee's terms of reference include a requirement to undertake periodically a formal review (at least once every 12 months) of the inter-authority agreement (IAA), ensuring it continues to be fit for purpose and recommending to both Full Councils any changes required.

2. Strategic Priorities

- 2.1 This report supports the Council's Mission of being a trusted, efficient, innovative, and transparent Council that listens and responds quickly to the needs of our community.

3. Background

- 3.1 The Joint Governance Committee was created in April 2022 by resolutions of both Council's following the Inter Authority Agreement Joint Working Group's consideration of and approval of the IAA Heads of Terms. The IAA Heads of Terms are contained at Appendix 1 to this report.
- 3.2 Drafting of the IAA, based on the Heads of Terms, took place over the period June to August 2022 with the assistance of an external specialist solicitor. The agreement was formally executed and sealed by both Councils in September 2022 under the delegated authority of Guildford's Lead Legal Specialist and Waverley's Borough Solicitor. The IAA is contained at Appendix 2 to this report.
- 3.3. The IAA is in respect of the joint management team (JMT). The JMT structure was implemented on 1st October 2022 and comprises the Joint Chief Executive, three Joint Strategic Directors and twelve Joint Executive Heads of Service including the statutory roles of s.151 officer and Monitoring Officer.
- 3.4 Members are asked to consider and formally review the JMT IAA. If Members consider the JMT IAA is no longer fit for purpose they should recommend to both full Councils any changes required.
- 3.5 Officers' views are that the JMT IAA remains fit for purpose at this stage of the collaboration.

4. Consultations

- 4.1 There is no requirement for consultation.

5. Key Risks

- 5.1 The committee's terms of reference include undertaking periodically a formal review (at least once every 6 months) of the collaboration risk assessment, reviewing current and target impact and likelihood scores and making any changes to the list of risks and mitigating actions. There is a separate report to this committee on the collaboration risk assessment.

6. Financial Implications

- 6.1 There are no direct financial implications arising from this report.

7. Legal Implications

- 7.1 There are no direct legal implications arising from this report.

8. Human Resource Implications

8.1 There are no direct human resource implications arising from this report.

9. Equality and Diversity Implications

9.1 This duty has been considered in the context of this report and it has been concluded that there are no equality and diversity implications arising directly from this report.

10. Climate Change/Sustainability Implications

10.1 There are no relevant climate change/sustainability implications.

11. Summary of Options

11.1 There are no other options other than those detailed in this report.

12. Conclusion

12.1 The committee is asked to formally review the JMT inter-authority agreement to ensure it continues to be fit for purpose.

12.2 Recommend to both Full Councils any changes required.

13. Background Papers

None

14. Appendices

Appendix 1 – JMT IAA Heads of Terms

Appendix 2 – JMT IAA

Please ensure the following service areas have signed off your report. Please complete this box and do not delete.

Service	Sign off date
<i>Finance / S.151 Officer</i>	<i>NA</i>
<i>Legal / Governance</i>	<i>S.Rix 17.11.2022</i>
<i>HR</i>	<i>NA</i>
<i>Equalities</i>	<i>NA</i>
<i>Lead Councillor</i>	<i>21.11.2022</i>

Agenda item number: 3

<i>CMT</i>	<i>NA</i>
<i>Executive Liaison</i>	<i>NA</i>
<i>Committee Services</i>	<i>NA</i>

Inter-Authority Agreement – Heads of Terms

1 Background

- 1.1 In 2020 the eleven district councils in Surrey commissioned a report from KPMG on local government collaboration. The KPMG report presented a strong case for councils to work together more closely in the context of continued funding reductions from central government and the financial consequences of the Covid pandemic. KPMG identified Guildford and Waverley Boroughs as being natural partners, given the geography, infrastructure links and similar sizes. Despite both councils having made efficiencies and cut costs in recent years, both face extremely difficult financial challenges. Local Partnerships produced a financial feasibility study which identified savings which could be achieved through a partnership between the two authorities.

2 Authorisation and Vires/Legal Basis

- 2.1 The Authorities' respective Full Councils made decisions on 6 July 2021 to create a single management team across the two authorities, comprised of statutory officers (Head of Paid Service; Chief Finance Officer; Monitoring Officer), directors and heads of service as the most appropriate means for bringing forward business cases for future collaboration
- 2.2 On 28 July 2021 (Guildford Borough Council) and 3 August 2021 (Waverley Borough Council), the Authorities' respective Full Councils agreed that a further report would be submitted to Full Councils to agree final Heads of Terms for the Inter Authority Agreement between the two authorities.
- 2.3 The legal basis for the sharing of officer teams is Section 113 of the Local Government Act 1972 which provides that any local authority may enter into an agreement with another local authority for the placing their officers at the disposal of another authority for the purposes of carrying out their functions.
- 2.4 A Joint Appointments Committee has been established pursuant to Section 102(1) of the Local Government Act 1972.
- 2.5 The legal basis for the Inter Authority Agreement is Section 2 of the Local Government Act 2000

3 Parties

3.1 Guildford Borough Council (GBC) and Waverley Borough Council (WBC) – the ‘Parties’

4 Commencement and Duration

4.1 The Agreement will commence on the date set out within the Agreement and will continue until or unless determined by either or both parties in accordance with the terms of the Agreement.

5 Scope

5.1 Nothing in this Agreement shall restrict either Party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this Agreement.

6 Principles and Aims

6.1 These are contained in the Vision Statement for Waverley-Guildford Collaboration contained at Appendix 1 of 6 July 2021 Guildford Borough Council Full Council papers and in Annexe 1 of 6 July 2021 Waverley Borough Council Full Council papers.

6.2 The following key principles will underpin the operation of this Agreement:

6.2.1 The sovereignty and identity of both Parties will be preserved

6.2.2 Councillor independence and leadership in both Parties will be retained

6.2.3 Both Parties will retain clear accountability to the councillors and residents of each Party

6.2.4 No one Party will take an overall lead – both Parties are of equal status and have equality of influence in the Joint Arrangements (although the Parties recognise that there may be a requirement for one Party to take a role as “Employing Authority” or “Contracting Authority” to facilitate the delivery of the Joint Arrangements)

6.2.5 Accountability for services delivered through the Joint Arrangements remains with the Party with whom the statutory responsibility lies.

6.3 The following general values for each Party will guide the partnership:

6.3.1 The Parties shall act reasonably and in good faith at all times

6.3.2 The Parties shall provide information to each other as and when required to achieve the aims of the Joint Arrangements (provided each Authority is complying with the law)

6.3.3 The Parties shall identify issues and problems early and work constructively to achieve solutions

6.3.4 The Parties shall actively co-operate to ensure the smooth running of the Joint Arrangements, for example, in payment of Inter-Authority invoices and recharges

6.3.5 The Parties shall keep all councillors, residents, staff and other stakeholders informed about the arrangements

7 Model and Governance

7.1 A Joint Appointments Committee (JAC) has been established under s.102(1) of the Local Government Act 1972, and the Terms of Reference for the JAC will be attached to the IAA. Further, it is proposed that a Joint Governance Committee will be established under s.102(1) of the Local Government Act 1972.

8 Termination and Exit Strategy

8.1 The notice of termination period will be 12 months, to allow each Party to make necessary provisions within their budgets.

8.2 Any staff employed within a shared officer team under clause 2.3 above shall remain at the disposal of the non-employing authority for the duration of the exit period to enable the non-employing authority time to recruit.

- 8.3 The termination period should commence before 1 October in any year to enable each authority to update its budget cycle, with a minimum period of 12 months and a maximum period of 24 months

9 Review

9.1 The Parties shall:

- (i) periodically undertake a formal review (at least once every 12 months) of the inter-authority agreement, ensuring it continues to be fit for purpose and recommending to both Full Councils any changes required; and
- (ii) periodically undertake a formal review (at least once every 6 months) of the collaboration risk assessment, reviewing current and target impact and likelihood scores and making any changes to the list of risks and mitigating actions

and nothing in clause 9.1 shall fetter the discretion of the Joint Governance Committee to agree to undertake a review at any point during the term of the Agreement.

10 Staffing Arrangements

- 10.1 The Joint Management Team shall be employed by one host authority, that being Waverley Borough Council, on new shared terms and conditions
- 10.2 Following completion of the IAA, authorities will commence a project to harmonise policies generally across the two councils
- 10.3 Any proposal for moving existing staff onto the new terms and conditions will be assessed on a case-by-case basis, consulting with staff and unions.
- 10.4 A restructure will be undertaken to move all shared staff onto new 'collaboration' terms and conditions as soon as possible.
- 10.5 If any member of staff is in a shared role then the costs shall be split on a 50/50 basis. If not, the employing authority shall retain the liability.
- 10.6 For the avoidance of doubt, while the Joint Management Team shall be employed by Waverley Borough Council as the host authority, that principle shall not necessarily apply to any future shared services.

The Parties commit to the following principles:

- 10.7 The ring-fencing of vacant or newly created posts to those within a suitable pool that are at risk of redundancy *[Drafting note - In this context, 'ring-fencing' a vacant or newly-created post means restricting the application and selection process initially to people who have been notified that they are at risk of redundancy. If the role cannot be filled from those people (referred to as a 'pool' i.e. those who have been notified that are at risk of redundancy) then the application and selection process will be broadened out to welcome applications internally from other Council staff and/or externally from applicants who do not currently work for either Council. This definition derives from employment legislation.]*
- 10.8 The use of objective selection criteria and independent specialist support in the selection process where necessary
- 10.9 Staff appointed are committed to representing the best interests of both Councils and are able to provide objective professional advice across both Councils
- 10.10 The employment of staff on merit and 'best fit for the role' and not considering factors such as comparison of the cost of redundancy dismissals for 'at risk' staff
- 10.11 The adoption of an approach to the 'slotting' of staff or offering suitable alternative employment where service structure has changed but roles have not significantly altered *[Drafting note - 'Slotting' staff is a process that is followed if a role in a new structure is substantially the same as that which was in the original structure. In this instance, the case for a redundancy dismissal is difficult to argue and therefore staff in the original structure role may be offered the role in the new structure as a reasonable suitable alternative and will not be required to go through a selection process for the role. This avoids a potential unfair dismissal claim. If the member of staff rejects the role, it is possible to argue that there has been no redundancy situation or dismissal and therefore the member of staff may not be paid redundancy. This is always a situation considered on a case-by-case basis as a number of variables will need to be considered when making a final decision. Again, his definition derives from employment legislation.]*
- 10.12 The agreement of an approach to selection for redundancy such as a voluntary redundancy scheme or agreed redundancy selection criteria

- 10.13 Working positively in consultation with unions and employees to achieve the best outcome for the staff and the organisation and to maintain good employee relations
- 10.14 Adopting a communications plan from the start of the process to share the vision, reasons, plans and progress to ensures that staff members are informed and involved.
- 10.15 The adequate resourcing of the HR teams across both Councils to ensure that they are able to provide the proper level of support to the restructuring and transformation processes.

11 Establishment of Joint Appointments Committee (JAC)

- 11.1 The JAC consists of 6 members (quorum is 3 provided at least one member of each authority is present). The Chairman of the JAC alternates between the Leaders of each authority. The JAC remit is the appointment of the councils' Joint Chief Executive/Head of Paid Service and any Joint Statutory Officer and Director posts as are covered by the Local Authorities (Standing Orders) (England) Regulations 2001 (as amended) or any successor regulations.

12 Cost of Shared Services

- 12.1 50/50 sharing of costs shall be the default, unless there is sufficient justification in any business case for departing from that position (both authorities acknowledging that consideration may need to be given to pension costs for each authority)
- 12.2 A review of the cost sharing arrangements should take place initially after one year, and every two years thereafter to ensure value for money. This would not be a review to rectify contributions to date but to look forward as to whether the contribution ratio (50/50) should be altered for the subsequent two years.
- 12.3 The principle of the employing authority covering pension strain costs shall apply within this agreement.
- 12.4 The following multiples shall apply and consideration shall be given to how multiples can be standardised in the future:
 - 12.4.1 For both councils, the basic sharing principle is 50:50
 - 12.4.2 However, for redundancy costs, Waverley has a x1.5 multiple and Guildford has a x2 multiple

- 12.5 For any employee employed by Waverley, the councils split the cost 50/50
- 12.6 For any employee employed by Guildford, Waverley will pay the amount as if the employee were employed by Waverley, with Guildford covering the remainder
- 12.7 Employment costs for shared senior managers (salary, NI, pension contributions, expenses), recruitment costs, advisor/consultancy costs, will follow the basic split agreed above.

In relation to future business cases for shared service models:

- 12.8 The default position shall be an equal split, with justification in each case for any departure.
- 12.9 There shall be formal Executive agreement from both authorities for any shared service models
- 12.10 Part of any future design work which would be brought forward for consideration will include clarity on the scope of the senior management team.
- 12.11 A standard business case template and consistent methodology should be agreed.

