

Appendix One

Inter-Authority Agreements – Table of proposed changes

Section	Area	Current	Proposed	Reason
	Governance & Decision Making	Sets out the Terms of Reference of the Committees	Refer to the Committees by name	Allows for the terms of reference to change without the agreement being amended
11. NEW	Defaults	N/A	If one party defaults on the agreement then the Leader is notified and the default must be referred to the JGC if not remedied within 30 days.	This allows for a proportionate process to give the parties time to resolve disputes which do not amount to fundamental breaches of the Agreement.
12. NEW	Dispute Resolution	N/A	If the JGC cannot resolve the matter, then it is referred to full Council where it can be sent to mediation.	
15. NEW	Copyright & Intellectual Property	N/A	IP rests in the Council for whom it was created, or jointly if for both	This provides clarity over this area
16.	Indemnity	Each party indemnified by the other unless negligence or wilful misconduct	Addition so that loss or costs incurred as a result of the IAA will be shared jointly, and the parties will co-operate with each other, but each party has to mitigate their loss.	Provision strengthened to ensure the parties work together and that costs are shared equally.
17.	Termination for Cause	Each party may terminate with immediate effect	Each party to give nine months notice	This is a minimum amount of time for the parties to put themselves back into a position where they can function independently

18.	Termination without cause	Each party has to give six months notice	Each party has to give at least 12 months notice to expire on 31 March	This allows the parties a reasonable period of time to make staffing arrangements, unpick data etc.
26. New	Mutually Agreed Termination	N/A	Either party can give notice if they can no longer legally fulfil their obligations e.g. S114 Notice has been served	This provides for unforeseen events beyond a parties control
Schedule 4	Staffing	N/A	The Agreement now contains schedules showing WBC shared staff, GBC shared staff and JMT staff.	This provides clarity over the employment of staff, which will be necessary as more staff are added to joint working arrangements
	Pensions	Pension strain is paid by the employing authority	Pension strain is split 50:50	There is a disproportionate expense to WBC if they employ the majority of staff