13 Insurance

- 13.1 During the term of this Agreement each Party shall maintain in force, with a reputable insurance company, such policy or policies of insurance necessary to insure each Party against all risks required in relation to the JCEO Arrangements and the Agreement and any insurances as may be required by law.
- 13.2 Nothing in this Agreement shall limit or exclude a Party's liability:
 - (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - (b) for fraud or fraudulent misrepresentation;
 - (c) for breach of any obligation as to title or quiet possession implied by statute;or
 - (d) for any other act, omission, or liability which may not be limited or excluded by law.

- 13.3 Subject to clause 13.2 above, no Party shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.
- 13.4 Each Party shall keep its own insurance and liabilities until the point where joint agreements are being considered, at which point there shall be further discussion in relation to specific business cases for shared arrangements and related insurance arrangements shall be considered on a case-by-case basis.

14 Property and Assets

- 14.1 The ownership of each Party's property and assets shall continue to be retained by that Party. Exceptions to this shall require a business case and approval shall be in accordance with the appropriate approval process and each Party's Scheme of Delegation as set out in their Constitution at that time.
- 14.2 If any property or asset is sold, the proceeds will remain with the legal owner. All collaboration business cases will include an appropriate financing proposal and it will be each council's prerogative on how it funds a business case, and approval shall be in accordance with the appropriate approval process and each Party's Scheme of Delegation as set out in their Constitution at that time.
- 14.3 Each Party will make its premises available (by way of licence) to the other for ad hoc meetings and working space by officers, councillors and contractors, subject to sufficient space being available to the host council, at no charge.
- 14.4 If either Party moves staff into the other's premises on more than an ad hoc basis, there will be agreement in place for the host council to recover costs, agreed in advance of the arrangement coming into effect. An appropriate lease or licensing arrangement will be put into place if necessary. This will include mutual aid and business continuity purposes if one council's premises becomes unavailable in part or in total.
- 14.5 Any shared facility will be subject to a business case and financing agreement. The mechanism for financing within each Party will be a matter for that Party. Costs will be agreed in advance.

- 14.6 Each Party will retain its own ICT facilities and make them available to officers in shared roles or directly supporting shared roles. Those officers will abide by the security policies of the council that is hosting the ICT facility being used.
- 14.7 If required to travel to the other council's premises, employees will adhere to their employing Party's mileage and expense protocols. Parking may not be guaranteed.
- 14.8 The Parties will establish a protocol with each other and their insurance providers to support the principles in this Inter-Authority Agreement. This will include consideration of use of assets and property by employees, councillors and contractors.
- 14.9 If any assets are proposed to be purchased, leased or invested in jointly, they will be subject to an approved business case, clear protocols for use of such assets, both during the collaboration in the event of the partnership's termination, and approval in accordance with the appropriate approval process and each Party's Scheme of Delegation.

15 Indemnity

- 15.1 Each Party ("**Indemnifying party**") shall indemnify the other Party ("**Indemnified Party**") against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with the Indemnifying Party's performance of this Agreement.
- 15.2 This indemnity shall not cover the indemnified party to the extent that a claim under it results from the indemnified party's negligence or wilful misconduct.
- 15.3 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity

16 Conflicts of Interest

- 16.1 Each Party shall notify the other Party immediately of any actual or potential conflict of interest between the notifying Party and any contractor or customer (or

prospective contractor or customer) which may arise in connection with the Project. The notifying Party will as soon as possible either withdraw from any decision making in relation to such contractor or customer giving rise to the potential conflict or agree with the other Party either that no conflict exists or an acceptable method of averting it

16.2 The Parties shall agree a conflicts protocol that is to be appended to this agreement

16.3 The Parties shall use the same process used currently for resolving conflicts of interest within each authority as the basis of conflicts resolution, expanded upon as necessary.

17 Dispute Resolution

17.1 The Parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows: *[Drafting note – ‘Dispute’ is defined within the existing s113 Agreement as ‘any dispute arising under this Agreement’.]*

- (a) the Dispute shall be referred by a Party, first to the authorised representatives of the Party for resolution *[Drafting note – the authorised representatives will be those officers nominated by each authority to represent each party in the case of a dispute];*
- (b) if the Dispute cannot be resolved by the authorised representatives of the Party within 14 days after the Dispute has been referred to them, then the Party may give notice to the other Party in writing (Dispute Notice) that a Dispute has arisen; and
- (c) within seven days of the date of the Dispute Notice, each Party shall refer the Dispute to the Leader of the Council of each Party for resolution.

17.2 If the Leaders of the Parties are unable, or fail, to resolve the Dispute within 21 days of the date of the Dispute Notice, the Parties may attempt to resolve the Dispute by mediation in accordance with clauses 17.3 and 17.4 below.

17.3 The Parties will attempt in good faith to resolve the Dispute through mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in

writing (ADR notice) to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

17.4 The mediation will start not later than 14 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

18 Confidentiality

18.1 Each Party will use reasonable endeavours to keep confidential all Confidential Information concerning the collaboration or the business and affairs of the other Authority and shall not disclose it except with the consent of the other Party or a valid order from a Court or Tribunal of competent jurisdiction.

19 Data Protection/Freedom of Information

19.1 A Data Sharing Agreement has been drafted and will be appended to this Agreement.

19.2 Each Party acknowledges that the other Authority is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and each Party shall, where reasonable, assist and co-operate with the other Party (at its own expense) to enable the other Party to comply with these information disclosure obligations.

20 Copyright and Intellectual Property

20.1 Copyright and intellectual property in any documents, reports, policies and procedures produced by Employees of one Council for the sole benefit of the other Council shall vest solely in the other Council. Where any such documents, reports, policies and procedures are produced for the benefit of both Councils, copyright and intellectual property in them shall vest in both Councils equally.

20.2 Each Council hereby grants to the extent permissible by law a licence to the other to use its Intellectual Property Rights solely and exclusively for the purposes of and in connection with this Agreement.

20.3 Any Intellectual Property Rights created through the establishment and running of shared services by the Councils shall vest in the Councils and be held jointly by them at the time they were created.

21 Variation

21.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

22 Waiver [*Drafting Note - This clause governs the way in which either Party can (or cannot) waive a contractual right under the Agreement and the consequences of any waiver*]

22.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

22.2 A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23 Third Parties

23.1 It is agreed for the purposes of the Contract (Rights of Third Parties) Act 1999 that this Agreement is not intended to and does not give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.

24 Governing Law and Jurisdiction

24.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

25 Force Majeure

25.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for two months, the Parties shall refer the matter via the dispute resolution process set out at clause 17 and if resolution cannot be agreed the Party not

affected may terminate this Agreement by giving one month's written notice to the affected Party.

26 Severability

26.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

26.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

27 Transfer and Sub-Contracting *[Drafting note – This clause governs whether or not each Council can sub-contract, transfer, assign, etc, its obligations and rights under the Inter-Authority Agreement. This clause does not apply to individual 'outsourcing' arrangements in relation to services, but instead relates purely to the rights and obligations under the IAA.]*

27.1 Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

28 Entire Agreement

28.1 This Agreement and its Schedules constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

28.2 Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

This page is intentionally left blank

-
- (1) **GUILDFORD BOROUGH COUNCIL**
 - (2) **WAVERLEY BOROUGH COUNCIL**

**AGREEMENT PURSUANT TO SECTION 113
LOCAL GOVERNMENT ACT 1972**

Relating to

The provision of a joint senior management team

CONTENTS

1.	INTERPRETATION	1
2.	COMMENCEMENT AND DURATION	4
3.	EXISTING ARRANGEMENTS	5
4.	ROLES AND RESPOSIBILITIES	5
5.	GOVERNANCE AND DECISION-MAKING.....	5
6.	PROPERTY AND ASSETS	5
7.	FINANCIAL ARRANGEMENTS	5
8.	STAFFING ARRANGEMENTS	5
9.	RECORD KEEPING AND COMMUNICATIONS	5
10.	FREEDOM OF INFORMATION	6
11.	CONFIDENTIALITY	6
12.	COPYRIGHT AND INTELLECTUAL PROPERTY.....	6
13.	ANNOUNCEMENTS/PUBLICITY	7
14.	DATA PROTECTION.....	7
15.	ANTI-BRIBERY	7
16.	EQUALITY.....	7
17.	WARRANTIES.....	8
18.	CONFLICTS OF INTEREST	8
19.	INDEMNITY	9
20.	INSURANCE AND LIMITATION OF LIABILITY	9
21.	TERMINATION FOR CAUSE	9
22.	TERMINATION WITHOUT CAUSE	10
23.	CONSEQUENCES OF TERMINATION	10
24.	FORCE MAJEURE.....	11
25.	ASSIGNMENT AND OTHER DEALINGS	11
26.	VARIATION	11
27.	NOTICES	11
28.	SEVERANCE	12
29.	NO PARTNERSHIP OR AGENCY.....	12
30.	RIGHTS AND REMEDIES	12
31.	WAIVER	13
32.	THIRD PARTY RIGHTS	13
33.	FURTHER ASSURANCE	13
34.	ENTIRE AGREEMENT.....	13
35.	DISPUTE RESOLUTION PROCEDURE	13
36.	GOVERNING LAW.....	14
37.	JURISDICTION	14
38.	COUNTERPARTS	14
	SCHEDULE 1 – THE PRINCIPLES	15
	SCHEDULE 2 – GOVERNANCE ARRANGEMENTS	16
	PART 1 – Joint Appointments Committee	16
	PART 2 – Joint Governance Committee	20
	SCHEDULE 3 – FINANCIAL ARRANGEMENTS	22
	SCHEDULE 4 – PROPERTY AND ASSETS	24
	SCHEDULE 5 – STAFFING.....	25
	SCHEDULE 6 – CONFLICTS POLICY	27
	SCHEDULE 7 – DATA SHARING	29

THIS AGREEMENT is made on the 13th day of September 2022

BETWEEN

- (1) **GUILDFORD BOROUGH COUNCIL** of Millmead House, Millmead, Guildford, Surrey, GU2 4BB (“**Guildford**”).
 - (2) **WAVERLEY BOROUGH COUNCIL** of Council Offices, The Burys, Godalming, Surrey GU7 1HR (“**Waverley**”).
- (Each a “**Party**” and together the “**Parties**”).

BACKGROUND

- (A) The Parties to this Agreement wish to work together in relation to the appointment of a shared senior management team comprising of statutory officers: Head of Paid Service; Chief Finance Officer and Monitoring Officer, directors, and other heads of service for the purposes of working closely together in developing business cases for future collaboration.
- (B) At their respective Full Council meetings on 6 July 2021 each Party resolved to pursue the option of appointing a joint senior management team.
- (C) On 28 July 2021 (Guildford) and 3 August 2021 (Waverley) the Parties’ respective Full Councils resolved that a further report would be submitted to the Full Councils of the Parties to agree outline terms for an agreement between the authorities for the purposes set out in (A) above and to establish a joint senior management team.
- (D) On 22 April 2022 Full Council of Waverley resolved to enter into an agreement with Guildford on a jointly agreed set of terms for the purpose of establishing a joint senior management team.
- (E) On 5 April 2022 Full Council of Guildford resolved to enter into an agreement with Waverley on a jointly agreed set of terms for the purpose of establishing a joint senior management team.
- (F) Further to an agreement between the Parties to establish pursuant to section 102(1) of the Local Government Act 1972 a Joint Appointments Committee.
- (G) The Parties are empowered by section 113 of the Local Government Act 1972 to enter into an agreement with each other for the placing at the disposal of one another of their officers for the purposes of the performance of their respective functions.

OPERATIVE PROVISIONS

1. INTERPRETATION

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

Agreement	this Agreement and any schedules;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Commencement Date	has the meaning set out in clause 2.1;

Confidential Information

any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing Party, together with all information derived by the receiving Party from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential;

Conflicts Policy

The policy agreed by the Parties and set out at Schedule 6 to this Agreement for resolving actual or potential conflicts of interest;

Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulation the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Dispute

any dispute under this Agreement;

Dispute Resolution Procedure

the dispute resolution procedure set out in Clause 35;

EIR

Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Force Majeure Event	any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to a Party;
FOIA	the Freedom of Information Act 2000;
Good Industry Practice	in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Joint Appointments Committee	The joint committee established by the Parties to operate the JSMT Arrangements;
Joint Senior Management Team (JSMT)	a shared senior management team comprising of statutory officers: Head of Paid Service; Chief Finance Officer and Monitoring Officer and directors and other heads of service;

Agenda item number: 3
Appendix 2

JSMT Arrangements	the administrative arrangement to implement and then subsequently manage the JSMT in accordance with the Principles;
Principles	the jointly agreed principles that underpin the Parties working together in respect of the JSMT Arrangements and which are set out in Schedule 1;

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 1.4. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as [amended, extended or re-enacted from time to time.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.9. A reference to **writing** or **written** includes email.
- 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12. Where there is a conflict between the terms and conditions of this Agreement, and a Schedule, the terms and conditions shall prevail.
- 1.13. Any reference to this Agreement terminating shall, where the context requires, include a reference to this Agreement terminating by expiry.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall commence on the date when it has been signed by all the Parties.
- 2.2. This Agreement shall continue, unless terminated earlier in accordance with this Agreement.

3. EXISTING ARRANGEMENTS

3.1. Nothing in this Agreement shall restrict either Party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this Agreement.

4. ROLES AND RESPONSIBILITIES

4.1. The Parties agree to work together in a spirit of mutual co-operation to fulfil their agreed roles and responsibilities in operating the JSMT Arrangements in accordance with the Principles.

4.2. Each Party shall in relation to any obligations for which it is responsible in relation to the JSMT Arrangement:

4.2.1. use reasonable care and skill in performing such obligations;

4.2.2. comply with Good Industry Practice;

4.2.3. comply with all laws applicable to it; and

4.2.4. obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;

4.3. Each Party shall ensure that it uses employees in performing its obligations who are suitably qualified and experienced.

5. GOVERNANCE AND DECISION-MAKING

5.1. The governance arrangements which apply to this Agreement shall be as set out in Schedule 2.

6. PROPERTY AND ASSETS

6.1. Property assets belonging to the Parties and deployed as part of the JSMT Arrangements will be managed by the Parties in accordance with Schedule 4

7. FINANCIAL ARRANGEMENTS

7.1. The financial arrangements which will apply to the JSMT Arrangements and the operation of this Agreement shall be as set out in Schedule 3.

8. STAFFING ARRANGEMENTS

8.1. The staffing arrangements which will apply to the JSMT Arrangements and the operation of this Agreement shall be as set out in Schedule 5.

9. RECORD KEEPING AND COMMUNICATIONS

9.1. Each Party shall ensure that a proper record is kept of the JSMT Arrangements and shall maintain all such records in accordance with Good Industry Practice and in a form capable of audit.

9.2. Each Party shall supply to the other Party information and assistance reasonably requested by it relating to the JSMT Arrangements as is necessary to enable that other Party to perform its own obligations in relation to the JSMT Arrangements.

10. FREEDOM OF INFORMATION

- 10.1. Each Party acknowledges that all Parties are subject to the requirements of the FOIA and the EIRs and accordingly each Party shall:
- 10.1.1. provide all necessary assistance and cooperation as reasonably requested by the other Party to enable the other Party to comply with its obligations under the FOIA and EIRs;
 - 10.1.2. transfer to the other Party as appropriate all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Business Days of receipt; and
 - 10.1.3. provide the other Party with a copy of all information belonging to that Party requested in the Request For Information which is in its possession or control in the form required within 5 Business Days (or such other period as the requesting Party may reasonably specify) of that Party's request for such information.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this clause 9, or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
- 11.1.1. treat the other Parties' Confidential Information as confidential; and
 - 11.1.2. not disclose the other Parties' Confidential Information to any other person without the owner's prior written consent.
- 11.2. Clause 9.1 shall not apply to the extent that:
- 11.2.1. such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
 - 11.2.2. such information was obtained from a third party without obligation of confidentiality; or
 - 11.2.3. such information was already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
 - 11.2.4. such information was independently developed without access to the other Parties' Confidential Information.

12. COPYRIGHT AND INTELLECTUAL PROPERTY

- 12.1. Intellectual Property Rights in any documents, reports, policies and procedures produced by an employee of one Party for the sole benefit of the other Party shall vest solely in the Party for whose benefit it was provided. Where any such documents, reports, policies and procedures are produced for the benefit of both Parties the Intellectual Property Rights shall vest in both Parties equally.

- 12.2. Each Party hereby grants to the extent permissible by law a licence to the other to use its Intellectual Property Rights solely and exclusively for the purposes of and in connection with this Agreement.
- 12.3. Any Intellectual Property Rights created through the establishment and running of shared services by the Parties shall vest in the Parties and be held jointly by them at the time they were created.

13. ANNOUNCEMENTS/PUBLICITY

No Party shall make, or permit any person to make, any public announcement, communication or circular concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

14. DATA PROTECTION

- 14.1. Each Party shall, at its own expense, ensure that it complies with and assists the other Parties to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the UK General Data Protection Regulation
- 14.2. To the extent that it is lawful to do so the Parties agree to share data in accordance with the provisions set out in Schedule 7.

15. ANTI-BRIBERY

- 15.1. Each Party shall in relation to this Agreement and the JSMT Arrangements:
- 15.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - 15.1.2. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - 15.1.3. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.
- 15.2. Breach of this clause 15 shall be deemed a material breach under clause 21.2.

16. EQUALITY

- 16.1. The Parties shall perform their obligations under this Agreement in accordance with:
- 16.1.1. all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

Agenda item number: 3
Appendix 2

- 16.1.2. any applicable equality and diversity policy of the Parties from time to time;
and
- 16.1.3. take all necessary steps, and inform each other of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

17. WARRANTIES

- 17.1. Each Party warrants that:
 - 1.1.1. it has full power and authority to carry out the actions contemplated under this Agreement; and
 - 17.1.1. so far as it is aware, all information, data and materials provided by it under this Agreement will be accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party;
- 17.2. Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

18. CONFLICTS OF INTEREST

- 18.1. Subject to the Conflicts Policy referred to in clause 18.2 a Party shall notify the other Party immediately in the event that it becomes aware of any actual or potential conflict of interests between the notifying Party and any contractor or customer (or any prospective contractor or customer) arising in the context of establishing or operating the JSMT Arrangements. The notifying Party will as soon as possible either:
 - 18.1.1. withdrawn from any decision-making in relation to contractor or customer giving rise to the conflict (or potential conflict) of interests; or
 - 18.1.2. agree with the other Party:
 - 18.1.2.1. that no conflict of interest either has arisen or has the prospect of arising; or
 - 18.1.2.2. an acceptable means of dealing with or avoiding the conflict (or potential) conflict of interest.
- 18.2. The Parties agree that the Conflicts Policy set out in Schedule 6 shall be applied for the purposes of dealing with conflicts of interest as they arise in accordance with this Agreement.

19. INDEMNITY

- 19.1. Each Party (“**Indemnifying party**”) shall indemnify the other Party (“**Indemnified Party**”) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Indemnified Party arising out of or in connection with the Indemnifying Party’s performance of this Agreement.
- 19.2. This indemnity shall not cover the Indemnified Party to the extent that a claim under it results from the Indemnified Party’s negligence or wilful misconduct.
- 19.3. Nothing in this clause shall restrict or limit the Indemnified Party’s general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

20. INSURANCE AND LIMITATION OF LIABILITY

- 20.1. During the term of this Agreement each Party shall maintain in force, with a reputable insurance company, such policy or policies of insurance necessary to insure each Party against all risks required in relation to the JSMT Arrangements and the Agreement and any insurances as may be required by law.
- 20.2. Nothing in this Agreement shall limit or exclude a Party’s liability:
 - 20.2.1. for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
 - 20.2.2. for fraud or fraudulent misrepresentation;
 - 20.2.3. for breach of any obligation as to title or quiet possession implied by statute; or
 - 20.2.4. for any other act, omission, or liability which may not be limited or excluded by law;
- 20.3. Subject to clause 20.2, no Party shall have any liability to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Agreement.

21. TERMINATION FOR CAUSE

- 21.1. Without affecting any other right or remedy available to it, any Party may terminate this Agreement with immediate effect by giving written notice to the other Party:
 - 21.1.1. if the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen days after being notified in writing to do so;

Agenda item number: 3
Appendix 2

21.1.2. if the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

21.2. For the purposes of clause 21.1.1 **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from a substantial portion of this Agreement.

22. TERMINATION WITHOUT CAUSE

22.1. A Party may terminate this Agreement by giving the other Party a minimum of twelve months' notice in writing.

22.2. A notice to terminate may only be served once in each calendar year and in any event no later than 30 September in each calendar year. In the event a notice is served after 30 September in a calendar it shall be deemed to be served on the 1 April in the following calendar year.

23. CONSEQUENCES OF TERMINATION

23.1. On termination of this Agreement, the following clauses shall continue in force:

- 23.1.1. Clause 1 (Interpretation);
- 23.1.2. Clause 11 (Confidentiality);
- 23.1.3. Clause 14 (Data protection);
- 23.1.4. Clause 18 (Indemnity);
- 23.1.5. Clause 20 (Insurance and Limitation of Liability);
- 23.1.6. Clause 23 (Consequences of termination);
- 23.1.7. Clause 24 (Force majeure);
- 23.1.8. Clause 27 (Notices);
- 23.1.9. Clause 28 (Severance);
- 23.1.10. Clause 29 (No partnership or agency);
- 23.1.11. Clause 30 (Rights and remedies);
- 23.1.12. Clause 31 (Waiver);
- 23.1.13. Clause 32 (Third party rights);
- 23.1.14. Clause 34 (Entire agreement);
- 23.1.15. Clause 35 (Dispute Resolution Procedure);
- 23.1.16. Clause 36 (Governing law); and
- 23.1.17. Clause 37 (Jurisdiction).

23.2. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the

right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

- 23.3. For the avoidance of doubt further to the service of written notice to terminate this Agreement by either Party on the other in accordance with Clause 22 the Parties agree that any employees working as part of the JSMT shall for the balance of the twelve month notice period continue to provide services to the non-employing Party as if a notice of termination had not been served.

24. FORCE MAJEURE

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for two months the affected Parties may refer the matter for resolution in accordance with the Dispute Resolution Procedure set out at clause 35 and if a resolution cannot be reached in accordance with that procedure the Party not affected may terminate this Agreement by giving one month's written notice to the affected Party.

25. ASSIGNMENT AND OTHER DEALINGS

- 25.1. Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

26. VARIATION

- 26.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

27. NOTICES

- 27.1. A notice given to a Party under or in connection with this Agreement shall be in writing and sent to the Party at the address or DX number or to the fax number given in this Agreement or as otherwise notified in writing to other Party.
- 27.2. The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt [or at the time the notice is left at the address].

Pre-paid first class post or other next working day delivery service providing proof of delivery.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
Document exchange (DX).	9.00 am on the second Business Day after being put into the DX.

- 27.3. For the purpose of clause 27.2 and calculating deemed receipt:
- 27.3.1. all references to time are to local time in the place of deemed receipt; and
 - 27.3.2. if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.
- 27.4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 27.5. A notice given under this Agreement is not valid if sent by email.

28. SEVERANCE

- 28.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 28.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. NO PARTNERSHIP OR AGENCY

- 29.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between the Parties, constitute any party the agent of another Party, or authorise the other Party to make or enter into any commitments for or on behalf of the other Party.
- 29.2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

30. RIGHTS AND REMEDIES

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

31. WAIVER

- 31.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 31.2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

32. THIRD PARTY RIGHTS

- 32.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 32.2. The rights of a Party to rescind or vary this Agreement are not subject to the consent of any other person.

33. FURTHER ASSURANCE

Each Party shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

34. ENTIRE AGREEMENT

- 34.1. This Agreement and its Schedules constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 34.2. Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No Party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

35. DISPUTE RESOLUTION PROCEDURE

- 35.1. The Parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:
- 35.1.1. the Dispute shall be referred by a Party, first to the authorised representatives of the Party for resolution;
- 35.1.2. if the Dispute cannot be resolved by the authorised representatives of the Party within 14 days after the Dispute has been referred to them, then the Party may give notice to the other Party in writing (Dispute Notice) that a Dispute has arisen; and
- 35.1.3. within seven days of the date of the Dispute Notice, each Party shall refer the Dispute to the Leader of the Council of each Party for resolution.

Agenda item number: 3
Appendix 2

- 35.2. If the Leaders of the Parties are unable or fail to resolve the Dispute within 21 days of the date of the Dispute Notice the Parties may attempt to resolve the Dispute by mediation in accordance with clause 35.4.
- 35.3. If the Dispute is not resolved through negotiation within a further 10 Business Days the Parties will attempt in good faith to resolve the Dispute through mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (“ADR notice”) to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.
- 35.4. The mediation will start not later than 14 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

36. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37. JURISDICTION

Each Party irrevocably agrees that subject to Clause 35 the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

38. COUNTERPARTS

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 – THE PRINCIPLES

1. The sovereignty and identity of each Party will be preserved.
2. Councillor independence and leadership of each Party will be retained.
3. Each Party will retain clear accountability to the councillors and residents of their respective council.
4. Neither Party will take an overall lead and each Party is of equal status and has equality of influence in the JSMT Arrangements (although the Parties recognise that there may be a requirement for one Party to take a role as “employing Authority” or “contracting Authority” to facilitate the delivery of the JSMT Arrangements).
5. Accountability for services delivered through the JSMT Arrangements remains with the Party with whom the statutory responsibility lies.
6. The following general values will apply to both Parties in working together as part of the JSMT Arrangements:
 - 6.1. acting reasonably and in good faith at all times;
 - 6.2. providing information to each other as and when required to achieve the aims of the JSMT Arrangements (provided each Party is complying with the law);
 - 6.3. identifying issues and problems early and working constructively to achieve solutions;
 - 6.4. actively co-operating to ensure the smooth running of the JSMT Arrangements, for example, in payment of inter-authority invoices and recharges; and
 - 6.5. keeping all councillors, residents, staff and other stakeholders informed about the arrangements.

SCHEDULE 2 – GOVERNANCE ARRANGEMENTS

1. A joint committee has been established by the Parties in accordance with section 101(2) Local Government Act 1972 (“**the Joint Appointments Committee**”) this was originally established for the purposes of appointing a joint chief executive for the Parties and the same structure will be applied for the purposes of appointing the JSMT.
2. The terms of reference and governance arrangements of the Joint Appointments Committee are set out below in Part 1.
3. The Parties have also agreed to establish a Joint Governance Committee its terms of reference are set out in Part 2.

PART 1 – Joint Appointments Committee

GUILDFORD BOROUGH COUNCIL AND WAVERLEY BOROUGH COUNCIL

JOINT APPOINTMENTS COMMITTEE

COMPOSITION AND TERMS OF REFERENCE

This Joint Committee is to be established in accordance with section 102(1)(b) of the Local Government Act 1972 (Appointment of committees).

MEMBERS: 6

The Joint Appointments Committee shall comprise the respective Leaders of both councils plus two members appointed by Guildford and two members appointed by Waverley (one of whom will be the Leader of Waverley’s Principal Opposition Group).

Appointments shall be made in accordance with the Local Government (Committees and Political Groups) Regulations 1990.

QUORUM: 3 (subject to each council being represented at a meeting by at least 1 member).

PLACE OF MEETINGS: The venue for meetings of the Joint Appointments Committee shall normally alternate between the two councils with the host Leader chairing the meeting. The venue for the first meeting shall be at Waverley’s offices.

CHAIRMAN: The Joint Appointments Committee shall be chaired alternately between the councils by their respective Leaders.

GENERAL ROLE: Adopting and exercising such of the functions of Guildford and Waverley Council (“**the councils**”) as can be delegated by those councils in respect of the appointment of the councils’ Joint Chief Executive/Head of Paid Service and any Joint Statutory Officer and Director posts as are covered by the Local Authorities (Standing Orders) (England) Regulations 2001 (as amended) or any successor regulations.

FREQUENCY OF MEETINGS: As and when required.

SUBSTITUTES: Substitutes shall not be appointed.

ROLE AND FUNCTION:

Appointment of Joint Chief Executive/Head of Paid Service

- (i) Subject to (ii) below, to undertake and determine on behalf of the councils all aspects of the process for the recruitment and selection of the Joint Chief Executive/Head of Paid Service, including final approval of the terms and conditions of employment (based on current provisions) for that post
- (ii) The final decision as to the appointment of the joint Chief Executive/Head of Paid Service shall be reserved to full meetings of both councils, and subject to no material or well-founded objection to the making of an offer of appointment being received by either Leader on behalf of their respective executives
- (iii) To determine pension discretions relating to the Joint Chief Executive/ Head of Paid Service
- (iv) To consider any financial settlement of an affected employee who is unsuccessful in respect of the selection of the Joint Chief Executive/Head of Paid Service, and to make recommendations as appropriate for formal approval by each council
- (v) To confirm into post, or otherwise, the successful candidate following any probationary or trial period
- (vi) To be responsible for ad-hoc employment matters affecting the Joint Chief Executive/Head of Paid Service post, including consideration and determination of any 'cost of living' pay award

Appointment of any Joint Statutory Officer¹ posts

- (i) Subject to (ii) below, to undertake and determine on behalf of the councils all aspects of the process for the appointment of any Joint Statutory Officer posts
- (ii) The final decision as to the appointment of any Joint Statutory Officer posts shall be reserved to full meetings of both councils and, where the provisions of Part II of Schedule 2 to the Local Authorities (Standing Orders) (England) Regulations 2001 (as amended) apply to any such appointment, subject to no material or well-founded objection to the making of an offer of appointment being received by either Leader on behalf of their respective executives
- (iii) To determine pension discretions relating to any Joint Statutory Officer posts
- (iv) To consider any financial settlement of an affected employee who is unsuccessful in respect of the selection of any Joint Statutory Officer posts, and where necessary to make recommendations as appropriate for formal approval by each council
- (v) To be responsible for ad-hoc employment matters affecting any Joint Statutory Officer posts

¹ Section 151/Chief Finance Officer and Monitoring Officer

Appointment of any Joint Directors

- (i) Subject to (ii) below, to undertake and determine on behalf of the councils all aspects of the process for the appointment of any Joint Directors
- (ii) The appointment of any Joint Directors shall be subject to no material or well-founded objection to the making of an offer of appointment being received by either Leader on behalf of their respective executives
- (iii) To determine pension discretions relating to any Joint Directors
- (iv) To consider any financial settlement of an affected employee who is unsuccessful in respect of the selection and appointment of any Joint Directors, and where necessary to make recommendations as appropriate for formal approval by each council
- (vii) To be responsible for ad-hoc employment matters affecting any Joint Director posts

SERVICING THE JOINT APPOINTMENTS COMMITTEE: The Joint Appointments Committee shall be serviced by committee staff from the council hosting the relevant meeting.

MEETINGS OF THE JOINT APPOINTMENTS COMMITTEE SHALL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

1. A meeting of the Joint Appointments Committee shall be summoned by the relevant officer of the Council hosting the meeting who shall give a minimum of five clear working days' notice (or less in the case of urgency)
2. Meetings of the Joint Appointments Committee shall be held in public except in so far as the matters for decision relate to issues which can be dealt with in private in accordance with Section 100A (4) and (5) of the Local Government Act 1972 (as amended)
3. The Joint Appointments Committee shall have no function or power delegated to it in any circumstance where a majority decision cannot be made without the need for the chairman or person presiding having to exercise their second or casting vote
4. The order of business at meetings of the Joint Appointments Committee shall include the following:
 - (a) Apologies for Absence
 - (b) Disclosures of Interest
 - (c) Adoption of the Minutes of the previous meeting
 - (d) Matters set out in the agenda for the meeting
 - (e) Matters not set out in the agenda for the meeting but which the chairman agrees pursuant to Section 100B (4) (b) of the Local Government Act 1972 (as amended) should be considered at the meeting as a matter of urgency

5. Any matter will be decided by a simple majority of those members of the Joint Appointments Committee present and voting at the time the question was put. A vote shall be taken either by show of hands or, if there is no dissent, by the affirmation of the meeting

PART 2 – Joint Governance Committee
GUILDFORD BOROUGH COUNCIL AND WAVERLEY BOROUGH COUNCIL
JOINT GOVERNANCE COMMITTEE
COMPOSITION AND TERMS OF REFERENCE

1. This Joint Committee is to be established by Guildford Borough Council and Waverley Borough Council (“the councils”) in accordance with Section 102 (1) (b) of the Local Government Act 1972 (Appointment of committees)

MEMBERS: 12

2. The Joint Governance Committee shall comprise the respective Leaders of both councils, plus five members appointed by Guildford Borough Council and five members appointed by Waverley Borough Council
3. Appointments shall be made in accordance with the Local Government (Committees and Political Groups) Regulations 1990

QUORUM: 7 (subject to each council being represented at a meeting by at least three members)

CHAIRMAN: The Joint Governance Committee shall be chaired alternately between the councils by their respective Leaders.

PLACE OF MEETINGS: The venue for meetings of the Joint Governance Committee shall normally alternate between the two councils with the host Leader chairing the meeting. The venue for the first meeting shall be at Guildford Borough Council’s offices.

GENERAL ROLE: Adopting and exercising such of the functions of the councils as can be delegated by those councils in respect of the governance arrangements for inter-authority working

FREQUENCY OF MEETINGS: As and when required

SUBSTITUTES: Substitutes may be appointed. Any appointed member of the Joint Governance Committee may be substituted by any other member of their political group on the Council they represent.

ROLE AND FUNCTION:

- (i) To undertake periodically a formal review (at least once every 12 months) of the inter-authority agreement, ensuring it continues to be fit for purpose and recommending to both Full Councils any changes required.
- (ii) To undertake periodically a formal review (at least once every 6 months) of the collaboration risk assessment, reviewing current and target impact and likelihood scores and making any changes to the list of risks and mitigating actions.
- (iii) Notwithstanding (i) and (ii) above, to undertake a formal review of the inter-authority agreement or the collaboration risk assessment at such other time as may be determined by the Joint Committee.

- (iv) To discharge any other functions that relate to the governance of the inter-authority working arrangements that may from time to time be delegated to the Joint Committee.

SERVICING THE JOINT GOVERNANCE COMMITTEE: The servicing of the Joint Governance Committee shall be agreed between the Councils' Democratic Services Managers.

MEETINGS OF THE JOINT GOVERNANCE COMMITTEE SHALL BE CONDUCTED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

1. A meeting of the Joint Governance Committee shall be summoned by the relevant Proper Officer of the Council who shall give a minimum of five clear working days' notice (or less in the case of urgency)
2. Meetings of the Joint Governance Committee shall be held in public except in so far as the matters for decision relate to issues which can be dealt with in private in accordance with Section 100A (4) and (5) of the Local Government Act 1972 (as amended)
3. The order of business at meetings of the Joint Governance Committee shall include the following:
 - (a) Apologies for Absence and notification of substitutes
 - (b) Disclosures of Interest
 - (c) Adoption of the Minutes of the previous meeting
 - (d) Matters set out in the agenda for the meeting
 - (e) Matters not set out in the agenda for the meeting but which the chairman agrees pursuant to Section 100B (4) (b) of the Local Government Act 1972 (as amended) should be considered at the meeting as a matter of urgency
4. Any matter will be decided by a simple majority of those members of the Joint Governance Committee present and voting at the time the question was put. A vote shall be taken either by show of hands or, if there is no dissent, by the affirmation of the meeting.
5. The Joint Governance Committee shall have no function or power delegated to it in any circumstance where a majority decision cannot be made without the need for the chairman or person presiding having to exercise their second or casting vote.

SCHEDULE 3 – FINANCIAL ARRANGEMENTS

1. Costs arising on the establishment of the JSMT Arrangements

The Parties agree that from the date of this Agreement that the costs associated with setting up the JSMT Arrangements including but not limited to the appointment of legal advisers, obtaining human resources advice and the advice of other professional disciplines shall be shared by the Parties on a 50:50 basis.

2. JSMT Arrangements operating costs

2.1. The Parties agree that as a default base position the costs associated with the operation and management of the JSMT Arrangements shall be shared on a 50:50 basis unless the Parties in their absolute discretion otherwise agree and subject to paragraph 2.3 and 2.4 below.

2.2. The cost sharing arrangements shall be jointly reviewed by the Parties on or about the first anniversary of the Agreement and thereafter on the third anniversary and then following every two years thereafter. The Parties agree that the purpose of any such review is to assess the suitability going forward of the appropriateness of the 50:50 default base cost sharing ratio.

2.3. As a matter of principle, the pension strain costs shall be retained by the employing Party.

2.4. Redundancy costs shall be treated by the Parties differently such that:

2.4.1. Waverley has a 1.5 x multiplier;

2.4.2. Guildford has a 2 x multiplier

2.5. The Parties agree that the cost of staff (employed by either Party) working on a joint or shared basis shall:

2.5.1. if employed by Waverley be shared on a 50:50 basis as between the Parties; and

2.5.2. if employed by Guildford, Waverley will pay a sum that is equivalent to the cost of employing that employee as if they were employed by Waverley and to the extent this is less than the cost to Guildford of employing that person Guildford shall meet any shortfall.

2.5.3. The employments costs reasonably associated with the employment of members of the JSMT shall include but is not limited to:

2.5.3.1. salary costs;

2.5.3.2. employers' national insurance contribution;

2.5.3.3. employer's pension costs;

2.5.3.4. recruitment costs;

2.5.3.5. advisors/consultancy costs; and

2.5.3.6. expenses

shall be borne by the Parties in the proportions set out in paragraphs 2.5.1 and 2.5.2.

3. Future Business Cases for share service models

- 3.1. The Parties agree that the default position relating to the cost of creating and operating any new shared services models shall be shared by the Parties on a 50:50 basis subject to such alternative sharing ratio as the Parties may agree.
- 3.2. The Parties agree that the implementation of any new shared service models will require the approval of the Executives of both Parties before they may be implemented.
- 3.3. The Parties will agree a standard business case template and consistent methodology for future shared service proposals.

SCHEDULE 4 – PROPERTY AND ASSETS

1. The ownership of each Party's property and assets shall continue to be retained by that Party. Exceptions to this shall require a business case and approval shall be in accordance with the appropriate approval process and each Party's Scheme of Delegation as set out in their Constitution at that time.
2. If any property or asset is sold, the proceeds will remain with the legal owner. All collaboration business cases will include an appropriate financing proposal and it will be each Party's prerogative on how it funds a business case, and approval shall be in accordance with the appropriate approval process and each Party's Scheme of Delegation as set out in their Constitution at that time.
3. Each Party will make its premises available (by way of licence) to the other for ad hoc meetings and working space by officers, councillors and contractors, subject to sufficient space being available to the host Party at no charge.
4. If either Party moves staff into the other Party's premises on more than an ad hoc basis, there will be agreement in place for the host Party to recover costs, agreed in advance of the arrangement coming into effect. An appropriate lease or licensing arrangement will be put into place if necessary. This will include mutual aid and business continuity purposes if one Party's premises becomes unavailable in part or in total.
5. Any shared facility will be subject to a business case and financing agreement. The mechanism for financing within each Party will be a matter for that Party. Costs will be agreed in advance.
6. Each Party will retain its own ICT facilities and make them available to officers in shared roles or directly supporting shared roles. Those officers will abide by the security policies of the council that is hosting the ICT facility being used.
7. If required to travel to the other Party's premises, employees will adhere to their employing Party's mileage and expense protocols. Parking may not be guaranteed.
8. The Parties will establish a protocol with each other and their insurance providers to support the principles in this Agreement. This will include consideration of use of assets and property by employees, councillors and contractors.
9. If any assets are proposed to be purchased, leased or invested in jointly, they will be subject to an approved business case, clear protocols for use of such assets, both during the collaboration in the event of the partnership's termination, and approval in accordance with the appropriate approval process and each Party's scheme of delegation.

SCHEDULE 5 – STAFFING

Staffing

1. The JSMT shall be employed by Waverley on new shared terms and conditions of employment. For the avoidance of doubt, the Parties acknowledge that this may not be the case in respect of staff employed on a joint or shared basis in future.
2. The Parties agree to work together to harmonise their employment policies.
3. Where there are proposals to move staff of either Party on to new shared terms and conditions of employment this will be carried out on a case-by-case basis following consultation with the staff affected and any trade unions to which they belong.
4. The Parties agree that any staff that are at the date of this agreement defined as shared staff, that is working for both Parties on a shared and joint basis will be moved onto the new shared terms and conditions of employment referred to in paragraph 1 above.
5. In circumstances where staff are at the date of this agreement are employed on a joint or shared basis the costs associated with their employment will be shared on an equal basis by the Parties

Principles

6. The Parties agree the following principles to be applied in the context of the following circumstances:
 - 6.1. Where new posts are created or post fall vacant at either Party the Parties agree that:
 - 6.1.1. The post or posts will be offered first to those within a suitable pool that are at risk of redundancy employed by either Party but if the post or posts are not filled by virtue of this process,
 - 6.1.2. then the selection process will be widened to allow applicants from either Party and if the post or posts remain unfilled,
 - 6.1.3. then the posts or posts will be advertised more widely and open to applicants that are not currently employed by the Parties.
 - 6.2. The use of objective selection criteria and independent specialist support in the selection process as necessary;
 - 6.3. Staff appointed are committed to representing the best interests of both Parties and are able to provide objective professional advice to both Parties irrespective of the Party they are employed by;
 - 6.4. Staff will be employed solely on the basis of merit and “best fit for the role” ignoring, for example, other factors including comparing the cost of redundancy dismissals for ‘at risk’ staff;
 - 6.5. The adoption of an approach of ‘slotting’ of staff or offering suitable alternative employment where service structure has changed but roles have not significantly altered;

Agenda item number: 3
Appendix 2

- 6.6. Agreeing an approach to selection for redundancy such as a voluntary redundancy scheme or an agreed set of redundancy criteria;
- 6.7. Working positively and constructively in consultation with trade unions and staff to achieve the best outcome for the staff and the Parties and to maintain good employee/staff relations;
- 6.8. The adequate resourcing of the Human Resources teams at both Parties to ensure that they are able to provide the appropriate level of support to the restructuring and transformation process.

SCHEDULE 6 – CONFLICTS POLICY

Introduction

1. A conflict of interest is any situation in which a person's personal interests, or interests which they owe to another body or person, and those of the organisation arise simultaneously or appear to clash.
2. It is recognised that it is inevitable that conflicts of interest occur. The issue is not the integrity of the person concerned, but the management of any potential to profit from a person's position, or for the person to be influenced by conflicting loyalties. Even the appearance of a conflict of interest can damage the reputation of the Parties so any conflicts need to be managed carefully.
3. All employees need to be alert to possible conflicts of interest which might occur and how they can minimise the effects. A key aspect of minimising the effects of conflicts of interest is to be open and transparent about such situations when they arise.

What is a Conflict of Interest?

4. Defining what personal interest is can be a difficult area. However, the key to this is the size and nature of the proposed transaction/conflict in relation to the number of people who will benefit. Essentially, the question is whether the decision to be taken will confer a direct tangible benefit on a specific employee or associated person, which is exclusive to him/her/them and which is not shared with others.
5. An example of a likely scenario might be a situation that occurs when an employee's private interests may benefit from his or her public or work actions.
6. Conflicts of interest may come in a number of different forms:
 - 6.1. Direct financial gain or benefit, such as the award of a contract to another organisation in which the employee has an interest and from which they will receive a financial benefit;
 - 6.2. Indirect financial gain, such as employment by the charity of a spouse or partner of the employee, where their finances are interdependent;
 - 6.3. Conflict of loyalties, when an employee's loyalty to one or both of the Parties conflicts with a loyalty to the other Party or to another body or to a member of their family; for example where an employee is appointed by the Party, or where a friend or family member applies for a job.

Identifying and Reporting Conflict of Interests

7. It is essential that all employees are aware that conflicts of interests may exist and, if a situation arises where a conflict may develop, this must be disclosed to the Chief Executive immediately or in the absence of the Chief Executive, to the Monitoring Officer or Section 151 Officer immediately, and in turn a report to the Joint Senior Management Team, depending on the level of conflict and the potential gain to the person. In the case of the Chief Executive, Leader of each Party and in turn, to the respective Cabinets of each Party. When a conflict of interest is identified, the Chief Executive or relevant delegated officer will determine the best course of action. For example, it might be necessary for the person in question to remove themselves from the decision-making process when discussions concerning the interest in question occurs, or the person may no longer be able to work on a particular project if the conflict will remain.

Responsibilities

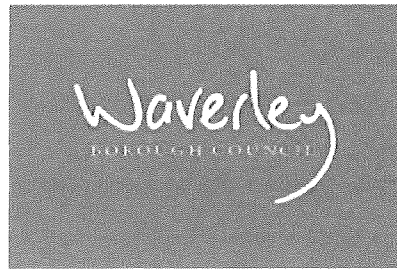
8. The Parties are committed to developing and maintaining a culture of openness, honesty and accountability, and as such all employees bear the responsibility of striving to be as transparent as possible. All employees have the responsibility to inform the Chief Executive or line manager as soon as a conflict of interest or loyalties is identified.
9. The management of conflicts of interest will ultimately lie with the Chief Executive, and all managers and staff (employees) also have a responsibility to inform the Chief Executive if a conflict of interest or loyalties arises or is disclosed to them by another member of staff, using the whistle blowing policy/procedures if necessary.

Protocol Revisions

10. This protocol will be reviewed every two years and amended as necessary, or earlier in accordance with any forthcoming legislation. All employees should pass suggestions or recommendations for the revision of any aspect of this protocol through normal channels to the Chief Executive.

SCHEDULE 7 – DATA SHARING

INFORMATION SHARING AGREEMENT



Information Sharing Agreement

1. Parties to the agreement

This information sharing agreement is drawn up between:

Organisation Full Name:	Guildford Borough Council (GBC)
Organisation Address:	Millmead House, Millmead, Guildford GU2 4BB

And:

Organisation Full Name:	Waverley Borough Council (WBC)
Organisation Address:	Council Offices, The Burys, Godalming, Surrey, GU7 1HR

This Agreement sets out the obligations of all appropriate staff, agency workers, consultants, volunteers and contractors working for and on behalf of the *organisations* signing up to it. By signing up to this Agreement all parties agree to accept and implement it and to adopt the statements and procedures contained within it.

2. Definitions and interpretation

In this Agreement, unless the context otherwise requires, the following words have the following meanings:

Agreed Purpose(s)	the purpose(s) for which the parties are entitled to use the Shared Personal Data in accordance with paragraph 4 (b).
Agreement	this data sharing agreement and its schedules;
Commencement Date	the date of this Agreement;
Data Recipient	the party receiving Shared Personal Data under this Agreement;
Data Protection Legislation	laws and regulations in any relevant jurisdiction that apply in relation to the Processing of Personal Data including (without limitation) the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement or additional legislation coming into effect from time to time, together with any codes of practice or other guidance issued by a Regulatory Authority in any relevant jurisdiction;
Data Security Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data;
Deletion Procedure	the deletion procedure agreed by the parties
GDPR	the General Data Protection Regulation
Permitted Recipient	a director, employee or professional advisor of each respective party or an agent or contractor used by that party in the fulfilment of the Agreed Purpose(s) who has a legitimate need to receive and Process Personal Data for the Agreed Purpose(s);
Regulatory Authority	any competent data protection or privacy authority by which either party is regulated;
Shared Personal Data	the Personal Data to be shared between the parties under this Agreement
Subject Access Request	a request from a Data Subject to exercise his or her right of access to Personal Data under the Data Protection Legislation; and

The terms **Data Controller**, **Data Subject**, **Process** and **Personal Data** shall each have the meaning given in the Data Protection Legislation.

3. Compliance with Data Protection Legislation

Each party must ensure compliance with all relevant Data Protection Legislation at all times during the term of this Agreement.

4. Information being shared

a. What is the nature of the information being shared?

Type of personal data being Processed under this Contract
<ul style="list-style-type: none"> • Staff personal data, including salary and pension data, email addresses (using shared address list) • Financial data (commercially sensitive, confidential) • Residents’ personal data • Global Address Lists – to be visible to staff on clicking the “To” button in Outlook i.e. names, job titles, phone numbers - of all staff, contractors, plus any 3rd parties listed in GBC/WBC address books. • Shared Calendars free/busy information by default – would enable staff to see the busy times in each other’s diaries, to schedule shared meetings. Free/busy info shows whether someone is free or not, it does not show meeting details including titles. • Instant Messaging capability – Guildford uses MS Teams, Waverley uses Skype for Business. It is theoretically possible to message between these platforms – this would enable staff to view presence information (‘available’, ‘in a meeting’, ‘do not disturb’ etc) and send instant messages between the organisations.

b. Why is the information being shared? (Purpose of the information sharing)

Collaboration project between GBC and WBC for the purposes of cost saving and the appointment of a joint senior management team

c. What is the legal basis for information sharing?

The main legislation which underpins the sharing of information is:
 UK GDPR Article 6 1) e) Processing is necessary for the performance of a task carried out in the public interest. (See also Section 8 (d) DPA 2018))

UK GDPR Article 9 2) i) Processing is necessary for reasons of public interest in the area of public health (See also Schedule 1 Part 1 3 (a) DPA 2018)

Other lawful bases, under both Articles 6 and 9, such as consent, contract (for staff), vital interests, and re Article 9, possibly (2)(b) – employment, and others like (c) vital interests, (a) explicit consent may also be taken into consideration where appropriate.

d. How is the information to be shared?

Each party shall have and maintain in place throughout the term of this Agreement appropriate technical and organisational measures in order to:

- Prevent unauthorised or unlawful Processing of the Shared Personal Data; and
- Prevent the accidental loss or destruction of, or damage to, the Shared Personal Data; and

ensure a level of security appropriate to:

- the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and
- the nature of the Shared Personal Data to be protected.

Each party shall ensure that its staff members are appropriately trained to handle and Process the Shared Personal Data in accordance with Data Protection Legislation.

Each party shall ensure that only Permitted Recipients have access to the Shared Personal Data and shall ensure the reliability of all such Permitted Recipients.

Data may be transferred in one or more of the following ways (method of transfer to be determined by the parties involved):

- Email
- Secure electronic transfers (Egress, etc)
- In the rare case of paper records being transferred over delivery will be via a reputable courier which must be approved by both councils

e. When will the information be shared?

2021/22 financial year and subsequent financial years

f. How will the information be stored (by the recipient(s))?

- Electronically (on various systems, including SharePoint, Iken, Egress, iTrent, Outlook, Microsoft Teams, etc)
- In the case of paper records, the information will be stored in securely locked cabinets

g. Who will have access to the information?

- Authorised staff within GBC and WBC – eg employees within HR, Finance, Council Tax, Legal, Business Rates, ICT, Housing, Community Services, Information Governance, Planning, Environmental Health, etc
- In certain cases Contractors and third party suppliers (subject to approval)

h. For how long will the information be kept?

Neither party shall retain or Process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose(s).

Each party may continue to retain Shared Personal Data in accordance with any applicable statutory or professional retention periods.

Each party shall ensure that all Shared Personal Data is returned to the other party or destroyed in accordance with the agreed Deletion Procedure:

- on termination or expiry of this Agreement; or
- once Processing of the Shared Personal Data is no longer necessary for the Agreed Purpose(s).

Following the deletion of the Shared Personal Data each party shall notify the other that the Shared Personal Data in question has been deleted in accordance with the Deletion Procedure.

Deletion Procedure can be defined by reference to the respective data retention and destruction schedules of the two participating authorities – with uniform periods to be agreed on, in the event of any differences.

i. How will the information be destroyed?

Secure electronic destruction Hard copy information to be securely shredded
--

j. Transparency

Each party shall ensure that it creates/updates and maintains relevant privacy notices for the sharing of information covered within this data sharing agreement.

5. Data Subjects' rights

Each party shall maintain a record of individual requests from Data Subjects to exercise their rights under the Data Protection Legislation, including Subject Access Requests, requests for deletion, restriction, rectification, portability, objections and rights in relation to automated decision making. Records kept should include, but shall not necessarily be limited to, the following:

- copies of the relevant request received;
- details of the data accessed and shared with the Data Subject, if any; and
- notes of any meetings, correspondence or phone calls relating to the request.

6. Complaints and Breaches

Each party shall notify any potential or actual losses of the Shared Personal Data, and any Data Security Breach, to the other party as soon as possible and in any event within 24 hours after becoming aware of the breach. Each party shall provide reasonable assistance as is necessary to the other to facilitate the handling by the other party of any Data Security Breach in an expeditious and compliant manner.

7. Freedom of Information

In the event of a Freedom of Information request being received by the recipient(s) which relates to an activity utilising the information of the data owner(s), the recipient(s) will notify the data owner(s) to allow it/them the opportunity to make representations on the potential impact of disclosure.

8. Agreement review

a. When will this agreement be reviewed and by whom?

This agreement will be reviewed every year with the commencement of the annual survey (or earlier if changes are required). The agreement will be reviewed by the contact point(s) identified in Appendix 2.

This agreement must be formally approved and signed by all parties before any information sharing takes place. Both parties will ensure that the agreement and any associated documentation is known and understood by all relevant individuals.

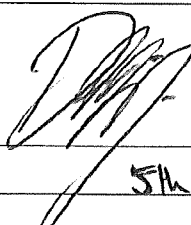
b. Under what circumstances would this agreement be terminated?

- Repealment of the legal bases under section 4(c) of this agreement; or, an amendment to the legal bases under section 4(c) of this agreement which materially affects the legality of sharing the data outlined under section 4(a) of this agreement.
- On reasonable notice at the reasonable discretion of any of the parties (but the agreement will remain in force between the remaining parties unless the Data Recipient is the terminating party, in which case this agreement shall terminate forthwith (and compliance with Data Protection Legislation (including but not limited to provisions relating to deletion and restrictions on access and purposes of the processing) shall survive any termination)

Agenda item number: 3
Appendix 2

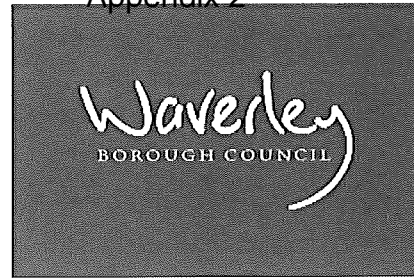
This agreement is dated the [] [20[]

Name of organisation:	Guildford Borough Council
Name:	
Position:	
Signature:	
Date:	

Name of organisation:	Waverley Borough Council
Name:	DANIEL BAINBRIDGE
Position:	SENIOR INFORMATION RISK OWNER / BOROUGH SOLICITOR
Signature:	
Date:	5th November 2021.

Appendix – Contact Points

Context	Name	Contact Details
Data Transfer/Security Issues	Linda Frame (IT Manager)	Linda.frame@waverley.gov.uk
	James Beach (Lead Specialist for ICT)	James.Beach@guildford.gov.uk
Data Protection	Ciaran Ward (Data Protection Officer)	Ciaran.Ward@Guildford.gov.uk
	Adrian Fennell (Data Protection Officer)	Adrian.fennell@waverley.gov.uk



Information Sharing Agreement

1. Parties to the agreement

This information sharing agreement is drawn up between:

Organisation Full Name:	Guildford Borough Council (GBC)
Organisation Address:	Millmead House, Millmead, Guildford GU2 4BB

And:

Organisation Full Name:	Waverley Borough Council (WBC)
Organisation Address:	Council Offices, The Burys, Godalming, Surrey, GU7 1HR

This Agreement sets out the obligations of all appropriate staff, agency workers, consultants, volunteers and contractors working for and on behalf of the *organisations* signing up to it. By signing up to this Agreement all parties agree to accept and implement it and to adopt the statements and procedures contained within it.

2. Definitions and interpretation

In this Agreement, unless the context otherwise requires, the following words have the following meanings:

Agreed Purpose(s)	the purpose(s) for which the parties are entitled to use the Shared Personal Data in accordance with paragraph 4 (b).
Agreement	this data sharing agreement and its schedules;
Commencement Date	the date of this Agreement;
Data Recipient	the party receiving Shared Personal Data under this Agreement;
Data Protection Legislation	laws and regulations in any relevant jurisdiction that apply in relation to the Processing of Personal Data including (without limitation) the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any replacement or additional legislation coming into effect from time to time, together with any codes of practice or other guidance issued by a Regulatory Authority in any relevant jurisdiction;
Data Security Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data;
Deletion Procedure	the deletion procedure agreed by the parties
GDPR	the General Data Protection Regulation
Permitted Recipient	a director, employee or professional advisor of each respective party or an agent or contractor used by that party in the fulfilment of the Agreed Purpose(s) who has a legitimate need to receive and Process Personal Data for the Agreed Purpose(s);
Regulatory Authority	any competent data protection or privacy authority by which either party is regulated;
Shared Personal Data	the Personal Data to be shared between the parties under this Agreement
Subject Access Request	a request from a Data Subject to exercise his or her right of access to Personal Data under the Data Protection Legislation; and

The terms **Data Controller**, **Data Subject**, **Process** and **Personal Data** shall each have the meaning given in the Data Protection Legislation.

3. Compliance with Data Protection Legislation

Each party must ensure compliance with all relevant Data Protection Legislation at all times during the term of this Agreement.

4. Information being shared

a. What is the nature of the information being shared?

Type of personal data being Processed under this Contract
<ul style="list-style-type: none"> • Staff personal data, including salary and pension data, email addresses (using shared address list) • Financial data (commercially sensitive, confidential) • Residents’ personal data • Global Address Lists – to be visible to staff on clicking the “To” button in Outlook i.e. names, job titles, phone numbers - of all staff, contractors, plus any 3rd parties listed in GBC/WBC address books. • Shared Calendars free/busy information by default – would enable staff to see the busy times in each other’s diaries, to schedule shared meetings. Free/busy info shows whether someone is free or not, it does not show meeting details including titles. • Instant Messaging capability – Guildford uses MS Teams, Waverley uses Skype for Business. It is theoretically possible to message between these platforms – this would enable staff to view presence information (‘available’, ‘in a meeting’, ‘do not disturb’ etc) and send instant messages between the organisations.

b. Why is the information being shared? (Purpose of the information sharing)

Collaboration project between GBC and WBC for the purposes of cost saving and the appointment of a joint senior management team

c. What is the legal basis for information sharing?

The main legislation which underpins the sharing of information is:

UK GDPR Article 6 1) e) Processing Is necessary for the performance of a task carried out in the public interest. (See also Section 8 (d) DPA 2018))

UK GDPR Article 9 2) i) Processing Is necessary for reasons of public interest in the area of public health (See also Schedule 1 Part 1 3 (a) DPA 2018)

Agenda item number: 3

Other lawful bases, under Appendix 2, 6 and 9, such as consent, contract (for staff), vital interests, and re Article 9, possibly (2)(b) – employment, and others like (c) vital interests, (a) explicit consent may also be taken into consideration where appropriate.

d. How is the information to be shared?

Each party shall have and maintain in place throughout the term of this Agreement appropriate technical and organisational measures in order to:

- Prevent unauthorised or unlawful Processing of the Shared Personal Data; and
- Prevent the accidental loss or destruction of, or damage to, the Shared Personal Data; and

ensure a level of security appropriate to:

- the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and
- the nature of the Shared Personal Data to be protected.

Each party shall ensure that its staff members are appropriately trained to handle and Process the Shared Personal Data in accordance with Data Protection Legislation.

Each party shall ensure that only Permitted Recipients have access to the Shared Personal Data and shall ensure the reliability of all such Permitted Recipients.

Data may be transferred in one or more of the following ways (method of transfer to be determined by the parties involved):

- Email
- Secure electronic transfers (Egress, etc)
- In the rare case of paper records being transferred over delivery will be via a reputable courier which must be approved by both councils

e. When will the information be shared?

2021/22 financial year and subsequent financial years

f. How will the information be stored (by the recipient(s))?

- Electronically (on various systems, including SharePoint, Iken, Egress, iTrent, Outlook, Microsoft Teams, etc)
- In the case of paper records, the information will be stored in securely locked cabinets

g. Who will have access to the information?

- Authorised staff within GBC and WBC – eg employees within HR, Finance, Council Tax, Legal, Business Rates, ICT, Housing, Community Services, Information Governance, Planning, Environmental Health, etc
- In certain cases Contractors and third party suppliers (subject to approval)

h. For how long will the information be kept?

Neither party shall retain or Process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose(s).

Each party may continue to retain Shared Personal Data in accordance with any applicable statutory or professional retention periods.

Each party shall ensure that all Shared Personal Data is returned to the other party or destroyed in accordance with the agreed Deletion Procedure:

- on termination or expiry of this Agreement; or
- once Processing of the Shared Personal Data is no longer necessary for the Agreed Purpose(s).

Following the deletion of the Shared Personal Data each party shall notify the other that the Shared Personal Data in question has been deleted in accordance with the Deletion Procedure.

Deletion Procedure can be defined by reference to the respective data retention and destruction schedules of the two participating authorities – with uniform periods to be agreed on, in the event of any differences.

i. How will the information be destroyed?

Secure electronic destruction Hard copy information to be securely shredded
--

j. Transparency

Each party shall ensure that it creates/updates and maintains relevant privacy notices for the sharing of information covered within this data sharing agreement.

5. Data Subjects' rights

Each party shall maintain a record of individual requests from Data Subjects to exercise their rights under the Data Protection Legislation, including Subject Access Requests, requests for deletion, restriction, rectification, portability, objections and rights in relation to automated decision making. Records kept should include, but shall not necessarily be limited to, the following:

- copies of the relevant request received;
- details of the data accessed and shared with the Data Subject, if any; and
- notes of any meetings, correspondence or phone calls relating to the request.

6. Complaints and Breaches

Each party shall notify any potential or actual losses of the Shared Personal Data, and any Data Security Breach, to the other party as soon as possible and in any event within 24 hours after becoming aware of the breach. Each party shall provide reasonable assistance as is necessary to the other to facilitate the handling by the other party of any Data Security Breach in an expeditious and compliant manner.

7. Freedom of Information

In the event of a Freedom of Information request being received by the recipient(s) which relates to an activity utilising the information of the data owner(s), the recipient(s) will notify the data owner(s) to allow it/them the opportunity to make representations on the potential impact of disclosure.

8. Agreement review

a. When will this agreement be reviewed and by whom?

This agreement will be reviewed every year with the commencement of the annual survey (or earlier if changes are required). The agreement will be reviewed by the contact point(s) identified in Appendix 2.


This agreement must be formally approved and signed by all parties before any information sharing takes place. Both parties will ensure that the agreement and any associated documentation is known and understood by all relevant individuals.

b. Under what circumstances would this agreement be terminated?

- Repealment of the legal bases under section 4(c) of this agreement; or, an amendment to the legal bases under section 4(c) of this agreement which materially affects the legality of sharing the data outlined under section 4(a) of this agreement.
- On reasonable notice at the reasonable discretion of any of the parties (but the agreement will remain in force between the remaining parties unless the Data Recipient is the terminating party, in which case this agreement shall terminate forthwith (and compliance with Data Protection Legislation (including but not limited to provisions relating to deletion and restrictions on access and purposes of the processing) shall survive any termination)

Agenda item number: 3

This agreement is Appendix 2 of the [] [20[]

Name of organisation:	Guildford Borough Council
Name:	Claire Morris
Position:	Director of Resources
Signature:	
Date:	08/11/2021

Name of organisation:	Waverley Borough Council
Name:	
Position:	
Signature:	
Date:	

Appendix – Contact Points

Agenda item number: 3
Appendix 2

Context	Name	Contact Details
Data Transfer/Security Issues	Linda Frame (IT Manager)	Linda.frame@waverley.gov.uk
	James Beach (Lead Specialist for ICT)	James.Beach@guildford.gov.uk
Data Protection	Ciaran Ward (Data Protection Officer)	Ciaran.Ward@Guildford.gov.uk
	Adrian Fennell (Data Protection Officer)	Adrian.fennell@waverley.gov.uk



The Common Seal of **GUILDFORD BOROUGH COUNCIL**
was affixed in the presence of:



D. Jones

Authorised Signatory:

Print:

Delwyn Jones
Senior Specialist Lawyer
Planning Regeneration and Litigation
Guildford Borough Council
Millmead House, Millmead
Guildford GU2 4BB
AUTHORISED SIGNATORY

The Common Seal of **WAVERLEY BOROUGH COUNCIL**
was affixed in the presence of:



142048

Authorised Signatory: *I Hunt*

Print:

I Hunt
Interim Deputy
Borough Solicitor

Sealing Authority - Full Council
Minute Reference:- 05/04/22
CO114/22
No. of Seal 628 /2022

Joint Governance Committee Report

Ward(s) affected: All

Report of Director of Transformation and Governance

Author: Robin Taylor

Tel: 01483 01483 523108

Email: robin.taylor@guildford.gov.uk

Lead Councillor responsible: Councillors McShane, Bigmore, Follows and Clark

Tel: 01483 837736, 07974 979369, 07946 288824, 01252 711026

Email: julia.mcshane@guildford.gov.uk, joss.bigmore@guildford.gov.uk,
paul.follows@waverley.gov.uk, peter.clark@waverley.gov.uk

Date: 9 December 2022

Collaboration Risk Register Review

Executive Summary

This report presents the collaboration risk register for its six-monthly review by the Joint Governance Committee. Since the register was last presented to both Guildford and Waverley Council meetings in April 2022 it has been updated by officers, including assessment of scores and updates to mitigations. Appendix 1 contains the register and includes:

- current ratings – reflect risks and mitigations as they are currently scored
- anticipated ratings for April 2023 – forecasts made in April 2022
- anticipated ratings for November 2023
- residual ratings – adjusted for current and future mitigations.

Recommendation to Committee

That the Committee reviews the collaboration risk register and the changes to the risk ratings suggested by officers, and agrees any further changes.

Reason(s) for Recommendation:

As the partnership progresses officers have updated the collaboration risk register with changes to mitigations and scoring. The Committee's role is to undertake a formal review of the risk register and make any changes.

Is the report (or part of it) exempt from publication?

No

1. Purpose of Report

1.1 The purpose of this report is to present the updated version of the collaboration risk register for the Committee to fulfil its function to:

- undertake a six-monthly formal review of the collaboration risk assessment

- review current and target impact and likelihood scores
- make any changes to the list of risks and mitigating actions.

2. Strategic Priorities

- 2.1 The collaboration between Guildford and Waverley Borough Councils will enable both Councils to better deliver their strategic priorities by achieving financial savings and making our services more sustainable. Effective risk management is vital to achieving the objectives of the collaboration and therefore supporting both councils to deliver their strategic priorities.

3. Background

- 3.1 At their Council meetings in July 2021, Guildford and Waverley Borough Councils agreed to create a single management team comprising statutory officers, Directors, and Heads of Service, with a view to collaborate further to make financial savings and deliver sustainable services. An initial analysis of strategic risks related to the collaboration was included on the agenda of the Council meetings in July 2021, which was then developed into a collaboration risk register. Since its approval in April 2022, the risk register has been updated by officers and is presented alongside this report for review by the Committee. The register will continue to be updated by officers to reflect the progress of the collaboration and presented to the Committee on a six-monthly basis.

4. Consultations

- 4.1 Both Guildford and Waverley Borough Councils received the collaboration risk register in April 2022. The updated register is presented in this report following a consultation workshop on Thursday 17 November with CMB, the Joint Executive Head of Organisational Development and Senior Policy Officer.

5. Key Risks

- 5.1 There is a risk that the register will not be monitored by all appropriate stakeholders should the Committee fail to fulfil its function of reviewing the register on a six-monthly basis.
- 5.2 Officers continue to monitor the risks and mitigations within the register as the collaboration progresses. Ownership of the register sits with CMB, providing responsive reaction to developments and proactive mitigations to reduce risks, including any resources that may need to be assigned.

6. Financial Implications

- 6.1 The financial risks to the collaboration and actions to mitigate these risks are listed in the register (appendix 1).
- 6.2 Some of the further mitigations in appendix 1 will require financial investment. This could be capital or revenue spend and is not factored into budgets currently.

7. Legal Implications

7.1 There are no direct legal implications arising from this report.

8. Human Resource Implications

8.1 The HR risks to the collaboration and actions to mitigate these are listed in the register (Appendix 1).

9. Equality and Diversity Implications

9.1 This duty has been considered in the context of this report and it has been concluded that there are no equality and diversity implications arising directly from this report.

10. Climate Change/Sustainability Implications

10.1 One of the objectives of the collaboration and partnership is to better enable both councils to achieve their carbon neutrality targets. Working closely together across the two boroughs, Guildford and Waverley Borough Councils have enhanced opportunities to deliver their carbon neutrality goals.

10.2 This report and appendix 1 have no direct climate change implications.

13. Summary of Options

13.1 The Committee is asked to review the risk register attached at appendix 1 and agree any changes.

14. Conclusion

14.1 After its progression from an initial strategic risk register to the collaboration risk register, appendix 1 details the risks to the partnership between Guildford and Waverley Borough Councils and is updated on a regular basis by officers. The Committee will receive the collaboration risk register on a six-monthly basis in order to review the updates made and to agree any further changes.

15. Background Papers

None

16. Appendices

Appendix 1 – Collaboration Risk Register

<i>Service</i>	<i>Sign off date</i>
<i>Finance / S.151 Officer</i>	<i>VW 30/11/2022</i>

Agenda item number: 4

<i>Legal / Governance</i>	<i>SR 29/11/2022</i>
<i>HR</i>	<i>29/11/2022</i>
<i>Equalities</i>	<i>25/11/2022</i>
<i>Lead Councillor</i>	<i>28/11/2022</i>
<i>CMB</i>	<i>25/11/2022</i>
<i>Committee Services</i>	

Strategic Risk Register - Waverley / Guildford Collaboration

Evaluation as at 17 November 2022

Theme	Risk	Risk No.	Consequence (then...)	Current Control Measures - in place or in flight	Risk Owner	Further planned actions to mitigate to the target Risk Appetite	Current Likelihood	Current Impact on the collaboration	Current Rating	Anticipated rating as at April 2022	Anticipated likelihood Nov 2023	Anticipated impact Nov 2023	Anticipated rating Nov 2023	Residual Likelihood	Residual Impact on the collaboration	Residual Rating
GOVERNANCE	There is a risk that the partnership lacks clear objectives	1	which results in inefficiency and mission creep, which results in stakeholder dissatisfaction and misunderstanding and undermines benefits	Completed: adopt and communicate a shared vision statement; develop the vision statement into clear metrics and expectations, agreed by all partners; implement IAA; JMT roadmap achieved on time. Ongoing: clear road map of actions with milestone dates/goals to be put together; business cases in progress, timetable to be produced	Joint Chief Executive (JCX)	Business case timetable to be approved and business cases agreed and implemented	3 - Low	2 - Significant	Medium	Low	2 - Very Low	2 - Significant	Low	2 - Very Low	2 - Significant	Low
GOVERNANCE	There is a risk that the councils will not continue with any collaboration	2	which results in foregoing any further benefits of partnership, which results in greater pressure on the council's financial challenge and service sustainability. Cost and reputational damage.	Completed: JMT now in place, first stage of collaboration complete. Ongoing: business cases in progress, timetable to be produced; focus more aggressively on each council's individual transformation programme; identify more options for efficiency, income, savings and potentially service reductions.	Joint Chief Executive (JCX)	Inclusion of quarterly gateway reviews at each stage before progressing to the next. Clear business cases to be presented to Council and frequent communications to public re: benefits. Ongoing review to be by the partnership governing board in future.	3 - Low	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	3 - Low	2 - Significant	Medium
GOVERNANCE	There is a risk that the two councils disagree on an important aspect of the partnership	3	which results in dissatisfaction with the partnership and mistrust, which results in the partnership ending or being delayed.	Completed: agreed vision statement that is reviewed at least annually by both council Executives; an agreed Inter-Authority Agreement (IAA) which sets out protocols for dispute resolution and termination with an appropriate notice period. Ongoing: quarterly progress updates to O&S at each authority on progress of the collaboration; CMB members in close contact with key councillors	Joint chief Executive/Leaders	Regular opportunities for councillors to meet across boundaries, both formally and informally. Continue with Joint Governance Committee, reviewing IAA on a regular basis	3 - Low	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low
GOVERNANCE	There is a risk that costs and savings will not be apportioned fairly	4	which results in mistrust, which results in dispute and distraction.	Completed: a clear, early and agreed mechanism for cost and savings apportionment, enshrined in the IAA; regular clear accounting of savings and costs to the relevant committees. Ongoing: preparation & approval of business cases for collaboration beyond SMT.	Joint S151 Officer	Business case development for opportunities identified and agreed by both councils.	3 - Low	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low
GOVERNANCE	(Newly added risk) There is a risk that JMT resource will not be apportioned fairly	5	which results in mistrust, which results in dispute and distraction.	Completed: Joint S151 in place and weighted cost sharing protocols agreed for JMT members. Ongoing: close monitoring during familiarisation period whilst new structure embeds	Joint S151 Officer		5 - High	2 - Significant	High	Medium	5 - High	2 - Significant	High	3 - Low	1 - Small	Low
GOVERNANCE	There is a risk that either or both councils will decide to terminate the partnership	6	Which results in lower-than-expected benefits realisation and reputational harm.	Completed: Clear agreement of priorities and objectives; JMT in place, partnership is sufficiently in place to mitigate this likelihood; clear clauses on termination in the IAA with an appropriate notice period to allow for transition. Ongoing: regular contact between councillors in the Executives and wider Councils; proactive communications with all stakeholders and the public; strong governance and oversight as per the IAA requirements.	Joint chief Executive/Leaders	Ensure mechanism in governance arrangements for backbench councillor input.	2 - Very Low	4 - Devastating	Medium	Medium	2 - Very Low	4 - Devastating	Medium	2 - Very Low	4 - Devastating	Medium

Agenda item number: 4 Appendix 1

Strategic Risk Register - Waverley / Guildford Collaboration

Evaluation as at 17 November 2022

Theme	Risk	Risk No.	Consequence (then...)	Current Control Measures - in place or in flight	Risk Owner	Further planned actions to mitigate to the target Risk Appetite	Current Likelihood	Current Impact on the collaboration	Current Rating	Anticipated rating as at April 2022	Anticipated likelihood Nov 2023	Anticipated impact Nov 2023	Anticipated rating Nov 2023	Residual Likelihood	Residual Impact on the collaboration	Residual Rating
GOVERNANCE	There is a risk that future political change leads to a serious change of partnership direction	7	Which results in a change in direction or a termination, which could lessen or increase benefits of collaboration.	Ongoing: engage all councillors throughout the transition process, with openness among all participants; identify where the disagreements and different priorities exist and be ready to adapt to them should a change occur.	Joint chief Executive/Leaders	Prepare communication plan about collaboration for councillors around election cycles to ensure the new intake are aware of the collaboration and address concerns. Establish aims/vision of partnership at early stage of each new municipal cycle. Current likelihood based on elections being in May 2023. Target likelihood reflects risk occurs every election cycle of 3-4 years	4 - Medium	3 - Critical	High	High	4 - Medium	3 - Critical	High	2 - Very Low	3 - Critical	High
CAPACITY/RESOURCES	There is a risk that officer capacity will be over-stretched during the transition	8	Leading to lack of focus, which results in negative impacts on service delivery, partnership progress and morale.	Ongoing: build in investment during the earlier phases, potentially including external support; set clear timetable and pace, agreed by both councils, with appropriate resources and succession planning; develop early a programme of HR support for resilience, strategies for dealing with change, and team building.	Joint Management Team	Need clearly funded invest to save strategy for collaboration project. Additional staff resource procured to support key aspects of the project (e.g., HR and ICT consultancy resource) Create a single shared programme management team at the start. Appropriate business support to be put in place. Change to culture of councillors and officers to focus on prioritisation to support delivery of collaboration	4 - Medium	3 - Critical	High	Medium	4 - Medium	3 - Critical	High	5 - High	2 - Significant	High
CAPACITY/RESOURCES Page 89	There is a risk that the collaboration will impact on current projects/programmes which be delayed by diversion of capacity.	9	Leading to delays in achieving key objectives, which results in harm to the beneficiaries of those programmes.	Ongoing: individual council work programmes and corporate/service plans in place; clear programme management and reporting to senior management and councillors on progress of current service plans.	Joint Management Team	Early investment in the partnership so that it is not displacing resource from other key priorities. Review with councillors the existing priorities and agree where displacement may take place in a planned and agreed way.	4 - Medium	2 - Significant	Medium	Medium	4 - Medium	2 - Significant	Medium	3 - Low	2 - Significant	Medium
CAPACITY/RESOURCES	There is a risk that due to concerns about the collaboration, knowledgeable officers may leave and we fail to recruit in a buoyant market.	10	Leading to missing information and dilution of 'corporate memory', which results in delays and confusion. Capacity gaps leading to service failure and impact on other staff	Ongoing: individual council handover arrangements and procedure/process notes already in place; effective management of, and communication with, key staff; clear process and time for 'downloading' corporate knowledge from those that may leave; clear and consistent record-keeping and retention; transition plans to be documented; clearly documented hand-over and succession processes for when officers leave.	Joint Chief Executive	Continue to monitor the staff changes across the partnership particularly at management level. HR programme for management succession planning, recruitment, retention and reward.	4 - Medium	2 - Significant	Medium	Medium	4 - Medium	2 - Significant	Medium	3 - Low	2 - Significant	Medium
CAPACITY/RESOURCES	There is a risk that one council's priorities will (or will be perceived to) dominate for a period	11	Which could result in conflict amongst members, resentment and potential dissolution of the partnership	Ongoing: regular communication with both Executives on specific local issues and priorities that arise; Joint S151 in place and weighted cost sharing protocols agreed for JMT members.	Joint Chief Executive (JCX)	Cultural strategy to 'work together'. Joint communications plan with equality at the core. Shared annual business plans for each service agreed by the councils, clearly articulating the apportionment on planned projects.	4 - Medium	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low

Agenda item number: 4 Appendix 1

Strategic Risk Register - Waverley / Guildford Collaboration

evaluation as at 17 November 2022

Theme	Risk	Risk No.	Consequence (then...)	Current Control Measures - in place or in flight	Risk Owner	Further planned actions to mitigate to the target Risk Appetite	Current Likelihood	Current Impact on the collaboration	Current Rating	Anticipated rating as at April 2022	Anticipated likelihood Nov 2023	Anticipated impact Nov 2023	Anticipated rating Nov 2023	Residual Likelihood	Residual Impact on the collaboration	Residual Rating
CAPACITY/RESOURCES	There is a risk that working across two councils leads to increased travel	12	Which results in wasted time and negative impact on the environment.	Ongoing: encourage video-conferencing and home working	Joint Management Team	Standardised approach to hybrid working across both authorities. Committee scheduling to be combined. Single location should be considered for any shared service and tools and systems harmonised. Consistent policies and training for standardised video-conferencing and home working Consider further expanding electric vehicles within the fleet(s). Progress a project for considering a single office to serve both councils. Agreed protocol aimed at reducing multiple officer attendance at committees as well as consideration of earlier committee meeting start times e.g. 6pm and the implementation of guillotine time restriction	2 - Very Low	1 - Small	Low	Low	2 - Very Low	1 - Small	Low	2 - Very Low	1 - Small	Low
FINANCIAL Page 81	There is a risk that expected savings cannot be realised at one or both councils,	13	Which results in unexpected further pressure on services and undermines the partnership.	Ongoing: regular communication to both councils as to plans and progress; agreed IAA; JMT savings have been achieved; Joint S151 has been appointed and working towards standard financial reporting; criteria for business cases are being developed and will include cost sharing prior to approval	Joint Management Team	Standard financial reporting, forecast and assumptions to be used. Robust business cases documenting allocation of costs and savings. Standardisation of business cases and project management methodology. Detailed business cases to verify the savings identified in the LPP financial feasibility study. Savings based on movement from 2021-22 base budget for each council.	3 - Low	3 - Critical	Medium	Medium	4 - Medium	3 - Critical	High	3 - Low	3 - Critical	Medium
FINANCIAL	There is a risk that transition costs are prohibitively high (e.g. IT, accommodation)	14	which results in a threat to the viability of some aspects of the collaboration for either or both councils, which results in an unviable partnership and reputational impact.	Ongoing: clear communication with councillors and the public throughout the partnership; formation of ICT board to consider plans moving forward for a harmonised/reconciled ICT platform or working with both current platforms	Joint Management Team	Sensitivity analysis on estimates. Councillor involvement in working groups to look at each service/business case Identify and include transition costs in business cases as they are developed. Agree and document a common approach to rate-of-return and cost/benefit sharing. Change the phasing of transition to reduce the impact of unexpected new costs that arise. Focus first on those areas that present the biggest 'wins'.	3 - Low	3 - Critical	Medium	Medium	3 - Low	3 - Critical	Medium	2 - Very Low	2 - Significant	Low
SYSTEMS	There is a risk that different HR and service policies lead to confusion and duplication,	15	resulting in inefficiency or failures of governance	Completed: decision made on employment policies that will apply to members of the JMT Ongoing: strong engagement with unions	Joint Management Team	Strong combined target operating model and cultural framework. Review learning points from GBC's recent transformation and consider at next HR session. A programme of policy harmonisation wherever possible, recognising that this huge task will take time. A single shared intranet hub for managers to consult policies, with cross-references where they are different. Regular communication of policy changes.	4 - Medium	2 - Significant	Medium	Low	3 - Low	1 - Small	Low	2 - Very Low	1 - Small	Low

Strategic Risk Register - Waverley / Guildford Collaboration

Evaluation as at 17 November 2022

Theme	Risk	Risk No.	Consequence (then...)	Current Control Measures - in place or in flight	Risk Owner	Further planned actions to mitigate to the target Risk Appetite	Current Likelihood	Current Impact on the collaboration	Current Rating	Anticipated rating as at April 2022	Anticipated likelihood Nov 2023	Anticipated impact Nov 2023	Anticipated rating Nov 2023	Residual Likelihood	Residual Impact on the collaboration	Residual Rating
SYSTEMS	There is a risk that support functions and processes remain disparate during the collaboration leading to mis-application of policies/processes.	16	resulting in confusion and potential challenge to decision-making.	Completed: Vision statement for both authorities contains the commitment to harmonise internal policies and procedures unless there is good reason not to Ongoing: strong and regular communication from the senior political and management	Joint Management Team	Strong combined target operating model and cultural framework. A plan for an early harmonisation of HR, IT and change management functions and key policies, with accompanying significant financial investment. A single intranet	3 - Low	2 - Significant	Medium	Low	3 - Low	1 - Small	Low	2 - Very Low	1 - Small	Low
SYSTEMS	Failure to address the different legacy IT platforms	17	Leads to duplication within a shared service results in inefficiency, anxiety and cost.	Ongoing: review the costs and benefits of the current IT systems and their current contractual obligations; formation of ICT Strategy Board	Joint Management Team	Prioritise the transition programme based on the cost/benefit analysis. Develop a new shared IT strategy that is focused on supporting the partnership and identify the resources required and return-on investment that is possible	5 - High	3 - Critical	High	High	5 - High	3 - Critical	High	3 - Low	2 - Significant	Medium
CULTURE Page 82	There is a risk that councillors do not feel ownership of the collaboration	18	which results in mistrust and concerns about sovereignty, which results in destabilisation of the partnership.	Completed: clear and agreed governance principles and processes, including how councillors will be engaged in decision-making and scrutiny via existing committees or, if desired, shared committees. Ongoing: regular communication with councillors, parish councils and the public; JMT attending regular committees and boards, as well as networking meetings in both councils	Joint chief Executive/Leaders	Harmonisation of roles and terms of reference of key council committees across councils e.g., CGSC / Audit committee ToRs to be similar. A joint comms strategy.	4 - Medium	2 - Significant	Medium	Medium	4 - Medium	2 - Significant	Medium	3 - Low	2 - Significant	Medium
CULTURE	There is a risk that councillors will perceive that officers are less available to them	19	which results in delays and dissatisfaction, which results in harm to the how councillors perform in their role	Ongoing: clear expectations to be agreed, acknowledging that shared staff serving two councils may sometimes not be available; ensure that support to affected senior managers, via technology and assistants, is in place and supported adequately; consider developing a SLA between councillors and officers; JMT attending regular committees and boards, as well as networking meetings in both councils	Joint chief Executive/Leaders	Guidance to be issued to councillors on how to make contact. Clear protocols on accessibility and building of resilience across officer tiers, so that the critical ward councillor role is prioritised throughout any transitions.	4 - Medium	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low
CULTURE	There is a risk that different officer cultures and organisational structures may hinder collaboration	20	which results in lack of prioritisation for the changes required, which results in delay, inefficiency and dissatisfaction.	Completed: recruitment of JMT clear direction from senior political and officer leadership. Ongoing: investment in engagement, communication, training and support through times of change; formal agreements are being pursued for initial staff sharing arrangements	Joint Management Team	Strong joint Organisational Development & Cultural framework along with performance management framework. Councillors to show leadership to support the collaboration. Recruitment of joint officers to reflect the required culture subject to business cases An articulated change strategy including expected behavioural norms.	3 - Low	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low
CULTURE	There is a risk that officers may not trust those from the 'other' council	21	which results in failure to share key information and attrition, which results in delay and unhealthy cultures and behaviour.	Ongoing: clear direction from the political and senior management leadership as to the way forward; good communication and support/training for employees on how to work well during change and transition.	Joint Chief Executive	Strong joint Organisational Development & Cultural framework along with performance management framework. Councillors to show leadership to support the collaboration. Harmonise performance management processes.	3 - Low	2 - Significant	Medium	Low	2 - Very Low	2 - Significant	Low	2 - Very Low	1 - Small	Low

Agenda item number: 4 Appendix 1

Strategic Risk Register - Waverley / Guildford Collaboration

evaluation as at 17 November 2022

Theme	Risk	Risk No.	Consequence (then...)	Current Control Measures - in place or in flight	Risk Owner	Further planned actions to mitigate to the target Risk Appetite	Current Likelihood	Current Impact on the collaboration	Current Rating	Anticipated rating as at April 2022	Anticipated likelihood Nov 2023	Anticipated impact Nov 2023	Anticipated rating Nov 2023	Residual Likelihood	Residual Impact on the collaboration	Residual Rating
CULTURE	There is a risk that employees will become increasingly anxious	22	which results in negative impacts on morale, which results in impact on service delivery, mental health concerns and loss of staff	Ongoing: a clear direction of travel from the political leaderships, with messages delivered consistently and clearly; regular communication from senior management and transparency with employees and unions about the plans, progress and impact on affected staff; review regularly the impact on service performance and be prepared to support and resource accordingly; continue with effective communication and briefing of staff and Councillors. Monitor exit interviews & recruitment data; investment in HR support	JCX / HR Managers	Progress to be swift so period of uncertainty minimised. Costing will affect this	4 - Medium	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low
CULTURE	There is a risk that current programmes or past decisions are being implemented in a fixed way which constrains partnership options	23	Which results in compromises in the short term and failure to achieve the collaboration aims.	Ongoing: clear communication with the Executives; be prepared to be bold if the business case holds, with an agreed process for cost-sharing if necessary; phase the partnership accordingly; assessing partnership risk of collaboration opportunities	Joint Management Team	Review and clearly assess how far there are new opportunities, as well as constraints, arising from legacy decisions; whether they permit or block a 'best of breed' approach and for how long.	3 - Low	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low
EXTERNAL	There is a risk that residents/businesses will be confused between the two councils' services	24	Leading to miscommunication, which results in inefficiency	Completed: clear communication on the nature and extent of the partnership, and the continuing importance of the role of ward councillors; points of access to access services need to be clear - e.g., Guildford residents can still access via GBC website and same for Waverley.	JCX / Comms Leads	Review customer service points of access. ICT synchronisation so that customers notice no change. A clear branding strategy to reflect the Councils' agreed priorities and approach.	4 - Medium	2 - Significant	Medium	Medium	3 - Low	2 - Significant	Medium	2 - Very Low	1 - Small	Low
EXTERNAL	There is a risk that unexpected external events impact the collaboration	25	lead to significant diversion of attention, which results in delays to the partnership transition	Completed: JMT recruited. Ongoing: clearly documented progress of the partnership; other collaboration agreements are being considered	Joint Management Team	An early and agreed plan for handling such an unexpected external event, and a protocol for slowing or pausing the partnership.	4 - Medium	3 - Critical	High	High	4 - Medium	3 - Critical	High	4 - Medium	2 - Significant	Medium
EXTERNAL	There is a risk that the Government will restart 'local government reorganisation' leading to structural uncertainty and diversion from the collaboration's priorities	26	Which results in the abolition of the two councils and disruption to service delivery.	Ongoing: given that any future model is likely to include Guildford and Waverley within the same structure, plan the current collaboration so that it could also adapt to and be a strong voice within a new enforced unitary; regular communication with other government stakeholders (councils, DULHC, MPs) on the progress of this partnership.	JCX / Leaders		2 - Very Low	3 - Critical	Low	High	2 - Very Low	3 - Critical	Low	3 - Low	3 - Critical	Medium

This page is intentionally left blank